
Summary of Coverage

Policyholder: Trustees of the Business Council of
New York State, Inc. Insurance Fund

Policyholder Effective Date: July 1, 2004

Group Policy: GP-888470

Employer: Hamilton College - Group Number 2059

Employer Effective Date: January 1, 2005

Eligibility

Employees

You are in an Eligible Class if you are a regular employee working the equivalent of 17.5 hours or more per week for 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 date you enter the Eligible Class.

Aetna and the Business Council will rely upon the representation of the Employer as to a person's eligibility for coverage under the Plan and as to any fact concerning such eligibility.

Enrollment Procedure

You will be required to enroll in a manner determined by Aetna and the Business Council. This will allow your Employer to deduct your contributions, if any, from your pay. Be sure to enroll within 31 days of your Eligibility Date.

Your contributions, if any, toward the cost of this coverage will be deducted from your pay and are subject to change. The rate of any required contributions, if any, will be determined by your Employer. See your Employer for details. When any of your Life Insurance or Accidental Death and Personal Loss coverage is reduced because of age, the rate of any contribution previously determined by your Employer will not be increased.

Effective Date of Coverage

Employees – Non Contributory Coverage*

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.

Employees – Contributory Coverage*

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.

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.

Life Insurance, Accidental Death and Personal Loss Coverage

Employees

Basic Life, Accidental Death and Personal Loss Coverage

Non-Contributory Coverage

Classification	Amount
All Employees	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.

Employees

Supplemental Life, Accidental Death and Personal Loss Coverage

Contributory Coverage

Classification	Amount
All Employees	150% or 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. Combined Basic and Supplemental Life Maximum: \$500,000

***Earnings (this applies only if your benefits are determined in accordance with your salary or wage):**

Your Benefits are determined in accordance with your basic annual earnings. For example, if you earn \$250 weekly, the amount of your basic annual earnings is \$13,000 (52 x \$250).

You may elect coverage under any one of the available options shown above for Supplemental Life Insurance. Once you have made a selection, if you wish to choose a different option, your Employer will provide you with information on when and how you can make that change.

Evidence Requirements for Supplemental Life Insurance

If you request Supplemental Life Insurance coverage more than 31 days after the date you are first eligible to elect coverage, you can become insured only if you submit evidence of good health to Aetna and such evidence is approved by Aetna.

If, while insured:

- you elect to increase your Supplemental Life Insurance by more than one level or multiple of your basic annual earnings;

you can become insured for the new amount only if you submit evidence of good health to Aetna and such evidence is approved by Aetna. This applies even if Aetna has approved evidence of your good health in the past.

Age Reduction Rule

Your Life Insurance amount and Accidental Death and Personal Loss Coverage in force on the day before the first day of the month in which you reach ages 70 and 75 will be reduced to 65% of the original amount of insurance at age 70; to 40% of the original amount of insurance at age 75. The reduction will take effect on the first day of the calendar month following the 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.

Accelerated Death Benefit

Employees

ADB Months: 12

ADB Percentage: 50%

ADB Minimum:

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

ADB Maximum: \$300,000

Additional Accidental Death Benefit Maximums

Employees

Coma Benefit Percentage 5% of your full Amount

Passenger Restraint Benefit Maximum \$ 10,000

Airbag Benefit Maximum One half of your Passenger Restraint Benefit

Education Benefit Maximum
for each dependent child 5% of your Amount not to exceed
\$ 5,000

for your spouse 5% of your Amount not to exceed
\$ 5,000

Child Care Benefit Maximum
for each child 3% of your Amount not to exceed
\$ 2,000 per year per child

Repatriation of Remains Benefit Maximum \$ 5,000

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.

Disclosure

The accident and health insurance evidenced by this Booklet-Certificate provides ACCIDENT insurance only. It does NOT provide basic hospital, basic medical or major medical as defined by the New York State Insurance Department.

IMPORTANT NOTICE - THE GROUP POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS.

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.

Additional Information Provided by Trustees of the Business Council of New York State, Inc. Insurance Fund

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 benefit Plan providing Life Insurance Benefits

Type of Administration:

Group Insurance Policy with:

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, CT 06156

Plan Administrator:

Trustees of the Business Council of New York State, Inc. Insurance Fund
12 Corporate Woods Blvd.
Albany, NY 12211

Agent For Service of Legal Process:

Trustees of the Business Council of New York State, Inc. Insurance Fund
12 Corporate Woods Blvd.
Albany, NY 12211

End of Plan Year:

December 31.

Source of Contributions:

The Employer pays the premium for the insurance, but may allocate part of the cost to the employee. The Employer determines the portion of the cost to be paid by the Employee.

Procedure for Amending the Plan:

The Plan Administrator may amend the Plan from time to time by a written instrument signed by an authorized representative.

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.

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.

Filing Life Claims under the Plan

You will be notified of an adverse benefit determination 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.

Filing Premium Waiver, under the Plan

You will be notified of an adverse benefit determination not later than 45 days after the Plan's receipt of the claim. This time period may be extended up to an additional 30 days due to circumstances outside the Plan's control. In that case, you will be notified of the extension before the end of the initial 45-day period. If a decision cannot be made within this 30 day extension period due to circumstances outside the Plan's control, the time period may be extended up to an additional 30 days, in which case you will be notified before the end of the first 30 day extension period. 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

Life Claims

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 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.

Premium Waiver, Claims

You may request a review of the denied claim. You will have 180 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 45 days after the appeal is received. If an extension of time for processing the appeal is needed, the time

period may be extended up to an additional 45 days, in which case you will be notified prior to the end of the first 45 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.

ERISA Rights

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

Receive Information about Your Plan and Benefits

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

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

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

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

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days you may file suit in a federal court. In such a case, the court may require the Plan Administrator to

provide the materials and pay up to \$ 110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

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

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

Assistance with Your Questions

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

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

- the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or
- the Division of Technical Assistance and Inquiries, Employee Benefits Security 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 Employee Benefits Security Administration.

Aetna Life Insurance Company

Hartford, Connecticut 06156

Amendment

Policyholder: Trustees of the Business Council of
New York State, Inc. Insurance Fund

Policyholder Effective Date: July 1, 2004

Group Policy: GP-888470

Employer: Hamilton College - Group Number 2059

Employer Effective Date: January 1, 2005

The group policy specified above has been amended. The following summarizes the changes in the group policy, and the Certificate of Insurance describing the policy terms is amended accordingly. This amendment is effective on the date shown above.

1. The following subsection entitled "A Permanent and Total Disability Feature" replaces the subsection of the same name currently appearing in the "Life Insurance" section of your Life Insurance Booklet Certificate.

A Permanent and Total Disability Feature

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

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

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

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

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

You must meet all of the following to be eligible:

- Your Life Insurance must be in force when you cease work due to disease or injury.
- You must be under age 60 at the time you cease active work.
- You must be absent from work for at least 6 consecutive months without interruption.

Aetna must receive your written notice of claim for this extension at its Home Office within 12 months from the date you cease active work. If your written notice is not received by Aetna within 12 months, you will not be eligible for this benefit extension.

Upon receipt of your written notice, Aetna may require you to furnish proof of your permanent and total disability before approving your claim. If proof is required, you must furnish all proof when requested. Aetna also has the right to examine you at its expense before approving your claim.

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

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

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

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

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

- The date you are well enough to work in any reasonable job.
- The date you start to work in any job for pay or profit.
- The date you retire.
- The date you reach the amended 1983 Social Security Normal Retirement Age, as follows:

Year of Birth	Normal Retirement Age
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 to 1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
After 1959	67

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

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

Extended Death Benefit

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

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

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- You would have qualified for extended insurance except that:
 - your total disability had not lasted at least 6 consecutive months; or
 - the required proof has not yet been received or approved by Aetna.

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

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

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

0420



President

Premium Waiver- 6 months
Rider: 16
Issue Date: July 26, 2004
GR-8-CR1

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

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

Your Group Coverage Plan

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

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



President

Group Policy: GP-888470

Policy Effective Date: July 1, 2004

0020

Life Insurance

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.

A Permanent and Total Disability Feature

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

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

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

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

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

You must meet all of the following to be eligible:

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

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

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

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

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

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

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

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

0420

- The date you reach the amended 1983 Social Security Normal Retirement Age, as follows:

Year of Birth	Normal Retirement Age
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 to 1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
After 1959	67

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

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

Extended Death Benefit

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

- Premium payments for your Life Insurance ceased before Aetna received your written notice of claim for the life insurance extension.
- You die during the uninterrupted period of absence from active work.
- Death occurs no later than 12 months after the date you cease active work with your Employer
- You would have qualified for extended insurance except that:
 - your total disability had not lasted at least 9 consecutive months; or
 - the required proof has not yet been received or approved by Aetna.

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

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

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

Accelerated Death Benefit

Receipt of accelerated death benefits may affect your eligibility for public assistance programs and may be taxable.

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 Actna 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 reduction.

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.

7611, 7612, 7613, 7614

Accidental Death and Personal Loss Coverage

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; or
 - as a direct result of the accident, suffer a full thickness third degree burn caused by direct contact with a chemical, fire, steam, water or heat (except sunburns).
- 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.
 - 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.

Benefit

The full Principal Sum is payable for loss of life.

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

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

The full Principal Sum is payable for quadriplegia.

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

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

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

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

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

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

One quarter of the Principal Sum is payable for uniplegia.

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:

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

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

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

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 this group policy is in effect.
- Your Employer continues to make premium payments for your coverage.

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

Additional Accidental Death Benefits

11039

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.

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.

Education Benefit

Education Benefit for Your Dependent Child

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

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

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

The first Education Benefit will be paid when:

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

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

A Dependent Child means a child who is:

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

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

- is attending school, up to and including the 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.

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.

11041, 11042

Child Care Benefit

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

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

The first Child Care Benefit will be paid when:

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

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

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

Repatriation of Remains Benefit

11046

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.

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.
- 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.

Effect Of Benefits Under Other Plans

5030

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.

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.

6051

General Information About Your Coverage

Termination of Coverage

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

- The last day of the month when employment ceases.
- The last day of the month when the group contract terminates as to the coverage.
- The last day of the month when you are no longer in an Eligible Class. (This may apply to all or part of your coverage.)
- The last day of the month when you fail to make any required contribution.
- The last day of the month in which your Employer stops being a member of The Business Council of New York State, Inc.

Your Employer will notify the Business Council of the date your employment ceases for the purposes of termination of coverage under this Plan. This date will be the last day of the month in which 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 the last day of a period of 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 2 months from the day on 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 The Business Council who will then notify Aetna. Your employment may be deemed to continue beyond any limits shown above if Aetna and your Employer so agree in writing.

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

6080, 6160

Conversion of Life Insurance

If any of your Life Insurance ceases because your employment stops; you are no longer in a class eligible for such insurance; or because of age, 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 converted policy may be any kind of personal policy then customarily being issued by Aetna for the amount being converted and for your age (nearest birthday) on the date it will be issued. A term policy will not be available except for the limited period set forth below. It will not have disability or other extra benefits.

You 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 your 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 you become 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.

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.

Life Insurance After Termination

6200, 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.

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.

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.

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.

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.

Beneficiaries

6430, 6400, 6475

You may name or change your beneficiary by filing written request at your Employer's headquarters. 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.

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.

6320

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 lump sum

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

Glossary

9990

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.

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 – Applicable
to Employers with 50 or more
Employees**

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

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

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

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

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

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

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

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

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

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

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