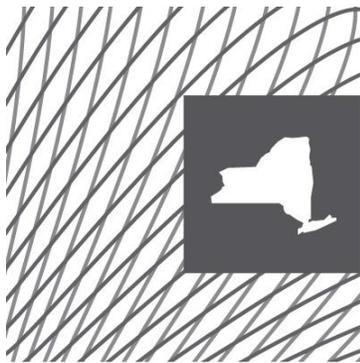


# BENEFIT PLAN

Prepared Exclusively for  
Trustees of the Business Council of New  
York State, Inc. Insurance Fund

Life and Supplemental Life Insurance

What Your Plan  
Covers and How  
Benefits are Paid



The  
Business  
Council  
INSURANCE FUND

**aetna**<sup>SM</sup>

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

## Preface

Aetna Life Insurance Company (ALIC) is pleased to provide you with this *Booklet-Certificate*. Read this *Booklet-Certificate* carefully. This Group Life Insurance Plan is underwritten by Aetna Life Insurance Company of Hartford, Connecticut, 151 Farmington Avenue, Hartford, CT 06156 (referred to as **Aetna**).

READ YOUR CERTIFICATE CAREFULLY. CERTAIN WAR RISKS ARE NOT ASSUMED. IN CASE OF DOUBT, WRITE YOUR COMPANY FOR FURTHER EXPLANATION.

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

- *Group Insurance Policy*;
- The application;
- The current rates on file with the Policyholder;
- This Booklet-Certificate;
- The individual applications of the persons insured, including any individual statements; and
- Any riders; endorsements; inserts; attachments; or amendments to the Group Insurance Policy or this Booklet-Certificate.

The rights of the Policyholder, any insured Member; or any beneficiary will not be affected by any provision not contained (a) in the policy riders, endorsements, or amendments signed by the Policyholder and Aetna; (b) in the Policyholder's application, attached to the Group Policy; and (c) in any individual statement submitted with the individual application.

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

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

Group Policyholder: Trustees of the Business Council of New York State, Inc.  
Insurance Fund  
Group Policy Number: GP-888470  
Issue Date: January 1, 2012  
Employer: **Hamilton College - 2059**  
Employer Effective Date: January 1, 2012  
Booklet-Certificate Number: 19



Mark T. Bertolini  
Chairman, Chief Executive Officer and President

Aetna Life Insurance Company  
(A Stock Company)

### **Important Information Regarding Availability of Coverage**

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

Unless specifically provided in any applicable termination or continuation of coverage provision described in this *Booklet-Certificate* or under the terms of the *Group Insurance Policy*, the plan does not pay benefits for the loss of life or an accident incurred before coverage starts under this plan.

This provision applies even if the loss was incurred because of an accident or **injury** that occurred, or existed while coverage was in effect.

Please refer to the sections, *Termination of Coverage* and *Continuation of Coverage* for more detail about these provisions. In the event a loss occurs while coverage is in effect, benefits will be paid even if the claim is made after coverage ends.

Benefits may be modified during the term of this plan as specifically provided under the terms of the *Group Insurance Policy* or upon renewal. If benefits are modified, the revised benefits (including any reduction in benefits or elimination of benefits) apply to any losses that start on or after the effective date of the plan modification.

## **Coverage for You**

### **Life Insurance Coverage**

A benefit is payable if you lose your life while coverage is in effect. Please refer to the *Life Insurance* section for more details about covered losses.

# Eligibility, Enrollment and Effective Date of Your Coverage

Who Can Be Covered

How and When to Enroll

When Your Coverage Begins

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

## Who is Eligible

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

### Employees

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

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

### Eligible Classes

You are in an eligible class if:

- You are a regular full-time employee, as defined by your employer.

In addition, to be in an eligible class you must be scheduled to work on a regular basis at least **17.5** hours per week during your Employer's work week.

### Probationary Period

Once you enter an eligible class, you will need to complete the probationary period before your coverage under this plan begins.

### Determining When You Become Eligible

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

If you are in an eligible class on the effective date of this plan, and you had previously satisfied the plan's probationary period, your coverage eligibility date is the effective date of this plan. If you are in an eligible class on the effective date of this plan, but you have not yet satisfied the plan's probationary period, your coverage eligibility date is the date you complete the probationary period of continuous service for your employer. This is defined as the probationary period. If you had already satisfied the plan's probationary period before you entered the eligible class, your coverage eligibility date is the date you enter the eligible class.

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

# When Your Coverage Begins

## Your Effective Date of Coverage

If you have met all the eligibility requirements, your coverage takes effect on the later of:

- The date you are eligible for coverage; and
- The date you return your completed enrollment information; and
- The date any required evidence of good health is approved by Aetna; and
- The date your required contribution is received by **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.

## How and When to Enroll

### Enrollment

You will be provided with plan benefit and enrollment information when you first become eligible to enroll. You will need to enroll in a manner determined by **Aetna** and your employer. To complete the enrollment process, you will need to provide all requested information including any evidence of good health. You will also need to agree to make required contributions for any contributory coverage. Your employer will determine the amount of your plan contributions, which you will need to agree to before you can enroll. Remember, plan contributions are subject to change. Your employer will advise you of the required amount of your contributions and will deduct your contributions from your pay.

You will need to enroll within 31 days of your eligibility date.

### Evidence of Good Health - *The following applies to any Contributory Life Insurance Coverage*

You must provide evidence of good health that is satisfactory to **Aetna** if:

- You request to enroll more than 31 days after your eligibility date.
- You request to reinstate coverage that ended because you voluntarily stopped your coverage or you did not make the required contributions.

If you are required to submit evidence of good health, you must:

- Complete and sign a health and medical history form provided by **Aetna**;
- Submit to a medical examination, if requested;
- Provide any additional information that **Aetna** may require including attending **physician's** statements; and
- Furnish all such evidence at your own expense.

# Your Life Insurance Plan

**Naming Your Beneficiary**

**Benefit Payments**

**Changing Your Elections**

Life insurance is an important component of your financial planning. The Life Insurance Plan pays a benefit to your beneficiary if you die while covered by the plan. Refer to the *Schedule of Life Insurance Benefits* for information about the plan's benefit. This section will help you understand the following:

- Naming a Beneficiary
- Payment of Benefits
- How to convert your coverage, and
- How to change coverage amounts

## How the Plan Works

### Naming Your Beneficiary

A beneficiary is the person you designate to receive life benefits if you should die while you are covered. You may name anyone you wish as your beneficiary. You may name more than one beneficiary. You will need to complete a beneficiary designation form, which you can get from your employer.

If you name more than one primary beneficiary, the life insurance benefits will be paid out equally unless you stipulate otherwise on the form. If you name more than one primary beneficiary and the amount or percentage of the payment to your primary beneficiaries does not equal 100% of your life insurance amount, the difference will be paid equally to your named primary beneficiaries.

You may change your beneficiary choice at any time by completing a new beneficiary designation form. Send the completed form to your employer or to **Aetna**. The beneficiary change will be effective on the date you sign a new beneficiary designation form. Aetna will be fully discharged of its duties as to any payment made before Aetna receives the request.

Prior to your death, you are the only person who can name or change your beneficiary. No other person may change your beneficiary on your behalf, including, but not limited to, any agent under power of attorney, whether durable or non-durable, or other power of appointment.

**Aetna** pays life insurance benefits in accordance with the beneficiary designation it has on record. Any payment made before **Aetna** receives your request for a beneficiary change will be made to your previously designated beneficiary. **Aetna** will be fully discharged of its duties as to any payment made, if the payment is made before **Aetna** receives notification of a change in beneficiary.

### If Your Beneficiary Dies Before You

If one of your named primary beneficiaries dies before you, his or her share will be payable in equal shares to any other named primary beneficiaries who survive you. If you have named a contingent beneficiary, your contingent beneficiary will only be paid if all primary beneficiaries die before you.

If you have not named a primary or contingent beneficiary, or if the person you have named dies before you, payment will be made as follows to those who survive you in the following order which is not based on ancestry or blood line within that order:

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

### **If Your Beneficiary Is a Minor**

The method of payment will differ if your beneficiary is:

- A minor; or
- Legally unable to give a valid release for payment of any Life Insurance benefit, in **Aetna's** opinion.

**Aetna** will issue (as permitted by applicable state law) the life insurance payment to:

- The guardian of your beneficiary's estate; or
- The custodian of the beneficiary's estate under the Uniform Transfer to Minors Act; or
- An adult caretaker/legal guardian.

Aetna will be fully discharged of its duties - once **Aetna** has made your benefit payment. Aetna is not responsible for how the payment is used.

# Permanent and Total Disability Benefit

In the event you become disabled as the result of a serious **illness** or **injury**, you may be eligible for a permanent and total disability benefit. A **physician** must determine that you are permanently and totally disabled. You must meet the conditions set forth below. You will not have to make any further contributions for life insurance coverage, and your employer will not have to make premium payments on your behalf.

## Permanently and Totally Disabled

You will be considered permanently and totally disabled under the plan if your illness or accidental injury prevents you from:

- Working at your own job or any other job for pay or profit; and
- Being able to work at any reasonable job. A "reasonable job" is any job for pay or profit which you are, or may reasonably become, qualified for by education, training, or experience.

## Qualifying for the Permanent and Total Disability Benefit

You must meet *all* of the following criteria to qualify for this benefit:

- You must be insured under this plan when you stop **active work** due to your **illness** or **injury**;
- You must be under age 60 when you stop **active work**; and
- You must be absent from active work for 9 consecutive months without interruption.

Stopping active work means the date you are no longer physically at your job performing the duties of your job.

The conversion privilege will be available at any time during this period for the amount of your insurance.

You must furnish proof of your permanent and total disability upon request by Aetna. Aetna also has the right to have a physician examine you, at no cost to you. Aetna will use the information to help determine if you are permanently and totally disabled.

You must give **Aetna** a written notice of claim for this extended benefit. **Aetna** must receive your notice within 12 months from the date you stop **active work**. If your written notice is not received within 12 months of the date you stop **active work**, you will not be eligible for this benefit extension. Notice of claim needs to be given to **Aetna** during your lifetime and during the period of Total Disability. Failure to give such notice will not invalidate or reduce any claim if such notice is given as soon thereafter as reasonably possible.

## Amount of Extended Benefit Payable

Your extended benefit will be equal to the amount you were insured for on the date your permanent and total disability began. However, coverage will be reduced as described in the section called "*When Life Insurance Coverage Amounts are Reduced.*"

Failure to provide proof of death or disability within the required time will not invalidate or reduce any claim if it was not reasonably possible to do so, provided such proof is given as soon as reasonably possible and, except in the absence of legal capacity, no later than one year from the time proof is otherwise required.

## When the Permanent and Total Disability Benefit Cease

This benefit extension will stop when the first of the following occurs:

- The date **Aetna** sends you a request (at the most recent address in its records) for:
  - An exam or proof that you are still permanently and totally disabled; and
  - You do not go for the exam or provide proof of your continued disability within 31 days of that date.
- The date you are able to work at any reasonable job;
- The date you begin working at any job for pay or profit;
- The date you retire;
- The date you reach the amended 1983 Social Security Normal Retirement Age. See the chart below.

Birth Year	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 your insurance has been extended continuously for 2 years, **Aetna** will not require an exam or proof more than once in a 12 month period.

You will be eligible to convert to an individual life insurance policy, as if your [employment] had ended, when this benefit extension ceases. Refer to the *Conversion* section for more details. However, the amount of life insurance which you may convert will be reduced by the amount for which you become eligible or insured under any group policy within 45 days after this benefit extension ceases.

## Extended Death Benefit

- Your life insurance premium payments ended while you were absent from work due to **illness** or **injury** and before **Aetna** received your written notice of claim for the permanent and total disability benefit;
- You were continuously absent from **active work** until the time of your death;
- Your death occurred no later than 12 months after premium payments stopped;
- You would have qualified for the permanent and total disability benefit except that:
  - You were not absent from work for 9 consecutive months without interruption; or
  - **Aetna** had not yet received or approved your claim for the permanent and total disability benefit.

In the event the coverage under the group policy is discontinued, the Extended Death Benefit will continue for the same duration and under the same terms, as long as these conditions apply.

Your beneficiary must give **Aetna** written notice of your death within 12 months of your death. If **Aetna** does not receive the notice, **Aetna** will not be obligated 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. After you cease **active work** with your employer due to **illness** or **injury**, you must ensure that **Aetna** and your employer have current beneficiary information on file. If current beneficiary information is not

sent to **Aetna** in writing, and, your employer has discontinued the Plan with **Aetna**, **Aetna** will have the right to rely on the most recent beneficiary information that **Aetna** has on file at the time of claim. **Aetna** will be fully discharged of its duties as to any payment made.

If you have an individual policy that was issued to you under the conversion privilege, your rights under this section may be restored only if you give up your conversion policy and do not make a claim for benefits under the conversion policy. Any premium already paid for the conversion policy will be returned to your beneficiary, minus any dividends or outstanding loans, on surrender of this policy.

## Accelerated Death Benefit

Receipt of accelerated death benefits may affect eligibility for public assistance programs and may be taxable. You should consult with your counsel or tax advisor before requesting an accelerated death benefit.

The plan's Accelerated Death Benefit feature allows you to receive a partial life insurance benefit if you are diagnosed with a **terminal illness**, defined as a life expectancy of the ADB Months.

### The Amount of Accelerated Death Benefit

You can request up to the Accelerated Death Benefit percentage of the life insurance that is currently in effect for you. The amount you request cannot be less than the lower of 25% the life insurance amount in effect on that person or \$50,000.

You may request and receive an Accelerated Death Benefit under this plan only **once** on your own behalf.

### Requesting an Accelerated Death Benefit

To request the Accelerated Death Benefit, you must complete and submit a request form to **Aetna**. The request form must include:

- A statement of the amount requested; and
- A **physician's** statement verifying that you are suffering from a non-correctable **terminal illness**, and providing the following information:
  - All medical test results;
  - Laboratory reports; and
  - All supporting documentation and information on which the **physician's** statement is based.

Submit the form to **Aetna**. **Aetna** may, at its own expense, require you to submit to an independent medical exam by a **physician** it chooses. **Aetna** will not process your Accelerated Death Benefit request until the exam has been completed and **Aetna** has received the results.

### Aetna May Refuse Your Accelerated Death Benefit Request:

**Aetna** may stop processing your Accelerated Death Benefit request or refuse your Accelerated Death Benefit request if:

- The group policy terminates coverage for your eligible class before you submit your Accelerated Death Benefit request (even if all or part of your life insurance coverage continues for any reason);
- All of your life insurance coverage terminates under the group policy for any reason before you submit your Accelerated Death Benefit request; or
- You die before **Aetna** issues the Accelerated Death Benefit payment.

### Accelerated Death Benefit Payment

If your request is approved, **Aetna** will pay you the Accelerated Death Benefit in a lump sum.

### Effect of an Accelerated Death Benefit Payment on: Your Life Insurance Benefit

The amount of life insurance covering you will be reduced by the amount of the Accelerated Death Benefit payment.

### Premiums

Premiums will be adjusted to reflect any amount of benefits that has been accelerated.

## **Life Conversion**

An Accelerated Death Benefit payment affects the amount of life insurance you are eligible to convert to an individual policy. The converted amount will be limited to the reduced amount of life insurance after the Accelerated Death Benefit payment.

Refer to the *Converting to an Individual Life Insurance Policy* section for more information about the conversion privilege.

## **Extended Benefits Under the Permanent and Total Disability Feature**

You may apply for an Accelerated Death Benefit payment if you have qualified for an extension of your life insurance because of your permanent and total disability, as long as you have not previously requested and received an Accelerated Death Benefit payment. All of the terms of the Accelerated Death Benefit feature will apply to an Accelerated Death Benefit request you make while your life insurance is being extended under the terms of the permanent and total disability provision.

For more information about the permanent and total disability provision, refer to the *Permanent and Total Disability* section.

## **Reductions in ADB Benefits Due to Age or Retirement**

The plan's age and retirement reduction rules will be applied to an ADB payment. If your life insurance amount would be reduced due to age or retirement in the ADB months following the date you request an ADB, the ADB payment will be adjusted accordingly. The ADB payment will be calculated by multiplying:

- The percentage of the life insurance amount that you requested; times;
- The amount of life insurance that would remain in effect after any reduction due to age or retirement.

Please refer to *When Life Insurance Amounts Are Reduced* for information about the plan's age and retirement reduction rules.

## **Payment of Benefits**

Benefit payments are made in a lump sum unless you have elected an installment method which has been agreed to by Aetna. If you do not select an installment method prior to your death, your beneficiary has the right to elect either:

- A lump sum payment; or
- An installment option
- before any payment is made.

Aetna will give your beneficiary additional information about payment options when a claim is filed. The method of payment allowed will be those offered by Aetna at the time the election is made.

Aetna will issue a benefit payment to your beneficiary as soon as the necessary written proof supporting the death claim is received.

## **Claims of Creditors**

To the extent allowed by law:

- Your Accelerated Death Benefit payment is exempt from any legal or equitable process for your debts; and
- You are not required to request an Accelerated Death Benefit in order to satisfy claims of creditors.

## **Employee Life Suicide Exclusion** - The following applies to Supplemental Life Insurance Coverage

The plan will not pay a Supplemental Life Insurance benefit if:

- you die by suicide or from an intentionally self-inflicted **injury**, within two years from the effective date of your coverage. Any premium contributions will be refunded.

If your death occurs by suicide or from an intentionally self-inflicted **injury** after two years of the effective date of your coverage, but within two years of the date that any increase in coverage becomes effective, no death benefit will be payable for any such increased amount. Any premium contributions will be refunded.

## **Life Insurance Portability** - *The following applies to Supplemental Life Insurance Coverage*

Life Insurance coverage for which you pay the total cost, may be continued if coverage under the group plan ends because:

- you stop employment; or
- you are no longer in a class that is eligible for coverage.

### **Eligibility Criteria**

You may elect to continue life insurance coverage under this provision if:

- The amount of your life insurance is at least \$5,000.

You may not elect to continue any life insurance coverage under this provision if:

- you are older than age 98;
- coverage under the group policy is canceled and replaced by like coverage under another policy;
- coverage under the group policy is canceled because your employer has gone out of business; and
- coverage has been converted to an individual life policy in accordance with the plan's conversion privilege.

The Life Insurance Conversion provision will be available for:

- any amount of your life insurance to which the terms of this provision do not apply;
- any amount of your life insurance to which the terms of this provision apply, but for which you do not elect coverage under this provision;
- any amount of your life insurance in force under this provision that stops because of age; or
- any amount of life insurance for which the person elects coverage under this provision.

You may elect to convert the amount of insurance being continued under this feature at any time.

### **Electing Coverage**

You must submit a written request within 31 days after your life insurance coverage under the group plan, or an extended notice period, ends.

To do so you must:

- Obtain a portability request form from your employer and complete it.
- Submit the first premiums due with the completed request form to **Aetna**.

Your employer will give you written notice of this option at least 15 days before or after the expiration of the 31 day period. If such notice is given more than 15 days, but less than 90 days after the person's insurance ends, written request and the first premium must be paid within 45 days from the date notice is given. If no notice is given within the 90 days after insurance ends, the time allowed for electing this option ends at the expiration of the 90 day period.

### **Portability Effective Date**

Life insurance coverage under this provision will become effective as of the date on which your group coverage ends, provided you have completed the portability request form and submitted the first premium.

Your effective date of coverage under the portability feature is called your portability date.

## Features of the Portable Life Insurance

All of the terms and conditions of the group life insurance will apply under the portability provision, except where noted.

Maximum Amount	You
The maximum amount will be the “lesser of” the amount of insurance when coverage ends and	\$500,000

At time of application, you can elect a smaller amount of life insurance for yourself, as long as the amount is:

- Available under the group plan for your employment classification;
- Permitted by any applicable law.

## Age Reductions

The amount of your life insurance in force reduces over time due to age. It will never decrease below \$5,000. The following Age Reduction Chart illustrates the reduction(s).

Effective Date	Reduction Amount
January first following age 65	35% of original amount or \$5,000
January first following age 70	60% of original amount or \$5,000
January first following age 75	75% of original amount or \$5,000

If when you continue your life insurance coverage under this provision and your age is within one of the age categories shown above, the amount of the life insurance benefit amount will be limited to the reduction amount shown in the above Chart.

The conversion privilege will be available for:

- Any amount of life insurance to which the terms of this portability provision do not apply;
- Any amount of life insurance to which the terms of this portability provision apply, but for which you do not elect coverage under this provision;
- Any amount of life insurance in force under this provision that ceases because of age;
- The amount of your life insurance in force under this provision at the time it terminates in its entirety;
- An amount of life insurance for which a person elects coverage under this provision.

You may convert the amount of insurance being continued under this feature at any time.

## Accidental Death Benefit

The plan will also pay an accidental death benefit if you die before age 70 while your life insurance is in force under the portability provision.

The accidental death benefit is in addition to the life insurance benefit payable under the portability provision and is only payable if you have elected to be covered for the accidental death benefit.

**Aetna** must receive proof that death:

- Was a direct result of a bodily injury suffered in an accident; and
- Occurred within 365 days after the accident and while this plan was in force.

## Limits

The accidental death benefit is not payable for death caused or contributed to by:

- Bodily or mental infirmity.
- Disease, ptomaines or bacterial infections, except if the loss is caused by an infection which results directly from the injury.
- Medical or surgical treatment, except if the loss is caused by surgery needed because of the injury.
- Suicide or attempted suicide.
- Intentionally self-inflicted injury.
- War or any act of war (declared or undeclared).

## Permanent and Total Disability Feature

The plan's permanent and total disability feature is available to you only. It is not available to any of your covered dependents. It applies only to disabilities that begin after you have paid your first premium for this coverage.

However:

- The permanent and total disability feature is the same as the life plan's permanent and total disability feature. All terms and conditions set forth under the permanent and total disability feature under the life insurance plan continue to apply. Please refer to *Permanent and Total Disability* in the life plan section of this Booklet-Certificate.

You are permanently and totally disabled only if disease or injury stops you from working at any reasonable job, as defined in the *Permanent and Total Disability* Feature.

- Any insurance extended under this feature will cease on the first anniversary of your portability effective date following the date you reach age 65.

## Accelerated Death Benefit

The accelerated death benefit provision, if included in the life plan, does not apply to life insurance in force under this portability provision.

## Premium and Billing Charges

Your premiums for fully contributory coverage under this provision will change on your portability date, and on each subsequent January 1.

Premiums for coverage under this provision will be paid directly to **Aetna**.

The premium rate will include a fee for the direct billing services **Aetna** provides. The fee for direct billing may change, but not more than once a year.

## Termination of Coverage

Your life insurance coverage under this provision will end on the first to occur of:

- 31 days following the date the required premium contribution for the coverage is due and not paid.
- The date of your death.
- The first anniversary of your Portability Effective Date following the date you reach age 99.

# Changes to Your Coverage Amounts

The amount of your life insurance benefit depends on a variety of factors, including your earnings, employment status, and employee class. Your benefit level may change as the result of a change in one or more of these factors.

## Changes in Contributory Coverage - *The following applies to any Contributory Life Insurance Coverage*

A change in your rate of earnings, employment status or employee class may change the amount of your life insurance coverage. A reduction in your coverage will be effective on:

- The date you request a change in your life insurance coverage; or
- The date your earnings, status or class changes for all other coverage.

An increase in your insurance coverage will be effective on the date your earnings, status or classification changes. If you are not actively at work on the date of the change, the increase in any coverage will be postponed until you return to active work for one full day.

You have the right to refuse an increase in life insurance coverage. You must make this request within 31 days of the date the change would have become effective.

### **Important Reminder**

If you refuse an increase in life insurance, future changes in your earnings, status or class will not increase your coverage, unless **Aetna** gives written consent.

A retroactive change in your rate of earnings, status or classification will not change your coverage retroactively. Any resulting change in coverage will be effective on the date **Aetna** receives notice of the change, or as otherwise agreed upon between **Aetna** and your employer.

The rules described above do not apply to reductions due to age or retirement. For more information, please refer to *When Life Insurance Amounts Are Reduced* sections.

## Changes in Non-Contributory Coverage

An increase or decrease in the amount of your coverage as the result of a change in your rate of earnings, employment status, employee class, or benefit level will become effective on the date the change occurs as long as you are actively at work. If you are not actively at work on the date of the change, any increase will be postponed until you return to active work for one full day.

A retroactive change in your rate of earnings, status or classification will not change your coverage retroactively. Any resulting change in coverage will be effective on the date **Aetna** receives notice of the change, or as otherwise agreed upon between **Aetna** and your employer.

These rules do not apply to reductions in your coverage due to age or retirement. For more information, please refer to *When Life Insurance Amounts Are Reduced* section.

## Changes in Benefit Level

If a change in benefit level increases or decreases your insurance coverage, your new coverage amounts will be effective on the date of the change. If you are not actively at work on the date of the change, the increase in any coverage will be postponed until you return to active work for one full day.

You have the right to refuse an increase in life insurance coverage. You must make this request within 31 days of the date the change would have become effective.

**Important Reminder**

If you later decide to elect the increase (or any future increase) in life insurance, the change will be effective on the date **Aetna** gives written consent.

**Changing Your Elections - *The following applies to Supplemental Life Insurance Coverage***

You must provide **Aetna** with proof of good health if:

- You did not enroll for supplemental life insurance when you first became eligible, and now want to enroll; or
- You would like to increase the amount of your supplemental life insurance.

Your enrollment or increase in supplemental life insurance will be effective on the date **Aetna** approves your proof of good health.

**Important Reminder**

**Aetna** may require you to undergo a health exam at your own expense to verify your good health. However, if **Aetna** requires you to undergo a health exam by a physician of its choice, such exam will be at **Aetna's** expense.

# When Life Insurance Coverage Amounts are Reduced

## Age Reduction Rules

Life insurance amounts will be reduced at age 70 then continue to reduce according to the schedule below.

<b>If You Are Age:</b>	<b>Your Insurance Amounts Will Be:</b>
70	65% of your life amount
75	40% of your life amount

Reductions are based on the amount of life insurance coverage amounts in force.

The reduction will take effect on the first day of the calendar month following the month in which you attain the limiting age.

If you become eligible for coverage after you reach age 70, your amount of life insurance will be figured by multiplying:

- The amount of insurance you would have been eligible for prior to age 70; times
- The applicable percentage, based on your current age, as shown in the above schedule.

## When You Retire

Life Insurance coverage ends when you retire.

# When Coverage Ends

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

## When Coverage Ends for Employees

Your coverage under the plan will end if:

- The plan is discontinued;
- You voluntarily stop your coverage;
- The group policy ends;
- You are no longer eligible for coverage;
- You do not make any required contributions; or
- Your employment stops for any reason, including job elimination or being placed on severance. This will be either the date you stop active work, or the day before the first premium due date that occurs after you stop active work. However, if premium payments are made on your behalf, Aetna may deem your employment to continue, for purposes of remaining eligible for coverage under this Plan, as described below:
  - If you are not actively at work due to illness or **injury**, your coverage may continue until stopped by your employer, but not beyond 12 months from the start of the absence.
  - If you are not actively at work due to temporary lay-off or leave of absence, your coverage may continue until stopped by your employer, but not beyond the end of the month following two months from the date on which your absence started.
  - If you are eligible as a permanently and totally disabled employee under the terms of the *Eligibility* section, your coverage may be deemed to continue for Life Insurance while you remain eligible under that section.

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

# Converting to an Individual Life Insurance Policy

## Eligibility

You will be eligible to apply for an individual life insurance policy, called a conversion policy, if the group plan coverage for you ends because:

- Your employment was terminated;
- You are no longer in an eligible class;
- Your basic coverage amount has been reduced because of the group policy's age, or retirement reductions;
- An amendment to the Plan or a change in your class or a reduction in your amount of coverage; or
- The policy terminates.

You will be able to convert the amount of insurance that then ends (but see "Features of the Conversion Policy"). However you may opt to convert a lesser amount.

In these circumstances, an application for conversion can be completed and submitted to **Aetna** without providing proof of good health.

## Electing Conversion

You will be notified of the right to convert within 15 days before or after the date life insurance ends or is reduced. Written notice of the Life Conversion Privilege and Request form will be given to you by your employer, or mailed to you by your employer to your last known address. The notice will include detailed instructions.

Submit to **Aetna** your completed application, along with the first premium payment, within 31 days after your insurance ends for any of the reasons under "Eligibility" above.

Should you be notified of your right to convert more than 15, but less than 90 days after the date insurance would otherwise end, the period to make written request to convert and pay the first premium will be extended for 45 days after you are given such notice. But, if notice is not given within 90 days after your insurance ended, the time allowed to convert will expire at the end of those 90 days.

## Features of the Conversion Policy

The converted policy may be any kind of individual policy customarily offered by **Aetna** at the time of application for the amount of the individual policy, at your attained age. The converted policy may not be a term policy, except for the limited period set forth below. The converted policy will not have disability or other supplementary benefits. The terms and conditions of the converted policy may be different from your coverage under this group plan; it may contain exclusions, or exclusions that are different from those in the group policy. Where termination, or reduction, of coverage results from the person's permanent and total disability, the covered person may elect conversion to any kind of individual policy customarily offered by Aetna, including term insurance.

If the person is eligible to convert because the policy terminates, the amount will not exceed the amount of life insurance under this policy then terminating, less any amount of life insurance for which the person may become eligible under any group policy issued or reinstated by Aetna or any other carrier within the next 45 days.

You may request to have the effective date of the form of insurance to be provided by the converted policy deferred for up to one year. It will be ridered or endorsed to provide term insurance for the period of the deferment. The premiums due under the converted policy on and after the end of the term insurance period will be based on your attained age on such date.

## **Your Premiums and Payments**

Aetna will set the premium cost for the converted policy at the customary rates in effect at the time the policy is issued. You will be responsible for making premium payments on a timely basis.

## **When An Individual Policy Becomes Effective**

The individual policy will become effective on the date coverage terminated under the Policy. Once your individual policy becomes effective it will replace the benefits and privileges of your former group plan.

## **Impact of Death during Conversion Application Timeframe**

If you die during the 31-day conversion period (or an extended notice period), and before the individual policy becomes effective, benefits to your beneficiary will be paid through your group plan. The amount payable is limited to the maximum amount that would have been converted to your individual policy. This limit amount will be paid even if **Aetna** has not received a conversion application or the first premium payment for the individual policy.

## **If You Are Totally Disabled**

You may be entitled to certain rights or benefits under the life insurance portion of this plan if you are or become permanently and totally disabled.

If you exercise your conversion privilege, and it is later determined that you are eligible for life insurance under this plan because you were permanently and totally disabled at the time your Life Insurance ended, please follow the guideline in the description of the disability provision in the *Life Insurance Plan* section.

# General Provisions

## Physical Examinations

**Aetna** will have the right and opportunity to have a **physician** or dentist of its choice examine any person who is requesting benefits. This will be done at all reasonable times while a claim for benefits is pending or under review. This will be done at no cost to you.

## Additional Provisions

The following additional provisions apply to your coverage:

This document describes the main features of the plan. Additional provisions are described elsewhere in the group contract. If you have any questions about the terms of the plan or about the proper payment of benefits, contact your employer or **Aetna**.

Your employer hopes to continue the plan indefinitely but, as with all group plans, the plan may be changed or discontinued with respect to your coverage.

## Misstatements

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

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

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

## Incontestability

The validity of your insurance under this Policy shall not be contested, except for non-payment of premiums, after it has been in force for 2 years. No statement made by you about your insurability shall be used by **Aetna** in contesting the validity of the insurance as to which such statement was made if the insurance has been in force prior to the contest for 2 years during your lifetime; or if the insurance under the Policy may be increased upon your application and the production of evidence of good health if the increase has been in force prior to the contest for 2 years during your lifetime; nor unless such statement is contained in a written form signed by you, and a copy provided to you or your beneficiary. This provision will apply in its entirety to any increases in your amounts of coverage.

## Payment of Benefits

Benefits will be paid as soon as the necessary proof to support the claim is received. Written proof must be provided for all benefits.

Any death benefit for loss of life will be paid in accordance with the beneficiary designation. Payment will be made in one sum.

If your beneficiary is a minor or, in **Aetna's** opinion, legally unable to give a valid release for payment of any life benefit coverage, 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.

## Contacting Aetna

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

Aetna Life Insurance Company  
151 Farmington Avenue  
Hartford, CT 06156

You may visit **Aetna's** web site at [www.aetna.com](http://www.aetna.com).

## Effect of Prior Coverage - Transferred Business

If your coverage under any part of this plan replaces any prior coverage for you, 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 (e.g., transferred business). The replacement can be complete or in part for the eligible class to which you belong. Any such plan is prior coverage if provided by another group contract or any benefit section of this plan.

Your Life Insurance coverage under this plan replaces and supersedes any prior life insurance coverage. It will be in exchange for everything as to the prior life insurance coverage. If you or your beneficiary becomes entitled to claim under the prior life insurance coverage, your Life Insurance coverage under this plan will be canceled. This will be done as of its effective date. Any premiums paid for your Life Insurance coverage under this plan will be returned to your employer.

The beneficiary you named under a prior **Aetna** life insurance coverage plan will apply to this plan. This can be changed according to the terms of this plan.

The "*Incontestability*" provision and any applicable suicide exclusion will relate back to the prior coverage.

By mutual agreement between **Aetna** and the Policyholder, the Active Work Rule will, on the day after the date your prior coverage terminates, not apply to you if your name is given to **Aetna** by that day. The amount of your life insurance coverage will be the amount in effect under the prior coverage on the day before you become insured for Life Insurance coverage under this policy.

Any Age Reduction Rule or Retirement Rule of this policy will apply to you if:

- The Rules do not provide a greater amount of Life Insurance coverage than your amount under the prior coverage; or
- Your Life Insurance coverage had not been reduced under the prior coverage due to age or retirement.

If you do not return to active work within 12 months from the date Life Insurance goes into effect, Life Insurance will cease at the end of such 12 month period. This will happen unless **Aetna** determines you are eligible for extended insurance as a permanently and totally disabled employee under the terms of any Permanent and Total Disability Benefit of this policy.

This provision shall terminate if:

- Your Life Insurance terminates; or
- You meet the Active Work Rule.

If you stay insured or again become eligible, this policy shall apply to you as though this provision were not included.

# Glossary

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

## I

### **Injury**

An accidental bodily **injury** that is the sole and direct result of:

- An unexpected or reasonably unforeseen occurrence or event; or
- The reasonable unforeseeable consequences of a voluntary act by the person.

The act or event must be definite as to time and place.

## P

### **Physician**

A duly licensed member of a medical profession who:

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

This also includes a health professional who:

- Is properly licensed or certified to provide medical care under the laws of the jurisdiction where he or she practices;
- Provides medical services which are within the scope of his or her license or certificate; and
- Under applicable insurance law is considered a "physician" for purposes of this coverage;

A **physician**:

- is not you or related to you; and
- Has the medical training and clinical expertise suitable to treat your condition.

## T

### **Terminal Illness**

**Terminal Illness** means a medical prognosis of 12 months to live.

## **Confidentiality Notice**

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

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

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

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

## **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.

**Name of Plan:**

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

**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  
Telephone Number: 518-465-1571

**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

Service of legal process may also be made upon the Plan Administrator

**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.

## **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.

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

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

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

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

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

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

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

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

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

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

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

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

# Aetna Life Insurance Company

Hartford, Connecticut 06156

## Amendment

**Policyholder:**

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

**Group Policy No.:**

GP-888470

The group policy specified above has been amended. The following sets forth 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.

## Appeals Procedure

### Definitions

**Adverse Benefit Determination:** A denial; reduction; termination of; or failure to provide or make payment (in whole or in part) for a benefit.

Such **adverse benefit determination** may be based on the covered person's eligibility for coverage.

**Appeal:** An oral or written request to Aetna to reconsider an **adverse benefit determination**.

**Complaint:** Any oral or written expression of dissatisfaction about the quality or the operation of the Plan.

## Claim Determinations

Aetna will make notification of a claim determination as soon as possible but not later than 90 calendar days after the claim is made. Aetna may determine that due to matters beyond its control an extension of this 90 calendar day claim determination period is required. Such an extension, of not longer than 90 additional calendar days, will be allowed if Aetna notifies the covered person within the first 90 calendar day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which a decision can be expected.

## Complaints

If you are dissatisfied with the service you receive from the Plan you must call or write Aetna Customer Service within 30 calendar days of the incident. You must include a detailed description of the matter and include copies of any records or documents that you think are relevant to the matter. Aetna will review the information and provide you with a written response within 30 calendar days of the receipt of the **complaint**, unless additional information is needed and it cannot be obtained within this period. The notice of the decision will tell you what you need to do to seek an additional review.

## Appeals of Adverse Benefit Determinations

You may submit an **appeal** if Aetna gives notice of an **adverse benefit determination**. This Plan provides for one level of **appeal**.

You have 60 calendar days following the receipt of notice of an **adverse benefit determination** to request your level one **appeal**. Your **appeal** may be submitted orally or in writing and should include:

- Your name;
- Your employer's name;
- A copy of Aetna's notice of an **adverse benefit determination**;
- Your reasons for making the **appeal**; and
- Any other information you would like to have considered.

Send your **appeal** to the address shown on the notice of adverse benefit determination or you may call in your **appeal** using the Toll-Free telephone number listed on such notice.

You may also choose to have another person (an authorized representative) make the **appeal** on your behalf by providing written consent to Aetna.

### **Level One Appeal**

Aetna shall issue a decision within 60 calendar days of receipt of the request for an **appeal**. If Aetna determines that due to special circumstances an extension of time for claim processing is required, such an extension, of not longer than 60 additional calendar days, will be allowed if Aetna notifies the covered person within the first 60 calendar day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which a decision can be expected.

### **Exhaustion of Process**

You must exhaust the applicable Level One process of the Appeal Procedure before you establish any:

- litigation;
- arbitration; or
- administrative proceeding;

regarding an alleged breach of the policy terms by Aetna Life Insurance Company; or any matter within the scope of the Appeals Procedure.

You DO NOT have to exhaust the applicable Level One process of the Appeal Procedure before you may contact the State of New York Department of Insurance to request an investigation of a **complaint** or **appeal**; or file a complaint or **appeal** with the State of New York Department of Insurance.

**Rider:**

New York Complaint and Appeals Life Insurance Rider

**Issue Date:**

January 1, 2012



Mark T. Bertolini  
Chairman, Chief Executive Officer and President

Aetna Life Insurance Company  
(A Stock Company)

# Schedule of Benefits

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

**Employer:** Hamilton College - 2059

**Employer Effective Date:** January 1, 2012

**Group Policy Number:** GP-888470

**Issue Date:** January 1, 2012

**Schedule:** 19A

**Cert Base:** 19

For: Life Insurance and Supplemental Life Insurance

This is an ERISA plan, and you have certain rights under this plan. Please contact your Employer for additional information

# Schedule of Life Insurance Benefits

## Employees

### Basic Life Schedule

**Classification**

**Amount\***

Active Employees working a minimum of 17.5 hours weekly

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 Schedule

### Classification

### Amount\*

Active Employees working a minimum of 17.5 hours weekly

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.

Note: Your overall combined maximum for Basic and Supplemental Life Insurance is \$500,000.

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 make a change, your employer can provide you with information on how and when changes can be made.

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

The amounts of your Life 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).

If earnings are based on commissions only - your earnings will be based on the average of commissions received over the last three calendar years or the basic annual drawing account of new commission employment until such time you have been employed for three calendar years. Then, the average commissions over those last three calendar years will be considered.

If earnings are based on commissions plus salary - your earnings will be based on your basic annual salary plus commissions received.

If earnings are based on salary and bonuses - your earnings will be based on your basic annual salary plus bonuses received.

## Evidence Requirements for Supplemental Life

If you do not or did not elect Supplemental Life Insurance within 31 days of the date you were first eligible to elect Supplemental Life Insurance, whether under this Plan or any other group plan sponsored by the Policyholder, coverage under this Plan will not take effect until you submit evidence of good health to Aetna. If evidence of good health is not acceptable to Aetna, you will not be eligible for coverage under this Plan.

In addition, the following apply while you are insured:

- You elect to increase your Supplemental Life Insurance by one level or multiple of your basic annual earnings then you can only become insured for the higher amount if you submit evidence of good health, and **Aetna** approves. This applies even if **Aetna** has approved evidence of your good health in the past.
- You elect to increase your Supplemental Life Insurance by any amount after you have applied for an Accelerated Death Benefit, you can become insured for this higher amount only if you submit evidence of good health, and **Aetna** approves.

# Accelerated Death Benefit

Employees

ADB months	12 months
ADB percentage	up to 75%
ADB minimum	The lower 25% of your amount of Insurance or \$50,000.

ADB Months means the number of months of your remaining life expectancy.

## **General**

This Schedule of Benefits replaces any similar Schedule of Benefits previously in effect under your plan of benefits. Requests for coverage other than that to which you are entitled in accordance with this Schedule of Benefits cannot be accepted. This Schedule is part of your Booklet-Certificate and should be kept with your Booklet-Certificate form GR-9N. Coverage is underwritten by Aetna Life Insurance Company.

# Aetna Life Insurance Company

Hartford, Connecticut 06156

## Amendment

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

**Group Policy No.:** GP-888470

**Effective Date:** January 1, 2012

**Employer:** **Hamilton College - 2059**

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 language below replaces the "**Permanent and Total Disability Benefit**" language found in the Life Insurance section of your Booklet-Certificate.

## Permanent and Total Disability Benefit

In the event you become disabled as the result of a serious **illness** or **injury**, you may be eligible for a permanent and total disability benefit. A **physician** must determine that you are permanently and totally disabled. You must meet the conditions set forth below. You will not have to make any further contributions for life insurance coverage, and your employer will not have to make premium payments on your behalf.

**If you were insured for any Accidental Death and Personal Loss Coverage, that coverage ends on the date this section applies to your Life Insurance coverage.**

### Permanently and Totally Disabled

You will be considered permanently and totally disabled under the plan if your illness or accidental injury prevents you from:

- Working at your own job or any other job for pay or profit; and
- Being able to work at any reasonable job. A "reasonable job" is any job for pay or profit which you are, or may reasonably become, qualified for by education, training, or experience.

### Qualifying for the Permanent and Total Disability Benefit

You must meet *all* of the following criteria to qualify for this benefit:

- You must be insured under this plan when you stop **active work** due to your **illness** or **injury**;
- You must be under age 60 when you stop **active work**; and
- You must be absent from active work for 6 consecutive months without interruption.

Stopping active work means the date you are no longer physically at your job performing the duties of your job.

The conversion privilege will be available at any time during this period for the amount of your insurance.

You must furnish proof of your permanent and total disability upon request by Aetna. Aetna also has the right to have a physician examine you, at no cost to you. Aetna will use the information to help determine if you are permanently and totally disabled.

You must give **Aetna** a written notice of claim for this extended benefit. **Aetna** must receive your notice within 12 months from the date you stop **active work**. If your written notice is not received within 12 months of the date you stop **active work**, you will not be eligible for this benefit extension. Notice of claim needs to be given to **Aetna** during your lifetime and during the period of Total Disability. Failure to give such notice will not invalidate or reduce any claim if such notice is given as soon thereafter as reasonably possible.

### **Amount of Extended Benefit Payable**

Your extended benefit will be equal to the amount you were insured for on the date your permanent and total disability began. However, coverage will be reduced as described in the section called “*When Life Insurance Coverage Amounts are Reduced.*”

Failure to provide proof of death or disability within the required time will not invalidate or reduce any claim if it was not reasonably possible to do so, provided such proof is given as soon as reasonably possible and, except in the absence of legal capacity, no later than one year from the time proof is otherwise required.

### **When the Permanent and Total Disability Benefit Cease**

This benefit extension will stop when the first of the following occurs:

- The date **Aetna** sends you a request (at the most recent address in its records) for:
  - An exam or proof that you are still permanently and totally disabled; and
  - You do not go for the exam or provide proof of your continued disability within 31 days of that date.
- The date you are able to work at any reasonable job;
- The date you begin working at any job for pay or profit;
- The date you reach the amended 1983 Social Security Normal Retirement Age. See the chart below.

<b>Birth Year</b>	<b>Normal Retirement Age</b>
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 your insurance has been extended continuously for 2 years, **Aetna** will not require an exam or proof more than once in a 12 month period.

You will be eligible to convert to an individual life insurance policy, as if your [employment] had ended, when this benefit extension ceases. Refer to the *Conversion* section for more details. However, the amount of life insurance which you may convert will be reduced by the amount for which you become eligible or insured under any group policy within 45 days after this benefit extension ceases.

## Extended Death Benefit

- Your life insurance premium payments ended while you were absent from work due to **illness** or **injury** and before **Aetna** received your written notice of claim for the permanent and total disability benefit;
- You were continuously absent from **active work** until the time of your death;
- Your death occurred no later than 12 months after premium payments stopped;
- You would have qualified for the permanent and total disability benefit except that:
  - You were not absent from work for 6 consecutive months without interruption; or
  - **Aetna** had not yet received or approved your claim for the permanent and total disability benefit.

In the event the coverage under the group policy is discontinued, the Extended Death Benefit will continue for the same duration and under the same terms, as long as these conditions apply.

Your beneficiary must give **Aetna** written notice of your death within 12 months of your death. If **Aetna** does not receive the notice, **Aetna** will not be obligated 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. After you cease **active work** with your employer due to **illness** or **injury**, you must ensure that **Aetna** and your employer have current beneficiary information on file. If current beneficiary information is not sent to **Aetna** in writing, and, your employer has discontinued the Plan with **Aetna**, **Aetna** will have the right to rely on the most recent beneficiary information that **Aetna** has on file at the time of claim. **Aetna** will be fully discharged of its duties as to any payment made.

If you have an individual policy that was issued to you under the conversion privilege, your rights under this section may be restored only if you give up your conversion policy and do not make a claim for benefits under the conversion policy. Any premium already paid for the conversion policy will be returned to your beneficiary, minus any dividends or outstanding loans, on surrender of this policy.



Mark T. Bertolini  
Chairman, Chief Executive Officer and President

Aetna Life Insurance Company  
(A Stock Company)

PW 6 Months  
Rider: 1  
Issue Date: January 1, 2012

# Aetna Life Insurance Company

Hartford, Connecticut 06156

## Amendment

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

**Group Policy No.:** GP-888470

**Effective Date:** January 1, 2012

**Employer:** **Hamilton College - 2059**

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 sub-section below entitled "**When Coverage Ends for Employees**" is hereby added to the **When Coverage Ends** section of your Booklet-Certificate.

## When Coverage Ends

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

### When Coverage Ends for Employees

Your coverage under the plan will end if:

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

- If you are not actively at work due to temporary lay-off or leave of absence, your coverage may continue until stopped by your employer, but not beyond the end of the month following 12 months from the date on which your absence started.
- If you are eligible as a permanently and totally disabled employee under the terms of the *Eligibility* section, your coverage may be deemed to continue for Life Insurance while you remain eligible under that section.

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



Mark T. Bertolini  
Chairman, Chief Executive Officer and President

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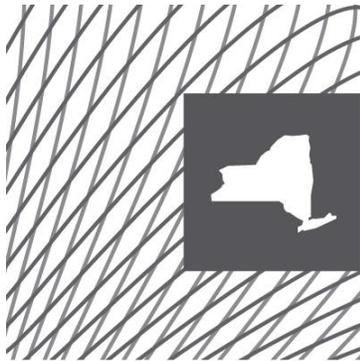
When Coverage Ends For Employees - Life Insurance  
Rider: 6  
Issue Date: January 1, 2012

# BENEFIT PLAN

Prepared Exclusively for  
Trustees of the Business Council of New  
York State, Inc. Insurance Fund

ADPL

What Your Plan  
Covers and How  
Benefits are Paid



The  
Business  
Council  
INSURANCE FUND

aetna<sup>SM</sup>

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

## Preface (GR-9N-02-005-02 NY)

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

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

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

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

Group Policyholder:	Trustees of the Business Council of New York State, Inc. Insurance Fund
Group Policy Number:	GP-888470
Issue Date:	January 1, 2012
Employer:	<b>Hamilton College - 2059</b>
Employer Effective Date:	January 1, 2012
Booklet-Certificate Number:	4A - ADPL



Mark T. Bertolini  
Chairman, Chief Executive Officer and President

Aetna Life Insurance Company  
(A Stock Company)

## Coverage for You (GR-9N-02-005-02 NY)

### Accidental Death and Personal Loss Coverage (GR-9N-02-015-01)

A benefit is payable for certain losses if both of the following occur while your coverage is in effect:

- You are involved in an **accident**; and
- You suffer a bodily **injury** as a direct result of the **accident**.

Please refer to the *Accidental Death and Personal Loss* section for more details about covered losses.

# Eligibility, Enrollment and Effective Date of Your Coverage

(GR-9N-29-005-02 NY)

Who Can Be Covered

How and When to Enroll

When Your Coverage Begins

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

## Who Can Be Covered

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

### Employees

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

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

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

You are in an eligible class if:

- You are a regular full-time employee, as defined by your employer.

In addition, to be in an eligible class you must be scheduled to work on a regular basis at least **17.5** hours per week during your Employer's work week.

### Probationary Period (GR-9N-29-005-02)

Once you enter an eligible class, you will need to complete the probationary period before your coverage under this plan begins.

### Determining When You Become Eligible

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

If you are in an eligible class on the effective date of this plan, and you had previously satisfied the plan's probationary period, your coverage eligibility date is the effective date of this plan. If you are in an eligible class on the effective date of this plan, but you have not yet satisfied the plan's probationary period, your coverage eligibility date is the date you complete the probationary period of continuous service for your employer. This is defined as the probationary period. If you had already satisfied the plan's probationary period before you entered the eligible class, your coverage eligibility date is the date you enter the eligible class.

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

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

### **Enrollment**

You will be provided with plan benefit and enrollment information when you first become eligible to enroll. You will need to enroll in a manner determined by **Aetna** and your employer. You will also need to agree to make required contributions for any contributory coverage. Your employer will determine the amount of your plan contributions, and will advise you of the required amount. Your contributions will be deducted from your pay. Remember plan contributions are subject to change. You will need to enroll within 31 days of your eligibility date.

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

### **Your Effective Date of Coverage**

If you have met all the eligibility requirements, your coverage takes effect on the later of:

- The date you are eligible for coverage; and
- The date you return your completed enrollment information; and
- The date your required contribution is received by **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.

# Your Accidental Death and Personal Loss Coverage

(GR-9N-04-005-01 NY)

Covered Losses

Accident Benefits Payable

Additional Benefits

Accidental Death and Personal Loss Coverage (ADPL) covers losses you suffer solely and as a direct result of an accidental bodily **injury** that occurs while covered by the plan. Benefits are payable to your beneficiary if you die, or to you if you suffer any other covered loss in an **accident**.

Refer to the *Schedule of Benefits* for additional information about your ADPL benefits.

## How the Plan Works (GR-9N-04-005-01NY)

### Covered Losses

The plan covers a loss you suffer solely and as a direct result of bodily **injury** that happens while you are covered by the plan. The loss must be caused directly, and apart from any other cause, by that bodily **injury** within 365 days after the **accident**.

Loss means:

- Loss of life.
- Loss of a hand by actual and permanent severance at or above the wrist joint.
- Loss of a foot by actual and permanent severance at or above the ankle joint.
- Complete and irrecoverable loss of sight in the eye.
- Total and permanent loss of speech or hearing in both ears.
- Loss of the thumb and index finger of the same hand by actual and permanent severance at or above the metacarpophalangeal joint of both fingers.
- Complete and irrecoverable loss of use of the body or one or more limbs as a result of paralysis (“limb” means the entire arm or leg).
- A full thickness third degree burn (except sunburns).
- Loss of use of the body (limbs and consciousness) as a result of a coma
- .

Loss of speech or hearing is considered permanent if it has lasted for 12 months in a row; unless the attending **physician** states otherwise.

### Exposure

Loss of life caused by exposure to natural or chemical elements will be treated as accidental if the exposure was a direct result of an **accident**.

### Disappearance

The plan will pay an accidental death benefit if your body is not found, and no contrary evidence about the circumstances of your disappearance arises, within one year of the accidental disappearance, sinking, or wrecking of a conveyance you occupied.

## Accidental Death and Personal Loss Benefit Payable (GR-9N-04-015-01 NY)

If you die, or suffer a covered loss solely and as a direct result of a bodily **injury** within 365 days of the date of the **accident** causing the **injury**, the plan will pay a benefit. The benefit is expressed as a percentage of the principal sum. The principal sum is the full benefit payable by the plan. The following table defines the benefit payable for each type of loss.

Covered Loss	Percentage of the Principal Sum Paid By the Plan
Loss of Life -including exposure and presumed disappearance.	100%
Loss of both feet, both hands, or the sight in both eyes	100%
Loss of both speech and hearing in both ears	100%
Loss of one hand, one foot or the sight in one eye	50%
Loss of speech or hearing in both ears	50%
Loss of thumb and index finger of the same hand	25%
Loss of use of the body or of one or more limbs as a result of paralysis, as follows:	
Quadriplegia	100%
Paraplegia or hemiplegia	50%
Uniplegia	25%
Full thickness third degree burns (except sunburns) over:	
75% of the body	100%
25% of the body	50%
Loss of use of the body (limbs and consciousness) as a result of a coma	100%, minus (a) any other benefit under the plan for injuries resulting from the same accident, times (b) 5%

### Payment of Benefits

The plan will pay all the benefits, except for loss of life, to you. The benefit for the loss of life will be paid to the beneficiary you named.

### Loss due to Coma

The plan will pay a monthly benefit if you remain continually **comatose** for at least 30 days in a row.

Written proof that you are in a **coma** must be provided to **Aetna** within 60 days after the date you become **comatose**.

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

The monthly benefit is payable for 11 months. After you have been continually **comatose** for 12 months, the plan will pay the remainder of your principal sum.

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.

**Aetna** has the right to require proof that the **coma** continues. **Aetna** may, at its own expense, examine you while **comatose**. **Aetna** will not request an exam or proof more than twice in a 12-month period.

The monthly benefit is payable as long as the **coma** continues, until the earliest of the following occurs:

- You are no longer in a coma because you have died or, recovered, or your condition has changed, as certified by a physician;  
**Aetna** requests an exam, and it is not performed, or the results are not given to **Aetna**;

- **Aetna** is not given proof that the coma continues; or
- The plan pays your principal sum in full.

### Additional Information

The plan will not pay a **coma** benefit if:

- No named beneficiary survives you; or
- No beneficiary has been named; and
- No immediate family member to whom the benefit may be paid survives you. Immediate family members include: your spouse, your children, your parents, and your brothers and sisters.

### Other Losses

The plan will pay all benefits, except for loss of life, to you. The benefit for loss of life will be paid to the beneficiary you named.

### Maximum Benefit

The plan will pay up to the principal sum for all losses, that result from one **accident**, except as may be provided under *Additional Benefits Under the Accidental Death and Personal Loss Plan*.

## Total Disability Death Benefit (GR-9N-04-020-01NY)

The plan will pay a benefit equal to the principal sum if you become totally disabled solely and as a direct result of a bodily **injury**, and:

You remain continuously disabled from the date of the **accident** until your death; and

You die while you are covered by the plan.

### Important Note

For purposes of this benefit provision, you are totally disabled if:

- You are not able to work at your own job;
- You are not able to work at any other job for pay or profit; and
- You are under age 60 at the time of the **accident**.

The payment will be issued to your beneficiary. The amount of the payment will be reduced by any other ADPL payment the plan makes for the same **accident**.

## Additional Benefits Under the Accidental Death and Personal Loss Plan (GR-9N 04-025 01)

This section describes additional losses that may be covered by the ADPL plan if the losses are solely and as a direct result of an **accident**. You must be covered by the plan at the time of the accident that causes the loss

### Passenger Restraint and Airbag Benefit (GR-9N 04-025 01)

The plan will pay a **passenger restraint** benefit if:

- You are the driver of, or a passenger in, a **motor vehicle**; and
- The **motor vehicle** is involved in an **accident**; and
- You die as a direct result of the **motor vehicle accident**; and
- Death occurs within 365 days of the **accident**; and

- You were properly using a **passenger restraint** at the time of the **accident**; and
- The driver of the car had a valid **motor vehicle** license at the time of the **accident**.

The plan will also pay an **airbag** benefit if:

- An **airbag** is activated as the result of the same **motor vehicle accident**; and
- The **airbag** system does not save the life of the person it was designed to protect.

The plan will pay the **airbag** benefit only if you are properly using a **passenger restraint** at the time of the **accident**.

### Benefit Payable

The benefit payable depends on whether you were using a **passenger restraint** properly at the time of the **accident** and whether the **airbag** deployed:

At the time of the accident, if you:	... and the Airbag	... the plan will pay:
Used the <b>passenger restraint</b> properly,	Deployed,	<b>Passenger restraint</b> benefit; and <b>Airbag</b> benefit.
Used the <b>passenger restraint</b> properly,	Did not deploy,	<b>Passenger restraint</b> benefit.
Did not use the <b>passenger restraint</b> properly,	Deployed,	No benefit.
Did not use the <b>passenger restraint</b> properly,	Did not deploy	No benefit.

**Aetna** must receive verification that:

- You were using the **passenger restraint** system at the time of the **accident**; and
- For the **airbag** benefit, the **airbag** system was activated by the **accident**.

The verification must be part of the official **accident** report or certified, in writing, by the investigating officer(s).

Refer to the *Schedule of Benefits* for the benefit payable.

### Education Benefit (GR-9N-04-030-01 NY)

The education benefit will help provide for your child's education and give your surviving spouse financial help for the cost of employment training if you die as the result of an **accident**.

The plan will pay an education benefit if:

- You die solely and as a direct result of an **accident**; and
- Your death occurs within 365 days of the **accident**.

### Education Benefit for Your Dependent Children

#### Eligible Dependent Children

Your dependent child must meet all the following requirements to be eligible for educational benefits:

- The child is your unmarried:
  - Biological child;
  - Adopted child;
  - Stepchild; or
  - Any other child you support that lives with you in a parent-child relationship;
- The child:
  - Is attending school (school means kindergarten through the 12<sup>th</sup> grade of high school), or
  - Is under the age of 23; and

- Is attending college or trade school on a full time basis at the time of your death; or
- Enrolls in college or trade school on a full-time basis within 365 days after the claim has been approved.

### **Educational Benefit Payable**

The benefit payable is expressed as a percentage of your principal sum if you die.

Refer to the *Schedule of Benefits* for the benefit payable.

The first payment will be made when:

- Your ADPL benefit is paid; and
- **Aetna** receives written proof that the dependent child is attending school on a regular basis.
- Subsequent education benefit payments will be made in annual installments, for up to three more years. The payment will be issued on the anniversary of the payment as long as your dependent child remains in school on a regular basis.

**Aetna** will issue payment directly to a dependent child who has reached the age of majority. For a minor child or a child who, in **Aetna's** opinion, is legally unable to give a valid release for the payment of any life insurance benefit, **Aetna** will issue payment to:

- The guardian of the estate of the minor;
- The custodian under the Uniform Transfer to Minor's Act; or
- The adult caretaker/legal guardian, as permitted under 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.

### **When Education Benefits End for a Dependent Child**

The plan will pay the benefits until the earliest of the following occurs:

- Four years from the date of your death;
- The date your child no longer qualifies as a dependent child; or
- 30 days from the date that **Aetna** requests satisfactory written proof that the child continues to qualify as a dependent child, and that proof is not given to **Aetna**.

### **Education Benefit for Your Surviving Spouse**

The plan will pay an educational benefit to your surviving spouse who, as the result of your death, enrolls in an employment training program to obtain or supplement an independent source of income.

The education benefit will be paid to your surviving spouse, regardless of who is named as beneficiary for your life insurance. If you do not have a surviving spouse, an Education Benefit will be payable in a lump sum to your named beneficiary.

### **Education Benefit Payable**

Refer to the *Schedule of Benefits* for the benefit payable.

The first payment will be made when:

- Your ADPL death is paid; and
- **Aetna** receives written proof within 365 days after the claim has been approved that your spouse is enrolled in an employment training program.

Subsequent education benefit payments will be made in annual installments, for up to three more years. The payment will be issued on the anniversary of the first payment, as long as your spouse remains enrolled in an employment training program.

### When Education Benefits End For Your Spouse

The plan will pay benefits until the earliest of the following occurs:

- Four years from the date of your death; or
- 30 days from the date that **Aetna** requests satisfactory written proof that your spouse is enrolled in an employment training program and that proof is not given to **Aetna**.

### Child Care Benefit (GR-9N-04-035-01NY)

The plan will pay child care benefit for each eligible dependent child if:

- You die solely and as a direct result of an **accident**; and
- Your death occurs within 365 days of the **accident**.

### Eligible Dependents

Your dependent child must meet all of the following requirements to be eligible for child care benefits:

- The child is your:
  - Biological child;
  - Adopted child;
  - Stepchild; or
  - Any other child you support that lives with you in a parent-child relationship;
- The child is under the age of 13; and
- The child:
  - Is enrolled in a **legally licensed day care center** on the date of the **accident**; or
  - Is subsequently enrolled in a **legally licensed day care center** within 90 calendar days after the date the claim is approved.

### Child Care Benefit Payable

The benefit payable is expressed as a percentage of your principal sum if you die.

Refer to the *Schedule of Benefits* for the benefit payable.

#### Important Note

If both you and your spouse die because of the same **accident**, the plan will pay a single child care benefit, based on your principal sum.

The first payment will be made when your ADPL benefit is paid. **Aetna** must receive written proof that the dependent child is enrolled in a **legally licensed child care center**.

Subsequent child care benefit payments will be made in annual installments, for up to three years. The payment will be issued on the anniversary of the first payment, as long as your dependent child remains enrolled in a **legally licensed child care center**.

**Aetna** will issue payment to:

- The guardian of the estate of the minor;
- The custodian under the Uniform Transfer to Minors Act; or
- The adult caretaker/legal guardian, as permitted under state law.

If on your death, or the death of your covered dependent spouse, there is no surviving dependent child, a Child Care Benefit will be payable in a lump sum to your named beneficiary.

## When Child Care Benefits End for a Dependent Child

The plan will continue to pay benefits until the earliest of the following occurs:

- Four years from the date of your death;
- The date your child no longer qualifies as a dependent child; or
- 30 days from the date that **Aetna** requests satisfactory written proof that the child continues to qualify as a dependent child, and that proof is not given to **Aetna**.

## Repatriation of Remains (GR-9N 04-040 01)

The plan pays a benefit for the transportation of your body to a mortuary if you die more than 200 miles from your principal place of residence.

The repatriation of remains benefit is payable if:

- You die solely and as a direct result of an **accident** by this plan;
- Your death occurs within 365 days of the **accident**;
- The accident occurs outside a 200 mile radius from your principal place of residence; and
- An ADPL death benefit is payable.

Refer to the *Schedule of Benefits* for the benefit payable.

## Exclusions That Apply to Accidental Death and Personal Loss

(GR-9N-28-005-01 NY)

Not all events which may be ruled accidental are covered by this plan. No benefits are payable for a loss caused or contributed to by:

- Aviation, other than as a fare-paying passenger or a scheduled charter flight operated by a scheduled airline.
- Bodily or mental infirmity.
- Commission of or attempting to commit a felony.
- A disease or a bacterial infection (unless it results from the injury)
- Intentionally self-inflicted **injury**.
- Medical or surgical treatment\*.
- Use of narcotics or intoxicants – Aetna will not be liable for any loss sustained or contracted as a consequence of the covered person’s being intoxicated or under the influence of a narcotic, unless administered on the advice of a **physician**.
- Suicide or attempted suicide .
- War or any act of war (declared or not declared).

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

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

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

## Naming Your Beneficiary (GR-9N-04 121 01 NY)

A beneficiary is the person you designate to receive your accidental death and personal loss insurance if you should die while you are covered. You may name anyone you wish as your beneficiary. You may name more than one beneficiary. You will need to complete a beneficiary designation form, which you can get from the Policyholder.

If you name more than one primary beneficiary, benefits will be paid out equally unless you state otherwise on the form. If you name more than one primary beneficiary and the amount or percentage of the payment to your primary beneficiaries does not equal 100% of your accidental death and personal loss insurance, the difference will be paid equally to your named primary beneficiaries.

You may change your beneficiary choice at any time by completing a new beneficiary designation form. Send the completed form to the Policyholder or to **Aetna**. The beneficiary change will be effective on the date you sign the form provided it is on file with **Aetna** at the time of your death.

Prior to your death, you are the only person who can name or change your beneficiary. No other person may change your beneficiary on your behalf, including, but not limited to, any agent under power of attorney, whether durable or non-durable, or other power of appointment, unless it states that the agent may change the beneficiary under this plan.

**Aetna** pays death benefits in accordance with the beneficiary designation it has on record. Any payment made before **Aetna** receives your request for a beneficiary change will be made to your previously designated beneficiary. **Aetna** will be fully discharged of its duties as to any payment made, if the payment is made before **Aetna** receives notification of a change in beneficiary.

## If Your Beneficiary Dies Before You

If one of your named primary beneficiaries dies before you, his or her share will be payable in equal shares to any other named primary beneficiaries who survive you. If you have named a contingent beneficiary, your contingent beneficiary will only be paid if all primary beneficiaries die before you.

If you have not named a primary or contingent beneficiary, or if the person you have named dies before you, 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 you have no children, to your parents, equally or to the survivor.
- If there is no spouse; or you have no children, or parents, in equal shares to your brothers and sisters; or
- If none of the above survives, to your executors or administrators.

## If Your Beneficiary Is a Minor

The method of payment will differ if your beneficiary is:

- A minor; or
- Legally unable to give a valid release for payment of any accidental death and personal loss insurance in **Aetna's** opinion.

**Aetna** will issue (as permitted by applicable state law) the payment to:

- The guardian of your beneficiary's estate; or
- The custodian of the beneficiary's estate under the Uniform Transfer to Minors Act; or
- An adult caretaker/legal guardian.

**Aetna** will be fully discharged of its duties once **Aetna** has made your benefit payment. **Aetna** is not responsible for how the payment is used.

## Changes to Your Coverage Amounts (GR-9N-04-121-01 NY)

The amount of your accidental death and personal loss principal sum depends on a variety of factors, including your earnings, employment status, and employee class. Your benefit level may change as the result of a change in one or more of these factors.

### Changes in Benefit Level

If a change in benefit level increases or decreases your accidental death & personal loss coverage, your new coverage amounts will be effective on the date of the change. If you are not actively at work on the date of the change, the increase in any coverage will be postponed until you return to active work for one full day.

You have the right to refuse an increase in accidental death and personal loss coverage. You must make this request within 31 days of the date the change would have become effective.

#### Important Reminder

If you later decide to elect the increase (or any future increase) in accidental death and personal loss, the change will be effective on the date **Aetna** gives written consent.

### Changes in Contributory Coverage (GR-9N 04-121-01 NY)

A change in your rate of earnings, employment status or employee class may change the amount of your life insurance or accidental death and personal loss coverage. A reduction in your coverage will be effective on:

- The date you request a change in your life insurance and accidental death and personal loss coverage; or
- The date your earnings, status or class changes for all other coverage.

An increase in your insurance coverage will be effective on the date your earnings, status or classification changes. If you are not actively at work on the date of the change, the increase in any coverage will be postponed until you return to active work for one full day.

You have the right to refuse an increase in life insurance or accidental death and personal loss coverage. You must make this request within 31 days of the date the change would have become effective.

#### Important Reminder

If you refuse an increase in life insurance or accidental death and personal loss coverage, future changes in your earnings, status or class will not increase your coverage, unless **Aetna** gives written consent.

A retroactive change in your rate of earnings, status or classification will not change your coverage retroactively. Any resulting change in coverage will be effective on the date **Aetna** receives notice of the change, or as otherwise agreed upon between **Aetna** and your employer.

The rules described above do not apply to reductions due to age or retirement. For more information, please refer to *When Accidental Death and Personal Loss Insurance Amounts Are Reduced* sections.

# When Accidental Death and Personal Loss Insurance Coverage Amounts are Reduced (GR-9N 04-121-01 NY)

## Age Reduction Rules

Accidental death and personal loss coverage amounts will be reduced at age 70 then continue to reduce according to the schedule below.

<b>If You Are Age:</b>	<b>Your Insurance Amounts Will Be:</b>
70	65% of your accidental death and personal loss coverage amount
75	40% of your accidental death and personal loss coverage amount

Reductions are based on the amount of accidental death and personal loss principal sum coverage amounts in force on the day prior to the first day of the month in which you attain age 70.

The reduction will take effect on the first day of the calendar month following the month in which you attain the limiting age.

If you become eligible for coverage after you reach age 70, your amount of accidental death and personal loss coverage will be figured by multiplying:

- The amount of insurance you would have been eligible for prior to age 70; times
- The applicable percentage, based on your current age, as shown in the above schedule.

## When You Retire

Accidental death and personal loss coverage ends when you retire.

## When Coverage Ends (GR-9N-30-005-02 NY)

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

### When Coverage Ends For Employees (GR-9N-30-005-02 NY)

Your coverage under the plan will end if:

- The plan is discontinued;
- You voluntarily stop your coverage;
- The group policy ends;
- You are no longer eligible for coverage;
- You do not make any required contributions;
- You become covered under another plan offered by your employer; or

- Your employment stops for any reason, including job elimination or being placed on severance. This will be either the date you stop active work, or the day before the first premium due date that occurs after you stop active work. However, if premium payments are made on your behalf, Aetna may deem your employment to continue, for purposes of remaining eligible for coverage under this Plan, as described below:
  - If you are not **actively at work** due to **illness or injury**, your coverage may continue until stopped by your employer, but not beyond 12 months from the start of the absence.
  - If you are not actively at work due to temporary lay-off or leave of absence, your coverage may continue until stopped by your employer, but not beyond the end of the month following two months from the date on which your absence started.

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

## General Provisions

(GR-9N 32-005 02 NY)

### Legal Action

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

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

### Confidentiality

Information contained in your medical records and information received from any provider incident to the provider patient relationship shall be kept confidential in accordance with applicable law. Information may be used or disclosed by **Aetna** when necessary for the operation of the plan and administration of this Booklet-Certificate, or other activities, as permitted by applicable law. You can obtain a copy of **Aetna's** Notice of Information Practices at [www.aetna.com](http://www.aetna.com).

### Additional Provisions

The following additional provisions apply to your coverage:

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

### Claims of Creditors

Accidental Death and Personal Loss benefit payments are exempt from legal or equitable process for your debts, where permitted by law. The exemption applies to the debts of your beneficiary, too.

## **Misstatements** (GR-9N 32-005 02 NY)

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

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

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

## **Incontestability** (GR-9N 32-005 02 NY)

During the first two years that your insurance is in force, any statement that you have made may be used by **Aetna** in contesting the validity of that coverage. This also applies to any increase in your coverage for the two years that follow the effective date of that increase, if evidence of good health was required in order for the increase to take effect.

Once coverage (including any increases in coverage) has been continuously in effect for two years, the validity of your insurance (or increase in coverage) under this plan shall not be contested by **Aetna** unless your statement was in writing on a form signed by you and was fraudulently made in order to obtain that coverage or increase.

**Aetna** may also contest the validity of your insurance at any time under this plan for non-payment of premiums when due.

## **Reporting of Claims** (GR-9N-32-020-01)

You are required to submit a claim to **Aetna** in writing. Claim forms may be obtained from the Plan Administrator or from **Aetna**.

Your claim must give proof of the nature and extent of the loss. You must furnish true and correct information as **Aetna** may reasonably request. At any time, **Aetna** may require copies of documents to support your claim, including data about employment. You must also provide **Aetna** with authorizations to allow it to investigate your claim and your eligibility for and the amount of work earnings and other income benefits.

## **Reporting of Accidental Death & Personal Loss Claims**

In addition to the above, a claim must be submitted to **Aetna** in writing within 90 days after the date of the loss for Accidental Death & Personal Loss Coverage. All claims must give proof of the nature and extent of the loss. Your employer has claim forms.

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.

## Payment of Benefits (GR-9N-32-025-02 NY)

Benefits will be paid as soon as the necessary proof to support the claim is received, but not later (a) 30 days of receipt of a claim transmitted electronically or via the internet; or (b) 45 days for a claim submitted by other means. Written proof must be provided for all benefits.

Any death benefit for the loss of life will be paid in accordance with the beneficiary designation. Payment will be made in one sum.

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

**Aetna** may pay up to \$1,000 of any other benefit to any of your relatives whom it believes are 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.

## Contacting Aetna (GR-9N 32-005 01 NY)

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

Aetna Life Insurance Company  
151 Farmington Avenue  
Hartford, CT 06156

You may visit **Aetna's** web site at [www.aetna.com](http://www.aetna.com).

## Effect of Prior Coverage - Transferred Business (GR-9N 32-040-01NY)

If your coverage under any part of this plan replaces any prior coverage for you, 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 (e.g., transferred business). The replacement can be complete or in part for the eligible class to which you belong. Any such plan is prior coverage if provided by another group contract or any benefit section of this plan.

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 personal loss coverage plan will apply to this plan. This can be changed according to the terms of this plan.

# Glossary

(GR-9N 34-005 01)

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

## **A** (GR-9N 34-010 01 DE) (GR-9N-34-005-02)

### **Accident** (GR-9N-34-005-02)

This means a sudden external trauma that is; unexpected; and unforeseen; and is an identifiable **occurrence** or event producing, at the time, objective symptoms of an external bodily **injury**. The **accident** must occur while the person is covered under this Policy. The **occurrence** or event must be definite as to time and place. It must not be due to, or contributed by, an **illness** or disease of any kind including a reaction to a condition that manifests within the human body or a reaction to a drug or medication regardless of the reason you have consumed the drug or medication.

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

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

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

### **Aetna**

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

### **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.

## **C** (GR-9N 34-015 02)

### **Coma or Comatose**

A profound state of unconsciousness from which you or your covered dependent cannot be aroused to consciousness, even by powerful stimulation, as certified by a **physician**.

## **H** (GR-9N 34-040 02 NY)

### **Hospitalization**

Is necessary and continuous confinement as an inpatient in a **hospital** for which a room and board charge is made.

## **I** *(GR-9N 34-045 02 NY)*

### **Illness** *(GR-9N 34-045 02 NY)*

A pathological condition of the body that presents a group of clinical signs and symptoms and laboratory findings peculiar to it and that sets the condition apart as an abnormal entity differing from other normal or pathological body states.

### **Injury** *(GR-9N 34-045 02)*

An accidental bodily **injury** that is the sole and direct result of:

- An unexpected or reasonably unforeseen occurrence or event; or
- The reasonable unforeseeable consequences of a voluntary act by the person.

The act or event must be definite as to time and place. An **injury** is not the direct result of **illness**.

## **L** *(GR-9N 34-055 01)*

### **Legally Licensed Child Care Center**

A facility that is:

- Duly licensed, certified, or accredited by the jurisdiction in which it is located to provide child care; and
- Operating in compliance with applicable laws and regulations of the jurisdiction.

## **M** *(GR-9N-34-065-02 NY)*

### **Motor Vehicle**

This is a vehicle or vessel that is powered by any form of a motor, whether or not registered for land, air or water use and it is:

- A passenger land or water vehicle of pleasure design which includes autos, vans, trucks, three or four-wheel all terrain vehicles (ATV), motorcycles, motor scooters, four wheel drive vehicles, snowmobiles, and self-propelled motor homes; or
- A vehicle of commercial use or design which includes, but is not limited to a cab, limousine, tractor trailer or box truck, a bus or lawn tractor; or
- Any form of motorized equipment designed for use in construction or demolition which includes, but is not limited to a bulldozer, crane, front-loader, backhoe, steam roller or paver; or
- A vehicle designed for water use which includes, but is not limited to a boat, ship, jet-ski or personal water craft of any design, including sail-boats or other wind powered water craft; or
- A vehicle designed for air use which includes, but is not limited to a plane (including a glider), jet, an ultra-light aircraft or helicopter; or
- A vehicle used for any form of racing or any other type of competitive event; or
- A vehicle designed for use in farming.

For purposes of the **passenger restraint** and **airbag** benefit only, the following will not be considered to be a **motor vehicle**:

- Any **motor vehicle** which has been altered and no longer meets the licensing and registration requirements of the State where the accident occurred;
- A motorcycle, motor scooter moped or any other form of self-propelled two wheel vehicle;
- A snowmobile;
- A boat, jet-ski or personal water craft;

- A plane, helicopter or ultra-light aircraft;
- An “ATV” all terrain vehicle;
- A military vehicle;
- A vehicle used for farming;
- A subway or train;
- A vehicle used for any form of racing or any other type of competitive event.

## **P** (GR-9N-34-080-05 NY)

### **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 that 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.

### **Physician**

A duly licensed member of a medical profession who:

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

This also includes a health professional who:

- Is properly licensed or certified to provide medical care under the laws of the jurisdiction where he or she practices;
- Provides medical services which are within the scope of his or her license or certificate;
- Under applicable insurance law is considered a "physician" for purposes of this coverage;
- Has the medical training and clinical expertise suitable to treat your condition;
- Specializes in psychiatry, if your **illness** or **injury** is caused, to any extent, by alcohol abuse, substance abuse or a mental disorder; and
- A physician is not you or related to you.

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

### **Third Degree Burns**

A full thickness burn, which is the most severe of the three burns extending near to the bone.

## **Confidentiality Notice**

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

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

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

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

# **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.

**Name of Plan:**

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

**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  
Telephone Number: 518-465-1571

**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

Service of legal process may also be made upon the Plan Administrator

**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.

## **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.

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

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

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

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

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

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

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

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

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

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

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

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

# Schedule of Benefits

*(GR-29N-01-01-01 NY)*

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

**Employer:** Hamilton College - 2059  
**Employer Effective Date:** January 1, 2012

**Group Policy Number:** GP-888470

**Issue Date:** January 1, 2012  
**Schedule:** 4A- ADPL  
**Cert Base:** 4A - ADPL

For: Accidental Death and Personal Loss Coverage - Contributory

This is an ERISA plan, and you have certain rights under this plan. Please contact your Employer for additional information.

# Accidental Death and Personal Loss Coverage

(GR-29N 03-01 01)

## Schedule of Accidental Death and Personal Loss Benefits

### Employees Basic Schedule

Active Employees working a minimum of 17.5 hours weekly

#### **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.

### Employees Supplemental Schedule

#### **Classification**

Active Employees working a minimum of 17.5 hours weekly

#### **Principal Sum\***

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.

The amount of the person's Principal Sum will be based on the amount of coverage in-force on the date of the accident, not the amount of coverage that may be in-force at the time of the loss.

\*Earnings (this applies only if your Accidental Death & Personal Loss benefits are determined in accordance with your salary or wage):

The amounts of your Accidental Death & Personal Loss 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).

If earnings are based on commissions only - your earnings will be based on the average of commissions received over the last three calendar years or the basic annual drawing account of new commission employment until such time you have been employed for three calendar years. Then, the average commissions over those last three calendar years will be considered.

If earnings are based on commissions plus salary - your earnings will be based on your basic annual salary plus commissions received.

If earnings are based on salary and bonuses - your earnings will be based on your basic annual salary plus bonuses received.

# Additional Accidental Death and Personal Loss Benefit Maximums

(GR-9N S-03-02 01)

## Employees

**Passenger Restraint** Benefit Maximum  
for you

\$10,000\*

**Airbag** Benefit Maximum

One half of a person's **Passenger Restraint** Benefit

Education Benefit Maximum  
for each dependent child

Your actual expenses not to exceed 5% of your or your spouse's principal sum or \$5,000 per year for up to 4 years, whichever is less

for your spouse

Your actual expenses not to exceed 5% of your principal sum or \$5,000 per year for up to 4 years, whichever is less

Child Care Benefit Maximum  
for each child

Your actual expenses not to exceed 3% of your principal sum or \$2,000 per year per child for up to 4 years, whichever is less

Repatriation of Remains Benefit Maximum

Your actual expenses up to \$5,000\*

\*This benefit maximum is payable only once, even if the person is covered for both Basic and Supplemental Accidental Death and Personal Loss Coverage at the time of the loss.

## General (GR-9N S-28-01 01)

This Schedule of Benefits replaces any similar Schedule of Benefits previously in effect under your plan of benefits. Requests for coverage other than that to which you are entitled in accordance with this Schedule of Benefits cannot be accepted. This Schedule is part of your Booklet-Certificate and should be kept with your Booklet-Certificate form GR-9N. Coverage is underwritten by Aetna Life Insurance Company.

# Aetna Life Insurance Company

Hartford, Connecticut 06156

**Amendment** (GR-9N-CR1)

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

**Group Policy No.:** GP-888470

**Effective Date:** January 1, 2012

**Employer:** **Hamilton College - 2059**

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 sub-section below entitled "**When Coverage Ends for Employees**" is hereby added to the **When Coverage Ends** section of your Booklet-Certificate.

## **When Coverage Ends for Employees**

Your coverage under the plan will end if:

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

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

A handwritten signature in black ink, appearing to read 'Mark T. Bertolini', with a stylized flourish at the end.

Mark T. Bertolini  
Chairman, Chief Executive Officer and President

Aetna Life Insurance Company  
(A Stock Company)

When Coverage Ends For Employees -Accidental Death & Personal Loss Coverage  
Rider: 1  
Issue Date: January 1, 2012