BENEFIT PLAN

Prepared Exclusively For TW Ventures Inc.

 Life Insurance and Accidental Death & Personal Loss Coverage- All Active Full-Time Employees Who Have Elected Medical And/Or Dental For Basic Life And AD&PL. What Your Plan Covers and How Benefits are Paid

Aetna Life Insurance Company Booklet-Certificate

This Booklet-Certificate is part of the Group Insurance Policy between **Aetna Life Insurance Company** and the Policyholder

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Table of Contents

Schedule of Benefits	
Preface 4	Third Degree Burn Benefit
Important Information Regarding Availability of	Total Disability Death Benefit
Coverage	Additional Benefits under the Accidental Death and
Coverage for You5	Personal Loss Plan
Life Insurance Coverage	Passenger Restraint and Airbag Benefit
Accidental Death and Personal Loss Coverage	Education Benefit
Eligibility, Enrollment and Effective Date of Your	Child Care Benefit
Coverage	Repatriation of Remains
Who Is Eligible6	Exclusions That Apply to Accidental Death and
Employees	Personal Loss
Determining if You Are in an Eligible Class	Changes to Your Coverage Amounts
How and When to Enroll	Changes in Non-Contributory Coverage
Enrollment	When Life and Accidental Death and Personal Loss
When Your Coverage Begins7	Insurance Coverage Amounts are Reduced23
Your Effective Date of Coverage	Age Reduction Rules
Your Life Insurance Plan8	When You Retire
How the Plan Works	When Coverage Ends23
Naming Your Beneficiary	When Coverage Ends For Employees
Conversion Benefit	Converting to an Individual Life Insurance Policy 24
Permanent and Total Disability Benefit9	Eligibility
Permanently and Totally Disabled	Features of the Conversion Policy
Qualifying for the Permanent and Total Disability	Your Premiums and Payments
Benefit	Electing Conversion
	When An Individual Policy Becomes Effective
Amount of Benefit Payable When the Permanent and Total Disability Benefit	Impact of Death during Conversion Application
Cease	Timeframe
Extended Death Benefit	If You Are Totally Disabled
Accelerated Death Benefit	General Provisions26
The Amount of Accelerated Death Benefit	Legal Action
Requesting an Accelerated Death Benefit	Confidentiality
Accelerated Death Benefit Payment	Additional Provisions
Effect of an Accelerated Death Benefit Payment	Assignments 26
on:	Claims of Creditors
Reductions in ADB Benefits Due to Age or	
Retirement	Misstatements
Claims of Creditors	Reporting of Claims 27
Tax Consequences	Payment of Benefits
Your Accidental Death and Personal Loss	Contacting Aetna
Coverage14	Effect of Prior Coverage - Transferred Business 28
How the Plan Works	Glossary *29
Covered Losses	
Accidental Death and Personal Loss Benefit	
D. 11	

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

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

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

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

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

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

Group Policyholder: TW Ventures Inc.
Group Policy Number: GP-861495-GI
Effective Date: August 1, 2016
Issue Date: October 5, 2016

Booklet-Certificate Number: 1

Mark T. Bertolini

Aphylli.

Chairman, Chief Executive Officer and President

Aetna Life Insurance Company (A Stock Company)

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

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

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

This plan will also not pay any benefits for any losses that start 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. There is no vested right to receive any benefits described in the *Group Insurance Policy* or in this *Booklet-Certificate* beyond the date of termination or renewal if the loss or **accident** happens on or after the effective date of the plan modification, but prior to your receipt of amended plan documents.

Coverage for You (GR-9N-02-005-01 CA) (GR-9N-02-020-01 CA)

Life Insurance Coverage (GR-9N-02-015-01)

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.

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

Who Is Eligible

How and When to Enroll

When Your Coverage Begins

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

Who Is Eligible

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

Employees

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

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

Determining if You Are in an Eligible Class (GR-9N 29-005-01 CA)

You are in an eligible class if:

 You are a regular Active Full Time Employees Who Have Elected Medical And/Or Dental For Basic Life And AD&PL.

In addition, to be in an eligible class you must be scheduled to work on a regular basis at least 30 hours per week during your Employer's work week.

Probationary Period (GR-9N-29-005-02-06 CA)

Once you enter an eligible class you will need to complete the probationary period. The probationary period is the amount of time you must continuously work in an eligible class for the Policyholder before your coverage begins.

Determining When You Become Eligible

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

On the Effective Date of the Plan

If you are in an eligible class on the effective date of this plan, 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 first day of the month coinciding with or next following the date you complete 30 days of continuous service with your Policyholder. This is defined as the probationary period.

After the Effective Date of the Plan

If you are hired or enter an eligible class after the effective date of this plan, your coverage eligibility date is the first day of the month coinciding with or next following the date you complete 30 days of continuous service with your Policyholder. This is defined as the probationary period.

If you have already satisfied the probationary period with your Policyholder before you enter the eligible class, your eligibility date is the date you enter the eligible class.

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

Enrollment

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

When Your Coverage Begins (GR-9N-29-025-01 CA)

Your Effective Date of Coverage

Your coverage takes effect on:

• The date you are eligible for coverage.

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

Your Life Insurance Plan

(GR-9N 03-005 01)

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 (GR-9N 03-005 01)

Naming Your Beneficiary

(This beneficiary provision also applies if you die and are covered for Accidental Death and Personal Loss Coverage.)

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.

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:

- 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.
- 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 Uniforms Transfer to Minors Act; or
- An adult caretaker/legal guardian.

Aetna will be fully discharged of its duties as to the extent of the payment made. **Aetna** is not responsible for how the payment is used.

Conversion Benefit (GR-9N 03-010 01)

A life conversion option may be available without a medical exam if you apply for it within 31 days of your loss of eligibility under the plan. For more information about the conversion provision, refer to the Conversion section.

Permanent and Total Disability Benefit (GR-9N 03-045 01)

In the event you become disabled as the result of a disease or **injury**, you may be eligible for a permanent and total disability benefit if **a determination of** permanent and total disability is made. 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. If you were insured for Dependent Life Insurance, you will have the option to convert their coverage when this section applies to you.

Permanently and Totally Disabled

You are permanently and totally disabled under this plan on any day if, due to disease or **injury** you are not able to:

- Perform with reasonable continuity all of the material duties necessary to pursue your own occupation in the usual and customary way; and
- Engage with reasonable continuity in another occupation in which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, physical and mental capacity.

Qualifying for the Permanent and Total Disability Benefit (GR-9N 03-040 01CA)

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 disease 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.

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.

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. This information will allow Aetna to determine if you are permanently and totally disabled.

Amount of Benefit Payable (GR-9N 03-045 01)

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."

When the Permanent and Total Disability Benefit Ceases (GR-9N 03-050 01 CA)

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 31days of that date.
- The date you are able to engage with reasonable continuity in another occupation in which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, physical and mental capacity;
- The date you begin working at any job for pay or profit;
- The date you reach age 65;
- The date you retire.

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, if you become eligible for life insurance under any group policy within 31 days this benefit extension ceases, conversion is not allowed.

Extended Death Benefit (GR-9N 03-060 01CA)

Aetna will pay your beneficiary the amount of life insurance that may be extended under the permanent and total disability feature. Your beneficiary must give **Aetna** proof that all of the following apply:

- Your life insurance premium payments ended while you were absent from work due to disease 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.

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 disease 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 and 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 (GR-9N 03-075 02)

The plan's Accelerated Death Benefit feature allows you to receive a partial life insurance benefit if you are:

- Diagnosed with a terminal illness and not expected to survive more than the ADB Months; or
- Diagnosed with one of the following medical conditions:
 - Amyotrophic Lateral Sclerosis (Lou Gehrig's disease);
 - End stage heart, kidney, liver and/or pancreatic organ failure and you are not a transplant candidate;
 - A medical condition requiring artificial life support, without which you would die; or
 - A permanent neurological deficit resulting from a cerebral vascular accident (stroke) or a traumatic brain injury which are both expected to result in life-long confinement in a hospital or skilled nursing facility.

Important Reminder

You cannot request an Accelerated Death Benefit payment if you have assigned your life insurance benefits.

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 Accelerated Death Benefit minimum; or
- More than the Accelerated Death Benefit maximum.

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

Requesting an Accelerated Death Benefit (GR-9N 03-080 02)

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, or, are suffering from one of the listed medical conditions that is expected to result in a drastically limited life span. The statement must also provide 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 **Aetna** approves 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 Aetna approves your
 Accelerated Death Benefit request; or
- You die before **Aetna** issues the Accelerated Death Benefit payment.

Accelerated Death Benefit Payment (GR-9N 03-085 02)

If your request is approved, **Aetna** will pay you the Accelerated Death Benefit in a lump sum. The amount will be reduced by interest charges that would have accrued on the requested amount.

• The interest charge is equal to the sum of daily interest that would have accrued on that amount during the Accelerated Death Benefit months that follow your request for an Accelerated Death Benefit payment.

Important Reminder

The interest rate used to calculate the interest charge will not exceed the current yield on 90-day Treasury bills on the date the Accelerated Death Benefit payment is requested.

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, plus the interest charges.

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.

Claims of Creditors (GR-9N 03-090 01)

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.

Tax Consequences

You may wish to carefully consider the tax consequences of requesting an Accelerated Death Benefit. Consult your counsel or tax advisor before proceeding with the request.

Important Reminder

While **Aetna** cannot offer you or your employer legal or tax advice, you should consult with your tax advisor before you request an Accelerated Death Benefit since the amount of the Accelerated Death Benefit you receive may be subject to income taxes upon receipt of the Accelerated Death Benefit payment.

Your Accidental Death and Personal Loss Coverage

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

Covered Losses

Accident Benefits Payable

Additional Benefits

Accidental Death and Personal Loss Coverage (ADPL) covers losses you suffer 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-04-005-01)

Covered Losses

The plan covers a loss you suffer as a direct result of bodily **injury** that happens while you are covered by the plan. The loss must be caused directly 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.

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

Loss Due to Paralysis

The plan pays a benefit if you are paralyzed as a direct result of an accidental bodily **injury** that happens while covered by the plan. The paralysis must:

- Be caused directly by the bodily injury;
- Be complete and irrecoverable; and
- Begin within 30 days of the **accident**.

The following forms of paralysis are covered by the plan:

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

A limb means the entire arm or leg.

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-CA)

If you die, or suffer a covered loss 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	100%
disappearance.	
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%

Paralysis

If you are paralyzed as a direct result of a bodily **injury**, and the paralysis begins within 30 days of the **injury**, the plan will pay a benefit. The benefit is expressed as a percentage of the principal sum, as shown in the following table:

Covered Loss	Percentage of the Principal Sum Paid By the Plan
Quadriplegia	100%
Paraplegia or hemiplegia	50%
Uniplegia	25%

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.

Maximum Benefit

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

Coma Benefit (GR-9N-04-010-01)

The plan will pay a monthly benefit if you suffer a bodily **injury** and are in a **coma** as a direct result of an **accident**, if all of the following occur while covered by the plan:

- The bodily **injury** is caused by a covered **accident**; and
- You become comatose within 30 days after the **accident**; and
- The **coma** is the direct result of your **accident**; and
- 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**.

When Monthly Coma Benefits Start

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.

Monthly Coma Benefit

The plan will pay a monthly benefit equal to:

- Your principal sum; minus
- Any other ADPL payment the plan makes or may make for injuries resulting from the same accident; times the coma benefit percentage.

Important Note

Your principal sum is the maximum payable for all the losses resulting from the same accident.

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

When Coma Benefits End

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;
- No immediate family member to whom the benefit may be paid, at Aetna's discretion, survives you. Immediate
 family members include: your spouse, your children, your parents, and your brothers and sisters; and
- No guardian of the estate or conservator of the estate has been appointed.

Covered Loss	Percentage of the Principal Sum Paid By the Plan
Coma	5% of your principal sum per month payable for up to
	11 months in a row
	45% of your principal sum if still comatose in month
	12

Third Degree Burn Benefit (GR-9N-04-110-01)

The plan will pay a third degree burn benefit if:

- You suffer third degree burns as a direct result of an accident covered by this plan; and
- The **accident** occurs while you are covered by the plan.

Third Degree Burn Benefit Payable

The benefit payable is based on the principal sum and the extent of the burns.

If the Third Degree Burn Covers:	the benefit payable is:
75% or more of your body	100% of your principal sum
50%-74% of your body	50% of your principal sum

Proof of the nature and extent of the burns must be submitted to **Aetna**.

Important Note

The principal sum is the maximum payable for all losses occurring to one person as the result of the same accident.

If you later die as the result of the same accident, the ADPL Plan death benefit will be:

- Your principal sum; minus
- Any amount already paid by the plan for the same **accident**.

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

The plan will pay a benefit equal to the principal sum if you become totally disabled 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:

Due to disease or injury you are not able to:

- Perform with reasonable continuity all of the **material duties** necessary to pursue your **own occupation** in the usual and customary way; and
- Engage with reasonable continuity in another occupation in which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, physical and mental capacity.

Aetna must be notified of your death within 12 months of the date of your death. 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 a direct result of an **accident**. You must be covered by the plan at the time of the accident that causes the loss and the loss must occur within 365 days of the **accident**.

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	and the Airbag	the plan will pay:
you:		
Used the passenger restraint	Deployed,	Passenger restraint benefit; and
properly,		Airbag benefit.
Used the passenger restraint	Did not deploy,	Passenger restraint benefit.
properly,		
Did not use the passenger	Deployed,	No benefit.
restraint properly,		
Did not use the passenger	Did not deploy	No benefit.
restraint properly,	_ •	

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)

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 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 12th grade of high school), or
 - Is past the 12th grade, but 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 as defined above.
- 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 as
 defined above.

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.

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.

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-04-035-01)

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

- You die 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.

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 preparation and 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 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

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:

- Air or space travel. This does not apply if a person is a passenger, with no duties at all, on an aircraft being used only to carry passengers (with or without cargo.)
- Bodily or mental infirmity.
- Commission of or attempting to commit a criminal act.
- Illness, ptomaine or bacterial infection.*
- Inhalation of poisonous gases.
- Intended or accidental contact with nuclear or atomic energy by explosion and/or release.
- Ligature strangulation resulting from auto-erotic asphyxiation.
- Intentionally self-inflicted injury.
- Medical or surgical treatment*.
- 3rd degree burns resulting from sunburn.
- Use of alcohol.
- Use of drugs, except as prescribed by a **physician**.
- Use of intoxicants.

- Use of alcohol or intoxicants or drugs while operating any form of a motor vehicle whether or not registered for land, air or water use. A motor vehicle accident will be deemed to be caused by the use of alcohol, intoxicants or drugs if it is determined that at the time of the accident you or your covered dependent were:
 - Operating the motor vehicle while under the influence of alcohol is a level which meets or exceeds the level
 at which intoxication would be presumed under the laws of the state where the accident occurred. If the
 accident occurs outside of the United States, intoxication will be presumed if the person's blood alcohol
 level meets or exceeds .08 grams per deciliter; or
 - Operating the **motor vehicle** while under the influence of an intoxicant or illegal drug; or
 - Operating the **motor vehicle** while under the influence of a prescription drug in excess of the amount prescribed by the **physician**; or
 - Operating the motor vehicle while under the influence of an over the counter medication taken in an amount above the dosage instructions.
- Suicide or attempted suicide (while sane or insane).
- 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.

Changes to Your Coverage Amounts (GR-9N-03-015-03)

The amount of your life insurance benefit and 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 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 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 later decide to elect the increase (or any future increase) in life insurance or accidental death and personal loss, the change will be effective on the date **Aetna** gives written consent.

Changes in Non-Contributory Coverage (GR-9N 03-020 03)

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 and Accidental Death and Personal Loss Insurance Amounts Are Reduced section.

When Life and Accidental Death and Personal Loss Insurance Coverage Amounts are Reduced (GR-9N 03-025 01)

Age Reduction Rules

Life insurance and accidental death and personal loss coverage amounts will be reduced at age 65 then continue to reduce according to the schedule below.

If You Are Age:	Your Insurance Amounts Will Be:
65	65% of your life and accidental death
	and personal loss coverage amount
70	45% of your life and accidental death
	and personal loss coverage amount
75	30% of your life and accidental death
	and personal loss coverage amount
20	80% of your Life and accidental death
	and personal loss coverage amount

Reductions are based on the amount of life insurance and 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 65.

The reduction will take effect on January 1st next following the month in which you attain the limiting age.

If you become eligible for coverage after you reach age 65, your amount of life insurance and accidental death and personal loss coverage will be figured by multiplying:

- The amount of insurance you would have been eligible for prior to age 65; times
- The applicable percentage, based on your current age, as shown in the above schedule.

When You Retire

Life insurance and accidental death and personal loss coverage ends when you retire.

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

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

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

Your coverage under the plan will end if:

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

- Your employment stops for any reason, including a 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 may be deemed 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 policy month after
 the policy month in which your absence started. A "policy month" is defined in the group policy on file with
 your employer.
 - 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 (GR-9N 31-030 01)

Eligibility

You may 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; or
- Your coverage amount has been reduced because of the group policy age, pension or retirement reductions.

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

When life insurance ends because that part of the group contract ends or because that part of the group contract discontinues as to your employee class, and your life insurance has been in force under the group contract for at least 5 years in a row, the amount in force less the amount of any group life insurance for which the person becomes eligible within 31 days of the date coverage ended may be converted to an individual policy. The maximum amount that can be converted by each person is \$10,000.

Features of the Conversion Policy

The amount of coverage in the conversion policy will be determined at the time of application. The policy will take into consideration:

- Your age,
- The group plan's policy value in force in the prior 5 year period and the current entitlement under the group plan,
- Aetna's available products at the time of application.

The converted policy may be any kind of individual policy then customarily being issued for the amount being converted and for your age (nearest birthday) on the date it will be issued. The provisions of the conversion policy may not be the same as the provisions of the group plan. The conversion policy may not be a term policy, may not include disability or other supplementary benefits, it may contain exclusions, or may have exclusions that are different from those in the group policy. Once your individual policy becomes effective it will replace the benefits and privileges of your former group plan.

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.

Electing Conversion

You will need to apply for an individual policy within 31 days after your group life insurance coverage ends or is reduced.

Your employer will provide you with a copy of the application for conversion of term life insurance, which features detailed instructions.

Submit your completed application along with the first premium payment to Aetna within 31 days after your insurance ends for the reasons stated above.

When An Individual Policy Becomes Effective

Your individual policy will become effective after Aetna has processed your completed application and premium payment. The individual policy will become effective at the end of the 31-day period described in the *Electing Conversion* section.

Impact of Death during Conversion Application Timeframe

If you die during the 31-day conversion 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 will apply 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 (GR-9N-32-005-02 CA)

Legal Action

The following information does not apply to Life Insurance.

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

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

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 by calling **Aetna's** toll-free telephone number shown in the *Preface* section of this Booklet-Certificate.

Additional Provisions

The following additional provisions apply to your coverage:

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

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

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

To request assignment of your Life Insurance or Accidental Death & Personal Loss coverage you must complete an assignment form. Forms are available from your employer. Send the completed form to **Aetna** for consent. You may wish to contact legal counsel prior to assigning your life insurance or accidental death benefit coverage rights. Neither your employer nor **Aetna** guarantees or assumes any obligation concerning the sufficiency or validity of any assignment for purposes of your tax or estate planning.

Claims of Creditors

Life and 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

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

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

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

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

A claim must be submitted to **Aetna** in writing. It must give proof of the nature and extent of the loss. Upon receipt of a notice of your claim, **Aetna** will furnish you with the claim forms you will need to complete and return to **Aetna**. If such forms are not furnished to you within 15 days after the giving of your notice of claim, you shall be deemed to have complied with the requirements as to proof of loss upon submitting, within the below referenced timeframe for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss.

All claims should be reported promptly. The deadline for filing a claim is 20 days after the date of the loss, or as soon thereafter as is reasonably possible. Notice given by you or on your behalf to **Aetna**, or to any authorized agent of **Aetna**, with information sufficient to identify the insured, shall be deemed notice to **Aetna**.

Unless you are legally incapacitated, late claims for health benefits will not be covered if they are filed more than 2 years after the deadline and late claims for any other benefits will not be covered if they are filed more than one year after the deadline.

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

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 payable under the Life Insurance and Accidental Death and Personal Loss Plan 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 life insurance benefit or 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 Uniforms Transfer to Minors Act, or an adult caretaker, when permitted under applicable state law.

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

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

Aetna Life Insurance Company 151 Farmington Avenue Hartford, CT 06156

You may visit **Aetna's** web site at <u>www.aetna.com</u>.

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

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

The beneficiary you named under a prior **Aetna** Life Insurance or Accidental Death and Personal Loss coverage plan will apply to this plan. This can be changed according to the terms of this plan.

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 or Accidental Death and Personal Loss coverage than your amount under the prior coverage; or
- Your Life Insurance or Accidental Death and Personal Loss 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.



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

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

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)

Hospital

An institution that:

- Is primarily engaged in providing, on its premises, inpatient medical, surgical and diagnostic services;
- Is supervised by a staff of physicians;
- Provides twenty-four (24) hour-a-day R.N. service,

- Charges patients for its services;
- Is operating in accordance with the laws of the jurisdiction in which it is located; and
- Does not meet all of the requirements above, but does meet the requirements of the jurisdiction in which it
 operates for licensing as a hospital and is accredited as a hospital by the Joint Commission on the Accreditation
 of Healthcare Organizations.

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

Hospitalization

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

I (GR-9N 34-045 02)

Illness

A physical or mental abnormality cause by disease or trauma.

Injury

Physical harm or damage to your body.

L (GR-9N 34-055 01)

Legally Licensed Child Care Center

A facility that provides child care. This facility is:

- licensed;
- certified, or
- accredited

by the jurisdiction where it is located; and

A facility that operates according to the laws and regulations of the jurisdiction.

M (GR-9N-34-065-03 CA)

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 CA)

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.

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

Skilled Nursing Facility

An institution that meets all of the following requirements:

- It is licensed to provide, and does provide, the following on an inpatient basis for persons convalescing from illness or injury:
 - Professional nursing care by an R.N., or by a L.P.N. directed by a full-time R.N.; and
 - Physical restoration services to help patients to meet a goal of self-care in daily living activities.
- Provides 24 hour a day nursing care by licensed nurses directed by a full-time R.N.
- Is supervised full-time by a **physician** or an R.N.
- Keeps a complete medical record on each patient.
- Has a utilization review plan.
- Is not mainly a place for rest, for the aged, for drug addicts, for alcoholics, for mental retardates, for custodial or educational care, or for care of mental disorders.
- Charges patients for its services.
- An institution or a distinct part of an institution that meets all of the following requirements:
 - It is licensed or approved under state or local law.
 - Is primarily engaged in providing skilled nursing care and related services for residents who require medical or nursing care, or rehabilitation services for the rehabilitation of injured, disabled, or sick persons.
- Qualifies as a skilled nursing facility under Medicare or as an institution accredited by:
 - The Joint Commission on Accreditation of Health Care Organizations;
 - The Bureau of Hospitals of the American Osteopathic Association; or
 - The Commission on the Accreditation of Rehabilitative Facilities

Skilled nursing facilities also include rehabilitation **hospitals** (all levels of care, e.g. acute) and portions of a **hospital** designated for skilled or rehabilitation services.

Skilled nursing facility does not include:

- Institutions which provide only:
 - Minimal care;
 - Custodial care services;
 - Ambulatory; or
 - Part-time care services.
- Institutions which primarily provide for the care and treatment of alcoholism, substance abuse or mental disorders.

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

Terminal Illness

Terminal Illness means a medical prognosis of 24 months to live.

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.

Additional Information Provided by

TW Ventures Inc.

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:

TW Ventures Inc.-Welfare

Employer Identification Number:

13-3486363

Plan Number:

501

Type of Plan:

Time Inc. Ventures

Type of Administration:

Group Insurance Policy with:

Aetna Life Insurance Company 151 Farmington Avenue Hartford, CT 06156

Plan Administrator:

Time Inc. Ventures 3300 West Olive Ave, Suite 1000 Burbank, CA 91505 Telephone Number: (818) 972-0787

Agent For Service of Legal Process:

Time Inc. Ventures 3300 West Olive Ave, Suite 1000 Burbank, CA 91505

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

End of Plan Year:

July 31st

Source of Contributions:

Employer

Procedure for Amending the Plan:

The Employer may amend the Plan from time to time by a written instrument signed by the Director, Plan Administration or the Sr. VP Finance & Administration.

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.

No Cost Language Services. You can get an interpreter. You can get documents read to you and some sent to you in your language. For help, call us at the number listed on your ID card or 1-877-287-0117. For more help call the CA Dept. of Insurance at 1-800-927-4357 English

Servicios de idiomas sin costo. Puede obtener un intérprete. Le pueden leer documentos y que le envien algunos en español. Para obtener ayuda, llámenos al número que figura en su tarjeta de identificación o al 1-877-287-0117. Para obtener más ayuda, llame al Departamento de Seguros de CA al 1-800-927-4357. Spanish

免費語言服務。您可獲得口譯員服務,用中文把文件唸給您聽。欲取得協助,請致電您的保險卡所列的電話號碼,或撥打 1-877-287-0117 與我們聯絡。欲取得其他協助,請致電1-800-927-4357 與加州保險部聯絡。Chinese

Các Dịch Vụ Trợ Giáp Ngôn Ngữ Miễn Phí. Quý vị có thể được nhận dịch vụ thông dịch và được người khác đọc giúp các tài liệu bằng tiếng Việt. Để được giúp đỡ, hãy gọi cho chúng tôi tại số điện thoại ghi trên thẻ hội viên của quý vị hoặc 1-877-287-0117. Để được trơ giúp thêm, xin gọi Sở Bảo Hiểm California tại số 1-800-927-4357. Vietnamese.

무료 통역 서비스. 귀하는 한국어 통역 서비스를 받으실 수 있으며 한국어로 서류를 낭독해주는 서비스를 받으실 수 있습니다. 도움이 필요하신 분은 귀하의 ID 카드에 나와있는 안내 전화: 1-877-287-0117번으로 문의해 주십시오. 보다 자세한 사항을 문의하실 분은 캘리포니아 주 보험국, 안내 전화 1-800-927-4357번으로 연락해 주십시오. Korean

Walang Gastos na mga Serbisyo sa Wika. Makakakuha ka ng interpreter o tagasalin at maipababasa mo sa Tagalog ang mga dokumento. Para makakuha ng tulong, tawagan kami sa numerong nakalista sa iyong ID card o sa 1-877-287-0117. Para sa karagdagang tulong, tawagan ang CA Dept. of Insurance sa 1-800-927-4357 Tagalog

Անվճար Լեզվական Ծառայություններ։ Դուք կարող եք թարգման ձեռք բերել և փաստաթղթերը ընթերցել տալ ձեզ համար հայերեն լեզվով։ Օգնության համար մեզ զանգահարեք ձեր ինքնության (ID) տոմսի վրա նշված կամ 1-877-287-0117 համարով։ Լրացուցիչ օգնության համար 1-800-927-4357 համարով զանգահարեք Կալիֆորնիայի Ապահովագրության Բաժանմունը։ Armenian

Бесплатные услуги перевода. Вы можете воспользоваться услугами переводчика, и ваши документы прочтут для вас на русском языке. Если вам требуется помощь, звоните нам по номеру, указанному на вашей идентификационной карте, или 1-877-287-0117. Если вам требуется дополнительная помощь, звоните в Департамент страхования штата Калифорния (Department of Insurance) по телефону 1-800-927-4357. Russian

無料の言語サービス 日本語で通訳をご提供し、書類をお読みします。サービスをご希望の方は、IDカード記載の番号または1-877-287-0117までお問い合わせください。更なるお問い合わせは、カリフォルニア州保険庁、1-800-927-4357までご連絡ください。Japanese

خدمات محانى مربوط به زبان. میتوانید از خدمات یک مترجم شفاهی استفاده کنید و بگوئید مدارک به زبان فارسی برایتان خوانده شوند. برای دریافت کمک، با ما از طریق شماره تافنی که روی کارت شناسائی شما قید شده است و یا این شماره - 287-287-18-1 تماس بگیرید. برای دریافت کمک بیشتر، به Persian (اداره بیمه کالیفرنیا) به شماره 787-927-4357 تافن کنید. Persian

ਮੁਛਤ ਡਾਲ਼ਾ ਸੇਵਾਵਾਂ: ਤੁਸੀਂ ਦੁਭਾਸ਼ੀਏ ਦੀਆਂ ਸੇਵਾਵਾਂ ਹਾਸਲ ਕਰ ਸਕਦੇ ਹੋ ਅਤੇ ਦਸਤਾਵੇਜ਼ਾਂ ਨੂੰ ਪੰਜਾਬੀ ਵਿੱਚ ਸੁਣ ਸਕਦੇ ਹੋ। ਕੁਝ ਦਸਤਾਵੇਜ਼ ਤੁਹਾਨੂੰ ਪੰਜਾਬੀ ਵਿੱਚ ਭੇਜੇ ਜਾ ਸਕਦੇ ਹਨ। ਮਦਦ ਲਈ, ਤੁਹਾਡੇ ਆਈਡੀ (ID) ਕਾਰਡ 'ਤੇ ਦਿੱਤੇ ਨੈਬਰ 'ਤੇ ਜਾਂ 1-877-287-0117 'ਤਸਾਨ ਫ਼ਨ ਕਰੋ। ਵਧੇਰ ਮਦਦ ਲਈ ਕੇਲੀਫ਼ੋਰਨੀਆ ਡਿਪਾਰਟਮੈਂਟ ਆਫ਼ ਇਨਸ਼ੋਰੇਂਸ ਨੂੰ 1-800-927-4357 'ਤੇ ਫ਼ੋਨ ਕਰੋ। Punjabi

សេវាកម្មភាសាឥតគិតថ្លៃ ។ អ្នកអាចខនួលបានអ្នកបកប្រែភាសា និងអានឯកសារជូនអ្នកជា ភាសាខ្មែរ ។ សម្រាប់ជំនួយ សូមទូរស័ព្ទមកយើងខ្ញុំតាមលេខដែលមាន បង្ហាញលើប័ណ្ណសំតាល់ខ្លួនរបស់អ្នក ឬលេខ 1-877-287-0117 ។ សម្រាប់ជំនួយបន្ថែមខ្យើត សូមទូរស័ព្ទទៅក្រសួងធានារាប់រងរដ្ឋកាលីហ្វ័រញ៉ា តាមលេខ 1-800-927-4357 Khmer

خدمات ترجمة بدون تكلفة. يمكنك الحصول على مترجم وقراءة الوثائق لك باللغة العربية. للحصول على المساعدة، اتصل بنا على الرقم المبين على بطاقة عضويتك أو على الرقم 1110-877-18-1 . للحصول على المزيد من المعلومات، اتصل بإدارة التأمين لولاية كاليفورنيا على الرقم Arabic.1-800-927-4357

Cov Kev Pab Txhais Lus Tsis Them Nqi. Koj yuav thov tau kom muaj neeg los txhais lus rau koj thiab kom neeg nyeem cov ntawv ua lus Hmoob. Yog xav tau kev pab, hu rau peb ntawm tus xov tooj nyob hauv koj daim yuaj ID los sis 1-877-287-0117. Yog xav tau kev pab ntxiv hu rau CA lub Caj Meem Fai Muab Kev Tuav Pov Hwm ntawm 1-800-927-4357 Hmong

CDI Notice of Language Assistance-Trad

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

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

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

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

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.

If the group contract provides continuation of coverage (for example, upon termination of employment), you 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 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.