BENEFIT PLAN

Prepared Exclusively for
Granite School District

Long Term Disability - Contracted Teachers

What Your Plan Covers and How Benefits are Paid

Table of Contents

Schedule of Benefits ..... Issued with Your Booklet

Preface 1
Important Information Regarding Availability of Coverage
Coverage for You 3
Long Term Disability Coverage
Eligibility, Enrollment and Effective Date of Your Coverage 4
Who Is Eligible 4
Employees
Determining if You Are in an Eligible Class
How and When to Enroll.....5
Enrollment
Evidence of Good Health
When Your Coverage Begins.....5
Your Effective Date of Coverage
Your Disability Plan.....6
Long Term (LTD) Disability Coverage 6
Long Term Disability Benefit Eligibility
When Benefits Are Payable
Premium and Contribution Waiver
Premium/Contribution Reinstatement
Test of Disability
Benefits Payable
Adjustments to Your Benefits If You Work While Disabled
Cost of Living Adjustment
When Long Term Disability Benefit Eligibility Ends
Limitations Which Apply to Long Term Disability Coverage
If You Become Disabled Again (Successive Disabilities)
Pre-existing Conditions
Approved Rehabilitation Program
Other Income Benefits
What Happens When Other Income Benefits Increase
Other Income Benefits That Do Not Reduce Monthly Benefits
How Aetna Applies Other Income Benefits
Aetna Requires Proof of Other Income
Exclusions That Apply to Long Term Disability
How Prior Coverage Affects Coverage Under This Plan
Additional Benefits 15
Survivor Benefit
When Coverage Ends..... 15
When Coverage Ends For Employees
Reinstating Coverage 16
Extension of Benefits 16
Coverage for Long Term Disability Benefits
General Provisions 17
Physical Examinations..... 17
Legal Action 17
Confidentiality..... 17
Additional Provisions 17
Assignments 17
Misstatements 17
Incontestability 18
Recovery of Overpayments 18
LongTerm Disability Coverage
Reporting of Claims..... 19
Payment of Benefits..... 19
Contract Not a Substitute for Workers' Compensation Insurance 19
Contacting Aetna..... 19
Glossary * 20

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

Preface *(GR-9N-02-005-01 UT)*

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:	Granite School District
Group Policy Number:	GP-737408-GI
Effective Date:	January 1, 2016
Issue Date:	August 7, 2015
Booklet-Certificate Number:	3

Mark T. Bertolini
Chairman, Chief Executive Officer and President

Aetna Life Insurance Company
(A Stock Company)

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

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

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

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

Coverage for You

Long Term Disability Coverage

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

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

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

Eligibility, Enrollment and Effective Date of Your Coverage

Who Is Eligible

How and When to Enroll

When Your Coverage Begins

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

Who Is Eligible

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

Employees

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

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

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

You are in an eligible class if:

- You are a contract 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; and
- working within the United States.

Determining When You Become Eligible *(GR-9N-29-005-02)*

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

On the Effective Date of the Plan

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

After the Effective Date of the Plan

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

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

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

Enrollment

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

Evidence of Good Health *(GR-9N-29-015-03)*

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 were eligible, but not enrolled, for any comparable disability coverage sponsored by your employer on the day before the effective date of this plan.
- 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 furnish all such evidence at your own expense.

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

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
- Your application is received and approved in writing by **Aetna**; and
- The date your required contribution is received by **Aetna**.

Important Notice:
You must pay the required contribution in full.

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

Your Disability Plan

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

Benefit Eligibility

Benefits Payable

Successive Disabilities

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

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

Long Term Disability (LTD) Coverage

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

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

Long Term Disability Benefit Eligibility

You will be considered disabled while covered under this Long Term Disability (LTD) Plan on the first day that you are disabled as a direct result of a significant change in your physical or mental conditions and you meet all of the following requirements:

- You must be covered by the plan at the time you become disabled; and
- You must be under the regular care of a **physician**. You will be considered under the care of a **physician** up to 31 days before you have been seen and treated in person by a **physician** for the **illness**, **injury** or pregnancy-related condition that caused the disability; and
- You must be disabled by the **illness**, **injury**, or disabling pregnancy-related condition as determined by **Aetna** (see *Test of Disability*).

When Benefits Are Payable

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

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

Premium and Contribution Waiver

During your disability while benefits are payable:

- You will not have to make any further contributions.
- No premium payments will be required from your Employer.

Premium/Contribution Reinstatement

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

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

From the date that you first became disabled and until monthly benefits are payable for 60 months you meet the test of disability on any day that:

- You cannot perform the **material duties** of your **own occupation** solely because of an **illness**, **injury** or disabling pregnancy-related condition; and
- Your earnings are 80% or less of your **adjusted predisability earnings**.

After the first 60 months of your disability that monthly benefits are payable, you meet the plan's test of disability on any day you are unable to work at any **reasonable occupation** solely because of an **illness**, **injury** or disabling pregnancy-related condition.

Important Note
The loss of a professional or occupational license or certification that is required by your **own occupation** does not mean you meet the test of disability. You must meet the plan's test of disability to be considered disabled.

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

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

To calculate your monthly long term disability benefit, multiply:

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

The LTD benefit payable will be the lesser of:

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

Any other income benefits you are eligible for may affect your benefits from this plan. The amount of the other income benefits will be subtracted from your monthly LTD benefit for which you are eligible. If the result is less than the minimum monthly benefit shown in the *Schedule of Benefits*, the plan will pay an amount equal to the minimum monthly benefit. Please refer to the *Other Income Benefits* section of this Booklet-Certificate for details as to which other income benefits may reduce your monthly LTD benefit.

Adjustments to Your Benefits If You Work While Disabled *(GR-9N 06-020 02)*

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

- Your employer or any other employer, employment or self-employment; or
- Any occupation for compensation or profit;

which is more than 20% of your **adjusted predisability earnings.** The monthly benefit adjustment is calculated as follows:

During the first 12 months that you have such income, the benefit will be reduced only to the extent the sum of the amount of that income and the monthly benefit payable, without any reduction for other income benefits, exceeds 100% of your **adjusted predisability earnings**.

Thereafter,

The adjusted monthly benefit will be calculated by using the following formula:

(A divided by B), times C, where:

A = Your **adjusted predisability earnings**, minus the income you receive while disabled
B = Your **adjusted predisability earnings**
C = The monthly benefit payable.

Income means income you earn, while disabled and working, from your employer or any other employer. However, any income earned by working for another employer will be considered income only if you:

- Become employed after the date your disability started; or
- Increase the number of hours you work, or the number or type of duties you perform for another employer after the date of your disability started. In that event, only the amount of the income increase will be taken into consideration for the benefit adjustment.

Cost of Living Adjustment

On each January 1 following the first 12 consecutive months of a disability during which a monthly benefit is payable, the monthly benefit, otherwise payable, will be increased by the lesser of:

- any percentage of any increase in the **Consumer Price Index**, rounded to the nearest tenth; or
- 1%.

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

You will no longer be considered as disabled nor eligible for long term monthly benefits when the first of the following occurs:

- The date you no longer meet the LTD test of disability, as determined by **Aetna**.
- The date you are no longer under the regular care of a **physician**.
- The date **Aetna** finds you have withheld information about working, or being able to work, at a **reasonable occupation**.
- The date you fail to provide proof that you meet the LTD test of disability.
- The date you refused to be examined by or cooperate with an independent **physician** or a licensed and certified health care practitioner, as requested. **Aetna** has the right to examine and evaluate any person who is the basis of your claim at any reasonable time while your claim is pending or payable. The examination or evaluation will be done at **Aetna's** expense.
- The date an independent medical exam report or functional capacity evaluation does not, in **Aetna's** opinion, confirm that you are disabled.
- The date you reach the end of your Maximum Benefit Duration, as shown in the *Schedule of Benefits*.
- The date you are not receiving **effective treatment for alcoholism or drug abuse**, if your disability is caused (in whole or part) by alcoholism or drug abuse.
- The date you refuse to cooperate with or accept:
  - Changes to your work site or job process designed to suit your identified medical limitations; or
  - Adaptive equipment or devices designed to suit your identified medical limitations; which would allow you to work at your **own occupation** or a **reasonable occupation** (if you are receiving benefits for being unable to work any **reasonable occupation)** and provided that a **physician** agrees that such changes, adaptive devices or equipment suit your particular medical limitations.

- The date you refuse any treatment recommended by your attending **physician** that, in **Aetna's** opinion, would cure, correct or limit your disability.
- The date your condition would permit you to:
  - Work; or
  - Increase the hours you work; or
  - Increase the number or type of duties you perform in your **own occupation**

  but you refuse to do so.
- The date of your death.
- The day after **Aetna** determines that you can participate in an **approved rehabilitation program** and you refuse to do so.

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

You will no longer be considered as disabled and eligible for long term monthly benefits after benefits have been payable for 24 months if it is determined that your disability is primarily caused by:

- A mental health or psychiatric condition, including physical manifestations of these conditions, but excluding conditions with demonstrable, structural brain damage; or
- Alcohol and/or drug abuse.

There are 2 exceptions to the above limitations if you are confined as an inpatient in a **hospital or treatment facility** for treatment of that condition at the end of such 24 months.

- If the inpatient confinement lasts less than 30 days, the disability will cease when you are no longer confined.
- If the inpatient confinement lasts 30 days or more, the disability may continue until 90 days after the date you have not been so continuously confined.

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

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

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

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

If:

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

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

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

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

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

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

- You were diagnosed or treated; or
- You received diagnostic or treatment services; or
- You took drugs that were prescribed or recommended by a **physician**.

The plan does not pay benefits for a disability that is caused, or contributed to, by a pre-existing condition, if the disability starts within the first 12 months after your coverage goes into effect.

Approved Rehabilitation Program *(GR-9N 06-050-01)*

Aetna has the right to evaluate you for participation in an **approved rehabilitation program**.

If, in **Aetna's** judgment, you are able to participate, **Aetna** may, in its sole discretion require you to participate in an **approved rehabilitation program**.

Benefits Available to You When You Participate in an Approved Rehabilitation Program

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

During your active participation in an **Aetna approved rehabilitation program**, **Aetna** will increase the monthly benefit payable. A 10% increase in the monthly benefit payable (after all applicable reductions for other income benefits) will be paid for up to six consecutive months for each disability, up to a maximum monthly increase of $500.

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

Important Note

Please read this section carefully. It explains how and when other income benefits reduce your monthly LTD benefit. ***It is your responsibility to enroll or apply for benefits from other sources if you are eligible***. See the *Aetna Requires Proof of Other Income* section for more information.

Other income benefits can affect the monthly benefit described in the long term disability coverage section. When calculating the benefit payable, other income benefits that you, your spouse, your children or your dependents are *eligible* for because of your disability or retirement are taken into consideration.

The other income benefits considered when your benefits payable are calculated are:

- 50% of any award given under The Jones Act or The Maritime Doctrine of Maintenance, Wages and Cure.

- Disability, retirement or unemployment benefits required or provided for by government law. This includes (but is not limited to):
  - Unemployment compensation benefits.
  - Temporary or permanent, partial or total, disability benefits under any workers' compensation law or similar law meant to compensate a worker for:
    - Loss of past and future wages;
    - Impaired earning capacity;
    - A lessened ability to compete for jobs;
    - Any permanent impairment; and
    - Any loss of bodily function or capacity.
  - Automobile no-fault wage replacement benefits required by law.

- Benefits under the Federal Social Security Act, Railroad Retirement Act, Canada Pension Plan and Quebec Pension Plan.
- Veteran's benefits.

- Statutory disability benefits

- Disability or unemployment benefits payable by either insured and uninsured plans:
  - As a result of employment by or association with your employer; or
  - As a result of your membership in, or association with, any group, association, union or other organization.

This includes both plans that are insured and those that are not.

- Unreduced retirement benefits for which you are (or may become) eligible under a group pension plan at age 62 or the plan's normal retirement age, whichever comes later. This applies only to the amount of the benefit that was paid by an employer.
- Retirement benefits you elect and receive under any group pension plan. This applies only to the amount of the benefit that was paid by an employer.

- Disability payments from underinsured motorist (UIM), uninsured motorist coverage (UM), liability insurance or other sources for a disability caused by a third party. "Other sources" include (but are not limited to) damages or a settlement received through legal action.

- Disability benefits under any group mortgage or group credit disability plan.

- Disability benefits from an accumulated sick time or salary continuation program, provided they are part of an established group plan maintained by your Employer for the benefit of its employees.

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

An increase in other income benefits that you are eligible for may affect your benefit payable under this coverage.

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

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

This may result in a reduction in benefits payable.

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

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

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

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

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

- Military and other government service pensions;
- Retirement benefits from a former employer;

- Veteran's benefits for service-related disabilities;
- Individual disability income policies; and
- Retirement Federal Social Security Act.

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

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

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

Long Term Disability

Any lump sum or periodic payments you receive from any other income benefit are prorated on a monthly basis over the period of time for which the payment was made. If a period of time is not indicated, **Aetna** will prorate the payments over a reasonable period of time. **Aetna** will take into account the expected duration of your disability payments and other relevant factors.

The part of a lump sum or periodic payment you receive for disability will be counted as an other income benefit, even if it is not specifically allotted or identified as such. If there is no proof acceptable to **Aetna** as to what that part is, **Aetna** will consider 50% to be payable for your disability.

Any of these other income benefit payments that date back to a prior date may be allocated on a retroactive basis. If the other income benefits are automobile no-fault wage replacement benefits or disability payments which result from a disability caused by a third party, the applicable period of time will start from the date of the accident.

Estimate of Other Income Benefits

Aetna will estimate *other income benefits* for which you appear to be eligible, unless you sign and return a reimbursement agreement to **Aetna**. The reimbursement agreement includes your promise to repay Aetna for any overpayment of benefits made to you as a result of your receipt of other income benefits. If other income benefits are estimated, your monthly benefit will be adjusted when Aetna receives proof:

- Of the exact amount paid or awarded; or
- That benefits have been denied after review at the highest administrative level.

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

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

Aetna may require proof:

- That you, your spouse, child or dependent has applied for all other income benefits that you or they are or may be eligible to receive because of your disability, and has made a timely appeal of any denial of benefits through the highest administrative level. "Timely appeal" means making the appeal in the time required, but never more than 60 days after the latest denial.
- That the person applying for other income benefits has furnished the necessary proof needed to obtain other income benefits, which include, but is not limited to, workers' compensation benefits;

- That the person has not waived (given up his or her right to) any other income benefits without **Aetna's** written consent;
- That the person has sent **Aetna** copies of documents showing the effective dates and amounts of other income benefits.
- Of income you receive from any work for pay or profit.

If you apply for Social Security benefits and are denied, you must request reconsideration within 60 days after the denial unless **Aetna** states, in writing, that you are not required to do so. If the reconsideration is denied, you must apply for a hearing before an administrative law judge within 60 days of the denial, unless **Aetna** waives this requirement.

You do not have to apply for:

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

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

If you do not provide the proof that **Aetna** may require, **Aetna** has the right to suspend or adjust this plan's benefits by the estimated amount of the other income benefits.

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

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

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

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

How Prior Coverage Affects Coverage Under This Plan *(GR-9N 06-085 02)*

If the coverage of any person under this plan replaces any prior coverage of the person, the following will apply.

"Prior Coverage" is any plan of group LTD coverage that has been replaced by coverage under part or all of this plan.

It must have been sponsored by your Employer who is participating in this plan. 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 insurance plan.

Your coverage under this Plan replaces and supersedes any prior coverage. It will be in exchange for everything under such prior coverage, except that no benefit will be payable under this plan as to a particular period of disability if:

- You are receiving, or eligible to receive, benefits for that disability under the prior coverage; or
- In the absence of coverage under this plan, you would have been eligible to receive benefits for that disability under the prior coverage.

Same or Related Causes of Disability

Any disability that began before you were covered under this LTD plan will not be included for purposes of the *If You Become Disabled Again (Successive Disabilities)* section of this plan. However, if you meet all of the following conditions, the elimination period under this plan will apply to the extent it would have applied under the terms of the prior coverage had it remained in force:

- You had prior coverage on the day before LTD coverage took effect; and
- You became covered for this LTD plan on the date it takes effect; and
- While you are insured under this plan, a disability starts that is due to the same **illness**, **injury** or disabling pregnancy related condition for which you received or were eligible to receive benefits under the prior coverage; and
- There are no benefits available under the terms of the prior coverage for this disability due to the same **illness**, **injury** or disabling pregnancy related condition, the Elimination Period under this plan will apply to the extent it would have applied under the terms of the prior coverage had it remained in force.

Where the above paragraph applies, the amount of monthly benefit and the maximum period for which benefits will be payable, as to a disability due to the same or related causes, will be as provided in this LTD plan.

Pre-existing Conditions

As stated earlier, no benefits will be payable, as to a disability caused by a pre-existing condition. However if:

- You had prior coverage on the day before LTD coverage took effect; and
- You became covered for this LTD plan on the date it takes effect;

a benefit may be payable if a continuous period of coverage under the prior coverage and this LTD plan are equal to the lesser of:

- 12 months and;
- Any period of limitation as to a pre-existing condition remaining under the prior coverage.

Where the exclusion no longer applies, the amount of monthly benefit and the maximum period for which benefits will be payable, as to a disability caused by such pre-existing condition, will be as provided in this LTD plan.

In no event will:

- A benefit be payable as to a disability caused by a pre-existing condition, if the disability is excluded by any other terms of this LTD plan.
- A condition will be considered to be a pre-existing condition under this LTD plan if it was not a pre-existing condition under the prior coverage.

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

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

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

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

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

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

An eligible survivor is:

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

How the Survivor Benefit Will Be Paid

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

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

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

When Coverage Ends *(GR-9N-30-005-05 UT)*

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

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

Your coverage under the plan will end if:

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

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

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

Reinstating Coverage *(GR-9N-30-005-02 UT)*

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

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

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

For the above exceptions to apply, you must request to reinstate coverage within 31 days of your return to active work.

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

Coverage for Long Term Disability Benefits

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

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

Physical Examinations and Evaluations *(GR-9N-32-005-03-UT)*

Aetna will have the right and opportunity to have a **physician** of its choice examine any person who is requesting certification or benefits for new and ongoing claims. Multiple exams, evaluations and functional capacity exams may be required during your disability for an ongoing claim. This will be done at all reasonable times while certification or a claim for benefits is pending or under review. This will be done at no cost to you.

Legal Action

No legal action can be brought to recover payment under any benefit after 2 years from the final decision date of your last appeal decision, but not later than 3 years from the date your eligibility for disability benefit was first denied.

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.

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-32-005-01) (GR-9N-32-005-02)*

Coverage may be assigned only with the written consent of **Aetna**.

Misstatements *(GR-9N-32-005-03-UT)*

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)*

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.

Recovery of Overpayments

Long Term Disability Coverage

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

- Require you to return the overpayment on request;
- Stop payment of benefits until the overpayment is recovered;
- Take any legal action needed to recover the overpayment; and
- Place a lien, if not prohibited by law, in the amount of the overpayment on the proceeds of any other income, whether on a periodic or lump sum basis.

If the overpayment:

- Occurs as a result of your receipt of "other income benefits" for the same period for which you have received a benefit under this plan; and
- To obtain such "other income benefits", advocate or legal fees were incurred;

This Plan will exclude from the amount to be recovered, such advocate or legal fees; provided you return the overpayment to **the plan** within 30 days of **the plan**'s written request for the overpayment. If you do not return the overpayment to this plan within such 30 days, such fees will not be excluded; you will remain responsible for repayment of the total overpaid amount.

Examples of "other income benefits" are:

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

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 **Aetna**. Follow the procedure chosen by your Employer to report a disability claim to **Aetna**. If the procedure requires that claim forms be submitted, you may obtain them from your employer or **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.

In addition to the above: if you must be out of work because you are disabled, a claim for a Long Term Disability Benefit should be made right away. Do not wait until you go back to work. This may delay payment of benefits. At any time, **Aetna** may require copies of documents to support your claim, including data about employment and any other income benefits.

The deadline for filing a long term disability claim is 90 days after the end of the elimination period, if any.

If, through no fault of your own, you are not able to meet the deadline for filing a claim, your claim will still be accepted if you file as soon as possible. Unless you are legally incapacitated, late claims will not be covered if they are filed more than one year after the deadline.

Payment of Benefits *(GR-9N-32-025-04)*

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

Long Term Disability benefits will be paid at the end of each calendar month during the period for which benefits are payable. Long Term Disability benefits for a period less than a month will be prorated. This will be done on the basis of the ratio, to 30 days, of the days of eligibility for benefits during the month.

Any unpaid balance (at the end of **Aetna**'s liability as to Long Term Disability) will be paid within 30 days of receipt by **Aetna** of the due written proof.

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.

Contract Not a Substitute for Workers' Compensation Insurance *(GR-9N-32-030-01)*

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

Contacting Aetna *(GR-9N-32-005-03 UT)*

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

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, CT 06156

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

Glossary

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

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

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

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

Adjusted Predisability Earnings

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

Aetna

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

Approved Rehabilitation Program

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

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

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

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

Consumer Price Index

The CPI-W, **Consumer Price Index** for Urban Wage Earners and Clerical Workers, is published by the United States Department of Labor. If the CPI-W is discontinued or changed, **Aetna** reserves the right to use a comparable index.

E *(GR-9N 34-025 04)*

Effective Treatment of Alcoholism or Drug Abuse

This means a program of alcoholism or substance abuse therapy that is prescribed and supervised by a **physician** and either:

- Has a follow-up therapy program directed by a **physician** on at least a monthly basis; or
- Includes meetings at least twice a month with organizations devoted to the treatment of alcoholism or drug abuse.

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

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

Hospital

An institution that:

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

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

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

Illness

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

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

M *(GR-9N-34-065-03 UT)*

Material Duties
Duties that:

- Are normally needed for the performance of your **own occupation**; and
- Cannot be reasonably left out or changed. However, to be at work more than 40 hours per week is not a material duty.

O *(GR-9N-34-075-01 UT)*

Own Occupation
The occupation that you are routinely performing when your period of disability begins. Your occupation will be viewed as it is normally performed in the national economy instead of how it is performed:

- For your specific employer; or
- At your location or work site; and
- Without regard to your specific reporting relationship.

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

Physician *(GR-9N-34-080-05 UT)*
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.

For the purposes of Long Term Disability coverage, regular care of a physician means you are attended by a physician who:

- Is not you or related to you;
- Has the medical training and clinical expertise suitable to treat your disabling condition;
- Specializes in psychiatry, if your disability is caused, to any extent, by a mental health or psychiatric condition; and
- Whose treatment is:
  - Consistent with the diagnosis of the disabling condition;
  - According to guidelines established by medical, research and rehabilitative organizations; and
  - Administered as often as needed.

Predisability Earnings

The amount of salary or wages you were receiving from an employer participating in this Plan on the day before a period of disability started, calculated on a monthly basis.

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

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

Included in salary or wages are:

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

Salary or wages do not include:

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

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

R *(GR-9N-34-090-01 UT)*

Reasonable Occupation

This is any gainful activity:

- For which you are, or may reasonably become, fitted by education, training, or experience; and
- Which results in, or can be expected to result in, an income of more than 60% of your **adjusted predisability earnings**.

Treatment Facility

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

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

Confidentiality Notice

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

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

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

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

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

This continuation of coverage section applies only for the period of any approved family or medical leave (approved FMLA leave) required by Family and Medical Leave Act of 1993 (FMLA). If your Employer grants you an approved 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.

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.

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

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

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