

# BENEFIT PLAN

Prepared Exclusively For  
City and County of San Francisco Health  
Service System

Basic Life Insurance

Aetna Life Insurance Company  
Booklet-Certificate

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

What Your Plan  
Covers and How  
Benefits are Paid

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

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

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

Aetna Life Insurance Company (ALIC) is pleased to provide you with this *Booklet-Certificate*. Read this *Booklet-Certificate* carefully. Health Expense Coverage in this Plan is underwritten by Aetna Life Insurance Company of Hartford, Connecticut (referred to as **Aetna**) only to the extent benefits are not the liability of your Employer. All other benefits under this Plan are underwritten by **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:	City and County of San Francisco Health Service System
Group Policy Number:	GP-839201
Effective Date:	January 1, 2013
Issue Date:	November 1, 2013
Booklet-Certificate Number:	2



Mark T. Bertolini  
Chairman, Chief Executive Officer and President

Aetna Life Insurance Company  
(A Stock Company)

## Coverage for You (GR-9N-02-005-01 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.

# Eligibility, Enrollment and Effective Date of Your Coverage

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

Who Can Be Covered

How and When to Enroll

When Your Coverage Begins

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

## Who Can Be Covered

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

### Employees

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

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

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

You are in an eligible class if:

- You are a regular full-time employee, as defined by your employer; and
- You **are a member of a collective bargaining unit with which your employer has entered into a collective bargaining agreement.**

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

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 coinciding with or next 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.

## **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

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 or domestic partner, if any.
- If there is no spouse or domestic partner, in equal shares to your children.
- If there is no spouse; or domestic partner or you have no children, to your parents, equally or to the survivor.

- If there is no spouse; or domestic partner, 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 01)

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 6 consecutive months without interruption.

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

You must give **Aetna** a written notice of claim for this extended benefit. **Aetna** must receive your notice within 18 months from the date you stop active work. If your written notice is not received within 18 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)

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

- The date **Aetna** sends you a request (at the most recent address in its records) for:
  - An exam or proof that you are still permanently and totally disabled; and
  - You do not go for the exam or provide proof of your continued disability within 31 days of that date.
- The date you are able to 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.

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 01)

**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 6 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 18 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.

### **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.

#### **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.

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

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

### Changes in Benefit Level

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

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

#### Important Reminder

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

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

### *The following applies to Basic Life:*

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

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

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

## When Life Insurance Coverage Amounts are Reduced (GR-9N 03-020 01)

### Age Reduction Rules

Life insurance 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 amount
70	50% of your life amount
75	30% of your life amount

Reductions are based on the amount of life insurance 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 the date in which you attain the limiting age.

If you become eligible for coverage after you reach age 65, your amount of life insurance 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 (GR-9N 03-020 01)

Life Insurance coverage ends when you retire.

## When Coverage Ends (GR-9N-30-005-05 CA)

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 18 months from the start of the absence.
  - If you are not **actively at work** due to temporary lay-off or leave of absence or your Employer suspends operations ( non-medical reasons), 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)

## Confidentiality

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

## Additional Provisions

The following additional provisions apply to your coverage:

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

## 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 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 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 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.

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

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

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

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

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

## **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 for loss of life will be paid in accordance with the beneficiary designation. Payment will be made in one sum.

If your beneficiary is a minor or, in **Aetna's** opinion, legally unable to give a valid release for payment of any life 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 Uniform 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 [www.aetna.com](http://www.aetna.com).

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

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

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

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

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

This provision shall terminate if:

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

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



# Glossary

(GR-9N-34-005-02 C.A)

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-34-005-02)

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

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

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

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

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

## **Aetna**

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

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

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

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

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

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

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

### **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 CA)

### **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.

## **Confidentiality Notice**

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

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

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

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

## **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.

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.

# **Additional Information Provided by Aetna Life Insurance Company**

## **Inquiry Procedure**

The plan of benefits described in the Booklet-Certificate is underwritten by:

**Aetna Life Insurance Company (Aetna)  
151 Farmington Avenue  
Hartford, Connecticut 06156**

**Telephone: (860) 273-0123**

**If you have questions about benefits or coverage under this plan, call Aetna at the number shown above.**

**If you have a problem that you have been unable to resolve to your satisfaction after contacting Aetna, you should contact the Consumer Service Division of the Department of Insurance at:**

300 South Spring Street  
Los Angeles, CA 90013

Telephone: 1-800-927-4357 or 213-897-8921

You should contact the Bureau only after contacting Aetna at the numbers or address shown above.

# Schedule of Benefits

*(GR-29N-01-001-01 CA)*

**Employer:** City and County of San Francisco Health Service System  
**Group Policy Number:** GP-839201  
**Issue Date:** November 1, 2013  
**Effective Date:** January 1, 2013  
**Schedule:** 2F  
**Cert Base:** 2

For: Basic Life Insurance - All eligible Superior Court of California, County of San Francisco International Federation of Professional and Technical Engineers (IFPTE-Local 21), Unrepresented Professionals, and Court Reporters of the International Federation of Professional and Technical Engineers (IFPTE-Local 21) Employees.

# Schedule of Life Insurance Benefits

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

## Employees

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

### Basic Schedule

<b>Classification</b> <i>(GR-9N S-02-01 01)</i>	<b>Amount</b>
All Employees	\$50,000

**Note:**

The life insurance amount you receive under the permanent and total disability feature of this plan will be reduced at the specified ages, and according to the Age Reduction Rule.



# Accelerated Death Benefit (GR-9N 03-003 01)

Employees

ADB months	24 months
ADB percentage	up to 50%
ADB minimum	\$5,000
ADB maximum	up to \$500,000

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

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