

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2016-0112)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Aetna Life Insurance Company ("VENDOR"), who mutually agree as follows:

1. CITY issued (a) on February 19, 2016 Purchasing Office Solicitation Nos. 2016-018 and 2016-019, a procurement solicitation for proposals for life, accidental death and dismemberment, supplemental life and long-term disability group employee insurance benefits, (b) on February 22, 2016 Addendum No. 1, (c) on February 23, 2016 Addendum No. 2, (d) on February 24, 2016 Addendum No. 3, (e) on February 29, 2016 Addendum No. 4, (f) on March 9, 2016 Addendum No. 5, and (g) on March 15, 2016 Addendum No. 6, said addenda to Purchasing Office Solicitation No. 2016-018 (collectively, "SOLICITATION").
2. In response to CITY's SOLICITATION, VENDOR submitted a proposal dated March 21, 2015 (which should have been dated March 21, 2016) for life, accidental death and dismemberment, supplemental life and long-term disability group employee insurance benefits ("SUBMITTAL"), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted (a) a Life and Accidental Death & Personal Loss Benefit Plan for full-time employees of CITY, (b) a Life Benefit Plan for the Board of Mayor and Aldermen of CITY, (c) a Life and Accidental Death & Personal Loss Schedule of Benefits for full-time employees of CITY, (d) a Life Schedule of Benefits for the Board of Mayor and Aldermen of CITY, and (e) a Group Policy (collectively, "LIFE PLAN DOCUMENTS"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
4. VENDOR has now also submitted CITY's Standard Procurement Terms and Conditions with VENDOR's contact information inserted ("CITY'S TERMS"), modified to be mutually agreeable to both parties, a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein.
5. VENDOR has now also submitted Certificates of Insurance ("CERTIFICATES OF INSURANCE"), copies of which are attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY's Insurance Requirements as specified in SOLICITATION.
6. If and when insurance coverage documented by CERTIFICATES OF INSURANCE referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall provide an updated certificate of insurance to CITY upon request.
7. VENDOR will notify CITY as soon as possible but not later than thirty (30) calendar days in the event of any cancelation or termination of such insurance if it is not immediately replaced.
8. Subcontractors are required to maintain adequate insurance coverage and limits as applicable to the scope of services being performed.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2016-0112)

9. VENDOR has now also submitted CITY's Indemnification Agreement, modified to be mutually agreeable to both parties, executed for VENDOR ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 5 and hereby incorporated by reference as if fully set forth herein.
10. CITY awarded on May 24, 2016 to VENDOR the purchase of life, accidental death and dismemberment, and supplemental life group employee insurance benefits pursuant to SOLICITATION, SUBMITTAL, LIFE PLAN DOCUMENTS, CITY'S TERMS, CERTIFICATE(S) OF INSURANCE and INDEMNIFICATION AGREEMENT.
11. The term of award shall commence upon execution of this AGREEMENT for three (3) policy years, the first of which is to commence July 1, 2016 and the last of which is to expire at the end of June 30, 2019. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than two (2) options to extend the term of award, each time for one (1) additional policy year, for a maximum possible term of award of five (5) policy years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, except with respect to pricing which shall be negotiated a minimum of three (3) months in advance of the scheduled expiration of the term of award; and (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
12. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) VENDOR's filed Group Policy; (b) this AGREEMENT; (c) CITY'S TERMS; (d) LIFE PLAN DOCUMENTS; (e) SUBMITTAL; and (f) SOLICITATION.

EXECUTED THIS 22 DAY OF July 2016

For VENDOR:

Michael L. Lopez
(signature of VENDOR's authorized representative)

TITLE: Assistant Vice President
and Actuary

For CITY:

Eric S. Smiley
(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:

Kristen Lee
Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2016-0112)

Attachment No. 1

Excerpts from SUBMITTAL

Quality health plans & benefits
Healthier living
Financial well-being
Intelligent solutions

aetna[®]

An Aetna Proposal for
**City of Franklin, Tennessee Solicitation
No.: 2016-018 and 2016-019**

March 2016

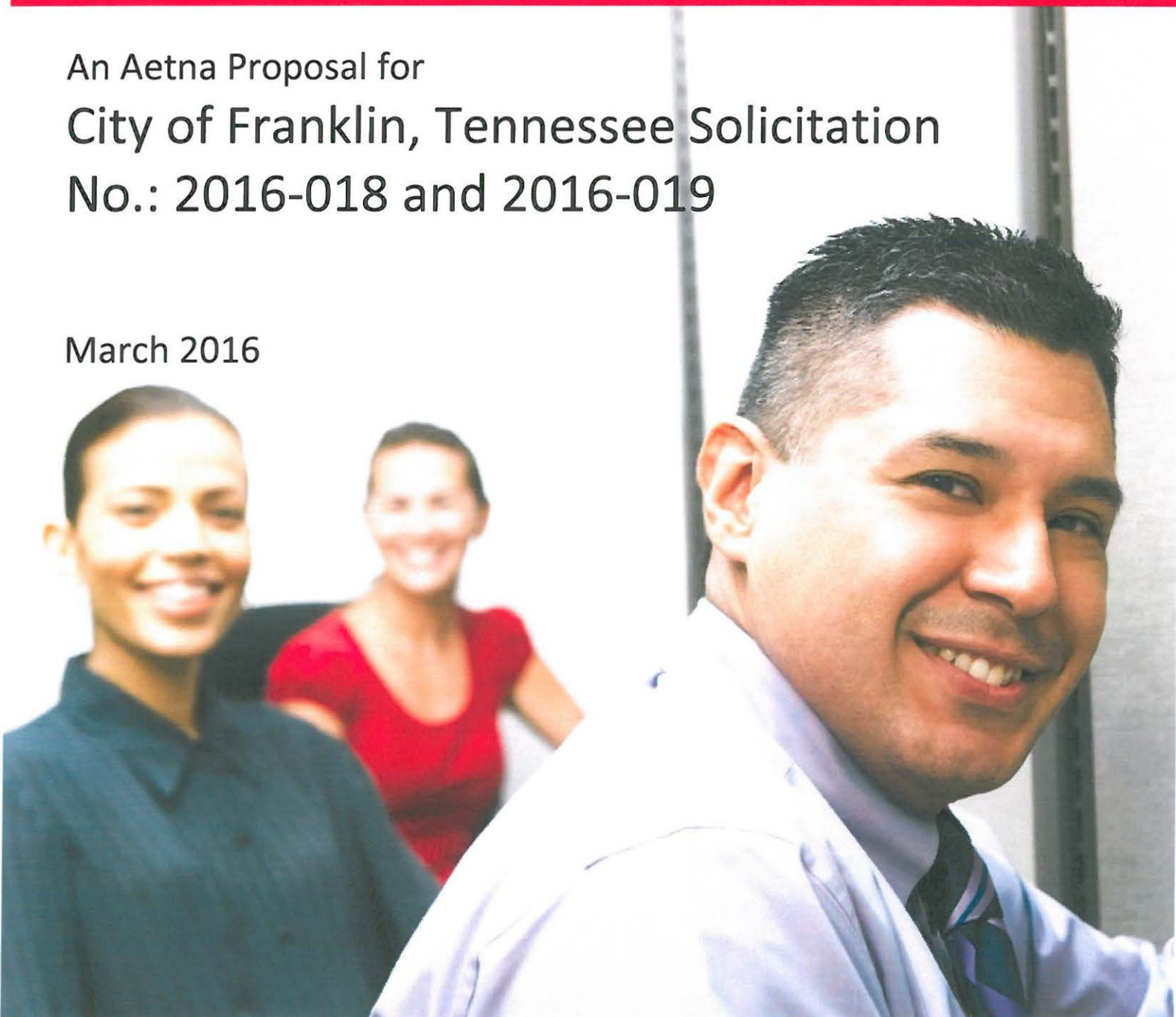


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- LTD All Proposal

Questionnaire

Samples and Brochures

We have provided Samples and Brochures on CD-ROM

Aligned for success.



March 21, 2016

We are pleased to provide you with Aetna's response to the City of Franklin, Tennessee's (the City) Solicitation No.: 2016-018 and 2016-019. We are confident you will find Aetna to be the industry leader in our ability to offer these coverages. Our proposal provides you with a comprehensive solution that meets their needs for today...and tomorrow.

Our Insurance Offerings

Our primary objective is to continue being a benefits partner with the City. To achieve this goal, we want to make sure we are not only offering competitive pricing but also the most efficient administration, creative and customized support, advanced technology and the value added features that benefits your employees.

Our Approach to a Better Experience

- Provide best in class service to you and your employees
- Create a better life experience through flexible and easy to use solutions and offering someone to lean on when life is a struggle
- Drive greater value through clinical resources
- Cost savings for an enriched benefits plan

Simpler, better service experience for life benefits

- **Claim Submission** - We give options when submitting Life and AD&D claims. The City can submit claims online, by mail or even fax; whichever is easier for them. We do not require original documents or a claim kit.
- **Online Website** - Our Employer Secure Website is a web-based application that provides Life information “on demand.” Log on to submit a claim; check the status of a claim, and access downloadable forms, reports and a variety of other plan information.
- **Online EOI** - Our online EOI submission system provides members with the ability to complete their Life and Disability EOI forms online. This access allows members to submit EOI information online that will be automatically loaded to our medical underwriting system for auto-adjudication.

Caring means going the extra mile

We go beyond just paying claims to help employees and their families better cope with a disability, end of life struggle or personal loss. We call it Aetna Life Essentials and it makes a world of difference:

- **Someone to lean on.** Direct access to Care Advocates and licensed social workers to help family and caregivers locate community services and make important end of life decisions.
- **Funeral planning support.** Provides comfort to employees at a difficult time in their lives.
- **Help when you need it most.** Up to 75 percent of life insurance benefit during a terminal illness or other specified medical condition to help pay bills.
- **In-person legal counsel.** Assistance with end-of-life and estate-related matters.
- **Help with estate planning.** Professional assistance with wills, living wills and health care directives.





**We deliver the
value you
expect from an
industry leader**

Use targeted clinical resources to support your disability program goals

Our strong focus and holistic approach to managing disabilities helps employees return to health – and work – faster

Self-Service Portals. Our WorkAbility® system provides robust online self-service capabilities for both you and your employees. This includes online claim submission and the ability to check claim status. It allows employees to conduct transactions such as setting up direct deposit and helps them stay engaged by providing email access to their claim support team. The employer portal provides a robust reporting capability which your account team will help you use to identify and manage trend.

Highly trained clinical teams.

- Disability Benefits Managers evaluate each long-term case
- Vocational Rehabilitation Specialist educates and supports employees with return-to work programs

Partner with national vendors. We work with vendor representatives, located onsite at our disability service centers, to manage Social Security Disability Insurance (SSDI) awards and recover disability plan overpayments resulting from retroactive SSDI awards.

Behavioral Health. Our Behavioral Health Unit manages the clinical aspects of psychiatric disability claims, understanding that a mental health diagnosis may affect overall health recovery and ability to return to work. Staff are comprised of licensed master's level clinicians, psychiatric nurses and a physician consultant panel. We use clinical expertise to manage care holistically, negotiating effective return to work plans, addressing quality of care concerns and setting expectations for recovery.

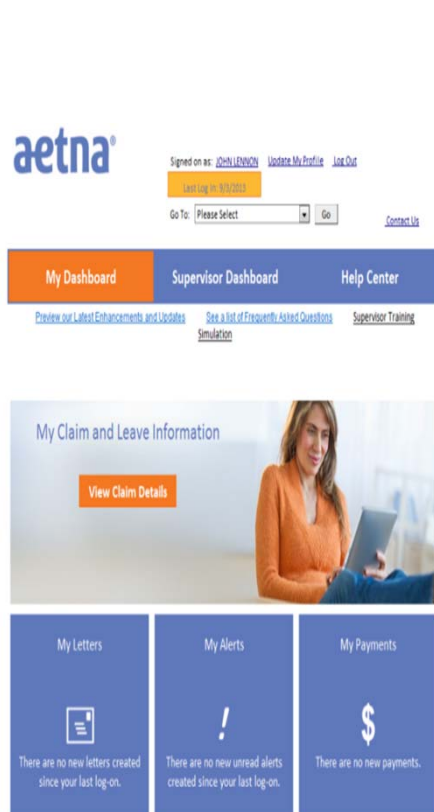
A study by Aetna's Disability and Absence Management Services suggests that employees on short-term disability due to a behavioral health condition, who have their disability claims managed by a disability Behavioral Health Unit (BHU), average 11 fewer days on short-term disability compared to an industry benchmark. For employers, this result translates into an average cost avoidance of \$1,177 per claim when compared to the benchmark.*

*Illustrated savings based on Aetna data on claims involving psychological conditions compared to a 2011 Medical Disability Advisor (MDA) duration data published by the Presley Reed Group. Actual results will vary.

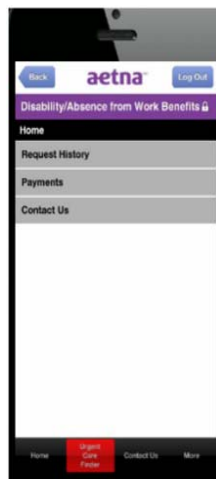
WorkAbility® Technology simplifies everything

We are investing heavily in ongoing technology improvements to **simplify the member & client experience with specific emphasis on the capabilities and user experience:**

- ✓ For members
- ✓ For supervisors
- ✓ For Employers “super users”



WorkAbility® Portal



Access to Disability on Aetna Mobile

Easier for you

- Decreased work and improved efficiency for your team
- Access to real-time information and reports
- Consistent communication on key claim events and outcomes
- Better workforce forecasting

Empowering for members

- Ease, convenience and clarity that encourage members to use the system
- Real-time claim view and status
- Payment and communication preference options
- Access to disability/leave of absence claims on Aetna Mobile

The value of a clear strategy

**The Aetna Way —
a philosophy that defines why
we exist, what we believe in,
what we're trying to achieve,
and how we run our business.**



For more than 160 years, we have been helping businesses and individuals achieve financial security and well-being. Our long history, stable growth, financial stability and industry expertise have made us the carrier of choice for 13.3 million group insurance members through employers nationwide, including more Fortune 1000 companies than any of our competitors.

Through our commitment to your vision and your priorities, we offer you a strategic partnership that will achieve your goals. We are confident in the value we can bring to the City and their families, and we guarantee it in our proposal.

You have our personal commitment that Aetna will deliver on the solutions presented in this RFP response. This commitment and our ability to deliver are part of what makes Aetna unique. We extend this commitment on behalf of all the Aetna employees who put our customers at the center of all we do each and every day.

Thank you for this opportunity.

Julie Currin
Senior Sales Vice President
Phone: (704) 221-5530
Email: CurrinJ@aetna.com

Proposal Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

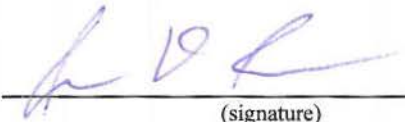
Purchasing Office Solicitation No.: **2016-018 and 2016-019**

Vendor's name, street address, and mailing address:	151 Farmington Avenue Hartford CT 06156
Vendor's contact person's name (printed), title, telephone number and e-mail address:	Julie Currin Senior Account Manager Phone: (704) 221-5530 Email: CurrinJ@aetna.com
Does the proposer take any exceptions to the City's procurement solicitation?	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, proposer takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed, described, compared to the City's intention as expressed and implied by the City's solicitation documents, and submitted?	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, proposer takes no exceptions.
For which category of group employee insurance benefits is the proposer submitting a proposal (please mark one or both)?	<input checked="" type="checkbox"/> (a) group life, accidental death and dismemberment, and supplemental life (City Procurement Solicitation No. 2016-018) <input checked="" type="checkbox"/> (b) long-term disability (City Procurement Solicitation No. 2016-019)
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to proposer?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, proposer requests the following payment terms: _____
Last date (no sooner than May 31, 2016) that proposal and associated pricing is valid and may be accepted by the City:	
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which payment method would the proposer prefer?	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.

Proposal Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

Purchasing Office Solicitation No.: **2016-018 and 2016-019**

Proposer's name:	Aetna Life Insurance Company
Are the following components included with this Proposal Submittal Form in the submittal? <ul style="list-style-type: none">Detailed vendor-supplied description of proposed product(s) and/or service(s);Detailed responses to the Request for Proposals;Identification, listing and description of any exceptions to the procurement solicitation;City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;Vendor's proposed agreement or contract, the terms and conditions of which shall be not inconsistent with the City's Standard Procurement Terms and Conditions;City of Franklin Affidavit of Non-Collusion, executed in full;City of Franklin Affidavit of Title VI Compliance, executed in full; andA complete digital copy of submitted proposal documents per the Instructions for Proposers.	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, proposer chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the proposal non-responsive).
Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its proposal, it is the responsibility of each potential proposer to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)	<input type="checkbox"/> Addendum No. _____ <input checked="" type="checkbox"/> Addenda Nos. <u>Addenda Nos. 1-6</u> <input type="checkbox"/> No addenda.
Signature of proposer's authorized representative: I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the proposal submitted herewith.	 (signature)
Title of proposer's authorized representative:	Senior Director of Business Development
Date of signature:	March 21, 2015

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

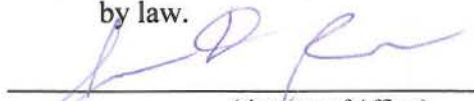
State of Connecticut)
County of Hartford) SS

Affiant, James D. Juliano, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Senior Director of Business of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Aetna Life Insurance Company,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.


(signature of Affiant)

Senior Director of Business Development
(title of Affiant)

Sworn and subscribed to before me this 21st day of March, 2016

Christina Mancini
(Notary Public)

My Commission Expires: April 30, 2017

Affidavit of Title VI Compliance
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Connecticut)
County of Hartford) SS

Affiant, James D. Juliano, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Senior Director of Business Development of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Aetna Life Insurance Company,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.


(signature of Affiant)

Senior Director of Business Development
(title of Affiant)

Sworn and subscribed to before me this 21st day of March, 2016

Christina Mancini
(Notary Public)

My Commission Expires: April 30, 2017

We reviewed the City of Franklin, Tennessee's (the District) Solicitation No.: 2016-018 and 2016-019 special terms and conditions. We would like to work with the District at an appropriate time to discuss the suggestions outlined below.

Contract Term or Condition	Explanation
Request For Proposal h. Use of subcontractors	Aetna must have the flexibility to manage its costs in the most effective manner possible, combining internal resources and external vendor relationships, as appropriate. It is not practicable for Aetna to subject itself to varying constraints from individual customers. Aetna must have full freedom to manage its costs on an enterprise basis. In addition, we would like to be able to assign to our subsidiaries and affiliates without the Cities prior written consent.
Request For Proposal l. Terms and Conditions	Except where otherwise outlined within our proposal response.
Request For Proposal m. Refusal to honor submittal	We are unable to agree to unspecified damages or other costs outside of our control.
Request For Proposal q. Indemnification	Your Indemnification language is generally acceptable. However, we wish to clarify the following: (1) Aetna can agree to indemnify City on a comparative negligence theory, but we are not prepared to indemnify City for 100% of a loss if Aetna is only partially at fault. As such, the words "that portion of" should be inserted before "any and all such suits, actions, legal proceedings, claims, demands, damages, costs" in the first line. (2) Consistent with the last comment, a standard of care should be introduced so that Aetna would only be liable for conduct deemed to be negligent. We are prepared to discuss other formulations of the standard of care, but we do not believe it is appropriate to omit the standard of care altogether in this paragraph.

Request For Proposal 12.6 Insurance Requirements	12.6. Insurance Requirements Before award of the procurement by the City, the successful proposer (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage. <table><tr><td>Type of Coverage</td><td>Limits of Coverage</td><td>Certificate of Insurance</td></tr><tr><td>Professional Liability</td><td>\$1,000,000 Combined Single Limit</td><td>Certificate Holder* only</td></tr><tr><td>Workers Compensation</td><td>Statutory limits</td><td>Certificate Holder* only</td></tr><tr><td>Employers Liability</td><td>\$1,000,000 Bodily Injury Each Accident</td><td>Certificate Holder* only</td></tr><tr><td></td><td>\$1,000,000 Policy Limit Bodily Injury by Disease</td><td></td></tr><tr><td></td><td>\$1,000,000 Each Employee Bodily Injury by Disease</td><td></td></tr></table> <p>*Certificate Holder shall be listed as follows: City of Franklin 109 3rd Ave. South Franklin, TN 37064</p> <p>If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful proposer shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above. provide an updated certificate to the City of Franklin upon request.</p>	Type of Coverage	Limits of Coverage	Certificate of Insurance	Professional Liability	\$1,000,000 Combined Single Limit	Certificate Holder* only	Workers Compensation	Statutory limits	Certificate Holder* only	Employers Liability	\$1,000,000 Bodily Injury Each Accident	Certificate Holder* only		\$1,000,000 Policy Limit Bodily Injury by Disease			\$1,000,000 Each Employee Bodily Injury by Disease	
Type of Coverage	Limits of Coverage	Certificate of Insurance																	
Professional Liability	\$1,000,000 Combined Single Limit	Certificate Holder* only																	
Workers Compensation	Statutory limits	Certificate Holder* only																	
Employers Liability	\$1,000,000 Bodily Injury Each Accident	Certificate Holder* only																	
	\$1,000,000 Policy Limit Bodily Injury by Disease																		
	\$1,000,000 Each Employee Bodily Injury by Disease																		

	<p>In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful proposer shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancellation. Vendor will notify the City of Franklin as soon as possible but no later than thirty (30) calendar days in the event of any cancellation or termination of such insurance if it is not immediately replaced.</p> <p>The successful proposer agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement. Subcontractors are required to maintain adequate insurance coverage and limits as applicable to the scope of services being performed.</p>
Standard Procurement Terms and conditions 1. Assignment/Subcontracting	<p>Aetna must have the flexibility to manage its costs in the most effective manner possible, combining internal resources and external vendor relationships, as appropriate. It is not practicable for Aetna to subject itself to varying constraints from individual customers. Aetna must have full freedom to manage its costs on an enterprise basis. In addition, we would like to be able to assign to our subsidiaries and affiliates without the Cities prior written consent.</p>
Standard Procurement Terms and conditions 6. Derivative Works	<p>Let's respond as follows, Aetna can agree if the Goods or Services are Customized, which means (i) based on the Cities written specifications, (ii) paid for separately by the City to Aetna, and (iii) pursuant to a written statement of work signed by both parties.</p> <p>Regarding arbitration, we would like to discuss this requirement in greater detail. Our preferred approach to dispute resolution does involve the use of arbitration.</p>
Standard Procurement Terms and conditions 9. Warranties/Limitation of Liability/Waiver	<p>Warranties Represents/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties representations. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.</p>

<p>Standard Procurement Terms and conditions 11. Precedence</p>	<p>We are obliged for regulatory reasons to ensure our Group Policy takes precedence in governing the plan we are proposing. We will ensure the provisions provided in our Group Policy meet your requirements to the fullest extent possible. We are also agreeable to enter into a side agreement governing subjects not addressed in the filed contracts, so long as the filed contracts take precedence. We are willing to make any agreed upon provisions part of a Side Agreement whose order of precedence will be dictated as follows, but we cannot override the provisions of the filed Group Policy as they are state filed.</p> <p>We are agreeable to the following order of precedence:</p> <ol style="list-style-type: none"> 1. Aetna's filed Group Policy. 2. A Side Agreement (acceptable provisions from the City's Standard Procurement Terms and Conditions be the origin of this). 3. Aetna's response to the RFP. 4. Any change the City makes to the RFP. 5. Initially submitted RFP.
<p>Standard Procurement Terms and conditions 12. Indemnification</p>	<p>Your Indemnification language is generally acceptable. However, we wish to clarify the following:</p> <p>(1) Aetna can agree to indemnify City on a comparative negligence theory, but we are not prepared to indemnify City for 100% of a loss if Aetna is only partially at fault. As such, the words "that portion of" should be inserted before "any and all such suits, actions, legal proceedings, claims, demands, damages, costs" in the first line.</p> <p>(2) Consistent with the last comment, a standard of care should be introduced so that Aetna would only be liable for conduct deemed to be negligent. We are prepared to discuss other formulations of the standard of care, but we do not believe it is appropriate to omit the standard of care altogether in this paragraph.</p>
<p>Standard Procurement Terms and conditions 17. Default</p>	<p>We are unable to agree to unspecified damages or other costs beyond our control.</p>
<p>Standard Procurement Terms and conditions 18. Entire Agreement</p>	<p>As we have noted, we are obliged by statute to require our state filed and approved Group Policy to be the governing document between the City and Aetna. We are willing to work with the City to add any additional agreed upon provisions as part of a side letter.</p>

<p>Procurement Agreement 7. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.</p>	<p>Aetna contracts with its subcontractors on a book of business basis and not individually in support of any specific client relationship. Our book-of-business contracting approach makes it infeasible for Aetna to flow-through direct contract terms to our subcontractors or to seek prior approval.</p>
<p>Procurement Agreement 8. VENDOR has now also submitted CITY's Indemnification Agreement, executed for VENDOR ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.</p>	<p>We would like to discuss this requirement in greater detail. The nature of a group insurance policy is one of indemnification. Under the contract, we agree, subject to the terms of the group policy, to assume the financial responsibility from the customer for claims incurred during the term of the policy. For full-risk customers, there is no need for us to offer, and we would not typically agree to, a separate indemnification with respect to claim determinations as we already hold the financial risk with respect to all claims paid under the policy. We would assume the defense and pay the costs of defending any claim by a covered member that arises out of a claim for benefits under the policy.</p>

<p>Procurement Agreement 11. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY'S TERMS; (c) SOLICITATION; and (d) SUBMITTAL.</p>	<p>We are obliged for regulatory reasons to ensure our Group Policy takes precedence in governing the plan we are proposing. We will ensure the provisions provided in our Group Policy meet your requirements to the fullest extent possible. We are also agreeable to enter into a side agreement governing subjects not addressed in the filed contracts, so long as the filed contracts take precedence. We are willing to make any agreed upon provisions part of a Side Agreement whose order of precedence will be dictated as follows, but we cannot override the provisions of the filed Group Policy as they are state filed.</p> <p>We are agreeable to the following order of precedence:</p> <ol style="list-style-type: none"> 1. Aetna's filed Group Policy. 2. A Side Agreement (acceptable provisions from the City's Standard Procurement Terms and Conditions and Vendor Agreement be the origin of this). 3. Aetna's response to the RFP. 4. Any change the City makes to the RFP. 5. Initially submitted RFP.
<p>Signatures</p>	<p>James Juliano is an Authorized signor for Aetna Life Insurance Company as delegated by the Corporate Secretary's Office. If an officer signature is specifically required please advise us and that will follow under a separate cover.</p>

Basic Life and AD&D Rates*

Benefit Name	Lives	Rate	Volume	Monthly Premium
Basic Life	641	\$0.140/\$1,000	\$31,300,000	\$4,382.00
Basic AD&D Ultra	641	\$0.025/\$1,000	\$31,300,000	\$782.50

Optional Life Rates*

Benefit Name	Age Bands	Lives	Rate	Volume	Monthly Premium
Optional Employee Life	ALL	659	\$0.140/\$1,000	\$34,484,500	\$4,827.83

It is expected that employee deductions will be taken based on the rate and aggregate insured volume will be reported monthly. The proposed rates may be subject to imputed income under Section 79 of the Internal Revenue Code. Please consult your tax counsel on this matter.

Optional Life rate Straddles Table I.

* A census with final enrollments should be submitted to Aetna prior to the effective date; however, it must be provided no later than 30 days after the enrollment date. The final rates may be subject to change based on our review of the enrolled status.

Basic and Optional Life Insurance Plan Design

Plan Features	Class 1 - AAFT Employees except the Mayor and Aldermen Class 2 – AAFT Mayor and Aldermen
Eligibility Waiting Period	After 90 days of employment
Minimum Hours/Week	30 hours
Basic Life	1 X BAE to a maximum of \$175,000, rounded to next \$1,000.
Basic AD&D	Equal to Basic Life Insurance
Optional Life	Class 1 - Flat \$50,000 Class 2 – Flat \$10,000
Overall Plan Maximum	\$225,000
Age Reduction Rule	Age 70 to 65% Age 75 to 50% Age 80 to 30%
Basic Life Guarantee Issue*	\$175,000
Optional Guarantee Issue*	Class 1 - \$50,000 Class 2 - \$10,000
Disability Provision (for active employees only; upon qualifying, all AD&D Ultra Insurance ends)	PW 60/65
Accelerated Death Benefit	Included 75% Discounted

Life and AD&D Quote Assumptions

Effective Date	07/01/2016
Rate Guarantee	36 Months (07/01/2016 -07/01/2019) * * Receiving census at least once per year is a condition of the rate guarantee.
SIC Code	• 9111
Commissions	<ul style="list-style-type: none">• Basic Life Commissions: Net of commission• Optional Life Commissions: Net of commission• Producer Compensation <p>Aetna has various programs for compensating agents, brokers and consultants. If you would like information regarding compensation programs for which your producer is eligible, payments (if any) which Aetna has made to your producer, or other material relationships your producer may have with Aetna, you may contact your producer or your Aetna account representative. Information regarding Aetna's programs for compensating producers is also available at www.aetna.com.</p>
Premium Tax	Included in rates
Contract State	TN—The Aetna (ALIC) standard filed contract language applies to this proposal unless changes are approved in advance by Underwriting. Special drafted contract language or plan provisions are not assumed in the rates.
Grace Period	31 Days
Eligibility Handling	Eligibility will be maintained by City of Franklin
Basic Life Minimum Participation	100%
Optional Life Minimum Participation	100%

Active At Work Rules	<ul style="list-style-type: none"> • <u>Plan Effective Date – Actively Working Employees</u>: Existing coverage is transferred on a “no loss – no gain” basis. This means that an employee or participant will not be penalized or lose the benefits/provisions already attained before switching insurance carriers, nor will they gain any additional benefits/provisions for which they have not yet satisfied the requirements or are not yet eligible for. • <u>Plan Effective Date – Disabled Employees</u>: Employees who are away from work due to a disability who are not covered under a prior carrier’s premium waiver feature may have existing coverage transferred on a “no loss – no gain” basis. To do this Aetna requires the receipt of a list of disabled employees. This list should include life coverage amount, date of birth, and disability reason. Based on the review of this list Aetna reserves the right to make adjustments to the proposal. • <u>Newly Eligible Employees</u>: If ill or injured, and away from work on the date that coverage would become effective, the effective date of coverage is delayed until the employee returns to full-time work for one full day.
Evidence Of Insurability Will be Required in the Following Situations	<ul style="list-style-type: none"> • <u>Exceeding the Guarantee Issue Amount</u>: Any amount above the guarantee issue amount that is listed in the Plan Design section of the proposal will require evidence of insurability. Evidence of insurability is not required due to an increase in salary that results in coverage above the guarantee issue amount. • <u>Late Applicants</u>: Employees who enroll for any contributory Life coverage more than 31 days after the date they are first eligible, elect to increase their coverage, were previously declined for coverage, provided incomplete information, or, have applied for and received and accelerated death benefit payment will be required to provide evidence of insurability. • <u>Increases in Coverage</u>: Employees who are currently enrolled for Optional or Dependent Life are allowed to increase the coverage by one level without having to provide evidence of insurability, provided the increase does not exceed the guarantee issue amount. • <u>Reinstatement of Coverage</u>: Employees who voluntarily cancel Optional or Dependent Life will be required to provide evidence of insurability if coverage is again requested. • <u>Rehired Former Employees</u>: If an employee is rehired after having terminated their employment, they will be subject to the same evidence of insurability requirements that apply to a person who has been hired for the very first time.
Definition of Earnings	<ul style="list-style-type: none"> • <u>Commissioned Sales Force</u>: Total annual income, including commissions, averaged over a 12 month period or actual months of employment if less. • <u>All others</u>: The employee’s basic annual salary or wage, exclusive of bonuses, overtime or extra compensation.

Accelerated Death Benefit	<ul style="list-style-type: none"> • 24 month terminal illness period • 75% max benefit percentage • \$500,000 benefit max • Payment will be discounted by an interest charge
Basic AD&D Ultra Provisions	<ul style="list-style-type: none"> • One quarter payment for uniplegia, or loss of a thumb and index finger on the same hand; one-half payment for paraplegia or hemiplegia; loss of a hand, foot or sight of one eye; either hearing or speech; or third degree burns covering 50-74% of the covered person's body; full payment for quadriplegia; loss of both hearing and speech; both hands, both feet, or both eyes; third degree burns covering 75% or more of the covered person's body; or life • In addition to the standard benefits listed above, we also provide the following coverage at no additional cost: <ul style="list-style-type: none"> – Passenger Restraint and Airbag Benefit - \$10,000 Seatbelt/\$5,000 Airbag – Education Benefit for Spouse and/or Child - 5% to \$5,000 – Child Care Benefit - 3% to \$2,000 – Repatriation of Remains –up to \$5,000 – Coma Benefit-- 5% of the Principal Sum for up to 11 months, 45% at month 12 • Total Disability Benefit– up to 100% of the principal sum
Disability Provision	<p><u>Premium Waiver:</u> With this provision, employee coverage may be continued without premium payments if an employee becomes totally and permanently disabled before age 60 and the disability lasts for at least 6 Months. Premium Waiver will terminate the earlier of the age 65 or their date of retirement.</p>
Basic AD&D Ultra Exclusions	<ul style="list-style-type: none"> • No benefits are payable for a loss, or the accident which resulted in the loss, if the loss or the accident is the result of: A bodily or mental infirmity; a disease, ptomaine or bacterial infection, not a direct result of an accident; medical or surgical treatment not needed as a direct result of an accident; suicide or attempted suicide; an intentionally self-inflicted injury; ligature strangulation resulting from auto-erotic asphyxiation; war or act of war; voluntary inhalation of poisonous gases; commission of or attempt to commit a criminal act; use of alcohol, drugs or intoxicants, except as prescribed by a physician (when the person follows the dosage instructions); contact with nuclear or atomic energy; and air or space travel, unless a passenger without duties. (Exclusions vary by state)

Additional Assumptions	<ul style="list-style-type: none"> • Optional Life rate Straddles Table I • Quotes are based on the assumptions that all information provided to Aetna is correct and complete, that the employer is a legitimate employer group and that the group is in sound financial condition. • Our quote assumed that both employer and employee paid benefits are compliant with non ERISA regulations. • We reserve the right to re-calculate our rates/fees if there is a 10% change in lives, volume, or plan design. Or if there is a material difference between the actual information submitted on the effective date and that submitted for use in preparing this quotation. • We reserve the right to recalculate our rates/fees if there is a statutory or regulatory requirement mandating the change of any benefit provision or administration, for example the elimination or restriction of a plan's ability to offset or reduce payable disability benefits by other income, including SSDI amounts. • Notification of acceptance of the proposal must be communicated in writing to Aetna no later than the earlier of 90 days from the date of this proposal and 30 days prior to the effective date. Otherwise, late acceptance may cause a delay in contract issuance and other pertinent insurance information. Late submission may also result in an invalid proposal and require postponement of the effective date. • The rate guarantee is subject to the policy's termination provision. In addition, receiving census at least once per year is a condition of the rate guarantee. • AD&D Ultra benefits cannot be purchased without the purchase of Basic Life. • The enclosed group insurance rates assume that Aetna is the insurer for the life product for the policy year. Should Aetna not be the insurer for the group insurance product, the enclosed rates are subject to change.
Takeover Claims	<ul style="list-style-type: none"> • We agree to underwrite the program to avoid employee loss of coverage (i.e., we will cover on a no loss/no gain basis). This means that an employee or participant will not be penalized or lose the benefits/provisions already attained before switching insurance carriers, nor will they gain any additional benefits/provisions for which they have not yet satisfied the requirements or are not yet eligible for. • For plans that currently have a premium waiver provision in place, we assume that pending, as well as known claims for disabled employees (i.e., premium waiver claims), are the responsibility of the prior carrier.

Deviations	<ul style="list-style-type: none">• Please note that compliance with ADEA is the responsibility of the plan sponsor.• Unless otherwise stated, the proposal is based on Aetna standard benefits.
Life benefits are underwritten or administered by Aetna Life Insurance Company (ALIC). This material is for informational purposes only and is neither an offer of coverage nor medical advice. It contains only a partial, general description of plan or program benefits and does not constitute a contract. Consult your Group Insurance Certificate to determine governing contractual provisions, including procedures, exclusions and limitations relating to your plan. All the terms and conditions of your plan or program are subject to applicable laws, regulations and policies. While this material is believed to be accurate as of the print date, it is subject to change without notice. In case of conflict between your plan documents and this information, the plan documents will govern.	
If coverage provided by any insurance policy violates or will violate any economic or trade sanctions, the coverage is immediately considered invalid. For example, Aetna companies cannot make payments for health care or other claims or services if it violates a financial sanction regulation. This includes sanctions related to a blocked person or a country under sanction by the United States, unless permitted under a valid written Office of Foreign Asset Control (OFAC) license. For more information, visit http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx	

Life Insurance

Basic and Optional Life – Standard Product Features	<ul style="list-style-type: none"> • <u>Benefit Exclusions</u>: None for basic and optional life. • <u>Accelerated Death Benefit</u>: If the employee is diagnosed with a terminal illness and has 24 or fewer months to live, or, suffers from a severe medical condition, the employee may request a portion of their basic life benefit in advance of death. • <u>Conversion Privilege</u>: Automatically included. Provides employees with the opportunity to convert their life insurance to an individual, whole life policy.
Life and AD&D Ultra – Value Added Services	<ul style="list-style-type: none"> • <u>Aetna Life Essentials™</u>: All Life and AD&D Ultra quotes include Aetna Life Essentials (ALE). ALE gives employees access to resources they need while everything is good in their life, at the end of their life and after they've passed away, to help employees and their loved ones. ALE provides members with access to: <ul style="list-style-type: none"> – <u>Financial Planning Services</u>: Actives, retirees and those who have ported their coverage have access to personalized financial planning help to meet their financial goals. – <u>Physical</u>: For members who have received a non-death payment under our AD&D Ultra benefit or who are suffering from an end of life condition, we provide direct access to a Licensed Social Worker who will personally assist the member with the struggles of having to deal with their disability or life limiting condition, while advocating for their care and well-being during a difficult period. – <u>Legal Estate Services</u>: If the employee or their spouse (or domestic partner, if included) is eligible for the Accelerated Death Benefit, we will provide them with access to in-office legal estate services. With the legal estate package an attorney will create or update their will, will execute durable or financial power of attorney forms, revocable living trust documents, tax planning, guardianship documents for minor children and/or provide legal representation for the sale of the member's primary place of residence.

Standard Life Claim Services	<ul style="list-style-type: none">• <u>Customer Service:</u> We provide a toll-free number for customer service and for providing notification of death to Aetna• <u>Claim Payments:</u> Clean claims are targeted to be processed within 5 business days of receipt by Aetna.• <u>Benefit Payment Accuracy:</u> Target Claim payment accuracy rate of 98 percent.• The Online Life Claims System: Provides plan sponsors with the ability to submit life claims and manage the life claims submission process online through the Employer Secure Website (ESW).• <u>Beneficiary Management and Claim Eligibility Services:</u> Allows employers to outsource the handling of employee/retiree life insurance beneficiary designation documents, claim establishment and the servicing of employee/retiree inquiries and requests regarding their current Group Life Benefits profile.• <u>Beneficiary Payments:</u> Except where restricted by state regulations, benefits of \$5,000 or more are deposited into an Aetna Benefits Checkbook account in the beneficiary's name. The funds in the account are not FDIC insured but are guaranteed by Aetna Life Insurance Company. The account provides beneficiaries with "checkbook checks" that may be used to draw upon the account. If the beneficiary chooses to do so, they may write one single check for the full amount of proceeds in the account without penalties or fees. Aetna guarantees a minimum interest rate as set out in the policy or other applicable documents. The amount of interest earned will vary from week to week and will be disclosed in the monthly statements mailed via the U.S. Postal Service to beneficiaries showing account activity. The beneficiaries will earn interest on the benefits in the account as soon as the account is set up. The Aetna Benefits Checkbook account enables beneficiaries to take their time, if necessary, to determine how to use the benefit proceeds. (TN)
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Basic AD&D

<p>Basic AD&D – Standard Product Features</p>	<ul style="list-style-type: none"> • <u>Benefit Amount:</u> Paid to the beneficiary of the employee if the employee dies within 365 days of a covered accident. Non-death benefits are paid to the employee. • <u>Covered Losses Recognized:</u> Loss of life (including exposure and disappearance); loss due to the severance of a hand, foot or thumb and index finger on the same hand; loss of sight, speech or hearing, loss of use of a limb due to paralysis, third degree burns and coma. • <u>Passenger Restraint Benefit:</u> If the employee suffers a loss of life as a direct result of a motor vehicle accident and the insured is properly using a passenger restraint and (if the driver) is properly licensed, a benefit will be payable. If an airbag is activated as a result of the same accident, an additional benefit will be payable. • <u>Education Benefit:</u> If the employee suffers a loss of life as a direct result of an accident, an education benefit will be payable on behalf of each dependent child and/or a surviving spouse for a maximum of 4 years from the date of death, with verification of continued enrollment once the child has graduated from high school. If the child has not yet completed their senior year of high school, we'll automatically make a payment on behalf of the child/ren. • <u>Child Care Benefit:</u> If the employee suffers a loss of life as a direct result of an accident, a child care benefit will be payable to cover expenses associated with the dependent child's enrollment in a legally licensed child care center for a maximum of 4 years from the date of death. • <u>Repatriation of Remains Benefit:</u> If the employee suffers a loss of life as a direct result of an accident while 200 or more miles from home, a benefit will be payable for the preparation and transportation of the body to a hometown mortuary. • <u>Total Disability Benefit:</u> If the employee becomes permanently and totally disabled as a result of a covered accident, this benefit will allow for the payment of the employee's Principal Sum to be made to their beneficiary if they die after the 365 day covered loss period ends provided premium payments continue to be made for the employee's AD&D Ultra coverage. • <u>Benefit Exclusions:</u> Please refer to the Quote Assumptions section for a listing of the standard exclusions that apply to AD&D Ultra coverage. • <u>Conversion:</u> Conversion is not available standalone; however, if the employee elects to convert their Basic and/or Optional Life Insurance, they'll be given an opportunity to purchase an equal amount of AD&D coverage as a rider to the individual whole life policy if covered for AD&D Ultra when their life insurance ended.
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<p>Conversion</p>	<ul style="list-style-type: none"> • If the policy discontinues and is not replaced by other group life coverage or if the employer cancels the life coverage for the class of employees to which the employee currently belongs, the amount that can be converted will be limited to \$10,000. • AD&D Ultra cannot be converted; however, when converting the life coverage, an employee will be given an opportunity to purchase a separate AD&D rider to the life conversion policy. • The premium and claim experience for these policies are no longer associated with the Life plan. However, the Life plan's claim experience is charged \$195 for each \$1,000 of converted coverage.
<p>Life and AD&D Ultra – Value Added Services</p>	<ul style="list-style-type: none"> • <u>Everest Funeral Package, LLC</u>: Includes 24/7/365 funeral planning and concierge services from Everest Funeral Package, LLC. Everest is an independent consumer advocate whose sole purpose is to provide the information families need to make the most informed decisions around all aspects of the funeral planning process and then to put those wishes into action. • <u>Aetna Life Essentials™</u>: All Life and AD&D Ultra quotes include Aetna Life Essentials (ALE). ALE gives employees access to resources they need while everything is good in their life, at the end of their life and after they've passed away, to help employees and their loved ones. ALE provides members with access to: <ul style="list-style-type: none"> – <u>Financial Planning Services</u>: Actives, retirees and those who have ported their coverage can have prepared on their behalf a personalized financial plan to help them meet their financial goals. – <u>Emotional Support</u>: For employee or spouses suffering from an end of life condition, we provide unlimited telephonic grief counseling services to the member, their family and caregivers if eligible for the accelerated death benefit. We also provide access to our Compassionate Care Website that allows the person or their caregivers to obtain information on how to deal with end of life issues. – <u>Physical</u>: For members who are eligible for Premium Waiver extension, have received a non-death payment under our AD&D Ultra benefit or who are suffering from an end of life condition, we provide direct access to a Licensed Social Worker who will personally assist the member with the struggles of having to deal with their disability or terminal illness, while advocating for their care and well-being during a difficult period. We also provide members with access to vision, hearing, and fitness center discounts.

	<ul style="list-style-type: none"> – <u>Legal Estate Services</u>: If the employee or their spouse (or domestic partner, if included) is eligible for the Accelerated Death Benefit, we will provide them with access to in-office legal estate services. With the legal estate package an attorney will create or update their will, will execute durable or financial power of attorney forms, revocable living trust documents, tax planning, guardianship documents for minor children and/or provide legal representation for the sale of the member's primary place of residence. Also includes the Legal Reference Program as shown next.
Life, AD&D Ultra and Disability – Value Added Services	<ul style="list-style-type: none"> • <u>Legal Reference™ Program</u>: Through the Legal Reference Website, members have access to a free Basic Will program. Members can also create at no cost living wills, healthcare and durable financial power of attorney forms. Members also have access to information on identity theft prevention and a Victim Action Kit if a person's identity has been stolen. If the person is insured for supplemental life at the time they file for an accelerated death benefit, the person will also be eligible for free, in-office estate planning services consisting of document preparation, tax planning, uncontested guardianship arrangements and attorney representation for a real estate closing of the member's primary residence if the sale is due to the person's terminal illness. In-office attorney services may also be available to the executor of the person's estate in some instances.
Billing	<ul style="list-style-type: none"> • Summary Billing • 31 day grace
* Availability may be limited based on case size or other factors and some features may be at an additional cost.	

12.2. Information required to be included in proposal

The following information shall be included by the potential service provider in its submittal in order for it to be considered responsive:

A. Competency, experience and qualifications:

1. Overview of the firm including organizational structure (e.g., publicly held corporation, private non-profit, partnership, etc.) and a brief history. Identify how long the organization has been providing the services being requested.

Our parent company is Aetna Inc., a Pennsylvania corporation. Aetna Inc. is a publicly held company whose shares are widely traded on the New York Stock Exchange.

We have over 160 years of experience in providing quality, reliable services to businesses, individuals and the government. Founded in 1853 in Hartford, CT, we entered the group life insurance business in 1913 and group health insurance business in 1936. Our first group hospitalization contract was issued in 1937. We introduced our first major medical product in 1951, our first dental plan in 1957 and our first stand-alone vision product in 2009.

We have a rich history of serving customers through product and service innovation. We entered the group life arena in 1913 and began providing group disability coverage in 1919.

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2. Describe the firm's experience, expertise, and capabilities, especially with respect to similar clients, that makes it well qualified.
-

We have a long history of partnering with public clients over the course of our 160 year existence. We have underwritten insurance plans for multiple product lines on federal, state and municipal levels. As a result, we have a keen understanding of the unique needs of public entities as well as significant experience working with multi-layered clients possessing complex organizational structures.

This experience allows us to meet the needs of an employer with a mix of salaried and collective bargained employee classes and we understand how to design programs that will support an employee population with a diverse range of professions. We also have strong expertise in regulatory compliance.

To support this specific focus, we operate a separate Public and Labor Sector Organization as part of our corporate structure. This sector services the special needs of government entities and their employees, who have made the commitment to public service and their families. The individuals in our account teams, claims, underwriting and customer service units have been carefully selected for their experience and commitment to the public sector and receive ongoing training and support so they can best meet your needs.

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3. Identify key personnel that would be assigned to The City and identify each individual's education, certifications, experience, and qualifications that makes him/her well qualified.
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Julie Currin will continue as your Account Manager. She has 16 years of industry experience, with a Bachelor of Science degree to back it up. She has been with Aetna for nearly nine years, in addition to working with the City since 2012.

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4. Indicate the presence or absence of any conflict of interest between the firm and/or its key personnel and the City.
-

To the best of our knowledge, we do not have any conflicts of interest with the City.

5. Describe, and provide documentation to support the description of, the firm's financial wherewithal to perform the services requested.
-

Our company has a solid balance sheet, strong cash flows and liquidity.

The nation's major rating agencies give us high ratings for financial strength. We believe we have earned these ratings because of our:

- Strong capital position
- Diversified business mix
- Strong profitability
- Exceptional liquidity

For our most recent available financial report, please refer to *2014 Financial Report.pdf*, located in the Samples and Brochures section of our proposal response.

6. Indicate the ability of the firm to meet the City's insurance requirements (see below).
-

Please refer to our Legal Explanations document which has been included with our proposal for your review.

B. Unique strengths of the proposer/proposal:

1. Describe the exceptional, value-added features of your proposal.
-

Life

The City will continue to have access to our Aetna Life Essentials (ALE) program. As you know, in addition to death benefits, ALE gives access to resources members may need to help their loved ones during their life, at the end of their life and after they have passed away.

In addition to the financial protection life insurance can help provide, ALE includes valuable services you can use today for a healthy and fulfilling life. More importantly, these services are available to your members and their families at no additional cost to them.

Unmatched family support services

- *Voluntary care advocate program* – For employees who are facing a disabling condition or even a terminal condition, we give direct access to a Master's level, licensed social worker for both the employee and the caregiver. Our voluntary Care Advocate Program can help members address quality of life issues by assisting in the following areas:
 - Emotional support
 - Education – advanced directives, communicating with medical teams, discharge planning
 - Connection to resources – food, housing, transportation, handicap parking permit applications, support groups, home delivered meals, medical equipment, homemaker services

- *Everest funeral planning and concierge services*

The Everest Funeral Planning and Concierge Services are available for employees and their immediate family members (spouse/partner, and children up to age 26). For employees who elect supplemental life insurance coverage, Everest services are available to the employee's parents or step-parent, their in-laws and any step in-laws of the employee.

At-need services include family support and negotiation assistance as well as the following:

- 24 X 7 advisory assistance
- Pricefinder research reports
- Online planning tools
- At-need family support
- Data storage service

Additional caring support and resources

We will help by giving emotional and financial support during end of life for you, your family and caregivers.

- Resources in your time of need – If a member or covered spouse becomes terminally ill, and their life expectancy will likely not exceed 12 months, they are eligible to receive up to 75 percent of their life insurance benefit amount or a maximum of \$500,000 ahead of time.
- Legal support included with voluntary life coverage
- Access to end-of-life information

In addition to the financial resources life insurance can help give, you and your loved ones may find these valuable services helpful.

- Stay on track with financial counseling
- Help resolving legal questions
- Bereavement counseling
 - Everest is there to help the family with all aspects of the funeral planning process as decisions are being made in the hours and days that follow the member's passing.

In addition to the legal estate services offered through our Legal Reference program, accelerated death benefit claimants who are covered under your voluntary employee and dependent life offering, are also eligible for face-to-face legal estate services. The company that administers our Legal Reference program will make a direct outreach to the employee or spouse advising of eligibility for the following services at no cost to the person:

- Will preparation assistance
- Health care power of attorney
- Durable financial power of attorney
- Revocable living trust and tax planning
- Uncontested guardianship papers for minor dependent children
- Legal representation for the real estate sale of your primary residence

- Reimbursement for the actual expenses incurred, up to the amount shown in the [attached schedule](#), if you or your spouse had any of the following documents prepared or changed in the six months leading up to your application for the accelerated death benefit:
 - Will
 - Codicils
 - Living will
 - Powers of attorney

Employer-secure website

We can provide, through our Employer Secure Website (ESW), the following online capabilities:

- Review claim payment made and address sent to
- Dates claim approved
- Status of claim to ensure it is being processed
- Benefit paid through date
- Date benefit paid
- Copy of all insured plans certificates and termed contracts
- Medical underwriting status
- Premium waiver status available through reports

Integrated waiver of premium process

As your carrier for both Life and LTD, we send notification to the premium waiver unit. We do this only once an LTD claimant has met the predetermined qualifying period for premium waiver. We review the claim for permanent and total disability status independent of the LTD claim decision. This is because standards for premium waiver differ from those for LTD.

We transition the LTD claim information to the premium waiver unit so they have complete clinical notes. We issue additional correspondence, including approval or denial of premium waiver, from the Life Claim Service Center in Hartford, CT. The premium waiver analyst may request additional documentation. However, the entire process remains transparent to the claimant.

Disability

Mobile capabilities

Disability and Absence from Work benefits information is available using a smartphone. In addition to our robust mobile website, users of an iPhone or an Android device can also download a free mobile application. Members can report a new disability claim using Aetna's Mobile application:

- Members can report a claim (illness, injury or maternity) by answering a few simple questions.
- Members will be provided their claim number(s), along with Aetna's contact information and other state specific or customer specific information.

Members can also find disability information, and Aetna medical members can view medical claims and coverage, plus a provider “find” feature to locate doctors near your current location that are covered by your plan. Our app also fully integrates with Aetna Medical, Pharmacy and Dental Benefits.

Members are able to:

- Check claim status
- Payment inquiry (summary and detail including offsets, deductions, taxes, etc.)
- Submit maternity claims
- Report a return to work
- Use a mobile phone camera to capture and upload documents
- Electronically complete, sign and submit claim forms
- Manage direct deposit and prepaid debit card
- Contact customer service
- View and manage alerts and notifications
- Make a payment using a credit or debit card
- Enroll in direct deposit or request a prepaid debit card
- Read claims letters
- View a listing of claims
- View copies of pay stubs
- Access claim timeline
- Access benefit calendar
- Access frequently asked questions

We have made a demonstration of our upgraded mobile app available here:
[Introducing Aetna Mobile.](#)

2. Describe what sets your firm apart from your competition.
-

As we have noted above, we believe we can offer differentiators related to our social worker services for life insurance, as well as technology and timely clinical/vocational rehabilitation intervention with our disability services.

C. Thoroughness and quality of proposal:

1. Provide evidence that you understand the City's needs as described in the Request for Proposals.

We have made our best effort to provide an accurate, comprehensive proposal response based on our interpretation of the City's needs and requirements as noted in the RFP.

-
2. Provide evidence that you have responded thoroughly to the Request for Proposals, including the instructions.

As we have noted, we have made our best effort to provide an accurate, comprehensive proposal response based on our interpretation of the City's needs and requirements as noted in the RFP.

We believe our response correctly follows the specific instruction provided by the City.

D. Fee for proposed products and services:

1. Identify the amount of the proposed fee or schedule of fees, including details of itemized and any unit pricing and any expenses to be passed on to the City.

Please refer to the proposed rates attached in Proposal Documents.

12.3. Group Life/AD&D/Supplemental Life (total possible points: 100)

The City currently purchases group life, accidental death and dismemberment, and supplemental life coverage from Aetna.

a. Plan Design (point value: 15 points)

- The City is interested in keeping or enriching the current life/AD&D/supplemental life plan designs. The City may make plan design changes during the upcoming contract year.

Noted.

-
- Please provide sample contracts for review with your proposal.

Confirmed. Please refer to *Life Contractual Documents.zip*, located in the Samples and Brochures section of our proposal response.

-
- With respect to the supplemental life benefit, respondents must agree to grandfather current employees at current benefit levels and rates, unless the proposed benefits are an improvement over the current. The respondent chosen will also need to show the ability to administer ERISA-exempt plans and the regulations of the State because of these exemptions.

Confirmed.

b. Financial Stability (point value: 15 points)

This pertains to the insurance company whose name appears as the insurer on the policy:

- State the full name and address of your organization and include all branch offices that will be responsible for performing the services included in this proposal.

The full name of our organization is Aetna Life Insurance Company. Our headquarters are located at 151 Farmington Ave, Hartford, CT 06156. Our Life Service Center, located at our headquarters, will continue providing service for your life program.

-
- Submit a copy of your Tennessee license.

Please refer to *TN_Tennessee_license.pdf*, located in the Samples and Brochures section of our proposal response.

-
- Submit information about your financial performance rating from any or all of the following: Standard & Poor's, Moody's, Fitch, A.M. Best.

The financial strength ratings for ALIC are:

A.M. Best	A
Standard & Poor's (S&P)	AA-
Moody's	A1
Fitch	AA-

c. Online Capabilities (point value: 15 points)

The City would like as much online access as possible to the plan information for management purposes as well as, but not limited to, the ability to monitor claims, run reports and check eligibility. Consideration will be given to whether respondents allow employees to check personal information online. Any additional cost for this service should be quoted separately.

Confirmed. You will continue to enjoy the use of our ESW at no additional cost. As noted above, through the ESW, the City has the following online capabilities:

- Review claim payment made and address sent to
- Dates claim approved
- Status of claim to ensure it is being processed
- Benefit paid through date
- Date benefit paid
- Copy of all insured plans certificates and termed contracts
- Medical underwriting status
- Premium waiver status available through reports

We also have two tools specific to Group Insurance needs your employees can continue to use:

- An online evidence of insurability tool so employees and their dependents can enroll in Life and Disability Insurance coverage over their guarantee issue amount or if they are late entrants to the plan.
- A tool to allow members to complete additional or provide missing information in the medical underwriting process described above.

d. Customer Service (point value: 15 points)

The City is searching for a respondent with exceptional customer service that includes:

- Providing a toll-free number that is available at least eight hours per day to employees of the City who wish to speak with a knowledgeable customer service representative regarding specific details of the life, AD&D, and supplemental life insurance programs.

Confirmed. You will continue to have the use of your toll-free customer service number between the hours of 7 a.m. to 5 p.m., ET.

-
- Providing support services to assist employees in understanding and using their benefits.

You will have continued access to one of our most innovative forms of employee communication: our interactive decision-making tool, Aetna Benefits Advisor (ABA). ABA is a web-based educational decision making tool for employees. ABA has interactive modules that ask your employees questions about their life and disability needs based on their own demographic information such as income level and number of dependents. It then suggests the levels of coverage in which to enroll.

ABA is available at no cost to the City and is accessible by a customer-specific URL that can be distributed by e-mail or hosted on a website.

-
- Providing prompt, courteous and knowledgeable responses to customer service requests posed by employees.

We have zero tolerance for discourteous service. We continually meet and collaborate with our employees to create a high-performing culture that benefits our members and employees.

e. Administrative Requirements (point value: 15 points)

- Attend annual employee meetings and present life, AD&D, and supplemental life insurance plan information.

One of our representatives will continue to attend your annual health fairs. He or she will provide brochures detailing our value-added services to your employees.

-
- Provide each enrolled employee a hard copy benefit booklet outlining and defining all covered services, limitations and exclusions, and schedule of benefits. The City shall review and approve booklets prior to distribution.

We can continue to provide the City with hard copies of our benefit booklets that you can provide to your employees.

-
- Provide an administrative procedures manual to the City to be used to administer the program, including necessary forms and instructions.

As your current insurance carrier, we provided our administrative procedures manual during the initial implementation process. We have since provided any and all updates to the manual and related forms since then.

-
- Designate a point of contact responsible for resolving problems, answering claim questions and administrative or billing issues, and expediting services related to overall performance of the contract.

Julie will continue as your point of contact.

f. Rates (point value: 15 points)

Please state your rates per \$1,000 of benefit for group life/AD&D/supplemental life. If submitting a proposal for both life/AD&D/supplemental life and long-term disability and you offer a lower rate if awarded both lines, please state the rates assuming award of both lines and also assuming award of only one line. All rates should be quoted net of commissions. Rates are to be held constant for the entire duration of the initial term of award (three policy years, the first of which is to commence July 1, 2016 and the last of which is to expire at the end of June 30, 2019). Thereafter, rates are subject to negotiation. See also provision 12.5, "Term of award."

Please refer to the Life Proposal for rates and rate guarantee.

Rates reflect standalone pricing.

While the policy remains in force, and in the absence of any revisions in benefits, change in participation lives, volume changes of more than 10%, changes to the plan design, or other material change in the conditions under which your plan operates, we anticipate that these rates will remain in effect until the next policy anniversary.

g. References (point value: 10 points)

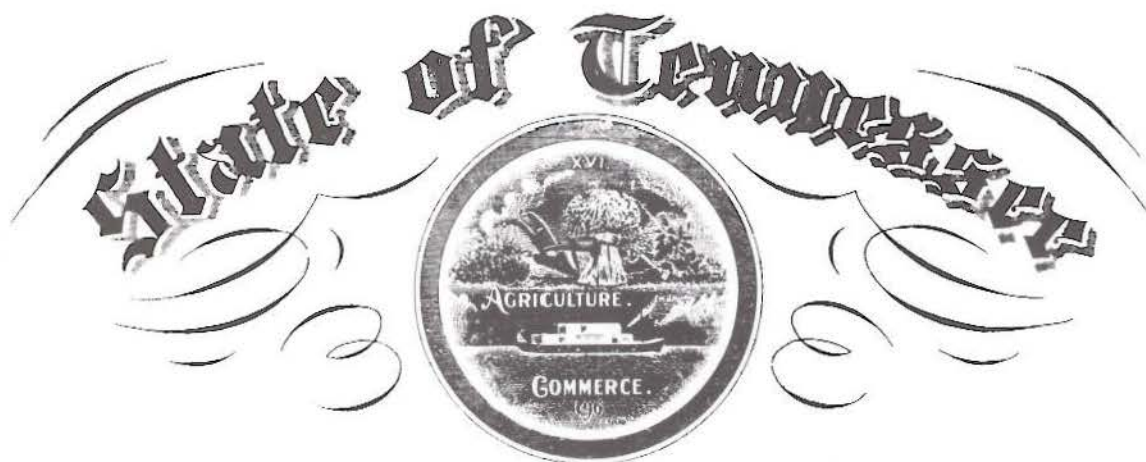
At least five references in total should be provided, and one of the five must be a former client. Include number of covered employees plus customer/client name, customer/client address, description of services provided, contact name and title, and contact telephone number and e-mail address. If the City of Franklin is a current or recent customer/client of the proposer for similar services, then add the City of Franklin to the list of references as an additional reference. Government or other public sector references will receive significant regard.

As a current customer, the City would be able to provide a detailed assessment of how we have supported and assisted your employees. If you would like to speak with additional customer references, we would be happy to provide them. However, as a courtesy to our existing customers, we request that you provide us with at least seven days advance notice and the name of the person initiating the call.

List of Attachments

This section contains samples and support materials referred throughout this proposal.
Following is a list of the items:

Item	Attachment
2014 Financial Report	A
Life Contractual Documents	B
TN_Tennessee_license	C
LTD Contractual Documents	D



THE DEPARTMENT OF COMMERCE AND INSURANCE
DIVISION OF INSURANCE

Whereas, the AETNA LIFE INSURANCE COMPANY
a corporation organized under the laws of the STATE OF
CONNECTICUT and located at HARTFORD, CONNECTICUT
having complied with such of the requirements of the Insurance
laws of Tennessee as are applicable to the said corporation in order
to enable it to transact business herein; now, therefore, I, the
undersigned, The Commissioner of Commerce and Insurance do
hereby license and authorize the said AETNA LIFE INSURANCE COMPANY
subject to all the requirements and conditions of the laws to trans-
act the business of LIFE; DISABILITY; CREDIT; VARIABLE CONTRACTS

Insurance
in the State of Tennessee, from JULY 1 1986
until suspended or revoked.

In witness whereof, I have hereunto
set my hand and caused the seal of my office
to be affixed, at City of Nashville, in the
State of Tennessee, this 1st day of JULY
A. D. 1986

William H. Inman
The Commissioner of Commerce and Insurance



CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2016-0112)

Attachment No. 2

LIFE PLAN DOCUMENTS

BENEFIT PLAN

**Prepared Exclusively for
City of Franklin, TN**

**Full-Time Employees - Life and
Accidental Death & Personal Loss**

**What Your Plan
Covers and How
Benefits are Paid**



H I S T O R I C
F R A N K L I N
T E N N E S S E E

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

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

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:	City of Franklin, TN
Group Policy Number:	GP-326451-GI
Effective Date:	July 1, 2012
Issue Date:	January 27, 2014
Booklet-Certificate Number:	2



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 the loss of life or an **accident** incurred before coverage starts under this plan.

This plan will also not pay any benefits for any losses that start after coverage ends.

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

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

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

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

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

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

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

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

Eligibility, Enrollment and Effective Date of Your Coverage

Who Can Be Covered

How and When to Enroll

When Your Coverage Begins

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

Who Is Eligible

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

Employees

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

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

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

You are in an eligible class if:

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

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

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

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

Determining When You Become Eligible

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

On the Effective Date of the Plan

If you are in an eligible class on the effective date of this plan, and you had previously satisfied the plan's probationary period, your coverage eligibility date is the effective date of this plan. If you are in an eligible class on the effective date of this plan, but you have not yet satisfied the plan's probationary period, your coverage eligibility date is the first day of the month coinciding with or next following the date you complete 90 days of continuous service with your employer. This is defined as the probationary period. If you had already satisfied the probationary period before you entered the eligible class, your coverage eligibility date is the date you enter the eligible class.

After the Effective Date of the Plan

If you are hired or enter an eligible class after the effective date of this plan, your coverage eligibility date is the first day of the month coinciding with or next following the date you complete 90 days of continuous service with your employer. This is defined as the probationary period. If you have already satisfied the probationary period before you entered the eligible class, your coverage eligibility date is the date you enter the eligible class.

How and When to Enroll (GR-9N 29-015 03 TN)

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.

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

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.

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

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

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

Your Effective Date of Coverage

Your coverage takes effect on:

- The date you are eligible for coverage

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

Your Life Insurance Plan

(GR-9N 03-005 01)

Naming Your Beneficiary

Benefit Payments

Changing Your Elections

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

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

How the Plan Works (GR-9N 03-005 01)

Naming Your Beneficiary

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

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

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

You may change your beneficiary choice at any time by completing a new beneficiary designation form. Send the completed form to your employer or to **Aetna**. The beneficiary change will be effective on the date you sign a new beneficiary designation form.

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

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

If Your Beneficiary Dies Before You

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

If you have not named a primary or contingent beneficiary, or if the person you have named dies before you, payment will be made as follows to those who survive you:

- Your spouse, if any.
- If there is no spouse, in equal shares to your children.

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

If Your Beneficiary Is a Minor

The method of payment will differ if your beneficiary is:

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

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

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

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

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

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

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

In the event you become disabled as the result of a disease or **injury**, you may be eligible for a permanent and total disability benefit if **Aetna** determines that you are permanently and totally disabled. 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 will be considered permanently and totally disabled under this plan if disease or **injury** prevents you from:

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

Qualifying for the Permanent and Total Disability Benefit *(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 12 months from the date you stop active work. If your written notice is not received within 12 months of the date you stop active work, you will not be eligible for this benefit extension.

You must furnish proof of your permanent and total disability upon request by Aetna. Aetna also has the right to have a physician examine you, at no cost to you. Aetna will use the information to help 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 work at any reasonable job;
- 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 12 months of your death. If **Aetna** does not receive the notice, **Aetna** will not be obligated to pay this benefit.

When **Aetna** approves a claim for any benefit under this feature, the benefit will be in full settlement and satisfaction of **Aetna's** obligations. After you cease active work with your employer due to disease or **injury**, you must ensure that **Aetna** and your employer have current beneficiary information on file. If current beneficiary information is not sent to **Aetna** in writing, and, your employer has discontinued the Plan with **Aetna**, **Aetna** will have the right to rely on the most recent beneficiary information that **Aetna** has on file at the time of claim and will be fully discharged of its duties as to any payment made.

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

Accelerated Death Benefit (GR-9N 03-075 02)

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

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

Important Reminder

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

The Amount of Accelerated Death Benefit

You can request up to the Accelerated Death Benefit percentage of the life insurance that is currently in effect for you. The amount you request cannot be:

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

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

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

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

- A statement of the amount requested; and
- A **physician's** statement verifying that you are suffering from a non-correctable **terminal illness**, or, are suffering from one of the listed medical conditions that is expected to result in a drastically limited life span. The statement must also provide the following information:
 - All medical test results;
 - Laboratory reports; and
 - All supporting documentation and information on which the **physician's** statement is based.

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

Aetna May Refuse Your Accelerated Death Benefit Request:

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

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

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

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

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

Important Reminder

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

Effect of an Accelerated Death Benefit Payment on:

Your Life Insurance Benefit

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

Life Conversion

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

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

Extended Benefits Under the Permanent and Total Disability Feature

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

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

Reductions in ADB Benefits Due to Age or Retirement

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

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

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

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

To the extent allowed by law:

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

Tax Consequences

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

Important Reminder

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

Your Accidental Death and Personal Loss Coverage

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

Covered Losses

Accident Benefits Payable

Additional Benefits

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

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

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

Covered Losses

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

Loss means:

- Loss of life.
- Loss of a hand by actual and permanent severance at or above the wrist joint.
- Loss of a foot by actual and permanent severance at or above the ankle joint.
- Complete and irrecoverable loss of sight in the eye.
- Total and permanent loss of speech or hearing in both ears.
- Loss of the thumb and index finger of the same hand by actual and permanent severance at or above the metacarpophalangeal joint of both fingers.

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

Loss Due to Paralysis

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

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

The following forms of paralysis are covered by the plan:

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

A limb means the entire arm or leg.

Exposure

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

Disappearance

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

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

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

Covered Loss	Percentage of the Principal Sum Paid By the Plan
Loss of Life -including exposure and presumed disappearance.	100%
Loss of both feet, both hands, or the sight in both eyes	100%
Loss of both speech and hearing in both ears	100%
Loss of one hand, one foot or the sight in one eye	50%
Loss of speech or hearing in both ears	50%
Loss of thumb and index finger of the same hand	25%

Paralysis

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

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

Payment of Benefits

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

Maximum Benefit

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

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

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

- The bodily **injury** is caused by a covered **accident**; and
- You become comatose within 30 days after the **accident**; and
- The **coma** is the direct result of your **accident**; and
- You remain continually **comatose** for at least 30 days in a row.

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

When Monthly Coma Benefits Start

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

Monthly Coma Benefit

The plan will pay a monthly benefit equal to:

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

Important Note

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

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

If the monthly payments are less than \$20 each, the payments will be paid in one lump sum on the first day of the month following the date you, have been continually **comatose** for 12 months.

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

When Coma Benefits End

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

- You are no longer in a **coma** because you, have died or, recovered, or your, condition has changed, as certified by a **physician**;
- **Aetna** requests an exam, and it is not performed, or the results are not given to **Aetna**;
- **Aetna** is not given proof that the **coma** continues; or
- The plan pays your principal sum in full.

Additional Information

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

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

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

The plan will pay a third degree burn benefit if:

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

Third Degree Burn Benefit Payable

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

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

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

Important Note

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

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

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

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

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

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

You die while you are covered by the plan.

Important Note

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

- You are not able to work at your own job;
- You are not able to work at any gainful occupation for which you are fitted by education, training and experience; and
- You are under age 60 at the time of the **accident**.

Aetna must be notified of your death within 12 months of the date of your death. The payment will be issued to your beneficiary. The amount of the payment will be reduced by any other ADPL payment the plan makes for the same **accident**.

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

This section describes additional losses that may be covered by the ADPL plan if the losses are solely and as a direct result of an **accident**. You must be covered by the plan at the time of the accident that causes the loss and the loss must occur within 365 days of the **accident**.

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

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

- You are the driver of, or a passenger in, a **motor vehicle**; and
- The **motor vehicle** is involved in an **accident**; and
- You die as a direct result of the **motor vehicle accident**; and
- Death occurs within 365 days of the **accident**; and
- You were properly using a **passenger restraint** at the time of the **accident**; and
- The driver of the car had a valid **motor vehicle** license at the time of the **accident**.

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

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

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

Benefit Payable

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

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

Aetna must receive verification that:

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

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

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

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

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

The plan will pay an education benefit if:

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

Education Benefit for Your Dependent Children

Eligible Dependent Children

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

- The child is your unmarried:
 - Biological child;
 - Adopted child;
 - Stepchild; or
 - Any other child you support that lives with you in a parent-child relationship;
- The child:
 - Is attending school (school means kindergarten through the 12th grade of high school), or
 - Is past the 12th grade, but under the age of 23; and
 - Is attending college or trade school on a full time basis at the time of your death; or
 - Enrolls in college or trade school on a full-time basis within 365 days after the claim has been approved.

Educational Benefit Payable

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

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

The first payment will be made when:

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

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

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

When Education Benefits End for a Dependent Child

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

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

Education Benefit for Your Surviving Spouse

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

The education benefit will be paid to your surviving spouse, regardless of who is named as beneficiary for your life insurance.

Education Benefit Payable

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

The first payment will be made when:

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

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

When Education Benefits End For Your Spouse

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

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

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

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

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

Eligible Dependents

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

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

Child Care Benefit Payable

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

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

Important Note

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

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

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

Aetna will issue payment to:

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

When Child Care Benefits End for a Dependent Child

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

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

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

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

The repatriation of remains benefit is payable if:

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

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

Exclusions That Apply to Accidental Death and Personal Loss

(GR-9N 28-005 02-TN)

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

- Air or space travel. This does not apply if a person is a passenger, with no duties at all, on an aircraft being used only to carry passengers (with or without cargo.)
- Bodily or mental infirmity.
- Commission of or attempting to commit a criminal act.
- Illness, ptomaine or bacterial infection.*
- Intentional inhalation of poisonous gases.
- Intended or accidental contact with nuclear or atomic energy by explosion and/or release.
- Ligature strangulation resulting from auto-erotic asphyxiation.
- Intentionally self-inflicted **injury**.
- Medical or surgical treatment.*
- 3rd degree burns resulting from sunburn.
- Use of alcohol.
- Use of drugs, except as prescribed by a **physician**.
- Use of intoxicants.
- Use of alcohol or intoxicants or drugs while operating any form of a **motor vehicle** whether or not registered for land, air or water use. A **motor vehicle accident** will be deemed to be caused by the use of alcohol, intoxicants or drugs if it is determined that at the time of the **accident** you or your covered dependent were:
 - Operating the **motor vehicle** while under the influence of alcohol is a level which meets or exceeds the level at which intoxication would be presumed under the laws of the state where the **accident** occurred. If the **accident** occurs outside of the United States, intoxication will be presumed if the person's blood alcohol level meets or exceeds .08 grams per deciliter; or
 - Operating the **motor vehicle** while under the influence of an intoxicant or illegal drug; or
 - Operating the **motor vehicle** while under the influence of a prescription drug in excess of the amount prescribed by the **physician**; or
 - Operating the **motor vehicle** while under the influence of an over the counter medication taken in an amount above the dosage instructions.
- Suicide or attempted suicide (while sane or insane).
- War or any act of war (declared or not declared).

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

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

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

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

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

Changes in Benefit Level

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

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

Important Reminder

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

Changing Your Elections

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

- You did not enroll for supplemental life insurance when you first became eligible, and now want to enroll; or
- You would like to increase the amount of your supplemental life insurance, except as described in the Evidence Requirements section of your *Schedule of Benefits*.

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

Important Reminder

Aetna may require you to undergo a health exam at your own expense to verify your good health.

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

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

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

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

When Life and Accidental Death and Personal Loss Insurance Coverage Amounts are Reduced

Age Reduction Rules

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

If You Are Age:	Your Insurance Amounts Will Be:
70	65% of your life and accidental death and personal loss coverage amount
75	50% of your life and accidental death and personal loss coverage amount
80 and over	30% of your life and accidental death and personal loss coverage amount

Reductions are based on the amount of life insurance and accidental death and personal loss principal sum coverage amounts in force.

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

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

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

When You Retire

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

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

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 TN)

Your coverage under the plan will end if:

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

- Your employment stops for any reason, including job elimination or being placed on severance. This will be either the date you stop active work, or the day before the first premium due date that occurs after you stop active work. However, if premium payments are made on your behalf, Aetna may deem your employment to continue, for purposes of remaining eligible for coverage under this Plan, as described below:
 - If you are not **actively at work** due to **illness or injury**, your coverage may continue until stopped by your employer, but not beyond 12 months from the start of the absence.
 - If you are not **actively at work** due to temporary lay-off, 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 not **actively at work** due to leave of absence, your coverage may continue until stopped by your employer, but not beyond 3 months after FMLA is exhausted.
 - If you are eligible as a permanently and totally disabled employee, your coverage may be deemed to continue for Life Insurance while you remain eligible.

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-TN)

Legal Action (GR-9N-32-005-03-TN)

The following information does not apply to Life Insurance.

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

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

Confidentiality

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

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-TN)

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

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

Claims of Creditors

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

Misstatements (GR-9N-32-005-02-TN) (GR-9N-32-005-03-TN)

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-TN)

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

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

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

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

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

Reporting of Accidental Death & Personal Loss Claims

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

Reporting of Life Insurance Claims

In addition to the above, a claim must be submitted to **Aetna** in writing.

If, through no fault of your own, you are not able to meet the deadline for filing claim, your claim will still be accepted if you file as soon as possible. Unless you are legally incapacitated, late claims for Accidental Death and Personal Loss Coverages will not be covered if they are filed more than 2 years after the deadline.

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

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

Any death benefit payable under the Life Insurance Plan and Accidental Death and Personal Loss Coverage for the loss of life will be paid in accordance with the beneficiary designation. The total proceeds of any benefit will be paid by delivery of a checkbook. One check may be written by the checkbook holder to access the entire proceeds, or multiple checks may be written until the entire checkbook balance is withdrawn or the checkbook balance drops below Aetna's minimum balance requirements. **Aetna** will credit interest compounded daily on the checkbook balance not withdrawn at a guaranteed minimum rate equal to the current Bank Rate Monitor Index® which tracks money market interest rates paid on bank deposits, or an equivalent measure if this index is not available, plus 0.25%.

Payments, however, made outside the United States, to an assignee, to a representative of a beneficiary, to a non-natural person, on behalf of a minor, for accelerated death benefits, or in an amount less than \$5,000 will be paid by check and not by delivery of a checkbook.

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

Any unpaid balance will be paid within 30 days of receipt by **Aetna** of the due written proof. This paragraph does not apply to Life Insurance.

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. This paragraph does not apply to Life Insurance.

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

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.

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

If your coverage under any part of this plan replaces any prior coverage for you, the rules below apply to that part.

"Prior coverage" is any plan of group coverage that has been replaced by coverage under part or all of this plan; it must have been sponsored by your employer (e.g., transferred business). The replacement can be complete or in part for the eligible class to which you belong. Any such plan is prior coverage if provided by another group contract or any benefit section of this plan.

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

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

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

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

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

This provision shall terminate if:

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

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

Glossary

(GR-9N-34-005-01 TN)

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

A (GR-9N-34-010-01) (GR-9N-34-005-01 TN)

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

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

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

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

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

Aetna

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

Airbag

An **airbag** is:

- An unaltered **airbag** installed by the manufacturer of the **motor vehicle**; or
- An **airbag**:
 - Provided by the manufacturer of the **motor vehicle**; and
 - Installed by an authorized **motor vehicle** dealer.

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

Coma or Comatose

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

H (GR-9N 34-040 02)

Hospital

An institution that:

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

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

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

Hospitalization

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

I (GR-9N 34-045 02) (GR-9N 34-045 01)

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 (GR-9N 34-045 02)

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

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

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

L (GR-9N 34-055 01)

Legally Licensed Child Care Center

A facility that provides child care. This facility is:

- licensed;
- certified, or
- accredited

by the jurisdiction where it is located; and

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

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

Motor Vehicle

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

- A passenger land or water vehicle of pleasure design which includes autos, vans, trucks, three or four-wheel all terrain vehicles (ATV), motorcycles, motor scooters, four wheel drive vehicles, snowmobiles, and self-propelled motor homes; or
- A vehicle of commercial use or design which includes, but is not limited to a cab, limousine, tractor trailer or box truck, a bus or lawn tractor; or

- Any form of motorized equipment designed for use in construction or demolition which includes, but is not limited to a bulldozer, crane, front-loader, backhoe, steam roller or paver; or
- A vehicle designed for water use which includes, but is not limited to a boat, ship, jet-ski or personal water craft of any design, including sail-boats or other wind powered water craft; or
- A vehicle designed for air use which includes, but is not limited to a plane (including a glider), jet, an ultra-light aircraft or helicopter; or
- A vehicle used for any form of racing or any other type of competitive event; or
- A vehicle designed for use in farming.

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

- Any **motor vehicle** which has been altered and no longer meets the licensing and registration requirements of the State where the accident occurred;
- A motorcycle, motor scooter moped or any other form of self-propelled two wheel vehicle;
- A snowmobile;
- A boat, jet-ski or personal water craft;
- A plane, helicopter or ultra-light aircraft;
- An "ATV" all terrain vehicle;
- A military vehicle;
- A vehicle used for farming;
- A subway or train;
- A vehicle used for any form of racing or any other type of competitive event.

P (GR-9N-34-080-05 TN)

Passenger Restraint

This is a restraint that is:

- An unaltered seat belt or lap and shoulder restraint installed by the manufacturer of the **motor vehicle**; or
- A seat belt or lap and shoulder restraint:
 - Provided by the manufacturer of the **motor vehicle**; and
 - Installed by an authorized **motor vehicle** dealer; and
- Any child restraint device that is properly secured in the **motor vehicle** and meets the definition of the law of the state in which the **motor vehicle** is licensed and registered.

Physician

A duly licensed member of a medical profession who:

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

This also includes a health professional who:

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

- Specializes in psychiatry, if your **illness** or **injury** is caused, to any extent, by alcohol abuse, substance abuse or a mental disorder; and
- A physician is not you or related to you.

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

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)

Terminal Illness

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

Third Degree Burns

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

Confidentiality Notice

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

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

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

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

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.

BENEFIT PLAN

Prepared Exclusively for
City of Franklin, TN

The Board of Mayor and Aldermen -
Life

What Your Plan
Covers and How
Benefits are Paid



HISTORIC
FRANKLIN
TENNESSEE

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

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

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:	City of Franklin, TN
Group Policy Number:	GP-326451-GI
Effective Date:	July 1, 2012
Issue Date:	September 17, 2012
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 the loss of life or an **accident** incurred before coverage starts under this plan.

This plan will also not pay any benefits for any losses that start after coverage ends.

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

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

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 TN)

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 TN)

You are in an eligible class if:

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

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

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

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

Determining When You Become Eligible

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

On the Effective Date of the Plan

If you are in an eligible class on the effective date of this plan, and you had previously satisfied the plan's probationary period, your coverage eligibility date is the effective date of this plan. If you are in an eligible class on the effective date of this plan, but you have not yet satisfied the plan's probationary period, your coverage eligibility date is the first day of the month coinciding with or next following the date you complete 90 days of continuous service with your employer. This is defined as the probationary period. If you had already satisfied the probationary period before you entered the eligible class, your coverage eligibility date is the date you enter the eligible class.

After the Effective Date of the Plan

If you are hired or enter an eligible class after the effective date of this plan, your coverage eligibility date is the first day of the month coinciding with or next following the date you complete 90 days of continuous service with your employer. This is defined as the probationary period. If you have already satisfied the probationary period before you entered the eligible class, your coverage eligibility date is the date you enter the eligible class.

How and When to Enroll (GR-9N 29-015 03 TN)

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 TN)

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

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

If Your Beneficiary Is a Minor

The method of payment will differ if your beneficiary is:

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

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

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

Aetna will be fully discharged of its duties 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 **Aetna** determines that you are permanently and totally disabled. 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 will be considered permanently and totally disabled under this plan if disease or **injury** prevents you from:

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

Qualifying for the Permanent and Total Disability Benefit (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 9 consecutive months without interruption.

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

You must give **Aetna** a written notice of claim for this extended benefit. **Aetna** must receive your notice within 12 months from the date you stop active work. If your written notice is not received within 12 months of the date you stop active work, you will not be eligible for this benefit extension.

You must furnish proof of your permanent and total disability upon request by Aetna. Aetna also has the right to have a physician examine you, at no cost to you. Aetna will use the information to help 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 work at any reasonable job;
- 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 9 consecutive months without interruption; or
 - **Aetna** had not yet received or approved your claim for the permanent and total disability benefit.

Your beneficiary must give **Aetna** written notice of your death within 12 months of your death. If **Aetna** does not receive the notice, **Aetna** will not be obligated to pay this benefit.

When **Aetna** approves a claim for any benefit under this feature, the benefit will be in full settlement and satisfaction of **Aetna**'s obligations. After you cease active work with your employer due to disease or **injury**, you must ensure that **Aetna** and your employer have current beneficiary information on file. If current beneficiary information is not sent to **Aetna** in writing, and, your employer has discontinued the Plan with **Aetna**, **Aetna** will have the right to rely on the most recent beneficiary information that **Aetna** has on file at the time of claim and will be fully discharged of its duties as to any payment made.

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

Accelerated Death Benefit (GR-9N 03-075 02)

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

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

Important Reminder

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

The Amount of Accelerated Death Benefit

You can request up to the Accelerated Death Benefit percentage of the life insurance that is currently in effect for you. The amount you request cannot be:

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

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

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

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

- A statement of the amount requested; and
- A **physician's** statement verifying that you are suffering from a non-correctable **terminal illness**, or, are suffering from one of the listed medical conditions that is expected to result in a drastically limited life span. The statement must also provide the following information:
 - All medical test results;
 - Laboratory reports; and
 - All supporting documentation and information on which the **physician's** statement is based.

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

Aetna May Refuse Your Accelerated Death Benefit Request:

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

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

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

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

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

Important Reminder

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

Effect of an Accelerated Death Benefit Payment on:

Your Life Insurance Benefit

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

Life Conversion

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

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

Extended Benefits Under the Permanent and Total Disability Feature

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

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

Reductions in ADB Benefits Due to Age or Retirement

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

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

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

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

To the extent allowed by law:

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

Tax Consequences

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

Important Reminder

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

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.

Changing Your Elections

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

- You did not enroll for supplemental life insurance when you first became eligible, and now want to enroll; or
- You would like to increase the amount of your supplemental life insurance, except as described in the Evidence Requirements section of your *Schedule of Benefits*.

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

Important Reminder

Aetna may require you to undergo a health exam at your own expense to verify your good health.

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

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

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

These rules do not apply to reductions in your coverage due to age or retirement. For more information, please refer to *When Life 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 70, then continue to reduce according to the schedule below.

If You Are Age:	Your Insurance Amounts Will Be:
70	65% of your life amount
75	50% of your life amount
80 and over	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 70.

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

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

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

When You Retire (GR-9N 03-020 01)

Life Insurance coverage ends when you retire.

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

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 TN)

Your coverage under the plan will end if:

- The plan is discontinued;
- You voluntarily stop your coverage;
- The group policy ends;
- You are no longer eligible for coverage;
- You do not make any required contributions;
- You become covered under another plan offered by your employer; or
- Your employment stops for any reason, including job elimination or being placed on severance. This will be either the date you stop active work, or the day before the first premium due date that occurs after you stop active work. However, if premium payments are made on your behalf, Aetna may deem your employment to continue, for purposes of remaining eligible for coverage under this Plan, as described below:
 - If you are not **actively at work** due to **illness or injury**, your coverage may continue until stopped by your employer, but not beyond 12 months from the start of the absence.
 - If you are not **actively at work** due to temporary lay-off, 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 not **actively at work** due to leave of absence, your coverage may continue until stopped by your employer, but not beyond 3 months after FMLA is exhausted.
 - If you are eligible as a permanently and totally disabled employee, your coverage may be deemed to continue for Life Insurance while you remain eligible.

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-TN)

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-32-005-02-TN)

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 (GR-9N-32-005-02-TN)

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-TN)

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

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

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

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

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

Reporting of Life Insurance Claims

In addition to the above, a claim must be submitted to **Aetna** in writing.

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

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

Any death benefit payable under the Life Insurance Plan for the loss of life will be paid in accordance with the beneficiary designation. The total proceeds of any benefit will be paid by delivery of a checkbook. One check may be written by the checkbook holder to access the entire proceeds, or multiple checks may be written until the entire checkbook balance is withdrawn or the checkbook balance drops below Aetna's minimum balance requirements. **Aetna** will credit interest compounded daily on the checkbook balance not withdrawn at a guaranteed minimum rate equal to the current Bank Rate Monitor Index® which tracks money market interest rates paid on bank deposits, or an equivalent measure if this index is not available, plus 0.25%.

Payments, however, made outside the United States, to an assignee, to a representative of a beneficiary, to a non-natural person, on behalf of a minor, for accelerated death benefits, or in an amount less than \$5,000 will be paid by check and not by delivery of a checkbook.

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-32-005-01)

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.

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.

Glossary

(GR-9N-34-005-01 TN)

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

A (GR-9N-34-010-01) (GR-9N-34-005-01 TN)

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 a 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. 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 TN)

Physician

A duly licensed member of a medical profession who:

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

This also includes a health professional who:

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

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

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.

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.

Schedule of Benefits

(GR-9N-S-01-001-01)

Employer: City of Franklin, TN

Group Policy Number: GP-326451-GI

Issue Date: September 17, 2012

Effective Date: July 1, 2012

Schedule: 2

Cert Base: 2A

For: Full-Time Employees - Life and Accidental Death & Personal Loss

Schedule of Life Insurance Benefits

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

Employees

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

Basic Schedule

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

All Employees

Amount

100% of your basic annual earnings, as determined by your employer, rounded to the next higher \$1,000, if not an integral multiple of \$1,000.

Maximum: \$175,000.

Employees

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

Supplemental Schedule

Classification

All Employees

Amount

\$50,000

Note: Your overall combined maximum for Basic and Supplemental Life Insurance is \$225,000.

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

Employees

ADB months	24 months
ADB percentage	up to 75%
ADB minimum	\$5,000
ADB maximum	up to \$500,000

Accidental Death and Personal Loss Coverage

(GR-29N 03-01 01)

Schedule of Accidental Death and Personal Loss Benefits

Employees

Schedule

Classification

All Employees

Principal Sum

100% of your basic annual earnings, as determined by your employer, rounded to the next higher \$1,000, if not an integral multiple of \$1,000.

Maximum: \$175,000

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

Additional Accidental Death and Personal Loss Benefit Maximums

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

Employees

Passenger Restraint Benefit Maximum
for you

\$10,000

Airbag Benefit Maximum

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

Education Benefit Maximum
for each dependent child

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

for your spouse

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

Child Care Benefit Maximum
for each child

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

Repatriation of Remains Benefit Maximum

Your actual expenses up to \$5,000

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.

Schedule of Benefits

(GR-9N-S-01-001-01)

Employer: City of Franklin, TN

Group Policy Number: GP-326451-GI

Issue Date: September 17, 2012

Effective Date: July 1, 2012

Schedule: 3A

Cert Base: 3

For: The Board of Mayor and Aldermen - Life

Schedule of Life Insurance Benefits

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

Employees

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

Supplemental Schedule

Classification

The Board of Mayor and Aldermen

Amount

\$10,000

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

Employees

ADB months	24 months
ADB percentage	up to 75%
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.

YOUR GROUP POLICY

This is your Group Policy. We feel certain that you will be pleased with this new format.

Your Group Policy consists of:

- a policy “shell” containing general provisions relating to policyholder/insurance company matters, and

- a certificate (including the Schedule of Benefits) containing the complete plan of benefits.

As changes in the plan occur, new or replacement pages will be issued and, when necessary a new or replacement certificate, Schedule of Benefits (SOB) or amendment which will be attached to a cover rider to the policy.

Aetna Life Insurance Company



Notice Concerning Coverage Limitations And Exclusions Under The Tennessee Life And Health Insurance Guaranty Association Act

Residents of Tennessee who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Tennessee Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The state law that provides for this safety-net coverage is called the Tennessee Life and Health Insurance Guaranty Association Act. The following is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association.

Coverage

Generally, individuals will be protected by the life and health guaranty association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by an insurer authorized to conduct business in Tennessee. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

Exclusions from Coverage

However, persons holding such policies are not protected by this association if:

- (1) they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- (2) the insurer was not authorized to do business in this state;
- (3) their policy was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The association also does not provide coverage for:

- (1) any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- (2) any policy of reinsurance (unless an assumption certificate was issued);
- (3) interest rate yields that exceed an average rate;
- (4) dividends;
- (5) credits given in connection with the administration of a policy by a group contractholder;
- (6) employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- (7) unallocated annuity contracts (which give rights to group contractholders, not individuals), unless qualified under Section 403(b) of the Internal Revenue Code, except that, even if qualified under Section 403(b), unallocated annuities issued to employee benefit plans protected by the federal Pension Benefit Guaranty Corporation are not covered.

Limits on Amount of Coverage

The act also limits the amount the association is obligated to pay out: The association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the association will pay a maximum of \$ 300,000 no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. Within this overall \$ 300,000 limit, the association will not pay more than \$ 100,000 in cash surrender values, \$ 100,000 in health insurance benefits, \$ 100,000 in present value of annuities, or \$ 300,000 in life insurance death benefits -- again, regardless of the number of policies and contracts there were with the same company, and no matter how many different types of coverages.

The Tennessee Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Tennessee. You should not rely on coverage by the Tennessee Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

**Tennessee Life And Health Insurance
Guaranty Association**

**1200 First Union Tower 150 4th Avenue
North Nashville, Tennessee 37219-2433**

**Tennessee Department Of Commerce And Insurance
500 James Robertson Parkway
Nashville, Tennessee 37243**



(GR-29N-01-01-01)

Group Life and Accident and Health Insurance Policy

This Policy is entered into by and between

Aetna Life Insurance Company
(Aetna, We, Us, or Our)

and

City of Franklin, TN
(the Policyholder)

Policy Number:	GP-326451-GI
Date of Issue:	September 17, 2012
Effective Date:	July 1, 2012

This Policy shall be effective on the Effective Date and shall continue in force until terminated as provided herein.

In consideration of the mutual promises hereunder and the payment of Premiums and fees when due, We will pay benefits in accordance with the terms, conditions, limitations and exclusions set forth in this Policy. Benefits will be paid in accordance with the reasonable exercise of Our business judgment, consistent with applicable law. The duties and the rights of all persons will be based solely on the terms of this Policy.

Upon receipt of the Policyholder's signed Group Application, and upon receipt of the required initial Premium, this Policy shall be considered to be agreed to by the Policyholder and Us, and is fully enforceable in all respects against the Policyholder and Us.

Term of Policy: The Initial Term shall be:
The 12 consecutive month period beginning on the Effective Date.

Thereafter, Subsequent Terms shall be:
The 12 consecutive month period beginning on July 1 of each year.

Premium Due Dates: The Effective Date and the first day of each succeeding calendar month.

This Policy is non-participating.

This Policy is governed by applicable federal law and the laws of Tennessee.

Signed at **Aetna's** Home Office 151 Farmington Avenue Hartford, Connecticut 06156 on the date of issue.

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

Mark T. Bertolini
Chairman, Chief Executive Officer and President

Aetna Life Insurance Company
(A Stock Company)

Aetna Life Insurance Company

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Cover Page – Group Life and Accident and Health Insurance Policy

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Special Notice

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Special Notice (GR-29N-02-01-05)

Important Information Regarding Your Insurance

Insurance Contact Notice

In the event you need to contact someone about this insurance for any reason please contact your sales agent or broker. If no sales agent or broker was involved in the sale of this insurance, or if you have additional questions you may contact Us at the following address and telephone number:

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, CT 06156
1-800-872-3862

Written correspondence is preferred so that a record of your inquiry is maintained. When contacting your sales agent, broker or Us, have your policy number available.

Fraud Notice

Any person who knowingly and with intent to injure; defraud; or deceive; any insurer files a statement of claim or an application containing any:

- false;
- incomplete;
- or misleading information is guilty of a felony of the third degree.

Definitions (GR-29N-03-01-01 TN)

Defined terms as used throughout this Policy appear in bolded print. Some of the terms are defined in this section while others are defined in the *Glossary* section of the Booklet-Certificate.

Associated Companies. This term means any company which is a subsidiary to or affiliated with the Policyholder for the purpose of providing benefits under This Policy.

Employee. This term is defined in the *Eligibility, Enrollment and Effective Date of Your Coverage* Section of the Certificate.

If the Policyholder is a partnership or proprietorship, each of its natural-person partners, or the proprietor, will be deemed to be an employee.

If an eligible person is covered under any other group health plan issued to the Policyholder by Us, or any other health benefit plan established and maintained by the Policyholder, they will not be considered eligible for health coverage under this Policy.

An employee is eligible only for the coverages shown in the Certificate which applies to his or her class.

Policy Contents

This Policy consists of all provisions set forth in this document as well as the provisions found in the Certificate, including the *Schedule of Benefits*, issued to covered employees under the group plan. Any amendment changing the provisions of the Certificate is also made part of this Policy as of the effective date of the amendment.

Certificate means each certificate included in the Policy as follows:

Identification	Issue Date	Effective Date	Eligible Group and/or Type of Coverage
Cert-Base: 1	September 17, 2012	July 1, 2012	Long Term Disability
SOB: 1A	September 17, 2012	July 1, 2012	Long Term Disability
Cert-Base: 2	September 17, 2012	July 1, 2012	Full-Time Employees - Life and Accidental Death & Personal Loss
SOB: 2A	September 17, 2012	July 1, 2012	Full-Time Employees - Life and Accidental Death & Personal Loss
Cert-Base: 3	September 17, 2012	July 1, 2012	The Board of Mayor and Aldermen - Life
SOB: 3A	September 17, 2012	July 1, 2012	The Board of Mayor and Aldermen - Life
Rider: 1	September 17, 2012	July 1, 2012	TN Disability Complaint & Appeals
Rider: 2	September 17, 2012	July 1, 2012	TN Life and AD&PL Complaint & Appeals
Rider: 3	September 17, 2012	July 1, 2012	KY Extra-Territorial Rider

Premiums and Fees (GR-29N-05-01-03 TN)

Premiums Rates. The premium charges will be determined in accordance with the Premium Rates in effect on the Premium Due Date. The initial monthly Premium Rates are set forth in the Schedule of Premiums and Fees.

However, any other method may be used which: (a) yields about the same total amount; and (b) is agreeable to both the Policyholder and Us.

If the Policyholder so agrees, We may determine the Premium Rates:

- On the basis of an examination of the experience of the risk assumed; and
- On reasonable assumptions as to interest, mortality and expense.

The rate is subject to change as provided in this Policy. The Premium Rate is for a period of one month.

Premiums Due – Experience Rating. The Premium due under this policy on any Premium Due Date will be the sum of the premium charges for the coverages provided under this Policy. Covered employees and dependents as of each Premium Due Date will be determined by Us in accordance with Our records. A check does not constitute payment until it is honored by a bank. We may return a check issued against insufficient funds without making a second deposit attempt. We may accept a partial payment of Premium without waiving our right to collect the entire amount due.

If premiums are payable monthly, any insurance becoming effective will be charged for from the first day of the policy month on or right after the date the insurance takes effect. Premium charges for insurance which terminates will cease as of the first day of the policy month on or right after the date the insurance terminates. If premiums are payable less often than monthly, premium charges or credits for a fraction of a premium-paying period will be made on a pro rata basis for the number of policy months between the date premium charges start or cease and the end of the premium-paying period. If this policy is changed to provide more coverage to take effect on a date other than the first day of a premium-paying period, a pro rata premium for the coverage will be due and payable on that date. It will cover the period then starting and ending right before the start of the next premium-paying period.

We may change premiums due to experience or a change in factors bearing on the risk assumed. Each change shall be made by written notice to the Policyholder by Us:

- At any time; or
- Pursuant to *Changes in Premium* section.

Except as otherwise provided in the *Changes in Premium* provision, no experience reduction or increase in Premium Rates shall become effective less than 12 months after the effective date of this Policy.

At the end of a policy year, We may declare an experience credit. We do not have a duty to declare any experience credit. If We declare an experience credit, We will return the amount of that credit to the Policyholder. We may return such credited funds by check, by application against future premium in the current or succeeding policy period, or in any other manner as agreed to by the Policyholder and Us. We may require the Policyholder to share the credit with employees as a condition of Our returning the credited funds to the Policyholder.

If the sum of employee contributions which have been made for group insurance exceeds the sum of premiums which have been paid for group insurance, (after giving effect to any experience credits), the excess will be applied by the Policyholder for the sole benefit of employees. We will not have to see to the use of such excess.

Instead of figuring premiums as described above, premiums may be figured in any way approved by Us that comes up with about the same amount of premiums.

Aetna will not have to refund any premium, even if the Policyholder paid the premium in error, for a period prior to:

- The first day of the policy year in which **Aetna** receives proof that the refund should be made; or
- The date 3 months before **Aetna** receives proof that the refund should be made, if this produces a larger refund.

Fees and Assessments. In addition to the Premium, We may charge the following fees and require the Policyholder to pay or reimburse Us for the following assessments. Any such fees and assessments are due on the Premium Due Date as determined by Us:

- We may charge an installation fee upon initial installation of coverage or any significant change in installation (e.g., a significant change in the number of employees or a change in the method of reporting employee eligibility to Us). A fee may also be charged upon initial installation for any custom plan set-ups.
- We may charge a billing fee to each monthly Premium bill. The billing fee may include a fee for the recovery of any surcharges for amounts paid through credit card, debit card or other similar means.
- We may charge a reinstatement fee pursuant to the Termination provision.
- We may charge a conversion fee in connection with each employee or dependent electing conversion coverage. The conversion fee may be charged monthly, based upon the number of covered persons electing conversion coverage during the previous month.
- We may charge a fee in connection with a check returned due to insufficient funds.
- We may require the Policyholder to pay or reimburse Us for fees and special assessments required for high risk pools and other state programs.

Grace Period. The "Grace Period" means the 31 consecutive day period immediately following the Premium Due Date. The Policy will remain in force during the Grace Period. If We have not received all Premiums and fees due by the end of the Grace Period, this Policy will automatically terminate at the end of the Grace Period.

We will mail a written notice to the Policyholder at least 10 days prior to the end of the Grace Period informing the Policyholder that the premium was not received and that the Policy will be terminated as of the premium due date if the premium is not received by the end of the 31 day Grace Period.

Payment of Premiums and Fees. The Policyholder will pay premiums and fees by the Premium Due Date. Payment occurs when we receive good funds. They must be paid at Our home office or its authorized agent.

If We do not receive payment by the Premium Due Date, the Policyholder shall pay Us interest on the total premium amount and any fees overdue after the Premium Due Date including the premiums due for the Grace Period. The interest rate will be up to 1 1/2% per month for each month; or partial month; the balance remains unpaid. We may recover from the Policyholder: costs of collecting any unpaid premiums or fees, including reasonable attorney's fees; and costs of suit.

Premium Waiver

Payment of Premiums

Notwithstanding any provision in the Policy to the contrary, We may waive up to one month's billed premium during any policy term. If, after that month's premium has been billed, employees are added to or removed from plan coverage for that month of coverage, the premium waiver will not apply for those employees and additional premium will be due or credited, as applicable.

Termination

If the Policy is terminated within 12 months of the Policyholder's original Policy Effective Date, then We may require Policyholder to pay back the premium so waived. In that event, We will notify Policyholder on at least 10 days prior notice of the Premium Due Date for such premium.

Changes in Premium. We may also change the Premium rates and fees effective as of any Premium Due Date upon 30 days prior written notice to the Policyholder. However, no such adjustment will be made during the Initial Term except:

- when there is significant change in factors bearing a material impact on the risk assumed by **Aetna**; or
- to reflect changes in any law or regulation that applies or a judicial decision having a material impact on the cost of providing Coverage.

Retroactive Adjustments. We may, at Our discretion, make retroactive adjustments to the Policyholder's billings for the coverage termination of persons not posted to previous billings. However, the Policyholder may only receive a maximum of 2 month's credit for terminations that occurred more than 60 days before the date the Policyholder notified Us of the termination. We may reduce any such credits by the amount of any payments We may have made on behalf of such persons before We were informed their coverage had been terminated. Retroactive additions will be made at Our discretion based upon eligibility guidelines stated in the Certificate, and are subject to the payment of all premiums that apply.

Notwithstanding the foregoing, We will not make a retroactive adjustment for any covered person who has paid the required premium contribution. When retroactive terminations are submitted by the Policyholder, or on the Policyholder's behalf, We will regard the submission as proof that the required Premium contribution was not paid by the person(s) for that period.

Premiums and Fees (Continued)

Schedule of Premiums and Fees. The initial monthly Premium Rates are as follows:

Life Insurance	Unit Benefit
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Basic	Per \$1,000 Of Insurance	\$0.140
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Premiums and Fees (Continued)

Schedule of Premiums and Fees. The initial monthly Premium Rates are as follows:

Accidental	Per \$1,000 of	\$0.025
Death and	Coverage	
Personal Loss		

Premiums and Fees (Continued)

Schedule of Premiums and Fees. The initial monthly Premium Rates are as follows:

Long Term	Per \$100 of	\$0.340
Disability	Covered	
Income	Monthly	
	Payroll	

Premiums and Fees (Continued)

Employee Supplemental Life Insurance - Table of Premium Rates

Age Last Birthday	Monthly Premium Per \$1,000 of Insurance
0-19	\$0.140
20-24	\$0.140
25-29	\$0.140
30-34	\$0.140
35-39	\$0.140
40-44	\$0.140
45-49	\$0.140
50-54	\$0.140
55-59	\$0.140
60-64	\$0.140
65-69	\$0.140
70+	\$0.140

Responsibilities of the Policyholder (GR-29N-06-01-02 TN)

Records. The Policyholder will furnish to Us such information as We may reasonably require to administer this Policy. This will occur on a monthly basis or as otherwise required. This data may be on our form or by fax. It may also be on such other form or means as We may reasonably approve. This includes, but is not limited to:

- Data needed to enroll the Policyholder's covered persons and their dependents;
- Process terminations;
- Effect changes in family status; and
- Transfer of employment of covered persons.

The Policyholder represents that all enrollment and eligibility information that has been; or will be; supplied to Us is correct. The Policyholder acknowledges that We can; and will; rely on such enrollment and eligibility data to determine whether a person is eligible for coverage under this Policy. To the extent such data is supplied to Us by the Policyholder (in electronic or hard copy format), the Policyholder agrees to:

- Maintain a reasonably complete record of such data in the same format. This includes:
 - Evidence of coverage elections;
 - Evidence of eligibility;
 - Changes to such elections; and
 - Terminations.
- Records must be kept for at least seven years or until the final rights and duties under this Policy have been resolved.
- Make such data available to Us upon request.
- If it applies, obtain from all covered persons and their dependents a, "*Disclosure of Healthcare Information*" authorization in the form currently being used by Us in the enrollment process (or such other form as We may reasonably approve).

We will not be liable to covered persons for the fulfillment of any obligation prior to information being received in a form which We will accept. For the purpose of termination of coverage under this Policy, the Policyholder must notify Us of the date in which:

- a covered person's status, or employment, ceases; or
- a dependent loses eligibility under the Plan;

within 15 business days of the event. Subject to any law that applies, unless otherwise provided in the Certificate, We will consider a covered person's employment to continue until stopped by the Policyholder.

The Policyholder must notify persons of the termination of the Policy in compliance with all laws that apply. However, We reserve the right to notify covered persons of termination of the Policy for any reason. This includes non-payment of premium. The Policyholder shall provide written notice to covered persons of their rights when coverage stops.

The Policyholder must notify Us when a request for retroactive termination is a result of a covered person:

- performing an act; practice; or omission that constitutes fraud; or
- making an intentional misrepresentation of material fact as prohibited by the Certificate.

Access. Make payroll and other records directly related to a covered person's coverage under this Policy available to Us for inspection. This will occur:

- upon reasonable advance request;
- at Our expense;
- at the Policyholder's office; and
- during regular business hours.

This provision shall survive termination of this Policy.

Forms. Distribute materials to persons regarding enrollment and coverage features. This includes Certificates as described in the Certificates provision of the Policy Section 7; *General Provisions*.

Policies and Procedures; Compliance Verification. Comply with all policies and procedures established by Us in administering and interpreting this Policy. The Policyholder shall, upon request, provide a certification of its compliance with Our participation and contribution requirements. The Policyholder shall, upon request, submit proof that it continues to meet the definition of an eligible group as provided under any law or regulation that applies.

Continuation Rights and Conversion. Notify all eligible covered persons of their right to continue coverage pursuant to the continuation provisions in the Certificate and any law that applies; and provide notification to each covered person after termination of coverage of their conversion right. This includes:

- A description of plans available;
- Premium Rates; and
- Application forms.

Termination

Termination by Policyholder. This Policy, or any coverage included may be terminated by the Policyholder. The Policyholder may terminate this Policy as to all or any class of its employees. **Aetna** must be given written notice. The notice must state when such termination shall occur. It must be a date after the notice. It shall not be effective during a period for which a premium has been paid to Us for the coverage.

Termination by Us. This Policy will terminate as of the last day of the Grace Period if the Premium remains unpaid at the end of the Grace Period as described in the *Grace Period* provision under the *Premiums and Fees* section and is subject to the terms of any laws or regulations.

In addition, We may terminate this Policy as to any or all coverage, other than the Health Expense Coverage, of all or any class of employees or dependents of any one or more member employers by giving prior written notice to the Policyholder of when it will terminate. The date shall not be earlier than 31 days after the date of the notice unless it is agreed to by the Policyholder and Us.

As used in this section: "Health Expense Coverage" means:

- Comprehensive Medical Plan;
- Major Medical Plan;
- Prescription Drug Plan;
- Basic Hospital Plan;
- Basic Medical Plan;
- Limited Medical Plan; and
- Comprehensive Hearing Benefits

But does not include:

- Basic Dental Plan;
- Comprehensive Dental Plan;
- Comprehensive Vision Benefits; and
- DMO Dental

This Policy may also be terminated by Us as follows:

- Immediately upon notice to Policyholder if the Policyholder has performed any act or practice that constitutes fraud or made any intentional misrepresentation of a material fact relevant to the coverage provided under this Policy;
- Upon 30 days written notice to the Policyholder if the Policyholder breaches a provision of this Policy and such breach remains uncured at the end of the notice period;
- Upon 30 days written notice to the Policyholder if the Policyholder ceases to meet Our requirements for an employer group as defined under applicable state law or regulation;
- Upon 30 days written notice to the Policyholder if the Policyholder: (i) fails to meet Our contribution or participation requirements applicable to this Policy (which contribution and participation requirements are available upon request); (ii) fails to provide the certification required by the Policies and Procedures; *Compliance Verification* provision under Section 4 within a reasonable period of time specified by Us; or (iii) changes its eligibility or participation requirements without Our consent;
- Upon 90 days written notice to the Policyholder if We cease to offer the product line to which the Policy relates;

Termination By Us. (Continued)

- Upon 180 days written notice to the Policyholder if We cease to offer coverage in a market in which persons covered under this Policy reside; or

If the Policy terminates for any reason, the Policyholder will continue to be held liable for all Premiums and fees due and unpaid before the termination, including, but not limited to, Premium payments for any period of time Policy is in force during the Grace Period. Covered persons shall also remain liable for their cost sharing and other required contributions to coverage for any period of time Policy is in force during the Grace Period. We may recover from the Policyholder Our costs of collecting any unpaid Premiums or fees, including reasonable attorneys' fees and costs of suit.

Non-Renewal. We may request from the Policyholder, a written indication of their intention to renew or non-renew a Policy at any time during the final three months of any policy year. If the Policyholder fails to reply to such request within two weeks of their receipt of the request; or 15 days prior to the renewal date, whichever is later; then upon **Aetna's** written notice to the Policyholder, all or a part of the Policy shall be deemed to terminate automatically as of the end of the policy year. Similarly, upon Our written confirmation to the Policyholder, We may accept an oral indication by the Policyholder; or its agent or broker of intent to non-renew as the Policyholder's notice of termination of all or a part of the Policy effective as of the end of the policy year.

Effect of Termination. No termination of this Policy will relieve either party from any obligation incurred before the date of termination. When terminated, this Policy and all coverage provided hereunder will end at 12:00 midnight on the effective date of termination. Upon termination, We will provide employees and their dependents with Certificates of Creditable Coverage which will show evidence of their prior health coverage under this Policy for a period of up to 18 months prior to the loss of coverage.

We may, at Our sole discretion, reinstate terminated coverage provided any past due premium and reinstatement fees are paid.

Notice to employees. It is the responsibility of the Policyholder to notify employees of the termination of the Policy in compliance with all applicable laws. However, We reserve the right to notify employees of termination of the Policy for any reason, including non-payment of Premium. In accordance with the Certificate, the Policyholder shall provide written notice to employees of their rights upon termination of coverage.

General Provisions (GR-29N-09-01-01)

Policy. The entire Policy consists of:

- This Policy;
- The application, copy attached;
- The current rates on file with the Policyholder;
- The attached Certificate(s); and
- Any riders, endorsements, insert attachments or amendments to this Policy or Certificate.

Certificates. Our method of providing the Policyholder with Certificates will be electronic. But We will provide a supply of paper copies to the Policyholder upon request. The Policyholder shall make available or distribute the Certificates to each insured employee. The insurance in force will be set forth in the Certificate. Statements as to whom benefits are payable will appear. Any applicable Conversion Privilege will also be described.

Policies and Procedures. We have the right to adopt reasonable policies, procedures, rules, and interpretations of this Policy and the Certificate in order to promote orderly and efficient administration.

Policy Changes. This Policy shall be deemed to be automatically amended to conform with the provisions of applicable laws and regulations. This Policy may also be amended by Us:

- With 30 days written notice to the Policyholder; or
- By written agreement between Us and the Policyholder.

The consent of any employee or other person is not needed. All agreements made by Us are signed by an authorized executive officer of **Aetna**. No one other than an authorized officer of **Aetna** may change or waive any of the Policy terms or make any agreement binding Us.

The Policyholder will not have to give written agreement of a change in the Policy if:

- The Policyholder has asked for the change and We have agreed to it.
- The change is needed to correct an error in the Policy, including any Certificate issued to anyone.
- The change is needed so that the Policy will conform to any law, regulation or ruling of a jurisdiction that affects a person covered under this Policy; or the federal government.
- The change has been initiated by Us and is not resulting in either: a reduction or elimination in benefits or coverage; or an increase in premium

The Policyholder will have to give written agreement of a change in the Policy:

- That reduces or eliminates benefits or coverage; or
- That increases benefits or coverage with a concurrent increase in premium during the Policy term, except if the increased benefits or coverage is required by law.

Payment of the applicable premium after notice of the proposed changes will be deemed to constitute the Policyholder's written agreement of those changes on behalf of all persons covered under this Policy.

(GR-29N-09-02-01)

Delegation and Subcontracting. The Policyholder acknowledges and agrees that We may enter into arrangements with third parties to delegate functions hereunder such as utilization management, quality assurance and provider credentialing, as We deem appropriate in Our sole discretion and as consistent with applicable laws and regulations. The Policyholder also acknowledges that Our arrangements with third party vendors (e.g. pharmacy, behavioral health) are subject to change in accordance with applicable laws and regulations.

Prior Agreements; Severability. As of the Effective Date, this Policy replaces and supersedes all other prior

agreements between the Parties as well as any other prior written or oral understandings, negotiations, discussions or arrangements between the Parties related to matters covered by this Policy or the documents incorporated herein. If any provision of this Policy is deemed to be invalid or illegal, that provision shall be fully severable and the remaining provisions of this Policy shall continue in full force and effect.

Clerical Errors. A clerical error in keeping records; or a delay in making an entry; will not alone decide if insurance is valid. An equitable adjustment in premiums will be made when the error or delay is found. If the clerical error affects the existence or amount of insurance, the facts as determined by Us will be used to decide if insurance is in force and its amount. We may also modify or replace a Policy, Certificate or other document issued in error.

Administrative Matters. We have complete discretionary authority to review all denied claims for benefits under this Policy. This includes, but is not limited to, the denial of certification of the **medical necessity** of hospital or medical treatment. In performing its review, We shall have discretionary authority to determine whether and to what extent employees and beneficiaries are entitled to benefits; and construe any disputed or doubtful terms of this Policy.

We shall be deemed to have properly exercised such authority unless We abuse our discretion by acting arbitrarily and capriciously. We have the right to adopt reasonable policies, procedures, rules; and interpretations of this Policy to promote orderly and efficient administration.

The Policyholder shall be responsible for making reports and disclosures required by law or regulation. This includes the distribution of Certificates and disclosures prepared by Us.

Misstatements. If any fact as to the Policyholder or any employee or dependent 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 an employee shall be deemed representations and not warranties. No written statement made by an employee shall be used by Us in a contest unless a copy of the statement is or has been furnished to the employee or his beneficiary, or the person making the claim.

Our 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 Our 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-29N-09-03-01)

As to Life Insurance. The validity of this Policy shall not be contested, except for non-payment of premiums, after it has been in force for 2 years. No statement made by an employee about his insurability shall be used by Us in contesting the validity of the insurance as to which such statement was made if the insurance has been in force prior to the contest for 2 years during the employee's lifetime; or if the insurance under the Policy may be increased upon the application of the employee and the production of evidence of good health if the increase have been in force prior to the contest for 2 years during the employee's lifetime; nor unless such statement is contained in a written form signed by him or her.

As to Accident and Health Benefits. Except as to a fraudulent misstatement, or issues concerning Premiums due:

- No statement made by the Policyholder or any employee or dependent shall be the basis for voiding coverage or denying coverage or be used in defense of a claim unless it is in writing.
- No statement made by the Policyholder shall be the basis for voiding this Policy after it has been in force for 2 years from its effective date.
- No statement made by an eligible employee or dependent shall be used in defense of a claim for loss incurred or starting after coverage as to which claim is made has been in effect for 2 years.

Assignability. No rights or benefits under this Policy are assignable by the Policyholder to any other party unless approved by Us.

Waiver. Our failure to implement, or insist upon compliance with, any provision of this Policy or the terms of the Certificate incorporated hereunder, at any given time or times, shall not constitute a waiver of Our 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 or benefits. This applies whether or not the circumstances are the same.

Notices. Any notice required or permitted under this Policy shall be in writing and shall be deemed to have been given on the date when delivered in person; or, if delivered by first-class United States mail, on the date mailed, proper postage prepaid, and properly addressed to the address set forth in the face page of the Policy, or to any more recent address of which the sending party has received written notice or, if delivered by facsimile or other electronic means, on the date sent by facsimile or other electronic means.

Third Parties. This Policy shall not confer any rights or obligations on third parties except as specifically provided herein.

Non-Discrimination. In the management of this Policy, the Policyholder and the Member Employers:

- Will make no attempt, whether through differential contributions or otherwise, to encourage or discourage enrollment in the coverages provided by the Policy based on health status or health risk; and
- Will act so as not to discriminate unfairly between persons in like situations at the time of the action.

We can rely on such action and will not have to probe into the details.

Use of Our Name and all Symbols, Trademarks, and Service Marks. We reserve the right to control the use of Our name and all symbols, trademarks, and service marks presently existing or subsequently established. The Policyholder agrees that it will not use such name, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without Our prior written consent and will cease any and all usage immediately upon Our request or upon termination of this Policy.

Workers' Compensation. The Policyholder is responsible for protecting Our interests in any Workers' Compensation claims or settlements with any eligible individual. We shall be reimbursed for all paid medical expenses which have occurred as a result of any work related **injury** that is compensable or settled in any manner.

On or before the Effective Date of this Policy and upon renewal, the Policyholder shall submit proof of their Workers' Compensation coverage or an exclusion form which has been accepted by the applicable regulatory authority governing Workers' Compensation. Upon Our request, the Policyholder shall also submit a monthly report to Us listing all Workers' Compensation cases. Such list will contain the name, social security number, date of loss and diagnosis of all applicable eligible individuals.

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2016-0112)

Attachment No. 3

CITY'S TERMS

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with prior notice to the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin
Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2016-018 and 2016-019
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305
FAX: 615/550-0079
E-mail: purchasing@franklinton.gov

In the case of Vendor:

Aetna Life Insurance Company
Attn: Julie Currin, Sr. Account Manager
Aetna Group Insurance Life & Disability
2815 Coliseum Centre Drive, Suite 550
Charlotte, NC 28217
FAX: 860-262-9164
E-mail: currinj@aetna.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor 's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. If Derivative Work are Customized, which means (i) based on the City's written specifications, (ii) paid for separately by the City to Aetna, and (iii) pursuant to a written statement of work signed by both parties, then, to the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.
11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document is the Insurance Policy filed and approved by the department of Insurance of the State of Tennessee in which case its provisions specifically conflicting with the Standard Procurement Terms and Conditions will govern.
12. Indemnification. Vendor agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Vendor's negligent act, error or omission in the performance of the services of this agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Vendor and City, they shall be borne by each party in proportion to its own negligence. The terms and conditions of this paragraph shall survive completion of this services agreement.
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2016-0112)

Attachment No. 4

CERTIFICATES OF INSURANCE



City of Franklin
109 3rd Avenue South
Franklin, TN 37064

CERTIFICATE OF SECURITY AND PRIVACY INSURANCE

Dear Sirs,

Insured: Aetna, Inc. and any subsidiaries previously, currently and hereinafter constituted.

We act as insurance brokers to the above client and in this capacity can provide brief details of their current Security and Privacy Insurance.

Insurer: Lloyd's Syndicate Brit 2987
Lloyd's Syndicate Kiln 510

Policy Number: B0713MEDTE1600549

Period: From: 15 May 2016
To: 15 May 2017
Both days at 12.01 a.m., Local Standard Time at the Insured's principal address.

Limit of Liability: USD 5,000,000 each and every claim and in the aggregate for all coverages combined including claim expenses.

This document is provided for information only and cover is subject to Insurer's policy terms, conditions, limitations and exclusions. Cover may also be subject to cancellation provisions and warranties.

The issuance of this document does not make the person or organisation to whom it has been issued an additional insured and confers no rights upon the recipient, nor does it modify in any manner the contract of insurance between the Insured and Insurers.

Without prejudice to the foregoing no assurance is given by us to the adequacy or otherwise of the limit of liability under the insurance policies. Nor do we express any view or assume any liability as to the solvency or future ability to pay of any of the insurance companies with whom the insurance policies have been placed. In each case you must rely upon your own assessment of such matters.

We cannot comment as to whether the client has done or omitted to do anything which has rendered or may render any policy of insurance (including the insurance policies noted above) taken out by it or by any other person in relation to any of the client's assets void or voidable and you must similarly rely upon your own enquiries in this respect.

Lockton does not accept any liability or responsibility to any Third Party in respect of the information provided nor do Lockton have any obligation to advise any changes to or cancellation of the insurances described.



This letter shall be governed by and shall be construed in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction.

We trust that this information is sufficient for your purposes however, should you require additional detail this can be provided upon agreement from our client.

SIGNED.....*Lucy Scott*..... DATED.....*12th May 2016*.....
Lucy Scott
Assistant Vice President
For and on behalf of Lockton Companies LLP

SIGNED.....*Max Perkins*..... DATED.....*12 May 2016*.....
Max Perkins
Senior Vice President
For and on behalf of Lockton Companies LLP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/04/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (610) 355-4255 Fax: (610) 352-5200

P K FINANCIAL GROUP, LLC
700 E. TOWNSHIP LINE ROAD, SUITE 200
HAVERTOWN PA 19083

CONTACT NAME: Michael M. Jones

PHONE (A/C, No, Ext): (610) 355-4255

FAX (A/C, No): (610) 352-5200

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Travelers Casualty & Surety Company of America 31194

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
Aetna Inc.
151 Farmington Avenue
Hartford, CT 06156

COVERAGES

CERTIFICATE NUMBER: 2137

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED. EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO <input type="checkbox"/>						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident) \$
	HIRED AUTOS <input type="checkbox"/>						PROPERTY DAMAGE (per accident) \$
	SCHEDULED AUTOS <input type="checkbox"/>						\$
	NON-OWNED AUTOS <input type="checkbox"/>						
	UMBRELLA LIAB <input type="checkbox"/>						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/>						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/>						E.L. EACH ACCIDENT \$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE \$
							E.L. DISEASE-POLICY LIMIT \$
A	Fidelity Bond			106402036	10/31/15	10/31/16	Limit: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Fidelity Bond coverage including Employee Dishonesty coverage.

CERTIFICATE HOLDER

CANCELLATION

City of Franklin
109 3rd Avenue South
Franklin, TN 37064

Attention:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/05/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 1166 Avenue of the Americas New York, NY 10036-2774 Attn: Steve Ruisi - (212) 345 5022		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
01800 -AETNA-GAUWC-16-17		INSURER(S) AFFORDING COVERAGE	
INSURED AETNA INC. 151 FARMINGTON AVENUE, RE2T HARTFORD, CT 06156		NAIC #	
		INSURER A: ACE American Insurance Company 22667	
		INSURER B: Indemnity Ins Co Of North America 43575	
		INSURER C: N/A N/A	
		INSURER D: Agri General Insurance Company 42757	
		INSURER E: ACE Fire Underwriters Insurance Company 20702	
		INSURER F: Safety National Casualty Corp. 15105	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HD0G27405629	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B A D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC4860254A (AOS) WLRC48602551 (AZ,CA,MA) WLRC48602563 (TN) SCFC48602538 (WI)	04/01/2016 04/01/2016 04/01/2016 04/01/2016	04/01/2017 04/01/2017 04/01/2017 04/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
F	XS Workers Compensation CT OH			SP 4052744	04/01/2015	04/01/2017	Limit Statutory SIR 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is recognized as additional insured (except on Workers' Compensation) per the written contract.

CERTIFICATE HOLDER

City of Franklin
109 3rd Avenue South
Franklin, TN 37064

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Steve Ruisi

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**COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss. [not already covered under endorsement(s) CG2002, CG2028, CG2011 and CG2015]

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



AETNINC-01

KHARATS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Connecticut, LLC c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No, Ext): (877) 945-7378	FAX (A/C, No): (888) 467-2378
	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Ironshore Specialty Insurance Company	25445
INSURED Aetna Inc. and its Affiliated Companies Insurance and Risk Finance Dept 151 Farmington Avenue, RE2T Hartford, CT 06156	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Managed Care Prof			001934002	03/01/2016	03/01/2017	Per Claim/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Franklin 109 3rd Avenue South Franklin, TN 37064	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2016-0112)

Attachment No. 5

INDEMNIFICATION AGREEMENT

Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

On behalf of Bidder/Proposer, James D. Juliano agrees that:
(printed name of person signing Agreement)

1. He or she is the Senior Director of Business Development of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

Aetna Life Insurance Company,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from that portion of any and all losses, damages and expenses, including court costs and attorneys fees, by reason of ~~any~~ losses, whatsoever, arising out of or relating to ~~or in consequence of negligence or willful misconduct in consequence of~~ the work done in connection with the contract of which this Agreement is a part, caused by Bidder or Proposer, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.


(signature of person whose printed name appears above)

Senior Director of Business Development
(title of person whose printed name appears above)