

# BENEFIT PLAN

Prepared Exclusively For  
Digital Risk, LLC

Short Term Disability Coverage

Aetna Life Insurance Company  
Booklet-Certificate

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

What Your Plan  
Covers and How  
Benefits are Paid

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

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

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

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:	Digital Risk, LLC
Group Policy Number:	GP - 473705 - GI
Effective Date:	January 1, 2016
Issue Date:	November 11, 2015
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 FL)

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

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

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

# Coverage for You

## Short-Term Disability Coverage

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

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

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

# Eligibility, Enrollment and Effective Date of Your Coverage

Who Is Eligible

How and When to Enroll

When Your Coverage Begins

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

## Who Is Eligible

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

### Employees

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

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

### Eligible Classes

You are in an eligible class if:

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

In addition, to be in an eligible class you must be:

- scheduled to work on a regular basis at least 30 hours per week during your Employer's work week; and
- working within the United States.

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

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 following the date you complete 30 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 following the date you complete 30 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-29-015-02 FL)

### **Enrollment**

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

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

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

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

- You request to enroll more than 31 days after your eligibility date.
- You were eligible, but not enrolled, for any comparable disability coverage sponsored by your employer on the day before the effective date of this plan.
- You request to reinstate coverage that ended because you voluntarily stopped your coverage or you did not make the required contributions.

If you are required to submit evidence of good health, you must furnish all such evidence at your own expense.

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

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

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

- The date you are eligible for coverage; and
- The date you return your completed enrollment information; and
- Your application is received and approved in writing by **Aetna**; and
- The date your required contribution is received by **Aetna**.

### **Important Notice:**

You must pay the required contribution in full.

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

# Your Disability Plan

(GR-9N 05-005 01)

When Benefits are Payable

Disability Test

When Disability Ends

Exclusions

## Important Note

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

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

## Short Term Disability Coverage

Short term disability coverage will pay a weekly benefit if you are disabled and unable to work because of:

- An **illness** that is a **non-occupational illness**;
- An **injury** that is a **non-occupational injury**; or
- A disabling pregnancy-related condition.

Short term disability coverage will only cover a disability caused by a **non-occupational illness** and **injury** except in the case of sole proprietors or partners who cannot be covered by workers' compensation. A **non-occupational illness** or **injury** is any **illness** or **injury** that is not an **occupational illness** or **occupational injury**.

An **occupational illness** or **occupational injury** means an **illness** or **injury** that:

- Arises out of (or in the course of) any activity in connection with employment or self-employment whether or not on a full time basis; or
- Results in any way from an **illness** or **injury** which does.

However, if proof is provided to **Aetna** that a claim has been made under any type of workers' compensation law and that no benefit, award, settlement or redemption has been or will be made under such law for that **illness** or **injury**, then that **illness** or **injury** will not be considered an **occupational illness** or an **occupational injury**.

For the purposes of all disability coverage included in this Plan, the term "**illness**" will mean:

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



## Short Term Disability Benefit Eligibility

You will be considered disabled while covered under this short term disability plan on the first day that you are disabled as a direct result of a significant change in your physical or mental condition and you meet all of the following requirements:

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

## Test of Disability

You meet the **test of disability** if you are not able perform the **material duties** of your **own occupation** because of an **illness or injury**, or because of a pregnancy-related condition. You are not performing the **material duties** of your **own occupation** if:

- You are only performing some of the **material duties** of your **own occupation**; and
- Your income is 80% or less of your **predisability earnings** solely because of an **illness, injury** or a disabling pregnancy-related condition.

### Important Note

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

## When Benefits are Payable

Once you meet the short term disability test of disability described above, your short term disability benefits will be payable after the Elimination Period, if any, is over. The Elimination Period is the amount of time you must be disabled before benefits start. No benefit is payable for or during the elimination period. Your short term disability benefits will be payable for as long as your disability benefit eligibility continues but not beyond the end of the maximum weekly benefit period. The Elimination Periods and the maximum weekly benefit period are shown in the *Schedule of Benefits*.

## Benefits Payable

The weekly benefit is based on your **predisability earnings**, up to the maximum weekly benefit shown in the *Schedule of Benefits*. To calculate your weekly short term disability benefit, multiply:

- Your predisability earnings; times
- The weekly benefit percentage shown in the *Schedule of Benefits*.

The benefit payable will be the lesser of:

- the weekly benefit; and
- the maximum weekly benefit.

Any other income benefits you are eligible for may affect your benefits from this Plan. The amount of the other income benefits will be subtracted from your weekly short term disability benefit for which you are eligible. Please refer to the *Other Income Benefits* section of this Booklet-Certificate for details as to which other income benefits may reduce your weekly benefit.

## Adjustments to Your Benefits If You Work While Disabled (GR-9N 05-020 02)

Your short term disability weekly benefit may be reduced if, while weekly benefits are payable, you earn income from:

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

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

The weekly benefit will be reduced only to the extent the sum of the amount of that income and the weekly benefit payable, without any reduction for other income benefits, exceeds 100% of your **predisability earnings**.

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

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

## When Short Term Disability Benefit Eligibility Ends

You will no longer be considered disabled nor eligible for weekly benefits when the first of the following occurs:

- The date you no longer meet the short term disability test of disability, as determined by **Aetna**.
- The date you are no longer under the regular care of a **physician**.
- The date you fail to provide proof that you meet the short term disability test of disability.
- The date you refuse to be examined by or cooperate with an independent **physician** or a licensed and certified health care practitioner, as requested. **Aetna** has the right to examine and evaluate you at any reasonable time while your claim is pending or payable. The examination or evaluation will be done at **Aetna's** expense.
- The date an independent medical exam report or functional capacity evaluation does not, in **Aetna's** opinion, confirm that you are disabled.
- The date you reach the end of your maximum benefit period, as shown in the *Schedule of Benefits*.
- The date you are not receiving **effective treatment for alcoholism or drug abuse**, if alcoholism and drug abuse are the cause (or part of the cause) of your disability.
- The date you refuse to cooperate with or accept:
  - Changes to your work site or job process designed to suit identified medical limitations, or
  - Any adaptive equipment or devices designed to suit your identified medical limitations; that would allow you to perform your **own occupation**. This applies only if a **physician** agrees that such changes, adaptive devices or equipment suit your particular medical limitations.
- The date you refuse any treatment recommended by your attending **physician** that, in **Aetna's** opinion, would cure, correct or limit your disability.
- The date your work condition would permit you to:
  - work; or
  - increase the hours you work; or
  - increase the number or type of duties you perform in your **own occupation**; but you refuse to do so.
- The date you become eligible for benefits under any other disability plan of this type that is offered by your employer if this date falls after the date the group contract ends.
- The date of your death.
- The day after **Aetna** determines that you can participate in an **approved rehabilitation program** and you refuse to do so.

## If You Become Disabled Again (Successive Disabilities)

Once you no longer meet the short term disability test of disability any new disability will be treated separately. However, two or more disabilities will be considered as the same disability if they are due to the same or related **illness, injury**, or pregnancy related condition; and

- Separated by less than 30 days in a row of active work.

In this case only one Elimination Period will apply. The first disability will not be included if it began while you were not covered.

## Approved Rehabilitation Program

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

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

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

This Plan will pay for all of the services and supplies, approved in advance by **Aetna**, you need in connection with participation in the program, except those for which you can be reimbursed by another payer, including government benefits programs.

## Pre-existing Conditions: Special Rules as to an Increase in Coverage

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

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

If your disability is caused by a pre-existing condition, your weekly benefit will be based on the amount of the weekly benefit that has been in effect for at least 12 months under this Plan or any other prior coverage. You will not be eligible for any benefit increase if the disability starts within the first 12 months after your increase in coverage goes into effect.

No benefit is payable if the disability is excluded by any other terms of this short term disability plan.

## Other Income Benefits (GR-9N 05-045 02)

### Important Note

Please read this section carefully. It explains which other income benefits reduce your weekly short term disability benefit. ***It is your responsibility to enroll or apply for benefits from other sources when you are eligible.*** See the ***Aetna Requires Proof of Other Income*** section for more information.

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

- 50% of any award given under The Jones Act or The Maritime Doctrine of Maintenance, Wages and Cure.
- Disability, retirement or unemployment benefits required or provided for by government law. This includes (but is not limited to):
  - Unemployment compensation benefits.
  - Temporary or permanent, partial or total, disability benefits under any workers' compensation law or similar law meant to compensate a worker for:
    - Loss of past and future wages;
    - Impaired earning capacity;
    - A lessened ability to compete for jobs;
    - Any permanent impairment; and
    - Any loss of bodily function or capacity.
  - Automobile no-fault wage replacement benefits required by law.
  - Benefits under the Federal Social Security Act, Railroad Retirement Act, Canada Pension Plan and Quebec Pension Plan.
  - Veteran's benefits.
- Statutory disability benefits
- Disability or unemployment benefits payable by either insured and uninsured plans:
  - As a result of employment by or association with your employer; or
  - As a result of your membership in, or association with, any group, association, union or other organization.

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

- Unreduced retirement benefits for which you are (or may become) eligible under a group pension plan the later of at age 62 or the plan's normal retirement age, whichever comes later. This applies only to the amount of the benefit that was paid by the employer.
- Retirement benefits you elect and receive under any group pension plan. This applies only to the amount of the benefit that was paid by an employer.
- Disability payments from under insured motorist coverage (UIM), uninsured motorist coverage (UM), liability insurance or other sources for a disability caused by a third party. "Other sources" include (but are not limited to) damages or a settlement received through legal action.
- Disability benefits under any group mortgage or group credit disability plan.
- Disability benefits from an accumulated sick time or salary continuation program, provided they are part of an established group plan maintained by your Employer for the benefit of its employees.

### **Other Income Benefits That Do Not Reduce Weekly Benefits** (GR-9N 05-055-02)

Income from certain sources will not reduce your weekly disability benefits under this Plan.

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

- Military and other government service pensions;
- Retirement benefits from a former employer;
- Veteran's benefits for service-related disabilities;
- Individual disability income policies; and
- Retirement benefits from the Federal Social Security Act.

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

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

### **What Happens When Other Income Benefits Increase** (GR-9N 05-060-01)

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

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

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

This may result in a reduction in benefits payable.

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

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

### **How Aetna Applies Other Income Benefits** (GR-9N 05-065 02)

#### **Short Term Disability**

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

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

Any of these other income payments that date back to a prior date may be allocated on a retroactive basis.

#### **Estimate of Other Income Benefits**

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

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

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

### **Aetna Requires Proof of Other Income** *(GR-9N 05-070-01)*

**Aetna** may require proof:

- That you, your spouse, child or dependent has applied for all other income benefits that you or they are or may be eligible to receive because of your disability and has made a timely appeal of any denial of benefits through the highest administrative level. "Timely appeal" means making the appeal in the time required, but never more than 60 days after the latest denial.
- That the person applying for other income benefits has furnished the necessary proof needed to obtain other income benefits, which include, but is not limited to, workers' compensation benefits;
- That the person has not waived (given up his or her right to) any other income benefits without **Aetna's** written consent;
- That the person has sent **Aetna** copies of documents showing the effective dates and amounts of other income benefits.
- Of income you receive from any work for pay or profit.

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

You do not have to apply for:

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

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

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

### **How Prior Coverage Affects Coverage Under This Plan** *(GR-9N 05-075 02)*

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

"Prior coverage" is any plan of group short term disability coverage providing weekly benefits that has been replaced by coverage under part or all of this Plan.

It must have been sponsored by your Employer who is participating in this Plan. The replacement can be complete or in part for the eligible class to which you belong. Any such plan is prior coverage if provided by another group insurance plan.

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

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

## Exclusions That Apply to Short Term Disability (GR-9N-27-010-01)

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

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

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

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

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

### When Coverage Ends For Employees (GR-9N-30-005-05 FL)

Your coverage under the plan will end if:

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

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

## Reinstating Coverage (GR-9N-30-005-02 FL)

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

However, if your coverage ends because you stop active work, you may reinstate coverage without having to complete

a new eligibility probationary period, if you return to active work in an *Eligible Class* within 24 months of the date your coverage ended.

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

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

### **Coverage for Short Term Disability Benefits**

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



# General Provisions (GR-9N-32-005-02-FL)

## Physical Examinations and Evaluations (GR-9N-32-005-03-FL)

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

## Legal Action (GR-9N-32-005-01-FL)

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

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

## Confidentiality

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

## Additional Provisions (GR-9N-32-005-01-FL)

The following additional provisions apply to your coverage.

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

## Assignments (GR-9N-32-005-03-FL)

An assignment is the transfer of your rights under the group policy to a person you name.

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

## Misstatements (GR-9N-32-005-03-FL)

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-32-005-03-FL)

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.

## Subrogation (GR-9N 32-010 02)

As used herein, the term "Third Party," means any party that is, or may be, or is claimed to be responsible for **illness** or **injuries** to you that caused your disability. Such **illness** or **injuries** are referred to as "Third Party Injuries." "Third Party" includes any party responsible for payment of benefits for loss of time or wages as a result of Third Party Injuries.

By accepting benefits under this plan, you specifically acknowledge **Aetna's** right of subrogation. When this plan pays benefits for disabilities incurred due to Third Party Injuries, **Aetna** shall be subrogated to your right of recovery against any party to the extent of all benefits provided by this plan. **Aetna** may proceed against any party with or without your consent.

By accepting benefits under this plan, you or your representatives further agree to:

- Notify **Aetna** within 45 days and in writing when notice is given to any party, including an insurance company or attorney, of the intention to investigate or pursue a claim to recover damages or obtain compensation due to Third Party Injuries sustained by you;
- Cooperate with **Aetna** and do whatever is necessary to secure **Aetna's** rights of subrogation and recovery under this Booklet-Certificate;
- Give **Aetna** a first-priority lien on any recovery, settlement, or judgment or other source of compensation which may be had from any party to the extent of the full cost of all benefits associated with Third Party Injuries provided by this plan (regardless of whether specifically set forth in the recovery, settlement, judgment or compensation agreement);
- Pay, as the first priority, from any recovery, settlement judgment, or other source of compensation, any and all amounts due **Aetna** as recovery of the full cost of all benefits associated with Third Party Injuries paid by this

plan (regardless of whether specifically set forth in the recovery, settlement, judgment, or compensation agreement), unless otherwise agreed to by **Aetna** in writing; and

- Do nothing to prejudice **Aetna**'s rights as set forth above. This includes, but is not limited to, refraining from making any settlement or recovery which specifically attempts to reduce or exclude the full cost of all benefits paid by the plan.
- Serve as a constructive trustee for the benefits of this plan over any settlement or recovery funds received as a result of Third Party Injuries.

**Aetna** may recover full cost of all benefits paid by this plan under this Booklet-Certificate without regard to any claim of fault on your part, whether by comparative negligence or otherwise.

## Recovery of Overpayments (GR-9N-32-015-01 FL)

### Short Term Disability Coverage

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

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

If the overpayment:

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

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

Examples of "other income benefits" are:

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

## Reporting of Claims (GR-9N-32-020-01 FL) (GR-9N-32-015-01 FL)

You are required to submit a claim to **Aetna** in writing. Claim forms may be obtained from **Aetna**. Follow the procedure chosen by your Employer to report a disability claim to **Aetna**. If the procedure requires that claim forms be submitted, you may obtain them from your employer or **Aetna**.

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

In addition to the above: if you must be out of work because you are disabled, a claim for a Short Term Disability Benefit should be made right away. Do not wait until you go back to work. This may delay payment of benefits. At

any time, **Aetna** may require copies of documents to support your claim, including data about employment and any other income benefits

The deadline for filing a short term disability claim is 31 days after the end of the elimination period, if any.

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

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

Benefits will be paid as soon as the necessary proof to support the claim is received. Written proof must be provided for all benefits except any Short Term Disability Benefit.

Short Term Disability Benefits will be paid weekly. They will be paid at the end of each week during the period for which benefits are payable. Weekly benefits for a period less than a week will be prorated. This will be done on the basis of the ratio, to 7 days, of the days of eligibility for benefits during the week.

Any unpaid balance as to Short Term Disability Income will be paid within 30 days of receipt by **Aetna** of the due written proof.

**Aetna** may pay up to \$1,000 of any other benefit to any of your relatives whom it believes are fairly entitled to it. This can be done if the benefit is payable to you and you are a minor or not able to give a valid release. It can also be done if a benefit is payable to your estate.

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

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

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

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

Aetna Life Insurance Company  
151 Farmington Avenue  
Hartford, CT 06156

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

# Glossary

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

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

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

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

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**.

## **Approved Rehabilitation Program**

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

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

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

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

### **Consumer Price Index**

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

## **E** (GR-9N 34-25 09)

### **Effective Treatment of Alcoholism or Drug Abuse**

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

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

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

### **Emergency Admission**

An admission to a **hospital** or treatment facility by a **physician** who admits you right after the sudden and, at that time, unexpected onset of an **emergency medical condition** which requires confinement right away as a full-time stay.

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

### **Hospital**

An institution that:

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

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

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

### **Illness**

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

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

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**.

## **M** (GR-9N-34-065-03 FL)

### **Material Duties**

Duties that:

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

### **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.

## **O** (GR-9N-34-075-01-FL)

### **Own Occupation**

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

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

## **P** (GR-9N-34-80-09)

### **Physician**

A duly licensed member of a medical profession who:

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

This also includes a health professional who:

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

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

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

## **Predisability Earnings**

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

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

- 1) If you are paid on an annual contract basis, your weekly salary is based on your annual contract divided by 52.
- 2) If you are paid on an hourly basis, the calculation of your weekly wages is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month; but not more than 40 hours per week.
- 3) If you do not have regular work hours, the calculation of your weekly salary or wages is based on the average number of hours you worked per week during the last 12 calendar months (or during your period of employment if fewer than 12 months); but not more than 40 hours per week.

Included in salary or wages are:

- Commissions averaged over the last 12 months of actual employment or such shorter period if actual employment was for fewer than 12 months.
- Shift Differential pay.
- Contributions you make through a salary reduction agreement with your Employer to any of the following:
  - An Internal Revenue Code (IRC) Section 125 plan for your fringe benefits.
  - An IRC 401(k), 403(b), or 457 deferred compensation arrangement.
  - An executive non-qualified deferred compensation agreement.

Salary or wages do not include:

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

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



## **Treatment Facility**

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

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

## **Confidentiality Notice**

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

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

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

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

# Additional Information Provided by

## Digital Risk, LLC

The following information is provided to you in accordance with the Employee Retirement Income Security Act of 1974 (ERISA). It is not a part of your booklet-certificate. Your Plan Administrator has determined that this information together with the information contained in your booklet-certificate is the Summary Plan Description required by ERISA.

In furnishing this information, Aetna is acting on behalf of your Plan Administrator who remains responsible for complying with the ERISA reporting rules and regulations on a timely and accurate basis.

**Name of Plan:**

Short Term Disability Coverage for Digital Risk, LLC

**Employer Identification Number:**

20-3183379

**Plan Number:**

501

**Type of Plan:**

Welfare

**Type of Administration:**

Group Insurance Policy with:

Aetna Life Insurance Company  
151 Farmington Avenue  
Hartford, CT 06156

**Plan Administrator:**

Digital Risk, LLC  
2301 Maitland Center Parkway  
Maitland, FL 32751  
Telephone Number: (407) 215-2900 x2041

**Agent For Service of Legal Process:**

Digital Risk, LLC  
2301 Maitland Center Parkway  
Maitland, FL 32751  
Service of legal process may also be made upon the Plan Administrator

**End of Plan Year:**

December 31st

**Source of Contributions:**

Employee

**Procedure for Amending the Plan:**

The Employer may amend the Plan from time to time by a written instrument signed by the MHR.

## **ERISA Rights**

As a participant in the group insurance plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all plan participants shall be entitled to:

### **Receive Information about Your Plan and Benefits**

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) that is filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series), and an updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in your interest and that of other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to \$ 110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court.

If it should happen that plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator.

If you have any questions about this statement or about your rights under ERISA, you should contact:

- the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or
- the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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

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

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

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

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

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

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