Aetna Life Insurance Company

Limitations and Exclusions under the Arkansas Life and Health Insurance Guaranty Association Act

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain 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 policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member 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 insurance companies that are well managed and financially stable.

Disclaimer
The Arkansas Life and Health Insurance Guaranty Association ("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 the state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with 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.

The Arkansas Life and Health Insurance Guaranty Association
C/O The Liquidation Division
1023 West Capitol, Suite 2
Little Rock, Arkansas 72201

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:
Arkansas Insurance Department
1 Commerce Way, Suite 102
Little Rock, Arkansas 72202

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; 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 Guaranty Association if they live in this state and hold a life, annuity, or health insurance contract or policy, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

Exclusions from Coverage
However, persons owning such policies are NOT protected by the Guaranty Association if:

- 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);
- the insurer was not authorized to do business in this state;
- their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the individual has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them); unallocated annuity contracts (which give rights to group contract holders, not individuals); unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation (“FPBC”) (whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer’s obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

Limits on Amount of Coverage

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of $300,000 in life and annuity benefits and $500,000 in health insurance benefits--no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within these overall limits, the Association will not pay more than $300,000 in disability and long term care benefits. $500,000 in health insurance benefits, $300,000 in present value of annuity benefits, or $300,000 in life insurance death benefits or net cash surrender values--again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a $1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

NOTICE TO EMPLOYERS

Important Information to Employees
The Arkansas Insurance Department requires that employees located in Arkansas be furnished with a notice advising them who to contact in the event of a question about group insurance. The form that follows entitled "Important Information" is provided to you in compliance with the requirement.

All employees located in Arkansas who are or become covered by your group plan insured by Aetna, should be provided a copy of the form. The form can be distributed in the manner you deem most appropriate.

Important Information
In the event you need to contact someone about your insurance coverage, you may contact Aetna Life Insurance Company at the following address and telephone number:

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, CT 06156
(860) 273-0123

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

Arkansas Insurance Department
1 Commerce Way, Suite 102
Little Rock, Arkansas 72202

Aetna Life Insurance Company

Notice Of Protection Provided By
Illinois Life And Health Insurance Guaranty Association

This notice provides a **brief summary** description of the Illinois Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Illinois law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your member life, annuity, health maintenance organization or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage, pay claims, or otherwise provide protection in accordance with Illinois law, with funding from assessments paid by other insurance companies and health maintenance organizations.

The basic protections provided by the Association per insured in each insolvency are:

- Life Insurance
  $300,000 for death benefits
  $100,000 for cash surrender or withdrawal values
- Health Insurance
  $500,000 for health benefit plans*
  $300,000 for disability insurance benefits
  $300,000 for long-term care insurance benefits
  $100,000 for other types of health insurance benefits
- Annuities
  $250,000 for withdrawal and cash values

*The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $300,000, except special rules apply with regard to health benefit plan benefits for which the maximum amount of protection is $500,000.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also residency requirements and other limitations under Illinois law.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at https://www.ilhiga.org/ or contact:

Illinois Life and Health Insurance Guaranty Association
901 Warrenville Road, Suite 400
Lisle, Illinois 60532-4324

Illinois Department of Insurance
320 West Washington Street 4th Floor
Springfield, Illinois 62767

Insurance companies, health maintenance organizations and agents are not allowed by Illinois law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company or health maintenance organization, you should not rely on Association coverage. If there is any inconsistency between this notice and Illinois law, then Illinois law will control.

The Association is not an insurance company or health maintenance organization. If you wish to contact your insurance company or health maintenance organization, please use the phone number found in your policy or contact the Illinois Department of Insurance at DOI.InfoDesk@illinois.gov.

Aetna Life Insurance Company

Notice Of Protection Provided By
Mississippi Life And Health Insurance
Guaranty Association Act

This notice provides a brief summary of the Mississippi Life and Health Insurance Guaranty Association (the "Association") and the protection it provides for policyholders. This safety net was created by Mississippi law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurer becomes financially unable to meet its obligations. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Mississippi law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

Life Insurance
- $300,000 in death benefits
- $100,000 in net cash surrender and net withdrawal values

Health Insurance
- $500,000 for health benefit plans (see definition below)
- $300.000 in disability income insurance benefits
- $300,000 in long-term care insurance benefits
- $100,000 in other types of health insurance benefits

Annuities
- $250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $300,000. Special rules may apply with regard to health benefit plans.

"Health benefit plan" is defined in Miss. Code Ann. § 83-23-209 and generally includes hospital or medical expense policies, contracts or certificates, or HMO subscriber contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance and long-term care insurance (LTCI).

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Mississippi law. Benefits provided by a long-term care (LTC) rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the base life insurance policy or annuity contract to which it relates.

To learn more about the above protections, limitations and exclusions, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.mslifega.org ***or contact:***

Mississippi Life and Health Insurance Guaranty Association
330 North Mart Plaza
Jackson, MS 39206-5327
Phone: (601) 981-0755

Mississippi Insurance Department
Woolfolk Building
501 N. West Street, Suite 1001
Jackson, MS 39201
Phone: (601) 359-3569

To file a complaint or seek information about the financial condition of an insurer, contact the Mississippi Insurance Department.

Your insurer is required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation or inducement to purchase any form of insurance.

Aetna Life Insurance Company

Notice Concerning Coverage 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 the 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, or describe all of the conditions and limitations relating to coverage. This summary does not 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 Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, an annuity, or if they are insured under a group insurance contract issued by an insurer authorized to conduct business in Tennessee. Health insurance includes disability and long term care policies. 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 Guaranty 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 insured 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 Guaranty 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).

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Guaranty Association is obligated to pay out: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. For any one insured life, the Guaranty Association guarantees payments up to a stated maximum no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. These aggregate limits per life are as follows:

- $300,000 for policies and contracts of all types, except as described in the next point
- $500,000 for basic hospital, medical and surgical insurance and major medical insurance issued by companies that become insolvent after January 1, 2010

Within these overall limits, the Guaranty Association cannot guarantee payment of benefit greater than the following:

- life insurance death benefits - $300,000
- life insurance cash surrender value - $100,000
- present value of annuity benefits for companies insolvent before July 1, 2009 - $100,000
- present value of annuity benefits for companies insolvent after June 30, 2009 - $250,000
- health insurance benefits for companies declared insolvent before January 1, 2010 - $100,000
- health insurance benefits for companies declared insolvent on or after January 1, 2010:
    - $100,000 for limited benefits and supplemental health coverages
    - $300,000 for disability and long term care insurance
    - $500,000 for basic hospital, medical and surgical insurance or major medical insurance

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
150 Third Avenue South
Suite 1600
Nashville, TN 37201

Tennessee Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, TN 37243

Aetna Life Insurance Company

Group policy

The **group policy** is by and between
Aetna Life Insurance Company
(**Aetna®**, we, us, or our)
and
Iota Community Schools
(**Policyholder**, you, or your)

Group policy number:	GP-0284189-E
Date of issue:	September 6, 2024
Effective date:	July 1, 2024
Renewal date:	July 1, 2025
Policyholder situs:	Tennessee

This **group policy** takes effect on the **effective date** if we have received your signed group application and the initial **premium**. It remains in force until terminated.

Term of the **group policy**:	The initial term shall be 12 consecutive months starting on the **effective date** at 12:01 a.m. Subsequent terms shall be 12 consecutive months starting with the **renewal date**.
Premium due dates:	The **effective date** and the first day of each succeeding calendar month.

Signed at **Aetna's®** Home Office 151 Farmington Avenue Hartford, Connecticut 06156.

This **group policy** is non-participating.
This **group policy** is governed by applicable federal law and the laws of Tennessee.

Katerina Guerraz
Executive Vice President, Chief Operating Officer
Aetna Life Insurance Company
(A Stock Company)

Table of contents

The group policy

The **group policy** consists of several documents taken together. These documents are:

- Your group application
- The enrollment form
- This **group policy**
- The booklet-certificates
- The schedule of benefits
- Any riders and amendments to the **group policy**, the booklet-certificate, and the schedule of benefits as stated below

All **group policy** attachments and booklet-certificate documents that are part of the complete **group policy** are on file with the **policyholder** and us.

If you want to discuss your coverage

If you have questions about your coverage under the **group policy**, contact your agent. If you have questions, you may contact us at:

Aetna
151 Farmington Avenue
Hartford, Connecticut 06156
1-877-238-6200
https://www.aetna.com/

Please have your **group policy** number available when you contact us. It is on the cover page of this **group policy**.

Glossary

You will see some words in bold type in the **group policy**. The bold type means we have defined those words. The definitions are in this section and in the *Glossary* section of the booklet-certificate.

Applicable laws

Applicable laws mean all federal and state laws that apply to the matters covered by the **group policy**. Federal and state law means statutes, regulations, official agency direction and guidance, and judicial decisions and orders, as they may be passed or issued, or as they may be amended, from time to time.

Covered person

An employee or a dependent of an employee for whom all of the following applies:

- The person is eligible for coverage as defined in the booklet-certificate
- The person has enrolled for coverage and paid any required **premium** contribution
- The person's coverage has not ended

Dates:

Effective date

Date your coverage begins under this **group policy**.

Final rates schedule effective date

The date stated on the Final rates schedule.

Premium due date

The **effective date** and the 1st day of each succeeding calendar month.

Renewal date

A date that is 12 months after the **effective date** and each 12 months after that.

Termination date

The date coverage ends according to the *Termination* section.

Policyholder

Iota Community Schools and entities associated with it for the purpose of coverage under this **group policy**.

Premium

Premium – rates and amount due

The **premium** rates are stated in the *Final rates schedule* section. You will receive a new Final rates schedule when the **premium** rates change. Any new schedule will state its effective date.

We charge **premium** based on the **premium** rates in effect on the **premium due date**. The **premium** due on any **premium due date** is the total of the **premium** charges for your coverage. When we calculate **premium** due, we will use our records to determine who is a **covered person**.

You owe **premium** for a **covered person** starting with the first **premium due date** on or after the day the person's coverage starts. You stop paying **premium** for a **covered person** as of the first **premium due date** on or after the day the person's coverage ends.

Premium – changes in rates

We may change the **premium** rates as of a **premium due date** during the initial term only if:

- There is a change in factors that materially affects the risk we assumed with this coverage, such as change in participation rates or change to number of employees due to acquisition or merger. We will explain in details these changes in factors in our rate quote to you.
- There is a change in **applicable law**, or there is a judicial decision, that materially affects the cost of providing coverage.

We may change the **premium** rates as of a **premium due date** during any following term. We will let you know in writing of any change in premium rates 30 days before they take effect.

Premium – when due

Premium is due on the **premium due date**. You have a payment grace period of 31 days immediately following the **premium due date**. The **group policy** will remain in force during the grace period unless we have:

- Delivered to you, or
- Mailed to you at your last known address as shown by our records,
- A 5 day written notice of our intention to not renew this **group policy** beyond the period we have accepted premium for.

If we have not received all **premium**s due by the end of the grace period, this **group policy** will automatically terminate at the end of the grace period. Refer to the *Termination* section.

Premium – how billed and paid

We may bill you electronically. You shall pay **premium** due by electronic fund transfer. Payment occurs when we receive good funds.

We may accept a partial payment but this does not waive our right to collect the entire amount due.

We may choose not to accept **premium** that is paid for the **policyholder** by someone else unless we are required to by law.

Premium – overdue amounts

If you don't pay your premium by the end of the grace period, we will charge you interest on the total **premium** amount that is overdue. Overdue **premium** includes amounts due but not yet paid during the grace period. The interest rate will be up to 1 1/2% per month for each month or partial month an amount due remains unpaid.

We may also recover from you the costs of collecting any unpaid **premium**, including reasonable attorney fees and court costs.

Premium – eligibility corrections

We will retroactively drop a **covered person** from coverage and credit your **premium** payments if:

- The eligibility information included a person who was not eligible for coverage
- You request that we retroactively drop the person from coverage

If you ask us to retroactively drop coverage, we will consider that as your statement that the person did not pay the required **premium** contribution for the period.

We will retroactively cover eligible persons who were not included in the eligibility information you provided us. We will cover them retroactively no more than 60 days before the date you both notify us and pay all applicable past **premium**.

Premium – waiver

Payment of premiums

We may waive up to one month's billed **premium** payments during any **group policy** term.

The **premium** waiver will not apply for those employees who were added or removed from the plan after we billed you for that month's **premium**. For that month of coverage, additional **premium** will be due or credited.

Repayment of the waived premium

We may require you to pay back the **premium** waived if the **group policy** is terminated within 12 months of your original **effective date** or **renewal date**. We will give 10 days prior written notice to you of the requirement for the repayment of the waived **premium**.

Fees for special services

Special services

You may request that we provide special services beyond the routine administration of this **group policy**. We will charge you a fee for each special service.

The special services are:

- We bill you for amounts due in a non-electronic medium.
- We accept payment of amounts due from you other than by electronic fund transfer. If you pay us by check, the check does not constitute payment until it is honored by a bank.
- We handle your check returned to us due to insufficient funds. We may return the check to you without a second attempt to cash it.
- We reinstate the group policy according to the *Termination* section.
- Any other special service you request and we agree to provide.

Special services - fees

The Final rates schedule lists the special service fees. We may change any fee with 30 days advance notice to you. We will provide you with a new Final rates schedule if the amount of any fee changes. The new schedule will state its effective date.

Fees - when due

Fees are due on the **premium due date** immediately following our invoicing you.

Fees - how billed and paid

We may bill you electronically. You shall pay fees by electronic fund transfer. Payment occurs when we receive good funds.

We may accept a partial payment but this does not waive our right to collect the entire amount due.

Fees - overdue amounts

You shall pay us interest on the total amount of fees that is overdue. Overdue fees include amounts due but not paid during the grace period. The interest rate will be up to 1 1/2% per month for each month or partial month an amount due remains unpaid.

We may also recover from you the costs of collecting any unpaid fees, including reasonable attorney fees and court costs.

Some of our other responsibilities

We will prepare the booklet-certificate and schedule of benefits that are part of the **group policy**, as required by **applicable laws**. We will provide them to you in electronic form. We will also provide them to you in paper form if you request it.

We will provide the coverage stated in the booklet-certificate and schedule of benefits that are part of the **group policy**. We will administer the coverage as required by the **group policy** and **applicable laws**.

We will protect the personal health information of **covered persons** as required by **applicable laws**. We will use it and share it with others as needed for their care and treatment. We will also use and share it to help us process **providers**' claims and otherwise help us administer the **group policy**. For a copy of our Notice of Privacy Practices, log in to https://www.aetna.com/ or call us.

Our duties in this section survive termination of the **group policy**.

Some of your other requirements and responsibilities

Participation and contribution

You must comply with our participation and contribution requirements.

Distribution – certain Employee Retirement Income Security Act (ERISA) of 1974 requirements

You are responsible for creating and distributing all reports and disclosures required by ERISA. These include:

- Summary plan descriptions
- Summary of material modifications
- Summary annual reports

Distribution – booklet-certificate and schedule of benefits

You will distribute the booklet-certificate and schedule of benefits that we provide you, as required by **applicable laws**.

Information – access

You shall make payroll and other records directly related to a person's coverage under this **group policy** available to us for inspection. This will occur:

- Upon our reasonable advance request
- At our expense
- At your office
- During regular business hours

Your duties and our rights in the Information – access provision survive termination of the **group policy**.

Information – enrollment

You shall send us enrollment information we request to administer the **group policy**. We will request the information monthly or as otherwise required. You will send us the information on our form, or through such other means, as we require.

The enrollment information includes but is not limited to data needed to:

- Enroll your employees and their dependents
- Process terminations
- Make changes in family status

By sending the information to us, you represent that it is correct. You acknowledge that we can and will rely on the information.

You shall:

- Maintain a reasonably complete record of the information you send us for at least seven years, and until the final rights and duties under the **group policy** have been resolved
- Send us information you sent us before, upon request

We will not start covering a person under the **group policy** until you send us the information to enroll that person. Subject to **applicable laws** and the **group policy**, we will not stop covering a person until you send us the information to terminate coverage.

You shall notify us within 15 business days of the date in which:

- An employee's employment ceases
- A dependent loses eligibility under the **group policy**

You must notify us when a request for retroactive termination is a result of a **covered person**:

- Performing an act or omission that constitutes fraud
- Making an intentional misrepresentation of material fact to get coverage or to get a benefit under the **group policy**

Your duties and our rights in this Information – eligibility provision survive termination of the **group policy**.

Notices – termination of coverage

You shall notify **covered persons** in writing, of their rights when coverage stops.

In particular, you shall notify all eligible **covered persons** of their right to continue coverage pursuant to the *Special coverage options after your plan coverage ends* provisions in the booklet-certificate and **applicable laws**. Your notification will include:

- A description of plans available
- **Premium** rates
- Application forms

You will give the notification within 15 calendar days to a person becoming eligible for continuation coverage.

Your duties and our rights in this provision survive termination of the **group policy**.

Workers' compensation coverage

You must comply with workers' compensation coverage laws applicable to your employees covered by the **group policy**. Prior to the effective date and upon our request after the effective date you will provide us reasonable evidence of your satisfying applicable workers compensation coverage laws.

You will provide us with monthly reports of all workers' compensation coverage cases. The report will list for each case the:

- Employee name
- Identifying number
- Date of loss
- Diagnosis

Termination

Automatic termination

This **group policy** and all coverage end as of the last day of the grace period if you have not paid us all **premium**s due as of the start of the grace period. The *Premium* section has a description of the grace period.

Termination by you

You may end coverage under this **group policy** if you give us 30 days advance written notice. Your termination notice may apply to all classes or any class of your employees covered under the **group policy**. You can send us a termination notice during a period for which you have paid **premium**, but your **termination date** must be after that period.

Termination by us

We may end the **group policy** and all coverage it provides:

- Immediately upon notice to you:
  - If you perform any act or practice that constitutes fraud or if you make any intentional misrepresentation of a material fact relevant to the coverage. Refer to the *Intentional deception* section for details.
  - If you are a member of an association and your membership in the association ceases.
- Upon 30 days written notice to you:
  - If you breach a provision of the **group policy** and you do not cure the breach within the notice period
  - If you cease to be a group as defined under **applicable law**
  - If you fail to meet our contribution or participation requirements applicable to this **group policy**
  - If you do not certify your compliance with our policies and procedures upon request
  - If you change your eligibility or participation requirements without our consent
- Upon 60 days written notice to you (or such longer notice period as **applicable laws** require,) if we cease to offer the product lines provided by this **group policy**.
- Upon 60 days written notice to you (or such longer notice period as **applicable laws** require,) if we act as required by **applicable laws** for uniform termination of coverage.

Non-renewal for failure to respond

We may request that you tell us whether you intend to renew the **group policy**. You must reply:

- Within two weeks of your receipt of the request
- Within 15 days prior to the **renewal date**

whichever is later.

Your reply must be in writing unless we authorize an oral reply. If you do not reply, we will not continue coverage on and after the **renewal date** and:

- You will owe us any unpaid **premium**
- We will owe you a refund if you overpaid **premium**

Effective time of termination

The **group policy** and its coverage end at 11:59 p.m. on the day of termination.

Effect of termination

You, **covered persons**, and we continue to be responsible following termination for the duties we each incur prior to the termination of the **group policy**. One of your duties includes payment of **premium** due for coverage through any grace period up to the day of termination. You, **covered persons**, and we also continue to be responsible for your, their, and our duties that the **group policy** states are to occur following termination.

You, **covered persons**, and we have the rights and duties following termination of the **group policy**, as stated specifically in the **group policy**.

You shall notify **covered persons** of the termination of the **group policy**. Your notice will comply with **applicable laws**. We have the right to notify employees of termination of the **group policy**.

Reinstatement

You may request that we reinstate the **group policy** and coverage after we end it. You must make the request within 45 days of the **termination date**. We will reinstate the **group policy** as of the **termination date** upon payment of all amounts due, and you giving us reasonable assurances that you can, and will fulfill, all of your obligations under the **group policy**.

Intentional deception

If we learn that you or a **covered person** defrauded us or that a **covered person** intentionally misrepresented material facts, we can and may take actions that can have serious consequences for coverage. These serious consequences include, but are not limited to:

- Loss of coverage, starting at some time in the past. If we paid claims for past coverage, we are entitled to receive money back.
- Loss of coverage going forward.
- Denial or termination of benefits.
- Recovery of amounts we already paid.

We also may report fraud to law enforcement.

Responsibility for conduct

Employees and agents

We are responsible to you for what our employees and other agents do.

We are not responsible to you for what is done by others, such as **providers**. They are not our employees or agents. **Providers** in our network are what the law calls our independent contractors. That simply means we have a business relationship with them and they are not our employees or agents.

Indemnification – in general

We agree to indemnify and hold you harmless against that portion of your liability to third parties as determined by a court of final jurisdiction or by binding arbitration caused directly by our willful misconduct, criminal conduct or material breach of this **group policy**.

You agree to indemnify and hold us harmless against that portion of our liability to third parties as determined by a court of final jurisdiction or by binding arbitration caused directly by your:

- Negligence
- Breach of the **group policy**
- Breach of **applicable laws**
- Willful misconduct
- Criminal conduct
- Fraud
- Breach of a fiduciary responsibility in the case of an action under ERISA, related to or arising out of this **group policy** or your role as employer or plan sponsor, as defined by ERISA

These indemnification obligations end with the **group policy**, except as to any matter concerning a claim that has been made in writing within 365 days after termination.

Indemnification – federal law requirements

You shall indemnify us and hold us harmless for our liability that is directly caused by your:

- Negligence
- Breach of the **group policy**
- Breach of **applicable laws**
- Willful misconduct

and your act or failure to act was related to or arose out of your obligation to deliver the Summary of benefits and coverage and Notices of material modification.

Your and our rights and duties in this section survive termination of the **group policy**.

General provisions – content and interpretation of the group policy

Compliance with law

You and we shall interpret the **group policy** so it complies with **applicable laws.**

If the **group policy** omits or misstates any right or duty under applicable laws, you and we shall implement the **group policy** as though the right or duty is stated correctly in the **group policy**.

If any provision of the **group policy** is invalid or illegal, you and we shall implement the **group policy** as though the provision is not in the **group policy**.

Changes to the group policy

The **group policy** may be amended by mutual consent and in writing.

We may change or end some or all coverage under this **group policy** by notice, if we act as required by applicable laws for uniform modification of coverage and uniform termination of coverage.

We may amend the **group policy** by notice. We must give you 30 days advance written notice. Our amendment will not:

- Reduce benefits or coverage
- Eliminate benefits or coverage
- Increase benefits or coverage with a concurrent increase in **premium** during the current **group policy** term, other than increased benefits or coverage required by **applicable** law

Payment of the applicable **premium** on the **effective date** of any amendment is your consent to any amendment requiring your consent.

Changes to the **group policy** do not require the consent of any employee or of any other person. All agreements made by us are signed by an authorized executive officer of **Aetna**. Only an authorized officer of **Aetna** may change or waive any of the policy terms or make any agreement binding us.

The **group policy** shall be deemed to be automatically amended to conform with the provisions of **applicable laws**. You will not have to give written agreement of a change in the **group policy** if:

- You asked for the change and we have agreed to it
- The change is needed to correct an error in the **group policy**, including any booklet-certificate issued to anyone
- The change is needed so that the **group policy** will conform to any law, regulation or ruling of a jurisdiction that affects a person covered under this **group policy** or the Federal Government
- We initiated the change and this will not result in either a reduction or elimination in benefits or coverage or an increase in **premium**

You will have to give written agreement of a change in the **group policy**:

- That reduces or eliminates benefits or coverage
- 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 your written agreement of those changes on behalf of all persons covered under this **group policy**.

Entire group policy

The **group policy** replaces and supersedes:

- All other prior group policies of dental coverage between us
- Any other prior written or oral understandings, negotiations, discussions or arrangements between us related to this dental coverage

Waiver

Only an officer of **Aetna** may waive a requirement of the **group policy**.

We may fail to implement or fail to insist upon compliance with a provision of the **group policy** at any given time or times. Our failure to implement or to insist on compliance is not a waiver of our right to implement or insist upon compliance with that provision at any other time or times.

General provisions – administration of the group policy

Aetna name, symbols, trademarks and service marks

We control the use of our name and of our symbols, trademarks and service marks presently existing or subsequently established. You shall not use any of them in advertising or promotional materials or in any other way without our prior written consent. You shall stop any and all use immediately upon our direction or upon termination of the **group policy**.

Assignment and delegation

You shall not assign any right or delegate any duty under the **group policy** unless we approve it in writing in advance.

We may delegate some of our functions under the **group policy** to third parties. We may also change or end these delegations. We do not need to give you advance notice to enter into, change or end these arrangements, and we do not need your consent.

Claim determinations – ERISA claim fiduciary (**Applies to employer-based ERISA plans. It doesn't apply to government or church plans and other plans not subject to ERISA**.)

We are a fiduciary for the purpose of section 503 of Title 1 of the Employee Retirement Income Security Act of 1974. We have authority to review all denied claims for benefits under this **group policy**. In exercising this fiduciary responsibility, we have discretionary authority:

- To determine whether and to what extent **covered persons** are entitled to benefits
- To construe any disputed or doubtful terms under the **group policy**.

Our review of claims for benefits may include the use of software and other tools to take into account factors such as:

- An individual's claim history
- A **provider's** billing patterns
- Complexity of the service or treatment
- Amount of time and degree of skill needed
- The manner of billing

Correcting our administrative errors

A clerical error in keeping records or a delay in making an entry will not alone determine whether there is coverage. We will determine the facts and decide if coverage is in force and its amount. We will make a fair adjustment in **premium** if correction of the error or delay changes coverage.

We may correct, withdraw, or replace the **group policy**, any booklet-certificate, any schedule of benefits and any other document issued with an error or issued in error.

Correcting your honest mistakes

If you or any employee make an honest mistake of fact, we may make a fair change in **premium**. If the misstatement affects the existence or amount of coverage, we will use the true facts to determine whether coverage is or remains in effect and its amount.

Discrimination prohibited

You shall not encourage or discourage enrollment in the coverage provided by the **group policy** based on health status or health risk.

You shall act so as not to discriminate unfairly between persons in like situations at the time of the action.

Financial Sanctions Exclusions

If coverage provided by this **group policy** violates or will violate any economic or trade sanctions, the coverage is immediately considered invalid. For example, we 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 Assets Control (OFAC) license. For more information, visit http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx .

Incontestability

We will not use a statement you make to void this **group policy** after it has been in force for 2 years from its **effective date**.

We will use only a statement in writing that you or a **covered person** makes, to do any of the following:

- To void coverage of the **covered person**
- To deny coverage of the **covered person**
- To deny a claim for benefits by the **covered person**

We will not use a statement by a **covered person** to deny a claim for benefit more than 2 years after the statement was made.

Notices

The **group policy** requires or permits notice to each other. These notices shall be in writing.

Notice may be delivered:

- In person, and is effective upon delivery
- By United States mail, sent first class, postage prepaid, and is effective three U.S. Postal Service delivery days following the date of mailing
- By commercial carriers UPS and FedEx, effective upon delivery
- By e-mail, facsimile or other electronic means, effective upon sending

Notice sent to us by mail and commercial carrier shall be sent to:
Aetna
151 Farmington Avenue
Hartford, Connecticut 06156

Notice sent to you by mail and commercial carrier shall be sent to:
Name of **policyholder -** Iota Community Schools
6000 Poplar Avenue, Suite #250
Memphis, TN 38119

You and we must designate specific e-mail addresses, fax numbers or other electronic means in writing for purpose of notices.

Policies and procedures

We have the right to adopt reasonable policies, procedures, rules, and interpretations of the **group policy** in order to promote orderly and efficient administration. You and all **covered persons** are bound by and shall comply with them. You will certify your compliance with them upon our request or as required specifically by the **group policy**.

Third party rights

This **group policy** does not give any rights or impose any duties on third parties except as specifically stated.

Final rates schedule

Dental coverage

Final rates schedule effective date: July 1, 2024

The current **premium** rates for the coverage provided under this **group policy** are on record with the **policyholder** and us.