

Aetna Life Insurance Company



Texas Life, Accident, Health & Hospital Service
Insurance Guaranty Association

Important Information About Coverage Under The Texas Life and Health Insurance Guaranty Association (For Insurers Declared Insolvent or Impaired on or After September 1, 2011)

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association (the "Association") administers this protection system. Only the policyholders of insurance companies which are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Chapter 463.)

It is possible that the Association may not protect all or part of your policy because of statutory limitations.

Eligibility for Protection by the Association

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas at the time (**regardless of where the policyholder lived when the policy was issued**)
- Residents of other states, ONLY if the following conditions are met:
 1. The policyholder has a policy with a company domiciled in Texas;
 2. The policyholder's state of residence has a similar guaranty association; and
 3. The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

Limits of Protection by the Association

Accident, Accident and Health, or Health Insurance:

- For each individual covered under one or more policies; up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, and \$200,000 for other types of health insurance.

Life Insurance:

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on a single life; or
- Death benefits up to a total of \$300,000 under one or more policies on a single life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

Individual Annuities:

- Present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of \$250,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

Aggregate Limit:

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

Insurance companies and 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. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.

Texas Life and Health
Insurance Guaranty Association
515 Congress Avenue,
Suite 1875
Austin, Texas 78701
800-982-6362 or
www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439
www.tdi.texas.gov

Aetna Life Insurance Company

Group accident and health insurance policy

The group accident and health insurance policy ("group policy") is by and between

Aetna Life Insurance Company

(Aetna, we, us, or our)

and

Bean Electrical, Inc.

(Policyholder, you, or your)

Group policy number: GP-0175874
Date of issue: November 9, 2021
Effective date: November 1, 2021
Renewal date: November 1, 2022

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 the 12 consecutive month period beginning on the **effective date**.
Subsequent terms shall be the 12 consecutive month period beginning 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 policy is non-participating.

This policy is governed by applicable federal law and the laws of Texas.

Important Note:

This is not a policy of workers' compensation insurance. The employer does not become a subscriber to the workers' compensation system by purchasing this policy, and if the employer is a non-subscriber, the employer loses those benefits which would otherwise accrue under the workers' compensation laws. The employer must comply with the workers' compensation law as it pertains to non-subscribers and the required notifications that must be filed and posted.



Dan Finke
President
Aetna Life Insurance Company
(A Stock Company)

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The group policy

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

- Your group application
- This group policy
- The booklet-certificate(s)
- The schedule of benefits
- Any riders and amendments to the group policy, the booklet-certificate, and the schedule of benefits as stated below

A booklet-certificate consists of a booklet-certificate and any schedule of benefits, amendment or rider form which may be issued to support or amend the booklet-certificate.

All policy attachments and booklet-certificate documents that are part of the complete 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, or if you wish to discuss it, contact your agent. If you did not use an agent to purchase your coverage, or if you have additional questions, you may contact us at:

Aetna

151 Farmington Avenue
Hartford, Connecticut 06156
1-800-872-3862

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

Definitions

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.

Covered person

An employee or a dependent of one 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 we first cover you under the group policy.

Final rates and fees schedule effective date

Date stated on the *Final rates and fees schedule*.

Premium due date

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

Renewal date

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

Bean Electrical, Inc. and entities associated with it for purpose of coverage under this group policy.

Premium

Premium – rates and amount due

The premium rates are stated in the *Final rates and fees schedule*. We will provide you with a new final rates and fees schedule if and 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 sum of the premium charges for the coverage we provide. 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 last day of the month after you notify us the person's coverage ends, if you notify us:

- At least 30 days before coverage ends, or
- Before the last day of the month the **covered person** becomes covered under:
 - COBRA or state continuation
 - Another health plan.

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. We will explain these changes in factors in our rate quote to you.

We may change the premium rates as of a **premium due date** during any following term. Any rate change, however, will not be applied more frequently than annually or as allowed by federal or state law or regulation.

We will let you know in writing of any change in premium rates 60 days before they take effect.

Premium – experience credit

We may declare an experience credit at the end a plan year. We do not have to declare any experience credit.

If we declare an experience credit, we may return the amount of the credit to you:

- By electronic fund transfer
- By applying the amount to the premium due in the current or next plan year
- By any other manner that we and you agree to

We can require you to share an experience credit with your employees in a manner reasonably acceptable to us, as a condition of our giving the credit. If the sum of employee contributions for coverage exceeds the sum of premium paid less any experience credits, we will require you to apply at least the excess experience credit for the sole benefit of employees.

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. If we have not received all premiums 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 of the group policy.

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 on time, we will charge you interest on the total premium amount that is overdue. Overdue premium includes amounts due but not yet paid after the end of 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 costs of suit.

Premium – eligibility corrections

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

- We billed you based on eligibility information you provided us
- The person did not pay the required premium contribution for the period
- The eligibility information included a person who was not eligible for coverage
- You request that we retroactively drop the person from coverage

Our credit of premium is limited to 2 month's credit for a person whose loss of eligibility occurred more than 60 days before the date you notified us. We may reduce the credits by the amount of any benefit payments we may have made on behalf of such persons before you notified us that the person was not eligible for 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**. We will give 10 days prior written notice to you of the requirement for the repayment of the waived premium.

Fees for special services and assessments

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 we provide.

The special services are:

- Us billing you for amounts due in a non-electronic medium.
- Us accepting 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.
- Us handling your check returned to us due to insufficient funds. We may return the check to you without a second attempt to cash it.
- Reinstatement of 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 and fees schedule* lists the special service fees. We may change any fee on 30 days advance notice to you. We will provide you with a new *Final rates and fees schedule* if and when the amount of any fee changes. The new schedule will state its **effective date**.

Payment for third party technology provider

We will pay a third party technology provider you choose to provide services related to the administration for this group policy. The fee we pay them will be an agreed upon amount between you and us. If we stop payment to the third party technology provider, we will give you [30-60] days advance notice.

Assessments

We may charge you a pro rata allocation of any assessments we receive for state high risk pools and other state programs.

Fees and assessments – when due

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

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. If we have not received all premiums and fees and assessments 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 of the group policy.

Fees and assessments – how billed and paid

We may bill you electronically. You shall pay fees and assessments 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 and assessments – overdue amounts

You shall pay us interest on the total amount of fees and assessments that is overdue. Overdue fees and assessments 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 and assessments, including reasonable attorney fees and costs of suit.

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 federal and state 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 federal and state laws.

We will protect the personal health information of **covered persons** as required by federal and state 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, call the toll-free Member Services number on your member ID card or log on to www.aetna.com.

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 Patient Protection and Affordable Care Act (ACA) requirements

You shall distribute two documents required by the federal ACA:

- Summary of benefits and coverage (SBC)
- Notices of material modifications

You shall distribute them to your employees and their dependents, in accordance with the federal delivery, timing, and trigger requirements.

You shall certify to us on an annual basis and upon our request, that you have distributed them and will distribute them consistent with the ACA. You shall give us your certification within 30 calendar days of our request.

You shall give us information or proof upon our request, that you have distributed them and will distribute them consistent with the ACA. The information or proof must be in a form we will accept. You shall give us the information or proof within 30 calendar days of our request.

Your duties and our rights in the ACA requirements provision survive termination of the group policy.

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 as required by applicable federal and state laws, the booklet-certificate and schedule of benefits that we provide you.

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 – eligibility

You shall send us eligibility 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 eligibility 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 federal and state laws and the group policy, we will not stop covering a person until you send us the information to terminate coverage. A **covered person** is eligible until the end of the month in which you notify us coverage ends. See the *Premium* section for more information.

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

- An employee's employment ceases, or
- 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.

90 day waiting period limitation

Your plan can't have a waiting period of more than 90 days. That means employees and their dependents must be able to begin health coverage within 90 days. This is a requirement of the ACA. It applies both to you and to us.

You will give us **effective dates** for your employees and their dependents that take into account all state and federal waiting period requirements. You acknowledge that we will rely on this information. You will inform us immediately if this information changes.

We will use this **effective date** information to enroll eligible employees and their dependents into the group plan.

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 federal and state laws. Your notification will include:

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

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

Your duties and our rights in this *Notices – termination of coverage* 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 and 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 premiums and fees and assessments due as of the beginning of the grace period. The *Premiums* 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
- 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 state law
 - If you fail to meet our contribution 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 the renewal date after you fail to meet our group size or participation requirements that apply to this group policy. We will only do this if you fail to meet them for six months in a row.
- Upon 90 days written notice to you and the Commissioner (or such longer notice period as applicable federal and state laws require,) if we cease to offer the product provided by this group policy. We will tell you if we offer a similar product that you can buy to replace the coverage.
- Upon 180 days written notice to you and the Commissioner (or such longer notice period as applicable federal and state laws requires,) if we act as required by applicable federal and state laws for uniform termination of coverage.

We may rescind the group policy and all coverage it provides for fraud or intentional misrepresentation of material fact upon 30 days advance written notice. The notice will state the effective date of rescission.

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, or, 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 owe us any unpaid premium
- We 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 federal and state 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 30 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. This is called rescission.
- Loss of coverage going forward
- Denial or termination of benefits
- Recovery of amounts we already paid

We also may report fraud to law enforcement.

Rescission means you or a **covered person** loses coverage both going forward and going backward. If we paid claims for past coverage, we are entitled to receive the money back.

A **covered person** has special rights if we rescind coverage just for that individual:

- We will give the **covered person** 30 days advance written notice of any rescission of coverage.
- The **covered person** has the right to an **Aetna** appeal.
- The **covered person** has the right to a third party review conducted by an independent review organization.

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 voluntary 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 voluntary arbitration caused directly by your:

- Negligence
- Breach of the group policy
- Breach of applicable federal and state 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 federal and state laws that apply or
- 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

General provisions – content and interpretation of the group policy

Applicable law

Applicable law means 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.

Compliance with law

You and we shall interpret the group policy if possible so it complies with applicable federal and state laws.

If the group policy omits or misstates any right or duty under applicable federal and state 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 a writing to which we both consent.

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

We may amend the group policy by notice at the time of renewal. We must give you 60 days advance written notice. Our amendment:

- Will not reduce benefits or coverage
- Will not eliminate benefits or coverage
- Will not increase benefits or coverage with a concurrent increase in premium during the current group policy term, other than increased benefits or coverage required by 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 and regulations. 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 change 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 accident and health coverage between us
- Any other prior written or oral understandings, negotiations, discussions or arrangements between us related to this accident and health 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 will review all denied claims for benefits under this group policy:

- 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 review the facts to determine 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.

The group policy, any booklet-certificate, any schedule of benefits and any other document issued with an error or issued in error may be corrected, withdrawn or replaced, subject to the *Incontestability* section of the **group policy**.

Correcting your honest mistakes

If you or any employee makes 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 under this policy violates or will violate any economic or trade sanctions, the coverage will be invalid immediately. For example, we cannot pay for **eligible health services** if it violates a financial sanction regulation. This includes sanctions related to a person or a country under sanction by the United States, unless it is allowed under a written license from the Office of Foreign Asset Control (OFAC). You can find out more by visiting <http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>

Incontestability

Except for fraud, a statement made by you or a **covered person** is a representation and not a warranty. 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 (if we provide a copy of the statement to you or your authorized representative) 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 or
- 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:

Bean Electrical, Inc.
821 E Enon Avenue
Fort Worth, TX 76140

You and we must designate specific e-mail addresses, facsimile 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** shall comply with them. You will certify your compliance with them upon our request or as required specifically by the group policy.

Third parties rights

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

Final rates and fees schedule

The current premium rates for all of the coverages provided under the policy are on record with us and the **policyholder**.