

SERFF Tracking Number: AENX-126288380 State: Arkansas
Filing Company: Aetna Life Insurance Company State Tracking Number: 43371
Company Tracking Number: AH AR0183801F01
TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001C Any Size Group - Other
Product Name: 2009 Regulatory
Project Name/Number: 2009 Regulatory/AH AR0183801F01

Filing at a Glance

Company: Aetna Life Insurance Company

Product Name: 2009 Regulatory

TOI: H16G Group Health - Major Medical

Sub-TOI: H16G.001C Any Size Group - Other

Filing Type: Form

SERFF Tr Num: AENX-126288380 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 43371

Co Tr Num: AH AR0183801F01

Author: SPI AetnaSPI

Date Submitted: 09/01/2009

State Status: Approved-Closed

Reviewer(s): Rosalind Minor

Disposition Date: 10/22/2009

Disposition Status: Approved-
Closed

Implementation Date:

Implementation Date Requested:

State Filing Description:

General Information

Project Name: 2009 Regulatory

Project Number: AH AR0183801F01

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 10/22/2009

Deemer Date:

Submitted By: SPI AetnaSPI

Filing Description:

The purpose of this filing is to add a continuation of coverage provision designed to comply with federal law HR 2851, also known as Michelle's Law. This continuation provision operates to permit the continuation of health insurance coverage for a dependent child who loses his or her eligibility under the parent's group health plan due to a disabling illness or injury which causes the child to take a medically necessary leave of absence from school.

Company and Contact

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 05/01/2009

Domicile Status Comments: These forms have been approved for use outside of Connecticut, our domicile state, on May 01, 2009.

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer

Explanation for Other Group Market Type:

State Status Changed: 10/22/2009

Created By: SPI AetnaSPI

Corresponding Filing Tracking Number:

SERFF Tracking Number: AENX-126288380 State: Arkansas
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 Product Name: 2009 Regulatory
 Project Name/Number: 2009 Regulatory/AH AR0183801F01

Filing Contact Information

John Ciesielski, Product and Regulatory Affairs CiesielskiJW@Aetna.com
 Manager
 151 Farmington Avenue 860-279-1282 [Phone]
 Mail Stop RW61 860-952-2069 [FAX]
 Hartford, CT 06156

Filing Company Information

Aetna Life Insurance Company	CoCode: 60054	State of Domicile: Connecticut
151 Farmington Avenue	Group Code: 1	Company Type:
Hartford, CT 06156	Group Name: Aetna	State ID Number:
(860) 273-7546 ext. [Phone]	FEIN Number: 06-6033492	

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: Payment of filing fee of \$50.00.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Aetna Life Insurance Company	\$50.00	09/01/2009	30243298

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	10/22/2009	10/22/2009

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	10/12/2009	10/12/2009	SPI AetnaSPI	10/20/2009	10/20/2009
Pending Industry Response	Rosalind Minor	09/22/2009	09/22/2009	SPI AetnaSPI	10/08/2009	10/08/2009

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Disposition

Disposition Date: 10/22/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Cover Letter GR-9 N/ GR-9	Approved-Closed	Yes
Supporting Document	EOV GR-9N 31-015 05	Approved-Closed	Yes
Supporting Document	EOV GR-9N 32-040 02	Approved-Closed	Yes
Supporting Document	EOV GR-9 12333 Ed. 05/09	Approved-Closed	Yes
Supporting Document	EOV GR-9 12334 Ed. 05/09	Approved-Closed	Yes
Form (revised)	Continuing Health Care Benefits	Approved-Closed	Yes
Form	Continuing Health Care Benefits	Replaced	Yes
Form	Continuing Health Care Benefits	Replaced	Yes
Form	Effect of Prior Coverage - Transferred Business	Approved-Closed	Yes
Form	Continuation of Coverage for Disabled Students on MLOA	Approved-Closed	Yes
Form	Effect of Prior Coverage - Transferred Business	Approved-Closed	Yes

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 10/12/2009

Submitted Date 10/12/2009

Respond By Date

Dear John Ciesielski,

This will acknowledge receipt of the captioned filing.

Objection 1

- Continuing Health Care Benefits, GR-9N 31-015 05 (Form)

Comment:

On Page 2, mid-page, there is a statement that reads: Proof that your child is fully handicapped must be submitted to Aetna no later than (31-120 days) after the date your child reaches the maximum aage under your plan.

In my objection letter, I failed to called to your attention Bulletin 14-81A which states that you may request the insured to submit notice of such incapacity, but you cannot establish a time limit for providing this notice.

Thank you for your cooperation in this matter.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Response Letter

Response Letter Status Submitted to State

Response Letter Date 10/20/2009

Submitted Date 10/20/2009

Dear Rosalind Minor,

Comments:

revised GR 9N 31-015 05

Response 1

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Comments: As directed, page revised

Related Objection 1

Applies To:

- Continuing Health Care Benefits, GR-9N 31-015 05 (Form)

Comment:

On Page 2, mid-page, there is a statement that reads: Proof that your child is fully handicapped must be submitted to Aetna no later than (31-120 days) after the date your child reaches the maximum aage under your plan.

In my objection letter, I failed to called to your attention Bulletin 14-81A which states that you may request the insured to submit notice of such incapacity, but you cannot establish a time limit for providing this notice.

Thank you for your cooperation in this matter.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Continuing Health Care Benefits	GR-9N 31-015 05		Certificate Amendment, Insert Page, Endorsement or Rider	Initial		0.000	GR-9N 31-015 05.PDF
Previous Version							
Continuing Health Care Benefits	GR-9N 31-015 05		Certificate Amendment, Insert Page, Endorsement or Rider	Initial		0.000	GR-9N 31-015 05.PDF
Continuing Health Care Benefits	GR-9N 31-015 05		Certificate Amendment, Insert Page, Endorsement or Rider	Initial		0.000	GR-9N 31-015 05.PDF

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No Rate/Rule Schedule items changed.

page revised

Sincerely,
SPI AetnaSPI

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/22/2009
Submitted Date 09/22/2009
Respond By Date 10/22/2009

Dear John Ciesielski,

This will acknowledge receipt of the captioned filing.

Objection 1

- Continuing Health Care Benefits, GR-9N 31-015 05 (Form)

Comment:

Under Handicapped Dependent, please refer to the sentence that refers to Proof of child's handicapped. The sentence states that proof must be submitted no later than (31-120 days) after the date your child reaches the maximum age under your plan.

ACA 23-86-108(4) states that there can be no time limit set for furnishing proof of incapacity.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Response Letter

Response Letter Status Submitted to State
Response Letter Date 10/08/2009
Submitted Date 10/08/2009

Dear Rosalind Minor,

Comments:

FILING RESPONSE

Response 1

Comments: Revised form is included to comply with ACA 23-86-108 (4)

Related Objection 1

SERFF Tracking Number: AENX-126288380 State: Arkansas
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 Product Name: 2009 Regulatory
 Project Name/Number: 2009 Regulatory/AH AR0183801F01

Applies To:

- Continuing Health Care Benefits, GR-9N 31-015 05 (Form)

Comment:

Under Handicapped Dependent, please refer to the sentence that refers to Proof of child's handicapped. The sentence states that proof must be submitted no later than (31-120 days) after the date your child reaches the maximum age under your plan.

ACA 23-86-108(4) states that there can be no time limit set for furnishing proof of incapacity.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
<i>Continuing Health Care Benefits</i>	<i>GR-9N 31-015 05</i>		<i>Certificate Amendment, Insert Page, Endorsement or Rider</i>	<i>Initial</i>		<i>0.000</i>	<i>GR-9N 31-015 05.PDF</i>
Previous Version							
<i>Continuing Health Care Benefits</i>	<i>GR-9N 31-015 05</i>		<i>Certificate Amendment, Insert Page, Endorsement or Rider</i>	<i>Initial</i>		<i>0.000</i>	<i>GR-9N 31-015 05.PDF</i>

No Rate/Rule Schedule items changed.

revised forms attached

Sincerely,
 SPI AetnaSPI

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Form Schedule

Lead Form Number: GR-9N 31-015 05

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 10/22/2009	GR-9N 31-015 05	Certificate	Continuing Health Care Benefits t, Insert Page, Endorsement or Rider	Initial		0.000	GR-9N 31-015 05.PDF
Approved-Closed 10/22/2009	GR-9N 32-040 02	Certificate	Effect of Prior Coverage - Transferred Business Page, Endorsement or Rider	Initial		0.000	GR-9N 32-040 02.PDF
Approved-Closed 10/22/2009	GR-9 12333 Ed. 05/09	Certificate	Continuation of Coverage for Disabled Students on MLOA Page, Endorsement or Rider	Initial		0.000	GR-9 12333 Ed_05_09.PDF
Approved-Closed 10/22/2009	GR-9 12334 Ed. 05/09	Certificate	Effect of Prior Coverage - Transferred Business Page, Endorsement or Rider	Initial		0.000	GR-9 12334 Ed_05_09.PDF

Continuing Health Care Benefits

Continuing Coverage for Dependents After Your Death

If you should die while enrolled in this plan, your dependent's [health care] coverage [except Dental Expense Insurance,] will continue as long as:

- You were covered at the time of your death,
- Your coverage, at the time of your death, is not being continued after your employment has ended, as provided in the *When Coverage Ends* section;
- A request is made for continued coverage within [31 - 90 days] after your death; and
- [Payment is made for the coverage.]

Your dependent's coverage will end when the first of the following occurs:

- The end of the [6 - 24 month] period following your death;
- He or she no longer meets the plan's definition of "dependent;"
- Dependent coverage is discontinued under the group contract;
- He or she becomes eligible for comparable benefits under this or any other group plan; or
- Any required contributions stop; and
- For your spouse, the date he or she remarries.

If your dependents' coverage is being continued for your dependents, a child born after your death will also be covered.

Continuing Coverage for Dependent Students on Medical Leave of Absence

If your dependent child who is eligible for coverage and enrolled in this plan by reason of his or her status as a full-time student at a postsecondary educational institution ceases to be eligible due to:

- a medically necessary leave of absence from school; or
- a change in his or her status as a full-time student,

resulting from a serious **illness** or **injury**, such child's coverage under this plan may continue.

Coverage under this continuation provision will end when the first of the following occurs:

- The end of the [12 - 36 month] period following the first day of your dependent child's leave of absence from school, or a change in his or her status as a full-time student;
- Your dependent child's coverage would otherwise end under the terms of this plan;
- Dependent coverage is discontinued under this plan; or
- You fail to make any required contribution toward the cost of this coverage.

To be eligible for this continuation, the dependent child must have been enrolled in this plan and attending school on a full-time basis immediately before the first day of the leave of absence.

To continue your dependent child's coverage under this provision you should notify [your employer] [**Aetna**] as soon as possible after your child's leave of absence begins or the change in his or her status as a full-time student. **Aetna** may require a written certification from the treating

physician which states that the child is suffering from a serious **illness** or **injury** and that the resulting leave of absence (or change in full-time student status) is medically necessary.

Important Note:

If at the end of this [12 month] continuation period, your dependent child's leave of absence from school (or change in full-time student status) continues, such child may qualify for a further continuation of coverage under the Handicapped Dependent Children provision of this plan. Please see the section, *Handicapped Dependent Children*, for more information.

Handicapped Dependent Children

[Life Insurance, Accidental Death and Personal Loss Coverage, and Health Expense Coverage] for your fully handicapped dependent child may be continued past the maximum age for a dependent child. However:

- [Life Insurance and Accidental Death and Personal Loss Coverage may not be continued if the child has been issued an individual life conversion policy.]
- [Life Insurance and Accidental Death and Personal Loss Coverage may not be continued if at the time you become eligible for dependent coverage under this plan your child's age has exceeded the maximum age for dependent children under this plan, even if your child was covered under a prior group plan on the day before this plan takes effect.]
- [Health Expense Coverage may not be continued if the child has been issued an individual medical conversion policy.]

Your child is fully handicapped if:

- He or she is not able to earn his or her own living because of mental retardation or a physical handicap which started prior to the date he or she reaches the maximum age for dependent children under your plan; and
- He or she depends chiefly on you for support and maintenance.

Proof that your child is fully handicapped must be submitted to **Aetna** after the date your child reaches the maximum age under your plan.

Coverage will cease on the first to occur of:

- Cessation of the handicap.
- Termination of Dependent Coverage as to your child for any reason other than reaching the maximum age under your plan.

At the request and expense of **Aetna**, proof that your child is fully handicapped must be submitted to **Aetna** by your Employer. In no event will this requirement preclude any eligible dependent, regardless of age. If such incapacity or dependency is removed or terminated, your Employer shall notify **Aetna**.

[Important Note:

GR-9N
31-015
05

Your dependent may be eligible to convert to a personal policy. Please see the section, *Converting to an Individual Health Insurance Policy* for more information.]

Effect of Prior Coverage - Transferred Business

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

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

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

The beneficiary you named under a prior **Aetna** life insurance or accidental death benefit or accidental death and personal loss coverage plan will apply to this plan. This can be changed according to the terms of this plan.

[The **Active Work** Rule will not apply on the day after the date your prior coverage terminates.] [By mutual agreement between **Aetna** and the Policyholder, the **Active Work** Rule will, on the day after the date your prior coverage terminates, not apply to you if your name is given to **Aetna** by that day.] The amount of your life insurance or accidental death benefit coverage will be the amount in effect under the prior coverage on the day before you become insured for Life Insurance accidental death benefit or accidental death and personal loss coverage under this policy.]

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

- The Rules do not provide a greater amount of Life Insurance or and accidental death and personal loss coverage than your amount under the prior coverage; or
- Your life insurance or accidental death benefit and accidental death and personal loss coverage had not been reduced under the prior coverage due to age or retirement.]

[The Permanent and Total Disability Extended Benefit will apply to you if you become insured in accordance with this provision as if you had become disabled while covered for Life Insurance under this policy, but only:

- If any disability extension of the prior coverage ceased solely because the coverage discontinued; and
- If you submit written notice of claim and proof of total and permanent disability no later than 12 months from the date you become insured.]

Effect of Prior Coverage - Transferred Business (continued)

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

This provision shall terminate if:

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

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

Your coverage under the Long Term Disability Coverage section of this plan replaces and supersedes any prior like coverage. It will be in exchange for everything under such prior coverage. If you become entitled to claim under such prior coverage, your Long Term Disability Coverage under this plan will be canceled. This will be done as of its effective date. Any premiums paid for your Long Term Disability Coverage under this plan will be returned to [you] [your employer.]

Coverage under any other section of this plan will be in exchange for all privileges and benefits provided under any like prior coverage. Any benefits provided under such prior coverage may reduce benefits payable under this plan.

The beneficiary you named under a prior **Aetna** accidental or special accidental death and dismemberment coverage plan will apply to this plan. This can be changed according to the terms of this plan.

If:

- A dependent child's eligibility under the prior coverage is a result of his or her status as a full-time student at a postsecondary educational institution; and
- Such dependent child is in a period of coverage continuation pursuant to a medically necessary leave of absence from school (or change in full-time student status); and
- This plan provides coverage for eligible dependents;

coverage under any Major or Comprehensive Medical Expense Coverage section of this plan will continue uninterrupted as to such dependent child for the remainder of the continuation period as provided under the section, *Continuing Coverage for Dependent Students on Medical Leave of Absence*.

If part or all of your **deductible** under any section of a prior **Aetna** Major or Comprehensive Medical Expense Insurance Plan has been applied against covered medical expenses incurred by you, your **deductible** under any Comprehensive Medical Expense Coverage section of this plan will, for the [calendar] year in which you become covered, be reduced by the amount so applied. This will be done only if such expenses are incurred by you during:

- The [calendar] year in which you become covered under any Comprehensive Medical Expense Coverage section of this plan; or
- The last 3 months of the [calendar] year right before the year you coverage takes effect.

[If any benefits have been paid to or accrued by you under any such section of your prior coverage, your maximum benefit under the Comprehensive Medical Expense Coverage section of this plan will be reduced. It will be reduced by the total amount of benefits still charged against your maximum benefit under your prior coverage on the day before you become covered under the Comprehensive Medical Expense Coverage section of this plan.]

For purposes of this provision, prior coverage will mean any previous coverage with **Aetna**.

Continuation of Coverage For Dependent Students on Medical Leave of Absence

If a dependent child, who is eligible for coverage and enrolled in this Plan by reason of his or her status as a full-time student at a postsecondary educational institution, ceases to be eligible due to:

- a medically necessary leave of absence from school; or
- a change in his or her status as a full-time student,

resulting from a serious disease or injury, such child's Health Expense Coverage under this Plan may be continued.

Coverage under this continuation provision will end when the first of the following occurs:

- The end of the [12 month] period following the first day of your dependent child's leave of absence from school, or a change in his or her status as a full-time student;
- Your dependent child's coverage would otherwise end under the terms of this Plan;
- Dependent coverage is discontinued under this Plan; or
- You fail to make any required contribution toward the cost of this coverage.

To be eligible for this continuation, the dependent child must have been enrolled in this Plan and attending school on a full-time basis immediately before the first day of the leave of absence.

To continue your dependent child's coverage under this provision you should notify [your employer] [Aetna] as soon as possible after your child's leave of absence begins or the change in his or her status as a full-time student. Aetna may require a written certification from the treating **physician** which states that the child is suffering from a serious disease or injury and that the resulting leave of absence (or change in full-time student status) is medically necessary.

Effect Of Benefits Under Other Plans

Effect of Prior Coverage - Transferred Business

If the coverage of any person under any part of this Plan replaces any prior coverage of the person, the rules below apply to that part.

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

[A person's Life Insurance under this Plan replaces and supersedes [Term Insurance under] any prior life insurance. It will be in exchange for everything [as to Term Insurance] under the prior life insurance. If you or your beneficiary become entitled to claim [for Term Insurance] under the prior life insurance, your Life Insurance under this Plan will be canceled. This will be done as of its effective date. Any premiums paid for your Life Insurance under this Plan will be returned to your Employer.]

The mode of settlement you chose and the beneficiary you named under a prior Aetna life insurance plan will apply to this Plan. This can be changed according to the terms of this Plan.]

[A person's coverage under the Long Term Disability Coverage section of this Plan replaces and supersedes any prior like coverage. It will be in exchange for everything under such prior coverage. If you become entitled to claim under such prior coverage, your Long Term Disability Coverage under this Plan will be canceled. This will be done as of its effective date. Any premiums paid for your Long Term Disability Coverage under this Plan will be returned to you your Employer.]

Coverage under any other section of this Plan will be in exchange for all privileges and benefits provided under any like prior coverage. Any benefits provided under such prior coverage may reduce benefits payable under this Plan.

[The beneficiary you named under a prior Aetna accidental or special accidental death and dismemberment coverage plan will apply to this Plan. This can be changed according to the terms of this Plan.]

[If:

- A dependent child's eligibility under the prior coverage is a result of his or her status as a full-time student at a postsecondary educational institution; and
- Such dependent child is in a period of coverage continuation pursuant to a medically necessary leave of absence from school (or change in full-time student status); and
- This plan provides coverage for eligible dependents;

coverage under any Major or Comprehensive Medical Expense Coverage section of this Plan will continue uninterrupted as to such dependent child for the remainder of the continuation period as provided under the section, *Continuing Coverage for Dependent Students on Medical Leave of Absence.*]

[If part or all of a person's Deductible under any section of a prior Aetna major or comprehensive medical expense plan has been applied against covered medical expenses incurred by him or her, his or her Deductible under any Comprehensive Medical Expense Coverage section of this Plan will, for the calendar year in which he or she becomes covered, be reduced by the amount so applied. This will be done only if such expenses are incurred by him or her during:

- the calendar year in which he or she becomes covered under any Comprehensive Medical Expense Coverage section of this Plan; or
- the last 3 months of the calendar year right before the year his or her coverage takes effect.

If any benefits have been paid or accrued as to a person under any such section of his or her prior coverage, his or her Maximum Benefit under the Comprehensive Medical Expense Coverage section of this Plan will be reduced. It will be reduced by the total amount of benefits still charged against his or her maximum benefit under his or her prior coverage on the day before he or she becomes covered under the Comprehensive Medical Expense Coverage section of this Plan.]

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State: Arkansas
State Tracking Number: 43371
Sub-TOI: H16G.001C Any Size Group - Other

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Application Bypass Reason: Not Applicable Comments:	Approved-Closed	10/22/2009

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Flesch certification enclosed Attachment: Readability Certificate.PDF	Approved-Closed	10/22/2009

	Item Status:	Status Date:
Satisfied - Item: Cover Letter GR-9 N/ GR-9 Comments: Cover Letter Attachment: Cover Letter GR-9 N_ GR-9.PDF	Approved-Closed	10/22/2009

	Item Status:	Status Date:
Satisfied - Item: EOVS GR-9N 31-015 05 Comments: EOVS GR-9N 31-015 05 Attachment: EOVS GR-9N 31-015 05.PDF	Approved-Closed	10/22/2009

	Item Status:	Status Date:
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<i>SERFF Tracking Number:</i>	<i>AENX-126288380</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Aetna Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>43371</i>
<i>Company Tracking Number:</i>	<i>AH AR0183801F01</i>		
<i>TOI:</i>	<i>H16G Group Health - Major Medical</i>	<i>Sub-TOI:</i>	<i>H16G.001C Any Size Group - Other</i>
<i>Product Name:</i>	<i>2009 Regulatory</i>		
<i>Project Name/Number:</i>	<i>2009 Regulatory/AH AR0183801F01</i>		
Satisfied - Item:	EOV GR-9N 32-040 02	Approved-Closed	10/22/2009

Comments:
EOV GR-9N 32-040 02

Attachment:
EOV GR-9N 32-040 02.PDF

Item Status:	Status
	Date:
Approved-Closed	10/22/2009

Satisfied - Item: **EOV GR-9 12333 Ed. 05/09**

Comments:
EOV GR-9 12333 Ed 05/09.

Attachment:
EOV GR-9 12333 Ed_ 05_09.PDF

Item Status:	Status
	Date:
Approved-Closed	10/22/2009

Satisfied - Item: **EOV GR-9 12334 Ed. 05/09**

Comments:
EOV GR-9 12334 Ed. 05/09

Attachment:
EOV GR-9 12334 Ed_ 05_09.PDF

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Aetna Inc.
151 Farmington Avenue
Hartford, CT 06156

Stephen W. Halloran
Assistant Vice President
Product & Regulatory Approvals
Law and Regulatory Affairs, RW61
(860) 273-9875
Fax: (860) 259-9389

August 31, 2009

Ms. Rosalind Minor
Life and Health Division
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201

Subject: **Aetna Life Insurance Company, NAIC 001-60054**
Group Accident and Health Insurance Coverage
GR-9N Form Segments: 31-015 05; 32-040 02
GR-9 Insert Pages: 12333 Ed. 05/09; GR-9 12334 Ed. 05/09

Dear Ms Minor:

The Flesch readability scores for the GR-9 insert pages and GR-9N form segments contained in this filing are shown below.

We hereby certify that, when the certificate insert pages and form segments which comprise this filing are included within the entirety of certificate forms GR-9 and GR-9N, the resulting reading ease score on the Flesch Test will, upon delivery or issuance for delivery in the state of Arkansas, equal or exceed the minimum required score.

<u>Form(s)</u>	<u>Flesch score</u>
1. GR-9N 31-015 05	47.8
2. GR-9N 32-040 02	37.5
3. GR-9 12333	39.0
4. GR-9 12334	44.0

Sincerely,



Stephen W. Halloran



John W. Ciesielski
Product and Regulatory Approvals
151, Farmington Avenue, Hartford
CT 06156 RW61
Phone: 845-279-1282
Fax: 860-952-2069
CiesielskiJW@aetna.com

September 1, 2009

Ms. Rosalind Minor
Life and Health Division
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201

Subject: **Aetna Life Insurance Company** NAIC No. 001-60054; FEIN: 06-6033492
Group Accident & Health Insurance Coverage
Booklet-Certificate Forms GR-9N and GR-9
GR-9N Form Segments: 31-015 05
32-040 02
GR-9 Insert Pages: GR-9 12333 Ed. 05/09
GR-9 12334 Ed. 05/09

Dear Ms.Minor:

The forms listed above are being submitted, for your Department's review and approval on a general use basis. The subject forms are new and do not replace any form(s) previously approved by your Department.

The purpose of this filing is to add a continuation of coverage provision designed to comply with federal law HR 2851, also known as Michelle's Law. This continuation provision operates to permit the continuation of health insurance coverage for a dependent child who loses his or her eligibility under the parent's group health plan due to a disabling illness or injury which causes the child to take a medically necessary leave of absence from school.

Textual variability, as indicated by bracketed material on the forms, is necessary so that only the appropriate benefits, provisions, and language consistent with the plan design selections of the policyholder may be reflected in the plan documents issued to the policyholder. We have included an Explanation of Variability which details the limited ways in which such text may be altered. We assure your Department that any text identified as variable will be changed only in a manner that is (i) compliant with applicable laws and regulations, and (ii) expressly supported by the terms of the Explanation of Variability.

The insert forms will be used with Booklet-Certificate form GR-9N, which was approved on June 23, 2006. Booklet Certificate form GR-9N is issued in conjunction with Group Policy Form GR-29N, which was approved by your Department on June 23, 2006.

GR9 insert pages are intended for use with our certificate form GR-9 in conjunction with the wraparound style policy form GR-29, approved by your Department on November 17, 1987.

The required Certification of Readability accompanies this letter.

We certify that these forms will equal or exceed the minimum reading ease score on the Flesch Test when delivered or issued for delivery in your jurisdiction in accordance with any applicable law or regulation.

These forms have been approved for use outside of Connecticut, our domicile state, on May 01, 2009.

We trust that you will find everything in order, and we look forward to your response.

Sincerely,

John W Ciesielski
Product and Regulatory Approvals Manager

Enclosures

Aetna Life Insurance Company
Explanation of Variability
GR-9N
31-015
05

General Comments

The section entitled, Continuing Coverage for Dependents After Your Death, will not be used in the event that the policyholder's plan does not include Dependent Coverage.

The section entitled, Continuing Coverage for Dependent Students on Medical Leave of Absence, will not be used in the event that the policyholder's plan

- (i) does not include Dependent Coverage; or
- (ii) includes Dependent Coverage, but does not include a provision which requires a dependent child over a certain age be a full-time student in order to remain eligible for coverage under the plan.

The section entitled, Handicapped Dependent Children, will not be used in the event that the policyholder's plan does not include Dependent Coverage.

Continuing Coverage for Dependents After Your Death.

1. The words 'health care' may be omitted or may change to indicate vision, hearing or prescription drug coverage. The word 'health' may be changed to 'medical' or 'medical expense'.
2. The reference to dental expense insurance may be omitted in the event the dental benefits are integrated with the medical benefits or the plan does not include dental coverage.
3. This timeframe (reference is to the third bullet under the first paragraph) may increase within the range shown.
4. The fourth bullet under the first paragraph may be omitted.
5. This timeframe (reference is to the first bullet under the second paragraph) may increase within the range shown.

Continuing Coverage for Dependent Students on Medical Leave of Absence

6. This period of time (reference is to the first bullet under the second paragraph and the 'Important Note' box) may be increased within the range shown.
7. In the fourth paragraph, either one of the two bracketed references ('your employer' or 'Aetna') will appear, but not both.

Handicapped Dependent Children

8. In the first paragraph, only the types of insurance coverage included in the plan will be referenced in the lead-in sentence.
9. The first two bulleted items in the first paragraph will be included only when the policyholder's plan includes Life and Accidental Death and Personal Loss insurance. In addition, the first bullet will only be included if the policyholder's Life and Accidental Death and Personal Loss coverage includes a conversion option.

Aetna Life Insurance Company
Explanation of Variability
GR-9N
31-015
05

10. The third bulleted item in the first paragraph will be included only when the policyholder's plan includes Health Expense coverage
11. In the third paragraph, this timeframe may be increased within the range shown.
12. The 'Important Note' box will be included only if the policyholder's Health Expense coverage includes a conversion option.

Aetna Life Insurance Company
Explanation of Variability
GR-9N
32-040
02

General Comments

This entire section will be included only when the group plan is being issued to replace a prior plan. The bracketed material in this section will be included as appropriate. When included, it will be revised to include or omit certain references as appropriate with respect to a given policyholder's plan (e.g. permanent and total disability benefit, active work rule, long term disability and comprehensive medical plans). Paragraphs, sentences, and/or references to any specific type of coverage will be included only if such coverage is included in the policyholder's plan.

The word 'plan' may be changed to 'policy' or 'this policy.' The words 'calendar year' may be changed to 'policy year' or 'plan year'.

Effect of Prior Coverage – Transferred Business

1. In the third paragraph, references to 'Term Insurance' will be included only in the event the prior life insurance coverage was paid-up life.
2. The fifth paragraph addressing the Active Work Rule may be omitted. When included, either the first or second sentence will be shown.
3. In the first paragraph on page 2, the bracketed phrase referencing the Permanent and Total Disability Extended Benefit will be omitted if the life insurance coverage does not contain a Permanent and Total Disability Benefit.
4. In the first paragraph on page 2, only one of the following bracketed phrases will appear

...otherwise agreed to by the Policyholder and Aetna.

or

...Aetna determines you are eligible for extended insurance as a permanently and totally disabled employee under the terms of any Permanent and Total Disability Benefit of this policy.

Only the appropriate phrase 'you' or 'your employer' will be included.

Aetna Life Insurance Company
Explanation of Variability

Variability, as indicated by brackets surrounding variable text, is required so that only the appropriate information will be reflected based upon the plan of benefits or provisions selected by the customer.

The standard language of the benefit or provision may be revised, as needed, to accurately reflect future changes. However, any change made to the language will not result in a departure from the intent and purpose of the provision and will be in full compliance with any applicable state laws and regulations.

The placement of the text within the certificate may vary to avoid gaps that would otherwise be created by the deletion of bracketed text. Connective words and phrases, which serve the grammatical purpose of meaningful continuity and do not affect the description of the payment of benefits or other terms or conditions of the group policy, may vary as the sense demands.

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12333
Ed. 05/09

This section entitled, Continuing Coverage for Dependent Students on Medical Leave of Absence, will not be used in the event that the policyholder's plan

- (i) does not include Dependent Coverage; or
- (ii) includes Dependent Coverage, but does not include a provision which requires a dependent child over a certain age be a full-time student in order to remain eligible for coverage under the plan.

This 12 month period of time may be increased (e.g. 12 – 24 months).

Either one of the two bracketed references ('your employer' or 'Aetna') will appear, but not both.

Aetna Life Insurance Company
Explanation of Variability

GR-9
12334
Ed. 05/09

This entire section will be included only when the group plan is being issued to replace a prior plan. The bracketed material in this section will be included as appropriate. When included, it will be revised to include or omit certain references as appropriate with respect to a given policyholder's plan (e.g. permanent and total disability benefit, active work rule, long term disability and comprehensive medical plans). Paragraphs, sentences, and/or references to any specific type of coverage will be included only if such coverage is included in the policyholder's plan.

The word 'plan' may be changed to 'policy' or 'this policy.' The words 'calendar year' may be changed to 'policy year' or 'plan year'.

In the third paragraph, references to Term Insurance will be included only in the event the prior life insurance coverage was paid-up life.

SERFF Tracking Number: AENX-126288380 State: Arkansas
 Filing Company: Aetna Life Insurance Company State Tracking Number: 43371
 Company Tracking Number: AH AR0183801F01
 TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001C Any Size Group - Other
 Product Name: 2009 Regulatory
 Project Name/Number: 2009 Regulatory/AH AR0183801F01

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
10/08/2009	Form	Continuing Health Care Benefits	10/20/2009	GR-9N 31-015 05.PDF (Superseded)
09/01/2009	Form	Continuing Health Care Benefits	10/08/2009	GR-9N 31-015 05.PDF (Superseded)

Continuing Health Care Benefits

Continuing Coverage for Dependents After Your Death

If you should die while enrolled in this plan, your dependent's [health care] coverage [except Dental Expense Insurance,] will continue as long as:

- You were covered at the time of your death,
- Your coverage, at the time of your death, is not being continued after your employment has ended, as provided in the *When Coverage Ends* section;
- A request is made for continued coverage within [31 - 90 days] after your death; and
- [Payment is made for the coverage.]

Your dependent's coverage will end when the first of the following occurs:

- The end of the [6 - 24 month] period following your death;
- He or she no longer meets the plan's definition of "dependent;"
- Dependent coverage is discontinued under the group contract;
- He or she becomes eligible for comparable benefits under this or any other group plan; or
- Any required contributions stop; and
- For your spouse, the date he or she remarries.

If your dependents' coverage is being continued for your dependents, a child born after your death will also be covered.

Continuing Coverage for Dependent Students on Medical Leave of Absence

If your dependent child who is eligible for coverage and enrolled in this plan by reason of his or her status as a full-time student at a postsecondary educational institution ceases to be eligible due to:

- a medically necessary leave of absence from school; or
- a change in his or her status as a full-time student,

resulting from a serious **illness** or **injury**, such child's coverage under this plan may continue.

Coverage under this continuation provision will end when the first of the following occurs:

- The end of the [12 - 36 month] period following the first day of your dependent child's leave of absence from school, or a change in his or her status as a full-time student;
- Your dependent child's coverage would otherwise end under the terms of this plan;
- Dependent coverage is discontinued under this plan; or
- You fail to make any required contribution toward the cost of this coverage.

To be eligible for this continuation, the dependent child must have been enrolled in this plan and attending school on a full-time basis immediately before the first day of the leave of absence.

To continue your dependent child's coverage under this provision you should notify [your employer] [**Aetna**] as soon as possible after your child's leave of absence begins or the change in his or her status as a full-time student. **Aetna** may require a written certification from the treating

physician which states that the child is suffering from a serious **illness** or **injury** and that the resulting leave of absence (or change in full-time student status) is medically necessary.

Important Note:

If at the end of this [12 month] continuation period, your dependent child's leave of absence from school (or change in full-time student status) continues, such child may qualify for a further continuation of coverage under the Handicapped Dependent Children provision of this plan. Please see the section, *Handicapped Dependent Children*, for more information.

Handicapped Dependent Children

[Life Insurance, Accidental Death and Personal Loss Coverage, and Health Expense Coverage] for your fully handicapped dependent child may be continued past the maximum age for a dependent child. However:

- [Life Insurance and Accidental Death and Personal Loss Coverage may not be continued if the child has been issued an individual life conversion policy.]
- [Life Insurance and Accidental Death and Personal Loss Coverage may not be continued if at the time you become eligible for dependent coverage under this plan your child's age has exceeded the maximum age for dependent children under this plan, even if your child was covered under a prior group plan on the day before this plan takes effect.]
- [Health Expense Coverage may not be continued if the child has been issued an individual medical conversion policy.]

Your child is fully handicapped if:

- He or she is not able to earn his or her own living because of mental retardation or a physical handicap which started prior to the date he or she reaches the maximum age for dependent children under your plan; and
- He or she depends chiefly on you for support and maintenance.

Proof that your child is fully handicapped must be submitted to **Aetna** no later than [31 - 120 days] after the date your child reaches the maximum age under your plan.

Coverage will cease on the first to occur of:

- Cessation of the handicap.
- Termination of Dependent Coverage as to your child for any reason other than reaching the maximum age under your plan.

At the request and expense of **Aetna**, proof that your child is fully handicapped must be submitted to **Aetna** by your Employer. In no event will this requirement preclude any eligible dependent, regardless of age. If such incapacity or dependency is removed or terminated, your Employer shall notify **Aetna**.

[Important Note:

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05

Your dependent may be eligible to convert to a personal policy. Please see the section, *Converting to an Individual Health Insurance Policy* for more information.]

Continuing Health Care Benefits

Continuing Coverage for Dependents After Your Death

If you should die while enrolled in this plan, your dependent's [health care] coverage [except Dental Expense Insurance,] will continue as long as:

- You were covered at the time of your death,
- Your coverage, at the time of your death, is not being continued after your employment has ended, as provided in the *When Coverage Ends* section;
- A request is made for continued coverage within [31 - 90 days] after your death; and
- [Payment is made for the coverage.]

Your dependent's coverage will end when the first of the following occurs:

- The end of the [6 - 24 month] period following your death;
- He or she no longer meets the plan's definition of "dependent;"
- Dependent coverage is discontinued under the group contract;
- He or she becomes eligible for comparable benefits under this or any other group plan; or
- Any required contributions stop; and
- For your spouse, the date he or she remarries.

If your dependents' coverage is being continued for your dependents, a child born after your death will also be covered.

Continuing Coverage for Dependent Students on Medical Leave of Absence

If your dependent child who is eligible for coverage and enrolled in this plan by reason of his or her status as a full-time student at a postsecondary educational institution ceases to be eligible due to:

- a medically necessary leave of absence from school; or
- a change in his or her status as a full-time student,

resulting from a serious **illness** or **injury**, such child's coverage under this plan may continue.

Coverage under this continuation provision will end when the first of the following occurs:

- The end of the [12 - 36 month] period following the first day of your dependent child's leave of absence from school, or a change in his or her status as a full-time student;
- Your dependent child's coverage would otherwise end under the terms of this plan;
- Dependent coverage is discontinued under this plan; or
- You fail to make any required contribution toward the cost of this coverage.

To be eligible for this continuation, the dependent child must have been enrolled in this plan and attending school on a full-time basis immediately before the first day of the leave of absence.

To continue your dependent child's coverage under this provision you should notify [your employer] [**Aetna**] as soon as possible after your child's leave of absence begins or the change in his or her status as a full-time student. **Aetna** may require a written certification from the treating

physician which states that the child is suffering from a serious **illness** or **injury** and that the resulting leave of absence (or change in full-time student status) is medically necessary.

Important Note:

If at the end of this [12 month] continuation period, your dependent child's leave of absence from school (or change in full-time student status) continues, such child may qualify for a further continuation of coverage under the Handicapped Dependent Children provision of this plan. Please see the section, *Handicapped Dependent Children*, for more information.

Handicapped Dependent Children

[Life Insurance, Accidental Death and Personal Loss Coverage, and Health Expense Coverage] for your fully handicapped dependent child may be continued past the maximum age for a dependent child. However:

- [Life Insurance and Accidental Death and Personal Loss Coverage may not be continued if the child has been issued an individual life conversion policy.]
- [Life Insurance and Accidental Death and Personal Loss Coverage may not be continued if at the time you become eligible for dependent coverage under this plan your child's age has exceeded the maximum age for dependent children under this plan, even if your child was covered under a prior group plan on the day before this plan takes effect.]
- [Health Expense Coverage may not be continued if the child has been issued an individual medical conversion policy.]

Your child is fully handicapped if:

- He or she is not able to earn his or her own living because of mental retardation or a physical handicap which started prior to the date he or she reaches the maximum age for dependent children under your plan; and
- He or she depends chiefly on you for support and maintenance.

Proof that your child is fully handicapped must be submitted to **Aetna** no later than [31 - 120 days] after the date your child reaches the maximum age under your plan.

Coverage will cease on the first to occur of:

- Cessation of the handicap.
- Failure to give proof that the handicap continues.
- Failure to have any required exam.
- Termination of Dependent Coverage as to your child for any reason other than reaching the maximum age under your plan.

Aetna will have the right to require proof of the continuation of the handicap. **Aetna** also has the right to examine your child as often as needed while the handicap continues at its own expense. An exam will not be required more often than once each year after 2 years from the date your child reached the maximum age under your plan.]

[Important Note:

Your dependent may be eligible to convert to a personal policy. Please see the section, *Converting to an Individual Health Insurance Policy* for more information.]