

SERFF Tracking Number: AENX-G127201479 State: Arkansas
Filing Company: Aetna Life Insurance Company State Tracking Number: 48998
Company Tracking Number: AR045490100004
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
Product Name: 2011 GI- COLA / Elimination Period Update (ALIC)
Project Name/Number: 2011 GI- COLA / Elimination Period Update (ALIC)/AR045490100004

Filing at a Glance

Company: Aetna Life Insurance Company

Product Name: 2011 GI- COLA / Elimination
Period Update (ALIC)

TOI: H11G Group Health - Disability Income

Sub-TOI: H11G.003 Long Term

Filing Type: Form

SERFF Tr Num: AENX-
G127201479

SERFF Status: Closed-Approved-
Closed

Co Tr Num: AR045490100004

Author: SPI AetnaSPI

Date Submitted: 06/07/2011

State: Arkansas

State Tr Num: 48998

State Status: Approved-Closed

Reviewer(s): Rosalind Minor

Disposition Date: 06/15/2011

Disposition Status: Approved-
Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: 2011 GI- COLA / Elimination Period Update (ALIC)

Project Number: AR045490100004

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Group Market Type: Employer

Filing Status Changed: 06/15/2011

State Status Changed: 06/15/2011

Created By: SPI AetnaSPI

Corresponding Filing Tracking Number:

Filing Description:

-----NOT PPACA RELATED-----

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Overall Rate Impact:

Deemer Date:

Submitted By: SPI AetnaSPI

The forms included in this submission represent two revisions to our disability products and are intended to afford Aetna the flexibility to:

- Revise the ranges for the Cost of Living Adjustment (COLA) for Pre-disability earnings to allow for additional policyholder flexibility and to correct the range applicable to flat COLA adjustment.

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 - Reduce the minimum waiting period from 30 days to 1 day.

Company and Contact

Filing Contact Information

Sneha Venkatramani, Product & Regulatory
 Affairs Consultant
 151 Farmington Avenue
 Mail Stop RW61
 Hartford, CT 06156

860-273-8187 [Phone]

860-952-2069 [FAX]

Filing Company Information

Aetna Life Insurance Company
 151 Farmington Avenue
 Hartford, CT 06156
 (860) 273-7546 ext. [Phone]

CoCode: 60054

Group Code: 1

Group Name: Aetna

FEIN Number: 06-6033492

State of Domicile: Connecticut

Company Type:

State ID Number:

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Aetna Life Insurance Company	\$50.00	06/07/2011	48414198
Aetna Life Insurance Company	\$50.00	06/14/2011	48669340

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	06/15/2011	06/15/2011

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	06/08/2011	06/08/2011	SPI AetnaSPI	06/14/2011	06/14/2011

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Disposition

Disposition Date: 06/15/2011

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	EOV GR9N S-05-00 04	Approved-Closed	Yes
Supporting Document	EOV GR9N S-05-01 04	Approved-Closed	Yes
Supporting Document	EOV GR9N 06-020 03	Approved-Closed	Yes
Supporting Document	Redline EOV GR9N 06-020-03	Approved-Closed	Yes
Supporting Document	Redline EOV GR9N S-05-00 04	Approved-Closed	Yes
Supporting Document	Redline EOV GR9N S-05-01 04	Approved-Closed	Yes
Supporting Document	Redline GR9N 06-020 03	Approved-Closed	Yes
Supporting Document	Redline GR9N S-05-01 04	Approved-Closed	Yes
Supporting Document	Cover Letter	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Flesch Certification	Approved-Closed	Yes
Form	Adjustments to Your Benefits If You Work While Disabled	Approved-Closed	Yes
Form	Waiting Period	Approved-Closed	Yes

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 06/08/2011

Submitted Date 06/08/2011

Respond By Date

Dear Sneha Venkatramani,

This will acknowledge receipt of the captioned filing.

Objection 1

- Adjustments to Your Benefits If You Work While Disabled, GR9N 06-020 03 (Form)

Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$100.00. Please submit an additional \$50.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 06/14/2011
Submitted Date 06/14/2011

Dear Rosalind Minor,

Comments:

Dear Rosalind Minor,

This response is in relation to the Objection letter dated, June 8, 2011.

Response 1

Comments: With reference to your request, we have processed an additional fee of \$50.00 to the filing.

Related Objection 1

Applies To:

- Adjustments to Your Benefits If You Work While Disabled, GR9N 06-020 03 (Form)

Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$100.00. Please submit an additional \$50.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Please do not hesitate to contact me at (845) 279-1282 for further questions or comments.

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Sincerely,
John W. Ciesielski

Sincerely,
SPI AetnaSPI

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Form Schedule

Lead Form Number:

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 06/15/2011	GR9N 06-020 03	Certificate	Adjustments to Your Benefits If You Work While Disabled	Initial		47.500	AL GE GR9N000602 0 V003.PDF
Approved-Closed 06/15/2011	GR9N S-05-01 04	Schedule Pages	Waiting Period	Initial		0.000	AL AR GR9N00S050 1 V004.PDF

[Adjustments to Your Benefits If You Work While Disabled]

Your [long term disability] [monthly] benefit may be reduced if, while [monthly] benefits are payable, you receive income from:

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

which is more than [15%] of your [**adjusted**] **predisability earnings**]. The [monthly] benefit adjustment is calculated as follows:

[During the first [12 months] that you have such income, the [monthly] benefit will be reduced only to the extent the sum of the amount of that income and the [monthly] benefit payable, [without any reduction for other income benefits,] exceeds [100%] of your [**adjusted**] **predisability earnings**.]

[Thereafter,]

[The [monthly] benefit will be reduced by [90%] of such income from any employer, or from any occupation for compensation or profit. [However, only [90%] of any income earned as a participant in an **approved rehabilitation program** will be included as such income.]]

[The adjusted [monthly] benefit will be calculated by using the following formula:

(A divided by B), times C, where:

A = Your [**adjusted**] **predisability earnings**, minus the income you receive while disabled

B = Your [**adjusted**] **predisability earnings**

C = The [long term disability][monthly] benefit [payable].]

- Income means income you earn, while disabled and working, from [your employer or any other employer]. However, any income earned by working for [another employer] will be considered income [only to the extent that it exceeds the amount of income you were earning from such employer immediately before you became disabled.] [only if you]:
 - [Become employed after the date your disability started; or
 - Increase the number of hours you work, or the number or type of duties you perform for another employer after the date your disability started. In that event, only the amount of the income increase will be taken into consideration for the benefit adjustment.]

[Any other income benefits you are receiving will not be taken into account in these calculations]

[Cost of Living Adjustment]

On each [January 1] following the first [24] [consecutive] months of a [certified] disability due to the same or related causes [during which a monthly benefit is payable], the [monthly] benefit [otherwise payable] [unreduced for other income] will be increased by [1/2%] [any percentage of any increase in the **Consumer Price Index**, rounded to the nearest tenth; but not by more than [1/2%.].] [Not more than [5] such increases will occur during any one [certified] disability which is due to the same or related causes.]]

Aetna Life insurance Company
[Long Term] Disability [Income] Coverage Plan
[Schedule of Benefits]

PLAN FEATURES

[Waiting Period]

[Benefits start after [15 months] (or equivalent days or weeks) of a certified disability.]

[Benefits start after [460] calendar days of a certified disability due to **illness** or a disabling pregnancy-related condition. Benefits start after [460] calendar days of a certified disability due to **injury**.]

[Benefits start after the greater of:

- First 12 months of a certified disability; or
- The time period that disability benefits are payable from any of the following benefit programs sponsored by your employer: any short term disability benefits, with the exception of any statutory disability benefits; accumulated sick time or salary continuation.
- The time period when salary or wages are paid, in whole or in part, for sick, vacation and personal leave under the paid time-off program sponsored by your Employer.]

[Benefits start after the later to occur of:

- The first day after the expiration of the first 460 calendar days of a certified disability; or
- The first day after you are scheduled to return to work after summer break.]

[If a certified disability due to [**illness**], a disabling pregnancy-related condition or [**injury**] continues for 60 days or longer, benefits will start retroactively to the 30th calendar day.]

[If you are a full-time inpatient in a **hospital**, no waiting period will apply to the day of confinement or any day thereafter for the certified disability. [In addition, if you undergo surgery which does not require a **hospital** confinement, no waiting period will apply to the day of surgery or any day thereafter in the same certified disability.]

[Scheduled Monthly Benefit]	[30% of your monthly predisability earnings up to \$400 but not more than 30% or your monthly predisability earnings in excess of \$400]
[Classification] [Hourly] [Salaried] [All other employees]	[Amount You Receive] 30%- of your predisability earnings calculated on a monthly basis] [\$200]
[Hourly] [Salaried] [All other employees]	[\$200] [\$200] [\$200]
[Hourly] [Salaried] [All other employees]	[\$200 per month [30% of your predisability earnings]

[Schedule of Benefits]

[Secondary Governmental Benefits Limit]	[30% of your predisability earnings]
[Non-duplication Limit]	[30% of your predisability earnings]
[Maximum Monthly Benefit Under this Plan (plus all other Income benefits)]	[\$400]
[Minimum Monthly Benefit:]	[\$50] [The greater of: (a) \$100; and (b) 10% of your scheduled monthly benefit or, if less, 10% of the maximum monthly benefit]

[You may elect coverage under any one of the available options shown above for Long Term Disability Income Coverage. If you want to make a change, your employer, will provide you with the information on how and when changes can be made.]

[Evidence Requirements]

Refer to your Booklet-Certificate for information about when you will be required to submit **evidence of good health** and what your responsibilities are to complete and submit this information to **Aetna**.

[You can become insured for Disability Coverage for an amount in excess of \$500 and 40% of your **predisability earnings** only if you submit evidence of good health at your own expense to **Aetna** and such evidence is approved by **Aetna**.]

[If you elect to increase your Disability Coverage by more than \$100 and 5% of your **predisability earnings** and 1 level, you can become insured for the new amount only if you submit evidence of good health at your own expense to **Aetna** and such evidence is approved by **Aetna**. This applies even if **Aetna** has approved evidence of your good health in the past.]

[If, on the Effective Date of this plan, you elect to increase the amount of your Long Term Disability coverage that was in effect under prior coverage [by more than \$100 and 5% of your **predisability earnings** and 1 level, you can become insured for the new amount only if: you submit evidence of good health, at your own expense, to **Aetna**; and such evidence is approved by **Aetna**. This applies even if **Aetna** has approved evidence of your good health in the past.]

[Benefits Actually Payable]

Any monthly benefit actually payable to you by **Aetna** [will] be reduced by other income benefits. For additional information regarding other income benefits, see your Booklet-Certificate.]

[Schedule of Benefits]

[Maximum Benefit Duration]

Unless your certified disability ends earlier for one or more of the reasons stated in your Booklet-Certificate, your maximum benefit duration is [3 months] after the waiting period is met.

If your certified disability starts prior to your [60th] birthday, it will end when the first of the following events occurs:

- After 24 months of disability after the waiting period is met; and
- The day of your 62nd birthday.

If your certified disability starts on or after your 60th birthday, it will end with the expiration of the number of months of disability, after the waiting period is met, based on the following schedule:

Maximum Benefit Duration Schedule	
Age When Period of Disability Starts	Months of Disability
60 but less than 61	21 months
61 but less than 62	18 months
62 but less than 63	15 months
63 but less than 64	12 months
64 but less than 65	12 months
65 but less than 66	12 months
66 but less than 67	12 months
67 but less than 68	12 months
68 but less than 69	12 months
69 and over	12 months]

[Your disability, which is due to the same or related causes, will end when the later of the following events occur:

- The calendar month when you reach normal retirement age, as determined by the 1983 Amended Social Security Normal Retirement Age; or
- When the total number of months for disability is reached, after the waiting period is met as figured from the following Schedule. This is only if your disability period starts on or after your 60th birthday.
- The expiration of the number of months of disability, after the waiting period is met as figured from the following Schedule, if your disability starts on or after the date you reach age 60.]

[Schedule of Benefits]

Maximum Benefit Duration Schedule	
Age When Period of Disability Starts	Months of Disability
60 but less than 61	21 months
61 but less than 62	18 months
62 but less than 63	15 months
63 but less than 64	12 months
64 but less than 65	12 months
65 but less than 66	12 months
66 but less than 67	12 months
67 but less than 68	12 months
68 but less than 69	12 months
69 and over	12 months]
[1983 Amended Social Security Normal Retirement Age	
Year of Birth	Normal Retirement Age
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 to 1954	66]
[1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
After 1959	67]

[Unless your certified disability ends earlier for one or more of the reasons stated in your Booklet-Certificate, your coverage will end[on the day of your 62nd birthday].

[Schedule of Benefits]

[Maximum Benefit Duration]

Unless your disability ends earlier for one or more of the reasons stated in your Booklet-Certificate, your disability will end when the later of the following events occur:

- You reach age 65-; and
- You reach normal retirement age, as determined by the 1983 Amended Social Security Normal Retirement Age; and
- The expiration of the number of months of disability, after the waiting period is met, as figured from the following Schedule, if your disability starts on or after the date you reach age 60]:

[Maximum Benefit Duration Schedule]	
Age When Disability Starts	Months of Disability (after the waiting period is met)
60 but less than 61	60 months
61 but less than 62	48 months
62 but less than 63	36- months
63 but less than 64	24 months
64 but less than 65	12 months
65 but less than 66	12 months
66 but less than 67	12 months
67 but less than 68	12 months
68 but less than 69	12 months
69 and over	12 months]

[1983 Amended Social Security Normal Retirement Age]	
Year of Birth	Normal Retirement Age
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 to 1954	66]
[1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
After 1959	67]

[Schedule of Benefits]

[Unless your disability ends earlier for one or more of the reasons stated in your Booklet-Certificate, your maximum benefit duration is: 3 after the waiting period is met.]

[Unless your disability ends earlier for one or more of the reasons stated in your Booklet-Certificate, your maximum benefit duration is based on the following schedule:

- If your disability starts before the date you reach age 60, your disability will end when you reach age 65.
- If your disability starts before the date you reach age 60, your disability will end 3 months after the waiting period is met.
- If your disability starts between the date you reach age 60 and the date you reach age 61, your disability will end 3 after the waiting period is met.
- If your disability starts between the date you reach age 60 and the date you reach age 61, your disability will end when you reach age 65.
- If your disability starts on or after the date you reach age 61, your disability will end 3 months after the waiting period is met.
- If your disability starts on or after the date you reach age 61, your disability will end with the expiration of the number of months of disability, after the waiting period is met, as figured from the following Schedule:

Maximum Benefit Duration Schedule	
Age When Disability Starts	Months of Disability (after the waiting period is met)
61 but less than 62	12 months
62 but less than 63	12 months
63 but less than 64	12 months
64 but less than 65	12 months
65 but less than 66	12 months
66 but less than 67	12 months
67 but less than 68	12 months
68 but less than 69	12 months
69 and over	12 months]

[Unless your disability ends earlier for one or more of the reasons stated in your Booklet-Certificate, your maximum benefit duration is based on the following schedule:

[Schedule of Benefits]

Maximum Benefit Duration Schedule	
Age When Disability Starts	Months of Disability (after the waiting period is met)
Less than 60	24 months
60 but less than 61	12 months
61 but less than 62	12 months
62 but less than 63	12 months
63 but less than 64	12 months
64 but less than 65	12 months
65 but less than 66	12 months
66 but less than 67	12 months
67 but less than 68	12 months
68 but less than 69	12 months
69 and over	12 months]

General

This Schedule of Benefits replaces any similar Schedule of Benefits previously in effect under your plan of long term disability benefits. Requests for coverage other than that to which you are entitled in accordance with this Schedule of Benefits cannot be accepted. This Schedule is part of your Booklet-Certificate, and should be kept with your Booklet-Certificate. Coverage is underwritten by Aetna Life Insurance Company.]

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Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: EOVS GR9N S-05-00 04	Approved-Closed	06/15/2011
Comments:		
Attachment: AL GE EGR9N0S0500 V004.PDF		

	Item Status:	Status Date:
Satisfied - Item: EOVS GR9N S-05-01 04	Approved-Closed	06/15/2011
Comments:		
Attachment: AL GE EGR9N0S0501 V004.PDF		

	Item Status:	Status Date:
Satisfied - Item: EOVS GR9N 06-020 03	Approved-Closed	06/15/2011
Comments:		
Attachment: AL GE EGR9N006020 V003.PDF		

	Item Status:	Status Date:
Satisfied - Item: Redline EOVS GR9N 06-020-03	Approved-Closed	06/15/2011
Comments:		
Attachment: Redline AL GE EGR9N006020 V003.PDF		

	Item Status:	Status Date:
Satisfied - Item: Redline EOVS GR9N S-05-00 04	Approved-Closed	06/15/2011
Comments:		

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Attachment:

redlined AL GE EGR9N0S0500 V004.PDF

	Item Status:	Status Date:
Satisfied - Item: Redline EOVS GR9N S-05-01 04	Approved-Closed	06/15/2011
Comments:		
Attachment:		
redlined AL GE EGR9N0S0501 V004.PDF		

	Item Status:	Status Date:
Satisfied - Item: Redline GR9N 06-020 03	Approved-Closed	06/15/2011
Comments:		
Attachment:		
Redline AL GE GR9N0006020 V003.PDF		

	Item Status:	Status Date:
Satisfied - Item: Redline GR9N S-05-01 04	Approved-Closed	06/15/2011
Comments:		
Attachment:		
redlined AL GE GR9N00S0501 V004.PDF		

	Item Status:	Status Date:
Satisfied - Item: Cover Letter	Approved-Closed	06/15/2011
Comments:		
Attachment:		
AR - LTD COLA Cover Letter FINAL.PDF		

	Item Status:	Status Date:
Bypassed - Item: Application N/A	Approved-Closed	06/15/2011

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Bypass Reason:

Comments:

Item Status:

Status

Satisfied - Item: Flesch Certification

Approved-Closed

Date:

06/15/2011

Comments:

Attachment:

AR - READABILITY CERTIFICATION.PDF

Aetna Life Insurance Company
Long Term Disability
Explanation of Variability
Schedule of Benefits
GR-9N
S-05
General Comments
04

General Comments

These general comments apply to the entire segment.

Any changes made through the use of variability shall be in compliance with the laws of the state in which the contract is issued.

The benefits shown will correspond to the particular coverage provided by the policyholder's plan of insurance, and will vary, depending on plan design. Variability is required so that only the appropriate information for the plan elected by the policyholder will be shown.

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 coverage may vary as sense may demand. Such connective wording will not be ambiguous or deceptive.

The placement of material may vary to avoid gaps and to allow the contractual documents to be system-produced. Information in the Schedule of Benefits may be moved to the Certificate of Coverage.

Any reference to a period of time may be changed to a longer or shorter period. Any such change will only be made if the change is a liberalization, from the covered person's perspective.

The following terms and phrases may be changed as noted in accordance with the policyholder's plan:

- "long term disability income" may be changed to "managed disability", "long term disability";
- "calendar days" may be changed to "working days";
- "Evidence of Good Health" may be changed to "proof of good health" or other phrase with the same meaning;
- "waiting period" may be changed to "elimination period" or "qualifying period";
- "predisability earnings" may be changed to "average monthly earnings";
- "Booklet-Certificate" may be changed to "Certificate", "Certificate of Coverage" or some other term with the same meaning;
- "calendar year" or "policy year" are interchangeable, or may be changed to "plan year" "contract year", "policy term", "365 consecutive day period" or "12 consecutive month period" or some other term with the same meaning;
- "illness" may be changed to "disease";
- "employee" may be changed to "subscriber", "enrollee", "member", "insured", "covered person", "you" or some other term applicable to the classification of covered individuals under the policyholder's plan;
- "Schedule of Benefits" may be changed to "Summary of Benefits", "Summary of Coverage" or some other term with the same meaning
- "policyholder" or "employer" may be changed to "association", "plan sponsor", "contract holder", "participating employer" or some other term with the same meaning;

The reference to "dependents" will be omitted when the plan does not include coverage for dependents.

Aetna Life Insurance Company
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The timeframes reflected in “days” may be converted to “weeks” or “years”, as appropriate, and vice versa, in accordance with the policyholder’s plan.

Timeframes, dollar amounts, and percentages will vary within the range shown.

The following terms will be included or omitted in accordance with the policyholder’s plan:

- “certified”;
- “income”;
- “accumulated sick time”;
- “salary continuation program”.

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The fields in the upper right “header” are variable and illustrative. Upon issue and when included they will be completed to reflect the name of the policyholder, the group policy number and the coverage effective date.

Waiting Period

This section is subject to inclusion, omission or change in accordance with the policyholder’s plan and the General Comments in EOV section S-05-00. This section contains four versions of the waiting period provision. Only one version will be included under a policyholder’s plan.

The benefits may begin on or after the specified waiting period. If benefits start on the last day of the waiting period all references to “after” will be changed to “on.”

The four waiting period provisions are explained below:

1. The first paragraph will be included when the policyholder requests the same waiting period for illnesses and injuries.
2. The second paragraph will be included when the policyholder requests a different waiting period for illness vs. injury. When included, this paragraph may be revised to reflect:
 - no waiting period for injury; or
 - the waiting period for injury may be less than that for illness.
3. The third paragraph will be included when the policyholder requests a waiting period for all conditions (illness and injury) that is the same, and benefits will start the greater of or lesser of the listed events.
4. The fourth paragraph will be included when the policyholder requests a waiting period for all conditions (illness and injury) that is the same, and benefits will start on the first or later of to occur of the listed events.

The fifth paragraph will be included when the policyholder elects to start benefits retroactively depending on the length of the disability. When included the terms “illness” and “injury” will be included or omitted in accordance with the policyholder’s plan.

The last paragraph will be included when a policyholder elects waiving the waiting period requirement if a covered person is confined as a full-time inpatient, or if the covered person undergoes outpatient surgery, or both. When a policyholder does not elect to waive the waiting period requirement if the covered person undergoes outpatient surgery, then the last sentence will be omitted.

Scheduled Monthly Benefit

The appropriate employee classification will be included in accordance with the policyholder’s plan.

The Maximum Monthly Benefit provision will be included or omitted in accordance with the policyholder’s plan and the General Comments included above. It may be revised to include language that the maximum benefit will be combined with other benefits.

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The Minimum Monthly Benefit provision will be included or omitted in accordance with the policyholder's plan and the General Comments included above.

Evidence Requirements

This provision will be included or omitted in accordance with the policyholder's plan and the General Comments included above. Only the appropriate language, terms, plan options will be reflected.

Benefits Actually Payable

This provision will be omitted if other benefits do not impact the benefit payable.

The phrase "will not" will be changed to "will" to indicate that other benefits will reduce the benefit payable.

Maximum Benefit Duration

This section may be omitted or the appropriate language and parameters will be reflected (e.g., ages, months of duration may be increased, benefits may end at the end of month of an insured's birthday) in accordance with the policyholder's plan.

Maximum Benefit Duration Schedules

This language and schedules are subject to inclusion, omission or change in accordance with the policyholder's plan and the General Comments included above.

Only the appropriate Schedule(s) will be included.

The schedules may start at a higher age, and the "months of disability" may be increased respectively. The maximum benefit duration may end on the date an event occurs, or on the last day of the calendar month in which the event occurs. In the lead in to the fourth and fifth schedules, the first age limit mentioned may range from 65 to 70, and the second age limit may range from 60 to 69.

The 60th birthday may range from 60-65. The schedule may start at an age higher than 60 years of age, ranging from 60-69. If the schedule starts at an age higher than 60 the ages below starting age will be omitted.

1. The months of disability may range from 12 months to 15 years for each stated age range.
2. If a policyholder elects to include the schedules relating to Social Security, the information will be updated to reflect any changes in Social Security. The corresponding language may be adjusted to reflect higher ages.
3. "Day of" may be replaced with "end of the month following". The maximum age may range from 62 to 75.

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Adjustments to Your Benefit If You Work While Disabled

The appropriate benefit adjustment language will be included to reflect a policyholder's plan which may include only one of the options or a combination of any of the options listed.

The term "Monthly" may be omitted or the term "scheduled" added (e.g. scheduled monthly).

1. This item may be omitted.
2. The percentage may increase (e.g. 15% - 40%).
3. The time frame may decrease (e.g. 12 – 60 months).
4. The percentage may decrease (e.g. 50% - 100%).
5. The term "thereafter" will be included as appropriate.
6. The percentage may decrease (e.g. 40% - 90%).

Cost of Living Adjustment

The adjustment may be made to either the gross or net disability benefit. It may begin on the January 1st or the anniversary date of the disability following the date as of which up to 24 consecutive months of benefits have been payable.

- In the first sentence, "otherwise payable" or "unreduced for other income" will print if applicable to the policyholder's plan design.
- The 24 month timeframe may decrease (e.g. 6 – 24 months).
- "Certified" will be included only with Managed Disability Income Coverage.
- The adjustment may be determined by a fixed percentage that may increase (e.g. 1/2% - 7%), or any percentage of the increase in the Consumer Price Index.
- The percentage limit may increase (e.g. 1/2% - 20%).
- The limited number of adjustments may increase or decrease (e.g. 3 – 60).

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Adjustments to Your Benefit If You Work While Disabled

The appropriate benefit adjustment language will be included to reflect a policyholder's plan which may include only one of the options or a combination of any of the options listed.

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The term "Monthly" may be omitted or the term "scheduled" added (e.g. scheduled monthly).

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↑
<#>The appropriate term will be included.¶

1. This item may be omitted.
2. The percentage may increase (e.g. 15% - 40%).
3. The time frame may decrease (e.g. 12 – 60 months).
4. The percentage may decrease (e.g. 50% - 100%).
5. The term "thereafter" will be included as appropriate.
6. The percentage may decrease (e.g. 40% - 90%).

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Cost of Living Adjustment

The adjustment may be made to either the gross or net disability benefit. It may begin on the January 1st or the anniversary date of the disability following the date as of which up to 24 consecutive months of benefits have been payable.

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- In the first sentence, "otherwise payable" or "unreduced for other income" will print if applicable to the policyholder's plan design.
- The 24 month timeframe may decrease (e.g. 6 – 24 months).
- "Certified" will be included only with Managed Disability Income Coverage.
- The adjustment may be determined by a fixed percentage that may increase (e.g. 1/2% - 7%), or any percentage of the increase in the Consumer Price Index.
- The percentage limit may increase (e.g. 1/2% - 20%).
- The limited number of adjustments may increase or decrease (e.g. 3 – 60).

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General Comments

These general comments apply to the entire segment.

Any changes made through the use of variability shall be in compliance with the laws of the state in which the contract is issued.

The benefits shown will correspond to the particular coverage provided by the policyholder's plan of insurance, and will vary, depending on plan design. Variability is required so that only the appropriate information for the plan elected by the policyholder will be shown.

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 coverage may vary as sense may demand. Such connective wording will not be ambiguous or deceptive.

The placement of material may vary to avoid gaps and to allow the contractual documents to be system-produced. Information in the Schedule of Benefits may be moved to the Certificate of Coverage.

Any reference to a period of time may be changed to a longer or shorter period. Any such change will only be made if the change is a liberalization, from the covered person's perspective.

The following terms and phrases may be changed as noted in accordance with the policyholder's plan:

- "long term disability income" may be changed to "managed disability", "long term disability";
- "calendar days" may be changed to "working days";
- "Evidence of Good Health" may be changed to "proof of good health" or other phrase with the same meaning;
- "waiting period" may be changed to "elimination period" or "qualifying period";
- "predisability earnings" may be changed to "average monthly earnings";
- "Booklet-Certificate" may be changed to "Certificate", "Certificate of Coverage" or some other term with the same meaning;
- "calendar year" or "policy year" are interchangeable, or may be changed to "plan year", "contract year", "policy term", "365 consecutive day period" or "12 consecutive month period" or some other term with the same meaning;
- "illness" may be changed to "disease";
- "employee" may be changed to "subscriber", "enrollee", "member", "insured", "covered person", "you" or some other term applicable to the classification of covered individuals under the policyholder's plan;
- "Schedule of Benefits" may be changed to "Summary of Benefits", "Summary of Coverage" or some other term with the same meaning
- "policyholder" or "employer" may be changed to "association", "plan sponsor", "contract holder", "participating employer" or some other term with the same meaning;

The reference to "dependents" will be omitted when the plan does not include coverage for dependents.

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References to "dependents" will be omitted if the plan does not include such coverage.¶
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The timeframes reflected in "days" may be converted to "weeks" or "years", as appropriate, and vice versa, in accordance with the policyholder's plan.

Timeframes, dollar amounts, and percentages will vary within the range shown.

The following terms will be included or omitted in accordance with the policyholder's plan:

- "certified";
- "income";
- "accumulated sick time";
- "salary continuation program".

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References to “policyholder” or “employer” may be changed to “association”, “plan sponsor”, “contract holder”, “participating employer”, or “member group”

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The fields in the upper right “header” are variable and illustrative. Upon issue and when included they will be completed to reflect the name of the policyholder, the group policy number and the coverage effective date.

Waiting Period

This section is subject to inclusion, omission or change in accordance with the policyholder’s plan and the General Comments in EOV section S-05-00. This section contains four versions of the waiting period provision. Only one version will be included under a policyholder’s plan.

The benefits may begin on or after the specified waiting period. If benefits start on the last day of the waiting period all references to “after” will be changed to “on.”

The four waiting period provisions are explained below:

1. The first paragraph will be included when the policyholder requests the same waiting period for illnesses and injuries.

2. The second paragraph will be included when the policyholder requests a different waiting period for illness vs. injury. When included, this paragraph may be revised to reflect:

- no waiting period for injury; or
- the waiting period for injury may be less than that for illness.

3. The third paragraph will be included when the policyholder requests a waiting period for all conditions (illness and injury) that is the same, and benefits will start the greater of or lesser of the listed events.

4. The fourth paragraph will be included when the policyholder requests a waiting period for all conditions (illness and injury) that is the same, and benefits will start on the first or later of to occur of the listed events.

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The last paragraph will be included when a policyholder elects waiving the waiting period requirement if a covered person is confined as a full-time inpatient, or if the covered person undergoes outpatient surgery, or both. When a policyholder does not elect to waive the waiting period requirement if the covered person undergoes outpatient surgery, then the last sentence will be omitted.

Scheduled Monthly Benefit

The appropriate employee classification will be included in accordance with the policyholder’s plan.

The Maximum Monthly Benefit provision will be included or omitted in accordance with the policyholder’s plan and the General Comments included above. It may be revised to include language that the maximum benefit will be combined with other benefits.

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<#>Throughout the Schedule of Benefits references to “Income” are subject to inclusion or omission at the option of the policyholder.¶
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The Minimum Monthly Benefit provision will be included or omitted in accordance with the policyholder's plan and the General Comments included above.

Evidence Requirements

This provision will be included or omitted in accordance with the policyholder's plan and the General Comments included above. Only the appropriate language, terms, plan options will be reflected.

Benefits Actually Payable

This provision will be omitted if other benefits do not impact the benefit payable.

The phrase "will not" will be changed to "will" to indicate that other benefits will reduce the benefit payable.

Maximum Benefit Duration

This section may be omitted or the appropriate language and parameters will be reflected (e.g., ages, months of duration may be increased, benefits may end at the end of month of an insured's birthday) in accordance with the policyholder's plan.

Maximum Benefit Duration Schedules

This language and schedules are subject to inclusion, omission or change in accordance with the policyholder's plan and the General Comments included above.

Only the appropriate Schedule(s) will be included.

The schedules may start at a higher age, and the "months of disability" may be increased respectively. The maximum benefit duration may end on the date an event occurs, or on the last day of the calendar month in which the event occurs. In the lead in to the fourth and fifth schedules, the first age limit mentioned may range from 65 to 70, and the second age limit may range from 60 to 69.

The 60th birthday may range from 60-65. The schedule may start at an age higher than 60 years of age, ranging from 60-69. If the schedule starts at an age higher than 60 the ages below starting age will be omitted.

1. The months of disability may range from 12 months to 15 years for each stated age range.
2. If a policyholder elects to include the schedules relating to Social Security, the information will be updated to reflect any changes in Social Security. The corresponding language may be adjusted to reflect higher ages.
3. "Day of" may be replaced with "end of the month following". The maximum age may range from 62 to 75.

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The term "Waiting" may be changed to "Elimination" or "Qualifying", at the option of the policyholder.		
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The benefits may begin on or after the specified waiting period. If benefits start on the last day of the waiting period all references to "after" will be changed to "on."		
- The appropriate timeframes will be included in accordance with the policyholder's plan. This paragraph shows the maximum length of the waiting period. A policyholder may elect this maximum number of 15 months or any number below 15 months, down to a minimum waiting period of one month.		
- Throughout the Schedule of Benefits references to "certified" are subject to inclusion or omission based on the plan design elected by the policyholder.		
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This item may be omitted in accordance with the policyholder's plan. It shows the maximum length of the waiting period. A policyholder may elect this maximum number of 460 calendar days or any number below this, down to a minimum waiting period of 30 calendar days.

- The term "calendar" may be changed to "working" days, at the option of the policyholder.
- The timeframes reflected in "days" may be converted to "weeks" or "years", as appropriate, and vice versa, at the option of the policyholder.

The terms "accumulated sick time" and "salary continuation program" may both be included or either phrase may be removed.

These

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. As selected by the policyholder, benefits could start on either the

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These paragraphs show the maximum length of the waiting period. A policyholder may elect this maximum number of 12 months or 460 calendar days or any number below this, down to a minimum waiting period of one month or 30 calendar days.

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The appropriate timeframes will be included in accordance with the policyholder's plan. The continuation of the disability may range between five and 60 days, and the retroactive effective date may range between the first and 30th calendar day.

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The term "injury" may be omitted.

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The appropriate percentage will be included in accordance with the policyholder's plan. The percentage may range from 30% to 100%.

- The term "pre-disability earnings" may be replaced with "average monthly earnings", at the option of the policyholder.
- The appropriate amount will be included in accordance with the policyholder's plan. The amount may range from \$200 to \$50,000.

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“Evidence of Good Health” may be replaced with words of similar meaning (e.g. “proof of good health”).

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In the first paragraph, the maximum benefit duration may range from three months to 15 years.

The appropriate age will be included in accordance with the policyholder’s plan. The age may range from 60 to 65.

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The appropriate length of the disability and maximum age will be included in accordance with the policyholder’s plan. The length of the disability may range from 24 months to three years. The maximum age may range from 62 to 75.

[Adjustments to Your Benefits If You Work While Disabled

Your [long term disability] [monthly] benefit may be reduced if, while [monthly] benefits are payable, you receive income from:

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

which is more than [15%] of your [**adjusted**] **predisability earnings**]. The [monthly] benefit adjustment is calculated as follows:

[During the first [12 months] that you have such income, the [monthly] benefit will be reduced only to the extent the sum of the amount of that income and the [monthly] benefit payable, [without any reduction for other income benefits,] exceeds [100%] of your [**adjusted**] **predisability earnings**.]

[Thereafter,]

[The [monthly] benefit will be reduced by [90%] of such income from any employer, or from any occupation for compensation or profit. [However, only [90%] of any income earned as a participant in an **approved rehabilitation program** will be included as such income.]]

[The adjusted [monthly] benefit will be calculated by using the following formula:

(A divided by B), times C, where:

A = Your [**adjusted**] **predisability earnings**, minus the income you receive while disabled

B = Your [**adjusted**] **predisability earnings**

C = The [long term disability][monthly] benefit [payable].]

- Income means income you earn, while disabled and working, from [your employer or any other employer]. However, any income earned by working for [another employer] will be considered income [only to the extent that it exceeds the amount of income you were earning from such employer immediately before you became disabled.] [only if you]:
 - [Become employed after the date your disability started; or
 - Increase the number of hours you work, or the number or type of duties you perform for another employer after the date your disability started. In that event, only the amount of the income increase will be taken into consideration for the benefit adjustment.]

[Any other income benefits you are receiving will not be taken into account in these calculations]

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[Cost of Living Adjustment

On each [January 1] following the first [24] [consecutive] months of a [certified] disability due to the same or related causes [during which a monthly benefit is payable], the [monthly] benefit [otherwise payable] [unreduced for other income] will be increased by [~~1/2~~%] [any percentage of any increase in the **Consumer Price Index**, rounded to the nearest tenth; but not by more than [~~1/2~~%].] [Not more than [5] such increases will occur during any one [certified] disability which is due to the same or related causes.]]

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[Schedule of Benefits]

[Secondary Governmental Benefits Limit]	[30%-100% of your predisability earnings]
[Non-duplication Limit]	[30%-100% of your predisability earnings]
[Maximum Monthly Benefit Under this Plan (plus all other Income benefits)]	[\$400-\$100,000]
[Minimum Monthly Benefit:]	[\$50-\$5,000] [The greater of: (a) \$100-\$10,000; and (b) 10%-50% of your scheduled monthly benefit or, if less, 10%-50% of the maximum monthly benefit]

[You may elect coverage under any one of the available options shown above for Long Term Disability Income Coverage. If you want to make a change, your employer, will provide you with the information on how and when changes can be made.]

[Evidence Requirements]

Refer to your Booklet-Certificate for information about when you will be required to submit **evidence of good health** and what your responsibilities are to complete and submit this information to **Aetna**.

[You can become insured for Disability Coverage for an amount in excess of [\$500-\$40,000] and [40%-90%] of your **predisability earnings** only if you submit evidence of good health at your own expense to **Aetna** and such evidence is approved by **Aetna**.]

[If you elect to increase your Disability Coverage by more than [\$100-\$10,000] and [5%-70%] of your **predisability earnings** and 1 level, you can become insured for the new amount only if you submit evidence of good health at your own expense to **Aetna** and such evidence is approved by **Aetna**. This applies even if **Aetna** has approved evidence of your good health in the past.]

[If, on the Effective Date of this plan, you elect to increase the amount of your Long Term Disability coverage that was in effect under prior coverage [by more than [\$100-\$10,000] and [5%-70%] of your **predisability earnings** and [1-10] levels, you can become insured for the new amount only if: you submit evidence of good health, at your own expense, to **Aetna**; and such evidence is approved by **Aetna**. This applies even if **Aetna** has approved evidence of your good health in the past.]

[Benefits Actually Payable]

Any monthly benefit actually payable to you by **Aetna** will not be reduced by other income benefits. For additional information regarding other income benefits, see your Booklet-Certificate.]

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[Schedule of Benefits]

[Maximum Benefit Duration

Unless your certified disability ends earlier for one or more of the reasons stated in your Booklet-Certificate, your maximum benefit duration is [3 months-15 years] after the waiting period is met.

If your certified disability starts prior to your [60th-65th] birthday, it will end when the first of the following events occurs:

- After [24 months-3years] of disability after the waiting period is met; and
- The day of your [62nd-75th] birthday.

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If your certified disability starts on or after your 60th birthday, it will end with the expiration of the number of months of disability, after the waiting period is met, based on the following schedule:

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Maximum Benefit Duration Schedule	
Age When Period of Disability Starts	Months of Disability
60 but less than 61	21 months
61 but less than 62	18 months
62 but less than 63	15 months
63 but less than 64	12 months
64 but less than 65	12 months
65 but less than 66	12 months
66 but less than 67	12 months
67 but less than 68	12 months
68 but less than 69	12 months
69 and over	12 months]

[Your disability, which is due to the same or related causes, will end when the later of the following events occur:

- The calendar month when you reach normal retirement age, as determined by the 1983 Amended Social Security Normal Retirement Age; or
- When the total number of months for disability is reached, after the waiting period is met as figured from the following Schedule. This is only if your disability period starts on or after your 60th birthday.
- The expiration of the number of months of disability, after the waiting period is met as figured from the following Schedule, if your disability starts on or after the date you reach age 60.]

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[Schedule of Benefits]

[Maximum Benefit Duration Schedule]	
Age When Period of Disability Starts	Months of Disability
60 but less than 61	21 months
61 but less than 62	18 months
62 but less than 63	15 months
63 but less than 64	12 months
64 but less than 65	12 months
65 but less than 66	12 months
66 but less than 67	12 months
67 but less than 68	12 months
68 but less than 69	12 months
69 and over	12 months]
[1983 Amended Social Security Normal Retirement Age]	
Year of Birth	Normal Retirement Age
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 to 1954	66]
[1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
After 1959	67]

[Unless your certified disability ends earlier for one or more of the reasons stated in your Booklet-Certificate, your coverage will end [on the day of your 62nd birthday].

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[Schedule of Benefits]

[Maximum Benefit Duration

Unless your disability ends earlier for one or more of the reasons stated in your Booklet-Certificate, your disability will end when the later of the following events occur:

- You reach age 65; and
- You reach normal retirement age, as determined by the 1983 Amended Social Security Normal Retirement Age; and
- The expiration of the number of months of disability, after the waiting period is met, as figured from the following Schedule, if your disability starts on or after the date you reach age 60]:

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Maximum Benefit Duration Schedule	
Age When Disability Starts	Months of Disability (after the waiting period is met)
60 but less than 61	60 months
61 but less than 62	48 months
62 but less than 63	36 months
63 but less than 64	24 months
64 but less than 65	12 months
65 but less than 66	12 months
66 but less than 67	12 months
67 but less than 68	12 months
68 but less than 69	12 months
69 and over	12 months]

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[1983] Amended Social Security Normal Retirement Age	
Year of Birth	Normal Retirement Age
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 to 1954	66]
[1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
After 1959	67]

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[Schedule of Benefits]

[Unless your disability ends earlier for one or more of the reasons stated in your Booklet-Certificate, your maximum benefit duration is: 3 after the waiting period is met.]

[Unless your disability ends earlier for one or more of the reasons stated in your Booklet-Certificate, your maximum benefit duration is based on the following schedule:

- If your disability starts before the date you reach age 60, your disability will end when you reach age 65.
- If your disability starts before the date you reach age 60, your disability will end 3 months after the waiting period is met.
- If your disability starts between the date you reach age 60 and the date you reach age 61, your disability will end [3-180] months after the waiting period is met.
- If your disability starts between the date you reach age 60 and the date you reach age 61, your disability will end when you reach age 65.
- If your disability starts on or after the date you reach age 61, your disability will end 3 months after the waiting period is met.
- If your disability starts on or after the date you reach age 61, your disability will end with the expiration of the number of months of disability, after the waiting period is met, as figured from the following Schedule:

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Maximum Benefit Duration Schedule	
Age When Disability Starts	Months of Disability (after the waiting period is met)
61 but less than 62	12 months
62 but less than 63	12 months
63 but less than 64	12 months
64 but less than 65	12 months
65 but less than 66	12 months
66 but less than 67	12 months
67 but less than 68	12 months
68 but less than 69	12 months
69 and over	12 months]

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[Schedule of Benefits]

[Unless your disability ends earlier for one or more of the reasons stated in your Booklet-Certificate, your maximum benefit duration is based on the following schedule:

Maximum Benefit Duration Schedule	
Age When Disability Starts	Months of Disability (after the waiting period is met)
Less than 60	24 months
60 but less than 61	12 months
61 but less than 62	12 months
62 but less than 63	12 months
63 but less than 64	12 months
64 but less than 65	12 months
65 but less than 66	12 months
66 but less than 67	12 months
67 but less than 68	12 months
68 but less than 69	12 months
69 and over	12 months]

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General

This *Schedule of Benefits* replaces any similar *Schedule of Benefits* previously in effect under your plan of long term disability [income](#) benefits. Requests for coverage other than that to which you are entitled in accordance with this *Schedule of Benefits* cannot be accepted. This Schedule is part of your Booklet-Certificate, and should be kept with your Booklet-Certificate. Coverage is underwritten by Aetna Life Insurance Company.]

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John W. Ciesielski
Product & Regulatory Approvals
Law and Regulatory Affairs
151 Farmington Ave, RW61
Hartford, CT 06156
(845) 279-1282
Fax: (860) 952-2065
Email: Ciesielskijw@aetna.com

June 7, 2011

Mr. Joe Musgrove
Life, A&H Division
Arkansas Department of Insurance
1200 West Third Street
Little Rock, AR 72201-1904

Subject: **Aetna Life Insurance Company - NAIC No. 001-60054**
Group Disability Insurance
Booklet-Certificate Insert Page: GR-9N 06-020 03
Schedule Page: GR-9N S-05-01 04

Dear Mr. Musgrove:

The forms listed above are being submitted for your Department's review and approval on a general use basis. The forms are new and do not replace any previously filed form. They are in final form rather than being a draft or proof.

We intend to use these forms within certificate form GR-9N, approved by your Department on June 23, 2006, and wraparound contract form GR-29N, approved by your Department on June 23, 2006.

The forms included in this submission represent two revisions to our disability products and are intended to afford Aetna the flexibility to:

- Revise the ranges for the Cost of Living Adjustment (COLA) for Pre-disability earnings to allow for additional policyholder flexibility and to correct the range applicable to flat COLA adjustment, (i.e., the adjustment not based on the Consumer Price Index).
- Reduce the minimum waiting period from 30 days to 1 day.

These changes will allow Aetna's disability income plans to support features that are currently being offered in the marketplace by its competitors.

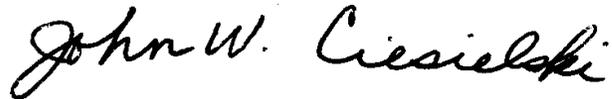
The material within brackets is intended to be variable and may be subject inclusion, omission or change, according to the needs of a particular Employer. Enclosed with this letter is an Explanation of Variable Material, which describes how the variable material may be changed for each form.

The required Explanation of Variables and Redlines accompany this letter.

An Aetna electronic fund transfer in the amount of \$50.00 is has been made in payment of your Department's filing fee.

We trust that you will find everything in order, and we look forward to your response. If you have any questions regarding this filing, please do not hesitate to contact me at the above mailing address, telephone number or e-mail address.

Sincerely,

A handwritten signature in black ink that reads "John W. Ciesielski". The signature is written in a cursive style with a large, prominent 'J' and 'C'.

John W. Ciesielski
Product & Regulatory Approvals
Law and Regulatory Affairs

STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: Aetna Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
GR9N 06-020 03	47.5
GR9N S-05-01 04	0

Signed: John W Ciesielski

Name: John W Ciesielski

Title: Senior Consultant

Date: June 7, 2011