

**Aetna Voluntary  
Plans®  
Benefits Plan**

**Prepared Exclusively for  
99 Cents Only Stores**

**Life Insurance and Accidental Death  
Coverage**

**What Your Plan  
Covers and How  
Benefits are Paid**

**Aetna Life Insurance Company  
Booklet-Certificate**

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



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

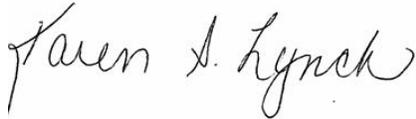
Aetna Life Insurance Company (ALIC) is pleased to provide you with this *Booklet-Certificate*. Read this *Booklet-Certificate* carefully. The plan is underwritten by Aetna Life Insurance Company of Hartford, Connecticut (referred to as **Aetna**).

This *Booklet-Certificate* is part of the *Group Insurance Policy* between Aetna Life Insurance Company and the Policyholder. The *Group Insurance Policy* determines the terms and conditions of coverage. **Aetna** agrees with the Policyholder to provide coverage in accordance with the conditions, rights, and privileges as set forth in this *Booklet-Certificate*. The Policyholder selects the products and benefit levels under the plan. A person covered under this plan and their covered dependents are subject to all the conditions and provisions of the *Group Insurance Policy*.

The *Booklet-Certificate* describes the rights and obligations of you and **Aetna**, what the plan covers and how benefits are paid for that coverage. It is your responsibility to understand the terms and conditions in this *Booklet-Certificate*. Your *Booklet-Certificate* includes the *Schedule of Benefits* and any amendments or riders.

If you become insured, this *Booklet-Certificate* becomes your *Certificate of Coverage* under the *Group Insurance Policy*, and it replaces and supersedes all certificates describing similar coverage that **Aetna** previously issued to you.

Group Policyholder:	99 Cents Only Stores
Group Policy Number:	GP-883088
Effective Date:	September 1, 2020
Issue Date:	July 1, 2019
Booklet Certificate Number:	5



Karen S. Lynch  
President

Aetna Life Insurance Company  
(A Stock Company)

## **Important Information Regarding Availability of Coverage** (GR-9N-02-005-01 RJ)

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

Unless specifically provided in any applicable termination or continuation of coverage provision described in this *Booklet-Certificate* or under the terms of the *Group Insurance Policy*, the plan does not pay benefits for a loss, disability, or expense for a health care service or supply incurred before coverage starts or after it ends.

This applies even if the loss, disability, or expense was incurred because of an accident that occurred, began or existed while coverage was in effect. Please refer to the sections, “*Termination of Coverage (Extension of Benefits)*” and “*Continuation of Coverage*” for more details about these provisions.

Benefits may be modified during the term of this plan as specifically provided under the terms of the *Group Insurance Policy* or upon renewal. If benefits are modified, the revised benefits (including any reduction in benefits or elimination of benefits) apply for services or supplies furnished on or after the effective date of the modification. There is no vested right to receive the benefits of the *Group Insurance Policy* or this *Booklet-Certificate*.

# When Your Coverage Begins

(GR-9N-29-005-02)

Who Can Be Covered

How and When to Enroll

When Your Coverage Begins

Throughout this section you will find information on who can be covered under the plan, how to enroll and what to do when there is a change in your life that affects coverage. In this section, “you” means the employee.

## Who Can Be Covered

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

### Employees

To be covered by this plan, the following requirements must be met:

- You will need to be in an eligible class, as defined below;
- You have reached your eligibility date; and
- You have completed any waiting period or probationary period required by the employer.

### Determining if You Are in an Eligible Class

You are in an eligible class if:

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

### Probationary Period

Once you enter an eligible class, you will need to complete a probationary period, as defined by your employer, before your coverage under this plan begins.

### Determining When You Become Eligible

You become eligible for the plan on your eligibility date, which is determined as follows.

#### On the Effective Date of the Plan

If you are in an eligible class on the effective date of this plan, and you had previously satisfied the plan's probationary period, your coverage eligibility date is the effective date of this plan. If you are in an eligible class on the effective date of this plan, but you have not yet satisfied the plan's probationary period, your coverage eligibility date is the date you complete the probationary period. If you had already satisfied the probationary period before you entered the eligible class, your eligibility date is the date you enter the eligible class.

#### After the Effective Date of the Plan

If you are in an eligible class on the date of hire, your eligibility date is the date you complete the probationary period.

If you are hired or enter an eligible class after the effective date of this plan, your coverage eligibility date is the date you complete the probationary period. If you had already satisfied the probationary period before you entered the eligible class, your coverage eligibility date is the date you enter the eligible class.

## Obtaining Coverage for Dependents (GR-9N 29-010 01 RI)

Your dependents can be covered under your plan. You may enroll the following dependents:

- Your legal spouse; or
- Your domestic partner who meets the rules set by your employer; and
- Your dependent children; and
- Dependent children of your domestic partner.

**Aetna** will rely upon your employer to determine whether or not a person meets the definition of a dependent for coverage under the plan. This determination will be conclusive and binding upon all persons for the purposes of this plan.

### Coverage for Domestic Partner (GR-9N 29-010 01 RI)

To be eligible for coverage, you and your domestic partner will need to complete and sign a Declaration of Domestic Partnership.

### Coverage for Dependent Children (GR-9N-29-010L-12 RI)

To be eligible, a dependent child must be under 26 years of age.

An eligible dependent child includes:

- Your biological children.
- Your stepchildren.
- Your legally adopted children.
- Your foster children, including any children placed with you for adoption.
- Any children for whom you are responsible under court-order.
- Your grandchildren in your court-ordered custody.
- Any other child with whom you have a parent-child relationship.

Coverage for a handicapped child may be continued past the age limits shown above. See *Handicapped Dependent Children* for more information.

### Important Reminder

Keep in mind that you cannot receive coverage under this Plan as:

- Both an employee and a dependent; or
- A dependent of more than one employee.

## How and When to Enroll (GR-9N S 29-015 03)

### Initial Enrollment in the Plan

You will be provided with plan benefit and enrollment information when you first become eligible to enroll. To complete the enrollment process, you will need to provide all requested information for yourself and your eligible dependents. You will also need to agree to make required contributions for any contributory coverage. Your employer will determine the amount of your plan contributions, which you will need to agree to before you can enroll. Your employer will advise you of the required amount of your contributions and will deduct your contributions from your pay. Remember plan contributions are subject to change.

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

Newborns are automatically covered for 31 days after birth. To continue coverage after 31 days, you will need to complete a change form and return it to your employer within the 31-day enrollment period.

## Annual Enrollment

During the annual enrollment period, you will have the opportunity to review your coverage needs for the upcoming year. During this period, you have the option to change your coverage. The choices you make during this annual enrollment period will become effective the following year.

If you do not enroll yourself or a dependent for coverage when you first become eligible, but wish to do so later, you will need to do so during the next annual enrollment period.

## When Your Coverage Begins (GR-9N-29-025-01 RI)

### Your Effective Date of Coverage

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

- The date you are eligible for coverage; or
- The date you return your completed enrollment information; and
- The first day of the pay period following the pay period in which a deduction occurs; and
- The date any required evidence of good health is approved by Aetna.

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

If you do not return your completed enrollment information within 31 days of your eligibility date, the rules under the *Special or Late Enrollment Periods* section will apply.

#### **Important Notice:**

You must pay the required contribution in full.

### Your Dependent's Effective Date of Coverage

Your dependent's coverage takes effect on the same day that your coverage becomes effective, if you have enrolled them in the plan by then.

**Note:** New dependents need to be reported to **Aetna** within 31 days because they may affect your contributions.

# Your Life Insurance Plan

(GR-9N 03-005 02 RJ)

**Naming Your Beneficiary**

**Benefit Payments**

**Changing Your Elections**

Life insurance is an important component of your financial planning. The Life Insurance Plan pays a benefit to your beneficiary if you die while covered by the plan. Refer to the *Schedule of Life Insurance Benefits* for information about the plan's benefit. This section will help you understand the following:

- Naming a Beneficiary
- Payment of Benefits
- How to convert your coverage, and
- How to change coverage amounts

## If Totally Disabled When Life Insurance Discontinues

When Life Insurance ceases because Life Insurance discontinues as to your employee class, and you are then totally disabled, a benefit may be payable if all the following tests are met:

- Life Insurance is being continued in force for you, as provided elsewhere in the group contract while you are not at work due to illness or injury, or you are eligible due to permanent and total disability.
- You die within 6 months after such discontinuance.
- You would (in the absence of such discontinuance) have remained eligible to have your Life Insurance continued as provided elsewhere in the group contract while you are not at work due to disease or injury. This test must be met at all times from the date Life Insurance discontinues to the date of your death.
- Aetna has received at its Home Office, not later than 3 months after your death, proof that all the above apply.

The amount of death benefit payable to your beneficiary will be the amount of Life Insurance in force for you on the date you ceased active work. However:

- If, on the date of your death, you are covered under an individual policy issued under the Conversion Privilege, the amount of death benefit will be reduced by the amount of the individual policy.
- If the individual policy is given up without claim, the amount of the individual policy, and the amount of all premiums paid on it, will be paid to the person or persons entitled to payment under the individual policy.

A claim approved under this disability provision will be in full settlement of Aetna's obligations.

The Conversion Privilege applicable to discontinuance of Life Insurance as to your employee class is only available to you during the 31 day period after such discontinuance.

## How the Plan Works (GR-9N 03-005 01)

### Naming Your Beneficiary

A beneficiary is the person you designate to receive life benefits if you should die while you are covered. You may name anyone you wish as your beneficiary. You may name more than one beneficiary. You will need to complete a beneficiary designation form, which you can get from your employer.

If you name more than one primary beneficiary, the life insurance benefits will be paid out equally unless you stipulate otherwise on the form. If you name more than one primary beneficiary and the amount or percentage of the payment to your primary beneficiaries does not equal 100% of your life insurance amount, the difference will be paid equally to your named primary beneficiaries.

You may change your beneficiary choice at any time by completing a new beneficiary designation form. Send the completed form to your employer or to **Aetna**. The beneficiary change will be effective on the date you sign a new beneficiary designation form.

Prior to your death, you are the only person who can name or change your beneficiary. No other person may change your beneficiary on your behalf, including, but not limited to, any agent under power of attorney, whether durable or non-durable, or other power of appointment.

**Aetna** pays life insurance benefits in accordance with the beneficiary designation it has on record. Any payment made before **Aetna** receives your request for a beneficiary change will be made to your previously designated beneficiary. **Aetna** will be fully discharged of its duties as to any payment made, if the payment is made before **Aetna** receives notification of a change in beneficiary.

### **If Your Beneficiary Dies Before You**

If one of your named primary beneficiaries dies before you, his or her share will be payable in equal shares to any other named primary beneficiaries who survive you. If you have named a contingent beneficiary, your contingent beneficiary will only be paid if all primary beneficiaries die before you.

If you have not named a primary or contingent beneficiary, or if the person you have named dies before you, payment will be made as follows to those who survive you:

- Your spouse.
- If there is no spouse, in equal shares to your children.
- If there is no spouse, or you have no children, to your parents, equally or to the survivor.
- If there is no spouse, or you have no children, or parents, in equal shares to your brothers and sisters.
- If none of the above survives, to your executors or administrators.

### **If Your Beneficiary Is a Minor**

The method of payment will differ if your beneficiary is:

- A minor; or
- Legally unable to give a valid release for payment of any Life Insurance benefit, in **Aetna's** opinion.

**Aetna** will issue (as permitted by applicable state law) the life insurance payment to:

- The guardian of your beneficiary's estate; or
- The custodian of the beneficiary's estate under the Uniforms Transfer to Minors Act; or
- An adult caretaker/legal guardian.

**Aetna** will be fully discharged of its duties as to the extent of the payment made. **Aetna** is not responsible for how the payment is used.

### **Assignment of Life Insurance** (GR-9N 03-010 01)

An assignment is the transfer of your rights under the group policy to a person you name. You may assign, as a gift, all ownership of your life insurance benefit. **Aetna** and your employer must give written consent to the assignment.

To request assignment of your life insurance you must complete an assignment form. Forms are available from your employer. Send the completed form to **Aetna** for consent. You may wish to contact legal counsel prior to assigning your life insurance rights. Neither your employer nor **Aetna** guarantees or assumes any obligation concerning the sufficiency or validity of any assignment for purposes of your tax or estate planning.

## Payment of Benefits

**Aetna** will issue a death benefit payment to your beneficiary as soon as the necessary written proof supporting the death claim is received. All benefit payments to your beneficiary will be made in a lump sum. All other non-death benefit payments are payable to you.

**Aetna** will be fully discharged of its duties as to the extent of the payments made. **Aetna** is not responsible for how the payment is used.

## Claims of Creditors

Life insurance and accidental death coverage payments are exempt from legal or equitable process for your debts, where permitted by law. The exemption also applies to the debts of your beneficiary.

## Conversion Benefit (GR-9N 03-010 01)

A life conversion option may be available without a medical exam if you apply for it within 31 days of your loss of eligibility under the plan. For more information about the conversion provision, refer to the Conversion section.

## Dependent Life Insurance (GR-9N 03-010 01)

Dependent life insurance pays a benefit to you if one of your covered dependents dies at any time or place. **Aetna** will pay the benefit per the Payment of Benefits section. If you are not living at the time the benefit is paid, the payment will be made to your executors or administrators. **Aetna** has the option to make this payment to your spouse.

The following dependents are not eligible for dependent life insurance:

- Full-time, active military personnel; and
- Children who are not born alive.

Refer to Eligibility for more information about dependent eligibility.

## Employee and Dependent Life Suicide Exclusion (GR-9N-03-095 01)

The plan will not pay a benefit if:

- you, or your dependent, die by suicide, while sane or insane, or from an intentionally self-inflicted **injury**, within two years from the effective date of your, or your dependent's coverage.

If your, or your dependent's, death occurs after two years of the effective date of your, or your dependent's coverage, but within two years of the date that any increase in coverage becomes effective, no death benefit will be payable for any such increased amount.

# Accidental Death Coverage

(GR-9N 04-120 01)

Covered Losses

Accident Benefits Payable

The Accidental Death Coverage covers your loss of life as described below in the *Covered Loss* section.

Accidental Death benefits are payable in addition to any other coverage you may have from your employer.

Refer to the *Schedule of Benefits* for additional information about your Accidental Death Coverage.

## How the Plan works

### Covered Loss

The plan covers the loss of your life solely and as a direct result of an **injury** that happens while you are covered by the plan. The loss must be caused directly, and apart from any other cause, by that **injury** within 365 days after the **accident**.

### Exposure

Loss of life caused by exposure to natural or chemical elements will be treated as accidental if the exposure was a direct result of an **accident**.

### Disappearance

The plan will pay an accidental death benefit if your body is not found, and no contrary evidence about the circumstances of your disappearance arises, within one year of the accidental disappearance, sinking, or wrecking of a conveyance you occupied.

### Accidental Death Benefit Payable

The plan will pay a benefit for a Covered Loss as described above. The benefit is expressed as a percentage of the principal sum. The principal sum is the full benefit payable by the plan. The following table defines the benefit payable.

Covered Loss	Percentage of the Principal Sum Paid By the Plan
Loss of Life	100%

### Payments of Benefits

The benefits for the loss of life will be paid to the beneficiary you named.

### Maximum Benefit

The plan will pay up to the principal sum of your loss of life that results from the **accident**.

### Beneficiaries

You may name or change your beneficiary by filing written request at your employer's headquarters or at **Aetna's** home office. Ask your employer for the forms. The naming or any change will take effect as of the date you execute the request. **Aetna** will be fully discharged of its duties as to any payment made by it before your request is received at its home office.

Any amount payable to a beneficiary will be paid to those you name. Unless you state to the contrary, if more than one beneficiary is named, they will share on equal terms.

If a named beneficiary dies before you, his or her share will be payable in equal shares to any other named beneficiaries who survive you.

If no named beneficiary survives you or if no beneficiary has been named, payment will be made as follows to those who survive you:

- Your spouse, if any.
- If there is no spouse, in equal shares to your children.
- If there is no spouse or child, to your parents, equally or to the survivor.
- If there is no spouse, child or parent, in equal shares to your brothers and sisters.
- If none of the above survives, to your executors or administrators.

## Exclusions That Apply to Accidental Death Coverage (GR-9N 28-005 01)

No benefits are payable for a loss caused or contributed to by:

- Air or space travel. This does not apply if a person is a passenger, with no duties at all, on an aircraft being used only to carry passengers (with or without cargo.)
- Bodily or mental infirmity.\*
- Commission of or attempting to commit a criminal act.
- Disease, ptomaine or bacterial infection.\*
- Illness, ptomaine or bacterial infection.
- Intended or accidental contact with nuclear or atomic energy by explosion and/or release.
- Intentionally self-inflicted **injury**.
- Medical or surgical treatment\*.
- Suicide or attempted suicide (while sane or insane).
- Taking a drug or chemical not administered by a **physician**.
- Travel in; travel on; fall from; or descent from; any aircraft (including a hang glider) while such aircraft is in flight. Unless you are traveling solely: as a fare paying passenger on a licensed, commercial, regularly scheduled non-military aircraft; or in a civil aircraft having a current and valid "Standard Federal Aviation Agency Airworthiness Certificate" and is piloted by a person with a current and valid pilot's certificate with proper ratings for the type of flight and aircraft involved.
- Use of alcohol or intoxicants. An accident in which the blood alcohol level of the operator of the **motor vehicle** meets or exceeds the level at which intoxication would be presumed under the law of the state where the accident occurred shall be deemed to be caused by the use of alcohol.
- Use of drugs, except as prescribed by a **physician**.
- Voluntary inhalation of poisonous gases.
- Voluntary taking of poison.
- War or any act of war (declared or not declared).

\*These do not apply if the loss is caused by:

- An infection which results directly from the **injury**.
- Surgery needed because of the **injury**.

The **injury** must not be one which is excluded by the terms of this section.

# When Life and Accidental Death Coverage Amounts are Reduced

## Age Reduction Rules

Life insurance and accidental death coverage amounts will be reduced by 50% at age 70.

Reductions are based on the amount of life insurance and accidental death coverage amounts in force on the day prior to the first day of the month in which you attain age 70.

The reduction will take effect on the first day of the calendar month in which you attain that age.

If you become eligible for coverage after you reach age 70, your amount of life insurance and accidental death coverage will be figured by multiplying:

- The amount of insurance you would have been eligible for prior to age 70; times.
- The applicable percentage, based on your current age, as shown in the above schedule.

## When You Retire

Life insurance and accidental death coverage ends when you retire.

## When Coverage Ends (GR-9N-30-015-04)

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

### When Coverage Ends for Employees (GR-9N 30-005 03)

Your coverage under the plan will end if:

- The plan is discontinued;
- You voluntarily stop your coverage;
- The group policy ends;
- You are no longer eligible for coverage;
- You do not make any required contributions;
- You become covered under another plan offered by your employer; or
- Your employment stops. This will be either the date you stop active work, or the day before the first premium due date that occurs after you stop active work. However, if premium payments are made on your behalf, your coverage may continue until stopped by your employer as described below:
  - For Life Insurance, if you are not **actively at work** due to **illness** or **injury** your coverage will be continued for 6 months from the start of the absence. It may be further continued until stopped by your Employer but not beyond 12 months from the start of the absence.
  - If you are not **actively at work** due to temporary lay-off or leave of absence, your coverage may continue until stopped by your employer. Your coverage will not continue beyond the end of the policy month after the policy month in which your absence started. A "policy month" is defined in the group policy on file with your employer.
  - If you are eligible as a permanently and totally disabled employee, your coverage may be deemed to continue for Life Insurance while you remain eligible.

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

## When Coverage Ends for Dependents (GR-9N 30-015 01)

Coverage for your dependents will end if:

- You are no longer eligible for dependents' coverage;
- You do not make the required contribution toward the cost of dependents' coverage;
- Your own coverage ends for any of the reasons listed under *When Coverage Ends* for Employees.

Coverage for dependents may continue for a period after your death. Coverage for handicapped dependents may continue after your dependent reaches any limiting age. See *Continuation of Coverage* for more information.

## Continuation of Coverage (GR-9N S 31-015 05 RI)

### Handicapped Dependent Children (GR-9N-31-015 01 RI)

Life Insurance for your fully handicapped dependent child may be continued past the maximum age for a dependent child. However:

- Life Insurance may not be continued if the child has been issued an individual medical life 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 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.

## Converting to an Individual Life Insurance Policy (GR-9N 31-030 02 RI)

### Eligibility

You may be eligible to apply for an individual life insurance policy, called a conversion policy, if the group plan coverage for you or your dependents ends because:

- Your employment was terminated;
- You are no longer in an eligible class; or
- Your coverage amount has been reduced because of the group policy age, pension or retirement reductions.

You may also convert your covered dependents life insurance to an individual policy, if:

- You are no longer in an eligible class that is eligible for dependent coverage; or
- Your dependent no longer qualifies as a covered dependent due to age.

Your dependents may convert their coverage as an individual policy if their coverage ends because:

- Your marriage ends in divorce or annulment; or
- You die.

In these circumstances, an application for conversion can be completed and submitted to **Aetna** without providing proof of good health.

When life insurance ends because that part of the group contract ends or because that part of the group contract discontinues as to your employee class, and your life insurance has been in force under the group contract for at least 5 years in a row, the amount in force less the amount of any group life insurance for which the person becomes eligible within 31 days of the date coverage ended may be converted to an individual policy. The maximum amount that can be converted by each person is \$10,000.

## Features of the Conversion Policy

The amount of coverage in the conversion policy will be determined at the time of application. The policy will take into consideration:

- Your age or the age of your dependents,
- The group plan's policy value in force in the prior 5 year period and the current entitlement under the group plan,
- Aetna's available products at the time of application.

The converted policy may be any kind of individual policy then customarily being issued for the amount being converted and for your age (nearest birthday) on the date it will be issued. The provisions of the conversion policy may not be the same as the provisions of the group plan. The conversion policy may not be a term policy, may not include disability or other supplementary benefits, it may contain exclusions, or may have exclusions that are different from those in the group policy. Once your individual policy becomes effective it will replace the benefits and privileges of your former group plan.

## Your Premiums and Payments

Aetna will set the premium cost for the converted policy at the customary rates in effect at the time the policy is issued. You will be responsible for making premium payments on a timely basis.

## Electing Conversion

You or your dependents will be notified of the right to convert within 15 days before or after the date life insurance ends or is reduced. Written notice of the Life Conversion Privilege and Request form will be given to you by your employer or mailed to you by your employer to your last known address. The notice will include detailed instructions.

Submit to **Aetna** your completed application, along with the first premium payment, within 31 days after you insurance ends for any of the reasons under "Eligibility" above.

Should you be notified of your right to convert more than 15, but less than 60 days after the date insurance would otherwise end or be reduced, the period to make written request to convert and pay the first premium will be extended for 15 days after you are given such notice. But, if notice is not given within 60 days after your insurance ended or was reduced, the time allowed to convert will expire at the end of those 60 days.

## **When an Individual Policy Becomes Effective**

Your individual policy will become effective after Aetna has processed your completed application and premium payment. The individual policy will become effective at the end of the 31 day period described in the *Electing Conversion* section.

## **Impact of Death during Conversion Application Timeframe**

If you or your dependent die during the 31-day conversion period and before the individual policy becomes effective, benefits to your beneficiary will be paid through your group plan. The amount payable is limited to the maximum amount that would have been converted to your individual policy. This limit will apply even if **Aetna** has not received a conversion application or the first premium payment for the individual policy.

# General Provisions

(GR-9N-32-005-02 RI)

## Legal Action (GR-9N-32-005-03 RI)

The following information does not apply to Life Insurance.

No legal action can be brought to recover payment under any benefit after 3 years from the deadline for filing claims.

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

## Confidentiality

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

## Additional Provisions

The following additional provisions apply to your coverage:

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

## Assignments

An assignment is the transfer of your rights under the group policy to a person you name. You may assign, as a gift, all ownership of your Life Insurance benefit or Accidental Death Benefit coverage. **Aetna** and your employer must give written consent to the assignment.

To request assignment of your Life Insurance or Accidental Death Benefit coverage you must complete an assignment form. Forms are available from your employer. Send the completed form to **Aetna** for consent. You may wish to contact legal counsel prior to assigning your life insurance or accidental death benefit coverage rights. Neither your employer nor **Aetna** guarantees or assumes any obligation concerning the sufficiency or validity of any assignment for purposes of your tax or estate planning.

## Claims of Creditors

Life and Accidental Death Benefit coverage benefit payments are exempt from legal or equitable process for your debts, where permitted by law. The exemption applies to the debts of your beneficiary, too.

## Misstatements (GR-9N-32-005-02)

If any fact as to the Policyholder or you is found to have been misstated, a fair change in premiums may be made. If the misstatement affects the existence or amount of coverage, the true facts will be used in determining whether coverage is or remains in force and its amount.

All statements made by the Policyholder or you shall be deemed representations and not warranties. No written statement made by you shall be used by **Aetna** in a contest unless a copy of the statement is or has been furnished to you or your beneficiary, or the person making the claim.

**Aetna's** failure to implement or insist upon compliance with any provision of this policy at any given time or times, shall not constitute a waiver of **Aetna's** right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of premiums. This applies whether or not the circumstances are the same.

## Incontestability (GR-9N-32-005-02)

During the first two years that your insurance is in force, any statement that you have made may be used by **Aetna** in contesting the validity of that coverage. This also applies to any increase in your coverage for the two years that follow the effective date of that increase, if evidence of good health was required in order for the increase to take effect.

Once coverage (including any increases in coverage) has been continuously in effect for two years, the validity of your insurance (or increase in coverage) under this plan shall not be contested by **Aetna** unless your statement was in writing on a form signed by you and was fraudulently made in order to obtain that coverage or increase.

**Aetna** may also contest the validity of your insurance at any time under this plan for non-payment of premiums when due.

## Notice of Claim - Claim Forms (GR-9N-32-020-01 RI)

Written notice of claim must be furnished to **Aetna**. This must be done within 20 days after any loss or period of disability for which **Aetna** is liable, occurs or starts, or as soon after that as is possible. Notice given, at **Aetna's** Home Office or to one of its agents, by or for a person making claim shall be deemed to be notice of claim, as long as the facts are clear enough to identify you.

**Aetna** will furnish you with claim forms within 15 days of the notice of claim. If forms are not furnished, written proof of loss must still be furnished as set forth in the next section.

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

You are required to submit a claim to **Aetna** in writing. Claim forms may be obtained from **Aetna**.

Your claim must give proof of the nature and extent of the loss. You must furnish true and correct information as **Aetna** may reasonably request.

## Reporting of Accidental Death Claims

In addition to the above, a claim must be submitted to **Aetna** in writing within 90 days after the date of the loss for Accidental Death Coverage. All claims must give proof of the nature and extent of the loss. Your employer has claim forms.

## Reporting of Life Insurance Claims

In addition to the above, a claim must be submitted to **Aetna** in writing.

If, through no fault of your own, you are not able to meet the deadline for filing claim, your claim will still be accepted if you file as soon as possible. Unless you are legally incapacitated, late claims for Accidental Death & Personal Loss Coverage will not be covered if they are filed more than two years after the deadline.

## Payment of Benefits (GR-9N-32-025-04)

Benefits will be paid as soon as the necessary proof to support the claim is received. Written proof must be provided for all benefits.

Any death benefit payable under the Life Insurance Plan and Accidental Death Coverage for the loss of life will be paid in accordance with the beneficiary designation. The total proceeds of any benefit will be paid by delivery of a checkbook. One check may be written by the checkbook holder to access the entire proceeds, or multiple checks may be written until the entire checkbook balance is withdrawn or the checkbook balance drops below Aetna's minimum balance requirements. **Aetna** will credit interest compounded daily on the checkbook balance not withdrawn at a guaranteed minimum rate equal to the current Bank Rate Monitor Index® which tracks money market interest rates paid on bank deposits, or an equivalent measure if this index is not available, plus 0.25%.

Payments, however, made outside the United States, to an assignee, to a representative of a beneficiary, to a non-natural person, on behalf of a minor or in an amount less than \$5,000 will be paid by check and not by delivery of a checkbook.

If your beneficiary is a minor or legally unable to give a valid release for payment of any life insurance benefit or accidental death benefit coverage, the benefit will be payable to the guardian of the estate of the minor, or to the custodian under the Uniform Transfer to Minors Act, or an adult caretaker, when permitted under applicable state law.

Any unpaid balance will be paid within 30 days of receipt by **Aetna** of the due written proof. This paragraph does not apply to Life Insurance.

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

## Contacting Aetna (GR-9N-32-005-02 RI)

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

Aetna Life Insurance Company  
151 Farmington Avenue  
Hartford, CT 06156

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

## Effect of Prior Coverage - Transferred Business (GR-9N 32-040-02 RI)

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 Accident Death Benefit coverage under this plan replaces and supersedes any prior life insurance or accidental death benefit coverage. It will be in exchange for everything as to the prior life insurance or accidental death benefit coverage. If you or your beneficiary becomes entitled to claim 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 coverage plan will apply to this plan. This can be changed according to the terms of this plan.

# Glossary

(GR-9N-34-005-05-RI)

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

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

### **Accident** (GR-9N-34-005-02)

This means a sudden external trauma that is; unexpected; and unforeseen; and is an identifiable **occurrence** or event producing, at the time, objective symptoms of an external bodily **injury**. The **accident** must occur while the person is covered under this Policy. The **occurrence** or event must be definite as to time and place. It must not be due to, or contributed by, an **illness** or disease of any kind including a reaction to a condition that manifests within the human body or a reaction to a drug or medication regardless of the reason you have consumed the drug or medication.

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

You will be considered to be active at work, actively at work or performing active work on any of your employer's scheduled work days if, on that day, you are performing the regular duties of your job on a full time basis for the number of hours you are normally scheduled to work. In addition, you will be considered to be actively at work on the following days:

- any day which is not one of your employer's scheduled work days if you were actively at work on the preceding scheduled work day; or
- a normal vacation day.

## **Aetna**

**Aetna** Life Insurance Company, an affiliate, or a third party vendor under contract with **Aetna**.

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

### **Illness**

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

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

An accidental bodily **injury** that is the sole and direct result of:

- An unexpected or reasonably unforeseen occurrence or event; or
- The reasonable unforeseeable consequences of a voluntary act by the person.

The act or event must be definite as to time and place. An **injury** is not the direct result of **illness**.

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

### **Motor Vehicle**

This is a vehicle or vessel that is powered by any form of a motor, whether or not registered for land, air or water use and it is

- A passenger land or water vehicle of pleasure design which includes autos, vans, trucks, three or four-wheel all-terrain vehicles (ATV), motorcycles, motor scooters, four wheel drive vehicles, snowmobiles, and self-propelled motor homes; or
- A vehicle of commercial use or design which includes, but is not limited to a cab, limousine, tractor trailer or box truck, a bus or lawn tractor; or
- Any form of motorized equipment designed for use in construction or demolition which includes, but is not limited to a bulldozer, crane, front-loader, backhoe, steam roller or paver; or
- A vehicle designed for water use which includes, but is not limited to a boat, ship, jet-ski or personal water craft of any design, including sail-boats or other wind powered water craft; or
- A vehicle designed for air use which includes, but is not limited to a plane (including a glider), jet, an ultra-light aircraft or helicopter; or
- A vehicle used for any form of racing or any other type of competitive event; or
- A vehicle designed for use in farming.

## **N** (GR-9N-34-070-05)

### **Non-Occupational Illness**

A **non-occupational illness** is an **illness** that does not:

- Arise out of (or in the course of) any work for pay or profit; or
- Result in any way from an **illness** that does.

An **illness** will be deemed to be non-occupational regardless of cause if proof is furnished that the person:

- Is covered under any type of workers' compensation law; and
- Is not covered for that **illness** under such law.

### **Non-Occupational Injury**

A **non-occupational injury** is an accidental bodily **injury** that does not:

- Arise out of (or in the course of) any work for pay or profit; or
- Result in any way from an **injury** which does.

## **O** (GR-9N-34-075-05)

### **Occupational Injury or Occupational Illness**

An **injury** or **illness** that:

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

## **P** *(GR-9N-34-080-05 RI)*

### **Physician**

A duly licensed member of a medical profession who:

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

This also includes a health professional who:

- Is properly licensed or certified to provide medical care under the laws of the jurisdiction where he or she practices;
- Provides medical services which are within the scope of his or her license or certificate;
- Under applicable insurance law is considered a "physician" for purposes of this coverage;
- Has the medical training and clinical expertise suitable to treat your condition;
- Specializes in psychiatry, if your **illness** or **injury** is caused, to any extent, by alcohol abuse, substance abuse or a mental disorder; and
- A physician is not you or related to you.

## **Confidentiality Notice**

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

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

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

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

# Additional Information Provided by

## 99 Cents Only Stores

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

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

**Name of Plan:**

99 Cents (the symbol) Only Stores Limited Health Plan

**Employer Identification Number:**

95-2411605

**Plan Number:**

501

**Type of Plan:**

Life Insurance and Accidental Death Coverage Plan

**Type of Administration:**

Group Insurance Policy with:

Aetna Life Insurance Company  
151 Farmington Avenue  
Hartford, CT 06156

**Plan Administrator:**

Director, Compensation and Benefits  
99 Cents Only Stores  
4000 Union Pacific Ave  
Commerce, CA 90023  
Telephone Number: 323-980-8145

**Agent For Service of Legal Process:**

99 Cents Only Stores  
4000 Union Pacific Ave  
Commerce, CA 90023

Service of legal process may also be made upon the Plan Administrator

**End of Plan Year:**

August 31st

**Source of Contributions:**

Employee

**Procedure for Amending the Plan:**

The Employer may amend the Plan from time to time by a written instrument signed by the Director, Compensation and Benefits.

## **ERISA Rights**

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

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

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

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

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

Receive a copy of the procedures used by the Plan for determining a qualified domestic relations order (QDRO) or a qualified medical child support order (QMCSO).

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

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

### **Enforce Your Rights**

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

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

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the status of a domestic relations order or a medical child support order, you may file suit in a federal court.

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

### **Assistance with Your Questions**

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

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

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

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

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

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

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

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

If any coverage your Employer allows you to continue has reduction rules applicable by reason of age or retirement, the coverage will be subject to such rules while you are on FMLA leave.

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

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

Any coverage being continued for a dependent will not be continued beyond the date it would otherwise terminate.

If the group contract provides continuation of coverage (for example, upon termination of employment), you (or your eligible dependents) may be eligible for such continuation on the date your Employer determines your approved FMLA leave is terminated or the date of the event for which the continuation is available.

If you acquire a new dependent while your coverage is continued during an approved FMLA leave, the dependent will be eligible for the continued coverage on the same terms as would be applicable if you were actively at work, not on an approved FMLA leave.

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

If any coverage being continued terminates because your Employer determines the approved FMLA leave is terminated, any Conversion Privilege will be available on the same terms as though your employment had terminated on the date your Employer determines the approved FMLA leave is terminated.