

COUNCIL BILL NO: 249186

ORDINANCE NO: 4485

AN ORDINANCE

AMENDING Ordinance No. 4022, in part, which adopted a new retirement plan for the employees of the City of Marietta, by deleting the death benefits which are contained in said retirement plan and adopting a new group life insurance plan for the employees of the City of Marietta.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MARIETTA, GEORGIA, THAT:

Section 1: Ordinance No. 4022 which adopted a new retirement plan for the employees of the City of Marietta, Georgia, is hereby amended by deleting Article II, Section 34, Section 35; Article VII, Section 1, Section 2, Appendix D; and Appendix E, in their entirety.

Section 2: The City of Marietta, Georgia, hereby amends the group life insurance plan for the employees of the City of Marietta with Aetna Life and Casualty Insurance Company. The Mayor is hereby directed to execute the appropriate documents so as to adopt said group life insurance plan. Said group life insurance contract #359788 is gracefully amended to provide a new schedule for life insurance coverage at the rate of three times the annual salary, not to exceed \$180,000.

Section 3: It is hereby declared to be the intention of this Ordinance that its sections, paragraphs, sentences, clauses and phrases are severable, and if any section, paragraph, sentence, clause or phrase of this Ordinance is declared to be unconstitutional or invalid, it shall not affect any of the remaining sections, paragraphs, sentences, clauses or phrases of this Ordinance.

Section 4: All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

Section 5: This Ordinance shall become effective at 12:01 A.M., September 1, 1986.

DATE: July 9, 1986

APPROVED:

Vicki Chastain
Mayor and Council

ATTEST:

William C. Harris
City Clerk

Aetna Life Insurance Company Hartford, Connecticut

(Herein called the Insurance Company)

Group Policy No.: GL-359788

Policy Delivered In: Georgia
(State or other Jurisdiction)

Policyholder: CITY OF MARIETTA, GEORGIA

Policy Signed: February 20, 1976

To Take Effect: January 1, 1976

This policy is a contract between the Policyholder and the Insurance Company and shall be construed in accordance with the law of the jurisdiction in which it is delivered.

In consideration of the payment by the Policyholder of premiums in the amounts and at the times hereinafter provided, the Insurance Company hereby agrees with the Policyholder, subject to the terms appearing on this and the following pages of this policy (including, if any, the riders, endorsements, and amendments, to this policy which are signed by the Insurance Company), to pay benefits in accordance with the terms of this policy. The obligations and the rights of all persons under this policy shall be determined in accordance with the terms of this policy.

In witness whereof the Insurance Company has signed this policy at Hartford, Connecticut.

Harvey P. Berman
Assistant Secretary

AETNA LIFE INSURANCE COMPANY
William O. Bailey
President

Dawn J. Selvig
Registrar

GROUP LIFE INSURANCE POLICY

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COPY OF APPLICATION

2210:

Article I—GENERAL PROVISIONS

Section 1. General Definitions

As used in this policy :

- (a) The term "Employee Coverage" means only insurance as to an employee.
- (b) The term "date of issue" means the date this policy took effect as shown on Page 1 of this policy.
- (c) "Policy anniversaries" shall be deemed to occur on the anniversaries of the date of issue.
- (d) The first "policy month" shall commence on the date of issue. Each policy month thereafter shall be deemed to commence on the same day of the calendar month.
- (e) The term "policy year" means a period commencing with the date of issue of this policy, or a policy anniversary, and terminating immediately prior to the next succeeding policy anniversary.
- (f) "Contributory insurance" means insurance for which an employee makes written request to his Participant Employer and agrees to make the required contributions to his Participant Employer. "Non-contributory insurance" is insurance for which an employee does not make written request nor contribute toward the cost. This policy provides insurance on the contributory basis as to Supplemental Insurance under Title ELIC and on the non-contributory basis as to all other coverage.

Article I — GENERAL PROVISIONS (Continued)

Section 2. List of Participant Employers

An Employer shall be eligible to be included in this list as a Participant Employer if such inclusion is not contrary to any applicable insurance law of the state or other jurisdiction in which this policy is delivered.

The Policyholder may act for and on behalf of any and all of the Employers included in this list in all matters pertaining to this policy, and every act done by the Policyholder, agreement made between the Insurance Company and the Policyholder, or notice given by the Insurance Company to the Policyholder or by the Policyholder to the Insurance Company, shall be binding on all such Employers.

Any eligible Employer may be added to this list as a Participant Employer only upon written agreement between the Policyholder and the Insurance Company and upon terms mutually agreeable to them.

An Employer shall be eliminated automatically from this list when this policy is discontinued with respect to employees of such Employer, as provided for elsewhere in this policy, but termination of an Employer's status as a Participant Employer shall not relieve such Employer from any obligations to the Insurance Company with respect to the time such Employer was a Participant Employer under this policy.

<u>Name of Participant Employer</u>	<u>Principal Location</u>	<u>Effective Date of Inclusion</u>
Policyholder	See Application	Date of Issue

Article I—GENERAL PROVISIONS (Continued)

Section 3. Employees to be Insured

(I) Employee Coverage

A. Employees Eligible:

All employees of a Participant Employer shall be eligible for Employee Coverage except employees in the following classes:

- (a) temporary or substitute employees (i.e., employees who are not classified by such Employer as permanent employees);
- (b) employees who are actively working for such Employer on a part-time basis, but this exception shall not apply in the case of a regular, full-time, active employee of such Employer if and while he is only temporarily working for such Employer on a part-time basis.

Each employee in an eligible class whose employment commenced on or before the date of issue shall become eligible for Employee Coverage on the date of issue, and each other employee in an eligible class shall become eligible for Employee Coverage on the date on which he completes two months of continuous service.

Anything to the contrary notwithstanding, if an individual is in the employ of or connected with two or more Participant Employers, he shall not be eligible for multiple coverage under this policy, but shall be treated the same as if he were in the employ of or connected with a single Participant Employer; the amount of insurance for which any such individual shall be eligible under this policy shall under no circumstances exceed the amount which would apply if all of the Participant Employers with which he is employed or connected were a single Participant Employer and if the aggregate of the remuneration being paid to him by all such Participant Employers were being paid to him by a single Participant Employer.

If any Participant Employer is a partnership, the natural-person partners thereof shall be considered to be employees within the meaning of this policy if and while they are actively engaged in and devoting their time on a substantially full-time basis to the conduct of the business of the partnership. If any Participant Employer is an individual proprietorship, the natural-person proprietor thereof shall be considered to be an employee within the meaning of this policy on the same terms as those applicable to partners of a partnership.

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Article I—GENERAL PROVISIONS (Continued)

Section 3. *Employees to be Insured (Continued)*

(I) Employee Coverage (Continued)

B. Effective Dates of Insurance:

- (1) As to contributory insurance, each employee who makes written request to his Participant Employer for Employee Coverage and agrees to make the required contributions therefor to his Participant Employer is to be insured for Employee Coverage on the date he becomes eligible for Employee Coverage or on the date he makes such request, whichever is later; provided, however, that
 - (a) the Employee Coverage of any employee who makes such written request after thirty-one days from the date he becomes eligible, or who revokes any written request previously made, shall become effective only if and when the Insurance Company gives its written consent; and
 - (b) any employee who is both disabled (i.e., ill or injured) and away from work on the date Employee Coverage is to become effective shall not be insured until he actually returns to work on a full-time basis.
- (2) As to non-contributory insurance, each employee is to be insured for Employee Coverage on the date he becomes eligible therefor; provided, however, that any employee who is both disabled (i.e., ill or injured) and away from work on the date Employee Coverage is to become effective shall not be insured until he actually returns to work on a full-time basis.

ARTICLE I - GENERAL PROVISIONS

Section 4. Changes in Amounts of Insurance

The initial amount of insurance for an employee under any Title of this policy shall conform to that provided for his classification.

As to contributory insurance, if, for any reason, the terms of any Title of this policy warrant an amount of insurance for any employee greater or less than that for which he is then insured, the amount of his insurance shall be increased or reduced as follows: Any reduction in insurance because of attainment of a specified age or because of retirement shall become effective on the employee's "reduction date"; any other reduction in insurance shall become effective on the date the employee makes a request therefor to his Participant Employer; any increase in insurance shall become effective only in conformity with the terms applicable with respect to the effecting of the initial insurance of employees as set forth in Section 3 of Article I of this policy.

As to non-contributory insurance, if, for any reason, the terms of any Title of this policy warrant an amount of insurance for any employee greater or less than that for which he is then insured, the amount of his insurance shall be increased or reduced to the applicable amount as specified in such Title; provided, however, that in any instance in which an employee is both disabled (i.e., ill or injured) and not working on the date his insurance would otherwise be increased, the effective date of the increase in insurance shall be deferred until he actually returns to active work on a full-time basis.

A retroactive change in an employee's rate of earnings shall be deemed to be effective on the date of the determination of the change in the rate of earnings.

If the terms of Title ELIC provide for a reduction in the amount of any employee's insurance under that Title because of attainment of a specified age or because of retirement, no further increase or reduction will be made in the amount of such employee's insurance under that Title in accordance with the terms of this section after the first reduction because of age or retirement becomes effective.

Article II—BENEFITS

TITLE ELIC—EMPLOYEES' LIFE INSURANCE COVERAGE

Section 1. Life Insurance Benefit

If an employee shall die while Employee Coverage is in force for the employee, the Insurance Company shall pay, upon receipt of due proof of the death of such employee—to the beneficiary determined in accordance with the terms of this policy—the amount determined in accordance with the terms of this policy.

<u>Classification</u>	<u>Schedule of Insurance</u>	<u>Basic Insurance Amount of Insurance</u>
Elected and Appointed Officials		\$20,000
All other employees:		
<u>Annual Rate of Basic Earnings</u>		
\$20,000 or more		20,000
12,000 but less than \$20,000		15,000
6,000 but less than 12,000		8,000
Less than \$6,000		4,000
	<u>Supplemental Insurance</u>	<u>Amount of Insurance</u>
Elected and Appointed Officials		\$20,000
All other employees:		
<u>Annual Rate of Basic Earnings</u>		
\$20,000 or more		20,000
12,000 but less than \$20,000		15,000
6,000 but less than 12,000		8,000
Less than \$6,000		4,000

Article II—BENEFITS

TITLE ELIC—EMPLOYEES' LIFE INSURANCE COVERAGE (Continued)

Section 1. Life Insurance Benefit (Continued)

The amount of Life Insurance for any employee under this Title shall be limited to the applicable "reduced amount" during any period of coverage under this Title on and after the employee's "reduction date".

Reduced amount—An employee's reduced amount of Life Insurance under this Title will be 50 % of the applicable amount of Life Insurance determined below:

- (1) For an employee who reaches his reduction date while Life Insurance is in force under this Title, the amount of his Life Insurance in force under this Title on the day before his reduction date.
- (2) For an employee becoming insured under this Title on or after his reduction date, the amount of Life Insurance applicable to the employee's classification determined from the Schedule of Insurance.

Reduction date—Each employee's "reduction date" shall be the earlier to occur of:

- (a) the first day of the calendar month in which the employee attains age 65, and
- (b) the effective date of the employee's retirement from the service of his Participant Employer.

Continuation of Coverage for Retired Employees

If an employee, while insured under this Title, becomes retired from the service of the Participant Employer, his employment, for the purposes of this policy, will be continued while the Policyholder continues to make premium payments for such employee's insurance, provided the following requirements are met:

At retirement, the employee has attained at least 55 years of age and completed at least 10 years of service. An employee is considered to become retired, for the purposes of this policy, on the date his employment would otherwise terminate in the absence of this paragraph.

Reduced amounts of both Basic and Supplemental Insurance, if any, will be continued on a non-contributory basis when an employee becomes retired in accordance with the provisions of the preceding paragraphs.

TITLE ELIC—EMPLOYEES' LIFE INSURANCE COVERAGE (Continued)

Section 1-A. Special Provisions Applicable To Title ELIC

Effect of Prior Coverage:

An employee's insurance under this Title replaces and supersedes any prior coverage and shall be in exchange for all privileges and benefits under the prior coverage. However, if an employee or his beneficiary becomes entitled to claim under such prior coverage, his insurance under this Title shall be cancelled, as of its effective date, and any premiums paid for his insurance under this Title shall be refunded to the Policyholder.

"Prior Coverage" is any plan of group life insurance carried or sponsored by a Participant Employer (or its predecessor) and underwritten by the Insurance Company or any other insurer which has been replaced entirely or in part with respect to the class of employees of which the employee is a member, by insurance under this Title.

If the prior coverage was underwritten by the Insurance Company, the latest election of an optional method of settlement and the latest designation of beneficiary of the employee under the prior coverage shall be effective under this Title until a change is made in accordance with the terms of this policy.

TITLE ELIC—EMPLOYEES' LIFE INSURANCE COVERAGE (Continued)

Section 2. Extended Insurance In Event of Permanent Total Disability

Written notice of claim for extended insurance must be given to the Insurance Company at its Home Office within twelve months following the date the employee ceases active work.

Upon receipt by the Insurance Company at its Home Office, either before the discontinuance of premium payments for an employee's insurance under this Title or within twelve months thereafter, of due proof,

(i) that the employee, while insured under this Title, before attaining the age of sixty years, and before termination of employment with a Participant Employer, became totally and permanently disabled within the meaning of this section, namely, that, due to illness or injury, the employee is not engaged in his or any other gainful occupation and will continue to be unable to engage in any gainful occupation for which he is, or may reasonably become, fitted by education, training or experience, and

(ii) that the employee has been so disabled continuously for at least nine months,

then, provided timely written notice of claim for extended insurance has been given, and provided, further, that the Insurance Company is allowed the opportunity to examine the person of the employee when and as often as it may reasonably require before approving the proof of total and permanent disability, the Insurance Company shall, as a permanent total disability benefit, extend insurance for the employee under this Title, in an amount determined from the terms of this section and without payment of further premiums, during the further continuance of such total and permanent disability, but not beyond the earliest to occur of the following dates:

(a) the date any request of the Insurance Company for an examination of the person of the employee or for due proof of the continuance of total and permanent disability is mailed or otherwise forwarded to the employee at the last address of the employee as shown on the records of the Insurance Company, if the employee does not submit to such examination or does not furnish such proof, as the case may be, within thirty-one days after such date; and

(b) the date the employee recovers sufficiently so as to be able to engage in any gainful occupation for which he is, or may reasonably become, fitted by education, training, or experience; and

(c) the date the employee starts to work in any gainful occupation.

After any insurance of an employee has been extended under this section continuously for two full years following the approval by the Insurance Company of the proof of the total and permanent disability of the employee, the Insurance Company shall not request of the employee the examinations or proofs referred to in item (a) above more often than once per period of twelve consecutive months during the further continuance of the period of disability.

The amount of insurance which may be extended under this section shall be the amount of insurance to which this section applies for which the employee was insured under this Title in accordance with the applicable terms of this policy on the date from which the employee has been continuously and totally disabled.

If an employee is not eligible for life insurance under any group policy, whether issued by the Insurance Company or by any other insurer, on the date on which the period of extension provided for in this section expires or within thirty-one days thereafter, the employee shall be entitled to the

Article II—BENEFITS (Continued)

TITLE ELIC—EMPLOYEES' LIFE INSURANCE COVERAGE (Continued)

Section 2. *Extended Insurance In Event of Permanent Total Disability (Continued)*

Conversion Privilege in Section 7, Article VI, to the same extent as though his employment had terminated on the date on which such period of extension expired, except that the amount of the individual policy shall not exceed the amount of insurance being extended for the employee under this section on the date on which such period of extension expired.

If

- (a) premium payments for an employee's insurance are discontinued while the employee is totally disabled by illness or injury and is thereby prevented from engaging in any gainful occupation for which he is, or may reasonably become, fitted by education, training, or experience, and
- (b) the employee qualifies (or would have qualified if the disability had existed continuously for a period of at least nine months) for an extension of insurance under this section as above provided in all other respects except that the proof required by the terms of this section has not yet been received (or if received has not yet been approved) by the Insurance Company, and
- (c) the employee dies during the uninterrupted continuance of such total disability and within twelve months following the discontinuance of premium payments for his insurance, and
- (d) due proof is furnished to the Insurance Company at its Home Office within twelve months after the date of death that all three of items (a), (b), and (c) of this paragraph apply to the employee,

then a permanent total disability benefit in an amount equal to the amount of insurance which may be extended under this section will be paid to the beneficiary.

When a claim for a permanent total disability benefit is approved by the Insurance Company, the permanent total disability benefit shall be in full settlement and satisfaction of every obligation of the Insurance Company to the employee or on account of the employee's insurance under this Title.

Written notice of the death of an employee while covered under this section shall be given to the Insurance Company at its Home Office within twelve months after the date of death; if such notice is not duly given, the Insurance Company shall not be liable for any payment on account of such death.

Notwithstanding any contrary provision in Article VI—Section 7, Conversion Privilege, if one or more individual policies have been issued to an employee pursuant thereto, the employee's rights under this section may nevertheless be restored to the same extent as though such individual policies had not been issued, provided the proofs required by this section are furnished to the Insurance Company within twelve months after cessation of premium payments for the insurance of the employee under this policy, and provided each such individual policy is surrendered without claim other than for the return of the premiums paid thereon.

Section 1. Employee Coverage

All insurance of any employee under this policy shall terminate at the earliest time specified below :

- (1) Upon discontinuance of the policy.
- (2) Immediately when the employee's employment with a Participant Employer in the classes of employees eligible for insurance terminates. Cessation of active work by an employee shall be deemed to be termination of his employment, except that
 - (a) in the case of an absence from active work because of sickness or injury, his employment may, for the purposes of insurance under this policy, be deemed to continue until terminated by his Participant Employer, but in no case beyond twelve months from the date such absence from active work started, or
 - (b) in the case of absence of an employee from active work because of temporary lay-off or leave of absence, his employment may, for the purposes of insurance under this policy, be deemed to continue until terminated by his Participant Employer but in no case beyond the end of the policy month following the policy month in which such lay-off or leave of absence commenced.

In the case of any of the exceptions in the foregoing paragraph, the insurance under this policy for such employee shall automatically cease on the date of such termination of his employment by his Participant Employer, as evidenced to the Insurance Company by the Policyholder, whether by notification or by cessation of premium payment on account of such employee's insurance hereunder. Any maximum period of continuation permitted by the foregoing paragraph may be extended by written mutual agreement between the Policyholder and the Insurance Company.

In no event may any insurance provided on a contributory basis be continued beyond the end of the period for which the employee has made to his Participant Employer the contributions required.

Article IV—PREMIUMS

Section 1. PREMIUM RATES EMPLOYEE COVERAGE

TABLE OF PREMIUM RATES

<i>Age on Birthday Nearest Beginning of the Policy Year</i>	<i>Monthly Premium Per \$1,000 of Insurance</i>						
15	\$.19	35	\$.32	55	\$1.65	75	\$ 8.56
16	.20	36	.34	56	1.80	76	9.24
17	.21	37	.36	57	1.97	77	10.00
18	.22	38	.38	58	2.14	78	10.86
19	.23	39	.41	59	2.32	79	11.81
20	.23	40	.45	60	2.51	80	12.83
21	.24	41	.49	61	2.72	81	13.93
22	.24	42	.53	62	2.96	82	15.07
23	.25	43	.58	63	3.21	83	16.26
24	.25	44	.63	64	3.48	84	17.50
25	.25	45	.68	65	3.78	85	18.80
26	.25	46	.74	66	4.11	86	20.16
27	.26	47	.81	67	4.48	87	21.60
28	.26	48	.89	68	4.89	88	23.13
29	.26	49	.97	69	5.34	89	24.79
30	.27	50	1.06	70	5.81	90	26.62
31	.27	51	1.16	71	6.32	91	28.68
32	.28	52	1.26	72	6.84	92	31.03
33	.29	53	1.38	73	7.38	93	33.75
34	.30	54	1.51	74	7.95	94	36.95
						95	40.98

The above monthly premiums are applicable to male employees only. For female employee premiums, multiply the above monthly premiums by .60.

For annual, semi-annual, or quarterly premiums multiply the monthly premiums determined from the above table by 11.83, 5.96 or 2.99 respectively.

Policy Charge

The premium calculated as above shall be increased by a policy charge of \$.20 for each \$1,000 of insurance in force hereunder at the beginning of the then current policy year for each policy month which occurs during the premium paying period, provided that the policy charge shall not exceed \$8.00 in respect of any month.

Article IV—PREMIUMS (Continued)

Section 1. PREMIUM RATES (Continued)

EMPLOYEE COVERAGE (Continued)

Advance Expense Adjustment

For the first policy year the total premium, including the policy charge, shall be reduced by the applicable advance expense adjustment indicated below (for annual, semi-annual or quarterly premiums, divide the total premium, including the policy charge by 12, 6, or 3, respectively, before entering this table):

<i>Total Monthly Premium Before Advance Expense Adjustment</i>	<i>Advance Expense Adjustment</i>	<i>Total Monthly Premium Before Advance Expense Adjustment</i>	<i>Advance Expense Adjustment</i>
Under \$125	0%	\$ 700- 899	26%
\$125-149	10	900- 1,399	27
150-174	11	1,400- 2,499	28
175-199	13	2,500- 3,999	29
200-224	14	4,000- 7,499	30
225-249	16	7,500-11,999	31
250-299	17	12,000-26,999	32
300-349	19	27,000-59,999	33
350-399	20	60,000-79,999	34
400-449	21	80,000 and over	35
450-499	22		
500-549	23		
550-599	24		
600-699	25		

Article IV—PREMIUMS (Continued)

Section 2. Premium Calculations and Experience Rating

Portion Applicable to Employee Coverage Only:

At the beginning of each policy year the Insurance Company shall compute an aggregate annual, semi-annual, quarterly, or monthly premium, as the case may be, based upon the frequency of premium payments then agreed upon between the Policyholder and the Insurance Company, which shall be the sum of the individual premiums for the employees then insured, calculated according to the table of premium rates then in effect hereunder on the basis of the ages (nearest birthday) then attained by the employees insured for Employee Coverage and their respective amounts of insurance. From such computation an average premium rate shall be determined by dividing the aggregate premium by the aggregate amount of insurance then in force, and such average premium rate shall remain in effect, and shall be used in calculating premiums under this policy, until a new one is determined. Each premium due during the policy year shall be calculated by multiplying the amount of insurance in force at the beginning of the premium-paying period by the average premium rate in effect on the premium-due date.

Portion Having General Application:

The premium due under this policy on any premium-due date shall be the sum of the premium charges for the insurance provided under the Titles then forming a part of this policy.

If premiums are payable monthly, any insurance becoming effective shall, except as hereinafter provided, be charged for from the first day of the policy month coinciding with or next following the date the insurance takes effect, and premium charges for any insurance terminated shall cease as of the first day of the policy month coinciding with or next following the date the insurance terminates. If premiums are payable quarterly, semi-annually, or annually, premium charges or credits for a fraction of a premium-paying period required by the foregoing terms of this paragraph shall, except as hereinafter provided, be made on a pro-rata basis for the number of policy months between the date premium charges commence or cease and the end of the premium-paying period. If this policy is amended to provide additional coverage, or any increase in coverage, and if the effective date of such amendment is other than the first day of a premium-paying period, a pro-rata premium in respect of such coverage shall become due and payable as of such date, to cover the period beginning on that date and ending immediately prior to the commencement of the next premium-paying period.

Section 2. Premium Calculations and Experience Rating (Continued)

The premium charges for the insurance under any Title forming a part of this policy shall be calculated at the premium rates specified above, subject to such reductions or increases as the Insurance Company shall determine to be warranted by experience or by reason of any change in factors bearing on the risk assumed. Each reduction or increase in any premium rate shall be made by written notification to the Policyholder by the Insurance Company.

No experience reduction or increase in premium rates shall become effective less than twelve months after the effective date of this policy.

As of the end of any policy year the Insurance Company may declare an experience credit in such amount as the Insurance Company shall determine. The amount of each experience credit declared by the Insurance Company shall be refunded to the Policyholder, or upon request by the Policyholder, a part or all of the experience credit shall be applied against the payment of any premium or premiums.

If at any time the aggregate of employee contributions theretofore made for group insurance shall exceed the aggregate of premiums theretofore paid for group insurance (after giving effect to any experience credits allowed the Policyholder), such excess shall be applied by the Policyholder for the sole benefit of employees, but the Insurance Company shall not be obliged to see to the application of any such excess.

Instead of the method of calculation of premiums above provided, premiums may be calculated by any method which produces approximately the same total amount of premiums and is mutually agreeable to the Insurance Company and the Policyholder.

Section 3. Premiums, How Payable

Premiums shall be payable by the Policyholder in advance at the Home Office of the Insurance Company or to its authorized agent.

The first premium under this policy shall be due and payable as of the date of issue to cover the period beginning on that date and ending on the last day of the first policy month and thereafter premiums shall be due and payable on the first day of each policy month. The Policyholder may change the frequency of premium payments as of any premium-due date with the written consent of the Insurance Company.

Section 4. Grace Period

A grace period of thirty-one days following the due-date shall be allowed the Policyholder for the payment of each premium.

Article V—DISCONTINUANCE OF POLICY

The Policyholder may discontinue this policy with respect to all employees of any one or more Participant Employers, and any Participant Employer may discontinue this policy with respect to all employees of such Employer, by giving to the Insurance Company written notice stating when, after the date of such notice, such discontinuance shall become effective; but no such discontinuance shall become effective with respect to employees of any Participant Employer during any period for which a premium has been paid to the Insurance Company with respect to employees of such Employer.

The Insurance Company reserves the right to discontinue this policy,

- (a) with respect to all employees of any Participant Employer, at any time after the end of the grace period allowed for payment of a premium with respect to employees of such Employer which has not been paid, by giving written notice to the Policyholder stating when such discontinuance shall become effective;
- (b) either in its entirety or with respect to all employees of any Participant Employer, at any time, by giving to the Policyholder written notice stating the date as of which such discontinuance shall become effective but such date shall not be one that occurs earlier than thirty-one days after the date of such notice unless mutually satisfactory to the Policyholder and the Insurance Company.

If this policy discontinues with respect to any of the employees of a Participant Employer, the Policyholder and the Employer shall be jointly and severally liable to the Insurance Company for all unpaid premiums for the period during which this policy was in force with respect to any of the employees of such Employer.

Article VI—MISCELLANEOUS PROVISIONS

Section 1. Assignment

No assignment of any present or future right or interest under this policy by the Policyholder or by any Participant Employer shall bind the Insurance Company without its written consent. Neither the employees nor their beneficiaries may assign any of the insurance or other benefits under this policy.

Section 1-A. Claims of Creditors

Except so far as may be contrary to the laws of any state having jurisdiction in the premises, the insurance and other benefits under this policy shall be exempt from execution, attachment, garnishment, or other legal or equitable process, for the debts of the employees or their beneficiaries.

Nothing in this section, however, shall be construed so as to prejudice the right of any person to receive payment pursuant to the beneficiary provisions of this policy.

Section 2. Employees' Certificates

The Insurance Company will issue to the Policyholder, for delivery to each insured employee, an individual certificate setting forth a summary of the essential features of the insurance coverage to which the employee is entitled and stating to whom the benefits are payable, together with a statement of the "Conversion Privilege" set forth in Section 7 of this Article.

Section 3. Data Required—Clerical Error—Misstatements—Non-Discrimination

The Policyholder and each of the Participant Employers shall furnish to the Insurance Company all information which the Insurance Company may reasonably require with regard to any matters pertaining to this policy. All documents, books, and records which may have a bearing on the insurance or premiums shall be open for inspection by the Insurance Company at all reasonable times during the continuance of this policy and until the final determination of all rights and obligations under this policy.

Neither clerical error (whether by the Policyholder, by any of the Participant Employers, or by the Insurance Company) in keeping any records pertaining to the insurance, nor delays in making entries thereon, shall invalidate insurance otherwise validly in force or continue insurance otherwise validly terminated, but upon discovery of such error or delay an equitable adjustment of premiums shall be made.

If any relevant facts pertaining to any individual to whom the insurance relates shall be found to have been misstated, an equitable adjustment of premiums shall be made, and if such misstatement affects the existence or the amount of insurance, the true facts shall be used in determining whether insurance is in force under the terms of this policy and in what amount.

No refund of any premium or portion thereof, whether paid in error or otherwise, shall be made for any period commencing earlier than (a) three months prior to the date on which evidence that the particular refund should be made is received by the Insurance Company, or (b) the beginning of the policy year in which such evidence is received, whichever method (a) or (b) above would result in the greater refund.

In connection with the administration of this policy, the Policyholder and the Participant Employers shall act so as not to discriminate unfairly between individuals in similar situations at the time of such action, but the Insurance Company shall be entitled to rely upon any action of the Policyholder or of any of the Participant Employers without being obliged to inquire into the circumstances thereof.

Section 4. Entire Contract—Incontestability

This policy and the application of the Policyholder, a copy of which is attached to this policy, constitute the entire contract. All statements made by the Policyholder or by the insured employees shall be deemed representations and not warranties. No written statement made by any insured employee shall be used by the Insurance Company in any contest unless a copy of the instrument containing the statement is or has been furnished to such employee or to his beneficiary.

The validity of this policy shall not be contested, except for non-payment of premiums, after it has been in force for two years from its effective date. No statement made by any insured employee relating to his insurability shall be used by the Insurance Company in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during such employee's lifetime nor unless such statement is contained in a written instrument signed by him.

This policy is issued in the non-participating department of the Insurance Company. This policy may be changed at any time or times by written agreement between the Insurance Company and the Policyholder, without the consent of any employee or other person. All agreements made by the Insurance Company are signed by an executive officer of the Insurance Company. No other person can change or waive any of the terms of this policy or make any agreement which shall be binding upon the Insurance Company.

Failure to insist upon compliance with any provision of this policy at any given time or times or under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

Section 5. Contribution By Employee

Contributory Insurance: The maximum amount that any employee shall be required or permitted to contribute toward the cost of his contributory insurance, if any, under Title ELIC shall be \$0.60 per month for each One Thousand Dollars of such insurance hereunder.

Non-contributory Insurance: No insured employee shall be required or permitted to contribute toward the cost of his non-contributory insurance, if any hereunder.

Section 6. Beneficiary and Mode of Settlement

Beneficiary

An employee, whether or not employment has terminated, may designate a beneficiary, and from time to time change his designation of beneficiary, by written request filed at the headquarters of the Policyholder or at the Home Office of the Insurance Company. Such designation or change shall take effect as of the date of execution of such request, whether or not the employee be living at the time of such filing, but without prejudice to the Insurance Company on account of any payments made by it before receipt of such request at its Home Office.

Any amount payable to a beneficiary shall be paid to the beneficiary or beneficiaries designated by the employee, except that, unless otherwise specifically provided by the employee in his beneficiary designation:

- (a) if more than one beneficiary is designated, the designated beneficiaries shall share equally;
- (b) if any designated beneficiary predeceases the employee, the share which such beneficiary would have received if surviving the employee shall be payable equally to the remaining designated beneficiary or beneficiaries, if any, who survive the employee; and
- (c) if no designated beneficiary survives the employee, or if no beneficiary has been designated, payment shall be made to the employee's executors or administrators, provided, however, that the Insurance Company shall, in such case, have the option of making payment to any one or more of the following surviving relatives of the employee: widow, widower, mother, father, children, brothers, or sisters.

In any case, however, the Insurance Company may deduct from the amount payable, an amount not to exceed \$500 to be applied by it for funeral and other expenses incident to the employee's last illness and death, but only when and to the extent this is desirable and equitable in its judgment.

Article VI—MISCELLANEOUS PROVISIONS (Continued)

Section 6. Beneficiary and Mode of Settlement (Continued)

Mode of Settlement

The whole or any part of any amount payable under Article II shall be paid in accordance with that one of the following Methods (A) or (B) that shall be elected by the employee, or in accordance with such other method of settlement as shall be elected by the employee and agreed to by the Insurance Company. An employee may revoke any such election at any time before payments commence upon written notice filed at the Home Office of the Insurance Company. An employee may change any such election at any time but only with the consent of the Insurance Company.

In any case where the amount of any death benefit is payable in one sum, the beneficiary may, after the death of the employee but before payment is made, elect that the whole or any part of any death benefit be payable in accordance with Method (B) below, or in accordance with such other method of settlement as shall be elected by the beneficiary and agreed to by the Insurance Company. A beneficiary may change or revoke any such election but only with the consent of the Insurance Company.

METHOD (A): Payment in one sum. This method shall be automatic if no other method is elected.

METHOD (B): Payment in monthly instalments of any fixed amount specified in the election (which shall be not less than \$5.00 per month per \$1,000 so payable nor less than \$10.00 per month regardless of the amount so payable), until the amount so payable with interest is exhausted. With respect to each such election of this method, the rate of interest to be allowed on the unpaid balance shall be determined by the Insurance Company but shall in no case be less than the guaranteed rate of interest provided for with respect to optional methods of settlements under the individual policies of life insurance being issued by the Insurance Company on the date of such election. At the death of the payee to whom payment is being made under this method, the unpaid balance shall be paid in one sum to the executors or administrators of the payee, unless otherwise provided in the election.

If any payee for any benefit payment under this policy is a minor or is, in the opinion of the Insurance Company, legally incapable of giving a valid receipt and discharge for such benefit payment, the Insurance Company shall have the option, unless claim has been made by a duly appointed guardian or committee of such payee, of paying such benefit in monthly instalments of not over \$100 the first month and not over \$50 a month thereafter to the person or persons who, in the opinion of the Insurance Company, are caring for and supporting such payee. Payment made in accordance with the terms of this paragraph shall be a complete discharge of the Insurance Company's obligations to the extent of such payment, and the Insurance Company shall not be obliged to see to the application of any payment so made.

Article VI—MISCELLANEOUS PROVISIONS (Continued)

Section 7. Conversion Privilege

Employee Coverage

If an employee's insurance under this policy, or any amount of such insurance, ceases because of termination of employment, because of termination of membership in the class or classes of employees eligible for insurance under this policy, or because of age, pension, or retirement, the employee shall be entitled to have issued to him by the Insurance Company, without evidence of insurability, an individual policy of life insurance without disability or other supplementary benefits, provided written application for the individual policy shall be made, and the first premium thereon paid, to the Insurance Company within thirty-one days after such termination, and provided further that:

- (a) the individual policy shall be on any one of the forms, other than term insurance, that shall be selected by the employee from among the forms then customarily issued by the Insurance Company at the age and for the amount applied for;
- (b) the individual policy shall be in an amount equal to or, at the option of the employee, an amount less than the amount of the employee's life insurance which ceases under this policy because of such termination;
- (c) the premiums payable under the individual policy shall be at the Insurance Company's then customary rate applicable to the form and amount of the individual policy, to the class of risk to which the employee then belongs, and to his age (nearest birthday) attained on the effective date of the individual policy; and
- (d) any individual policy issued under the terms of this section shall take effect at the end of the thirty-one day period during which application for the individual policy may be made.

If this policy discontinues, whether by its terms or by agreement between the Insurance Company and the Employer, and whether with respect to all employees or with respect to any class or classes of employees insured hereunder, any employee insured under this policy at the date of such discontinuance who has been continuously insured for group life insurance by the Insurance Company under this policy for at least five years prior to such discontinuance shall, if his insurance under this policy, or any portion of such insurance, ceases because of such discontinuance, be entitled to the conversion privilege as though his employment had terminated on the date of such discontinuance, except that the amount of the individual policy shall not exceed the smaller of (a) the amount of the employee's life insurance which ceases under this policy because of such discontinuance, less the amount of any life insurance for which he is or becomes eligible within thirty-one days after such discontinuance under any group policy, whether issued by the Insurance Company or by any other insurer, and (b) \$2,000.

If an employee dies during the thirty-one day period within which he is entitled to have an individual policy issued to him in accordance with this section and before any insurance under such individual policy has become effective, the amount of life insurance which the employee is entitled to have issued to him under such individual policy shall be payable as a claim under Title ELIC, whether or not application for the individual policy or the payment of the first premium therefor has been made.

When any insurance becomes effective under an individual policy issued under the conversion privilege, it shall be in exchange for all privileges and benefits under the group policy.

APPLICATION FOR GROUP COVERAGE

359788

Application is hereby made to AETNA LIFE INSURANCE COMPANY, of Hartford, Connecticut for the kind of group coverage specified below.

Applicant CITY OF MARIETTA
Address 36 ATLANTA STREET, P. O. BOX 609, MARIETTA, GA 30061

The purpose of the application is to request

- a. [X] issuance of new coverage.
b. [] change in existing coverages.
c. [] extension of existing coverages to additional groups of employees.

This application includes the following associated employers (Any entry in conflict with applicable law cannot be included):

- 3 located at
located at
located at

All of the regular, full-time, active employees of any employer mentioned above shall be eligible to participate as to the coverage hereby applied for, except the following (State here the class or classes excluded).

- 4 Retired employees are [] are not [X] to be eligible.

Table with 4 columns: For Employees, For Dependents, Kind of Coverage, Maximum Scheduled Amount. Rows include Term Life, Paid-up & Term Life, Survivor Income, Accidental Death & Dismemberment, Disability Income, Comprehensive Medical Expense, Major Medical Expense, Other Medical Expense (MEDICARE), and Other (Specify).

Agent(s) of Record

- 6 CHARLES A. WAITS
Note: If countersignature laws require commission sharing with a duly Licensed Resident Agent in another jurisdiction the above designation will be modified to the extent required by the law.

It is requested that the policy(ies) or contract(s) be issued on the [X] DEPENDENTS, [X] EMPLOYEES non-contributory basis.

The Applicant agrees that at no time shall any employee be permitted or required to contribute for non-contributory coverage; or, unless the change is approved in writing by the Insurance Company at its Home Office, to make contributions for contributory coverage at a rate higher than the initial contribution rate applicable for the employee's then current coverage. It is agreed that no coverage shall become effective as to any person if he is not then a bona fide, full time employee, regularly performing the duties of his occupation, unless otherwise specifically provided in the Group Policy or Contract.

7 Signed at MARIETTA, GA CITY OF MARIETTA Applicant
December 19, 1975 Date by [Signature]
[Signature] Witness Mayor Official Title

APPLICATION FOR GROUP COVERAGE

Application is hereby made to AETNA LIFE INSURANCE COMPANY, of Hartford, Connecticut for the kind of group coverage specified below.

Applicant: The City of Marietta, Georgia
Address: 36 Atlanta St., P. O. Box 609 - Marietta, Georgia 30061

The purpose of the application is to request

- a. issuance of new coverage.
b. change in existing coverages.
c. extension of existing coverages to additional groups of employees.

This application includes the following associated employers (Any entry in conflict with applicable law cannot be included):

- 3 located at
located at
located at

All of the regular, full-time, active employees of any employer mentioned above shall be eligible to participate in the coverage hereby applied for, except the following (State here the class or classes excluded).

- 4 Retired employees are [] are not [] to be eligible.

Table with 4 columns: For Employees, For Dependents, Kind of Coverage, Maximum Scheduled Amount. Rows include Term Life, Paid-up & Term Life, Survivor Income, Accidental Death & Dismemberment, Disability Income, Comprehensive Medical Expense, Major Medical Expense, Other Medical Expense, and Other (Specify).

Agent(s) of Record: Charles A. Waits

6 Note: If countersignature laws require commission sharing with a duly Licensed Resident Agent in another jurisdiction the above designation will be modified to the extent required by the law.

It is requested that the policy (ies) or contract(s) be issued on the [X] contributory, [] non-contributory basis.

The Applicant agrees that at no time shall any employee be permitted or required to contribute for non-contributory coverage; or, unless the change is approved in writing by the Insurance Company at its Home Office, to make contributions for contributory coverage at a rate higher than the initial contribution rate applicable for the employee's then current coverage.

7 Signed at Marietta, Georgia City of Marietta, Georgia

Applicant

11-24-76 Date

Witness signature

Official Title signature

RIDER

ATTACHED TO AND MADE A PART OF GROUP POLICY NO. GL-359788
A CONTRACT BETWEEN AETNA LIFE INSURANCE COMPANY AND THE POLICYHOLDER

CITY OF MARIETTA, GEORGIA

It is understood and agreed that the policy is changed by the addition or deletion of the pages listed below.

Page Numbers Of Pages Added

Page Numbers Of Pages Deleted

All Bearing 12 1 76 Date

3
5-A (Continued)
6-DLIC
7
7-A
8-A
14-A

3
—
— /
7
—
8-A
—

Nothing contained in this rider shall be held to alter or affect any of the terms of the policy other than as herein specifically stated.

IN WITNESS WHEREOF the AETNA LIFE INSURANCE COMPANY has signed this rider at HARTFORD, CONNECTICUT, to become effective December 1, 1976.

Signed by the Insurance Company December 13, 1976.

Karen M. Halbovy

Registrar

Harvey P. Berman

Secretary

Signed by the Policyholder.....

.....
Signature

.....
Official Title

Article I—GENERAL PROVISIONS

Section 1. General Definitions

As used in this policy:

- (a) The term "Employee Coverage" means only insurance as to an employee.
- (b) The term "Dependent Coverage" means insurance as to an employee's dependents.
- (c) A "dependent" means

- (i) the employee's wife or husband or
- (ii) the employee's unmarried child at least fourteen days of age but under nineteen years of age (twenty-three years of age with respect to an unmarried child who is attending school regularly and depends solely upon the Employee for support)

but any person who is insured (or eligible for benefits by reason of having been insured) as an employee or is in full-time military (land, water, or air) service shall not be considered a dependent, and no person shall be considered as a dependent of more than one employee.

The word "child" means, in addition to the employee's own or lawfully adopted child, any step-child, foster child, or other child, who depends upon the employee for support and lives with the employee in a regular parent-child relationship.

- (d) The term "date of issue" means the date this policy took effect as shown on Page 1 of this policy.
- (e) Commencing January 1, 1977, "policy anniversaries" shall be deemed to occur on said date, and on the same day in each succeeding year.
- (f) The term "policy year" means a period commencing with the date of issue of this policy, or a policy anniversary, and terminating immediately prior to the next succeeding policy anniversary.
- (g) A "policy month" shall commence on the date of issue. Each "policy month" thereafter shall be deemed to commence on the first day of the calendar month.
- (h) "Contributory insurance" means insurance for which an employee makes written request to his Participant Employer and agrees to make the required contributions to his Participant Employer. "Non-contributory insurance" is insurance for which an employee does not make written request nor contribute toward the cost. This policy provides insurance on the contributory basis as to Supplemental Insurance under Title ELIC and on the non-contributory basis as to all other coverage.

Article I—GENERAL PROVISIONS (Continued)

Section 3. *Employees to be Insured*

(II) Dependent Coverage

A. Employees Eligible:

- (1) Each employee who has one or more dependents shall be eligible for Dependent Coverage on the date he becomes eligible for Employee Coverage, and
- (2) each employee without a dependent on the date he becomes eligible for Employee Coverage shall be eligible for Dependent Coverage on the date he acquires a dependent.

B. Effective Dates of Insurance:

Each employee is to be insured for Dependent Coverage on the date he becomes eligible therefor; provided, however, that no employee shall become insured for Dependent Coverage at a time when he is not insured for Employee Coverage.

Each person who becomes a dependent of an insured employee while such employee is insured for the Dependent Coverage is to be covered from the date on which such person becomes a dependent of such insured employee.

Article II—BENEFITS (Continued)

TITLE DLIC—DEPENDENTS' LIFE INSURANCE COVERAGE

Section 1. *Life Insurance Benefit*

<u>Classification</u>	<u>Amount of Insurance</u>
Wife or husband	\$2,000
Child at least 5 years of age	1,000
Child at least 3 years of age but under 5 years of age	600
Child at least 2 years of age but under 3 years of age	400
Child at least 6 months of age but under 2 years of age	200
Child at least 14 days of age but under 6 months of age	100

If a dependent of an employee shall die while Dependent Coverage is in force as to that dependent, the Insurance Company shall pay upon receipt of due proof of the death of such dependent—to the employee if the employee is living at the time of payment, otherwise to the executors or administrators of the employee or, at the option of the Insurance Company, to the surviving wife or husband of the employee—the amount of insurance as to such dependent determined in accordance with the terms of this policy.

Section 1. Employee and Dependent Coverage

All insurance of any employee under this policy shall terminate at the earliest time specified below :

- (1) Upon discontinuance of the policy.
- (2) Immediately when the employee's employment with a Participant Employer in the classes of employees eligible for insurance terminates. Cessation of active work by an employee shall be deemed to be termination of his employment, except that
 - (a) in the case of an absence from active work because of sickness or injury, his employment may, for the purposes of insurance under this policy, be deemed to continue until terminated by his Participant Employer, but in no case beyond twelve months from the date such absence from active work started, or
 - (b) in the case of absence of an employee from active work because of temporary lay-off or leave of absence, his employment may, for the purposes of insurance under this policy, be deemed to continue until terminated by his Participant Employer but in no case beyond the end of the policy month following the policy month in which such lay-off or leave of absence commenced.

In the case of any of the exceptions in the foregoing paragraph, the insurance under this policy for such employee shall automatically cease on the date of such termination of his employment by his Participant Employer, as evidenced to the Insurance Company by the Policyholder, whether by notification or by cessation of premium payment on account of such employee's insurance hereunder. Any maximum period of continuation permitted by the foregoing paragraph may be extended by written mutual agreement between the Policyholder and the Insurance Company.

In no event may any insurance provided on a contributory basis be continued beyond the end of the period for which the employee shall have made to his Participant Employer the contributions required.

Article III—TERMINATION OF INSURANCE (Continued)

Section 2. *Dependent Coverage Only*

- I. All Dependent Coverage of an employee shall terminate, notwithstanding any continuation of his Employee Coverage, at the earlier of the times specified below:
- (a) Upon the discontinuance of all Dependent Coverage under this policy.
 - (b) Immediately when the employee shall cease to be included in the classes of employees eligible for Dependent Coverage.
- II. When Individual Dependents Cease To Be Covered:
- Any dependent of an employee insured for Dependent Coverage shall cease to be covered under this policy prior to the termination of all of the employee's Dependent Coverage at the earlier of the times specified below:
- (a) When such dependent becomes insured for Employee Coverage under this policy.
 - (b) When such person ceases to be a dependent of the insured employee.

Article IV—PREMIUMS (Continued)

Section 1. Premium Rates (Continued)

Dependent Coverage

While it is the intent of the Insurance Company to establish its premium charges for Dependent Coverage on the basis of the table of premium rates effective under this policy in view of the practical difficulties of securing the ages of the dependents involved, the Insurance Company shall use such premium rates, based on the premium rate per \$1000 of Employee Coverage, as in its opinion, based on appropriate actuarial assumptions, would produce approximately the same total amount of premiums as would be obtained by use of the actual ages of the dependents involved.

Section 2. Premium Calculations and Experience Rating

Portion Applicable to Employee Coverage Only:

At the beginning of each policy year the Insurance Company shall compute an aggregate annual, semi-annual, quarterly, or monthly premium, as the case may be, based upon the frequency of premium payments then agreed upon between the Policyholder and the Insurance Company, which shall be the sum of the individual premiums for the employees then insured, calculated according to the table of premium rates then in effect hereunder on the basis of the ages (nearest birthday) then attained by the employees insured for Employee Coverage and their respective amounts of insurance. From such computation an average premium rate shall be determined by dividing the aggregate premium by the aggregate amount of insurance then in force, and such average premium rate shall remain in effect, and shall be used in calculating premiums under this policy, until a new one is determined. Each premium due during the policy year shall be calculated by multiplying the amount of insurance in force at the beginning of the premium-paying period by the average premium rate in effect on the premium-due date.

Portion Having General Application:

The premium due under this policy on any premium-due date shall be the sum of the premium charges for the insurance provided under the Titles then forming a part of this policy.

If premiums are payable monthly, any insurance becoming effective shall, except as hereinafter provided, be charged for from the first day of the policy month coinciding with or next following the date the insurance takes effect, and premium charges for any insurance terminated shall cease as of the first day of the policy month coinciding with or next following the date the insurance terminates. If premiums are payable quarterly, semi-annually, or annually, premium charges or credits for a fraction of a premium-paying period required by the foregoing terms of this paragraph shall, except as hereinafter provided, be made on a pro-rata basis for the number of policy months between the date premium charges commence or cease and the end of the premium-paying period. If this policy is amended to provide additional coverage, or any increase in coverage, and if the effective date of such amendment is other than the first day of a premium-paying period, a pro-rata premium in respect of such coverage shall become due and payable as of such date, to cover the period beginning on that date and ending immediately prior to the commencement of the next premium-paying period.

Section 7. Conversion Privilege (Continued)

Dependent Coverage

If an employee's insurance under Title DLIC with respect to his dependent ceases because of termination of employment of the employee or because of termination of membership in the class or classes of employees eligible for insurance under this policy, such dependent shall be entitled to the issuance by the Insurance Company, without evidence of insurability, of an individual policy of life insurance, provided written application (by the employee or by the dependent) for the individual policy shall be made, and the first premium thereon paid, to the Insurance Company within thirty-one days after the employee ceases to be insured under Title DLIC with respect to such dependent, and provided further that:

- (a) the individual policy shall be on any one of the level premium whole life or endowment policy forms, providing a level amount of insurance, that shall be selected by such dependent from among the forms then customarily issued by the Insurance Company at the age and for the amount applied for;
- (b) the individual policy shall be in an amount equal to the amount of the employee's life insurance with respect to such dependent which ceases under this policy;
- (c) the premiums payable under the individual policy shall be at the Insurance Company's then customary rate applicable to the form and amount of the individual policy, to the class of risk to which such dependent then belongs and to such dependent's age (nearest birthday) on the effective date of the individual policy; and
- (d) any individual policy issued under the terms of this section shall take effect at the end of the thirty-one day period during which application for the individual policy may be made.

If an employee's insurance under Title DLIC with respect to his dependent ceases because of any discontinuance of such Title after the employee has been insured under such Title with respect to such dependent for at least five years prior to such discontinuance, such dependent shall be entitled to the conversion privilege as though the employee's insurance with respect to such dependent had terminated because of termination of employment of the employee, except that the amount of the individual policy shall not exceed the smaller of (a) the amount of life insurance which ceases under such Title with respect to such dependent because of such discontinuance, less the amount of any life insurance for which the employee is or becomes eligible with respect to such dependent within thirty-one days after such discontinuance, under any group policy, whether issued by the Insurance Company or any other insurer, and (b) \$2,000.

If the dependent of an employee who is insured under Title DLIC with respect to such dependent dies during the thirty-one day period within which such dependent is entitled to have an individual policy issued in accordance with this section and before any such individual policy has become effective, the amount of life insurance which such dependent is entitled to have issued under such individual policy shall be payable as a claim under Title DLIC to the same extent as though such dependent had died before such thirty-one day period, whether or not application for the individual policy or the payment of the first premium therefor has been made.

When an individual policy becomes effective under this conversion privilege, it shall be in exchange for all privileges and benefits under the group policy as regards the dependent involved.

Article I—GENERAL PROVISIONS (Continued)

Section 3. *Employees to be Insured (Continued)*

(II) Dependent Coverage

A. Employees Eligible:

- (1) Each employee who has one or more dependents shall be eligible for the Dependent Coverage on the date he becomes eligible for the Employee Coverage, and
- (2) each employee without a dependent at the date he becomes eligible for Employee Coverage shall be eligible for Dependent Coverage on the date he acquires a dependent.

B. Effective Dates of Insurance:

Each employee who makes written request for Dependent Coverage and agrees to make the required contributions therefor to his Participant Employer is to be insured for Dependent Coverage from the date he becomes eligible for Dependent Coverage or on the date he makes such request, whichever is later; provided, however, that

- (1) no employee shall become insured for Dependent Coverage at a time when he is not insured for Employee Coverage,
- (2) the Dependent Coverage of any employee who makes such written request after thirty-one days from the date he becomes eligible for Dependent Coverage, or who revokes any written request previously made, shall become effective only if and when the Insurance Company gives its written consent.

Each person who becomes a dependent of an insured employee while such employee is insured for the Dependent Coverage is to be covered from the date on which such person becomes a dependent of such insured employee.

ATTACHED TO AND MADE A PART OF GROUP POLICY NOS. GL-359788 and GC-359788
EACH A CONTRACT BETWEEN AETNA LIFE INSURANCE COMPANY AND THE POLICYHOLDER

CITY OF MARIETTA, GEORGIA

It is understood and agreed that the policies are changed by the addition or deletion of the pages listed below.

(1) GL-359788

Page Numbers Of Pages Added

Page Numbers Of Pages Deleted

All Bearing 7 1 83 Date

3
6-ELIC
6-ELIC (Continued)

3
6-ELIC
6-ELIC (Continued)

1 1 83
6 1 82

(2) GC-359788

3-A
5-B
6-ADDC

3-A
5-B
6-ADDC

7 1 78
7 1 78
6 1 82

Nothing contained in this rider shall be held to alter or affect any of the terms of the policies other than as herein specifically stated.

IN WITNESS WHEREOF the AETNA LIFE INSURANCE COMPANY has signed this rider at HARTFORD, CONNECTICUT, to become effective July 1, 1983.

Signed by the Insurance Company August 3, 1983

Stan A. Wyanski
Registrar

Lewis R. Mervine
Secretary

Signed by the Policyholder

.....
Signature

.....
Official Title

Section 1. General Definitions

As used in this policy:

- (a) The term "Employee Coverage" means only insurance as to an employee.
 - (b) The term "Dependent Coverage" means insurance as to an employee's dependents.
 - (c) A "dependent" means
 - (i) the employee's wife or
 - (ii) the employee's unmarried child at least fourteen days of age but under nineteen years of age (twenty-three years of age with respect to an unmarried child who is attending school regularly and depends solely upon the Employee for support)but any person who is insured (or eligible for benefits by reason of having been insured) as an employee or is in full-time military (land, water, or air) service shall not be considered a dependent, and no person shall be considered as a dependent of more than one employee.
- The word "child" means, in addition to the employee's own or lawfully adopted child, any step-child, foster child, or other child, who depends upon the employee for support and lives with the employee in a regular parent-child relationship.
- (d) The term "date of issue" means the date this policy took effect as shown on Page 1 of this policy.
 - (e) Commencing January 1, 1977, "policy anniversaries" shall be deemed to occur on said date, and on the same day in each succeeding year.
 - (f) The term "policy year" means a period commencing with the date of issue of this policy, or a policy anniversary, and terminating immediately prior to the next succeeding policy anniversary.
 - (g) A "policy month" shall commence on the date of issue. Each "policy month" thereafter shall be deemed to commence on the first day of the calendar month.
 - (h) "Contributory insurance" means insurance for which an employee makes written request to his Participant Employer and agrees to make the required contributions to his Participant Employer. "Non-contributory insurance" is insurance for which an employee does not make written request nor contribute toward the cost. This policy provides insurance on the contributory basis as to coverage under Title DLIC and on the non-contributory basis as to all other coverage.

TITLE ELIC — EMPLOYEES' LIFE INSURANCE COVERAGE

Section 1. Life Insurance Benefit

If an employee shall die while Employee Coverage is in force for the employee, the Insurance Company shall pay, upon receipt of due proof of the death of such employee — to the beneficiary determined in accordance with the terms of this policy — the amount determined in accordance with the terms of this policy.

Schedule of Insurance

<u>Classification</u>	<u>Amount of Insurance</u>
Elected and Appointed Officials	\$40,000
All Other Employees	
<u>Annual Rate of Basic Earnings</u>	
\$20,000 or more	40,000
12,000 but less than \$20,000	30,000
Less than \$12,000	16,000

TITLE ELIC--EMPLOYEES' LIFE INSURANCE COVERAGE (Continued)

Section 1. Life Insurance Benefit (Continued)

The amount of Life Insurance for any employee under this Title shall be limited to applicable "reduced amount" during any period of coverage under this Title on and after the employee's "reduction date".

Reduced amount--An employee's reduced amount of Life Insurance under this Title will be 50% of the applicable amount of Life Insurance determined below:

- (1) For an employee who reaches his reduction date while Life Insurance is in force under this Title, the amount of his Life Insurance in force under this Title on the day before his reduction date.
- (2) For an employee becoming insured under this Title on or after his reduction date, the amount of Life Insurance applicable to the employee's classification determined from the Schedule of Insurance.

Reduction date--Each employee's "reduction date" shall be the earlier to occur of:

- (a) the first day of the calendar month in which the employee attains age 65, and
- (b) the effective date of the employee's retirement from the service of his Participant Employer.

Continuation of Coverage for Retired Employees

If an employee, while insured under this Title, becomes retired from the service of the Participant Employer, his employment, for the purposes of this policy, will be continued while the Policyholder continues to make premium payments for such employee's insurance, provided the following requirements are met:

At retirement, the employee has attained at least 55 years of age and completed at least 10 years of service. An employee is considered to become retired, for the purposes of this policy, on the date his employment would otherwise terminate in the absence of this paragraph.

The reduced amount will be continued on a non-contributory basis when an employee becomes retired in accordance with the provisions of the preceding paragraphs.