

*Your  
Group  
Plan*

**The McClatchy Company**

**Long Term Disability**

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(Defines the Terms Shown in Bold Type in the Text of This Document.)

Note: The codes appearing on the left side of certain blocks of text are required by the Department of Insurance.

# Your Group Coverage Plan

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This Plan is underwritten by the Aetna Life Insurance Company, of Hartford, Connecticut (called Aetna). The benefits and main points of the group contract for persons covered under this Plan are set forth in this Booklet. They are effective only while you are covered under the group contract.

If you become covered, this Booklet will become your Certificate of Coverage. It replaces and supersedes all Certificates issued to you by Aetna under the group contract.



Ronald A. Williams  
Chairman, Chief Executive Officer, and President

Group Policy: GP-620229  
Cert. Base: 11  
Issue Date: June 13, 2008  
Effective Date: July 1, 2008

**This Certificate may be an electronic version of the Certificate on file with your Employer and Aetna Life Insurance Company. In case of any discrepancy between an electronic version and the printed copy which is part of the group insurance contract issued by Aetna Life Insurance Company, or in case of any legal action, the terms set forth in such group insurance contract will prevail. To obtain a printed copy of this Certificate, please contact your Employer.**

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# Long Term Disability Coverage

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This Plan will pay a Monthly Benefit for a period of total disability caused by a disease or accidental bodily injury. There is a waiting period. (This is the length of time during a period of total disability that must pass before benefits start.)

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## **Total Disability**

You are deemed to be totally disabled while either of the following applies to you:

- During the period which ends right after the first 24 months benefits are payable in a period of total disability:

You are not able, solely because of injury or disease, to perform the material duties of your own occupation; except that if you start work at a reasonable occupation you will no longer be deemed totally disabled.

- Thereafter during such period of total disability:

You are not able, solely because of injury or disease, to work at any reasonable occupation.

You will not be deemed to be performing the material duties of your own occupation or working at a reasonable occupation on any day if:

- you are performing at least one, but not all, of the material duties of your own occupation or you are working at any occupation (full-time or part-time); and
- solely due to disease or injury, your income from either is 80% or less of your adjusted predisability earnings.

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## **Monthly Benefit**

The Scheduled Monthly LTD Benefit, the Maximum Monthly Benefit, and the Minimum Monthly Benefit are shown on the Summary of Coverage.

The monthly benefit is an amount based on your monthly predisability earnings. Other income benefits, as defined later, are taken into account.

- If no other income benefits are payable for a given month:

The monthly benefit payable under this Plan for that month will be the lesser of:

the Scheduled Monthly LTD Benefit; and

the Maximum Monthly Benefit.

- If other income benefits are payable for a given month:

The monthly benefit payable under this Plan for that month will be the lesser of:

the Scheduled Monthly LTD Benefit; and

the Maximum Monthly Benefit;

minus all other income benefits, but not less than the Minimum Monthly Benefit.

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## When Benefits Are Payable

Monthly benefits will be payable if a period of disability:

- starts while you are covered; and
- continues during and past the elimination period.

These benefits are payable after the elimination period ends for as long as the period of disability continues.

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## A Period of Total Disability

A period of total disability starts on the first day you are totally disabled as a direct result of a significant change in your physical or mental condition occurring while you are insured under this Plan. You must be under the care of a **physician**. (You will not be deemed to be under the care of a **physician** more than 31 days before the date he or she has seen and treated you in person for the disease or **injury** that caused the total disability.)

Your period of total disability ends on the first to occur of:

- The date you are not totally disabled.
- The date you start work at a reasonable occupation.
- The date you fail to give proof that you are still totally disabled.
- The date you refuse to be examined.
- The date you cease to be under the care of a **physician**.
- The date you reach the expiration of the Maximum Benefit Duration shown on the Summary of Coverage.
- The date you become eligible for benefits under any other long term disability benefits plan carried or sponsored by your Employer, if such date occurs after the date the group policy terminates.
- The date you have income from any employer or from any occupation for compensation or profit equal to more than 80% of your **adjusted predisability earnings**.
- The date you fail to give proof that you are unable to perform the duties of any occupation for compensation or profit equal to more than 80% of your **adjusted predisability earnings**.
- The date of your death.
- Also, a period of disability will end after 24 monthly benefits are payable if it is determined that the disability is, at that time, caused to any extent by a mental condition (including conditions related to alcoholism or drug abuse) described in the most current edition of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association (hereafter called DSM). There are two exceptions to this rule which apply if you are confined as an inpatient in a **hospital** or **treatment facility** for treatment of that condition at the end of such 24 months. If the inpatient confinement lasts less than 30 days, the period of disability will cease when you are no longer confined. If the inpatient confinement lasts 30 days or more, the period of disability may continue until the date you have not been so confined for that condition for a total of 90 days during any 12 month period.

The Separate Periods of Disability section does not apply beyond 24 months to periods of disability which are subject to the above paragraph.

## How Separate Periods of Disability Are Treated

Once a period of disability has ended, any new period of disability will be treated separately.

However, 2 or more separate periods of disability due to the same or related causes will be deemed to be one period of disability and only one elimination period will apply if:

the separation occurs during the elimination period and the periods are separated by less than 30 calendar days of work at:

- your own occupation;
- any reasonable occupation; or

the separation occurs after the elimination period and the periods are separated by less than 6 calendar months of work at:

- your own occupation;
- any reasonable occupation.

The first period will not be included if it began while you were not covered under this LTD Plan.

## **Other Income Benefits**

They are:

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- 50% of any award provided under The Jones Act or The Maritime Doctrine of Maintenance, Wages and Cure.

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- Disability, retirement, or unemployment benefits required or provided for under any law of a government. Examples are:

Unemployment compensation benefits.

Temporary or permanent, partial or total disability benefits under any state or federal workers' compensation law or any other like law, which are meant to compensate the worker for any one or more of the following: loss of past and future wages; impaired earning capacity; lessened ability to compete in the open labor market; any degree of permanent impairment; and any degree of loss of bodily function or capacity.

Automobile no-fault wage replacement benefits to the extent required by law.

Benefits under the Federal Social Security Act, the Railroad Retirement Act, the Canada Pension Plan, and the Quebec Pension Plan.

Veterans' benefits.

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- Statutory disability benefits.

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- Disability or unemployment benefits under:

any group insurance plan,

any other type of coverage for persons in a group. This includes both, plans that are insured and those that are not.

- Unreduced retirement benefits for which you are or may become eligible under a group pension plan at the later of:

age 62, and

the Plan's Normal Retirement Age,

but only to the extent that such benefits were paid for by an employer.

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- Voluntarily elected retirement benefits received under any group pension plan; but only to the extent that such benefits were paid for by an employer.

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Other income benefits include those, due to your disability or retirement, which are payable to: you; your spouse; your children; your dependents.

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## **Effect of Increases In Other Income Benefits On Monthly Benefits**

Increases in the level of other income benefits due to the following will be considered "other income benefits":

- a change in the number of your family members;
- a recomputation or recalculation to correct or adjust your benefit level as first established for the period of disability; or
- a change in the severity of your disability.

There may be cost of living increases in the level of other income benefits received from a governmental source during a period of disability. These increases will not be deemed to be "other income benefits."

There may be cost of living or general increases in the level of other income benefits from a non-governmental source during a period of disability. These increases will not be considered other income benefits to the extent they are based on the annual average increase in the **Consumer Price Index**.

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## **Other Income Benefits Which Do Not Reduce Monthly Benefits**

The amount of any retirement or disability benefits you were receiving from the following sources before the date you become disabled under this LTD Plan will not reduce your monthly benefits:

- military and other government service pensions;
- retirement benefits from a prior employer; and
- veterans' benefits for service related disabilities.

Also, the amount of any income or other benefits you receive from the following sources will not reduce your monthly benefits:

- profit sharing plans;
- thrift plans;
- 401(k) plans;
- Keogh plans;
- employee stock option plans; or
- tax sheltered annuity plans;

## **How Aetna Determines Other Income Benefits**

Aetna will determine other income benefits as follows:

### **Lump Sum and Periodic Payments From Any Other Income Benefits:**

Any lump sum or periodic other income payments that you receive will be prorated on a monthly basis over the period of time for which the payment was made. If a period of time is not indicated, Aetna will prorate the payments over a period of time equal to the lesser of: (a) the remaining benefit duration; and (b) 60 months.

That part of the lump sum or periodic payment that is for disability will be counted, even if it is not specifically apportioned or identified as such. If there is no proof acceptable to Aetna as to what that part reasonably is, 50% will be deemed to be for disability.

Any of these "Other Income Payments" that date back to a prior date may be allocated on a retroactive basis.

## **Estimated Payments**

The amount of other income benefits for which you appear to be eligible will be estimated, unless you have signed and returned a reimbursement agreement to Aetna. This agreement contains your promise to repay Aetna for any overpayment of benefits made to you.

If other income benefits are estimated, your monthly benefit will be adjusted when we receive proof:

- of the exact amount awarded; or
- that benefits have been denied after review at the highest administrative level.

Aetna will pay you if any underpayment in your monthly benefit results. You will have to repay Aetna if any overpayment results. When Aetna has to take legal action against you to recover any overpayment, you will also have to pay Aetna's reasonable attorney's fees and court costs, if Aetna prevails.

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### **Required Proof of Income**

Aetna has the right to require proof that:

- you, your spouse, child, or dependent has made application for all other income benefits which you or they are, or may be, eligible to receive relative to your disability and has made a timely appeal of any denial through the highest administrative level; timely appeal means making such an appeal as required, but in no case later than 60 days from the latest denial;
- the person has furnished proof needed to obtain other income benefits, which includes, but is not limited to, Workers' Compensation Benefits;
- the person has not waived any other income benefits without Aetna's written consent; and
- the person has sent copies of the documents to Aetna showing the effective dates and the amounts of other income benefits.

In addition to the above, for purposes of Federal Social Security, when a timely application for benefits has been made and denied, a request for reconsideration must be made within 60 days after the denial, unless Aetna states, in writing, that it does not require you to do so. Also, if the reconsideration is denied, an application for a hearing before an Administrative Law Judge must be made within 60 days of that denial unless Aetna relieves you of that obligation.

Aetna also requires proof of income you receive from any occupation for compensation or profit.

You do not have to apply for:

- retirement benefits paid only on a reduced basis; or
- disability benefits under group life insurance if they would reduce the amount of group life insurance;

but, if you do apply for and receive these benefits, they will be deemed to be other income benefits for which proof is required.

If you do not furnish proof of other income benefits, Aetna reserves the right to suspend or adjust benefits by the estimated amount of such other income benefits.

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### **Approved Rehabilitation Program**

Aetna may evaluate you for participation in an **Approved Rehabilitation Program**.

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### **Exclusions**

Long Term Disability Coverage does not cover any disability that:

- is due to intentionally self-inflicted **injury** (while sane or insane).
- results from your commission of, or attempting to commit, an assault, battery, or felony.
- is due to war or any act of war (declared or not declared).
- is due to: insurrection; rebellion; or taking part in a riot or civil commotion.

On any day during a period of disability that a person is confined in a penal or correctional institution for conviction of a criminal or other public offense:

- the person will not be deemed to be disabled; and
- no benefits will be payable.

# General Information About Your Coverage

(including information about Termination of Coverage and the Effect of Prior Coverage)

## Termination of Coverage

Coverage under this Plan terminates at the first to occur of:

- When employment ceases.
- When the group contract terminates as to the coverage.
- When you are no longer in an Eligible Class. (This may apply to all or part of your coverage.)
- When you fail to make any required contribution.

Ceasing active work will be deemed to be cessation of employment. If you are not at work due to one of the following, employment may be deemed to continue up to the limits shown below.

If you are not at work due to disease or **injury**, your employment may be continued until stopped by your Employer, but not beyond 12 months from the start of the absence.

If you are not at work due to temporary lay-off or leave of absence, your employment will be deemed to cease on your last full day of active work before the start of the lay-off or leave of absence.

In figuring when employment will stop for the purposes of termination of any coverage, Aetna will rely upon your Employer to notify Aetna. This can be done by telling Aetna or by stopping premium payments. Your employment may be deemed to continue beyond any limits shown above if Aetna and your Employer so agree in writing.

## Benefits May Continue After Termination

If your coverage ceases during a period of disability which began while you had coverage, benefits will be available as long as your period of disability continues.

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## Reinstatement of Coverage (Contributory Coverage)

If your coverage terminates, you may again become covered in accordance with the terms of this Plan; except that if:

you return to active work within 24 months of the date coverage terminated; and

you request coverage from your Employer within 31 days of your return to active work;

any period of continuous service required before your Eligibility Date will apply only to the extent it would have applied if coverage had not terminated.

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## Reinstatement of Coverage (Non-contributory Coverage)

If your coverage terminates, you may again become covered in accordance with the terms of this Plan; except that if:

you return to active work within 24 months of the date coverage terminated;

any period of continuous service required before your Eligibility Date will apply only to the extent it would have applied if coverage had not terminated.

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## How "Prior Coverage" Affects Coverage Under This Plan

If the coverage of any person under this Plan replaces any prior coverage of the person, the following will apply.

"Prior coverage" is any plan of group long term disability coverage that has been replaced by coverage under part or all of this Plan. It must have been sponsored by your Employer who is participating in this Plan. 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 insurance plan.

A person's coverage under this Plan replaces and supersedes any prior coverage. It will be in exchange for everything under such prior coverage except coverage will not be available as to a particular period of disability for which a benefit is available or would be available under the prior coverage in the absence of coverage under this Plan.

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## Survivor Benefit

If you die while disabled, a single, lump sum benefit will be paid under this provision if there is an Eligible Survivor as defined below.

The benefit amount will be:

- 3 times the Monthly Benefit, not reduced by other income benefits, for which you were eligible in the full month just before the month in which you die.

If you die before you are eligible for one full Monthly Benefit, however, the benefit will be:

- 3 times the Monthly Benefit, not reduced by other income benefits for which you would have been eligible if you had not died, for the first full month after the month in which you die.

An Eligible Survivor is:

- Your legally married spouse at the date of your death.
- Your sole Domestic Partner.
- If there is no such spouse or Domestic Partner, your biological or legally adopted child who, when you die:  
is not married; and

is depending mainly on you for support; and

is under age 25. This age limit will not apply if the child is not capable of self-sustaining employment because of mental or physical handicap which existed prior to age 25.

A Domestic Partner will be determined to be an Eligible Survivor if you have completed and signed a "Declaration of Domestic Partnership," and the declaration is acceptable to your Employer.

A Domestic Partner will no longer be considered to be an Eligible Survivor as the date of termination of the domestic partnership. In that event, you should provide your Employer with a completed and signed "Declaration of Termination of Domestic Partnership."

## How the Survivor Benefit Will Be Paid

The benefit will be paid as soon as the necessary written proof of your death and disability status is received.

The benefit will be paid to your eligible surviving spouse or Domestic Partner, if any. Otherwise, it will be paid in equal shares to your eligible surviving children.

Aetna may pay the benefit to anyone who, in Aetna's opinion, is caring for and supporting the eligible survivor; or, if proper claim is made, Aetna may pay the benefit to an eligible survivor's legally appointed guardian or committee.

## **Assignment of Insurance**

Coverage may be assigned only with the consent of Aetna.

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## **How and When To Report Your Claim**

You are required to submit a claim to Aetna by following the procedure chosen by your Employer. If the procedure requires that claim forms be submitted, they may be obtained at your place of employment or from Aetna. Your claim must give proof of the nature and extent of the loss. Aetna may require copies of documents to support your claim, including data about any other income benefits. You must also provide Aetna with authorizations to allow it to investigate your claim and your eligibility for and the amount of other income benefits.

You must furnish such true and correct information as Aetna may reasonably request.

The deadline for filing a claim for benefits is 90 days after the end of the elimination period. If, through no fault of your own, you are not able to meet the deadline for filing a claim, your claim will be accepted if you file as soon as possible; but not later than 1 year after the deadline unless you are legally incapacitated. Otherwise, late claims will not be covered.

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## **How Benefits Will Be Paid**

Benefits will be paid to you at the end of each calendar month during the period for which benefits are payable. Benefits for a period less than a month will be prorated. This will be done on the basis of the ratio, to 30 days, of the days of eligibility for benefits during the month.

Any unpaid balance at the end of Aetna's liability will be paid within 30 days of receipt by Aetna of the due written proof.

Aetna may pay up to \$ 1,000 of any benefit to any of your relatives whom it believes 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.

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## **Examinations and Evaluations**

Aetna will have the right and opportunity to examine and evaluate any person who is the basis of any claim at all reasonable times while that claim is pending or payable. This will be done at Aetna's expense.

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## **Legal Action**

No legal action can be brought to recover 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 a person's 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.

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## **Recovery of Overpayments**

If payments are made in amounts greater than the benefits that you are entitled to receive, Aetna has the right to do any one or all of the following:

- to require you to return the overpayment on request;
- to stop payment of benefits until the overpayment is recovered;
- to take any legal action needed to recover the overpayment; and
- to place a lien, if not prohibited by law, in the amount of the overpayment on the proceeds of any other income, whether on a periodic or lump sum basis.

If the overpayment:

- occurs as a result of your receipt of other income benefits for the same period for which you have received a benefit under this Plan; and
- to obtain such other income benefits, advocate or legal fees were incurred;

Aetna will exclude from the amount to be recovered, such advocate or legal fees; provided you return the overpayment to Aetna within 30 days of Aetna's written request for the overpayment. If you do not return the overpayment to Aetna within such 30 days, such fees will not be excluded; you will remain liable for repayment of the total overpaid amount.

Examples of "other income" referred to in the preceding paragraph are:

- Workers' compensation.
- Federal Social Security benefits.

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### **Contract Not a Substitute for Workers' Compensation Insurance**

The group contract is not in lieu of and does not affect workers' compensation benefits. However, any workers' compensation benefits are considered other income benefits.

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### **General Provisions**

The following additional provisions apply to your coverage.

You cannot receive multiple coverage under this Plan because you are connected with more than one Employer.

In the event of a misstatement of any fact affecting your coverage under this Plan, the true facts will be used to determine the coverage in force.

This document describes the main features of this Plan. Additional provisions are described elsewhere in the group contract. If you have any questions about the terms of this Plan or about the proper payment of benefits, you may obtain more information from your Employer or, if you prefer, from the Home Office of Aetna. Your Employer hopes to continue this Plan indefinitely but, as with all group plans, this Plan may be changed or discontinued with respect to all or any class of employees.

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# Glossary

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The following definitions of certain words and phrases will help you understand the benefits to which the definitions apply. Some definitions which apply only to a specific benefit appear in the benefit section. If a definition appears in a benefit section and also appears in the Glossary, the definition in the benefit section will apply in lieu of the definition in the Glossary.

## Adjusted Predisability Earnings

This is your **predisability earnings** plus any increase made on each January 1, starting on the January 1 following 12 months of a period of disability. The increase on each such January 1 will be by the percentage increase in the **Consumer Price Index**, rounded to the nearest tenth; but not by more than 10%.

## Approved Rehabilitation Program

This is a program of physical, mental, or vocational rehabilitation which:

- is expected to result in maximizing your employment; and
- is approved, in writing, by Aetna.

A rehabilitation program will cease to be an Approved Rehabilitation Program on the earliest to occur of:

- the date you are able to perform the material duties of your own occupation or work at any other reasonable occupation;
- the date Aetna withdraws, in writing, its approval of the program.

## Consumer Price Index

The CPI-W, Consumer Price Index for Urban Wage Earners and Clerical Workers is published by the United States Department of Labor. If the CPI-W is discontinued or changed, Aetna reserves the right to use a comparable index.

## Hospital

This is an institution that:

- mainly provides, on an inpatient basis, diagnostic and therapeutic facilities for surgical and medical diagnosis, treatment, and care of injured and sick persons; and
- is supervised by a staff of **physicians**; and
- provides 24 hour a day registered nursing (RN) service; and
- is not mainly a place for rest, for the aged, for drug addicts, for alcoholics, or a nursing home.

An institution which does not provide complete surgical services, but which meets all the other tests listed above, will also be deemed a hospital if:

- it provides services chiefly to patients all of whom have conditions related either by a medical specialty field or a specific disease category; and
- while confined, the patient is under regular therapeutic treatment by a **physician** for the **injury** or disease.

## Injury

An accidental bodily injury.

## Physician

"Physician" means a legally qualified physician or chiropractor. If any part of a period of disability is caused, to any extent, by a mental condition that is described in the most current edition of the DSM, "physician" shall mean a legally qualified physician who:

- specializes in psychiatry; or
- is trained or experienced to evaluate and treat a mental condition.

If any part of a period of disability is caused, to any extent, by a condition related to alcoholism or drug abuse that is described in the most current edition of the DSM, "physician" shall mean a legally qualified physician who is trained or experienced to evaluate and treat the condition.

(The "DSM" is the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association.)

### **Predisability Earnings**

This is the amount of salary or wages you were receiving from an employer participating in this Plan on the day before a period of disability started, calculated on a monthly basis.

It will be figured from the rule below that applies to you.

If you are paid on an annual contract basis, your monthly salary is 1/12th of your annual contract salary.

If you are paid on an hourly basis, the calculation of your monthly wages is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month; but not more than 173 hours per month.

If you do not have regular work hours, the calculation of your monthly salary or wages is based on the average number of hours you worked per month during the last 12 calendar months (or during your period of employment if fewer than 12 months); but not more than 173 hours per month.

Included in salary or wages are:

- Commissions averaged over the last 12 months of actual employment or such shorter period if actual employment was for fewer than 12 months.
- Contributions you make through a salary reduction agreement with your Employer to any of the following:

An Internal Revenue Code (IRC) Section 125 plan for your fringe benefits.

An IRC 401(k), 403(b), or 457 deferred compensation arrangement.

An executive nonqualified deferred compensation agreement.

Not included in salary or wages are:

- Awards and bonuses.
- Overtime pay.
- Contributions made by your Employer to any deferred compensation arrangement or pension plan.

A retroactive change in your rate of earnings will not result in a retroactive change in coverage.

### **Reasonable Occupation**

This is any gainful activity for which you are; or may reasonably become, fitted by education; training; or experience. It does not include work under an Approved Rehabilitation Program.

### **Treatment Facility**

This is an institution (or distinct part thereof) that is for the treatment of alcoholism or drug abuse and which meets fully every one of the following tests:

- It is primarily engaged in providing on a full-time inpatient basis, a program for diagnosis, evaluation, and treatment of alcoholism or drug abuse.
- It provides all medical detoxification services on the premises, 24 hours a day.
- It provides all normal infirmary-level medical services required during the treatment period, whether or not related to the alcoholism or drug abuse, on a 24 hour daily basis. Also, it provides, or has an agreement with a **hospital** in the area to provide, any other medical services that may be required during the treatment period.
- On a continuous 24 hour daily basis, it is under the supervision of a staff of **physicians**, and provides skilled nursing services by licensed nursing personnel under the direction of a full-time registered graduate nurse.

- It prepares and maintains a written individual plan of treatment for each patient based on a diagnostic assessment of the patient's medical, psychological and social needs with documentation that the plan is under the supervision of a **physician**.
- It meets any applicable licensing standards established by the jurisdiction in which it is located.

## **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).

## **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 FMLA 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.

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

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.

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.

## **Claim Procedures**

Your booklet-certificate contains information on reporting claims. Claim forms may be obtained at your place of employment or sent to you by Aetna. These forms tell you how and when to file a claim.

**Note: If applicable state law requires the Plan to take action on a claim or appeal within a shorter timeframe, the shorter period will apply.**

## **Filing Disability Claims under the Plan**

You may file claims for Plan benefits, and appeal adverse claim decisions, either yourself or through an authorized representative.

An “authorized representative” means a person you authorize, in writing, to act on your behalf. The Plan will also recognize a court order giving a person authority to submit claims on your behalf.

You will be notified of an adverse benefit determination not later than 45 days after receipt of the claim. This time period may be extended up to an additional 30 days due to circumstances outside the Plan's control. In that case, you will be notified of the extension before the end of the initial 45 day period. If a decision cannot be made within this 30 day extension period due to circumstances outside the Plan's control, the time period may be extended up to an additional 30 days, in which case you will be notified before the end of the first 30 day extension period. The notice of extension will explain the standards on which entitlement to a benefit are based, the unresolved issues that prevent a decision, and the additional information needed to resolve those issues. You will be given at least 45 days after receiving the notice to furnish that information.

## **Filing of an Appeal of an Adverse Benefit Determination for a Disability Claim**

You will have 180 days following receipt of an adverse benefit decision to appeal the decision. You will ordinarily be notified of the decision not later than 45 days after the appeal is received. If special circumstances require an extension of time of up to an additional 45 days, you will be notified of such extension during the 45 days following receipt of your request. The notice will indicate the special circumstances requiring an extension and the date by which a decision is expected.

You may submit written comments, documents, records, and other information relating to your claim, whether or not the comments, documents, records, or information were submitted in connection with the initial claim. You may also request that the Plan provide you, free of charge, copies of all documents, records, and other information relevant to the claim.

**The following applies to Residents of Texas:**

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call Aetna's toll-free telephone number for information or to make a complaint at:

**1-800-MY -Health (694-3258)**

You may also write to Aetna at:

**Aetna Inc.**

2777 Stemmons Freeway, Dallas, TX  
75207

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact Aetna first. If the dispute is not resolved you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Aetna's para información o para someter una queja al:

**1-800-MY -Health (694-3258)**

Usted también puede escribir a Aetna:

**Aetna Inc.**

2777 Stemmons Freeway, Dallas, TX  
75207

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos, o quejas llamando al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si surge una disputa concerniente a su prima o a una reclamación, debe comunicarse con Aetna primero. Si no se resuelve la disputa puede comunicarse con el Departamento de Seguros de Texas.

**UNA ESTE AVISO A SU POLIZA:**

Este aviso es sólo para propósito de información y no se convierte en parte o condición del documento adjunto.

**THE GROUP CONTRACT UNDER WHICH THIS BOOKLET-CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.**

# Summary of Coverage

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**Employer:** The McClatchy Company

**Group Policy:** GP-620229

**SOC:** 11A

**Issue Date:** June 13, 2008

**Effective Date:** July 1, 2008

*Employee:*

The benefits shown in this Summary of Coverage are available for you.

**This Summary of Coverage may be an electronic version of the Summary of Coverage on file with your Employer and Aetna Life Insurance Company. In case of any discrepancy between an electronic version and the printed copy which is part of the group insurance contract issued by Aetna Life Insurance Company, or in case of any legal action, the terms set forth in such group insurance contract will prevail. To obtain a printed copy of this Summary of Coverage, please contact your Employer.**

## Eligibility

### Employees

You are in an Eligible Class if you are a regular full-time employee, as designated by your work location, of an Employer participating in this Plan, and not an employee who is in a class for which a separate Summary of Coverage has been designated for the coverages described in this Summary of Coverage.

In addition, to be in an Eligible Class you must be:

- scheduled to work the minimum number of hours needed to maintain a normal work schedule for your work location during your Employer's work week; and
- working within the United States.

Aetna will rely upon the representation of the Employer as to your eligibility for coverage under this plan, including making the determination of the minimum number of hours needed for you to maintain a normal work schedule at your work location, and as to any fact concerning such eligibility.

Your Eligibility Date, if you are then in an Eligible Class, is the Effective Date of this Plan. Otherwise, it is the first day of the calendar month coinciding with or next following the date you complete a probationary period of 30 days of continuous service for your Employer or, if later, the date you enter the Eligible Class.

Long Term Disability - 50% and 60% Benefit Options

# Enrollment Procedure

You will be required to enroll in a manner determined by Aetna and your Employer. This will allow your Employer to deduct your contributions, if any, from your pay. Be sure to enroll within 31 days of your Eligibility Date.

Your contributions, if any, toward the cost of this coverage will be deducted from your pay and are subject to change. The rate of any required contributions will be determined by your Employer. See your Employer for details.

## Effective Date of Coverage

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### Employees

Your coverage will take effect on the later to occur of:

- your Eligibility Date; and
- the date your enrollment is received.

If you did not request to be enrolled by your Employer within 31 days of the date you are first eligible for group long term disability coverage sponsored by your Employer, coverage will not take effect until you submit evidence of good health that is both acceptable to Aetna and consistent with your Employer's enrollment guidelines.

*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 the date you return to work full-time.

This rule also applies to an increase in your coverage.

# Disability Coverage

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## Long Term Disability Benefits

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### Employees

*Waiting Period:* The first 180 calendar days of a period of total disability.

If, solely due to disease or injury, you are unable to earn more than 80% of your adjusted predisability earnings, you will not be deemed to have performed the material duties of your own occupation on that day.

### Core/Buy-up Provisions

Scheduled Monthly LTD Benefit:

Plan Option 1                      50% of your monthly predisability earnings.  
Plan Option 2                      60% of your monthly predisability earnings.

(Any benefit actually payable may be reduced by "other income benefits". The Booklet-Certificate has definitions of "other income benefits", "adjusted predisability earnings", and "predisability earnings".)

Maximum Monthly Benefit

Under this Plan (together with  
all other income benefits)                      \$ 15,000

Minimum Monthly Benefit The greater of:

- (a) \$ 100; and
- (b) 10% of your Scheduled Monthly LTD Benefit or, if less, 10% of the Maximum Monthly Benefit

You may elect coverage under any one of the available options shown above for Long Term Disability coverage. Once you have made a selection, if you wish to choose a different option, your Employer will provide you with the information on when and how you can make that change.

### Benefits Actually Payable

Any monthly benefit actually payable will be reduced by "other income benefits." In figuring any monthly benefit, other income benefits do not include income from any employer or income from any occupation for compensation or profit. If you work while disabled, any monthly benefit payable is adjusted as described in the following section.

#### *Benefit Adjustment During Return to Work*

If, while monthly benefits are payable, you have income from:

any employer; or  
any occupation for compensation or profit;

which is more than 20% of your adjusted predisability earnings; the monthly benefit as figured above will be adjusted as follows:

During the first 12 months that you have such income, the monthly benefit will be reduced only to the extent the amount of that income and the monthly benefit payable, as figured above, exceeds 100% of your adjusted predisability earnings.

Thereafter, the monthly benefit will be the product of the following:

(A divided by B) x C where:

A = Your adjusted predisability earnings minus such income.

B = Your adjusted predisability earnings.

C = The monthly benefit figured without regard to this paragraph.

In figuring the monthly benefit, other income benefits do not include income from any employer or income from any occupation for compensation or profit.

### **Maximum Benefit Duration\***

- If your period of disability starts prior to the date you reach age 62, it will end with the calendar month in which you reach normal retirement age, as determined by the 1983 Amended Social Security Normal Retirement Age.
- If your period of disability starts on or after the date you reach age 62 but prior to the date you reach age 65, it will end with the expiration of 60 months of disability, after the elimination period is met.
- If your period of disability starts on or after the date you reach age 65 it will end with the later of:

The calendar month in which you reach age 70; and

The expiration of 12 months of disability, after the elimination period is met.

### ***1983 Amended Social Security Normal Retirement Age***

<b>Year of Birth</b>	<b>Normal Retirement Age</b>
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 to 1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
After 1959	67

\* Unless your period of disability ends earlier for one or more of the reasons stated in your Booklet-Certificate.

### **Pregnancy Coverage**

Benefits are payable on the same basis as for a disease if a female employee, while covered under this Plan, is absent from active work because of a disabling pregnancy-related condition. A physician's certification that the employee is disabled because of the condition will be necessary. Further, Aetna may request any additional evidence it believes is necessary before deciding that benefits are payable.

### **Adjustment Rule**

If, for any reason, a person is entitled to a different amount of coverage, coverage will be adjusted as provided elsewhere in the group contract, except that an increase is subject to any Active Work Rule described in Effective Date of Coverage section of this Summary of Coverage.

Benefits for claims incurred after the date the adjustment becomes effective are payable in accordance with the revised plan provisions. In other words, there are no vested rights to benefits based upon provisions of this Plan in effect prior to the date of any adjustment.

## General

This Summary of Coverage replaces any Summary of Coverage previously in effect under the group contract. Requests for amounts of coverage other than those to which you are entitled in accordance with this Summary of Coverage cannot be accepted.

The insurance described in this Booklet-Certificate will be provided under Aetna Life Insurance Company policy form GR-29.

**KEEP THIS SUMMARY OF COVERAGE  
WITH YOUR BOOKLET-CERTIFICATE**

**The following applies to Residents of Florida:**

**THE BENEFITS OF THE POLICY PROVIDING YOUR  
COVERAGE ARE GOVERNED PRIMARILY BY THE LAW OF  
A STATE OTHER THAN FLORIDA**

**The following applies to Residents of California:**

## **Additional Information Provided by Aetna Life Insurance Company**

### **Inquiry Procedure**

The plan of benefits described in the Booklet-Certificate is underwritten by:

**Aetna Life Insurance Company (Aetna)  
151 Farmington Avenue  
Hartford, Connecticut 06156**

**Telephone: (860) 273-0123**

**If you have questions about benefits or coverage under this plan, call Aetna at the number shown above.**

**If you have a problem that you have been unable to resolve to your satisfaction after contacting Aetna, you should contact the Consumer Service Division of the Department of Insurance at:**

300 South Spring Street  
Los Angeles, CA 90013

Telephone: 1-800-927-4357 or 213-897-8921

You should contact the Bureau only after contacting Aetna at the numbers or address shown above.

# **Additional Information Provided by The McClatchy Company**

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.

**Employer Identification Number:**

52-2080478

**Plan Number:**

501

**Type of Plan:**

Comprehensive Welfare Benefit and Cafeteria Plan

**Type of Administration:**

Group Insurance Policy with:

Aetna Life Insurance Company  
151 Farmington Avenue  
Hartford, CT 06156

**Plan Administrator:**

The McClatchy Company  
2100 Q Street  
Sacramento, CA 95852-0779  
(916) 321-1961

**Agent For Service of Legal Process:**

The McClatchy Company  
Corporate Secretary  
2100 Q Street  
Sacramento, CA 95852-0779

**End of Plan Year:**

December 31

**Source of Contributions:**

Employer/Employee

**Procedure for Amending the Plan:**

The Employer may amend the Plan from time to time by a written instrument signed by an officer of the Company.

## **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.

### 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.

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.