

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2011

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: 1-16095



Aetna Inc.

(Exact name of registrant as specified in its charter)

Pennsylvania

(State or other jurisdiction of incorporation or organization)

23-2229683

(I.R.S. Employer Identification No.)

151 Farmington Avenue, Hartford, CT

(Address of principal executive offices)

06156

(Zip Code)

Registrant's telephone number, including area code:

(860) 273-0123

Former name, former address and former fiscal year, if changed since last report: **N/A**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company)

Accelerated filer

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

There were 379.5 million shares of the registrant's voting common stock with a par value of \$.01 per share outstanding at March 31, 2011.

Aetna Inc.
Form 10-Q
For the Quarterly Period Ended March 31, 2011

Unless the context otherwise requires, references to the terms “we,” “our” or “us” used throughout this Quarterly Report on Form 10-Q (except the Report of Independent Registered Public Accounting Firm on page 25), refer to Aetna Inc. (a Pennsylvania corporation) (“Aetna”) and its subsidiaries (collectively, the “Company”).

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Part I Financial Information

Item 1. Financial Statements

Consolidated Statements of Income (Unaudited)

(Millions, except per common share data)	For the Three Months Ended March 31,	
	2011	2010
Revenue:		
Health care premiums	\$ 6,750.6	\$ 6,895.1
Other premiums	445.3	474.7
Fees and other revenue ⁽¹⁾	899.6	899.8
Net investment income	252.6	275.2
Net realized capital gains	39.7	76.7
Total revenue	8,387.8	8,621.5
Benefits and expenses:		
Health care costs ⁽²⁾	5,348.0	5,691.0
Current and future benefits	485.5	527.0
Operating expenses:		
Selling expenses	290.7	321.5
General and administrative expenses	1,272.8	1,195.7
Total operating expenses	1,563.5	1,517.2
Interest expense	66.1	60.9
Amortization of other acquired intangible assets	26.3	24.4
Total benefits and expenses	7,489.4	7,820.5
Income before income taxes	898.4	801.0
Income taxes:		
Current	337.3	216.1
Deferred	(24.9)	22.3
Total income taxes	312.4	238.4
Net income	\$ 586.0	\$ 562.6
Earnings per common share:		
Basic	\$ 1.53	\$ 1.30
Diluted	\$ 1.50	\$ 1.28

⁽¹⁾ Fees and other revenue include administrative services contract member co-payments and plan sponsor reimbursements related to our mail order and specialty pharmacy operations of \$15.6 million and \$20.4 million (net of pharmaceutical and processing costs of \$309.3 million and \$353.6 million) for the three months ended March 31, 2011 and 2010, respectively.

⁽²⁾ Health care costs have been reduced by Insured member co-payments related to our mail order and specialty pharmacy operations of \$37.1 million and \$31.2 million for the three months ended March 31, 2011 and 2010, respectively.

Refer to accompanying Condensed Notes to Consolidated Financial Statements (Unaudited).

Consolidated Balance Sheets

(Millions)	(Unaudited)	
	At March 31, 2011	At December 31, 2010
Assets:		
Current assets:		
Cash and cash equivalents	\$ 1,444.4	\$ 1,867.6
Investments	2,083.0	2,169.7
Premiums receivable, net	821.1	661.9
Other receivables, net	841.9	692.6
Accrued investment income	202.6	203.4
Collateral received under securities loan agreements	71.8	210.6
Income taxes receivable	-	210.1
Deferred income taxes	279.0	327.0
Other current assets	682.8	651.3
Total current assets	6,426.6	6,994.2
Long-term investments	17,563.2	17,546.3
Reinsurance recoverables	949.4	960.1
Goodwill	5,541.7	5,146.4
Other acquired intangible assets, net	608.9	495.5
Property and equipment, net	521.2	529.3
Deferred income taxes	91.4	29.9
Other long-term assets	732.4	742.4
Separate Accounts assets	5,366.5	5,295.3
Total assets	\$ 37,801.3	\$ 37,739.4
Liabilities and shareholders' equity:		
Current liabilities:		
Health care costs payable	\$ 2,665.5	\$ 2,630.9
Future policy benefits	721.7	728.4
Unpaid claims	593.8	593.3
Unearned premiums	404.3	318.7
Policyholders' funds	1,019.3	918.1
Collateral payable under securities loan agreements	71.9	210.8
Short-term debt	85.0	-
Current portion of long-term debt	450.0	899.9
Income taxes payable	111.6	-
Accrued expenses and other current liabilities	2,384.9	2,436.8
Total current liabilities	8,508.0	8,736.9
Future policy benefits	6,247.8	6,276.4
Unpaid claims	1,513.1	1,514.3
Policyholders' funds	1,302.4	1,316.6
Long-term debt, less current portion	3,483.0	3,482.6
Other long-term liabilities	1,177.3	1,226.5
Separate Accounts liabilities	5,366.5	5,295.3
Total liabilities	27,598.1	27,848.6
Commitments and contingencies (Note 14)		
Shareholders' equity:		
Common stock (\$.01 par value; 2.7 billion shares authorized; 379.5 million and 384.4 million shares issued and outstanding in 2011 and 2010, respectively) and additional paid-in capital	709.8	651.5
Retained earnings	10,680.6	10,401.9
Accumulated other comprehensive loss	(1,187.2)	(1,162.6)
Total shareholders' equity	10,203.2	9,890.8
Total liabilities and shareholders' equity	\$ 37,801.3	\$ 37,739.4

Refer to accompanying Condensed Notes to Consolidated Financial Statements (Unaudited).

**Consolidated Statements of Shareholders' Equity
(Unaudited)**

(Millions)	Number of Common Shares Outstanding	Common Stock and Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Shareholders' Equity	Comprehensive Income
Three Months Ended March 31, 2011						
Balance at December 31, 2010	384.4	\$ 651.5	\$ 10,401.9	\$ (1,162.6)	\$ 9,890.8	
Comprehensive income:						
Net income	-	-	586.0	-	586.0	\$ 586.0
Other comprehensive loss (Note 8):						
Net unrealized losses on securities	-	-	-	(36.5)	(36.5)	
Net foreign currency and derivative gains	-	-	-	2.3	2.3	
Pension and OPEB plans	-	-	-	9.6	9.6	
Other comprehensive loss	-	-	-	(24.6)	(24.6)	(24.6)
Total comprehensive income						<u>\$ 561.4</u>
Common shares issued for benefit plans, including tax benefits						
	1.8	58.4	-	-	58.4	
Repurchases of common shares	(6.7)	(.1)	(249.9)	-	(250.0)	
Dividend declared	-	-	(57.4)	-	(57.4)	
Balance at March 31, 2011	379.5	\$ 709.8	\$ 10,680.6	\$ (1,187.2)	\$ 10,203.2	
Three Months Ended March 31, 2010						
Balance at December 31, 2009	430.8	\$ 470.1	\$ 10,256.7	\$ (1,223.0)	\$ 9,503.8	
Comprehensive income:						
Net income	-	-	562.6	-	562.6	\$ 562.6
Other comprehensive income (Note 8):						
Net unrealized gains on securities	-	-	-	52.4	52.4	
Net foreign currency and derivative losses	-	-	-	(4.6)	(4.6)	
Pension and OPEB plans	-	-	-	32.5	32.5	
Other comprehensive income	-	-	-	80.3	80.3	80.3
Total comprehensive income						<u>\$ 642.9</u>
Common shares issued for benefit plans, including tax benefits						
	1.3	29.2	-	-	29.2	
Repurchases of common shares	(7.2)	(.1)	(251.9)	-	(252.0)	
Balance at March 31, 2010	424.9	\$ 499.2	\$ 10,567.4	\$ (1,142.7)	\$ 9,923.9	

Refer to accompanying Condensed Notes to Consolidated Financial Statements (Unaudited).

**Consolidated Statements of Cash Flows
(Unaudited)**

(Millions)	Three Months Ended March 31,	
	2011	2010
Cash flows from operating activities:		
Net income	\$ 586.0	\$ 562.6
Adjustments to reconcile net income to net cash provided by operating activities:		
Net realized capital gains	(39.7)	(76.7)
Depreciation and amortization	106.6	102.3
Equity in earnings of affiliates, net	(18.9)	(11.4)
Stock-based compensation expense	36.8	27.6
Accretion of net investment discount	(1.5)	(11.6)
Changes in assets and liabilities:		
Accrued investment income	.8	(6.8)
Premiums due and other receivables	(286.2)	(93.3)
Income taxes	297.5	235.6
Other assets and other liabilities	(219.3)	(66.1)
Health care and insurance liabilities	114.2	174.7
Other, net	(4.1)	.4
Net cash provided by operating activities	572.2	837.3
Cash flows from investing activities:		
Proceeds from sales and maturities of investments	2,605.2	2,462.2
Cost of investments	(2,456.2)	(2,686.4)
Additions to property, equipment and software	(62.5)	(74.5)
Cash used for acquisition, net of cash acquired	(493.7)	(.1)
Net cash used for investing activities	(407.2)	(298.8)
Cash flows from financing activities:		
Net repayment of long-term debt	(450.0)	-
Net issuance (repayment) of short-term debt	85.0	(1.3)
Deposits and interest credited for investment contracts	1.2	1.6
Withdrawals of investment contracts	(2.1)	(3.7)
Common shares issued under benefit plans	14.6	3.6
Stock-based compensation tax benefits	8.1	(1.0)
Common shares repurchased	(245.0)	(162.0)
Collateral on interest rate swaps	-	(8.9)
Net cash used for financing activities	(588.2)	(171.7)
Net (decrease) increase in cash and cash equivalents	(423.2)	366.8
Cash and cash equivalents, beginning of period	1,867.6	1,203.6
Cash and cash equivalents, end of period	\$ 1,444.4	\$ 1,570.4
Supplemental cash flow information:		
Interest paid	\$ 49.9	\$ 35.0
Income taxes paid	6.6	3.7

Refer to accompanying Condensed Notes to Consolidated Financial Statements (Unaudited).

Condensed Notes to Consolidated Financial Statements (Unaudited)

1. Organization

We conduct our operations in three business segments:

- **Health Care** consists of medical, pharmacy benefits management, dental and vision plans offered on both an Insured basis (where we assume all or a majority of the risk for medical and dental care costs) and an employer-funded basis (where the plan sponsor under an administrative services contract (“ASC”) assumes all or a majority of this risk). Medical products include point-of-service (“POS”), preferred provider organization (“PPO”), health maintenance organization (“HMO”) and indemnity benefit plans. Medical products also include health savings accounts (“HSAs”) and Aetna HealthFund[®], consumer-directed health plans that combine traditional POS or PPO and/or dental coverage, subject to a deductible, with an accumulating benefit account (which may be funded by the plan sponsor and/or the member in the case of HSAs). We also offer Medicare and Medicaid products and services and specialty products, such as health information exchange technology services, medical management and data analytics services, behavioral health plans and stop loss insurance, as well as products that provide access to our provider network in select markets.
- **Group Insurance** primarily includes group life insurance products offered on an Insured basis, including basic and supplemental group term life, group universal life, supplemental or voluntary programs and accidental death and dismemberment coverage. Group Insurance also includes (i) group disability products offered to employers on both an Insured and an ASC basis which consist primarily of short-term and long-term disability insurance, (ii) absence management services offered to employers, which include short-term and long-term disability administration and leave management, and (iii) long-term care products that were offered primarily on an Insured basis, which provide benefits covering the cost of care in private home settings, adult day care, assisted living or nursing facilities. We no longer solicit or accept new long-term care customers.
- **Large Case Pensions** manages a variety of retirement products (including pension and annuity products) primarily for tax qualified pension plans. These products provide a variety of funding and benefit payment distribution options and other services. Large Case Pensions also includes certain discontinued products (refer to Note 16 beginning on page 23 for additional information).

2. Summary of Significant Accounting Policies

Interim Financial Statements

These interim financial statements necessarily rely on estimates, including assumptions as to annualized tax rates. In the opinion of management, all adjustments necessary for a fair statement of results for the interim periods have been made. All such adjustments are of a normal, recurring nature. The accompanying unaudited consolidated financial statements and related notes should be read in conjunction with the consolidated financial statements and related notes presented in our 2010 Annual Report on Form 10-K (our “2010 Annual Report”). Certain financial information that is normally included in annual financial statements prepared in accordance with U.S. generally accepted accounting principles (“GAAP”), but that is not required for interim reporting purposes, has been condensed or omitted. We have omitted certain footnote disclosures that would substantially duplicate the disclosures in our 2010 Annual Report, unless the information contained in those disclosures materially changed or is required by GAAP. We have evaluated subsequent events from the balance sheet date through the date the financials were issued and determined there were no other items to disclose.

Principles of Consolidation

These unaudited consolidated financial statements have been prepared in accordance with GAAP and include the accounts of Aetna and the subsidiaries that we control. All significant intercompany balances have been eliminated in consolidation.

Future Application of Accounting Standards

Deferred Acquisition Costs

In October 2010, the Financial Accounting Standards Board (“FASB”) released new accounting guidance for costs associated with acquiring or renewing insurance contracts. This guidance clarifies that such costs qualify for capitalization when affiliated with the successful acquisition of new and renewed insurance contracts. The new guidance is effective beginning January 1, 2012. Since our acquisition costs related to our Health Care and Group Insurance products are expensed as incurred, we do not expect the adoption of this accounting guidance to have an impact to our financial position or operating results.

Troubled Debt Restructurings

In April 2011, the FASB released new accounting guidance and additional disclosure requirements relating to a creditor’s restructuring of receivables including mortgage loans. The new guidance is effective beginning July 1, 2011. Since we have no material problem, restructured or potential problem mortgage loans, we do not expect the adoption of this accounting guidance to have a material impact on our financial position or operating results.

3. Acquisition

In January 2011, we acquired Medicity Inc. (“Medicity”), a health information exchange company, for approximately \$500 million using available resources. We recorded goodwill related to this transaction of approximately \$395 million, a majority of which will not be tax deductible. All of the goodwill related to this acquisition was assigned to our Health Care segment. Refer to Note 6 on page 7 for additional information.

4. Earnings Per Common Share

Basic earnings per share (“EPS”) is computed by dividing net income by the weighted average number of common shares outstanding during the reporting period. Diluted EPS is computed in a similar manner, except that the weighted average number of common shares outstanding is adjusted for the dilutive effects of our outstanding stock awards, but only if the effect is dilutive.

The computations of basic and diluted EPS for the three months ended March 31, 2011 and 2010 are as follows:

(Millions, except per common share data)	2011	2010
Net income	\$ 586.0	\$ 562.6
Weighted average shares used to compute basic EPS	383.5	431.4
Dilutive effect of outstanding stock-based compensation awards ⁽¹⁾	7.7	8.2
Weighted average shares used to compute diluted EPS	391.2	439.6
Basic EPS	\$ 1.53	\$ 1.30
Diluted EPS	\$ 1.50	\$ 1.28

⁽¹⁾ Approximately 12.9 million and 18.9 million stock appreciation rights (with exercise prices ranging from \$36.87 to \$59.76 and \$32.11 to \$59.76), and approximately .2 million and 5.8 million stock options (with exercise prices ranging from \$36.89 to \$42.35 and \$33.38 to \$42.35) were not included in the calculation of diluted EPS for the three months ended March 31, 2011 and 2010, respectively, as their exercise prices were greater than the average market price of Aetna common shares during such periods.

5. Operating Expenses

For the three months ended March 31, 2011 and 2010, selling expenses (which include broker commissions, the variable component of our internal sales force compensation and premium taxes) and general and administrative expenses were as follows:

(Millions)	2011	2010
Selling expenses	\$ 290.7	\$ 321.5
General and administrative expenses:		
Salaries and related benefits	763.8	767.8
Other general and administrative expenses	509.0	427.9 ⁽¹⁾
Total general and administrative expenses	1,272.8	1,195.7
Total operating expenses	\$ 1,563.5	\$ 1,517.2

⁽¹⁾ Includes litigation-related insurance proceeds of \$70.0 million for 2010. Refer to the reconciliation of operating earnings to net income in Note 15 beginning on page 22 for additional information.

6. Goodwill and Other Acquired Intangible Assets

The increase in goodwill for the three months ended March 31, 2011 and 2010 were as follows:

(Millions)	2011	2010
Balance, beginning of the period	\$ 5,146.4	\$ 5,146.2
Goodwill acquired:		
Medicity ⁽¹⁾	395.3	-
Horizon Behavioral Services, LLC	-	(.5)
Balance, end of the period ⁽²⁾	\$ 5,541.7	\$ 5,145.7

⁽¹⁾ Goodwill related to the acquisition of Medicity is considered preliminary, pending the final allocation of purchase price.

⁽²⁾ At March 31, 2011 and 2010, approximately \$5.4 billion and \$5.0 billion of goodwill was assigned to the Health Care segment, respectively, and approximately \$104 million of goodwill was assigned to the Group Insurance segment at each date.

Other acquired intangible assets at March 31, 2011 and December 31, 2010 were comprised of the following:

(Millions)	Cost	Accumulated Amortization	Net Balance	Amortization Period (Years)
March 31, 2011				
Other acquired intangible assets:				
Provider networks	\$ 703.2	\$ 406.3	\$ 296.9	12-25 ⁽¹⁾
Customer lists	482.2 ⁽²⁾	278.4	203.8	4-10 ⁽¹⁾
Technology	92.9 ⁽²⁾	27.4	65.5	3-10
Other	48.4 ⁽²⁾	28.0	20.4	2-15
Trademarks	22.3	-	22.3	Indefinite
Total other acquired intangible assets	\$ 1,349.0	\$ 740.1	\$ 608.9	
December 31, 2010				
Other acquired intangible assets:				
Provider networks	\$ 703.2	\$ 398.9	\$ 304.3	12-25 ⁽¹⁾
Customer lists	420.4	262.6	157.8	4-10 ⁽¹⁾
Technology	25.3	25.0	.3	3-5
Other	38.1	27.3	10.8	2-15
Trademarks	22.3	-	22.3	Indefinite
Total other acquired intangible assets	\$ 1,209.3	\$ 713.8	\$ 495.5	

⁽¹⁾ The amortization period for our customer lists and provider networks includes an assumption of renewal or extension of these arrangements. At March 31, 2011 and December 31, 2010, the periods prior to next renewal or extension for our provider networks primarily ranged from 1 to 3 years and the period prior to the next renewal or extension for our customer lists is approximately one year. Any cost related to the renewal or extension of these contracts is expensed as incurred.

⁽²⁾ As a result of our acquisition of Medicity in 2011, we preliminarily assigned \$61.8 million to customer lists, \$67.6 million to technology and \$10.3 million to other.

We estimate annual pretax amortization for other acquired intangible assets for 2011 and over the next five years to be as follows:

(Millions)	
2011	\$ 102.3
2012	90.8
2013	81.6
2014	62.4
2015	48.9
2016	46.8

7. Investments

Total investments at March 31, 2011 and December 31, 2010 were as follows:

(Millions)	March 31, 2011			December 31, 2010		
	Current	Long-term	Total	Current	Long-term	Total
Debt and equity securities available for sale	\$ 2,052.1	\$ 14,735.4	\$ 16,787.5	\$ 2,111.9	\$ 14,849.7	\$ 16,961.6
Mortgage loans	27.6	1,512.6	1,540.2	55.2	1,454.6	1,509.8
Other investments	3.3	1,315.2	1,318.5	2.6	1,242.0	1,244.6
Total investments	\$ 2,083.0	\$ 17,563.2	\$ 19,646.2	\$ 2,169.7	\$ 17,546.3	\$ 19,716.0

Debt and Equity Securities

Debt and equity securities available for sale at March 31, 2011 and December 31, 2010 were as follows:

(Millions)	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
March 31, 2011				
Debt securities:				
U.S. government securities	\$ 1,360.5	\$ 68.7	\$ (.6)	\$ 1,428.6
States, municipalities and political subdivisions	2,263.9	55.1	(40.4)	2,278.6
U.S. corporate securities	6,516.1	497.4	(23.7)	6,989.8
Foreign securities	2,764.2	207.2	(19.4)	2,952.0
Residential mortgage-backed securities	1,043.6	45.0	(2.1) ⁽¹⁾	1,086.5
Commercial mortgage-backed securities	1,257.7	97.9	(6.7) ⁽¹⁾	1,348.9
Other asset-backed securities	459.5	17.3	(5.6) ⁽¹⁾	471.2
Redeemable preferred securities	193.7	13.7	(9.6)	197.8
Total debt securities	15,859.2	1,002.3	(108.1)	16,753.4
Equity securities	35.4	5.4	(6.7)	34.1
Total debt and equity securities ⁽²⁾	\$ 15,894.6	\$ 1,007.7	\$ (114.8)	\$ 16,787.5
December 31, 2010				
Debt securities:				
U.S. government securities	\$ 1,293.5	\$ 80.8	\$ (.6)	\$ 1,373.7
States, municipalities and political subdivisions	2,288.8	54.4	(46.9)	2,296.3
U.S. corporate securities	6,731.5	553.0	(21.9)	7,262.6
Foreign securities	2,667.4	231.1	(21.2)	2,877.3
Residential mortgage-backed securities	1,089.2	53.6	(2.8) ⁽¹⁾	1,140.0
Commercial mortgage-backed securities	1,226.4	99.5	(13.7) ⁽¹⁾	1,312.2
Other asset-backed securities	447.6	21.1	(4.8) ⁽¹⁾	463.9
Redeemable preferred securities	196.7	12.3	(12.7)	196.3
Total debt securities	15,941.1	1,105.8	(124.6)	16,922.3
Equity securities	35.3	5.6	(1.6)	39.3
Total debt and equity securities ⁽²⁾	\$ 15,976.4	\$ 1,111.4	\$ (126.2)	\$ 16,961.6

⁽¹⁾ At March 31, 2011 and December 31, 2010, we held securities for which we had recognized a credit-related impairment in the past. For the three months ended March 31, 2011, we released \$10.3 million of non-credit related impairments in the statement of income upon the sale of such securities and in the three months ended March 31, 2010, we recognized \$6.0 million, net, of non-credit-related impairments in other comprehensive loss related to these securities (as of March 31, 2011 and December 31, 2010, these securities had a net unrealized capital gain of \$10.3 million and \$3.9 million, respectively).

⁽²⁾ Investment risks associated with our experience-rated and discontinued products generally do not impact our operating results (refer to Note 16 beginning on page 23 for additional information on our accounting for discontinued products). At March 31, 2011, debt and equity securities with a fair value of \$4.0 billion, gross unrealized capital gains of \$305.8 million and gross unrealized capital losses of \$41.6 million and, at December 31, 2010, debt and equity securities with a fair value of \$4.1 billion, gross unrealized capital gains of \$339.5 million and gross unrealized capital losses of \$38.1 million were included in total debt and equity securities, but support our experience-rated and discontinued products. Changes in net unrealized capital gains (losses) on these securities are not reflected in accumulated other comprehensive loss.

The fair value of debt securities at March 31, 2011 is shown below by contractual maturity. Actual maturities may differ from contractual maturities because securities may be restructured, called or prepaid.

(Millions)	Fair Value
Due to mature:	
Less than one year	\$ 685.1
One year through five years	3,467.8
After five years through ten years	4,993.4
Greater than ten years	4,700.5
Residential mortgage-backed securities	1,086.5
Commercial mortgage-backed securities	1,348.9
Other asset-backed securities	471.2
Total	\$ 16,753.4

Mortgage-Backed and Other Asset-Backed Securities

All of our residential mortgage-backed securities at March 31, 2011 were agency issued (e.g., Government National Mortgage Association, Federal National Mortgage Association and Federal Home Loan Mortgage Corporation) and carry agency guarantees and explicit or implicit guarantees by the U.S. Government. At March 31, 2011, our residential mortgage-backed securities had an average quality rating of AAA and a weighted average duration of 3.4 years.

Our commercial mortgage-backed securities have underlying loans that are dispersed throughout the U.S. Significant market observable inputs used to value these securities include probability of default and loss severity. At March 31, 2011, these securities had an average quality rating of AA+ and a weighted average duration of 3.9 years.

Our other asset-backed securities have a variety of underlying collateral (e.g., automobile loans, credit card receivables and home equity loans). Significant market observable inputs used to value these securities include the unemployment rate, loss severity and probability of default. At March 31, 2011, these securities had an average quality rating of AA and a weighted average duration of 3.3 years.

Unrealized Capital Losses and Net Realized Capital Gains (Losses)

When a debt or equity security is in an unrealized capital loss position, we monitor the duration and severity of the loss to determine if sufficient market recovery can occur within a reasonable period of time. We recognize an other-than-temporary impairment (“OTTI”) on debt securities when we intend to sell a security that is in an unrealized capital loss position or if we determine a credit-related loss has occurred.

Summarized below are the debt and equity securities we held at March 31, 2011 and December 31, 2010 that were in an unrealized capital loss position, aggregated by the length of time the investments have been in that position:

(Millions)	Less than 12 months		Greater than 12 months		Total ⁽¹⁾	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
March 31, 2011						
Debt securities:						
U.S. government securities	\$ 89.5	\$.2	\$ 17.6	\$.4	\$ 107.1	\$.6
States, municipalities and political subdivisions	816.3	30.5	78.3	9.9	894.6	40.4
U.S. corporate securities	839.6	20.8	119.1	2.9	958.7	23.7
Foreign securities	512.4	13.5	35.5	5.9	547.9	19.4
Residential mortgage-backed securities	188.3	2.0	3.3	.1	191.6	2.1
Commercial mortgage-backed securities	151.6	1.7	48.5	5.0	200.1	6.7
Other asset-backed securities	116.5	2.6	4.7	3.0	121.2	5.6
Redeemable preferred securities	-	-	87.8	9.6	87.8	9.6
Total debt securities	2,714.2	71.3	394.8	36.8	3,109.0	108.1
Equity securities	18.3	5.1	9.5	1.6	27.8	6.7
Total debt and equity securities ⁽¹⁾	\$ 2,732.5	\$ 76.4	\$ 404.3	\$ 38.4	\$ 3,136.8	\$ 114.8
December 31, 2010						
Debt securities:						
U.S. government securities	\$ 8.4	\$.2	\$ 19.8	\$.4	\$ 28.2	\$.6
States, municipalities and political subdivisions	964.9	37.6	82.7	9.3	1,047.6	46.9
U.S. corporate securities	665.8	17.0	210.2	4.9	876.0	21.9
Foreign securities	375.9	14.6	34.6	6.6	410.5	21.2
Residential mortgage-backed securities	103.7	2.6	6.6	.2	110.3	2.8
Commercial mortgage-backed securities	103.7	2.4	78.5	11.3	182.2	13.7
Other asset-backed securities	85.9	2.0	4.9	2.8	90.8	4.8
Redeemable preferred securities	4.5	-	94.3	12.7	98.8	12.7
Total debt securities	2,312.8	76.4	531.6	48.2	2,844.4	124.6
Equity securities	.5	-	9.5	1.6	10.0	1.6
Total debt and equity securities ⁽¹⁾	\$ 2,313.3	\$ 76.4	\$ 541.1	\$ 49.8	\$ 2,854.4	\$ 126.2

⁽¹⁾ At March 31, 2011 and December 31, 2010, debt and equity securities in an unrealized capital loss position of \$41.6 million and \$38.1 million, respectively, and with related fair value of \$765.2 million and \$650.5 million, respectively, related to experience-rated and discontinued products.

We reviewed the securities in the tables above and concluded that these are performing assets generating investment income to support the needs of our business. In performing this review, we considered factors such as the quality of the investment security based on research performed by external rating agencies and our internal credit analysts and the prospects of realizing the carrying value of the security based on the investment's current prospects for recovery. At March 31, 2011, we did not have the intention to sell the securities that were in an unrealized capital loss position.

The maturity dates for debt securities in an unrealized capital loss position at March 31, 2011 were as follows:

(Millions)	Supporting discontinued and experience-rated products		Supporting remaining products		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
Due to mature:						
Less than one year	\$ 1.9	\$ -	\$ 57.3	\$ 1.3	\$ 59.2	\$ 1.3
One year through five years	11.7	.1	342.9	3.2	354.6	3.3
After five years through ten years	190.5	5.3	547.5	11.3	738.0	16.6
Greater than ten years	454.0	27.5	990.3	45.0	1,444.3	72.5
Residential mortgage-backed securities	9.6	.5	182.0	1.6	191.6	2.1
Commercial mortgage-backed securities	42.8	.8	157.3	5.9	200.1	6.7
Other asset-backed securities	27.3	.7	93.9	4.9	121.2	5.6
Total	\$ 737.8	\$ 34.9	\$ 2,371.2	\$ 73.2	\$ 3,109.0	\$ 108.1

Net realized capital gains for the three months ended March 31, 2011 and 2010, excluding amounts related to experience-rated contract holders and discontinued products, were as follows:

(Millions)	2011	2010
OTTI losses on securities	\$ (2.8)	\$ (20.2)
Portion of OTTI losses recognized in other comprehensive income	-	6.4
Net OTTI losses on securities recognized in earnings	(2.8)	(13.8)
Net realized capital gains, excluding OTTI losses on securities	42.5	90.5
Net realized capital gains	\$ 39.7	\$ 76.7

The net realized capital gains for the three months ended March 31, 2011 and 2010 were primarily attributable to the sale of debt securities.

Excluding amounts related to experience-rated and discontinued products, proceeds from the sale of debt securities and the related gross realized capital gains and losses for the three months ended March 31, 2011 and 2010 were as follows:

(Millions)	2011	2010
Proceeds on sales	\$ 1,514.4	\$ 1,590.9
Gross realized capital gains	53.8	108.7
Gross realized capital losses	18.8	8.2

Mortgage loans

Our mortgage loans are collateralized by commercial real estate. During the three months ended March 31, 2011 and 2010 we had the following activity in our mortgage loan portfolio:

(Millions)	2011	2010
New mortgage loans	\$ 75.7	\$ -
Mortgage loans fully repaid	34.5	14.3
Mortgage loans foreclosed	-	11.5

At March 31, 2011 and December 31, 2010, we had no material problem, restructured or potential problem loans included in mortgage loans. We also had no material reserves on our mortgage loans at March 31, 2011 or December 31, 2010.

We assess our mortgage loans on a regular basis for credit impairments, and annually we assign a credit quality indicator to each loan. Our credit quality indicator is internally developed and categorizes our portfolio on a scale from 1 to 7. Category 1 represents loans of superior quality, and Categories 6 and 7 represent loans where collections are doubtful. Most of our mortgage loans fall into the Level 2 to 4 ratings. These ratings represent loans where credit risk is minimal to acceptable; however, these loans may display some susceptibility to economic

changes. Category 5 represents loans where credit risk is not substantial but these loans warrant management's close attention. These indicators are based upon several factors, including current loan to value ratios, property condition, market trends, borrower quality and deal structure. Based upon our most recent assessment at March 31, 2011 and December 31, 2010, our mortgage loans were given the following ratings:

(In millions, except credit ratings indicator)	March 31, 2011	December 31, 2010
1	\$ 100.5	\$ 99.4
2 to 4	1,325.0	1,301.5
5	92.0	86.1
6 and 7	22.7	22.8
Total	\$ 1,540.2	\$ 1,509.8

Variable Interest Entities

In determining whether to consolidate a variable interest entity ("VIE"), we consider several factors including whether we have the power to direct activities, the obligation to absorb losses and the right to receive benefits that could potentially be significant to the VIE. We have relationships with certain real estate and hedge fund partnerships that are considered VIEs, but are not consolidated. We record the amount of our investment in these partnerships as long-term investments on our balance sheets and recognize our share of partnership income or losses in earnings. Our maximum exposure to loss as a result of our investment in these partnerships is our investment balance at March 31, 2011 and December 31, 2010 of approximately \$159 million and \$153 million, respectively, and the risk of recapture of tax credits related to the real estate partnerships previously recognized, which we do not consider significant. We do not have a future obligation to fund losses or debts on behalf of these investments; however, we may voluntarily contribute funds. The real estate partnerships construct, own and manage low-income housing developments and had total assets of approximately \$5.1 billion at both March 31, 2011 and December 31, 2010. The hedge fund partnerships had total assets of approximately \$6.5 billion and \$6.1 billion at March 31, 2011 and December 31, 2010, respectively.

Non-controlling Interests

Certain of our investment holdings are partially-owned by third parties. At March 31, 2011 and December 31, 2010, \$78 million and \$74 million, respectively, of our investment holdings were owned by third parties. The non-controlling entities' share of these investments was included in accrued expenses and other current liabilities. Net income attributable to these interests was \$2 million and \$1 million for the three months ended March 31, 2011 and 2010, respectively. These non-controlling interests did not have a material impact on our financial position or operating results.

Net Investment Income

Sources of net investment income for the three months ended March 31, 2011 and 2010 were as follows:

(Millions)	2011	2010
Debt securities	\$ 211.3	\$ 236.4
Mortgage loans	24.7	26.7
Other investments	24.1	18.6
Gross investment income	260.1	281.7
Less: investment expenses	(7.5)	(6.5)
Net investment income ⁽¹⁾	\$ 252.6	\$ 275.2

⁽¹⁾ Investment risks associated with our experience-rated and discontinued products generally do not impact our operating results (refer to Note 16 beginning on page 23 for additional information on our accounting for discontinued products). Net investment income includes \$86.6 million and \$89.5 million for the three months ended March 31, 2011 and 2010, respectively, related to investments supporting our experience-rated and discontinued products.

Net investment income decreased in the three months ended March 31, 2011 compared to 2010 as a result of lower average yields partially offset by higher returns from our alternative investments.

8. Other Comprehensive (Loss) Income

Shareholders' equity included the following activity in accumulated other comprehensive loss (excluding amounts related to experience-rated contract holders and discontinued products) for the three months ended March 31, 2011 and 2010:

(Millions)	Net Unrealized Gains (Losses)			Pension and OPEB Plans		Total Accumulated Other Comprehensive (Loss) Income
	Securities		Foreign Currency and Derivatives	Unrecognized Net Actuarial Losses	Unrecognized Prior Service Cost	
	Previously Impaired ⁽¹⁾	All Other				
Three months ended March 31, 2011						
Balance at December 31, 2010	\$ 75.1	\$ 375.2	\$ (27.3)	\$ (1,614.0)	\$ 28.4	\$ (1,162.6)
Net unrealized (losses) gains (\$19.7) pretax	(.3)	(14.2)	1.7	-	-	(12.8)
Reclassification to earnings (\$18.0) pretax	(8.8)	(13.2)	.6	10.3	(.7)	(11.8)
Other comprehensive (loss) income	(9.1)	(27.4)	2.3	10.3	(.7)	(24.6)
Balance at March 31, 2011	\$ 66.0	\$ 347.8	\$ (25.0)	\$ (1,603.7)	\$ 27.7	\$ (1,187.2)
Three months ended March 31, 2010						
Balance at December 31, 2009	\$ 100.3	\$ 235.7	\$ 25.3	\$ (1,623.8)	\$ 39.5	\$ (1,223.0)
Net unrealized gains (losses) (\$226.6) pretax	33.6	118.4	(4.7)	-	-	147.3
Reclassification to earnings (\$43.2) pretax	(51.1)	(48.5)	.1	33.4	(.9)	(67.0)
Other comprehensive (loss) income	(17.5)	69.9	(4.6)	33.4	(.9)	80.3
Balance at March 31, 2010	\$ 82.8	\$ 305.6	\$ 20.7	\$ (1,590.4)	\$ 38.6	\$ (1,142.7)

⁽¹⁾ Represents unrealized losses on the non-credit-related component of impaired debt securities that we do not intend to sell and subsequent appreciation in the fair value of those securities as well as those that we intend to sell.

9. Financial Instruments

The preparation of our consolidated financial statements in accordance with GAAP requires certain of our assets and liabilities to be reflected at their fair value, and others on another basis, such as an adjusted historical cost basis. In this note, we provide details on the fair value of financial assets and liabilities and how we determine those fair values. We present this information for those financial instruments that are measured at fair value for which the change in fair value impacts net income or other comprehensive income separately from other financial assets and liabilities.

Financial Instruments Measured at Fair Value in our Balance Sheets

Certain of our financial instruments are measured at fair value in our balance sheets. The fair values of these instruments are based on valuations that include inputs that can be classified within one of three levels of a hierarchy established by GAAP. The following are the levels of the hierarchy and a brief description of the type of valuation information ("inputs") that qualifies a financial asset or liability for each level:

- o **Level 1** – Unadjusted quoted prices for identical assets or liabilities in active markets.
- o **Level 2** – Inputs other than Level 1 that are based on observable market data. These include: quoted prices for similar assets in active markets, quoted prices for identical assets in inactive markets, inputs that are observable that are not prices (such as interest rates and credit risks) and inputs that are derived from or corroborated by observable markets.
- o **Level 3** – Developed from unobservable data, reflecting our own assumptions.

Financial assets and liabilities are classified based upon the lowest level of input that is significant to the valuation. When quoted prices in active markets for identical assets and liabilities are available, we use these quoted market prices to determine the fair value of financial assets and liabilities and classify these assets and liabilities as Level 1. In other cases where a quoted market price for identical assets and liabilities in an active market is either not available or not observable, we estimate fair value using valuation methodologies based on available and observable market information or by using a matrix pricing model. These financial assets and liabilities would then be classified as Level 2. If quoted market prices are not available, we determine fair value using broker quotes or an internal analysis

of each investment's financial performance and cash flow projections. Thus, financial assets and liabilities may be classified in Level 3 even though there may be some significant inputs that may be observable.

The following is a description of the valuation methodologies used for our financial assets and liabilities that are measured at fair value, including the general classification of such assets and liabilities pursuant to the valuation hierarchy.

Debt Securities – Where quoted prices are available in an active market, our debt securities are classified in Level 1 of the fair value hierarchy. Our Level 1 debt securities are comprised primarily of U.S. Treasury securities. If Level 1 valuations are not available, the fair value is determined using models such as matrix pricing, which uses quoted market prices of debt securities with similar characteristics or discounted cash flows to estimate fair value. We obtained one price for each of our Level 2 debt securities and did not adjust any of these prices at March 31, 2011 or December 31, 2010.

We also value certain debt securities using Level 3 inputs. For Level 3 debt securities, fair values are determined by outside brokers or, in the case of certain private placement securities, are priced internally. Outside brokers determine the value of these debt securities through a combination of their knowledge of the current pricing environment and market flows. We obtained one non-binding broker quote for each of these Level 3 debt securities and did not adjust any of these quotes at March 31, 2011 or December 31, 2010. The total fair value of our broker quoted securities was approximately \$174 million at March 31, 2011 and \$153 million at December 31, 2010. Examples of these Level 3 debt securities include certain U.S. and foreign corporate securities and certain of our commercial mortgage-backed securities as well as other asset-backed securities. For some of our private placement securities, our internal staff determines the value of these debt securities by analyzing spreads of corporate and sector indices as well as interest spreads of comparable public bonds. Examples of these Level 3 debt securities include certain U.S. securities and certain tax-exempt municipal securities.

Equity Securities – We currently have two classifications of equity securities: those that are publicly traded and those that are privately held. Our publicly-traded securities are classified as Level 1 because quoted prices are available for these securities in an active market. For privately-held equity securities, there is no active market; therefore, we classify these securities as Level 3 because we price these securities through an internal analysis of each investment's financial statements and cash flow projections.

Derivatives – Our derivative instruments are valued using models that primarily use market observable inputs and therefore are classified as Level 2 because they are traded in markets where quoted market prices are not readily available.

Financial assets and liabilities with changes in fair value that are measured on a recurring basis in our balance sheets at March 31, 2011 and December 31, 2010 were as follows:

(Millions)	Level 1	Level 2	Level 3	Total
March 31, 2011				
Assets:				
Debt securities:				
U.S. government securities	\$ 1,149.1	\$ 279.5	\$ -	\$ 1,428.6
States, municipalities and political subdivisions	-	2,276.0	2.6	2,278.6
U.S. corporate securities	-	6,929.7	60.1	6,989.8
Foreign securities	-	2,883.6	68.4	2,952.0
Residential mortgage-backed securities	-	1,086.5	-	1,086.5
Commercial mortgage-backed securities	-	1,305.7	43.2	1,348.9
Other asset-backed securities	-	414.0	57.2	471.2
Redeemable preferred securities	-	179.2	18.6	197.8
Total debt securities	1,149.1	15,354.2	250.1	16,753.4
Equity securities	1.5	-	32.6	34.1
Derivatives	-	4.0	-	4.0
Total investments	\$ 1,150.6	\$ 15,358.2	\$ 282.7	\$ 16,791.5
Liabilities:				
Derivatives	\$ -	\$.6	\$ -	\$.6
December 31, 2010				
Assets:				
Debt securities:				
U.S. government securities	\$ 1,081.0	\$ 292.7	\$ -	\$ 1,373.7
States, municipalities and political subdivisions	-	2,292.7	3.6	2,296.3
U.S. corporate securities	-	7,201.9	60.7	7,262.6
Foreign securities	-	2,822.4	54.9	2,877.3
Residential mortgage-backed securities	-	1,140.0	-	1,140.0
Commercial mortgage-backed securities	-	1,275.3	36.9	1,312.2
Other asset-backed securities	-	407.4	56.5	463.9
Redeemable preferred securities	-	178.5	17.8	196.3
Total debt securities	1,081.0	15,610.9	230.4	16,922.3
Equity securities	1.4	-	37.9	39.3
Derivatives	-	2.6	-	2.6
Total investments	\$ 1,082.4	\$ 15,613.5	\$ 268.3	\$ 16,964.2
Liabilities:				
Derivatives	\$ -	\$ 6.5	\$ -	\$ 6.5

The changes in the balances of Level 3 financial assets for the three months ended March 31, 2011 and 2010 were as follows:

(Millions)	Foreign Securities	Commercial Mortgage- backed Securities	Equity Securities	Other	Total
Three Months Ended March 31, 2011					
Beginning balance	\$ 54.9	\$ 36.9	\$ 37.9	\$ 138.6	\$ 268.3
Net realized and unrealized capital gains (losses):					
Included in earnings	.1	.7	-	(.6)	.2
Included in other comprehensive income	(.2)	2.2	-	(1.2)	.8
Other ⁽¹⁾	(.1)	-	(5.5)	.1	(5.5)
Purchases	17.5	-	.2	10.5	28.2
Sales	(3.5)	-	-	-	(3.5)
Settlements	(.3)	3.4	-	(9.1)	(6.0)
Transfers into Level 3	-	-	-	.2	.2
Ending Balance	\$ 68.4	\$ 43.2	\$ 32.6	\$ 138.5	\$ 282.7

(Millions)	U.S. Corporate Securities	Foreign Securities	Other	Total
Three Months Ended March 31, 2010				
Beginning balance	\$ 128.1	\$ 199.0	\$ 156.4	\$ 483.5
Net realized and unrealized capital gains (losses):				
Included in earnings	(.2)	5.0	1.1	5.9
Included in other comprehensive income	(.6)	2.4	8.2	10.0
Other ⁽¹⁾	.2	.9	.3	1.4
Purchases, sales and settlements	(5.7)	14.3	(.5)	8.1
Transfers into (out of) Level 3	-	15.8	(12.7)	3.1
Ending Balance	\$ 121.8	\$ 237.4	\$ 152.8	\$ 512.0
Amount of Level 3 net unrealized capital losses included in net income				
	\$ -	\$ -	\$.2	\$.2

⁽¹⁾ Reflects realized and unrealized capital gains and losses on investments supporting our experience-rated and discontinued products, which do not impact our operating results.

There were no material transfers into or out of Level 3 during the three months ended March 31, 2011 and 2010.

Financial Instruments Not Measured at Fair Value in our Balance Sheets

The following is a description of the valuation methodologies used for estimating the fair value of our financial assets and liabilities that are measured at adjusted cost or contract value.

Mortgage loans: Fair values are estimated by discounting expected mortgage loan cash flows at market rates that reflect the rates at which similar loans would be made to similar borrowers. These rates reflect our assessment of the credit quality and the remaining duration of the loans. The fair value estimates of mortgage loans of lower credit quality, including problem and restructured loans, are based on the estimated fair value of the underlying collateral.

Investment contract liabilities:

- *With a fixed maturity:* Fair value is estimated by discounting cash flows at interest rates currently being offered by, or available to, us for similar contracts.
- *Without a fixed maturity:* Fair value is estimated as the amount payable to the contract holder upon demand. However, we have the right under such contracts to delay payment of withdrawals that may ultimately result in paying an amount different than that determined to be payable on demand.

Long-term debt: Fair values are based on quoted market prices for the same or similar issued debt or, if no quoted market prices are available, on the current rates estimated to be available to us for debt of similar terms and remaining maturities.

The carrying value and estimated fair value of certain of our financial instruments at March 31, 2011 and December 31, 2010 were as follows:

(Millions)	March 31, 2011		December 31, 2010	
	Carrying Value	Estimated Fair Value	Carrying Value	Estimated Fair Value
Assets:				
Mortgage loans	\$ 1,540.2	\$ 1,576.9	\$ 1,509.8	\$ 1,526.1
Liabilities:				
Investment contract liabilities:				
With a fixed maturity	41.4	42.1	41.7	42.7
Without a fixed maturity	508.6	506.0	511.5	510.9
Long-term debt	3,933.0	4,270.4	4,382.5	4,728.9

Separate Accounts Measured at Fair Value in our Balance Sheets

Separate Accounts assets in our Large Case Pensions business represent funds maintained to meet specific objectives of contract holders. Since contract holders bear the investment risk of these assets, a corresponding Separate Accounts liability has been established equal to the assets. These assets and liabilities are carried at fair value. Net investment income and capital gains and losses accrue directly to such contract holders. The assets of each account are legally segregated and are not subject to claims arising from our other businesses. Deposits, withdrawals, net investment income and realized and unrealized capital gains and losses on Separate Accounts assets are not reflected in our statements of income, shareholders' equity or cash flows.

Separate Accounts assets include debt and equity securities and derivative instruments. The valuation methodologies used for these assets are similar to the methodologies described beginning on page 14. In the first quarter of 2010, Separate Accounts assets also included investments in real estate that were carried at fair value. The following is a description of the valuation methodology used to price these investments, including the general classification pursuant to the valuation hierarchy.

Real Estate – The values of the underlying real estate investments are estimated using generally accepted valuation techniques and give consideration to the investment structure. An appraisal of the underlying real estate for each of these investments is performed annually. In the quarters in which an investment is not appraised or its valuation is not updated, fair value is based on available market information. The valuation of a real estate investment is adjusted only if there has been a significant change in economic circumstances related to the investment since acquisition or the most recent independent valuation and upon the appraiser's review and concurrence with the valuation. Further, these valuations have been prepared giving consideration to the income, cost and sales comparison approaches of estimating property value. These valuations do not necessarily represent the prices at which the real estate investments would sell, since market prices of real estate investments can only be determined by negotiation between a willing buyer and seller. Therefore, these investment values are classified as Level 3.

Separate Accounts financial assets at March 31, 2011 and December 31, 2010 were as follows:

(Millions)	March 31, 2011				December 31, 2010			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Debt securities	\$ 426.6	\$ 3,087.3	\$ 45.5	\$ 3,559.4	\$ 1,059.7	\$ 2,524.9	\$ 56.0	\$ 3,640.6
Equity securities	1,103.2	-	-	1,103.2	1,231.9	-	-	1,231.9
Derivatives	-	(.4)	-	(.4)	-	.2	-	.2
Total ⁽¹⁾	\$ 1,529.8	\$ 3,086.9	\$ 45.5	\$ 4,662.2	\$ 2,291.6	\$ 2,525.1	\$ 56.0	\$ 4,872.7

⁽¹⁾ Excludes \$704.3 million and \$422.6 million of cash and cash equivalents and other receivables at March 31, 2011 and December 31, 2010, respectively.

The changes in the balances of Level 3 Separate Accounts financial assets for the three months ended March 31, 2011 and 2010 were as follows:

(Millions)	Three Months Ended March 31, 2011		Three Months Ended March 31, 2010		
	Debt Securities	Total	Debt Securities	Real Estate	Total
Beginning balance	\$ 56.0	\$ 56.0	\$ 97.3	\$ 71.4	\$ 168.7
Total losses accrued to contract holders	(10.1)	(10.1)	(14.7)	(1.1)	(15.8)
Purchases, sales and settlements	(.1)	(.1)	18.9	-	18.9
Transfers out of Level 3	(.3)	(.3)	(.4)	-	(.4)
Ending Balance	\$ 45.5	\$ 45.5	\$ 101.1	\$ 70.3	\$ 171.4

10. Pension and Other Postretirement Plans

Defined Benefit Retirement Plans

Components of the net periodic benefit (income) cost of our noncontributory defined benefit pension plans and other postretirement benefit (“OPEB”) plans for the three months ended March 31, 2011 and 2010 were as follows:

(Millions)	Pension Plans		OPEB Plans	
	2011	2010	2011	2010
Operating component:				
Service cost	\$ -	\$ 15.3	\$.1	\$.1
Amortization of prior service cost	(.1)	(.5)	(1.0)	(.9)
Total operating component ⁽¹⁾	(.1)	14.8	(.9)	(.8)
Financing component:				
Interest cost	78.1	76.6	4.2	4.5
Expected return on plan assets	(96.0)	(88.3)	(.9)	(.9)
Recognized net actuarial losses	14.6	50.3	1.2	1.1
Total financing component ⁽¹⁾	(3.3)	38.6	4.5	4.7
Net periodic benefit (income) cost	\$ (3.4)	\$ 53.4	\$ 3.6	\$ 3.9

⁽¹⁾ The operating component of this expense is allocated to our business segments and the financing component is allocated to our Corporate Financing segment. Our Corporate Financing segment is not a business segment but is added to our business segments to reconcile to our consolidated results. Refer to Note 15 beginning on page 22 for additional information on our business segments.

The decrease in pension cost for the three months ended March 31, 2011 when compared to the corresponding period in 2010 was caused by the freezing of our tax qualified pension plan in 2010.

11. Debt

The carrying value of our long-term debt at March 31, 2011 and December 31, 2010 was as follows:

(Millions)	March 31, 2011	December 31, 2010
Senior notes, 5.75%, due 2011	\$ 450.0	\$ 450.0
Senior notes, 7.875%, due 2011 ⁽¹⁾	-	449.9
Senior notes, 6.0%, due 2016	747.7	747.6
Senior notes, 6.5%, due 2018	498.9	498.9
Senior notes, 3.95%, due 2020	741.9	741.7
Senior notes, 6.625%, due 2036	798.7	798.7
Senior notes, 6.75%, due 2037	695.8	695.7
Total long-term debt	3,933.0	4,382.5
Less current portion of long-term debt ⁽²⁾	450.0	899.9
Total long-term debt, less current portion	\$ 3,483.0	\$ 3,482.6

⁽¹⁾ The 7.875% senior notes due March 2011 were repaid in March 2011.

⁽²⁾ At March 31, 2011, our 5.75% senior notes due June 2011 are classified as current in the accompanying consolidated balance sheet. At December 31, 2010, our 7.875% senior notes due March 2011 and our 5.75% senior notes due June 2011 are classified as current in the accompanying consolidated balance sheet.

During the three months ended March 31, 2011, we entered into an interest rate swap with a notional value of \$100 million. We entered into this swap to hedge interest rate exposure in anticipation of future issuance of long-term debt. At March 31, 2011, this interest rate swap had an aggregate fair value of \$1 million, which was recorded as an unrealized capital gain in other comprehensive income during the three months ended March 31, 2011.

At March 31, 2011 we had approximately \$85 million of commercial paper outstanding with a weighted average interest rate of .33%. As of December 31, 2010, we did not have any commercial paper outstanding.

At March 31, 2011, we had an unsecured \$1.5 billion revolving credit agreement (the "Facility") with several financial institutions which terminates in March 2013. The Facility provides for the issuance of up to \$200 million of letters of credit at our request, which count as usage of the available commitments under the Facility. Upon our agreement with one or more financial institutions, we may expand the aggregate commitments under the Facility to a maximum of \$2.0 billion. Various interest rate options are available under the Facility. Any revolving borrowings mature on the termination date of the Facility. We pay facility fees on the Facility ranging from .045% to .175% per annum, depending upon our long-term senior unsecured debt rating. The facility fee was .06% at March 31, 2011. The Facility contains a financial covenant that requires us to maintain a ratio of total debt to consolidated capitalization as of the end of each fiscal quarter at or below .5 to 1.0. For this purpose, consolidated capitalization equals the sum of total shareholders' equity, excluding any overfunded or underfunded status of our pension and OPEB plans and any net unrealized capital gains and losses, and total debt (as defined in the Facility). We met this requirement at March 31, 2011. There were no amounts outstanding under the Facility at March 31, 2011.

12. Capital Stock

On December 3, 2010, our Board of Directors (our "Board") authorized a share repurchase program for the repurchase of up to \$750 million of our common stock. During the three months ended March 31, 2011, we repurchased approximately 7 million shares of common stock at a cost of approximately \$250 million (approximately \$5 million of these repurchases were settled in early April). At March 31, 2011, we had remaining authorization to repurchase an aggregate of up to approximately \$485 million of common stock under the December 3, 2010 program.

On February 3, 2011, we moved to a quarterly dividend payment cycle and declared a cash dividend of \$0.15 per common share that will be paid on April 29, 2011 to shareholders of record at the close of business on April 14, 2011. Declaration and payment of future dividends is at the discretion of our Board and may be adjusted as business needs or market conditions change. Prior to February 2011, our policy had been to pay an annual dividend of \$.04 per share.

On February 7, 2011, approximately .6 million performance stock units ("PSUs"), 1.2 million market stock units ("MSUs") and 1.0 million restricted stock units ("RSUs") were granted to certain employees. The number of vested PSUs (which could range from zero to 200% of the original number of units granted) is dependent upon the degree to which we achieve performance goals during the performance period as determined by our Board's Committee on Compensation and Organization. The performance period for the PSUs ends on December 31, 2011, and the vesting period ends on December 7, 2012. The number of vested MSUs (which could range from zero to 150% of the original number of units granted) is based on the change between the closing price of our common stock on the grant date and the weighted average closing price of our common stock for the thirty trading days prior to the vesting date. The MSUs have a twenty-two month vesting period. Each vested PSU, MSU and RSU represents one share of common stock and will be paid in shares of common stock, net of taxes, at the end of the vesting period. The RSUs will become 100% vested approximately three years from the grant date, with one-third vesting each December.

13. Dividend Restrictions and Statutory Surplus

Under regulatory requirements at March 31, 2011, the amount of dividends that may be paid to Aetna through the end of 2011 by our insurance and HMO subsidiaries without prior approval by regulatory authorities is approximately \$1.6 billion in the aggregate. There are no such restrictions on distributions from Aetna to its shareholders.

The combined statutory capital and surplus of our insurance and HMO subsidiaries was \$6.9 billion and \$6.2 billion at March 31, 2011 and December 31, 2010, respectively.

14. Commitments and Contingencies

Guaranty Fund Assessments

Under guaranty fund laws existing in all states, insurers doing business in those states can be assessed (up to prescribed limits) for certain obligations of insolvent insurance companies to policyholders and claimants. The health insurance guaranty associations in which we participate that operate under these laws respond to insolvencies of long-term care insurers as well as health insurers. Our assessments generally are based on a formula relating to our premiums in the state compared to the premiums of other insurers. Certain states allow recoverability of assessments as offsets to premium taxes. Some states have similar laws relating to HMOs. The Pennsylvania Insurance Commissioner has placed long-term care insurer Penn Treaty Network America Insurance Company and one of its subsidiaries (collectively, “Penn Treaty”) in rehabilitation, an intermediate action before insolvency, and has petitioned a state court for liquidation. We cannot predict when a decision will be made, although we believe it is likely that the state court will rule within the next twelve months. If Penn Treaty is declared insolvent and placed in liquidation, we and other insurers likely would be assessed over a period of years by guaranty associations for the payments the guaranty associations are required to make to Penn Treaty policyholders. We are currently unable to predict the ultimate outcome of, or reasonably estimate the loss or range of losses resulting from, this potential insolvency because we cannot predict when the state court will render a decision, the amount of the insolvency, if any, the amount and timing of associated guaranty association assessments or the amount or availability of potential offsets, such as premium tax offsets. It is reasonably possible that in future reporting periods we may record a liability and expense relating to Penn Treaty or other insolvencies which could have a material adverse effect on our operating results, financial position and cash flows. While we have historically recovered more than half of guaranty fund assessments through statutorily permitted premium tax offsets, significant increases in assessments could jeopardize future recovery of these assessments.

Litigation and Regulatory Proceedings

Out-of-Network Benefit Proceedings

We are named as a defendant in several purported class actions and individual lawsuits arising out of our practices related to the payment of claims for services rendered to our members by health care providers with whom we do not have a contract (“out-of-network providers”). Other major health insurers are also the subject of similar litigation or have settled similar litigation. Among other things, these lawsuits allege that we paid too little to our health plan members and/or providers for these services, among other reasons, because of our use of data provided by Ingenix, Inc., a subsidiary of one of our competitors (“Ingenix”).

Various plaintiffs who are health care providers or medical associations seek to represent nationwide classes of out-of-network providers who provided services to our members during the period from 2001 to the present. Various plaintiffs who are members in our health plans seek to represent nationwide classes of our members who received services from out-of-network providers during the period from 2001 to the present. Taken together, these lawsuits allege that we violated state law, the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), the Racketeer Influenced and Corrupt Organizations Act and federal antitrust laws, either acting alone or in concert with our competitors. The purported classes seek reimbursement of all unpaid benefits, recalculation and repayment of deductible and coinsurance amounts, unspecified damages and treble damages, statutory penalties, injunctive and declaratory relief, plus interest, costs and attorneys’ fees, and seek to disqualify us from acting as a fiduciary of any benefit plan that is subject to ERISA. Individual lawsuits that generally contain similar allegations and seek similar relief have been brought by a health plan member and by out-of-network providers.

The first class action case was commenced on July 30, 2007. The federal Judicial Panel on Multi-District Litigation (the “MDL Panel”) has consolidated these class action cases in the U.S. District Court for the District of New Jersey under the caption *In re: Aetna UCR Litigation*, MDL No. 2020 (“MDL 2020”). In addition, the MDL Panel has transferred the individual lawsuits to MDL 2020. Discovery is substantially complete in MDL 2020, several motions are pending, and briefing on class certification has been completed. The court has not set a trial date or a timetable for deciding class certification. We intend to vigorously defend ourselves against the claims brought in these cases.

We also have received subpoenas and/or requests for documents and other information from, and been investigated by, attorneys general and other state and/or federal regulators, legislators and agencies relating to our out-of-network

benefit payment practices. It is reasonably possible that others could initiate additional litigation or additional regulatory action against us with respect to our out-of-network benefit payment practices.

CMS Actions

Effective April 21, 2010, the Centers for Medicare & Medicaid Services (“CMS”) imposed intermediate sanctions on us, suspending the enrollment of and marketing to new members of all Aetna Medicare Advantage and Standalone Prescription Drug Plan (“PDP”) contracts. The sanctions relate to our compliance with certain Medicare Part D requirements. The suspension does not affect our current Medicare enrollees who stay in their existing plans. CMS has granted us a limited waiver of these sanctions to allow us to continue to enroll eligible members into existing, contracted group Aetna Medicare Advantage Plans and Standalone PDPs through May 31, 2011. As a result of these sanctions, our 2011 Medicare membership and operating results have been adversely affected because we did not participate in the 2010 open enrollment for individual 2011 Medicare plans, which occurred between November 15, 2010 and December 31, 2010. We are cooperating fully with CMS on its review and are working to resolve the issues CMS has raised as soon as possible. If the CMS sanctions remain in effect or we fail to obtain extensions of the limited waiver through the end of those sanctions, our Medicare membership and operating results could continue to be adversely affected.

CMS regularly audits our performance to determine our compliance with CMS’s regulations, our contracts with CMS and the quality of services we provide to our Medicare members. CMS uses various payment mechanisms to allocate and adjust premium payments to our and other companies’ Medicare plans by considering the applicable health status of Medicare members as supported by information maintained and provided by health care providers. We collect claim and encounter data from providers and generally rely on providers to appropriately code their submissions and document their medical records. Medicare Advantage plans and PDPs receive increased premiums for members who have certain medical conditions identified with specific health condition codes. Federal regulators review and audit the providers’ medical records and related health condition codes that determine the members’ health status and the resulting premium payments to us. CMS has instituted risk adjustment data validation (“RADV”) audits of various Medicare Advantage plans, including two of Aetna’s contracts for the 2007 contract year. Although these two audits are ongoing, we do not believe that they will have a material impact on our operating results, financial position or cash flows.

We believe that the OIG also is auditing risk adjustment data, and we expect CMS and the OIG to continue auditing risk adjustment data for the 2007 contract year and beyond. Aetna and other Medicare Advantage organizations have provided comments to CMS in response to CMS’s December 2010 proposed RADV sampling and payment error calculation methodology by which CMS proposes to calculate and extrapolate RADV audit payment error rates for, and determine premium refunds payable by, Medicare Advantage plans. Our concerns with CMS’s proposed methodology include the fact that the proposed methodology does not take into account the “error rate” in the original Medicare fee-for-service data that was used to develop the risk adjustment system and that retroactive audit and payment adjustments undermine the actuarial soundness of Medicare Advantage bids. CMS has indicated that it may make retroactive contract-level premium payment adjustments based on the results of these RADV audits, which could occur as early as 2011. CMS’s premium adjustments could be implemented prior to our, or other Medicare Advantage plans, having an opportunity to appeal the audit or payment error calculation results or methodology. We are unable to predict the ultimate outcome of CMS’s final RADV audit methodology, other audits for the 2007 contract year or subsequent contract years, the amounts of any retroactive refunds of, or prospective adjustments to, premium payments made to us, or whether any audit findings would cause a change to our method of estimating future premium revenue in bid submissions to CMS for the current or future contract years or compromise premium assumptions made in our bids for prior contract years. Any premium refunds or adjustments resulting from regulatory audits, including those resulting from CMS’s selection of its final RADV audit methodology, whether as a result of RADV or other audits by CMS or OIG or otherwise, could be material and could adversely affect our operating results, financial position and cash flows.

Other Litigation and Regulatory Proceedings

We are involved in numerous other lawsuits arising, for the most part, in the ordinary course of our business operations, including employment litigation and claims of bad faith, medical malpractice, non-compliance with state and federal regulatory regimes, marketing misconduct, failure to timely or appropriately pay medical and/or group insurance claims (including post-payment audit and collection practices), rescission of insurance coverage, improper disclosure of personal information, patent infringement and other intellectual property litigation and other litigation in

our Health Care and Group Insurance businesses. Some of these other lawsuits are or are purported to be class actions. We intend to vigorously defend ourselves against the claims brought in these matters.

In addition, our operations, current and past business practices, current and past contracts, and accounts and other books and records are subject to routine, regular and special investigations, audits, examinations and reviews by, and from time to time we receive subpoenas and other requests for information from, CMS, various state insurance and health care regulatory authorities, state attorneys general, the Center for Consumer Information and Insurance Oversight, the Office of the Inspector General, the Office of Personnel Management, committees, subcommittees and members of the U.S. Congress, the U.S. Department of Justice, U.S. attorneys and other state and federal governmental authorities. These government actions include inquiries by, and testimony before, certain members, committees and subcommittees of the U.S. Congress regarding certain of our current and past business practices, including our overall claims processing and payment practices, our business practices with respect to our small group products, student health products or individual customers (such as market withdrawals, rating information, premium increases and medical benefit ratios), executive compensation matters and travel and entertainment expenses, in connection with their consideration of health care reform measures, as well as the investigations by, and subpoenas and requests from, attorneys general and others described above under “Out-of-Network Benefit Proceedings.” There also continues to be heightened review by regulatory authorities of and increased litigation regarding the health care benefits industry’s business and reporting practices, including premium rate increases, utilization management, complaint and grievance processing, information privacy, provider network structure (including the use of performance-based networks), delegated arrangements, rescission of insurance coverage, limited benefit health products, student health products, pharmacy benefit management practices and claim payment practices (including payments to out-of-network providers). As a leading national health care benefits company, we regularly are the subject of such government actions. These government actions may prevent or delay us from implementing planned premium rate increases and may result, and have resulted, in restrictions on our business, changes to or clarifications of our business practices, retroactive adjustments to premiums, refunds to members, assessments of damages, civil or criminal fines or penalties, or other sanctions, including the possible loss of licensure or suspension or exclusion from participation in government programs, including the actions taken by CMS that are described above under “CMS Actions.”

Estimating the probable losses or a range of probable losses resulting from litigation, government actions and other legal proceedings is inherently difficult and requires an extensive degree of judgment, particularly where the matters involve indeterminate claims for monetary damages, may involve fines, penalties or punitive damages that are discretionary in amount, involve a large number of claimants or regulatory authorities, represent a change in regulatory policy, present novel legal theories, are in the early stages of the proceedings, are subject to appeal or could result in a change in business practices. In addition, because most legal proceedings are resolved over long periods of time, potential losses are subject to change due to, among other things, new developments, changes in litigation strategy, the outcome of intermediate procedural and substantive rulings and other parties’ settlement posture and their evaluation of the strength or weakness of their case against us. Except as specifically noted above under “CMS Actions” with respect to the two ongoing RADV audits for the 2007 contract year, we are currently unable to predict the ultimate outcome of, or reasonably estimate the losses or a range of losses resulting from, the matters described above, and it is reasonably possible that their outcome could be material to us.

15. Segment Information

Our operations are conducted in three business segments: Health Care, Group Insurance and Large Case Pensions. Our Corporate Financing segment is not a business segment; it is added to our business segments in order to reconcile to our consolidated results. The Corporate Financing segment includes interest expense on our outstanding debt and the financing components of our pension and OPEB plan expense (the service cost components of this expense are allocated to our business segments).

Summarized financial information of our segments for the three months ended March 31, 2011 and 2010 was as follows:

(Millions)		Health Care		Group Insurance		Large Case Pensions		Corporate Financing		Total Company
2011										
Revenue from external customers	\$	7,620.6	\$	430.3	\$	44.6	\$	-	\$	8,095.5
Operating earnings (loss) ⁽¹⁾		555.3		42.9		5.8		(43.8)		560.2
2010										
Revenue from external customers	\$	7,765.4	\$	458.9	\$	45.3	\$	-	\$	8,269.6
Operating earnings (loss) ⁽¹⁾		460.1		28.5		9.7		(67.7)		430.6

⁽¹⁾ Operating earnings (loss) excludes net realized capital gains or losses and the other item described in the reconciliation below.

A reconciliation of operating earnings to net income for the three months ended March 31, 2011 and 2010 was as follows:

(Millions)		2011		2010
Operating earnings	\$	560.2	\$	430.6
Litigation-related insurance proceeds ⁽¹⁾		-		45.5
Net realized capital gains		25.8		86.5
Net income	\$	586.0	\$	562.6

⁽¹⁾ Following a Pennsylvania Supreme Court ruling in June 2009, we received \$45.5 million (\$70.0 million pretax) in April 2010 from one of our liability insurers related to certain litigation we settled in 2003, which we recognized in the first quarter of 2010. We excluded this item and net realized capital gains from our operating earnings because we believe they neither relate to the ordinary course of our business nor reflect our underlying business performance.

16. Discontinued Products

Prior to 1993, we sold single-premium annuities (“SPAs”) and guaranteed investment contracts (“GICs”), primarily to employer sponsored pension plans. In 1993, we discontinued selling these products to Large Case Pensions customers, and now we refer to these products as discontinued products.

We discontinued selling these products because they were generating losses for us, and we projected that they would continue to generate losses over their life (which is greater than 30 years); so we established a reserve for anticipated future losses at the time of discontinuance. This reserve represents the present value (at the risk-free rate of return at the time of discontinuance, consistent with the duration of the liabilities) of the difference between the expected cash flows from the assets supporting these products and the cash flows expected to be required to meet the obligations of the outstanding contracts. Because we projected anticipated cash shortfalls in our discontinued products, at the time of discontinuance we established a receivable from Large Case Pensions’ continuing products (which is eliminated in consolidation).

Key assumptions in setting this reserve include future investment results, payments to retirees, mortality and retirement rates and the cost of asset management and customer service. In 1997, we began the use of a bond default assumption to reflect historical default experience. In 1995, we modified the mortality tables used in order to reflect a more up-to-date 1994 Uninsured Pensioner’s Mortality table. Other than these changes, since 1993 there have been no significant changes to the assumptions underlying the reserve.

We review the adequacy of this reserve quarterly based on actual experience. As long as our expectation of future losses remains consistent with prior projections, the results of the discontinued products are applied to the reserve and do not affect net income. However, if actual or expected future losses are greater than we currently estimate, we may have to increase the reserve, which could adversely impact net income. If actual or expected future losses are less than we currently estimate, we may have to decrease the reserve, which could favorably impact net income. The current reserve reflects management’s best estimate of anticipated future losses. The reserve for anticipated future losses is included in future policy benefits on our balance sheet.

The activity in the reserve for anticipated future losses on discontinued products for the three months ended March 31, 2011 and 2010 was as follows (pretax):

(Millions)	2011	2010
Reserve, beginning of period	\$ 884.8	\$ 789.2
Operating income	5.4	3.0
Net realized capital gains	12.5	16.1
Reserve, end of period	\$ 902.7	\$ 808.3

During the three months ended March 31, 2011, our discontinued products reflected net realized capital gains primarily attributable to gains from the sale of debt securities and operating income. We evaluated the operating income in the first quarter of 2011 against our expectations of future cash flows assumed in estimating the reserve and concluded that no adjustment to the reserve is required at March 31, 2011.

Assets and liabilities supporting discontinued products at March 31, 2011 and December 31, 2010 were as follows: ⁽¹⁾

(Millions)	2011	2010
Assets:		
Debt and equity securities available for sale	\$ 2,573.3	\$ 2,610.3
Mortgage loans	470.6	498.8
Other investments	654.8	603.2
Total investments	3,698.7	3,712.3
Other assets	98.1	90.4
Collateral received under securities loan agreements	17.0	35.1
Current and deferred income taxes	22.7	20.7
Receivable from continuing products ⁽²⁾	499.9	492.4
Total assets	\$ 4,336.4	\$ 4,350.9
Liabilities:		
Future policy benefits	\$ 3,117.3	\$ 3,162.2
Policyholders' funds	10.0	10.2
Reserve for anticipated future losses on discontinued products	902.7	884.8
Collateral payable under securities loan agreements	17.0	35.1
Other liabilities ⁽³⁾	289.4	258.6
Total liabilities	\$ 4,336.4	\$ 4,350.9

⁽¹⁾ Assets supporting the discontinued products are distinguished from assets supporting continuing products.

⁽²⁾ The receivable from continuing products is eliminated in consolidation.

⁽³⁾ Net unrealized capital gains on the available-for-sale debt securities are included in other liabilities and are not reflected in consolidated shareholders' equity.

The distributions on our discontinued products consisted of scheduled contract maturities, settlements and benefit payments of \$104 million and \$107 million for the three months ended March 31, 2011 and 2010, respectively. There were no participant-directed withdrawals of our discontinued products during the three months ended March 31, 2011 or 2010. Cash required to fund these distributions was provided by earnings and scheduled payments on, and sales of, invested assets.

17. Subsequent Events

In April 2011, we entered into an agreement to acquire Prodigy Health Group, a third party administrator of self-funded health care plans, for approximately \$600 million. We expect to finance this transaction with available resources.

Additionally in April 2011, we entered into a three-year reinsurance agreement with Vitality Re II Limited, an unrelated insurer. The agreement allows us to reduce our required statutory capital and provides \$150 million of collateralized excess of loss reinsurance coverage on a portion of Aetna's group Commercial Insured Health Care business.

Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders
Aetna Inc.:

We have reviewed the consolidated balance sheet of Aetna Inc. and subsidiaries as of March 31, 2011, and the related consolidated statements of income, shareholders' equity and cash flows for the three-month periods ended March 31, 2011 and 2010. These consolidated financial statements are the responsibility of the Company's management.

We conducted our review in accordance with the standards of the Public Company Accounting Oversight Board (United States). A review of interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the Public Company Accounting Oversight Board (United States), the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the consolidated financial statements referred to above for them to be in conformity with U.S. generally accepted accounting principles.

We have previously audited, in accordance with standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheet of Aetna Inc. and subsidiaries as of December 31, 2010, and the related consolidated statements of income, shareholders' equity and cash flows for the year then ended (not presented herein); and in our report dated February 25, 2011, we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying consolidated balance sheet as of December 31, 2010, is fairly stated, in all material respects, in relation to the consolidated balance sheet from which it has been derived.

/s/ KPMG LLP

Hartford, Connecticut
April 28, 2011

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A")

OVERVIEW

We are one of the nation's leading diversified health care benefits companies, serving approximately 33.8 million people with information and resources to help them make better informed decisions about their health care. We offer a broad range of traditional and consumer-directed health insurance products and related services, including medical, pharmacy, dental, behavioral health, group life and disability plans, medical management capabilities, Medicaid health care management services and health information exchange technology services. Our customers include employer groups, individuals, college students, part-time and hourly workers, health plans, governmental units, government-sponsored plans, labor groups and expatriates. Our operations are conducted in three business segments: Health Care, Group Insurance and Large Case Pensions.

The following MD&A provides a review of our financial condition at March 31, 2011 and December 31, 2010 and operating results for the three months ended March 31, 2011 and 2010. This Overview should be read in conjunction with the entire MD&A, which contains detailed information that is important to understanding our operating results and financial condition, the consolidated financial statements and other data presented in this Quarterly Report on Form 10-Q as well as the MD&A contained in our 2010 Annual Report on Form 10-K (the "2010 Annual Report"). This Overview is qualified in its entirety by the full MD&A.

Summarized Results for the Three Months Ended March 31, 2011 and 2010:

(Millions)	2011	2010
Revenue:		
Health Care	\$ 7,743.4	\$ 7,918.6
Group Insurance	510.9	556.1
Large Case Pensions	133.5	146.8
Total revenue	8,387.8	8,621.5
Net income	586.0	562.6
Operating earnings: ⁽¹⁾		
Health Care	555.3	460.1
Group Insurance	42.9	28.5
Large Case Pensions	5.8	9.7
Cash flows from operations	572.2	837.3

⁽¹⁾ Our discussion of operating results for our reportable business segments is based on operating earnings, which is a non-GAAP measure of net income (the term "GAAP" refers to U.S. generally accepted accounting principles). Refer to Segment Results and Use of Non-GAAP Measures in this document beginning on page 28 for a discussion of non-GAAP measures. Refer to pages 29, 32 and 33 for a reconciliation of operating earnings to net income for Health Care, Group Insurance and Large Case Pensions, respectively.

Our business segment operating earnings for the three months ended March 31, 2011 were higher than the corresponding period in 2010, primarily due to higher Commercial underwriting margins from favorable development of prior period health care costs estimates and improved underlying performance, partially offset by lower Commercial Insured membership. This result also reflects higher Group Insurance operating earnings primarily from higher disability underwriting margins and higher net investment income.

Total revenue in our Health Care segment declined during the three months ended March 31, 2011 when compared to the corresponding period in 2010 primarily as a result of lower Commercial Insured membership as well as a decline due to changes in the customer market, product and geographic mix of business partially offset by premium rate increases. The Commercial underwriting margins improved for the three months ended March 31, 2011 when compared to the corresponding period in 2010 primarily due to favorable development of prior-period health care cost estimates and improved underlying performance, partially offset by the effect of lower Commercial Insured membership in 2011. Our underwriting margins reflect approximately \$174 million and \$143 million of favorable development of prior period health care cost estimates for the three months ended March 31, 2011 and 2010, respectively.

At March 31, 2011, we served approximately 17.8 million medical members (consisting of approximately 32% Insured members and 68% ASC members), 13.5 million dental members and 8.6 million pharmacy benefit

management services members. At March 31, 2010, we served approximately 18.7 million medical members (consisting of approximately 32% Insured members and 68% ASC members), 14.0 million dental members and 9.8 million pharmacy benefit management services members.

We continued to generate strong cash flows from operations in 2011 and 2010, generating \$642 million and \$901 million of cash flows from operations in our Health Care and Group Insurance businesses during the three months ended March 31, 2011 and 2010, respectively. During 2011, these cash flows funded ordinary course operating activities, the acquisition of Medicity Inc. ("Medicity"), a health information exchange company, for approximately \$500 million and the repayment of the entire \$450 million aggregate principal amount of our 7.875% senior notes due March 2011. Additionally, we repurchased approximately 7 million shares of common stock and 7 million shares of common stock under our share repurchase programs at a cost of approximately \$250 million and \$252 million for the three months ended March 31, 2011 and 2010, respectively. Refer to "Liquidity and Capital Resources" beginning on page 36 and Note 11 of Notes to Consolidated Financial Statements on page 18 for additional information.

Prodigy Health Group

In April 2011, we entered into an agreement to acquire Prodigy Health Group, a third party administrator of self-funded health care plans, for approximately \$600 million. We expect to finance this transaction with available resources.

Medicare Update

Effective April 21, 2010, the Centers for Medicare & Medicaid Services ("CMS") imposed intermediate sanctions on us, suspending the enrollment of and marketing to new members of all Aetna Medicare Advantage and Standalone Prescription Drug Plan ("PDP") contracts. The sanctions relate to our compliance with certain Medicare Part D requirements. The suspension does not affect our current Medicare enrollees who stay in their existing plans. CMS has granted us a limited waiver of these sanctions to allow us to continue to enroll eligible members into existing, contracted group Aetna Medicare Advantage Plans and Standalone PDPs through May 31, 2011. As a result of these sanctions, our 2011 Medicare membership and operating results have been adversely affected because we did not participate in the 2010 open enrollment for individual 2011 Medicare plans, which occurred between November 15, 2010 and December 31, 2010. We are cooperating fully with CMS on its review and are working to resolve the issues CMS has raised as soon as possible. If the CMS sanctions remain in effect or we fail to obtain extensions of the limited waiver through the end of those sanctions, our Medicare membership and operating results could continue to be adversely affected.

Management Update

On February 25, 2011, our Board of Directors (the "Board") elected Mark T. Bertolini, Chairman of the Board and Chairman of the Board's Executive Committee, each effective April 8, 2011, upon the retirement of Ronald A. Williams, our previous executive Chairman.

Health Care Reform Legislation

In March 2010, President Obama signed into law the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010 (collectively, "Health Care Reform"), which makes broad-based changes to the U.S. health care system which could significantly affect the U.S. economy and will significantly impact our business operations and financial results, including our pricing and medical benefit ratios. Health Care Reform presents us with new business opportunities, but also with new financial and other challenges. It is reasonably possible that Health Care Reform, in the aggregate, could have a material adverse effect on our business operations and financial results.

Components of the legislation will be phased in over the next seven years. We are and will continue to be required to dedicate material resources and incur material expenses during that time to implement and comply with Health Care Reform as well as state-level health care reform. While the federal government has begun to issue regulations implementing Health Care Reform, many significant parts of the legislation, including minimum medical loss ratios ("MLRs"), require further guidance and clarification both at the federal level and in the form of regulations and actions by state legislatures to implement the law. As a result, many of the impacts of Health Care Reform will not be known for several years. Pending efforts in the U.S. Congress to repeal, amend or restrict funding for various aspects of Health Care Reform and the pending litigation challenging the constitutionality of Health Care Reform create additional uncertainty about the ultimate impact of the legislation.

For additional information on Health Care Reform, refer to “MD&A - Overview – Health Care Reform Legislation”, “Regulatory Environment” and “Forward-Looking Information/Risk Factors” in our 2010 Annual Report.

Segment Results and Use of Non-GAAP Measures in this Document

The following discussion of operating results is presented based on our reportable segments in accordance with the accounting guidance for segment reporting and consistent with our segment disclosure included in Note 15 of Notes to Consolidated Financial Statements beginning on page 22. Our operations are conducted in three business segments: Health Care, Group Insurance and Large Case Pensions. Our Corporate Financing segment is not a business segment; it is added to our business segments to reconcile our consolidated results. The Corporate Financing segment includes interest expense on our outstanding debt and the financing components of our pension and other postretirement benefit plans (“OPEB”) expense (the service cost and prior service cost components of this expense are allocated to our business segments). Effective December 31, 2010, our employees no longer earn future pension service credits in our tax-qualified defined benefit pension plan (the “Aetna Pension Plan”). The Aetna Pension Plan will continue to operate and account balances will continue to earn annual interest credits. The decrease in our pension cost for the three months ended March 31, 2011 compared to the corresponding period in 2010 was caused by this freezing of the Aetna Pension Plan. We expect our future pension expense to continue to be lower than 2010. Refer to Note 10 of Condensed Notes to Consolidated Financial Statements on page 18.

Our discussion of our operating results is based on operating earnings, which is the measure reported to our Chief Executive Officer for purposes of assessing financial performance and making operating decisions, such as allocating resources to each segment. Operating earnings exclude net realized capital gains or losses as well as other items, if any, from net income reported in accordance with GAAP. We believe excluding realized capital gains or losses from net income to arrive at operating earnings provides more meaningful information about our underlying business performance. Net realized capital gains and losses arise from various types of transactions, primarily in the course of managing a portfolio of assets that support the payment of liabilities; however, these transactions do not directly relate to the underwriting or servicing of products for our customers and are not directly related to the core performance of our business operations. We also may exclude other items that do not relate to the ordinary course of our business from net income to arrive at operating earnings. In each segment discussion in this MD&A, we provide a table that reconciles operating earnings to net income. Each table details the net realized capital gains or losses and any other items excluded from net income, and the footnotes to each table describe the nature of each other item and why we believe it is appropriate to exclude that item from net income.

HEALTH CARE

Health Care consists of medical, pharmacy benefits management, dental, behavioral health and vision plans offered on both an Insured basis and an ASC basis. Medical products include point-of-service (“POS”), preferred provider organization (“PPO”), health maintenance organization (“HMO”) and indemnity benefit plans. Medical products also include health savings accounts and Aetna HealthFund[®], consumer-directed health plans that combine traditional POS or PPO and/or dental coverage, subject to a deductible, with an accumulating benefit account. We also offer Medicare and Medicaid products and services, as well as specialty products, such as health information exchange technology services, medical management and data analytics services, medical stop loss insurance and products that provide access to our provider networks in select markets. We separately track premiums and health care costs for Medicare and Medicaid products; all other medical, dental and other Health Care products are referred to as Commercial.

Operating Summary for the Three Months Ended March 31, 2011 and 2010:

(Millions)	2011	2010
Premiums:		
Commercial	\$ 5,013.6	\$ 5,143.4
Medicare	1,408.8	1,519.3
Medicaid	328.2	232.4
Total premiums	6,750.6	6,895.1
Fees and other revenue	870.0	870.3
Net investment income	89.1	107.8
Net realized capital gains	33.7	45.4
Total revenue	7,743.4	7,918.6
Health care costs	5,348.0	5,691.0
Operating expenses:		
Selling expenses	271.5	298.2
General and administrative expenses	1,204.5	1,083.4
Total operating expenses	1,476.0	1,381.6
Amortization of other acquired intangible assets	24.6	22.7
Total benefits and expenses	6,848.6	7,095.3
Income before income taxes	894.8	823.3
Income taxes	317.6	261.4
Net income	\$ 577.2	\$ 561.9

The table presented below reconciles net income to operating earnings for the three months ended March 31, 2011 and 2010:

(Millions)	2011	2010
Net income	\$ 577.2	\$ 561.9
Litigation-related insurance proceeds ⁽¹⁾	-	(45.5)
Net realized capital gains	(21.9)	(56.3)
Operating earnings	\$ 555.3	\$ 460.1

⁽¹⁾ Following a Pennsylvania Supreme Court ruling in June 2009, we received \$45.5 million (\$70.0 million pretax) in April 2010 from one of our liability insurers related to certain litigation we settled in 2003, which we recognized in the first quarter of 2010. We excluded this item and net realized capital gains from our operating earnings because we believe they neither relate to the ordinary course of our business nor reflect our underlying business performance.

Operating earnings for the three months ended March 31, 2011 were higher than the corresponding period in 2010, primarily due to higher Commercial underwriting margins from favorable development of prior-period health care cost estimates and improved underlying performance, partially offset by the effect of lower Commercial Insured membership in 2011. Included in these amounts are approximately \$112 million (\$174 million pretax) and \$93 million (\$143 million pretax) of favorable development of prior period health care costs estimates for the three months ended March 31, 2011 and 2010, respectively.

We calculate our medical benefit ratio (“MBR”) by dividing health care costs by premiums. For the three months ended March 31, 2011 and 2010, our MBRs by product were as follows:

	2011	2010
Commercial	77.0%	81.1%
Medicare	85.1%	87.0%
Medicaid	88.5%	85.9%
Total	79.2%	82.5%

Refer to our discussion of Commercial and Medicare results that follows for an explanation of the changes in our MBR.

The operating results of our Commercial products reflect higher underwriting margins and lower Insured membership in 2011 compared to 2010.

Commercial premiums decreased approximately \$130 million for the three months ended March 31, 2011, when compared to the corresponding period in 2010, primarily due to lower Commercial Insured membership and a decline from changes in the customer market, product and geographic mix of business, partially offset by premium rate increases.

Our Commercial MBRs were 77.0% for the three months ended March 31, 2011 compared to 81.1% for the corresponding period in 2010. Included in these amounts were approximately \$143 million and \$92 million of favorable development of prior period health care cost estimates for the three months ended March 31, 2011 and 2010, respectively. The 2011 development was primarily caused by lower than projected utilization of most categories of medical services. Excluding this development, the Commercial MBR remains lower in 2011 than 2010, reflecting a percentage increase in our per member health care premiums that exceeded the percentage increase in per member health care costs. Refer to “Critical Accounting Estimates – Health Care Costs Payable” in our 2010 Annual Report for a discussion of Health Care Costs Payable at December 31, 2010.

Medicare results for the first quarter 2011 reflect a decline in membership from the corresponding period in 2010.

Medicare premiums decreased approximately \$111 million for the three months ended March 31, 2011, when compared to the corresponding period in 2010, primarily attributable to a decrease in Medicare membership in 2011 caused by the enrollment and marketing sanctions imposed on us by CMS, which did not allow us to participate in open enrollment for individual 2011 Medicare plans.

Our Medicare MBRs were 85.1% for the three months ended March 31, 2011 compared to 87.0% for the corresponding period in 2010. Included in these amounts were approximately \$25 million and \$38 million of favorable development of prior period Medicare health care cost estimates for the three months ended March 31, 2011 and 2010, respectively. Excluding this development, the Medicare MBR remains lower in 2011 than 2010, primarily reflecting changes in mix of business and lower than projected utilization of medical services.

Other Sources of Revenue

Fees and other revenue for the three months ended March 31, 2011 was flat compared to the corresponding period in 2010 due to lower ASC membership offset by higher pharmacy fee revenues and the inclusion of revenues from Medicity.

Net realized capital gains for the three months ended March 31, 2011 decreased by approximately \$12 million when compared to the corresponding period in 2010. This decrease primarily reflects lower net gains from the sales of debt securities partially offset by gains from derivative transactions during the first quarter of 2011 compared to derivative losses in the comparable period in 2010.

Membership

Health Care's membership at March 31, 2011 and 2010 was as follows:

(Thousands)	2011			2010		
	Insured	ASC	Total	Insured	ASC	Total
Medical:						
Commercial	4,822	11,353	16,175	5,198	11,978	17,176
Medicare	407	-	407	451	-	451
Medicaid	388	824	1,212	315	746	1,061
Total Medical Membership	5,617	12,177	17,794	5,964	12,724	18,688
Consumer-Directed Health Plans ⁽¹⁾			2,412			2,206
Dental:						
Commercial	4,798	7,083	11,881	5,042	7,339	12,381
Medicare and Medicaid	163	463	626	137	435	572
Network Access ⁽²⁾	-	982	982	-	1,000	1,000
Total Dental Membership	4,961	8,528	13,489	5,179	8,774	13,953
Pharmacy:						
Commercial			7,901			8,923
Medicare PDP (stand-alone)			447			601
Medicare Advantage PDP			190			233
Medicaid			27			30
Total Pharmacy Benefit Management Services			8,565			9,787

⁽¹⁾ Represents members in consumer-directed health plans who also are included in Commercial medical membership above.

⁽²⁾ Represents members in products that allow these members access to our dental provider network for a nominal fee.

Total medical membership at March 31, 2011 decreased compared to March 31, 2010, reflecting a reduction in Commercial membership due primarily to lapsed customers exceeding new sales and in-group attrition as well as lower Medicare enrollment primarily due to CMS sanctions that was partially offset by growth in Medicaid membership.

Total dental membership at March 31, 2011 decreased compared to March 31, 2010 primarily due to lapses exceeding new sales.

Total pharmacy benefit management services membership decreased at March 31, 2011 compared to March 31, 2010 primarily due to a decrease in Commercial medical enrollment and a decline in Medicare PDP membership.

GROUP INSURANCE

Group Insurance primarily includes group life insurance products offered on an Insured basis, including basic and supplemental group term life, group universal life, supplemental or voluntary programs, and accidental death and dismemberment coverage. Group Insurance also includes (i) group disability products offered to employers on both an Insured and an ASC basis, which consist primarily of short-term and long-term disability insurance (and products which combine both), (ii) absence management services offered to employers, which include short-term and long-term disability administration and leave management, and (iii) long-term care products that were offered primarily on an Insured basis, which provide benefits covering the cost of care in private home settings, adult day care, assisted living or nursing facilities. We no longer solicit or accept new long-term care customers.

Operating Summary for the Three Months Ended March 31, 2011 and 2010:

(Millions)	2011	2010
Premiums:		
Life	\$ 257.9	\$ 278.9
Disability	134.1	139.2
Long-term care	11.5	14.0
Total premiums	403.5	432.1
Fees and other revenue	26.8	26.8
Net investment income	74.1	71.0
Net realized capital gains	6.5	26.2
Total revenue	510.9	556.1
Current and future benefits	361.8	399.5
Operating expenses:		
Selling expenses	19.2	23.3
General and administrative expenses	63.4	67.2
Total operating expenses	82.6	90.5
Amortization of other acquired intangible assets	1.7	1.7
Total benefits and expenses	446.1	491.7
Income before income taxes	64.8	64.4
Income taxes	17.7	11.0
Net income	\$ 47.1	\$ 53.4

The table presented below reconciles net income to operating earnings for the three months ended March 31, 2011 and 2010:

(Millions)	2011	2010
Net income	\$ 47.1	\$ 53.4
Net realized capital gains	(4.2)	(24.9)
Operating earnings	\$ 42.9	\$ 28.5

Operating earnings for the three months ended March 31, 2011 increased compared to the corresponding period in 2010, primarily due to higher underwriting margins from our disability products and higher net investment income.

The group benefit ratio (which represents current and future benefits divided by premiums) was 89.7% and 92.5% for the three months ended March 31, 2011 and 2010, respectively.

Net realized capital gains for the three months ended March 31, 2011 decreased by approximately \$20 million when compared to the corresponding period in 2010. This decrease primarily reflects lower net gains from the sales of debt securities partially offset by gains from derivative transactions during the first quarter of 2011 compared to derivative losses in the comparable period in 2010.

LARGE CASE PENSIONS

Large Case Pensions manages a variety of retirement products (including pension and annuity products) primarily for tax qualified pension plans. These products provide a variety of funding and benefit payment distribution options and other services. The Large Case Pensions segment includes certain discontinued products.

Operating Summary for the Three Months Ended March 31, 2011 and 2010:

(Millions)	2011	2010
Premiums	\$ 41.8	\$ 42.6
Net investment income	89.4	96.4
Other revenue	2.8	2.7
Net realized capital (losses) gains	(.5)	5.1
Total revenue	133.5	146.8
Current and future benefits	123.7	127.5
General and administrative expenses	3.7	1.8
Total benefits and expenses	127.4	129.3
Income before income taxes	6.1	17.5
Income taxes	.6	2.5
Net income	\$ 5.5	\$ 15.0

The table presented below reconciles net income to operating earnings for the three months ended March 31, 2011 and 2010:

(Millions)	2011	2010
Net income	\$ 5.5	\$ 15.0
Net realized capital losses (gains)	.3	(5.3)
Operating earnings	\$ 5.8	\$ 9.7

Operating earnings in 2011 declined compared to 2010 due primarily to lower net investment income and the run-off nature of this segment.

Discontinued Products

Prior to 1993, we sold single-premium annuities (“SPAs”) and guaranteed investment contracts (“GICs”), primarily to employer sponsored pension plans. In 1993, we discontinued selling these products to Large Case Pensions customers, and now we refer to these products as discontinued products.

We discontinued selling these products because they were generating losses for us, and we projected that they would continue to generate future losses over their life (which is greater than 30 years); so we established a reserve for anticipated future losses at the time of discontinuance. We provide additional information on this reserve, including key assumptions and other important information, in Note 16 of Condensed Notes to Consolidated Financial Statements beginning on page 23. Please refer to this note for additional information.

The operating summary for Large Case Pensions above includes revenues and expenses related to our discontinued products, with the exception of net realized capital gains and losses which are recorded as part of current and future benefits. Since we established a reserve for future losses on discontinued products, as long as our expected future losses remain consistent with prior projections, the operating results of our discontinued products are applied against the reserve and do not impact operating earnings or net income for Large Case Pensions. However, if actual or expected future losses are greater than we currently estimate, we may have to increase the reserve, which could adversely impact net income. If actual or expected future losses are less than we currently estimate, we may have to decrease the reserve, which could favorably impact net income. In those cases, we disclose such adjustment separately in the operating summary. Management reviews the adequacy of the discontinued products reserve quarterly. The current reserve reflects management's best estimate of anticipated future losses.

The activity in the reserve for anticipated future losses on discontinued products for the three months ended March 31, 2011 and 2010 was as follows (pretax):

(Millions)	2011	2010
Reserve, beginning of period	\$ 884.8	\$ 789.2
Operating income	5.4	3.0
Net realized capital gains	12.5	16.1
Reserve, end of period	\$ 902.7	\$ 808.3

During the three months ended March 31, 2011, our discontinued products reflected net realized capital gains primarily attributable to gains from sales of debt securities and operating income. We have evaluated the operating income in 2011 against our expectations of future cash flows assumed in estimating the reserve and concluded that no adjustment to the reserve is required at March 31, 2011.

INVESTMENTS

At March 31, 2011 and December 31, 2010 our investment portfolio consisted of the following:

(Millions)	March 31, 2011	December 31, 2010
Debt and equity securities available for sale	\$ 16,787.5	\$ 16,961.6
Mortgage loans	1,540.2	1,509.8
Other investments	1,318.5	1,244.6
Total investments	\$ 19,646.2	\$ 19,716.0

The risks associated with investments supporting experience-rated pension and annuity products in our Large Case Pensions business are assumed by the contract holders and not by us (subject to, among other things, certain minimum guarantees). Anticipated future losses associated with investments supporting discontinued fully-guaranteed Large Case Pensions products are provided for in the reserve for anticipated future losses on discontinued products.

As a result of the foregoing, investment risks associated with our experience-rated and discontinued products generally do not impact our operating results. Investments supported the following products at March 31, 2011 and December 31, 2010:

(Millions)	March 31, 2011	December 31, 2010
Experience-rated products	\$ 1,646.6	\$ 1,690.2
Discontinued products	3,698.7	3,712.3
Remaining products	14,300.9	14,313.5
Total investments	\$ 19,646.2	\$ 19,716.0

Assets supporting experience-rated products may be subject to contract holder or participant withdrawals. Experience-rated contract holder and participant-directed withdrawals for the three months ended March 31, 2011 and 2010 were as follows:

(Millions)	2011	2010
Scheduled contract maturities and benefit payments ⁽¹⁾	\$ 63.6	\$ 65.6
Contract holder withdrawals other than scheduled contract maturities and benefit payments	.5	3.2
Participant-directed withdrawals	1.7	.5

⁽¹⁾ Includes payments made upon contract maturity and other amounts distributed in accordance with contract schedules.

Debt and Equity Securities

The debt securities in our investment portfolio had an average credit quality rating of A at both March 31, 2011 and December 31, 2010, with approximately \$4.5 billion at March 31, 2011 and \$4.4 billion at December 31, 2010 rated AAA. The debt securities that were rated below investment grade (that is, having a quality rating below BBB-/Baa3) were \$1.2 billion at both March 31, 2011 and December 31, 2010 (of which 20% and 17% at March 31, 2011 and December 31, 2010, respectively, supported our discontinued and experience-rated products).

At March 31, 2011 and December 31, 2010, we held approximately \$675 million and \$707 million, respectively, of municipal debt securities and \$2 million on each date of structured product debt securities that were guaranteed by third parties, collectively representing approximately 3% and 4%, respectively, of our total investments. These securities had an average credit quality rating of A+ at both March 31, 2011 and December 31, 2010 with the guarantee. Without the guarantee, the average credit quality rating of the municipal debt securities was A at both March 31, 2011 and December 31, 2010. The structured product debt securities without guarantees are not rated by the rating agencies on a standalone basis. We do not have any significant concentration of investments with third party guarantors (either direct or indirect).

We classify our debt and equity securities as available for sale, and carry them at fair value on our balance sheet. Approximately 2% of our debt and equity securities at both March 31, 2011 and December 31, 2010 were valued using inputs that reflect our own assumptions (categorized as Level 3 inputs in accordance with GAAP). Refer to Note 9 of Condensed Notes to Consolidated Financial Statements beginning on page 13 for additional information on the methodologies and key assumptions we use to determine the fair value of investments.

At March 31, 2011 and December 31, 2010, our debt and equity securities had net unrealized capital gains of \$893 million and \$985 million, respectively, of which \$264 million and \$301 million, respectively, related to our experience-rated and discontinued products.

Refer to Note 7 of Condensed Notes to Consolidated Financial Statements beginning on page 8 for details of net unrealized capital gains and losses by major security type, as well as details on our debt securities with unrealized capital losses at March 31, 2011 and December 31, 2010. We regularly review our debt securities to determine if a decline in fair value below the carrying value is other-than-temporary. If we determine a decline in fair value is other-than-temporary, we will write down the carrying value of the security. The amount of the credit-related impairment is included in our operating results, and the non-credit component is included in other comprehensive income if we do not intend to sell the security. Accounting for other-than-temporary-impairments ("OTTI") of our debt securities is considered a critical accounting estimate. Refer to "Critical Accounting Estimates - Other-Than-Temporary Impairment of Debt Securities" in our 2010 Annual Report for more information.

Net Realized Capital Gains and Losses

Net realized capital gains were \$26 million (\$40 million pretax) for the three months ended March 31, 2011, and \$87 million (\$77 million pretax) for the corresponding period in 2010. Included in these amounts were \$3 million and \$14 million of OTTI losses on debt and equity securities for the three months ended March 31, 2011 and 2010, respectively. We had no individual realized capital losses on debt or equity securities that materially impacted our operating results during the three months ended March 31, 2011 or 2010.

Mortgage Loans

Our mortgage loan portfolio (which is collateralized by commercial real estate) represented 8% of our total invested assets at both March 31, 2011 and December 31, 2010. There were no material impairment reserves on these loans at March 31, 2011 or December 31, 2010. Refer to Note 7 of Condensed Notes to Consolidated Financial Statements on page 8 for additional information on our mortgage loan portfolio.

Risk Management and Market-Sensitive Instruments

We manage interest rate risk by seeking to maintain a tight match between the durations of our assets and liabilities where appropriate. We manage credit risk by seeking to maintain high average quality ratings and diversified sector exposure within our debt securities portfolio. In connection with our investment and risk management objectives, we also use derivative financial instruments whose market value is at least partially determined by, among other things, levels of or changes in interest rates (short-term or long-term), duration, prepayment rates, equity markets or credit ratings/spreads. Our use of these derivatives is generally limited to hedging risk and has principally consisted of using interest rate swap agreements, forward contracts, futures contracts and credit default swaps. Additionally, from time to time, we receive warrants from our vendors. These instruments, viewed separately, subject us to varying degrees of

interest rate, equity price and credit risk. However, when used for hedging, we expect these instruments to reduce overall risk.

We regularly evaluate our risk from market-sensitive instruments by examining, among other things, levels of or changes in interest rates (short-term or long-term), duration, prepayment rates, equity markets or credit ratings/spreads. We also regularly evaluate the appropriateness of investments relative to our management-approved investment guidelines (and operate within those guidelines) and the business objectives of our portfolios.

On a quarterly basis, we review the impact of hypothetical net losses in our investment portfolio on our consolidated near-term financial position, operating results and cash flows assuming the occurrence of certain reasonably possible changes in near-term market rates and prices. Based upon this analysis, there have been no material changes in our exposure to these risks since December 31, 2010. Refer to the MD&A in our 2010 Annual Report for a more complete discussion of risk management and market-sensitive instruments.

LIQUIDITY AND CAPITAL RESOURCES

Cash Flows

We meet our operating cash requirements by maintaining liquidity in our investment portfolio, using overall cash flows from premiums, deposits and income received on investments and issuing commercial paper from time to time. We monitor the duration of our investment portfolio of highly marketable debt securities and mortgage loans, and execute purchases and sales of these investments with the objective of having adequate funds available to satisfy our maturing liabilities. Overall cash flows are used primarily for claim and benefit payments, contract withdrawals, operating expenses, share repurchases and shareholder dividends. We maintain a committed short-term borrowing capacity of \$1.5 billion through our revolving credit facility. During the first quarter of 2011, we also used our cash flows to acquire Medicity and repay maturing long-term debt.

Presented below is a condensed statement of cash flows for the three months ended March 31, 2011 and 2010. We present net cash flows used for operating activities and net cash flows provided by investing activities separately for our Large Case Pensions segment because changes in the insurance reserves for the Large Case Pensions segment (which are reported as cash used for operating activities) are funded from the sale of investments (which are reported as cash provided by investing activities). Refer to the Consolidated Statements of Cash Flows on page 4 for additional information.

(Millions)	2011	2010
Cash flows from operating activities		
Health Care and Group Insurance (including Corporate Financing)	\$ 642.0	\$ 901.1
Large Case Pensions	(69.8)	(63.8)
Net cash provided by operating activities	572.2	837.3
Cash flows from investing activities		
Health Care and Group Insurance	(501.4)	(364.3)
Large Case Pensions	94.2	65.5
Net cash used for investing activities	(407.2)	(298.8)
Net cash used for financing activities	(588.2)	(171.7)
Net (decrease) increase in cash and cash equivalents	\$ (423.2)	\$ 366.8

Cash Flow Analysis

Cash flows provided by operating activities for Health Care and Group Insurance were approximately \$642 million for the three months ended March 31, 2011 and \$901 million for the three months ended March 31, 2010. The decrease for the three months ended March 31, 2011 compared with the corresponding period in 2010 is attributable to the timing of collection of pharmacy rebates and other receivables as well as the impact on claim payments of higher pended claim inventory levels in 2010.

During the three months ended March 31, 2011, we acquired Medicity for approximately \$500 million using available resources and repaid the entire \$450 million aggregate principal amount of our 7.875% senior notes due March 2011.

We also repurchased approximately 7 million shares of common stock and 7 million shares of common stock at a cost of approximately \$250 million and \$252 million during the three months ended March 31, 2011 and 2010, respectively. At March 31, 2011, the capacity remaining under our share repurchase program was approximately \$485 million. Refer to Note 12 of the Condensed Notes to Consolidated Financial Statements on page 19 for more information on our share repurchases.

On February 3, 2011, we moved to a quarterly dividend payment cycle and declared a cash dividend of \$.15 per common share that will be paid on April 29, 2011 to shareholders of record at the close of business on April 14, 2011. Declaration and payment of future dividends is at the discretion of our Board and may be adjusted as business needs or market conditions change. Prior to February 2011, our policy had been to pay an annual dividend of \$.04 per share.

Debt

From time to time, we use short-term commercial paper borrowings to address timing differences between cash receipts and disbursements. The maximum amount of commercial paper borrowings outstanding during the three months ended March 31, 2011 was \$260 million.

Our committed short-term borrowing capacity consists of a \$1.5 billion revolving credit facility which terminates in March 2013 (the "Facility"). The Facility also provides for the issuance of letters of credit at our request, up to \$200 million, which count as usage of the available commitments under the Facility. The Facility permits the aggregate commitments under the Facility to be expanded to a maximum of \$2.0 billion upon our agreement with one or more financial institutions. There were no amounts outstanding under the Facility at any time during the three months ended March 31, 2011.

Our debt to capital ratio (calculated as the sum of all short- and long-term debt outstanding ("total debt") divided by the sum of shareholders' equity plus total debt) was approximately 28% at March 31, 2011. We continually monitor existing and alternative financing sources to support our capital and liquidity needs, including, but not limited to, debt issuance, preferred or common stock issuance, reinsurance and pledging or selling of assets.

Interest expense was \$66 million and \$61 million for the three months ended March 31, 2011 and 2010, respectively.

Refer to Note 11 of Condensed Notes to Consolidated Financial Statements beginning on page 18 for additional information on our short-term and long-term debt.

Other Common Stock Transactions

On February 7, 2011, approximately .6 million performance stock units, 1.2 million market stock units and 1.0 million restricted stock units were granted to certain employees. Refer to Note 12 of Condensed Notes to Consolidated Financial Statements on page 19 for additional information.

CRITICAL ACCOUNTING ESTIMATES

Refer to "Critical Accounting Estimates" in our 2010 Annual Report for information on accounting policies that we consider critical in preparing our Consolidated Financial Statements. These policies include significant estimates we make using information available at the time the estimates are made. However, these estimates could change materially if different information or assumptions were used and these estimates may not reflect the actual amounts of the final transactions that occur.

REGULATORY ENVIRONMENT

There were no material changes in the regulation of our business since December 31, 2010. Refer to the "Regulatory Environment" section in our 2010 Annual Report for information on the regulation of our business.

FORWARD-LOOKING INFORMATION/RISK FACTORS

Certain information in this MD&A is forward-looking within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are subject to uncertainties that are outside our control and could cause actual future results to differ materially from those statements. You should not place undue reliance on forward-looking statements, and we disclaim any intention or obligation to update or revise forward-looking statements. The "Forward-Looking Information/Risk Factors" section of our 2010 Annual Report contains a discussion of important risk factors related to our business.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

We have no material changes in exposures to market risk since December 31, 2010. Refer to the information contained in the "Risk Management and Market-Sensitive Instruments" section of the MD&A beginning on page 35 for a discussion of our exposures to market risk.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

We maintain disclosure controls and procedures, which are designed to ensure that information that we are required to disclose in the reports we file or submit under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

An evaluation of the effectiveness of our disclosure controls and procedures as of March 31, 2011 was conducted under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures as of March 31, 2011 were effective and designed to ensure that material information relating to Aetna Inc. and its consolidated subsidiaries would be made known to the Chief Executive Officer and Chief Financial Officer by others within those entities, particularly during the periods when periodic reports under the Exchange Act are being prepared. Refer to the Certifications by our Chief Executive Officer and Chief Financial Officer filed as Exhibits 31.1 and 31.2 to this report.

Changes in Internal Control over Financial Reporting

There has been no change in our internal control over financial reporting, identified in connection with the evaluation of such control that occurred during our most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Part II. Other Information

Item 1. Legal Proceedings

The information contained in Note 14 of Condensed Notes to Consolidated Financial Statements, beginning on page 20 is incorporated herein by reference.

Item 1A. Risk Factors

The information contained under the heading "Forward-Looking Information/Risk Factors" in the MD&A above is incorporated herein by reference.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

The following table provides information about our monthly share repurchases, all of which were purchased as part of a publicly-announced program, for the three months ended March 31, 2011:

Issuer Purchases of Equity Securities				
(Millions, except per share amounts)	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs
January 1, 2011 - January 31, 2011	-	\$ -	-	\$ 735.2
February 1, 2011 - February 28, 2011	3.7	37.64	3.7	595.2
March 1, 2011 - March 31, 2011	3.0	36.70	3.0	485.2
Total	6.7	\$ 37.22	6.7	N/A

On December 3, 2010, our Board of Directors (the “Board”) authorized a share repurchase program for the repurchase of up to \$750 million of our common stock. During the first quarter of 2011, we repurchased approximately 7 million shares of common stock at a cost of approximately \$250 million (approximately \$5 million of these repurchases were settled in early April). At March 31, 2011, we had remaining authorization to repurchase an aggregate of up to approximately \$485 million of common stock under that program.

Item 6. Exhibits

Exhibits to this Form 10-Q are as follows:

10 Material Contracts

- 10.1 Form of Aetna Inc. 2010 Stock Incentive Plan – Restricted Stock Unit Terms of Award (with non-compete provision).**
- 10.2 Form of Aetna Inc. 2010 Stock Incentive Plan – Market Stock Unit Terms of Award. **
- 10.3 Form of Aetna Inc. 2010 Stock Incentive Plan – Performance Stock Unit Terms of Award. **
- 10.4 Form of Aetna Inc. 2010 Stock Incentive Plan – Restricted Stock Unit Terms of Award (2011, with retirement vesting). **
- 10.5 Form of Aetna Inc. 2010 Stock Incentive Plan – Restricted Stock Unit Terms of Award (2011, without retirement vesting). **
- 10.6 Form of Aetna Inc. 2010 Stock Incentive Plan – Stock Appreciation Right Agreement. **

11 Statements re: computation of per share earnings

- 11.1 Computation of per share earnings is incorporated herein by reference to Note 4 of Condensed Notes to Consolidated Financial Statements, beginning on page 6 in this Form 10-Q.

12 Statements re: computation of ratios

- 12.1 Computation of ratio of earnings to fixed charges.

15 Letter re: unaudited interim financial information

- 15.1 Letter from KPMG LLP acknowledging awareness of the use of a report dated April 28, 2011 related to their review of interim financial information.

31 Rule 13a-14(a)/15d-14(a) Certifications

- 31.1 Certification.
- 31.2 Certification.

32 Section 1350 Certifications

- 32.1 Certification.
- 32.2 Certification.

101 XBRL Documents

- 101.INS XBRL Instance Document.
- 101.SCH XBRL Taxonomy Extension Schema.
- 101.CAL XBRL Taxonomy Extension Calculation Linkbase.
- 101.DEF XBRL Taxonomy Extension Definition Linkbase.
- 101.LAB XBRL Taxonomy Extension Label Linkbase.
- 101.PRE XBRL Taxonomy Extension Presentation Linkbase.

** Management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Aetna Inc.

Registrant

Date: April 28, 2011

By /s/ Rajan Parmeswar

Rajan Parmeswar

Vice President, Controller and
Chief Accounting Officer

INDEX TO EXHIBITS

<u>Exhibit Number</u>	<u>Description</u>	<u>Filing Method</u>
10	Material Contracts	
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31.1	Certification.	Electronic
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101.LAB	XBRL Taxonomy Extension Label Linkbase.	Electronic
101.PRE	XBRL Taxonomy Extension Presentation Linkbase.	Electronic



**AETNA INC.
2010 STOCK INCENTIVE PLAN**

RESTRICTED STOCK UNIT TERMS OF AWARD

Pursuant to its 2010 Stock Incentive Plan (the "Plan"), Aetna Inc. (the "Company") hereby grants Restricted Stock Units on the terms and conditions hereinafter set forth. The number of Restricted Stock Units awarded and vesting information are included in the website of the designated broker, currently UBS Financial Services, Inc., and in the Notice of the Restricted Stock Unit Acknowledgement and Acceptance Form, if applicable. All capitalized terms used herein which are not otherwise defined herein shall have the meaning specified in the Plan.

ARTICLE I

DEFINITIONS

- (a) "Affiliate" means an entity at least a majority of the total voting power of the then-outstanding voting securities of which is held, directly or indirectly, by the Company and/or one or more other Affiliates.
- (b) "Board" means the Board of Directors of Aetna Inc.
- (c) "Change in Control" means the happening of any of the following:
 - (i) When any "person" as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and as used in Sections 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) of the Exchange Act but excluding the Company and any Subsidiary thereof and any employee benefit plan sponsored or maintained by the Company or any Subsidiary (including any trustee of such plan acting as trustee), directly or indirectly, becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act, as amended from time to time), of securities of the Company representing 20 percent or more of the combined voting power of the Company's then outstanding securities;
 - (ii) When, during any period of 24 consecutive months, the individuals who, at the beginning of such period, constitute the Board (the "Incumbent Directors") cease for any reason other than death to constitute at least a majority thereof, provided that a director who was not a director at the beginning of such 24-month period shall be deemed to have satisfied such 24-month requirement (and be an Incumbent Director) if such director was elected by, or on the recommendation of or with the approval of, at least two-thirds of the directors who then qualified as Incumbent Directors either actually (because they were directors at the beginning of such 24-month period) or by prior operation of this paragraph (ii); or

- (iii) The occurrence of a transaction requiring stockholder approval for the acquisition of the Company by an entity other than the Company or a Subsidiary through purchase of assets, or by merger, or otherwise.

Notwithstanding the foregoing, in no event shall a “Change in Control” be deemed to have occurred (i) as a result of the formation of a Holding Company, or (ii) with respect to Grantee, if Grantee is part of a “group,” within the meaning of Section 13(d)(3) of the Exchange Act as in effect on the effective date, which consummates the Change in Control transaction. In addition, for purposes of the definition of “Change in Control” a person engaged in business as an underwriter of securities shall not be deemed to be the “Beneficial Owner” of, or to “beneficially own,” any securities acquired through such person’s participation in good faith in a firm commitment underwriting until the expiration of forty days after the date of such acquisition.

- (d) "Committee" means the Board's Committee on Compensation and Organization or any successor thereto.
- (e) "Common Stock" means the Company's Common Shares, \$.01 par value per share.
- (f) "Company" means Aetna Inc.
- (g) "Effective Date" means the date of grant of this award of Restricted Stock Units.
- (h) “Fair Market Value” means the closing price of the Common Stock as reported by the Consolidated Tape of the New York Stock Exchange Listed Shares on the date such value is to be determined, or, if no shares were traded on such date, on the next day on which the Common Stock is traded.
- (i) “Fundamental Corporate Event” shall mean any stock dividend, extraordinary cash dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination, exchange of shares, warrants or rights offering to purchase Common Stock at a price substantially below fair market value, or similar event.
- (j) "Grantee" means the person to whom this award has been granted.
- (k) “Holding Company” means an entity that becomes a holding company for the Company or its businesses as a part of any reorganization, merger, consolidation or other transaction, provided that the outstanding shares of common stock of such entity and the combined voting power of the then outstanding voting securities of such entity entitled to vote generally in the election of directors is, immediately after such reorganization, merger, consolidation or other transaction, beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the voting stock outstanding immediately prior to such reorganization, merger, consolidation or other transaction in substantially the same proportions as their ownership, immediately prior to such reorganization, merger, consolidation or other transaction, of such outstanding voting stock.
- (l) "Long Term Disability" means long-term disability as defined under the terms of the Company's applicable long-term disability plans or policies.

- (m) “Net Shares” means the number of shares of Common Stock which will be deposited in a brokerage account in the Grantee’s name at the Company’s designated broker after shares have been withheld to satisfy applicable tax and withholding requirements upon vesting of the Restricted Stock Units.
- (n) “Plan” means the Aetna Inc. 2010 Stock Incentive Plan.
- (o) “Restricted Period” means the period during which this award of Restricted Stock Units is not vested.
- (p) “Restricted Stock Units” means the number of shares of Common Stock represented by the number of units awarded or such other amount as may result by operation of Article III of this Agreement.
- (q) “Section 409A” means Section 409A of the Internal Revenue Code of 1986, as amended, and the regulation issued thereunder, as may be amended from time to time.
- (r) “Shares of Stock” or “Stock” means the Common Stock.
- (s) "Subsidiary" means an entity of which, at the time such subsidiary status is to be determined, at least 50% of the total combined voting power of all classes of stock of such entity is held by the Company and/or one or more other subsidiaries.
- (s) "Successor" means the legal representative of the estate of a deceased Grantee or the person or persons who shall acquire the right to the Restricted Stock Units by bequest or inheritance or by reason of the death of the Grantee.
- (t) “Vest Date” means the date on which this award of Restricted Stock Units shall vest in accordance with the terms of this Agreement and as set forth on the website of the designated broker and in the Notice of Restricted Stock Unit Grant, if applicable.

ARTICLE II

RESTRICTED PERIOD

Subject to the terms of this Agreement, the Restricted Stock Units will vest in installments on the Vest Date in accordance with the terms of the Plan and this Terms of Award Agreement, or on such date as provided in Article IV or V. On the Vest Date, the Grantee shall vest to one share of Common Stock for each vested Restricted Stock Unit net of applicable taxes and withholding. Such Net Shares will be delivered to the Company’s designated broker, in a brokerage account established in the Grantee’s name.

ARTICLE III

CAPITAL CHANGES

In the event that the Committee shall determine that any Fundamental Corporate Event affects the Common Stock such that an adjustment is required to preserve, or to prevent enlargement of, the benefits or potential benefits made available under this Plan, then the Committee shall, in such manner as the Committee may deem equitable, adjust the number and kind of shares subject to the award of Restricted Stock Units. Additionally, the Committee may make provision for cash payment to a Grantee or the Successor of the Grantee to the extent permitted under Section 409A. However, the number of Restricted Stock Units shall always be a whole number.

ARTICLE IV

CHANGE IN CONTROL

Upon the occurrence of (i) a Change in Control, and (ii) within 24 months thereafter the Company terminates Grantee's Employment without cause, all RSUs, whether or not vested, shall become immediately vested and become payable, provided, however, that, as set forth in the Plan, to the extent the RSUs are considered deferred compensation subject to Section 409A, unless the Change in Control also satisfies the definition of "change in control" under Section 409A, payment shall not be so accelerated but shall occur upon the scheduled Vest Date(s) under Article II.

ARTICLE V

TERMINATION OF EMPLOYMENT

- (a) Except as provided in (f) below, if the Grantee shall die during the Restricted Period, the unvested Restricted Stock Units shall become immediately vested and Net Shares, if any, will be deposited with the Company's designated broker in a brokerage account established in Grantee's name.
- (b) Except as provided in (f) below, if the Grantee shall begin to receive Long Term Disability benefits during the Restricted Period, the unvested Restricted Stock Units shall continue to vest and Net Shares, if any, will be deposited with the Company's designated broker in a brokerage account established in Grantee's name on the scheduled Vest Date(s) under Article II.
- (c) Except as provided in (f) below, if, during the restricted period, Grantee shall cease to be employed by the Company, its Subsidiaries or Affiliates during the Restricted Period, for reason of involuntary termination of employment by the Company, a portion of the Restricted Stock Units shall vest in accordance with the following formula: (i) the number of completed months employed after the Effective Date divided by the number of full months in the restricted period; multiplied by (ii) number of Restricted Stock Units, minus any vested Restricted Stock Units. For purposes of this calculation, a month is complete on the day in the following month that corresponds to the Effective Date (e.g., February 13 to March 13). Net shares, if any, will be deposited with the Company's designated broker in a brokerage account established in Grantee's name on the next scheduled Vest Date under Article II and applicable taxes and withholding will be applied based on the Fair Market Value on that date.

- (d) Except as provided in (e) and (f) below, if the Grantee shall, for a reason other than death, Long-Term Disability, or involuntary termination of employment by the Company, cease to be employed by the Company, its Subsidiaries or Affiliates during the Restricted Period, any unvested Restricted Stock Units shall be forfeited at the time of cessation of employment.
- (e) Except as provided in (a) or (b) or (c) above, any Restricted Stock Unit not vested as of the date Grantee terminates employment shall be forfeited at the time of cessation of employment; provided, however, that if Grantee's employment is terminated by the Company other than for cause and Grantee has not previously, or does not subsequently, vest to any portion of the Restricted Stock Unit in accordance with its terms, then upon the forfeiture of the entire Restricted Stock Unit, the Company will pay Grantee an amount equal to the value of a single share of Common Stock, whether or not the forfeited Restricted Stock Unit related to more than a single share of Common Stock, calculated as of the cessation of employment, if requested by Grantee, within 30 days of such cessation of employment.
- (f) No Restricted Stock Unit will vest after the Company has terminated the employment of the Grantee for cause, unless the Committee, in its sole discretion, deems a payment to be warranted under the particular circumstances. In addition, the Restricted Stock Units will not vest if Grantee has willfully engaged in gross misconduct or other serious impropriety which the Company determines is likely to be damaging or detrimental to the Company, any Subsidiary or Affiliate.
- (g) Employment for purposes of determining the vesting rights of the Grantee and the expiration of the grant under this Article V shall mean continuous full-time salaried employment with the Company, a Subsidiary or an Affiliate, except that the period during which the Grantee is on vacation, sick leave, or other pre-approved leave of absence (provided there is no actual termination of employment), or in receipt of salary continuation or severance pay shall not interrupt the continuous employment of the Grantee. Employment shall also include service with Aetna Foundation, Inc.

ARTICLE VI

EMPLOYEE COVENANTS

- (a) As consideration for this grant of Restricted Stock Units, without prior written consent of the Company:
 - (i) Grantee will not (except to the extent required by an order of a court having competent jurisdiction or under subpoena from an appropriate government agency) use or disclose to any third person, whether during or subsequent to Grantee's employment, any trade secrets, confidential information and proprietary materials, which may include, but are not limited to, the following categories of information and materials: customer lists and identities; provider lists and identities; employee lists and identities; product development and related information; marketing plans and related information; sales plans and related information; premium or other pricing information; operating policies and manuals; research; payment rates; methodologies; procedures; contractual forms; business plans; financial records; computer programs; database; or other financial, commercial, business or technical information related to the Company or any Subsidiary or Affiliate unless such information has been previously disclosed to the public by the Company or has become public knowledge other than by a breach of this Agreement; provided, however, that this limitation shall not

apply to any such use or disclosure made while Grantee is employed by the Company, any Subsidiary or Affiliate if such disclosure occurred in connection with the performance of Grantee's job as an employee of the Company, any Subsidiary or Affiliate;

- (ii) Grantee will not, during and for a period of twelve (12) months following Grantee's termination of employment, directly or indirectly, (a) engage in the ownership (except less than 1% of the outstanding capital stock of any publicly traded company) of, (b) become an employee of, or (c) act as a consultant or contractor to, any competitor of the Company engaged in health care business ("Competitor"). For purposes of this paragraph VI(a)(ii) "Competitor" shall mean the four companies (and their respective subsidiaries and affiliates) on a list provided by the Company to Grantee (the "Specified Entities"). The initial list of Specified Entities shall be provided simultaneously with execution of this Agreement. The Specified Entities may be changed by the Company from time to time (but shall never be more than four) by delivering a new list to Grantee, provided that any change in the list delivered to Grantee within 90 days prior to or at any time after Grantee's termination of employment with the Company shall be null and void. Notwithstanding, if Grantee's employment is terminated by the Company, other than for cause, the length of the noncompetition covenant in this paragraph shall not exceed the length of the severance or salary continuation benefits paid by the Company to Grantee.
- (iii) Grantee will not, during and for a period of 24 months following Grantee's termination of Employment, directly or indirectly induce or attempt to induce any employee to be employed by or to perform services elsewhere;
- (iv) Grantee will not, during and for a period of 24 months following Grantee's termination of Employment, directly or indirectly, induce or attempt to induce any agent or agency, broker, supplier or health care provider of the Company or any Subsidiary to cease or curtail providing services to the Company or any Subsidiary; and
- (v) Grantee will not, during and for a period of 24 months following Grantee's termination of Employment, directly or indirectly solicit or attempt to solicit the trade of any individual or entity which, at the time of such solicitation, is a customer of the Company, any Subsidiary or Affiliate, or which the Company, any Subsidiary or Affiliate is undertaking reasonable steps to procure as a customer at the time of or immediately preceding termination of Employment; provided, however, that this limitation shall only apply to any product or service which is in competition with a product or service of the Company, any Subsidiary or Affiliate and shall apply only with respect to a customer or prospective customer with whom the Grantee has been directly or indirectly involved.

In addition:

- (vi) Following the termination of Grantee's Employment, Grantee shall provide assistance to and shall cooperate with the Company or a Subsidiary or Affiliate, upon its reasonable request and without additional compensation, with respect to matters within the scope of Grantee's duties and responsibilities during Employment, provided that any reasonable out-of-pocket expenses Grantee incurs in connection with any assistance Grantee has been requested to provide under this provision for items including, but not limited to, transportation, meals, lodging and telephone, shall be reimbursed by the Company. The Company agrees and acknowledges that it shall, to the maximum extent possible under the then prevailing circumstances, coordinate, or cause a Subsidiary or Affiliate to coordinate, any such request with Grantee's other commitments and responsibilities to minimize the degree to which such request interferes with such commitments and responsibilities; and
- (vii) Grantee shall promptly notify the Company's General Counsel if Grantee is contacted by a regulatory or self-regulatory agency with respect to matters pertaining to the Company or by an attorney or other individual who informs the Grantee that he/she has filed, intends to file, or is considering filing a claim or complaint against the Company.
- (viii) Grantee acknowledges that all original works of authorship that are created by Grantee (solely or jointly with others) within the scope of Grantee's employment which are protectable by copyright are "works made for hire" as that term is defined in the United States Copyright Act (17 U.S.C., Section 101). Grantee further acknowledges that while employed by the Company, Grantee may develop ideas, inventions, discoveries, innovations, procedures, methods, know-how or other works which relate to the Company's current or are reasonably expected to relate to the Company's future business that may be patentable or subject to trade secret protection. Grantee agrees that all such works of authorship, ideas, inventions, discoveries, innovations, procedures, methods, know-how and other works shall belong exclusively to the Company, and the Grantee hereby assigns all right, title, and interest therein to the Company.

To the extent any of the foregoing works may be patentable, Grantee agrees that the Company may file and prosecute any application for patents for such works and that the Grantee will, on request, execute assignments to the Company relating to (and take all such further steps as may be reasonably necessary to perfect the Company's sole and exclusive ownership of) any such application and any patents resulting therefrom.

- (b) If any provision of Article VI (a) is determined by a court of competent jurisdiction not to be enforceable in the manner set forth herein, the Company and Grantee agree that it is the intention of the parties that such provision should be enforceable to the maximum extent possible under applicable law and that such court shall reform such provision to make it enforceable in accordance with the intent of the parties.

(c) Grantee acknowledges that a material part of the inducement for the Company to grant the Restricted Stock Units is Grantee's covenants set forth in Article VI (a) and that the covenants and obligations of Grantee with respect to noncompetition, nondisclosure, non-solicitation and cooperation relate to special, unique and extraordinary matters and that a violation of any of the terms of such covenants and obligations will cause the Company irreparable injury for which adequate remedies are not available at law. Therefore, Grantee agrees that, if Grantee shall breach any of those covenants or obligations, Grantee shall not be entitled to vest in the Restricted Stock or be entitled to retain any income therefrom and the Company shall be entitled to an injunction, restraining order or such other equitable relief (without the requirement to post bond) restraining Grantee from committing any violation of the covenants and obligations contained in Article VI. The Company also shall be entitled to recover any attorneys' fees, costs, and expenses it incurs in connection with any judicial proceeding arising out of Grantee's breach of this Agreement. The remedies in the preceding sentences are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity as a court or arbitrator shall reasonably determine.

(d) Employment Dispute Arbitration Program - Mandatory Binding Arbitration of Employment Disputes.

(i) Except as otherwise specified in this Agreement, the Grantee and the Company agree that all employment-related legal disputes between them will be submitted to and resolved by binding arbitration, and neither the Grantee nor the Company will file or participate as an individual party or member of a class in a lawsuit in any court against the other with respect to such matters. This shall apply to claims brought on or after the date the Grantee accepts this Agreement, even if the facts and circumstances relating to the claim occurred prior to that date and regardless of whether the Grantee or the Company previously filed a complaint/charge with a government agency concerning the claim.

For purposes of Article VI (d) of this Agreement, "the Company" includes Aetna Inc., its Subsidiaries and Affiliates, their predecessors, successors and assigns, and those acting as representatives or agents of those entities. **THE GRANTEE UNDERSTANDS THAT, WITH RESPECT TO CLAIMS SUBJECT TO THE ARBITRATION REQUIREMENT, ARBITRATION REPLACES THE RIGHT OF THE GRANTEE AND THE COMPANY TO SUE OR PARTICIPATE IN A LAWSUIT. THE GRANTEE ALSO UNDERSTANDS THAT IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY, AND THE DECISION OF THE ARBITRATOR IS FINAL AND BINDING.**

(ii) **THE GRANTEE UNDERSTANDS THAT THE ARBITRATION PROVISIONS OF THIS AGREEMENT AFFECT THE LEGAL RIGHTS OF THE GRANTEE AND THE COMPANY AND ACKNOWLEDGES THAT THE GRANTEE HAS BEEN ADVISED TO, AND HAS BEEN GIVEN THE OPPORTUNITY TO, OBTAIN LEGAL ADVICE BEFORE SIGNING THIS AGREEMENT.**

(iii) Article VI (d) of this Agreement does not apply to workers' compensation claims, unemployment compensation claims, and claims under the Employee Retirement Income Security Act of 1974 ("ERISA") for employee benefits. A dispute as to whether Article VI

(d) of this Agreement applies must be submitted to the binding arbitration process set forth in this Agreement.

- (iv) The Grantee and/or the Company may seek emergency or temporary injunctive relief from a court (including with respect to claims arising out of Article VI (a) in accordance with applicable law). However, except as provided in Article VI (c) of this Agreement, after the court has issued a ruling concerning the emergency or temporary injunctive relief, the Grantee and the Company shall be required to submit the dispute to binding arbitration pursuant to this Agreement.
- (v) Unless otherwise agreed, the arbitration will be administered by the American Arbitration Association (the "AAA") and will be conducted pursuant to the AAA's Employment Arbitration Rules and Mediation Procedures (the "Rules"), as modified in this Agreement, in effect at the time the request for arbitration is filed. The AAA's Rules are available on the AAA's website at www.adr.org. THE GRANTEE ACKNOWLEDGES THAT THE COMPANY HAS ENCOURAGED THE GRANTEE TO READ THESE RULES PROMPTLY AND CAREFULLY AND THAT THE GRANTEE HAS BEEN AFFORDED SUFFICIENT OPPORTUNITY TO DO SO.
- (vi) If the Company initiates a request for arbitration, the Company will pay all of the administrative fees and costs charged by the AAA, including the arbitrator's compensation and charges for hearing room rentals, etc. If the Grantee initiates a request for arbitration or submits a counterclaim to the Company's request for arbitration, the Grantee shall be required to contribute One Hundred Dollars (\$100.00) to those administrative fees and costs, payable to the AAA at the time the Grantee's request for arbitration or counterclaim is submitted. The Company may increase the contribution amount in the future without amending this Agreement, but not to exceed the maximum permitted under the AAA rules then in effect. In all cases, the Grantee and the Company shall be responsible for payment of any fees assessed by the arbitrator as a result of that party's delay, request for postponement, failure to comply with the arbitrator's rulings and for other similar reasons.
- (vii) The Grantee and the Company may choose to be represented by legal counsel in the arbitration process and shall be responsible for their own legal fees, expenses and costs. However, the arbitrator shall have the same authority as a court to order the Grantee or the Company to pay some or all of the other's legal fees, expenses and costs, in accordance with applicable law.
- (viii) Unless otherwise agreed, there shall be a single arbitrator, selected by the Grantee and the Company from a list of qualified neutrals furnished by the AAA. If the Grantee and the Company cannot agree on an arbitrator, one will be selected by the AAA.
- (ix) Unless otherwise agreed, the arbitration hearing will take place in the city where the Grantee works or last worked for the Company. If the Grantee and the Company disagree as to the proper locale, the AAA will decide.
- (x) The Grantee and the Company shall be entitled to conduct limited pre-hearing discovery. Each may take the deposition of one person and anyone designated by the other as an expert witness. The party taking the deposition shall be responsible for all associated costs, such as the cost of a court reporter and the cost of an original transcript. Each party also has the right

to submit one set of ten written questions (including subparts) to the other party, which must be answered under oath, and to request and obtain all documents on which the other party relies in support of its answers to the written questions. Additional discovery may be permitted by the arbitrator upon a showing that it is necessary for that party to have a fair opportunity to present a claim or defense.

- (xi) The arbitrator shall apply the same substantive law that would apply if the matter were heard by a court and shall have the authority to order the same remedies (but no others) as would be available in a court proceeding. The time limits for requesting arbitration or submitting a counterclaim and the administrative prerequisites for filing an arbitration claim or counterclaim are the same as they would be in a court proceeding. The arbitrator shall consider and decide any dispositive motions (motions seeking a decision on some or all of the claims or counterclaims without an arbitration hearing) filed by any party.
 - (xii) All proceedings, including the arbitration hearing and decision, are private and confidential, unless otherwise required by law. Arbitration decisions may not be published or publicized without the consent of both the Grantee and the Company.
 - (xiii) Unless otherwise agreed, the arbitrator's decision will be in writing with a brief summary of the arbitrator's opinion.
 - (xiv) The arbitrator's decision is final and binding on the Grantee and the Company. After the arbitrator's decision is issued, the Grantee or the Company may obtain an order of judgment from a court and may obtain a court order enforcing the decision. The arbitrator's decision may be appealed to the courts only under the limited circumstances provided by law.
 - (xv) If the Grantee previously signed an agreement, including but not limited to an employment agreement, containing arbitration provisions, those provisions are superseded by the arbitration provisions of this Agreement.
 - (xvi) If any provision of Article VI (d) is found to be void or otherwise unenforceable, in whole or in part, this shall not affect the validity of the remainder of Article VI (d) and the remainder of the Agreement. All other provisions shall remain in full force and effect.
- (e) Except as provided in connection with mandatory binding arbitration of employment disputes, Grantee hereby submits to the exclusive jurisdiction of the courts of the State of Connecticut and the United States District Court for the District of Connecticut with respect to any action relating to this Agreement, and agrees that (i) the sole and exclusive appropriate venue for any suit or proceeding relating to this Agreement shall be in such court, and (ii) hereby waives any and all objections and defenses based on forum, venue or personal or subject matter jurisdiction as they may relate to a suit or proceeding brought before such court in accordance with the Agreement.

For purposes of this Article VI, the term "Employment" shall refer to active employment with the Company, any Subsidiary or Affiliate, and shall not include salary continuation or severance periods.

ARTICLE VII

OTHER TERMS

- (a) Nothing in this Agreement shall interfere with or limit in any way the right of the Company or any Subsidiary or Affiliate to terminate the Grantee's employment at any time. Neither the execution and delivery hereof nor the granting of the Award shall constitute or be evidence of any agreement or understanding, express or implied, on the part of the Company or any of its Subsidiaries to employ or continue the employment of the Grantee for any period.
- (b) Until the Restricted Stock Units have become vested, Grantee shall not have any rights as a stockholder (including the right to payment of dividends) by virtue of this grant of Restricted Stock Units.
- (c) During the Restricted Period, the Restricted Stock Units shall be nontransferable and non-assignable except by will or the laws of descent and distribution.
- (d) The award will be settled on a net basis. Prior to issuing any Common Shares, the Company will withhold an amount sufficient to satisfy federal, state, local, social security and Medicare withholding tax requirements relating to award. Any social security calculation or other adjustments discovered after net share payment will be settled in cash, not in Shares of Common Stock. Vesting will result in taxable compensation reportable on the Grantee's W-2 in year of vesting.
- (e) The Company may from time to time adopt stock ownership requirements applicable to Grantees who are senior managers of the Company. In connection with and for the purpose of implementing those ownership requirements, the Company may adopt certain restrictions on the ability of a Grantee to sell shares issued under this Agreement which such ownership requirements have not been satisfied. Any such restriction on sale will be communicated generally to affected Grantees and the restriction may be modified by the Company from time to time, at its discretion. Neither the Company nor its Board of Directors shall have any obligation or liability to a Grantee in connection with any such restriction
- (f) This Restricted Stock Unit is an unfunded obligation of the Company and nothing in this Agreement shall be construed to create any claim against particular assets or require the Company to segregate or otherwise set aside any assets or create any fund to meet its obligations hereunder.
- (g) Anything herein to the contrary notwithstanding, a Grantee whose Restricted Stock Units have been forfeited as a result of termination of employment due to U.S. Military Service and who is later re-employed (in a full-time active status) after discharge within the time period set in 38 U.S.C. Section 4312 will be eligible to have the forfeited Restricted Stock Units reinstated as follows: (i) if such Grantee is re-employed during the Restricted Period, all forfeited Restricted Stock Units shall be reinstated; or (ii) if such Grantee is re-employed after the Restricted Period, a cash payment will be made to the Grantee, minus applicable taxes, for the value of the forfeited Restricted Stock Units on the Vest Date pursuant to procedures established by the Company for this purpose.

- (h) If any provision of this Agreement would cause Grantee to incur any additional tax or interest under Section 409A, the Company may reform such provision (including an amendment retroactive to the Effective Date to the extent permissible) to comply with Section 409A.
- (i) If the Company reasonably anticipates that the Company's tax deduction with respect to the payment upon vesting of the Restricted Stock Units would be limited or eliminated by application of Section 162(m) of the Internal Revenue Code, the Company may elect, in accordance with Section 409A, to delay the payment of such Restricted Stock Units to the earliest date in which the Company anticipates that its tax deduction for such payment will not be limited or eliminated.
- (j) This Agreement is subject to the 2010 Stock Incentive Plan heretofore adopted by the Company and approved by its shareholders. The terms and provisions of the Plan (including any subsequent amendments thereto) are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.
- (k) Voluntary Deferral. At such times and upon such terms and conditions as the Company shall determine, in accordance with the terms of the Plan and Section 409A, the Company may permit eligible Grantees to elect to defer the distribution of an Award otherwise payable to the Grantee under this Agreement until termination of the Grantee's Employment or such other date Company shall permit.
- (l) This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to its choice of law provisions.

I have read the Restricted Stock Unit Agreement. I accept the Restricted Stock Unit award and agree to be bound by all of its terms and conditions, including mandatory binding arbitration of employment related disputes and, if applicable, any other provisions of Article VI.



**AETNA INC.
2010 STOCK INCENTIVE PLAN**

MARKET STOCK UNIT TERMS OF AWARD

Pursuant to its 2010 Stock Incentive Plan (the "Plan"), Aetna Inc. (the "Company") hereby grants Market Stock Units on the terms and conditions hereinafter set forth. The number of Market Stock Units awarded is included in the website of the designated broker, currently UBS Financial Services, Inc., and in the Notice of the Market Stock Unit Grant Acknowledgement and Acceptance Form. All capitalized terms used herein which are not otherwise defined herein shall have the meaning specified in the Plan.

ARTICLE I

DEFINITIONS

- (a) "Affiliate" means an entity at least a majority of the total voting power of the then-outstanding voting securities of which is held, directly or indirectly, by the Company and/or one or more other Affiliates.
- (b) "Board" means the Board of Directors of Aetna Inc.
- (c) "Change in Control" means the happening of any of the following:
 - (i) When any "person" as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and as used in Sections 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) of the Exchange Act but excluding the Company and any Subsidiary thereof and any employee benefit plan sponsored or maintained by the Company or any Subsidiary (including any trustee of such plan acting as trustee), directly or indirectly, becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act, as amended from time to time), of securities of the Company representing 20 percent or more of the combined voting power of the Company's then outstanding securities;
 - (ii) When, during any period of 24 consecutive months, the individuals who, at the beginning of such period, constitute the Board (the "Incumbent Directors") cease for any reason other than death to constitute at least a majority thereof, provided that a director who was not a director at the beginning of such 24-month period shall be deemed to have satisfied such 24-month requirement (and be an Incumbent Director) if such director was elected by, or on the recommendation of or with the approval of, at least two-thirds of the directors who then qualified as Incumbent Directors either actually (because they were directors at the beginning of such 24-month period) or by prior operation of this paragraph (ii); or
 - (iii) The occurrence of a transaction requiring stockholder approval for the acquisition of the Company by an entity other than the Company or a Subsidiary through purchase of assets, or by merger, or otherwise.

Notwithstanding the foregoing, in no event shall a “Change in Control” be deemed to have occurred (i) as a result of the formation of a Holding Company, or (ii) with respect to Grantee, if Grantee is part of a “group,” within the meaning of Section 13(d)(3) of the Exchange Act as in effect on the effective date, which consummates the Change in Control transaction. In addition, for purposes of the definition of “Change in Control” a person engaged in business as an underwriter of securities shall not be deemed to be the “Beneficial Owner” of, or to “beneficially own,” any securities acquired through such person’s participation in good faith in a firm commitment underwriting until the expiration of forty days after the date of such acquisition.

- (d) "Committee" means the Board's Committee on Compensation and Organization or any successor thereto.
- (e) "Common Stock" means the Company's Common Shares, \$.01 par value per share.
- (f) "Company" means Aetna Inc.
- (g) "Effective Date" means the date of grant of this award of Market Stock Units.
- (h) "Fair Market Value" means the closing price of the Common Stock as reported by the Consolidated Tape of the New York Stock Exchange Listed Shares on the date such value is to be determined, or, if no shares were traded on such date, on the next day on which the Common Stock is traded.
- (i) “Fundamental Corporate Event” shall mean any stock dividend, extraordinary cash dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination, exchange of shares, warrants or rights offering to purchase Common Stock at a price substantially below fair market value, or similar event.
- (j) "Grantee" means the person to whom this award has been granted.
- (k) “Holding Company” means an entity that becomes a holding company for the Company or its businesses as a part of any reorganization, merger, consolidation or other transaction, provided that the outstanding shares of common stock of such entity and the combined voting power of the then outstanding voting securities of such entity entitled to vote generally in the election of directors is, immediately after such reorganization, merger, consolidation or other transaction, beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the voting stock outstanding immediately prior to such reorganization, merger, consolidation or other transaction in substantially the same proportions as their ownership, immediately prior to such reorganization, merger, consolidation or other transaction, of such outstanding voting stock.
- (l) "Long Term Disability" means long-term disability as defined under the terms of the Company's applicable long-term disability plans or policies.
- (m) “Net Shares” means the number of shares of Common Stock which will be deposited in a brokerage account in the Grantee’s name at the Company’s designated broker after shares have been withheld to satisfy applicable tax and withholding requirements upon vesting of the Market Stock Units.

- (n) "Performance Period" means the [] month period following the Effective Date.
- (o) "Market Stock Units" means the number of units awarded that will convert to a number of shares of Common Stock based on the operation of Article II of this Agreement, or such other amount as may result by operation of Article III of this Agreement.
- (p) "Plan" means the Aetna Inc. 2010 Stock Incentive Plan.
- (q) "Retirement" means the termination of employment of a Grantee from active service with the Company, a Subsidiary or Affiliate provided the Grantee's age and completed years of service total 65 or more points at termination of employment.
- (r) "Section 162(m)" means Section 162(m) of the Internal Revenue Code of 1986, as amended, and the regulation issued thereunder, as may be amended from time to time.
- (s) "Section 409A" means Section 409A of the Internal Revenue Code of 1986, as amended, and the regulation issued thereunder, as may be amended from time to time.
- (t) "Shares of Stock" or "Stock" means the Common Stock.
- (u) "Subsidiary" means an entity of which, at the time such subsidiary status is to be determined, at least 50% of the total combined voting power of all classes of stock of such entity is held by the Company and/or one or more other subsidiaries.
- (v) "Successor" means the legal representative of the estate of a deceased Grantee or the person or persons who shall acquire the right to the Market Stock Units by bequest or inheritance or by reason of the death of the Grantee.
- (w) "Vest Date" means the date on which this award of Market Stock Units shall vest in accordance with the terms of this Agreement and in the Notice of Market Stock Unit Grant.
- (x) "Vest Date Fair Market Value" means the average closing price of the Common Stock as reported by the Consolidated Tape of the New York Stock Exchange Listed Shares for the 29 trading days prior to the Vest Date and the Vest Date, or, if no shares were traded on such Vest Date, for the 30 trading days prior to the Vest Date.

ARTICLE II

PERFORMANCE PERIOD & AWARD CONVERSION

Subject to the terms of this Agreement, the Market Stock Units will vest, as of the Vest Date, in accordance with the terms of the Plan and this Terms of Award Agreement, or on such earlier date as provided in Article IV. On the Vest Date the Grantee shall vest in a number of shares of Common Stock for each vested Market Stock Unit based on the formula below, net of applicable taxes and withholding. Such Net Shares will be delivered to the Company's designated broker, in a brokerage account established in the Grantee's name after the Vest Date. To the extent Section 162(m) is applicable to a Grantee, for shares to vest the Committee must also determine that the performance goal set forth on Exhibit A is met. If the Committee determines that the performance goal is not met at the minimum level, as applicable, no shares will vest.

The number of shares of Common Stock that each Market Stock Unit will convert and be awarded to you on the Vest Date, net of applicable taxes, shall be determined in accordance with the following formula:

(Number of Market Stock Units granted)

Multiplied by

((the Vest Date Fair Market Value) divided by (the Grant Date Fair Market Value))

Up to a maximum of 1.5 shares of Common Stock per Market Stock Unit.

Any social security calculation or other adjustments discovered after the payment of Net Shares will be settled in cash, not in Common Stock.

ARTICLE III

CAPITAL CHANGES

In the event that the Committee shall determine that any Fundamental Corporate Event affects the Common Stock such that an adjustment is required to preserve, or to prevent enlargement of, the benefits or potential benefits made available under this Plan, then the Committee shall, in such manner as the Committee may deem equitable, adjust the number and kind of shares subject to the award of Market Stock Units.

Additionally, the Committee may make provision for cash payment to a Grantee or the Successor of the Grantee to the extent permitted under Section 409A. However, the number of Market Stock Units shall always be a whole number.

ARTICLE IV

CHANGE IN CONTROL

Notwithstanding any other provision of this Agreement to the contrary, upon the occurrence of a Change in Control, the Market Stock Units not previously forfeited pursuant to this Terms of Award Agreement shall become immediately vested and convert to a number of shares of Common Stock based on the formula in Article II but such formula shall use the Fair Market Value on the date on which the Change in Control occurs rather than the Vest Date Fair Market Value. Net Shares will be payable on the Vest Date, provided however, if within the 24 month period following the Change in Control the Company terminates Grantee's employment without cause, the Net Shares will become payable as of such termination of employment date. If an award is considered deferred compensation subject to Section 409A, the award will vest but the Change in Control will not accelerate the payment of the Market Stock Units unless the Change in Control also meets the definition of change in control set forth in Treasury Regulation Section 1.409A-3(i)(5).

ARTICLE V

TERMINATION OF EMPLOYMENT

- (a) Except as provided in (c) below, if, during the Performance Period, Grantee shall cease to be employed by the Company, its Subsidiaries or Affiliates, for reason of death, Long-term Disability, Retirement or involuntary termination of employment by the Company, the portion of the Market Stock Units that may vest on the Vest Date, if any, shall be calculated in accordance with the following formula: (i) the number of completed months employed commencing on the first day of the Performance Period divided by the number of months in the Performance Period; multiplied by (ii) the number of Market Stock Units that otherwise would have vested under the term of this Agreement had the Grantee remained actively employed through the Vest Date.
- (b) Except as provided in (a) above, any Market Stock Unit not vested as of the date Grantee terminates employment shall be forfeited at the time of cessation of employment; provided, however, that if Grantee's employment is terminated by the Company other than for cause and Grantee has not previously, or does not subsequently, vest to any portion of the Market Stock Unit in accordance with its terms, then upon the forfeiture of the entire Market Stock Unit, the Company will pay Grantee an amount equal to the value of a single share of Common Stock, whether or not the forfeited Market Stock Unit related to more than a single share of Common Stock, calculated as of the cessation of employment, if requested by Grantee, within 30 days of such cessation of employment.
- (c) No Market Stock Unit will vest after the Company has terminated the employment of the Grantee for cause, unless the Committee, in its sole discretion, deems a payment to be warranted under the particular circumstances. In addition, the Market Stock Units will not vest if Grantee has willfully engaged in gross misconduct or other serious impropriety which the Company determines is likely to be damaging or detrimental to the Company, any Subsidiary or Affiliate.
- (d) Employment for purposes of determining the vesting rights of the Grantee and the expiration of the grant under this Article V shall mean continuous active full-time salaried employment with the Company, a Subsidiary or an Affiliate, except that the period during which the Grantee is on vacation, sick leave, or other pre-approved leave of absence (provided there is no actual termination of employment), shall not interrupt the continuous employment of the Grantee. Employment shall also include service with Aetna Foundation, Inc. Notwithstanding any period during which Grantee receives salary continuation or severance shall not be considered as part of the continuous employment of the Grantee.

ARTICLE VI

EMPLOYEE COVENANTS

- (a) As consideration for this grant of Market Stock Units, without prior written consent of the Company:
 - (i) Grantee will not (except to the extent required by an order of a court having competent jurisdiction or under subpoena from an appropriate government agency) use or disclose to any third person, whether during or subsequent to Grantee's employment, any trade secrets, confidential information and proprietary materials, which may include, but are not limited to, the following categories of information and materials: customer lists and identities; provider lists and identities; employee lists and identities; product development and related information; marketing plans and related

information; sales plans and related information; premium or other pricing information; operating policies and manuals; research; payment rates; methodologies; procedures; contractual forms; business plans; financial records; computer programs; database; or other financial, commercial, business or technical information related to the Company or any Subsidiary or Affiliate unless such information has been previously disclosed to the public by the Company or has become public knowledge other than by a breach of this Agreement; provided, however, that this limitation shall not apply to any such use or disclosure made while Grantee is employed by the Company, any Subsidiary or Affiliate if such disclosure occurred in connection with the performance of Grantee's job as an employee of the Company, any Subsidiary or Affiliate;

- (ii) Grantee will not, during and for a period of 12 months or 24 months for executive tier employees (the executive tier status determined as of the effective date of this grant) following Grantee's termination of Employment, directly or indirectly induce or attempt to induce any employee to be employed or perform services elsewhere;
- (iii) Grantee will not, during and for a period of 12 months or 24 months for executive tier employees (the executive tier status determined as of the effective date of this grant) following Grantee's termination of Employment, directly or indirectly, induce or attempt to induce any agent or agency, broker, supplier or health care provider of the Company or any Subsidiary to cease or curtail providing services to the Company or any Subsidiary; and
- (iv) Grantee will not, during and for a period of 12 months or 24 months for executive tier employees (the executive tier status determined as of the effective date of this grant) following Grantee's termination of Employment, directly or indirectly solicit or attempt to solicit the trade of any individual or entity which, at the time of such solicitation, is a customer of the Company, any Subsidiary or Affiliate, or which the Company, any Subsidiary or Affiliate is undertaking reasonable steps to procure as a customer at the time of or immediately preceding termination of Employment; provided, however, that this limitation shall only apply to any product or service which is in competition with a product or service of the Company, any Subsidiary or Affiliate and shall apply only with respect to a customer or prospective customer with whom the Grantee has been directly or indirectly involved.

In addition:

- (v) Following the termination of Grantee's Employment, Grantee shall provide assistance to and shall cooperate with the Company or a Subsidiary or Affiliate, upon its reasonable request and without additional compensation, with respect to matters within the scope of Grantee's duties and responsibilities during Employment, provided that any reasonable out-of-pocket expenses Grantee incurs in connection with any assistance Grantee has been requested to provide under this provision for items including, but not limited to, transportation, meals, lodging and telephone, shall be reimbursed by the Company. The Company agrees and acknowledges that it shall, to the maximum extent possible under the then prevailing circumstances, coordinate, or cause a Subsidiary or Affiliate to coordinate, any such request with Grantee's other commitments and responsibilities to minimize the degree to which such request interferes with such commitments and responsibilities; and
- (vi) Grantee shall promptly notify the Company's General Counsel if Grantee is contacted by a regulatory or self-regulatory agency with respect to matters pertaining to the Company or by an

attorney or other individual who informs the Grantee that he/she has filed, intends to file, or is considering filing a claim or complaint against the Company.

- (vii) Grantee acknowledges that all original works of authorship that are created by Grantee (solely or jointly with others) within the scope of Grantee's employment which are protectable by copyright are "works made for hire" as that term is defined in the United States Copyright Act (17 U.S.C., Section 101). Grantee further acknowledges that while employed by the Company, Grantee may develop ideas, inventions, discoveries, innovations, procedures, methods, know-how or other works which relate to the Company's current or are reasonably expected to relate to the Company's future business that may be patentable or subject to trade secret protection. Grantee agrees that all such works of authorship, ideas, inventions, discoveries, innovations, procedures, methods, know-how and other works shall belong exclusively to the Company, and the Grantee hereby assigns all right, title, and interest therein to the Company.

To the extent any of the foregoing works may be patentable, Grantee agrees that the Company may file and prosecute any application for patents for such works and that the Grantee will, on request, execute assignments to the Company relating to (and take all such further steps as may be reasonably necessary to perfect the Company's sole and exclusive ownership of) any such application and any patents resulting therefrom.

- (b) If any provision of Article VI (a) is determined by a court of competent jurisdiction not to be enforceable in the manner set forth herein, the Company and Grantee agree that it is the intention of the parties that such provision should be enforceable to the maximum extent possible under applicable law and that such court shall reform such provision to make it enforceable in accordance with the intent of the parties.
- (c) Grantee acknowledges that a material part of the inducement for the Company to grant the Market Stock Units is Grantee's covenants set forth in Article VI (a) and that the covenants and obligations of Grantee with respect to nondisclosure, non-solicitation and cooperation relate to special, unique and extraordinary matters and that a violation of any of the terms of such covenants and obligations will cause the Company irreparable injury for which adequate remedies are not available at law. Therefore, Grantee agrees that, if Grantee shall breach any of those covenants or obligations, Grantee shall not be entitled to vest in the Market Stock or be entitled to retain any income therefrom and the Company shall be entitled to an injunction, restraining order or such other equitable relief (without the requirement to post bond) restraining Grantee from committing any violation of the covenants and obligations contained in Article VI. The Company also shall be entitled to recover any attorneys' fees, costs, and expenses it incurs in connection with any judicial proceeding arising out of Grantee's breach of this Agreement. The remedies in the preceding sentences are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity as a court or arbitrator shall reasonably determine.
- (d) Employment Dispute Arbitration Program - Mandatory Binding Arbitration of Employment Disputes.
 - (i) Except as otherwise specified in this Agreement, the Grantee and the Company agree that all employment-related legal disputes between them will be submitted to and resolved by binding arbitration, and neither the Grantee nor the Company will file or participate as an individual party or member of a class in a lawsuit in any court against the other with respect to such matters. This shall apply to claims brought on or after the date the Grantee accepts this Agreement, even if the facts and circumstances relating to the claim occurred prior to that date and regardless of whether the Grantee or the Company previously filed a complaint/charge with a government agency concerning the claim.

For purposes of Article VI (d) of this Agreement, “the Company” includes Aetna Inc., its Subsidiaries and Affiliates, their predecessors, successors and assigns, and those acting as representatives or agents of those entities. THE GRANTEE UNDERSTANDS THAT, WITH RESPECT TO CLAIMS SUBJECT TO THE ARBITRATION REQUIREMENT, ARBITRATION REPLACES THE RIGHT OF THE GRANTEE AND THE COMPANY TO SUE OR PARTICIPATE IN A LAWSUIT. THE GRANTEE ALSO UNDERSTANDS THAT IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY, AND THE DECISION OF THE ARBITRATOR IS FINAL AND BINDING.

- (ii) THE GRANTEE UNDERSTANDS THAT THE ARBITRATION PROVISIONS OF THIS AGREEMENT AFFECT THE LEGAL RIGHTS OF THE GRANTEE AND THE COMPANY AND ACKNOWLEDGES THAT THE GRANTEE HAS BEEN ADVISED TO, AND HAS BEEN GIVEN THE OPPORTUNITY TO, OBTAIN LEGAL ADVICE BEFORE SIGNING THIS AGREEMENT.
- (iii) Article VI (d) of this Agreement does not apply to workers’ compensation claims, unemployment compensation claims, and claims under the Employee Retirement Income Security Act of 1974 (“ERISA”) for employee benefits. A dispute as to whether Article VI (d) of this Agreement applies must be submitted to the binding arbitration process set forth in this Agreement.
- (iv) The Grantee and/or the Company may seek emergency or temporary injunctive relief from a court (including with respect to claims arising out of Article VI (a) in accordance with applicable law). However, except as provided in Article VI (c) of this Agreement, after the court has issued a ruling concerning the emergency or temporary injunctive relief, the Grantee and the Company shall be required to submit the dispute to binding arbitration pursuant to this Agreement.
- (v) Unless otherwise agreed, the arbitration will be administered by the American Arbitration Association (the “AAA”) and will be conducted pursuant to the AAA’s Employment Arbitration Rules and Mediation Procedures (the “Rules”), as modified in this Agreement, in effect at the time the request for arbitration is filed. The AAA’s Rules are available on the AAA’s website at www.adr.org. THE GRANTEE ACKNOWLEDGES THAT THE COMPANY HAS ENCOURAGED THE GRANTEE TO READ THESE RULES PROMPTLY AND CAREFULLY AND THAT THE GRANTEE HAS BEEN AFFORDED SUFFICIENT OPPORTUNITY TO DO SO.
- (vi) If the Company initiates a request for arbitration, the Company will pay all of the administrative fees and costs charged by the AAA, including the arbitrator’s compensation and charges for hearing room rentals, etc. If the Grantee initiates a request for arbitration or submits a counterclaim to the Company’s request for arbitration, the Grantee shall be required to contribute One Hundred Dollars (\$100.00) to those administrative fees and costs, payable to the AAA at the time the Grantee’s request for arbitration or counterclaim is submitted. The Company may increase the contribution amount in the future without amending this Agreement, but not to exceed the maximum permitted under the AAA rules then in effect. In all cases, the Grantee and the Company shall be responsible for payment of any fees assessed by the arbitrator as a result of that party’s delay, request for postponement, failure to comply with the arbitrator’s rulings and for other similar reasons.
- (vii) The Grantee and the Company may choose to be represented by legal counsel in the arbitration process and shall be responsible for their own legal fees, expenses and costs. However, the

arbitrator shall have the same authority as a court to order the Grantee or the Company to pay some or all of the other's legal fees, expenses and costs, in accordance with applicable law.

- (viii) Unless otherwise agreed, there shall be a single arbitrator, selected by the Grantee and the Company from a list of qualified neutrals furnished by the AAA. If the Grantee and the Company cannot agree on an arbitrator, one will be selected by the AAA.
- (ix) Unless otherwise agreed, the arbitration hearing will take place in the city where the Grantee works or last worked for the Company. If the Grantee and the Company disagree as to the proper locale, the AAA will decide.
- (x) The Grantee and the Company shall be entitled to conduct limited pre-hearing discovery. Each may take the deposition of one person and anyone designated by the other as an expert witness. The party taking the deposition shall be responsible for all associated costs, such as the cost of a court reporter and the cost of an original transcript. Each party also has the right to submit one set of ten written questions (including subparts) to the other party, which must be answered under oath, and to request and obtain all documents on which the other party relies in support of its answers to the written questions. Additional discovery may be permitted by the arbitrator upon a showing that it is necessary for that party to have a fair opportunity to present a claim or defense.
- (xi) The arbitrator shall apply the same substantive law that would apply if the matter were heard by a court and shall have the authority to order the same remedies (but no others) as would be available in a court proceeding. The time limits for requesting arbitration or submitting a counterclaim and the administrative prerequisites for filing an arbitration claim or counterclaim are the same as they would be in a court proceeding. The arbitrator shall consider and decide any dispositive motions (motions seeking a decision on some or all of the claims or counterclaims without an arbitration hearing) filed by any party.
- (xii) All proceedings, including the arbitration hearing and decision, are private and confidential, unless otherwise required by law. Arbitration decisions may not be published or publicized without the consent of both the Grantee and the Company.
- (xiii) Unless otherwise agreed, the arbitrator's decision will be in writing with a brief summary of the arbitrator's opinion.
- (xiv) The arbitrator's decision is final and binding on the Grantee and the Company. After the arbitrator's decision is issued, the Grantee or the Company may obtain an order of judgment from a court and may obtain a court order enforcing the decision. The arbitrator's decision may be appealed to the courts only under the limited circumstances provided by law.
- (xv) If the Grantee previously signed an agreement, including but not limited to an employment agreement, containing arbitration provisions, those provisions are superseded by the arbitration provisions of this Agreement.
- (xvi) If any provision of Article VI (d) is found to be void or otherwise unenforceable, in whole or in part, this shall not affect the validity of the remainder of Article VI (d) and the remainder of the Agreement. All other provisions shall remain in full force and effect.

- (e) Except as provided in connection with mandatory binding arbitration of employment disputes, Grantee hereby submits to the exclusive jurisdiction of the courts of the State of Connecticut and the United States District Court for the District of Connecticut with respect to any action relating to this Agreement, and agrees that (i) the sole and exclusive appropriate venue for any suit or proceeding relating to this Agreement shall be in such court, and (ii) hereby waives any and all objections and defenses based on forum, venue or personal or subject matter jurisdiction as they may relate to a suit or proceeding brought before such court in accordance with the Agreement.

For purposes of this Article VI, the term “Employment” shall refer to active employment with the Company, any Subsidiary or Affiliate, and shall not include salary continuation or severance periods.

ARTICLE VII

OTHER TERMS

- (a) Nothing in this Agreement shall interfere with or limit in any way the right of the Company or any Subsidiary or Affiliate to terminate the Grantee’s employment at any time. Neither the execution and delivery hereof nor the granting of the Award shall constitute or be evidence of any agreement or understanding, express or implied, on the part of the Company or any of its Subsidiaries to employ or continue the employment of the Grantee for any period.
- (b) Until the Market Stock Units have become vested, Grantee shall not have any rights as a stockholder (including the right to payment of dividends) by virtue of this grant of Market Stock Units.
- (c) During the Performance Period, the Market Stock Units shall be nontransferable and non-assignable except by will or the laws of descent and distribution.
- (d) The award, when vested, will be settled on a net basis. Prior to issuing any Common Shares, the Company will withhold an amount sufficient to satisfy federal, state, local, social security and Medicare withholding tax requirements relating to award. Any social security calculation or other adjustments discovered after net share payment will be settled in cash, not in Shares of Common Stock. Vesting will result in taxable compensation reportable on the Grantee’s W-2 in year of vesting.
- (e) The Company may from time to time adopt stock ownership requirements applicable to Grantees who are senior managers of the Company. In connection with and for the purpose of implementing those ownership requirements, the Company may adopt certain restrictions on the ability of a Grantee to sell shares issued under this Agreement when such ownership requirements have not been satisfied. Any such restriction on sale will be communicated generally to affected Grantees and the restriction may be modified by the Company from time to time, at its discretion. Neither the Company nor its Board of Directors shall have any obligation or liability to a Grantee in connection with any such restriction.
- (f) This Market Stock Unit is an unfunded obligation of the Company and nothing in this Agreement shall be construed to create any claim against particular assets or require the Company to segregate or otherwise set aside any assets or create any fund to meet its obligations hereunder.

- (g) Anything herein to the contrary notwithstanding, a Grantee whose Market Stock Units have been forfeited as a result of termination of employment due to U.S. Military Service and who is later re-employed (in a full-time active status) after discharge within the time period set in 38 U.S.C. Section 4312 will be eligible to have the forfeited Market Stock Units reinstated as follows: (i) if such Grantee is re-employed during the Performance Period, all forfeited Market Stock Units shall be reinstated; or (ii) if such Grantee is re-employed after the Performance Period, a cash payment will be made to the Grantee, minus applicable taxes, for the value of the forfeited Market Stock Units on the Vest Date pursuant to procedures established by the Company for this purpose.
- (h) It is the intention of the Company and Grantee that this Agreement not result in unfavorable tax consequences to Grantee under Section 409A and the Agreement shall be interpreted as to so comply. Notwithstanding anything to the contrary herein, the Company and Grantee agree to the provisions set forth below in order to comply with the requirements of Section 409A.
- (i) If Grantee is a “specified employee” (within the meaning of Section 409A) with respect to the Company, any non-qualified deferred compensation otherwise payable to or in respect of Grantee in connection with Grantee’s termination of employment shall be delayed until the earliest date upon which such amounts may be paid without being subject to taxation under Section 409A. Any amount, the payment or benefit of which is delayed by application of the preceding sentence, shall be paid as soon as possible following the expiration of such period.
- (ii) Unless deferred pursuant to this agreement, all payments shall be paid to Grantee, to the extent earned, in no event later than the last day of the “applicable 2 ½ month period,” as such term is defined in Treasury Regulation Section 1.409A-1(b)(4)(i)(A) with respect to such payment’s treatment as a “short-term deferral” for purposes of Section 409A.
- (iii) The Company and Grantee agree to cooperate in good faith in an effort to comply with Section 409A. Under no circumstances shall the Company be responsible for any taxes, penalties, interest or other losses or expenses incurred by the Grantee due to any failure to comply with Section 409A.
- (i) This Agreement is subject to the 2010 Stock Incentive Plan heretofore adopted by the Company and approved by its shareholders. The terms and provisions of the Plan (including any subsequent amendments thereto) are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.
- (j) At such times and upon such terms and conditions as the Company shall determine, the Company may permit eligible Grantees to elect to defer the distribution of an Award otherwise payable to the Grantee under this Agreement until termination of the Grantee’s Employment or such other date Company shall permit.
- (k) This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to its choice of law provisions.



**AETNA INC.
2010 STOCK INCENTIVE PLAN**

PERFORMANCE STOCK UNIT TERMS OF AWARD

Vesting Period – [] month period following the Effective Date
Performance Period [] through []

Pursuant to its 2010 Stock Incentive Plan (the "Plan"), Aetna Inc. (the "Company") hereby grants Performance Stock Units on the terms and conditions hereinafter set forth. The number of Performance Stock Units awarded is included in the website of the designated broker, currently UBS Financial Services, Inc., and in the Notice of the Performance Stock Unit Grant Acknowledgement and Acceptance Form. All capitalized terms used herein which are not otherwise defined herein shall have the meaning specified in the Plan.

ARTICLE I

DEFINITIONS

- (a) "Affiliate" means an entity at least a majority of the total voting power of the then-outstanding voting securities of which is held, directly or indirectly, by the Company and/or one or more other Affiliates.
- (b) "Board" means the Board of Directors of Aetna Inc.
- (c) "Change in Control" means the happening of any of the following:
 - (i) When any "person" as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and as used in Sections 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) of the Exchange Act but excluding the Company and any Subsidiary thereof and any employee benefit plan sponsored or maintained by the Company or any Subsidiary (including any trustee of such plan acting as trustee), directly or indirectly, becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act, as amended from time to time), of securities of the Company representing 20 percent or more of the combined voting power of the Company's then outstanding securities;
 - (ii) When, during any period of 24 consecutive months, the individuals who, at the beginning of such period, constitute the Board (the "Incumbent Directors") cease for any reason other than death to constitute at least a majority thereof, provided that a director who was not a director at the beginning of such 24-month period shall be deemed to have satisfied such 24-month requirement (and be an Incumbent Director) if such director was elected by, or on the recommendation of or with the approval of, at least two-thirds of the directors who then qualified as Incumbent Directors either actually (because they were directors at the beginning of such 24-month period) or by prior operation of this paragraph (ii); or

- (iii) The occurrence of a transaction requiring stockholder approval for the acquisition of the Company by an entity other than the Company or a Subsidiary through purchase of assets, or by merger, or otherwise.

Notwithstanding the foregoing, in no event shall a "Change in Control" be deemed to have occurred (i) as a result of the formation of a Holding Company, or (ii) with respect to Grantee, if Grantee is part of a "group," within the meaning of Section 13(d)(3) of the Exchange Act as in effect on the effective date, which consummates the Change in Control transaction. In addition, for purposes of the definition of "Change in Control" a person engaged in business as an underwriter of securities shall not be deemed to be the "Beneficial Owner" of, or to "beneficially own," any securities acquired through such person's participation in good faith in a firm commitment underwriting until the expiration of forty days after the date of such acquisition.

- (d) "Committee" means the Board's Committee on Compensation and Organization or any successor thereto.
- (e) "Common Stock" means the Company's Common Shares, \$.01 par value per share.
- (f) "Company" means Aetna Inc.
- (g) "Effective Date" means the date of grant of this award of Performance Stock Units.
- (h) "Fair Market Value" means the closing price of the Common Stock as reported by the Consolidated Tape of the New York Stock Exchange Listed Shares on the date such value is to be determined, or, if no shares were traded on such date, on the next day on which the Common Stock is traded.
- (i) "Fundamental Corporate Event" shall mean any stock dividend, extraordinary cash dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination, exchange of shares, warrants or rights offering to purchase Common Stock at a price substantially below fair market value, or similar event.
- (j) "Grantee" means the person to whom this award has been granted.
- (k) "Holding Company" means an entity that becomes a holding company for the Company or its businesses as a part of any reorganization, merger, consolidation or other transaction, provided that the outstanding shares of common stock of such entity and the combined voting power of the then outstanding voting securities of such entity entitled to vote generally in the election of directors is, immediately after such reorganization, merger, consolidation or other transaction, beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the voting stock outstanding immediately prior to such reorganization, merger, consolidation or other transaction in substantially the same proportions as their ownership, immediately prior to such reorganization, merger, consolidation or other transaction, of such outstanding voting stock.

- (l) "Long Term Disability" means long-term disability as defined under the terms of the Company's applicable long-term disability plans or policies.
- (m) "Net Shares" means the number of shares of Common Stock which will be deposited in a brokerage account in the Grantee's name at the Company's designated broker after shares have been withheld to satisfy applicable tax and withholding requirements upon vesting of the Performance Stock Units.
- (n) "Performance Period" means the [] period ending [].
- (o) "Performance Stock Units" means the number of shares of Common Stock represented by the number of units awarded or such other amount as may result by operation of Article III of this Agreement.
- (p) "Plan" means the Aetna Inc. 2010 Stock Incentive Plan.
- (q) "Retirement" means the termination of employment of a Grantee from active service with the Company, a Subsidiary or Affiliate provided the Grantee's age and completed years of service total 65 or more points at termination of employment.
- (r) "Section 409A" means Section 409A of the Internal Revenue Code of 1986, as amended, and the regulation issued thereunder, as may be amended from time to time.
- (s) "Shares of Stock" or "Stock" means the Common Stock.
- (t) "Subsidiary" means an entity of which, at the time such subsidiary status is to be determined, at least 50% of the total combined voting power of all classes of stock of such entity is held by the Company and/or one or more other subsidiaries.
- (u) "Successor" means the legal representative of the estate of a deceased Grantee or the person or persons who shall acquire the right to the Performance Stock Units by bequest or inheritance or by reason of the death of the Grantee.
- (v) "Vest Date" means the last day of the Vesting Period and is the date on which this award of Performance Stock Units shall vest in accordance with the terms of this Agreement and in the Notice of Performance Stock Unit Grant, if at all.
- (w) "Vesting Period" means the period beginning on the Effective Date and ending [] months thereafter.

ARTICLE II

VESTING PERIOD

Subject to the terms of this Agreement, the Performance Stock Units will vest, as of the Vest Date, in accordance with the terms of the Plan and this Terms of Award Agreement, or on such earlier date as provided in Article IV. If the Committee determines that the performance goal set forth on Exhibit A is met, on the Vest Date the Grantee shall vest to one share of Common Stock for each vested Performance Stock Unit net of applicable taxes and withholding (or such greater or lessor amount based on performance, as set forth on Exhibit A). Such Net Shares will be delivered to the Company's designated broker, in a brokerage account established in the Grantee's name after the Vest Date. If the Committee determines that the performance goal set forth on Exhibit A is not met at the minimum level, no shares will vest.

Any social security calculation or other adjustments discovered after the payment of Net Shares will be settled in cash not in Common Stock.

ARTICLE III

CAPITAL CHANGES

In the event that the Committee shall determine that any Fundamental Corporate Event affects the Common Stock such that an adjustment is required to preserve, or to prevent enlargement of, the benefits or potential benefits made available under this Plan, then the Committee shall, in such manner as the Committee may deem equitable, adjust the number and kind of shares subject to the award of Performance Stock Units. Additionally, the Committee may make provision for cash payment to a Grantee or the Successor of the Grantee. However, the number of Performance Stock Units shall always be a whole number.

ARTICLE IV

CHANGE IN CONTROL

Notwithstanding any other provision of this Agreement to the contrary, upon the occurrence of a Change in Control, the Performance Stock Units not previously forfeited pursuant to this Terms of Award Agreement shall become immediately vested at a level which equals the greater of the number of Performance Stock Units that would have vested (x) at target-level 100% vesting, or (y) based on the Company's actual performance level using the date on which the Change in Control occurs as the end of the Vesting Period. Net Shares will be payable on the Vest Date, provided however, if within the 24 month period following the Change in Control the Company terminates Grantee's employment without cause, the Net Shares will become payable as of such termination of employment date. If an award is considered deferred compensation subject to Section 409A, the award will vest but the Change in Control will not accelerate the payment of the deferred Performance Stock Units unless the Change in Control also meets the definition of change in control set forth in Treasury Regulation Section 1.409A-3(i)(5).

ARTICLE V

TERMINATION OF EMPLOYMENT

- (a) Except as provided in (c) below, if, during the Vesting Period, Grantee shall cease to be employed by the Company, its Subsidiaries or Affiliates, for reason of death, Long-term Disability, Retirement or involuntary termination of employment by the Company, the portion of the Performance Stock Units that may vest on the Vest Date, if any, shall be calculated in accordance with the following formula:
 - (i) the number of completed months employed commencing on the first day of the Vesting Period divided by the number of months in the Vesting Period; multiplied by
 - (ii) the number of Performance Stock Units, that otherwise would have vested.

- (b) Except as provided in (a) above, any Performance Stock Unit not vested as of the date Grantee terminates employment shall be forfeited at the time of cessation of employment; provided, however, that if Grantee's employment is terminated by the Company other than for cause and Grantee has not previously, or does not subsequently, vest to any portion of the Performance Stock Unit in accordance with its terms, then upon the forfeiture of the entire Performance Stock Unit, the Company will pay Grantee an amount equal to the value of a single share of Common Stock, whether or not the forfeited Performance Stock Unit related to more than a single share of Common Stock, calculated as of the cessation of employment, if requested by Grantee, within 30 days of such cessation of employment.

- (c) No Performance Stock Unit will vest after the Company has terminated the employment of the Grantee for cause, unless the Committee, in its sole discretion, deems a payment to be warranted under the particular circumstances. In addition, the Performance Stock Units will not vest if Grantee has willfully engaged in gross misconduct or other serious impropriety which the Company determines is likely to be damaging or detrimental to the Company, any Subsidiary or Affiliate.

- (d) Employment for purposes of determining the vesting rights of the Grantee and the expiration of the grant under this Article V shall mean continuous active full-time salaried employment with the Company, a Subsidiary or an Affiliate, except that the period during which the Grantee is on vacation, sick leave, or other pre-approved leave of absence (provided there is no actual termination of employment), shall not interrupt the continuous employment of the Grantee. Employment shall also include service with Aetna Foundation, Inc. Notwithstanding any period during which Grantee receives salary continuation or severance shall not be considered as part of the continuous employment of the Grantee.

ARTICLE VI

EMPLOYEE COVENANTS

- (a) As consideration for this grant of Performance Stock Units, without prior written consent of the Company:
- (i) Grantee will not (except to the extent required by an order of a court having competent jurisdiction or under subpoena from an appropriate government agency) use or disclose to any third person, whether during or subsequent to Grantee's employment, any trade secrets, confidential information and proprietary materials, which may include, but are not limited to, the following categories of information and materials: customer lists and identities; provider lists and identities; employee lists and identities; product development and related information; marketing plans and related information; sales plans and related information; premium or other pricing information; operating policies and manuals; research; payment rates; methodologies; procedures; contractual forms; business plans; financial records; computer programs; database; or other financial, commercial, business or technical information related to the Company or any Subsidiary or Affiliate unless such information has been previously disclosed to the public by the Company or has become public knowledge other than by a breach of this Agreement; provided, however, that this limitation shall not apply to any such use or disclosure made while Grantee is employed by the Company, any Subsidiary or Affiliate if such disclosure occurred in connection with the performance of Grantee's job as an employee of the Company, any Subsidiary or Affiliate;
 - (ii) Grantee will not, during and for a period of 12 months or 24 months for executive tier employees (the executive tier status determined as of the effective date of this grant) following Grantee's termination of Employment, directly or indirectly induce or attempt to induce any employee to be employed or perform services elsewhere;
 - (iii) Grantee will not, during and for a period of 12 months or 24 months for executive tier employees (the executive tier status determined as of the effective date of this grant) following Grantee's termination of Employment, directly or indirectly, induce or attempt to induce any agent or agency, broker, supplier or health care provider of the Company or any Subsidiary to cease or curtail providing services to the Company or any Subsidiary; and
 - (iv) Grantee will not, during and for a period of 12 months or 24 months for executive tier employees (the executive tier status determined as of the effective date of this grant) following Grantee's termination of Employment, directly or indirectly solicit or attempt to solicit the trade of any individual or entity which, at the time of such solicitation, is a customer of the Company, any Subsidiary or Affiliate, or which the Company, any Subsidiary or Affiliate is undertaking reasonable steps to procure as a customer at the time of or immediately preceding termination of Employment; provided, however, that this limitation shall only apply to any product or service which is in competition with a product or service of the Company, any Subsidiary or Affiliate and shall apply only with respect to a customer or prospective customer with whom the Grantee has been directly or indirectly involved.

In addition:

- (v) Following the termination of Grantee's Employment, Grantee shall provide assistance to and shall cooperate with the Company or a Subsidiary or Affiliate, upon its reasonable request and without additional compensation, with respect to matters within the scope of Grantee's duties and responsibilities during Employment, provided that any reasonable out-of-pocket expenses Grantee incurs in connection with any assistance Grantee has been requested to provide under this provision for items including, but not limited to, transportation, meals, lodging and telephone, shall be reimbursed by the Company. The Company agrees and acknowledges that it shall, to the maximum extent possible under the then prevailing circumstances, coordinate, or cause a Subsidiary or Affiliate to coordinate, any such request with Grantee's other commitments and responsibilities to minimize the degree to which such request interferes with such commitments and responsibilities; and
- (vi) Grantee shall promptly notify the Company's General Counsel if Grantee is contacted by a regulatory or self-regulatory agency with respect to matters pertaining to the Company or by an attorney or other individual who informs the Grantee that he/she has filed, intends to file, or is considering filing a claim or complaint against the Company.
- (vii) Grantee acknowledges that all original works of authorship that are created by Grantee (solely or jointly with others) within the scope of Grantee's employment which are protectable by copyright are "works made for hire" as that term is defined in the United States Copyright Act (17 U.S.C., Section 101). Grantee further acknowledges that while employed by the Company, Grantee may develop ideas, inventions, discoveries, innovations, procedures, methods, know-how or other works which relate to the Company's current or are reasonably expected to relate to the Company's future business that may be patentable or subject to trade secret protection. Grantee agrees that all such works of authorship, ideas, inventions, discoveries, innovations, procedures, methods, know-how and other works shall belong exclusively to the Company, and the Grantee hereby assigns all right, title, and interest therein to the Company.

To the extent any of the foregoing works may be patentable, Grantee agrees that the Company may file and prosecute any application for patents for such works and that the Grantee will, on request, execute assignments to the Company relating to (and take all such further steps as may be reasonably necessary to perfect the Company's sole and exclusive ownership of) any such application and any patents resulting there from.

- (b) If any provision of Article VI (a) is determined by a court of competent jurisdiction not to be enforceable in the manner set forth herein, the Company and Grantee agree that it is the intention of the parties that such provision should be enforceable to the maximum extent possible under applicable law and that such court shall reform such provision to make it enforceable in accordance with the intent of the parties.
- (c) Grantee acknowledges that a material part of the inducement for the Company to grant the Performance Stock Units is Grantee's covenants set forth in Article VI (a) and that the covenants and obligations of Grantee with respect to nondisclosure, non-solicitation and cooperation relate to special, unique and extraordinary matters and that a violation of any of the terms of such covenants and obligations will cause the Company irreparable injury for which adequate remedies are not available at law. Therefore, Grantee agrees that, if Grantee shall breach any of those covenants or obligations, Grantee shall not be

entitled to vest in the Performance Stock or be entitled to retain any income therefrom and the Company shall be entitled to an injunction, restraining order or such other equitable relief (without the requirement to post bond) restraining Grantee from committing any violation of the covenants and obligations contained in Article VI. The Company also shall be entitled to recover any attorneys' fees, costs, and expenses it incurs in connection with any judicial proceeding arising out of Grantee's breach of this Agreement. The remedies in the preceding sentences are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity as a court or arbitrator shall reasonably determine.

- (d) Employment Dispute Arbitration Program - Mandatory Binding Arbitration of Employment Disputes.
- (i) Except as otherwise specified in this Agreement, the Grantee and the Company agree that all employment-related legal disputes between them will be submitted to and resolved by binding arbitration, and neither the Grantee nor the Company will file or participate as an individual party or member of a class in a lawsuit in any court against the other with respect to such matters. This shall apply to claims brought on or after the date the Grantee accepts this Agreement, even if the facts and circumstances relating to the claim occurred prior to that date and regardless of whether the Grantee or the Company previously filed a complaint/charge with a government agency concerning the claim.

For purposes of Article VI (d) of this Agreement, "the Company" includes Aetna Inc., its Subsidiaries and Affiliates, their predecessors, successors and assigns, and those acting as representatives or agents of those entities. THE GRANTEE UNDERSTANDS THAT, WITH RESPECT TO CLAIMS SUBJECT TO THE ARBITRATION REQUIREMENT, ARBITRATION REPLACES THE RIGHT OF THE GRANTEE AND THE COMPANY TO SUE OR PARTICIPATE IN A LAWSUIT. THE GRANTEE ALSO UNDERSTANDS THAT IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY, AND THE DECISION OF THE ARBITRATOR IS FINAL AND BINDING.

- (ii) THE GRANTEE UNDERSTANDS THAT THE ARBITRATION PROVISIONS OF THIS AGREEMENT AFFECT THE LEGAL RIGHTS OF THE GRANTEE AND THE COMPANY AND ACKNOWLEDGES THAT THE GRANTEE HAS BEEN ADVISED TO, AND HAS BEEN GIVEN THE OPPORTUNITY TO, OBTAIN LEGAL ADVICE BEFORE SIGNING THIS AGREEMENT.
- (iii) Article VI (d) of this Agreement does not apply to workers' compensation claims, unemployment compensation claims, and claims under the Employee Retirement Income Security Act of 1974 ("ERISA") for employee benefits. A dispute as to whether Article VI (d) of this Agreement applies must be submitted to the binding arbitration process set forth in this Agreement.
- (iv) The Grantee and/or the Company may seek emergency or temporary injunctive relief from a court (including with respect to claims arising out of Article VI (a) in accordance with applicable law). However, except as provided in Article VI (c) of this Agreement, after the court has issued a ruling concerning the emergency or temporary injunctive relief, the Grantee and the Company shall be required to submit the dispute to binding arbitration pursuant to this Agreement.
- (v) Unless otherwise agreed, the arbitration will be administered by the American Arbitration Association (the "AAA") and will be conducted pursuant to the AAA's Employment Arbitration

Rules and Mediation Procedures (the “Rules”), as modified in this Agreement, in effect at the time the request for arbitration is filed. The AAA’s Rules are available on the AAA’s website at www.adr.org. THE GRANTEE ACKNOWLEDGES THAT THE COMPANY HAS ENCOURAGED THE GRANTEE TO READ THESE RULES PROMPTLY AND CAREFULLY AND THAT THE GRANTEE HAS BEEN AFFORDED SUFFICIENT OPPORTUNITY TO DO SO.

- (vi) If the Company initiates a request for arbitration, the Company will pay all of the administrative fees and costs charged by the AAA, including the arbitrator’s compensation and charges for hearing room rentals, etc. If the Grantee initiates a request for arbitration or submits a counterclaim to the Company’s request for arbitration, the Grantee shall be required to contribute One Hundred Dollars (\$100.00) to those administrative fees and costs, payable to the AAA at the time the Grantee’s request for arbitration or counterclaim is submitted. The Company may increase the contribution amount in the future without amending this Agreement, but not to exceed the maximum permitted under the AAA rules then in effect. In all cases, the Grantee and the Company shall be responsible for payment of any fees assessed by the arbitrator as a result of that party’s delay, request for postponement, failure to comply with the arbitrator’s rulings and for other similar reasons.
- (vii) The Grantee and the Company may choose to be represented by legal counsel in the arbitration process and shall be responsible for their own legal fees, expenses and costs. However, the arbitrator shall have the same authority as a court to order the Grantee or the Company to pay some or all of the other’s legal fees, expenses and costs, in accordance with applicable law.
- (viii) Unless otherwise agreed, there shall be a single arbitrator, selected by the Grantee and the Company from a list of qualified neutrals furnished by the AAA. If the Grantee and the Company cannot agree on an arbitrator, one will be selected by the AAA.
- (ix) Unless otherwise agreed, the arbitration hearing will take place in the city where the Grantee works or last worked for the Company. If the Grantee and the Company disagree as to the proper locale, the AAA will decide.
- (x) The Grantee and the Company shall be entitled to conduct limited pre-hearing discovery. Each may take the deposition of one person and anyone designated by the other as an expert witness. The party taking the deposition shall be responsible for all associated costs, such as the cost of a court reporter and the cost of an original transcript. Each party also has the right to submit one set of ten written questions (including subparts) to the other party, which must be answered under oath, and to request and obtain all documents on which the other party relies in support of its answers to the written questions. Additional discovery may be permitted by the arbitrator upon a showing that it is necessary for that party to have a fair opportunity to present a claim or defense.
- (xi) The arbitrator shall apply the same substantive law that would apply if the matter were heard by a court and shall have the authority to order the same remedies (but no others) as would be available in a court proceeding. The time limits for requesting arbitration or submitting a counterclaim and the administrative prerequisites for filing an arbitration claim or counterclaim are the same as they would be in a court proceeding. The arbitrator shall consider and decide any dispositive motions (motions seeking a decision on some or all of the claims or counterclaims without an arbitration hearing) filed by any party.

- (xii) All proceedings, including the arbitration hearing and decision, are private and confidential, unless otherwise required by law. Arbitration decisions may not be published or publicized without the consent of both the Grantee and the Company.
 - (xiii) Unless otherwise agreed, the arbitrator's decision will be in writing with a brief summary of the arbitrator's opinion.
 - (xiv) The arbitrator's decision is final and binding on the Grantee and the Company. After the arbitrator's decision is issued, the Grantee or the Company may obtain an order of judgment from a court and may obtain a court order enforcing the decision. The arbitrator's decision may be appealed to the courts only under the limited circumstances provided by law.
 - (xv) If the Grantee previously signed an agreement, including but not limited to an employment agreement, containing arbitration provisions, those provisions are superseded by the arbitration provisions of this Agreement.
 - (xvi) If any provision of Article VI (d) is found to be void or otherwise unenforceable, in whole or in part, this shall not affect the validity of the remainder of Article VI (d) and the remainder of the Agreement. All other provisions shall remain in full force and effect.
- (e) Except as provided in connection with mandatory binding arbitration of employment disputes, Grantee hereby submits to the exclusive jurisdiction of the courts of the State of Connecticut and the United States District Court for the District of Connecticut with respect to any action relating to this Agreement, and agrees that (i) the sole and exclusive appropriate venue for any suit or proceeding relating to this Agreement shall be in such court, and (ii) hereby waives any and all objections and defenses based on forum, venue or personal or subject matter jurisdiction as they may relate to a suit or proceeding brought before such court in accordance with the Agreement.

For purposes of this Article VI, the term "Employment" shall refer to active employment with the Company, any Subsidiary or Affiliate, and shall not include salary continuation or severance periods.

ARTICLE VII

OTHER TERMS

- (a) Nothing in this Agreement shall interfere with or limit in any way the right of the Company or any Subsidiary or Affiliate to terminate the Grantee's employment at any time. Neither the execution and delivery hereof nor the granting of the Award shall constitute or be evidence of any agreement or understanding, express or implied, on the part of the Company or any of its Subsidiaries to employ or continue the employment of the Grantee for any period.
- (b) Until the Performance Stock Units have become vested, Grantee shall not have any rights as a stockholder (including the right to payment of dividends) by virtue of this grant of Performance Stock Units.

- (c) During the Vesting Period, the Performance Stock Units shall be nontransferable and non-assignable except by will or the laws of descent and distribution.
- (d) The award, when vested, will be settled on a net basis. Prior to issuing any Common Shares, the Company will withhold an amount sufficient to satisfy federal, state, local, social security and Medicare withholding tax requirements relating to award. Any social security calculation or other adjustments discovered after net share payment will be settled in cash, not in Shares of Common Stock. Vesting will result in taxable compensation reportable on the Grantee's W-2 in year of vesting.
- (e) The Company may from time to time adopt stock ownership requirements applicable to Grantees who are senior managers of the Company. In connection with and for the purpose of implementing those ownership requirements, the Company may adopt certain restrictions on the ability of a Grantee to sell shares issued under this Agreement when such ownership requirements have not been satisfied. Any such restriction on sale will be communicated generally to affected Grantees and the restriction may be modified by the Company from time to time, at its discretion. Neither the Company nor its Board of Directors shall have any obligation or liability to a Grantee in connection with any such restriction.
- (f) This Performance Stock Unit is an unfunded obligation of the Company and nothing in this Agreement shall be construed to create any claim against particular assets or require the Company to segregate or otherwise set aside any assets or create any fund to meet its obligations hereunder.
- (g) Anything herein to the contrary notwithstanding, a Grantee whose Performance Stock Units have been forfeited as a result of termination of employment due to U.S. Military Service and who is later re-employed (in a full-time active status) after discharge within the time period set in 38 U.S.C. Section 4312 will be eligible to have the forfeited Performance Stock Units reinstated as follows: (i) if such Grantee is re-employed during the Vesting Period, all forfeited Performance Stock Units shall be reinstated; or (ii) if such Grantee is re-employed after the Vesting Period, a cash payment will be made to the Grantee, minus applicable taxes, for the value of the forfeited Performance Stock Units on the Vest Date pursuant to procedures established by the Company for this purpose.
- (h) It is the intention of the Company and Grantee that this Agreement not result in unfavorable tax consequences to Grantee under Section 409A and the Agreement shall be interpreted as to so comply. Notwithstanding anything to the contrary herein, the Company and Grantee agree to the provisions set forth below in order to comply with the requirements of Section 409A.
 - (i) If Grantee is a "specified employee" (within the meaning of Section 409A) with respect to the Company, any non-qualified deferred compensation otherwise payable to or in respect of Grantee in connection with Grantee's termination of employment shall be delayed until the earliest date upon which such amounts may be paid without being subject to taxation under Section 409A. Any amount, the payment or benefit of which is delayed by application of the preceding sentence, shall be paid as soon as possible following the expiration of such period.

- (ii) Unless deferred pursuant to this agreement, all payments shall be paid to Grantee, to the extent earned, in no event later than the last day of the “applicable 2 ½ month period,” as such term is defined in Treasury Regulation Section 1.409A-1(b)(4)(i)(A) with respect to such payment’s treatment as a “short-term deferral” for purposes of Section 409A.
 - (iii) The Company and Grantee agree to cooperate in good faith in an effort to comply with Section 409A. Under no circumstances shall the Company be responsible for any taxes, penalties, interest or other losses or expenses incurred by the Grantee due to any failure to comply with Section 409A.
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- (i) This Agreement is subject to the 2010 Stock Incentive Plan heretofore adopted by the Company and approved by its shareholders. The terms and provisions of the Plan (including any subsequent amendments thereto) are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.
 - (j) At such times and upon such terms and conditions as the Company shall determine, the Company may permit eligible Grantees to elect to defer the distribution of an Award otherwise payable to the Grantee under this Agreement until termination of the Grantee’s Employment or such other date Company shall permit.
 - (k) This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to its choice of law provisions.



**AETNA INC.
2010 STOCK INCENTIVE PLAN**

RESTRICTED STOCK UNIT TERMS OF AWARD

Pursuant to its 2010 Stock Incentive Plan (the "Plan"), Aetna Inc. (the "Company") hereby grants Restricted Stock Units on the terms and conditions hereinafter set forth. The number of Restricted Stock Units awarded and vesting information are included in the website of the designated broker, currently UBS Financial Services, Inc., and in the Notice of the Restricted Stock Unit Acknowledgement and Acceptance Form, if applicable. All capitalized terms used herein which are not otherwise defined herein shall have the meaning specified in the Plan.

ARTICLE I

DEFINITIONS

- (a) "Affiliate" means an entity at least a majority of the total voting power of the then-outstanding voting securities of which is held, directly or indirectly, by the Company and/or one or more other Affiliates.
- (b) "Board" means the Board of Directors of Aetna Inc.
- (c) "Change in Control" means the happening of any of the following:
 - (i) When any "person" as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and as used in Sections 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) of the Exchange Act but excluding the Company and any Subsidiary thereof and any employee benefit plan sponsored or maintained by the Company or any Subsidiary (including any trustee of such plan acting as trustee), directly or indirectly, becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act, as amended from time to time), of securities of the Company representing 20 percent or more of the combined voting power of the Company's then outstanding securities;
 - (ii) When, during any period of 24 consecutive months, the individuals who, at the beginning of such period, constitute the Board (the "Incumbent Directors") cease for any reason other than death to constitute at least a majority thereof, provided that a director who was not a director at the beginning of such 24-month period shall be deemed to have satisfied such 24-month requirement (and be an Incumbent Director) if such director was elected by, or on the recommendation of or with the approval of, at least two-thirds of the directors who then qualified as Incumbent Directors either actually (because they were directors at the beginning of such 24-month period) or by prior operation of this paragraph (ii); or

- (iii) The occurrence of a transaction requiring stockholder approval for the acquisition of the Company by an entity other than the Company or a Subsidiary through purchase of assets, or by merger, or otherwise.

Notwithstanding the foregoing, in no event shall a “Change in Control” be deemed to have occurred (i) as a result of the formation of a Holding Company, or (ii) with respect to Grantee, if Grantee is part of a “group,” within the meaning of Section 13(d)(3) of the Exchange Act as in effect on the effective date, which consummates the Change in Control transaction. In addition, for purposes of the definition of “Change in Control” a person engaged in business as an underwriter of securities shall not be deemed to be the “Beneficial Owner” of, or to “beneficially own,” any securities acquired through such person’s participation in good faith in a firm commitment underwriting until the expiration of forty days after the date of such acquisition.

- (d) "Committee" means the Board's Committee on Compensation and Organization or any successor thereto.
- (e) "Common Stock" means the Company's Common Shares, \$.01 par value per share.
- (f) "Company" means Aetna Inc.
- (g) "Effective Date" means the date of grant of this award of Restricted Stock Units.
- (h) “Fair Market Value” means the closing price of the Common Stock as reported by the Consolidated Tape of the New York Stock Exchange Listed Shares on the date such value is to be determined, or, if no shares were traded on such date, on the next day on which the Common Stock is traded.
- (i) “Fundamental Corporate Event” shall mean any stock dividend, extraordinary cash dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination, exchange of shares, warrants or rights offering to purchase Common Stock at a price substantially below fair market value, or similar event.
- (j) "Grantee" means the person to whom this award has been granted.
- (k) “Holding Company” means an entity that becomes a holding company for the Company or its businesses as a part of any reorganization, merger, consolidation or other transaction, provided that the outstanding shares of common stock of such entity and the combined voting power of the then outstanding voting securities of such entity entitled to vote generally in the election of directors is, immediately after such reorganization, merger, consolidation or other transaction, beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the voting stock outstanding immediately prior to such reorganization, merger, consolidation or other transaction in substantially the same proportions as their ownership, immediately prior to such reorganization, merger, consolidation or other transaction, of such outstanding voting stock.
- (l) "Long Term Disability" means long-term disability as defined under the terms of the Company's applicable long-term disability plans or policies.

- (m) “Net Shares” means the number of shares of Common Stock which will be deposited in a brokerage account in the Grantee’s name at the Company’s designated broker after shares have been withheld to satisfy applicable tax and withholding requirements upon vesting of the Restricted Stock Units.
- (n) “Plan” means the Aetna Inc. 2010 Stock Incentive Plan.
- (o) “Restricted Period” means the period during which this award of Restricted Stock Units is not vested.
- (p) “Restricted Stock Units” means the number of shares of Common Stock represented by the number of units awarded or such other amount as may result by operation of Article III of this Agreement.
- (q) "Retirement" means the termination of employment of a Grantee from active service with the Company, a Subsidiary or Affiliate provided the Grantee’s age and completed years of service total 65 or more points at termination of employment.
- (r) “Section 409A” means Section 409A of the Internal Revenue Code of 1986, as amended, and the regulation issued thereunder, as may be amended from time to time.
- (s) “Shares of Stock” or “Stock” means the Common Stock.
- (t) "Subsidiary" means an entity of which, at the time such subsidiary status is to be determined, at least 50% of the total combined voting power of all classes of stock of such entity is held by the Company and/or one or more other subsidiaries.
- (u) "Successor" means the legal representative of the estate of a deceased Grantee or the person or persons who shall acquire the right to the Restricted Stock Units by bequest or inheritance or by reason of the death of the Grantee.
- (v) “Vest Date” means the date on which this award of Restricted Stock Units shall vest in accordance with the terms of this Agreement and as set forth on the website of the designated broker and in the Notice of Restricted Stock Unit Grant, if applicable.

ARTICLE II

RESTRICTED PERIOD

Subject to the terms of this Agreement, the Restricted Stock Units will vest in installments on the Vest Date in accordance with the terms of the Plan and this Terms of Award Agreement, or on such date as provided in Article IV or V. On the Vest Date, the Grantee shall vest to one share of Common Stock for each vested Restricted Stock Unit net of applicable taxes and withholding. Such Net Shares will be delivered to the Company’s designated broker, in a brokerage account established in the Grantee’s name.

ARTICLE III

CAPITAL CHANGES

In the event that the Committee shall determine that any Fundamental Corporate Event affects the Common Stock such that an adjustment is required to preserve, or to prevent enlargement of, the benefits or potential benefits made available under this Plan, then the Committee shall, in such manner as the Committee may deem equitable, adjust the number and kind of shares subject to the award of Restricted Stock Units. Additionally, the Committee may make provision for cash payment to a Grantee or the Successor of the Grantee to the extent permitted under Section 409A. However, the number of Restricted Stock Units shall always be a whole number.

ARTICLE IV

CHANGE IN CONTROL

Upon the occurrence of (i) a Change in Control, and (ii) within 24 months thereafter the Company terminates Grantee's Employment without cause, all RSUs, whether or not vested, shall become immediately vested and become payable, provided, however, that, as set forth in the Plan, to the extent the RSUs are considered deferred compensation subject to Section 409A, unless the Change in Control also satisfies the definition of "change in control" under Section 409A, payment shall not be so accelerated but shall occur upon the scheduled Vest Date(s) under Article II.

ARTICLE V

TERMINATION OF EMPLOYMENT

- (a) Except as provided in (f) below, if the Grantee shall die during the Restricted Period, the unvested Restricted Stock Units shall become immediately vested and Net Shares, if any, will be deposited with the Company's designated broker in a brokerage account established in Grantee's name.
- (b) Except as provided in (f) below, if the Grantee shall begin to receive Long Term Disability benefits during the Restricted Period, the unvested Restricted Stock Units shall continue to vest and Net Shares, if any, will be deposited with the Company's designated broker in a brokerage account established in Grantee's name on the scheduled Vest Date(s) under Article II.
- (c) Except as provided in (f) below, if, during the restricted period, Grantee shall cease to be employed by the Company, its Subsidiaries or Affiliates during the Restricted Period, for reason of Retirement or involuntary termination of employment by the Company, a portion of the Restricted Stock Units shall vest in accordance with the following formula: (i) the number of completed months employed after the Effective Date divided by the number of full months in the restricted period; multiplied by (ii) number of Restricted Stock Units, minus any vested Restricted Stock Units. For purposes of this calculation, a month is complete on the day in the following month that corresponds to the Effective Date (e.g., February 13 to March 13). Net shares, if any, will be deposited with the Company's designated broker in a brokerage account established in Grantee's name on the next scheduled Vest Date under Article II and, applicable taxes and withholding will be applied based on the Fair Market Value on that date.

- (d) Except as provided in (e) and (f) below, if the Grantee shall, for a reason other than death, Long-Term Disability, Retirement or involuntary termination of employment by the Company, cease to be employed by the Company, its Subsidiaries or Affiliates during the Restricted Period, any unvested Restricted Stock Units shall be forfeited at the time of cessation of employment.
- (e) Except as provided in (a) or (b) or (c) above, any Restricted Stock Unit not vested as of the date Grantee terminates employment shall be forfeited at the time of cessation of employment; provided, however, that if Grantee's employment is terminated by the Company other than for cause and Grantee has not previously, or does not subsequently, vest to any portion of the Restricted Stock Unit in accordance with its terms, then upon the forfeiture of the entire Restricted Stock Unit, the Company will pay Grantee an amount equal to the value of a single share of Common Stock, whether or not the forfeited Restricted Stock Unit related to more than a single share of Common Stock, calculated as of the cessation of employment, if requested by Grantee, within 30 days of such cessation of employment.
- (f) No Restricted Stock Unit will vest after the Company has terminated the employment of the Grantee for cause, unless the Committee, in its sole discretion, deems a payment to be warranted under the particular circumstances. In addition, the Restricted Stock Units will not vest if Grantee has willfully engaged in gross misconduct or other serious impropriety which the Company determines is likely to be damaging or detrimental to the Company, any Subsidiary or Affiliate.
- (g) Employment for purposes of determining the vesting rights of the Grantee and the expiration of the grant under this Article V shall mean continuous full-time salaried employment with the Company, a Subsidiary or an Affiliate, except that the period during which the Grantee is on vacation, sick leave, or other pre-approved leave of absence (provided there is no actual termination of employment), or in receipt of salary continuation or severance pay shall not interrupt the continuous employment of the Grantee. Employment shall also include service with Aetna Foundation, Inc.

ARTICLE VI

EMPLOYEE COVENANTS

- (a) As consideration for this grant of Restricted Stock Units, without prior written consent of the Company:
 - (i) Grantee will not (except to the extent required by an order of a court having competent jurisdiction or under subpoena from an appropriate government agency) use or disclose to any third person, whether during or subsequent to Grantee's employment, any trade secrets, confidential information and proprietary materials, which may include, but are not limited to, the following categories of information and materials: customer lists and identities; provider lists and identities; employee lists and identities; product development and related information; marketing plans and related information; sales plans and related information; premium or other pricing information; operating policies and manuals; research; payment rates; methodologies; procedures; contractual forms; business plans; financial records; computer programs; database; or other financial, commercial, business or technical information related to the Company or any Subsidiary or Affiliate unless such information has been previously disclosed to the public by the Company or has become public knowledge other than by a breach of this Agreement; provided, however, that this limitation shall not apply to any such use or disclosure made while Grantee is employed by the Company, any

Subsidiary or Affiliate if such disclosure occurred in connection with the performance of Grantee's job as an employee of the Company, any Subsidiary or Affiliate;

- (ii) Grantee will not, during and for a period of 12 months or 24 months for executive tier employees (the executive tier status determined as of the effective date of this grant) following Grantee's termination of Employment, directly or indirectly induce or attempt to induce any employee to be employed or perform services elsewhere;
- (iii) Grantee will not, during and for a period of 12 months or 24 months for executive tier employees (the executive tier status determined as of the effective date of this grant) following Grantee's termination of Employment, directly or indirectly, induce or attempt to induce any agent or agency, broker, supplier or health care provider of the Company or any Subsidiary to cease or curtail providing services to the Company or any Subsidiary; and
- (iv) Grantee will not, during and for a period of 12 months or 24 months for executive tier employees (the executive tier status determined as of the effective date of this grant) following Grantee's termination of Employment, directly or indirectly solicit or attempt to solicit the trade of any individual or entity which, at the time of such solicitation, is a customer of the Company, any Subsidiary or Affiliate, or which the Company, any Subsidiary or Affiliate is undertaking reasonable steps to procure as a customer at the time of or immediately preceding termination of Employment; provided, however, that this limitation shall only apply to any product or service which is in competition with a product or service of the Company, any Subsidiary or Affiliate and shall apply only with respect to a customer or prospective customer with whom the Grantee has been directly or indirectly involved.

In addition:

- (v) Following the termination of Grantee's Employment, Grantee shall provide assistance to and shall cooperate with the Company or a Subsidiary or Affiliate, upon its reasonable request and without additional compensation, with respect to matters within the scope of Grantee's duties and responsibilities during Employment, provided that any reasonable out-of-pocket expenses Grantee incurs in connection with any assistance Grantee has been requested to provide under this provision for items including, but not limited to, transportation, meals, lodging and telephone, shall be reimbursed by the Company. The Company agrees and acknowledges that it shall, to the maximum extent possible under the then prevailing circumstances, coordinate, or cause a Subsidiary or Affiliate to coordinate, any such request with Grantee's other commitments and responsibilities to minimize the degree to which such request interferes with such commitments and responsibilities; and
- (vi) Grantee shall promptly notify the Company's General Counsel if Grantee is contacted by a regulatory or self-regulatory agency with respect to matters pertaining to the Company or by an attorney or other individual who informs the Grantee that he/she has filed, intends to file, or is considering filing a claim or complaint against the Company.

- (vii) Grantee acknowledges that all original works of authorship that are created by Grantee (solely or jointly with others) within the scope of Grantee's employment which are protectable by copyright are "works made for hire" as that term is defined in the United States Copyright Act (17 U.S.C., Section 101). Grantee further acknowledges that while employed by the Company, Grantee may develop ideas, inventions, discoveries, innovations, procedures, methods, know-how or other works which relate to the Company's current or are reasonably expected to relate to the Company's future business that may be patentable or subject to trade secret protection. Grantee agrees that all such works of authorship, ideas, inventions, discoveries, innovations, procedures, methods, know-how and other works shall belong exclusively to the Company, and the Grantee hereby assigns all right, title, and interest therein to the Company.

To the extent any of the foregoing works may be patentable, Grantee agrees that the Company may file and prosecute any application for patents for such works and that the Grantee will, on request, execute assignments to the Company relating to (and take all such further steps as may be reasonably necessary to perfect the Company's sole and exclusive ownership of) any such application and any patents resulting therefrom.

- (b) If any provision of Article VI (a) is determined by a court of competent jurisdiction not to be enforceable in the manner set forth herein, the Company and Grantee agree that it is the intention of the parties that such provision should be enforceable to the maximum extent possible under applicable law and that such court shall reform such provision to make it enforceable in accordance with the intent of the parties.
- (c) Grantee acknowledges that a material part of the inducement for the Company to grant the Restricted Stock Units is Grantee's covenants set forth in Article VI (a) and that the covenants and obligations of Grantee with respect to nondisclosure, non-solicitation and cooperation relate to special, unique and extraordinary matters and that a violation of any of the terms of such covenants and obligations will cause the Company irreparable injury for which adequate remedies are not available at law. Therefore, Grantee agrees that, if Grantee shall breach any of those covenants or obligations, Grantee shall not be entitled to vest in the Restricted Stock or be entitled to retain any income therefrom and the Company shall be entitled to an injunction, restraining order or such other equitable relief (without the requirement to post bond) restraining Grantee from committing any violation of the covenants and obligations contained in Article VI. The Company also shall be entitled to recover any attorneys' fees, costs, and expenses it incurs in connection with any judicial proceeding arising out of Grantee's breach of this Agreement. The remedies in the preceding sentences are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity as a court or arbitrator shall reasonably determine.
- (d) Employment Dispute Arbitration Program - Mandatory Binding Arbitration of Employment Disputes.
 - (i) Except as otherwise specified in this Agreement, the Grantee and the Company agree that all employment-related legal disputes between them will be submitted to and resolved by binding arbitration, and neither the Grantee nor the Company will file or participate as an individual party or member of a class in a lawsuit in any court against the other with respect to such matters. This shall apply to claims brought on or after the date the Grantee accepts this Agreement, even if the facts and circumstances relating to the claim occurred prior to

that date and regardless of whether the Grantee or the Company previously filed a complaint/charge with a government agency concerning the claim.

For purposes of Article VI (d) of this Agreement, “the Company” includes Aetna Inc., its Subsidiaries and Affiliates, their predecessors, successors and assigns, and those acting as representatives or agents of those entities. **THE GRANTEE UNDERSTANDS THAT, WITH RESPECT TO CLAIMS SUBJECT TO THE ARBITRATION REQUIREMENT, ARBITRATION REPLACES THE RIGHT OF THE GRANTEE AND THE COMPANY TO SUE OR PARTICIPATE IN A LAWSUIT. THE GRANTEE ALSO UNDERSTANDS THAT IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY, AND THE DECISION OF THE ARBITRATOR IS FINAL AND BINDING.**

- (ii) **THE GRANTEE UNDERSTANDS THAT THE ARBITRATION PROVISIONS OF THIS AGREEMENT AFFECT THE LEGAL RIGHTS OF THE GRANTEE AND THE COMPANY AND ACKNOWLEDGES THAT THE GRANTEE HAS BEEN ADVISED TO, AND HAS BEEN GIVEN THE OPPORTUNITY TO, OBTAIN LEGAL ADVICE BEFORE SIGNING THIS AGREEMENT.**
- (iii) Article VI (d) of this Agreement does not apply to workers’ compensation claims, unemployment compensation claims, and claims under the Employee Retirement Income Security Act of 1974 (“ERISA”) for employee benefits. A dispute as to whether Article VI (d) of this Agreement applies must be submitted to the binding arbitration process set forth in this Agreement.
- (iv) The Grantee and/or the Company may seek emergency or temporary injunctive relief from a court (including with respect to claims arising out of Article VI (a) in accordance with applicable law). However, except as provided in Article VI (c) of this Agreement, after the court has issued a ruling concerning the emergency or temporary injunctive relief, the Grantee and the Company shall be required to submit the dispute to binding arbitration pursuant to this Agreement.
- (v) Unless otherwise agreed, the arbitration will be administered by the American Arbitration Association (the “AAA”) and will be conducted pursuant to the AAA’s Employment Arbitration Rules and Mediation Procedures (the “Rules”), as modified in this Agreement, in effect at the time the request for arbitration is filed. The AAA’s Rules are available on the AAA’s website at www.adr.org. **THE GRANTEE ACKNOWLEDGES THAT THE COMPANY HAS ENCOURAGED THE GRANTEE TO READ THESE RULES PROMPTLY AND CAREFULLY AND THAT THE GRANTEE HAS BEEN AFFORDED SUFFICIENT OPPORTUNITY TO DO SO.**
- (vi) If the Company initiates a request for arbitration, the Company will pay all of the administrative fees and costs charged by the AAA, including the arbitrator’s compensation and charges for hearing room rentals, etc. If the Grantee initiates a request for arbitration or submits a counterclaim to the Company’s request for arbitration, the Grantee shall be required to contribute One Hundred Dollars (\$100.00) to those administrative fees and costs, payable to the AAA at the time the Grantee’s request for arbitration or counterclaim is submitted. The Company may increase the contribution amount in the future without amending this Agreement, but not to exceed the maximum permitted under the AAA rules

then in effect. In all cases, the Grantee and the Company shall be responsible for payment of any fees assessed by the arbitrator as a result of that party's delay, request for postponement, failure to comply with the arbitrator's rulings and for other similar reasons.

- (vii) The Grantee and the Company may choose to be represented by legal counsel in the arbitration process and shall be responsible for their own legal fees, expenses and costs. However, the arbitrator shall have the same authority as a court to order the Grantee or the Company to pay some or all of the other's legal fees, expenses and costs, in accordance with applicable law.
- (viii) Unless otherwise agreed, there shall be a single arbitrator, selected by the Grantee and the Company from a list of qualified neutrals furnished by the AAA. If the Grantee and the Company cannot agree on an arbitrator, one will be selected by the AAA.
- (ix) Unless otherwise agreed, the arbitration hearing will take place in the city where the Grantee works or last worked for the Company. If the Grantee and the Company disagree as to the proper locale, the AAA will decide.
- (x) The Grantee and the Company shall be entitled to conduct limited pre-hearing discovery. Each may take the deposition of one person and anyone designated by the other as an expert witness. The party taking the deposition shall be responsible for all associated costs, such as the cost of a court reporter and the cost of an original transcript. Each party also has the right to submit one set of ten written questions (including subparts) to the other party, which must be answered under oath, and to request and obtain all documents on which the other party relies in support of its answers to the written questions. Additional discovery may be permitted by the arbitrator upon a showing that it is necessary for that party to have a fair opportunity to present a claim or defense.
- (xi) The arbitrator shall apply the same substantive law that would apply if the matter were heard by a court and shall have the authority to order the same remedies (but no others) as would be available in a court proceeding. The time limits for requesting arbitration or submitting a counterclaim and the administrative prerequisites for filing an arbitration claim or counterclaim are the same as they would be in a court proceeding. The arbitrator shall consider and decide any dispositive motions (motions seeking a decision on some or all of the claims or counterclaims without an arbitration hearing) filed by any party.
- (xii) All proceedings, including the arbitration hearing and decision, are private and confidential, unless otherwise required by law. Arbitration decisions may not be published or publicized without the consent of both the Grantee and the Company.
- (xiii) Unless otherwise agreed, the arbitrator's decision will be in writing with a brief summary of the arbitrator's opinion.
- (xiv) The arbitrator's decision is final and binding on the Grantee and the Company. After the arbitrator's decision is issued, the Grantee or the Company may obtain an order of judgment from a court and may obtain a court order enforcing the decision. The arbitrator's decision may be appealed to the courts only under the limited circumstances provided by law.

- (xv) If the Grantee previously signed an agreement, including but not limited to an employment agreement, containing arbitration provisions, those provisions are superseded by the arbitration provisions of this Agreement.
- (xvi) If any provision of Article VI (d) is found to be void or otherwise unenforceable, in whole or in part, this shall not affect the validity of the remainder of Article VI (d) and the remainder of the Agreement. All other provisions shall remain in full force and effect.
- (e) Except as provided in connection with mandatory binding arbitration of employment disputes, Grantee hereby submits to the exclusive jurisdiction of the courts of the State of Connecticut and the United States District Court for the District of Connecticut with respect to any action relating to this Agreement, and agrees that (i) the sole and exclusive appropriate venue for any suit or proceeding relating to this Agreement shall be in such court, and (ii) hereby waives any and all objections and defenses based on forum, venue or personal or subject matter jurisdiction as they may relate to a suit or proceeding brought before such court in accordance with the Agreement.

For purposes of this Article VI, the term “Employment” shall refer to active employment with the Company, any Subsidiary or Affiliate, and shall not include salary continuation or severance periods.

ARTICLE VII

OTHER TERMS

- (a) Nothing in this Agreement shall interfere with or limit in any way the right of the Company or any Subsidiary or Affiliate to terminate the Grantee’s employment at any time. Neither the execution and delivery hereof nor the granting of the Award shall constitute or be evidence of any agreement or understanding, express or implied, on the part of the Company or any of its Subsidiaries to employ or continue the employment of the Grantee for any period.
- (b) Until the Restricted Stock Units have become vested, Grantee shall not have any rights as a stockholder (including the right to payment of dividends) by virtue of this grant of Restricted Stock Units.
- (c) During the Restricted Period, the Restricted Stock Units shall be nontransferable and non-assignable except by will or the laws of descent and distribution.
- (d) The award will be settled on a net basis. Prior to issuing any Common Shares, the Company will withhold an amount sufficient to satisfy federal, state, local, social security and Medicare withholding tax requirements relating to award. Any social security calculation or other adjustments discovered after net share payment will be settled in cash, not in Shares of Common Stock. Vesting will result in taxable compensation reportable on the Grantee’s W-2 in year of vesting.
- (e) The Company may from time to time adopt stock ownership requirements applicable to Grantees who are senior managers of the Company. In connection with and for the purpose of implementing those ownership requirements, the Company may adopt certain restrictions on the ability of a Grantee to sell shares issued under this Agreement when such ownership

requirements have not been satisfied. Any such restriction on sale will be communicated generally to affected Grantees and the restriction may be modified by the Company from time to time, at its discretion. Neither the Company nor its Board of Directors shall have any obligation or liability to a Grantee in connection with any such restriction.

- (f) This Restricted Stock Unit is an unfunded obligation of the Company and nothing in this Agreement shall be construed to create any claim against particular assets or require the Company to segregate or otherwise set aside any assets or create any fund to meet its obligations hereunder.
- (g) Anything herein to the contrary notwithstanding, a Grantee whose Restricted Stock Units have been forfeited as a result of termination of employment due to U.S. Military Service and who is later re-employed (in a full-time active status) after discharge within the time period set in 38 U.S.C. Section 4312 will be eligible to have the forfeited Restricted Stock Units reinstated as follows: (i) if such Grantee is re-employed during the Restricted Period, all forfeited Restricted Stock Units shall be reinstated; or (ii) if such Grantee is re-employed after the Restricted Period, a cash payment will be made to the Grantee, minus applicable taxes, for the value of the forfeited Restricted Stock Units on the Vest Date pursuant to procedures established by the Company for this purpose.
- (h) If any provision of this Agreement would cause Grantee to incur any additional tax or interest under Section 409A, the Company may reform such provision (including an amendment retroactive to the Effective Date to the extent permissible) to comply with Section 409A.
- (i) If the Company reasonably anticipates that the Company's tax deduction with respect to the payment upon vesting of the Restricted Stock Units would be limited or eliminated by application of Section 162(m) of the Internal Revenue Code, the Company may elect, in accordance with Section 409A, to delay the payment of such Restricted Stock Units to the earliest date in which the Company anticipates that its tax deduction for such payment will not be limited or eliminated.
- (j) This Agreement is subject to the 2010 Stock Incentive Plan heretofore adopted by the Company and approved by its shareholders. The terms and provisions of the Plan (including any subsequent amendments thereto) are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.
- (k) Voluntary Deferral. At such times and upon such terms and conditions as the Company shall determine in accordance with the terms of the Plan and Section 409A, the Company may permit eligible Grantees to elect to defer the distribution of an Award otherwise payable to the Grantee under this Agreement until termination of the Grantee's Employment or such other date Company shall permit.
- (l) This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to its choice of law provisions.

I have read the Restricted Stock Unit Agreement. I accept the Restricted Stock Unit award and agree to be bound by all of its terms and conditions, including mandatory binding arbitration of employment related disputes and, if applicable, any other provisions of Article VI.



**AETNA INC.
2010 STOCK INCENTIVE PLAN**

RESTRICTED STOCK UNIT TERMS OF AWARD

Pursuant to its 2010 Stock Incentive Plan (the "Plan"), Aetna Inc. (the "Company") hereby grants Restricted Stock Units on the terms and conditions hereinafter set forth. The number of Restricted Stock Units awarded and vesting information are included in the website of the designated broker, currently UBS Financial Services, Inc., and in the Notice of the Restricted Stock Unit Acknowledgement and Acceptance Form, if applicable. All capitalized terms used herein which are not otherwise defined herein shall have the meaning specified in the Plan.

ARTICLE I

DEFINITIONS

- (a) "Affiliate" means an entity at least a majority of the total voting power of the then-outstanding voting securities of which is held, directly or indirectly, by the Company and/or one or more other Affiliates.
- (b) "Board" means the Board of Directors of Aetna Inc.
- (c) "Change in Control" means the happening of any of the following:
 - (i) When any "person" as defined in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and as used in Sections 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) of the Exchange Act but excluding the Company and any Subsidiary thereof and any employee benefit plan sponsored or maintained by the Company or any Subsidiary (including any trustee of such plan acting as trustee), directly or indirectly, becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act, as amended from time to time), of securities of the Company representing 20 percent or more of the combined voting power of the Company's then outstanding securities;
 - (ii) When, during any period of 24 consecutive months, the individuals who, at the beginning of such period, constitute the Board (the "Incumbent Directors") cease for any reason other than death to constitute at least a majority thereof, provided that a director who was not a director at the beginning of such 24-month period shall be deemed to have satisfied such 24-month requirement (and be an Incumbent Director) if such director was elected by, or on the recommendation of or with the approval of, at least two-thirds of the directors who then qualified as Incumbent Directors either actually (because they were directors at the beginning of such 24-month period) or by prior operation of this paragraph (ii); or

- (iii) The occurrence of a transaction requiring stockholder approval for the acquisition of the Company by an entity other than the Company or a Subsidiary through purchase of assets, or by merger, or otherwise.

Notwithstanding the foregoing, in no event shall a "Change in Control" be deemed to have occurred (i) as a result of the formation of a Holding Company, or (ii) with respect to Grantee, if Grantee is part of a "group," within the meaning of Section 13(d)(3) of the Exchange Act as in effect on the effective date, which consummates the Change in Control transaction. In addition, for purposes of the definition of "Change in Control" a person engaged in business as an underwriter of securities shall not be deemed to be the "Beneficial Owner" of, or to "beneficially own," any securities acquired through such person's participation in good faith in a firm commitment underwriting until the expiration of forty days after the date of such acquisition.

- (d) "Committee" means the Board's Committee on Compensation and Organization or any successor thereto.
- (e) "Common Stock" means the Company's Common Shares, \$.01 par value per share.
- (f) "Company" means Aetna Inc.
- (g) "Effective Date" means the date of grant of this award of Restricted Stock Units.
- (h) "Fair Market Value" means the closing price of the Common Stock as reported by the Consolidated Tape of the New York Stock Exchange Listed Shares on the date such value is to be determined, or, if no shares were traded on such date, on the next day on which the Common Stock is traded.
- (i) "Fundamental Corporate Event" shall mean any stock dividend, extraordinary cash dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination, exchange of shares, warrants or rights offering to purchase Common Stock at a price substantially below fair market value, or similar event.
- (j) "Grantee" means the person to whom this award has been granted.
- (k) "Holding Company" means an entity that becomes a holding company for the Company or its businesses as a part of any reorganization, merger, consolidation or other transaction, provided that the outstanding shares of common stock of such entity and the combined voting power of the then outstanding voting securities of such entity entitled to vote generally in the election of directors is, immediately after such reorganization, merger, consolidation or other transaction, beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the voting stock outstanding immediately prior to such reorganization, merger, consolidation or other transaction in substantially the same proportions as their ownership, immediately prior to such reorganization, merger, consolidation or other transaction, of such outstanding voting stock.
- (l) "Long Term Disability" means long-term disability as defined under the terms of the Company's applicable long-term disability plans or policies.

- (m) “Net Shares” means the number of shares of Common Stock which will be deposited in a brokerage account in the Grantee’s name at the Company’s designated broker after shares have been withheld to satisfy applicable tax and withholding requirements upon vesting of the Restricted Stock Units.
- (n) “Plan” means the Aetna Inc. 2010 Stock Incentive Plan.
- (o) “Restricted Period” means the period during which this award of Restricted Stock Units is not vested.
- (p) “Restricted Stock Units” means the number of shares of Common Stock represented by the number of units awarded or such other amount as may result by operation of Article III of this Agreement.
- (q) “Section 409A” means Section 409A of the Internal Revenue Code of 1986, as amended, and the regulation issued thereunder, as may be amended from time to time.
- (r) “Shares of Stock” or “Stock” means the Common Stock.
- (s) "Subsidiary" means an entity of which, at the time such subsidiary status is to be determined, at least 50% of the total combined voting power of all classes of stock of such entity is held by the Company and/or one or more other subsidiaries.
- (t) "Successor" means the legal representative of the estate of a deceased Grantee or the person or persons who shall acquire the right to the Restricted Stock Units by bequest or inheritance or by reason of the death of the Grantee.
- (u) “Vest Date” means the date on which this award of Restricted Stock Units shall vest in accordance with the terms of this Agreement and as set forth on the website of the designated broker and in the Notice of Restricted Stock Unit Grant, if applicable.

ARTICLE II

RESTRICTED PERIOD

Subject to the terms of this Agreement, the Restricted Stock Units will vest in installments on the Vest Date in accordance with the terms of the Plan and this Terms of Award Agreement, or on such date as provided in Article IV or V. On the Vest Date, the Grantee shall vest to one share of Common Stock for each vested Restricted Stock Unit net of applicable taxes and withholding. Such Net Shares will be delivered to the Company’s designated broker, in a brokerage account established in the Grantee’s name.

ARTICLE III

CAPITAL CHANGES

In the event that the Committee shall determine that any Fundamental Corporate Event affects the Common Stock such that an adjustment is required to preserve, or to prevent enlargement of, the benefits or potential benefits made available under this Plan, then the Committee shall, in such manner as the Committee may deem equitable, adjust the number and kind of shares subject to the award of Restricted Stock Units. Additionally, the Committee may make provision for cash payment to a Grantee or the Successor of the Grantee to the extent permitted under Section 409A. However, the number of Restricted Stock Units shall always be a whole number.

ARTICLE IV

CHANGE IN CONTROL

Upon the occurrence of (i) a Change in Control, and (ii) within 24 months thereafter the Company terminates Grantee's Employment without cause, all RSUs, whether or not vested, shall become immediately vested and become payable, provided, however, that, as set forth in the Plan, to the extent the RSUs are considered deferred compensation subject to Section 409A, unless the Change in Control also satisfies the definition of "change in control" under Section 409A, payment shall not be so accelerated but shall occur upon the scheduled Vest Date(s) under Article II.

ARTICLE V

TERMINATION OF EMPLOYMENT

- (a) Except as provided in (f) below, if the Grantee shall die during the Restricted Period, the unvested Restricted Stock Units shall become immediately vested and Net Shares, if any, will be deposited with the Company's designated broker in a brokerage account established in Grantee's name.
- (b) Except as provided in (f) below, if the Grantee shall begin to receive Long Term Disability benefits during the Restricted Period, the unvested Restricted Stock Units shall continue to vest and Net Shares, if any, will be deposited with the Company's designated broker in a brokerage account established in Grantee's name on the scheduled Vest Date(s) under Article II.
- (c) Except as provided in (f) below, if, during the restricted period, Grantee shall cease to be employed by the Company, its Subsidiaries or Affiliates during the Restricted Period, for reason of involuntary termination of employment by the Company, a portion of the Restricted Stock Units shall vest in accordance with the following formula: (i) the number of completed months employed after the Effective Date divided by the number of full months in the restricted period; multiplied by (ii) number of Restricted Stock Units, minus any vested Restricted Stock Units. For purposes of this calculation, a month is complete on the day in the following month that corresponds to the Effective Date (e.g., February 13 to March 13). Net shares, if any, will be deposited with the Company's designated broker in a brokerage account established in Grantee's name on the next scheduled Vest Date under Article II and, applicable taxes and withholding will be applied based on the Fair Market Value on that date.

- (d) Except as provided in (e) and (f) below, if the Grantee shall, for a reason other than death, Long-Term Disability, or involuntary termination of employment by the Company, cease to be employed by the Company, its Subsidiaries or Affiliates during the Restricted Period, any unvested Restricted Stock Units shall be forfeited at the time of cessation of employment.
- (e) Except as provided in (a) or (b) or (c) above, any Restricted Stock Unit not vested as of the date Grantee terminates employment shall be forfeited at the time of cessation of employment; provided, however, that if Grantee's employment is terminated by the Company other than for cause and Grantee has not previously, or does not subsequently, vest to any portion of the Restricted Stock Unit in accordance with its terms, then upon the forfeiture of the entire Restricted Stock Unit, the Company will pay Grantee an amount equal to the value of a single share of Common Stock, whether or not the forfeited Restricted Stock Unit related to more than a single share of Common Stock, calculated as of the cessation of employment, if requested by Grantee, within 30 days of such cessation of employment.
- (f) No Restricted Stock Unit will vest after the Company has terminated the employment of the Grantee for cause, unless the Committee, in its sole discretion, deems a payment to be warranted under the particular circumstances. In addition, the Restricted Stock Units will not vest if Grantee has willfully engaged in gross misconduct or other serious impropriety which the Company determines is likely to be damaging or detrimental to the Company, any Subsidiary or Affiliate.
- (g) Employment for purposes of determining the vesting rights of the Grantee and the expiration of the grant under this Article V shall mean continuous full-time salaried employment with the Company, a Subsidiary or an Affiliate, except that the period during which the Grantee is on vacation, sick leave, or other pre-approved leave of absence (provided there is no actual termination of employment), or in receipt of salary continuation or severance pay shall not interrupt the continuous employment of the Grantee. Employment shall also include service with Aetna Foundation, Inc.

ARTICLE VI

EMPLOYEE COVENANTS

- (a) As consideration for this grant of Restricted Stock Units, without prior written consent of the Company:
 - (i) Grantee will not (except to the extent required by an order of a court having competent jurisdiction or under subpoena from an appropriate government agency) use or disclose to any third person, whether during or subsequent to Grantee's employment, any trade secrets, confidential information and proprietary materials, which may include, but are not limited to, the following categories of information and materials: customer lists and identities; provider lists and identities; employee lists and identities; product development and related information; marketing plans and related information; sales plans and related information; premium or other pricing information; operating policies and manuals; research; payment rates; methodologies; procedures; contractual forms; business plans; financial records; computer programs; database; or other financial, commercial, business or technical information related to the Company or any Subsidiary or Affiliate unless such information has been previously disclosed to the public by the Company or has become public knowledge other than by a breach of this Agreement; provided, however, that this limitation shall not

apply to any such use or disclosure made while Grantee is employed by the Company, any Subsidiary or Affiliate if such disclosure occurred in connection with the performance of Grantee's job as an employee of the Company, any Subsidiary or Affiliate;

- (ii) Grantee will not, during and for a period of 12 months or 24 months for executive tier employees (the executive tier status determined as of the effective date of this grant) following Grantee's termination of Employment, directly or indirectly induce or attempt to induce any employee to be employed or perform services elsewhere;
- (iii) Grantee will not, during and for a period of 12 months or 24 months for executive tier employees (the executive tier status determined as of the effective date of this grant) following Grantee's termination of Employment, directly or indirectly, induce or attempt to induce any agent or agency, broker, supplier or health care provider of the Company or any Subsidiary to cease or curtail providing services to the Company or any Subsidiary; and
- (iv) Grantee will not, during and for a period of 12 months or 24 months for executive tier employees (the executive tier status determined as of the effective date of this grant) following Grantee's termination of Employment, directly or indirectly solicit or attempt to solicit the trade of any individual or entity which, at the time of such solicitation, is a customer of the Company, any Subsidiary or Affiliate, or which the Company, any Subsidiary or Affiliate is undertaking reasonable steps to procure as a customer at the time of or immediately preceding termination of Employment; provided, however, that this limitation shall only apply to any product or service which is in competition with a product or service of the Company, any Subsidiary or Affiliate and shall apply only with respect to a customer or prospective customer with whom the Grantee has been directly or indirectly involved.

In addition:

- (v) Following the termination of Grantee's Employment, Grantee shall provide assistance to and shall cooperate with the Company or a Subsidiary or Affiliate, upon its reasonable request and without additional compensation, with respect to matters within the scope of Grantee's duties and responsibilities during Employment, provided that any reasonable out-of-pocket expenses Grantee incurs in connection with any assistance Grantee has been requested to provide under this provision for items including, but not limited to, transportation, meals, lodging and telephone, shall be reimbursed by the Company. The Company agrees and acknowledges that it shall, to the maximum extent possible under the then prevailing circumstances, coordinate, or cause a Subsidiary or Affiliate to coordinate, any such request with Grantee's other commitments and responsibilities to minimize the degree to which such request interferes with such commitments and responsibilities; and
- (vi) Grantee shall promptly notify the Company's General Counsel if Grantee is contacted by a regulatory or self-regulatory agency with respect to matters pertaining to the Company or by an attorney or other individual who informs the Grantee that he/she has filed, intends to file, or is considering filing a claim or complaint against the Company.

(vii) Grantee acknowledges that all original works of authorship that are created by Grantee (solely or jointly with others) within the scope of Grantee's employment which are protectable by copyright are "works made for hire" as that term is defined in the United States Copyright Act (17 U.S.C., Section 101). Grantee further acknowledges that while employed by the Company, Grantee may develop ideas, inventions, discoveries, innovations, procedures, methods, know-how or other works which relate to the Company's current or are reasonably expected to relate to the Company's future business that may be patentable or subject to trade secret protection. Grantee agrees that all such works of authorship, ideas, inventions, discoveries, innovations, procedures, methods, know-how and other works shall belong exclusively to the Company, and the Grantee hereby assigns all right, title, and interest therein to the Company.

To the extent any of the foregoing works may be patentable, Grantee agrees that the Company may file and prosecute any application for patents for such works and that the Grantee will, on request, execute assignments to the Company relating to (and take all such further steps as may be reasonably necessary to perfect the Company's sole and exclusive ownership of) any such application and any patents resulting therefrom.

- (b) If any provision of Article VI (a) is determined by a court of competent jurisdiction not to be enforceable in the manner set forth herein, the Company and Grantee agree that it is the intention of the parties that such provision should be enforceable to the maximum extent possible under applicable law and that such court shall reform such provision to make it enforceable in accordance with the intent of the parties.
- (c) Grantee acknowledges that a material part of the inducement for the Company to grant the Restricted Stock Units is Grantee's covenants set forth in Article VI (a) and that the covenants and obligations of Grantee with respect to nondisclosure, non-solicitation and cooperation relate to special, unique and extraordinary matters and that a violation of any of the terms of such covenants and obligations will cause the Company irreparable injury for which adequate remedies are not available at law. Therefore, Grantee agrees that, if Grantee shall breach any of those covenants or obligations, Grantee shall not be entitled to vest in the Restricted Stock or be entitled to retain any income therefrom and the Company shall be entitled to an injunction, restraining order or such other equitable relief (without the requirement to post bond) restraining Grantee from committing any violation of the covenants and obligations contained in Article VI. The Company also shall be entitled to recover any attorneys' fees, costs, and expenses it incurs in connection with any judicial proceeding arising out of Grantee's breach of this Agreement. The remedies in the preceding sentences are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity as a court or arbitrator shall reasonably determine.
- (d) Employment Dispute Arbitration Program - Mandatory Binding Arbitration of Employment Disputes.
- (i) Except as otherwise specified in this Agreement, the Grantee and the Company agree that all employment-related legal disputes between them will be submitted to and resolved by binding arbitration, and neither the Grantee nor the Company will file or participate as an individual party or member of a class in a lawsuit in any court against the other with respect to such matters. This shall apply to claims brought on or after the date the Grantee accepts this Agreement, even if the facts and circumstances relating to the claim occurred prior to

that date and regardless of whether the Grantee or the Company previously filed a complaint/charge with a government agency concerning the claim.

For purposes of Article VI (d) of this Agreement, “the Company” includes Aetna Inc., its Subsidiaries and Affiliates, their predecessors, successors and assigns, and those acting as representatives or agents of those entities. **THE GRANTEE UNDERSTANDS THAT, WITH RESPECT TO CLAIMS SUBJECT TO THE ARBITRATION REQUIREMENT, ARBITRATION REPLACES THE RIGHT OF THE GRANTEE AND THE COMPANY TO SUE OR PARTICIPATE IN A LAWSUIT. THE GRANTEE ALSO UNDERSTANDS THAT IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY, AND THE DECISION OF THE ARBITRATOR IS FINAL AND BINDING.**

- (ii) **THE GRANTEE UNDERSTANDS THAT THE ARBITRATION PROVISIONS OF THIS AGREEMENT AFFECT THE LEGAL RIGHTS OF THE GRANTEE AND THE COMPANY AND ACKNOWLEDGES THAT THE GRANTEE HAS BEEN ADVISED TO, AND HAS BEEN GIVEN THE OPPORTUNITY TO, OBTAIN LEGAL ADVICE BEFORE SIGNING THIS AGREEMENT.**
- (iii) Article VI (d) of this Agreement does not apply to workers’ compensation claims, unemployment compensation claims, and claims under the Employee Retirement Income Security Act of 1974 (“ERISA”) for employee benefits. A dispute as to whether Article VI (d) of this Agreement applies must be submitted to the binding arbitration process set forth in this Agreement.
- (iv) The Grantee and/or the Company may seek emergency or temporary injunctive relief from a court (including with respect to claims arising out of Article VI (a) in accordance with applicable law). However, except as provided in Article VI (c) of this Agreement, after the court has issued a ruling concerning the emergency or temporary injunctive relief, the Grantee and the Company shall be required to submit the dispute to binding arbitration pursuant to this Agreement.
- (v) Unless otherwise agreed, the arbitration will be administered by the American Arbitration Association (the “AAA”) and will be conducted pursuant to the AAA’s Employment Arbitration Rules and Mediation Procedures (the “Rules”), as modified in this Agreement, in effect at the time the request for arbitration is filed. The AAA’s Rules are available on the AAA’s website at www.adr.org. **THE GRANTEE ACKNOWLEDGES THAT THE COMPANY HAS ENCOURAGED THE GRANTEE TO READ THESE RULES PROMPTLY AND CAREFULLY AND THAT THE GRANTEE HAS BEEN AFFORDED SUFFICIENT OPPORTUNITY TO DO SO.**
- (vi) If the Company initiates a request for arbitration, the Company will pay all of the administrative fees and costs charged by the AAA, including the arbitrator’s compensation and charges for hearing room rentals, etc. If the Grantee initiates a request for arbitration or submits a counterclaim to the Company’s request for arbitration, the Grantee shall be required to contribute One Hundred Dollars (\$100.00) to those administrative fees and costs, payable to the AAA at the time the Grantee’s request for arbitration or counterclaim is submitted. The Company may increase the contribution amount in the future without amending this Agreement, but not to exceed the maximum permitted under the AAA rules

then in effect. In all cases, the Grantee and the Company shall be responsible for payment of any fees assessed by the arbitrator as a result of that party's delay, request for postponement, failure to comply with the arbitrator's rulings and for other similar reasons.

- (vii) The Grantee and the Company may choose to be represented by legal counsel in the arbitration process and shall be responsible for their own legal fees, expenses and costs. However, the arbitrator shall have the same authority as a court to order the Grantee or the Company to pay some or all of the other's legal fees, expenses and costs, in accordance with applicable law.
- (viii) Unless otherwise agreed, there shall be a single arbitrator, selected by the Grantee and the Company from a list of qualified neutrals furnished by the AAA. If the Grantee and the Company cannot agree on an arbitrator, one will be selected by the AAA.
- (ix) Unless otherwise agreed, the arbitration hearing will take place in the city where the Grantee works or last worked for the Company. If the Grantee and the Company disagree as to the proper locale, the AAA will decide.
- (x) The Grantee and the Company shall be entitled to conduct limited pre-hearing discovery. Each may take the deposition of one person and anyone designated by the other as an expert witness. The party taking the deposition shall be responsible for all associated costs, such as the cost of a court reporter and the cost of an original transcript. Each party also has the right to submit one set of ten written questions (including subparts) to the other party, which must be answered under oath, and to request and obtain all documents on which the other party relies in support of its answers to the written questions. Additional discovery may be permitted by the arbitrator upon a showing that it is necessary for that party to have a fair opportunity to present a claim or defense.
- (xi) The arbitrator shall apply the same substantive law that would apply if the matter were heard by a court and shall have the authority to order the same remedies (but no others) as would be available in a court proceeding. The time limits for requesting arbitration or submitting a counterclaim and the administrative prerequisites for filing an arbitration claim or counterclaim are the same as they would be in a court proceeding. The arbitrator shall consider and decide any dispositive motions (motions seeking a decision on some or all of the claims or counterclaims without an arbitration hearing) filed by any party.
- (xii) All proceedings, including the arbitration hearing and decision, are private and confidential, unless otherwise required by law. Arbitration decisions may not be published or publicized without the consent of both the Grantee and the Company.
- (xiii) Unless otherwise agreed, the arbitrator's decision will be in writing with a brief summary of the arbitrator's opinion.
- (xiv) The arbitrator's decision is final and binding on the Grantee and the Company. After the arbitrator's decision is issued, the Grantee or the Company may obtain an order of judgment from a court and may obtain a court order enforcing the decision. The arbitrator's decision may be appealed to the courts only under the limited circumstances provided by law.

- (xv) If the Grantee previously signed an agreement, including but not limited to an employment agreement, containing arbitration provisions, those provisions are superseded by the arbitration provisions of this Agreement.
- (xvi) If any provision of Article VI (d) is found to be void or otherwise unenforceable, in whole or in part, this shall not affect the validity of the remainder of Article VI (d) and the remainder of the Agreement. All other provisions shall remain in full force and effect.
- (e) Except as provided in connection with mandatory binding arbitration of employment disputes, Grantee hereby submits to the exclusive jurisdiction of the courts of the State of Connecticut and the United States District Court for the District of Connecticut with respect to any action relating to this Agreement, and agrees that (i) the sole and exclusive appropriate venue for any suit or proceeding relating to this Agreement shall be in such court, and (ii) hereby waives any and all objections and defenses based on forum, venue or personal or subject matter jurisdiction as they may relate to a suit or proceeding brought before such court in accordance with the Agreement.

For purposes of this Article VI, the term “Employment” shall refer to active employment with the Company, any Subsidiary or Affiliate, and shall not include salary continuation or severance periods.

ARTICLE VII

OTHER TERMS

- (a) Nothing in this Agreement shall interfere with or limit in any way the right of the Company or any Subsidiary or Affiliate to terminate the Grantee’s employment at any time. Neither the execution and delivery hereof nor the granting of the Award shall constitute or be evidence of any agreement or understanding, express or implied, on the part of the Company or any of its Subsidiaries to employ or continue the employment of the Grantee for any period.
- (b) Until the Restricted Stock Units have become vested, Grantee shall not have any rights as a stockholder (including the right to payment of dividends) by virtue of this grant of Restricted Stock Units.
- (c) During the Restricted Period, the Restricted Stock Units shall be nontransferable and non-assignable except by will or the laws of descent and distribution.
- (d) The award will be settled on a net basis. Prior to issuing any Common Shares, the Company will withhold an amount sufficient to satisfy federal, state, local, social security and Medicare withholding tax requirements relating to award. Any social security calculation or other adjustments discovered after net share payment will be settled in cash, not in Shares of Common Stock. Vesting will result in taxable compensation reportable on the Grantee’s W-2 in year of vesting.
- (e) The Company may from time to time adopt stock ownership requirements applicable to Grantees who are senior managers of the Company. In connection with and for the purpose of implementing those ownership requirements, the Company may adopt certain restrictions on the ability of a Grantee to sell shares issued under this Agreement when such ownership requirements have not been satisfied. Any such restriction on sale will be communicated

generally to affected Grantees and the restriction may be modified by the Company from time to time, at its discretion. Neither the Company nor its Board of Directors shall have any obligation or liability to a Grantee in connection with any such restriction.

- (f) This Restricted Stock Unit is an unfunded obligation of the Company and nothing in this Agreement shall be construed to create any claim against particular assets or require the Company to segregate or otherwise set aside any assets or create any fund to meet its obligations hereunder.
- (g) Anything herein to the contrary notwithstanding, a Grantee whose Restricted Stock Units have been forfeited as a result of termination of employment due to U.S. Military Service and who is later re-employed (in a full-time active status) after discharge within the time period set in 38 U.S.C. Section 4312 will be eligible to have the forfeited Restricted Stock Units reinstated as follows: (i) if such Grantee is re-employed during the Restricted Period, all forfeited Restricted Stock Units shall be reinstated; or (ii) if such Grantee is re-employed after the Restricted Period, a cash payment will be made to the Grantee, minus applicable taxes, for the value of the forfeited Restricted Stock Units on the Vest Date pursuant to procedures established by the Company for this purpose.
- (h) If any provision of this Agreement would cause Grantee to incur any additional tax or interest under Section 409A, the Company may reform such provision (including an amendment retroactive to the Effective Date to the extent permissible) to comply with Section 409A.
- (i) If the Company reasonably anticipates that the Company's tax deduction with respect to the payment upon vesting of the Restricted Stock Units would be limited or eliminated by application of Section 162(m) of the Internal Revenue Code, the Company may elect, in accordance with Section 409A, to delay the payment of such Restricted Stock Units to the earliest date in which the Company anticipates that its tax deduction for such payment will not be limited or eliminated.
- (j) This Agreement is subject to the 2010 Stock Incentive Plan heretofore adopted by the Company and approved by its shareholders. The terms and provisions of the Plan (including any subsequent amendments thereto) are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.
- (k) **Voluntary Deferral.** At such times and upon such terms and conditions as the Company shall determine in accordance with the terms of the Plan and Section 409A, the Company may permit eligible Grantees to elect to defer the distribution of an Award otherwise payable to the Grantee under this Agreement until termination of the Grantee's Employment or such other date Company shall permit.
- (l) This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to its choice of law provisions.

I have read the Restricted Stock Unit Agreement. I accept the Restricted Stock Unit award and agree to be bound by all of its terms and conditions, including mandatory binding arbitration of employment related disputes and, if applicable, any other provisions of Article VI.

**AETNA INC.
2010 STOCK INCENTIVE PLAN**

STOCK APPRECIATION RIGHT AGREEMENT

Pursuant to its 2010 Stock Incentive Plan, Aetna Inc. hereby grants to the person named below a stock appreciation right on the stated number of shares of Common Stock on the terms and conditions hereinafter set forth and in its Aetna Inc. 2010 Stock Incentive Plan.

Effective Date	Aetna No.	Grantee	Granted Shares	Grant Price

**ARTICLE I
DEFINITIONS**

- (a) "Committee" means the Company's Board Committee on Compensation and Organization or any successor thereto.
- (b) "Common Stock" means shares of the Company's Common Stock, \$.01 per share.
- (c) "Company" means Aetna Inc.
- (d) "Effective Date" means the date this SAR is granted.
- (e) "Exercise Date" means the date the Grantee has notified the designated broker to exercise all or a portion of the SAR.
- (f) "Fair Market Value" means the closing price of the Common Stock as reported by the Consolidated Tape of the New York Stock Exchange Listed Shares on the date such value is to be determined, or, if no shares were traded on such day, on the next date on which the Common Stock is traded.
- (g) "Fundamental Corporate Event" shall mean any stock dividend, extraordinary cash dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination, exchange of shares, warrants or rights offering to purchase Common Stock at a price substantially below fair market value, or similar event.
- (h) "Grant Price" means the dollar amount per share of Common Stock that is the basis for determining the appreciation in value of the Common Stock.
- (i) "Granted Shares" means the number of shares of Common Stock represented by this SAR, as set forth above, or such other amount as may result by operation of Article IV of this Agreement.
- (j) "Grantee" means the person named above to whom this SAR has been granted.
- (k) "Plan" means the Aetna Inc. 2010 Stock Incentive Plan.
- (l) "Shares of Stock" or "Stock" means the Common Stock.
- (m) "Stock Appreciation Right" or "SAR" means the right herein granted to be paid the excess, as of the Exercise Date, of (i) the Fair Market Value of the shares of Common Stock associated with this SAR (or the portion thereof that is surrendered on exercise) over (ii) the Grant Price of such SAR.
- (n) "Term" means the period during which the SAR granted hereby may be exercised.

**ARTICLE II
TERM OF SAR AND EXERCISE**

The Term of this SAR shall commence on **August 7, 2011** and shall terminate, unless sooner terminated by the terms of the Plan or this Agreement, at:

- (i) the close of the Company's business on the day preceding the fifth anniversary of the Effective Date, if the Company is open for business on such day; or
- (ii) the close of the Company's business on the next preceding day that the Company is open for business.

The SAR may be exercised only during the Term.

ARTICLE III

METHOD OF SAR EXERCISE

In order to exercise this SAR, Grantee must comply with procedures adopted by the Company from time to time. Under current procedures, the Grantee must exercise the SAR through the Company's designated broker.

In addition, if the Grantee has been notified that he or she must consult with a member of the Company's Law and Regulatory Affairs Unit prior to engaging in transactions in Aetna stock, Grantee must consult with Law prior to exercising this SAR.

Upon exercise of the SAR, payment (net of federal, state, local, social security and medicare taxes, if applicable) shall be paid in Common Stock as soon as administratively possible. The resulting shares of Common Stock will be deposited in a brokerage account established in Grantee's name at the designated broker.

ARTICLE IV CAPITAL CHANGES

In the event that the Committee shall determine that any Fundamental Corporate Event affects the Common Stock such that an adjustment is required to preserve, or to prevent enlargement of, the benefits or potential benefits made available under this SAR or the Plan, then the Committee may, in such manner as the Committee may deem equitable, adjust the (i) the number and kind of shares subject to the SAR or (ii) the SAR Grant Price. Additionally, the Committee may make provision for a cash payment to a Grantee or the Successor of the Grantee. However, the number of Shares of Stock subject to the SAR shall always be a whole number.

ARTICLE V OTHER TERMS

- (a) Grantee understands that the Grantee shall not have any rights as stockholder by virtue of the grant of the SAR but only with respect to shares of Common Stock actually issued to the Grantee in accordance with the terms hereof.
- (b) Anything herein to the contrary notwithstanding, the Company may postpone the exercise of the SAR for such time as the Committee in its discretion may deem necessary, in order to permit the Company with reasonable diligence (i) to effect or maintain registration under the Securities Act of 1933, as amended, of the Plan or the shares of Common Stock issuable upon the exercise of the SAR, or (ii) to determine that the Plan and such shares are exempt from registration; and the Company shall not be obligated by virtue of this SAR Agreement or any provision of the Plan to recognize the exercise of the SAR or to sell or issue shares of Common Stock in violation of said Act or of the law of any government having jurisdiction thereof. Any such postponement shall not extend the Term of the SAR; and neither the Company nor its Board shall have any obligation or liability to the Grantee, or to the Grantee's Successor, with respect to any shares of Common Stock as to which the SAR shall lapse because of such postponement.
- (c) The SAR shall be nontransferable and nonassignable except by will and by the laws of descent and distribution. During the Grantee's lifetime, the SAR may be exercised only by the Grantee.
- (d) This SAR is not an incentive stock option as described in the Internal Revenue Code of 1986, as amended, Sec. 422A (b).
- (e) This Agreement is subject to the 2010 Stock Incentive Plan heretofore adopted by the Company and approved by its shareholders. The terms and provisions of the Plan (including any subsequent amendments thereto) are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.
- (f) Neither the execution and delivery of this Agreement nor the granting of the Stock Appreciation Right shall constitute or be evidence of any agreement or understanding, express or implied, on the part of the Company or any of its Subsidiaries to employ Grantee for any period.
- (g) This Stock Appreciation Right is an unfunded obligation of the Company and nothing in this Agreement shall be construed to create any claim against particular assets or require the Company to segregate or otherwise set aside any assets or create any fund to meet its obligations hereunder.
- (h) The Company shall have the power to withhold an amount sufficient to satisfy Federal, state, local, social security and medicare withholding tax requirements, if applicable. Any social security calculation or other adjustments discovered after net shares payment will be settled in cash, not in Common Stock.
- (i) This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to its choice of law provisions.

IN WITNESS WHEREOF, AETNA INC. has caused this SAR Agreement to be executed as of the

AETNA INC.

By: _____
Its Chairman

Computation of Ratios

The computation of the ratio of earnings to fixed charges for the three months ended March 31, 2011 and the years ended December 31, 2010, 2009, 2008, 2007 and 2006 are as follows:

(Millions)	Three Months Ended	Years Ended December 31,				
	March 31, 2011	2010	2009	2008	2007	2006
Income from continuing operations before income taxes	\$ 898.4	\$ 2,644.2	\$ 1,901.2	\$ 2,174.2	\$ 2,796.4	\$ 2,586.6
Add back fixed charges	77.8	307.7	302.9	297.9	234.3	199.5
Income as adjusted ("earnings")	\$ 976.2	\$ 2,951.9	\$ 2,204.1	\$ 2,472.1	\$ 3,030.7	\$ 2,786.1
Fixed charges:						
Interest expense	\$ 66.1	\$ 254.6	\$ 243.4	\$ 236.4	\$ 180.6	\$ 148.3
Portion of rents representative of interest factor	11.7	53.1	59.5	61.5	53.7	51.2
Total fixed charges	\$ 77.8	\$ 307.7	\$ 302.9	\$ 297.9	\$ 234.3	\$ 199.5
Ratio of earnings to fixed charges	12.55	9.59	7.28	8.30	12.94	13.97

Aetna Inc.
Hartford, Connecticut

Re: Registration Statements Nos. 333-52124, 52122, 52120, 73052, 87722, 87726, 124619, 124620, 136176, 136177, 155961, 168497 and 168498

With respect to the subject registration statements, we acknowledge our awareness of the use therein of our report dated April 28, 2011 related to our review of interim financial information.

Pursuant to Rule 436 under the Securities Act of 1933 (the "Act"), such report is not considered part of a registration statement prepared or certified by an independent registered public accounting firm, or a report prepared or certified by an independent registered public accounting firm within the meaning of Sections 7 and 11 of the Act.

/s/ KPMG LLP

Hartford, Connecticut
April 28, 2011

Certification

I, Mark T. Bertolini, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Aetna Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 28, 2011

/s/ Mark T. Bertolini

Mark T. Bertolini

Chairman, Chief Executive Officer and President

Certification

I, Joseph M. Zubretsky, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Aetna Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 28, 2011

/s/ Joseph M. Zubretsky
Joseph M. Zubretsky
Senior Executive Vice President and Chief Financial Officer

Certification

The certification set forth below is being submitted to the Securities and Exchange Commission in connection with the Quarterly Report on Form 10-Q of Aetna Inc. for the period ended March 31, 2011 (the "Report") solely for the purpose of complying with Rule 13a-14(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code.

Mark T. Bertolini, Chairman, Chief Executive Officer and President of Aetna Inc., certifies that, to the best of his knowledge:

1. the Report fully complies with the requirements of Section 13(a) of the Exchange Act; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Aetna Inc.

Date: April 28, 2011

/s/ Mark T. Bertolini

Mark T. Bertolini

Chairman, Chief Executive Officer and President

Certification

The certification set forth below is being submitted to the Securities and Exchange Commission in connection with the Quarterly Report on Form 10-Q of Aetna Inc. for the period ended March 31, 2011 (the "Report") solely for the purpose of complying with Rule 13a-14(b) of the Securities Exchange Act of 1934 (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code.

Joseph M. Zubretsky, Senior Executive Vice President and Chief Financial Officer of Aetna Inc., certifies that, to the best of his knowledge:

1. the Report fully complies with the requirements of Section 13(a) of the Exchange Act; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Aetna Inc.

Date: April 28, 2011

/s/ Joseph M. Zubretsky

Joseph M. Zubretsky

Senior Executive Vice President and Chief Financial Officer