

# Personal Accident Insurance Plan

- ACCIDENTAL DEATH and DISMEMBERMENT
- COMA BENEFITS
- COMMON DISASTER BENEFIT
- PERMANENT TOTAL DISABILITY
- DAY CARE BENEFIT
- EDUCATION BENEFITS
- REHABILITATION BENEFIT
- REPATRIATION BENEFIT
- SEAT BELT/AIR BAG PROVISION
- CHILDREN'S ADDITIONAL BENEFIT

*For Eligible Employees of*

**University of California  
and their Families**

**IMPORTANT NOTICE:** The Program provides **ACCIDENT** insurance only. It does **NOT** provide basic hospital, basic medical, major medical or sickness coverage.

## Who is Eligible?

You are eligible to enroll if you are appointed by the University to work at least 17.5 hours or more per week and your paycheck is large enough from which to allow the required premium deduction corresponding to your elected coverage.

You may, by selecting one of the Family Plan Options, enroll your spouse and your unmarried Natural or legally adopted children under age 23. You may enroll unmarried children under age 18 for whom you are the legal guardian if living with you; dependent upon you for at least 50% support and claimed as your dependent for income tax purposes. You may enroll your unmarried stepchildren, natural or legally adopted children of your spouse or grandchildren of you or your spouse under age 23; if living with you; dependent upon you or your spouse for at least 50% support and claimed as your or your spouse's dependent for income tax purposes.

Further, your unmarried children as defined above, except a child for whom you are the legal guardian, who became incapacitated before age 23 may continue to be covered past age 23 provided you remain covered under this policy and the child is and continues to be incapable of self-support for reasons of mental or physical handicap and is chiefly dependent upon you for at least 50% of his or her support, and is your dependent for income tax purposes or is eligible for Social Security Income or Supplemental Security Income as a disabled person or working in supported employment which may offset the Social Security or Supplemental Security Income," and is living with you if a stepchild or grandchild (your natural or adopted child is not required to be living with you). Application must be made at least 31 days before the child's 23<sup>rd</sup> birthday and is subject to approval from the insurance company or a UC-sponsored health plan, the incapacity began before age 23, the child was enrolled in a group medical plan before age 23 and coverage is continuous. The Insurance Company may periodically request proof of continued disability. Incapacitated children approved for continued coverage under a University-sponsored medical plan are eligible for continued coverage under any other University-sponsored medical plan; if enrollment is transferred from one plan to another, a new application for continued coverage is not required.

If you are a newly hired Employee with an incapacitated child, you may also apply for coverage for that child. The child must have had continuous group medical coverage since age 23, and you must apply for University coverage during your Period of Initial Eligibility.

Eligible dependents also include your domestic partner and their eligible children as set forth in the University of California Group Insurance Regulations\*. For information on who qualifies and on the requirements to enroll a domestic partner, contact your local Benefits Office.

*\*These dependents are newly eligible effective January 1, 2001*

*Effective January 1, 2005, the University will recognize an opposite-sex domestic partner as a family member that is eligible for coverage in UC-sponsored benefits if the employee or domestic partner is age 62 or older and eligible to receive Social Security benefits and both the employee and domestic partner are at least 18 years of age.*

**Please note: if you have an eligible adult dependent relative enrolled in the UC-sponsored medical, dental and/or vision coverage, you may not enroll your spouse/ domestic partner in the AD&D plan.**

## Non-Duplication of Coverage

UC Group Insurance Regulations do not allow duplicate coverage. You may be covered as an employee or as an eligible family member of a UC employee. You may not be covered in more than one category. If both parents are UC employees, only one parent may cover the children. If a dependent obtains insurance as an eligible employee, they no longer qualify as a dependent. If a duplicate enrollment occurs, UC will cancel the later enrollment. UC and/or the insurance carrier reserves the right to request documentation to verify eligibility (marriage certificate, birth certificates, adoption records, tax records, etc).

You may not be covered under any combination of the active employee and retiree plans.

## What is The Coverage?

24-hour, 365-days-a-year insurance is provided for covered accidents in the course of business or pleasure. Coverage includes accidents (except as limited by Exclusions) whether on or off the job, occurring in the home, traveling by train, airplane, automobile, or other public and private conveyance.

The benefits provided under this Plan are payable in addition to any other insurance which may be in effect at the time of the accident. There are no geographical limits; it is worldwide accident protection.

“Injury” means bodily injury: (1) which is sustained as a direct result of an unintended, unanticipated accident that is external to the body and that occurs while the injured person’s coverage under the Policy is in force, and (2) which directly (independent of sickness, disease, mental incapacity, bodily infirmity or any other cause) causes a covered loss.

## Your Benefits

### Accidental Death and Dismemberment Including Paralysis

When Injury results in any of the following losses within 365 days of the date of the accident the Plan will pay as follows:

|   |                                 |
|---|---------------------------------|
| Loss of Life .....                                    | Full Principal Sum              |
| Loss of two or more members.....                      | Full Principal Sum              |
| Loss of speech and hearing in both ears .....         | Full Principal Sum              |
| Quadriplegia .....                                    | Full Principal Sum              |
| Paraplegia.....                                       | Three Quarters of Principal Sum |
| Loss of one member .....                              | One-Half of Principal Sum       |
| Loss of speech or hearing in both ears .....          | One-Half of Principal Sum       |
| Loss of four fingers on the same hand .....           | One-Half of Principal Sum       |
| Loss of four toes of the same foot.....               | One-Half of Principal Sum       |
| Hemiplegia .....                                      | One-Half of Principal Sum       |
| Loss of thumb and index finger of the same hand ..... | One-Quarter of Principal Sum    |

*“Member” means hand, foot or eye. “Loss” as used with reference to hand or foot means actual severance through or above the wrist or ankle joint; as used with reference to eye means irrecoverable loss of the entire sight thereof; with reference to loss of digits of the same hand means loss by actual severance through or above the metacarpophalangeal joints; as used with reference to speech means irrecoverable loss of speech which does not allow audible communication in any degree; as used with respect to hearing means irrecoverable loss of hearing which cannot be corrected by a hearing aid or device; as used with reference to quadriplegia means the complete and irreversible paralysis of both upper*

*and lower limbs; as used with reference to paraplegia means the complete and irreversible paralysis of both lower limbs; as used with reference with hemiplegia means the complete and irreversible paralysis of upper and lower limbs of one side of the body. Indemnity provided hereunder will not be paid, under any circumstances, for more than one of the losses, the greatest, sustained by any one covered person as the result of any one accident.*

### **Children's Additional Indemnity Dismemberment/Paralysis**

Pays double the Child's Principal Sum when an insured dependent child suffers a covered Accidental Dismemberment or Accidental Paralysis. The amount payable is an amount equal to the amount payable under the Accidental Dismemberment or Paralysis benefit (specified above), subject to a maximum of \$100,000.

### **Day Care Benefit**

Pays the lesser of:

- ❖ Actual cost of day care for the year, following date of covered accident causing the employee's death
- ❖ 5% of Employee's Principal Sum
- ❖ \$5,000 (\$20,000 maximum for four years)

Benefit Payable each year for maximum of 4 years for Children under age 13 on the date of the accident causing the employee's death who are enrolled in a Day Care Center or enroll within 365 days of the accident. No benefit will be payable after 4 years or beyond age 13.

### **Rehabilitation Benefit**

Pays up to \$10,000 for all covered Rehabilitation Expenses (as defined in the Policy) within 2 years of a covered accident that result in an Accidental Dismemberment or Paralysis of an Insured Person.

Excludes work-related injuries payable under Workers' Compensation or other similar law.

### **Coma Benefit**

When a covered accident renders the Insured Person Comatose within 30 days of the covered accident and Coma continues for a period of 30 days, the plan pays a monthly benefit of 1% of the Insured Person's Principal Sum as long as the Insured Person remains Comatose to a maximum of 100% of the Principal Sum. If an Insured Person suffers one or more losses from the same accident for which amounts are payable under more than one Benefit provided, the maximum amount payable will not exceed the amount payable for one of those losses, the largest.

### **Common Disaster Benefit**

*(only available if you elect to cover your spouse)*

If you and your covered spouse both suffer a covered accidental death in the same accident within 90 days of the covered accident, your spouse's principal sum amount will be increased to equal yours to a maximum of \$500,000.

### **Education Benefit**

If you have elected Family Plan or Modified Family Plan coverage and suffer loss of life in a covered accident while insured under this Plan, the Plan will pay, in addition to all other benefits payable, an amount equal to the least of the following amounts: (1) the actual annual tuition, exclusive of room and board, charged by an institution of higher learning per school year, or; (2) 5% of your Principal Sum, or; (C) \$1,500.00, to or on behalf of any

dependent child \* who, at the date of the accident: (a) was enrolled as a full-time student in an institution of higher learning or (b) was enrolled as a full-time high school student (beyond the 8<sup>th</sup> grade level) and subsequently enrolls in an institution of higher learning within 365 days of high school graduation.

This benefit is payable annually for a maximum of four consecutive annual payments but only if the dependent child continues his or her education as a full-time student in an institution of higher learning. This Plan will also pay, in addition to all other benefits payable, the actual cost incurred within 30 months from the date of death (subject to a maximum of \$10,000) to or on behalf of your surviving spouse/ domestic partner who has enrolled in any professional or trades training program for the purpose of obtaining an independent source of support and maintenance.

“Institute of Higher Learning” as used herein includes, but is not limited to any state university, private college or trade school.

\* “Dependent Child,” as respect to this benefit provision only shall mean any unmarried child under 23 years of age who is dependent upon you for at least 50% of his maintenance and support.

### **Seat Belt/Air Bag Provision**

An additional 10% of the applicable Principal Sum amount will be paid if you or a covered family member suffers loss of life despite restraint by a seat belt or air bag in an automobile accident.

### **Natural Disaster Benefit**

An additional 10% of the applicable Principal Sum amount will be paid if you or a covered family member suffers loss of life or sustains a covered loss as a result of a Natural Disaster.

“Natural Disaster” means a storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that is due to natural causes and results in such severe and widespread damage that the area of damage is officially declared a disaster area by a state or federal government if the event occurs in the United States of America, or by a corresponding authority if the event occurs outside the United States of America.

### **Permanent and Total Disability**

*(not applicable to spouse/ domestic partner or eligible dependent children or to you if you are age 70 or older on the date of the accident)*

When Injury causes you to be permanently and totally disabled within 120 days of a covered accident, and you are unable to perform the material and substantial duties of any occupation for which you are qualified by reason of your education, training or experience and such disability lasts for 12 consecutive months and you are then judged to be permanently and totally disabled, the Plan will pay the Principal Sum less any amount paid or payable under the policy as a result of the same accident, at the rate of one percent per month for 100 months.

**Repatriation of Remains Benefit**

*(Also available to covered spouses and/or covered dependent child (ren), if enrolled)*

If you suffer a covered accidental death while at least 100 miles from home, the benefits pay for covered expenses to return your body to home to a maximum of \$50,000.

**What Are The Exclusions?**

No coverage shall be provided under the Policy and no payment shall be made for any losses resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks even if the proximate or precipitating cause of the loss is an accidental bodily Injury: suicide or any attempt at suicide or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury or auto-eroticism; sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from any of these; travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured Person is (a) riding as a passenger in any aircraft not intended or licensed for the transportation or passengers (b) performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or (c) riding as a passenger in an aircraft owned, leased or operated by the University of California; declared or undeclared war, or any act of declared or undeclared war; infections of any kind regardless of how contracted, except bacterial infections that are directly by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition; full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured Person is not covered due to his or her active duty status will be refunded.) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded.).

### What Is The Schedule of Monthly Costs?

Here is a chart summarizing the monthly cost for you and your family which will be paid by monthly payroll deductions. This chart should be used when filling out the Enrollment Form.

| PRINCIPAL SUM | EMPLOYEE ONLY | FAMILY PLAN | MODIFIED FAMILY PLAN |
|---------------|---------------|-------------|----------------------|
| \$10,000      | \$0.14        | \$0.24      | \$0.17               |
| \$20,000      | \$0.28        | \$0.48      | \$0.34               |
| \$30,000      | \$0.42        | \$0.72      | \$0.51               |
| \$40,000      | \$0.56        | \$0.96      | \$0.68               |
| \$50,000      | \$0.70        | \$1.20      | \$0.85               |
| \$60,000      | \$0.84        | \$1.44      | \$1.02               |
| \$70,000      | \$0.98        | \$1.68      | \$1.19               |
| \$80,000      | \$1.12        | \$1.92      | \$1.36               |
| \$90,000      | \$1.26        | \$2.16      | \$1.53               |
| \$100,000     | \$1.40        | \$2.40      | \$1.70               |
| \$125,000     | \$1.75        | \$3.00      | \$2.12               |
| \$150,000     | \$2.10        | \$3.60      | \$2.55               |
| \$175,000     | \$2.45        | \$4.20      | \$2.97               |
| \$200,000     | \$2.80        | \$4.80      | \$3.40               |
| \$300,000     | \$4.20        | \$7.20      | \$5.10               |
| \$400,000     | \$5.60        | \$9.60      | \$6.80               |
| \$500,000     | \$7.00        | \$12.00     | \$8.50               |

### How Do I Enroll?

To become insured under the Plan you need only submit a completed University of California enrollment form, which you may obtain from your department or from your local Benefit Representative. Please return the completed form to your local Benefits or Accounting Office.

You may enroll in this Plan at any time as there is no period of initial eligibility associated with this coverage.

Each employee enrolling in the Plan will receive a certificate of insurance.

### How Much Coverage May I Obtain for My Family?

Under the Family Plan your spouse/domestic partner and eligible children are automatically covered as follows: your spouse/domestic partner is insured for a Principal Sum equal to 50% of your Principal Sum and each eligible child is insured for 20% of your Principal Sum. If you have no eligible children, your spouse/domestic partner's Principal Sum is 60% of yours.

### What Is The Modified Family Plan?

The Modified Family Plan covers one parent and all eligible children, at a modified premium rate. If both husband and wife/domestic partner are eligible employees of the University, only one may elect to cover their eligible children. Single parents may elect to

cover themselves and their eligible children. Under the Modified Family Plan each of your eligible children is insured for an amount equal to 20% of your Principal Sum.

### **To Whom Are My Benefits Paid?**

Benefits for loss of your life will be payable in accordance with the beneficiary designation on your enrollment form. If no such designation has been made, such indemnity shall be payable to the person or persons (in equal shares) in the first of the following categories in which there is a survivor:

1. Your spouse or domestic partner
2. Child or children of deceased child shall take the share of such child by representation;
3. Your parent or parents;
4. Your surviving brothers and sisters;
5. Your executors and administrators.

If you select either of the Family Plans, you will be the beneficiary of your covered dependents for loss of life. If you are not living at the date of death of your covered dependent, payment will be made (a) in the case of the death of your spouse/ domestic partner, to the spouse/domestic partner's executors or administrator; (b) in the case of the death of your child, to the first surviving class of the following classes of successive preference beneficiaries; the child's (1) surviving parent; (2) surviving brothers and sisters; (3) executors or administrators. All other indemnities are payable to the person suffering the loss.

### **When Will Coverage Be Effective?**

Your insurance will become effective as of the date the electronic enrollment is completed or the application is received in your local Benefits or Accounting Office or your first day of eligibility, whichever is later.

Insurance of an employee who is not actively at work on the normal effective date will become effective the day after the employee's first full day actively at work, unless the employee is on an approved leave with pay for non-health reasons.

Your newborn natural child is covered from the date of birth and any minor child placed with you for adoption is covered when the child is placed in your physical custody; provided you are enrolled in one of the family plans and the child's effective date of coverage is not earlier than your coverage effective date. New or increased coverage for any other family member who is hospitalized on the normal effective date begins on the day after the family member is discharged from the hospital.

### **When Does My Coverage Terminate?**

Your coverage will terminate immediately on the earliest of the following dates:

- a) On the date the Master Policy is terminated.
- b) On the premium due date if the University fails to pay the required premium for you except as the result of an inadvertent error.
- c) On the premium due date next following the date you cease to be an eligible employee of the University for this insurance.
- d) With respect to an Insured Person who is insured under the Master Policy as a dependent, on the premium due date next following the date he or she ceases to be an eligible dependent

Coverage for a subscriber or enrolled dependent may be terminated for fraud or deception in the use of services of the Plan or for knowingly permitting such fraud or

deception by another. Such termination shall be effective upon mailing of written notice by the Plan to the subscriber and the University. Termination of coverage of a dependent for fraud shall not cancel the enrollment of other family members. Termination of coverage for subscriber shall cancel automatically the enrollment of all of the subscriber's dependents.

### **When You Retire**

You and your family members may not continue the UC-sponsored Employee AD&D coverage when you retire. You and your spouse/domestic partner, however, may purchase AD&D coverage through the UC-sponsored Voluntary Accident Insurance Program available to UC retirees. Contact the insurance carrier for more information.

### **May I Convert My Insurance?**

If you leave your employment with the University of California for any reason you may convert within 31 days of termination to an individual form of Accidental Death & Dismemberment coverage at the individual premium rate in use at time of the conversion. No medical certification will be required to obtain the conversion policy. Coverage cannot exceed the amount purchased under the Group Plan (not less than \$10,000 nor more than \$500,000). Covered dependents can also convert with the same restrictions as above. Coverage will be effective either the date the application for the converted policy is received or the date coverage under the group contract ends, whichever is later.

### **Action Which May Affect Coverage**

The following provisions apply unless the employee or family member converts to an individual plan.

**LEAVE WITHOUT PAY.** You may continue coverage for up to 2 years of an approved leave without pay or during an approved military leave of up to 31 days by making direct payment of premiums to your local accounting office. If you do not continue coverage during a leave without pay, you must re-enroll by the end of the month following your return to work in order to renew your coverage.

**LEAVE WITH PAY.** You may continue coverage for up to 2 years as long as earnings cover required deductions.

**FURLOUGH/LAYOFF.** You may continue coverage for up to 4 calendar months by making direct payment of premium.

**INSUFFICIENT EARNINGS.** If premium cannot be taken from the first check following two consecutive months of missed premiums, coverage lapses retroactively to the first day of the first month for which a premium was missed.

**University of California  
Group Accidental Death & Dismemberment Insurance  
Active Employees**

**PLAN ADMINISTRATION**

By authority of The Regents, University of California Employee Benefits, located in Oakland, California, administers this plan in accordance with applicable documents and regulations, custodial agreements, University of California Group Insurance Regulations, group insurance contracts/service agreements, and state and federal laws. No person is authorized to provide benefits information not contained in these source documents and cannot be relied upon as having been authorized by The Regents. The terms of those documents apply if information in this booklet is not the same. The University of California Group Insurance Regulations will take precedence if there is a difference between its provisions and those of this booklet and/or Group Contract. What is written here does not constitute a guarantee of plan coverage or benefits – particular rules and eligibility requirements must be met before benefits can be received. Health and welfare benefits are subject to legislative appropriation and are not accrued or vested benefit entitlements.

This section describes how this Plan is administered and what your rights are.

**Sponsorship and Administration of the Plan**

The University of California is the Plan sponsor and administrator for the Plan described in this booklet.

If you have a question, you may direct it to:

**University of California  
Office of the President  
Human Resources  
300 Lakeside Drive  
Oakland, CA 94612-3557  
1-800-888-8267**

Claims under the Plan are processed by National Union Fire Insurance Company of Pittsburgh, PA at the following address and phone number.

**Chartis U.S.  
Chartis Domestic Claims  
Accident & Health Claims Department  
P.O. Box 25987  
Shawnee Mission, KS 66225-5987  
(302) 661-4176**

**Employer Identification Number**

The employer identification number assigned to the Regents of the University of California by the Internal Revenue Service is 94-2557406.

**Group Contract Number**

The group contract number for this Plan is PAI0009124933

**Type of Plan**

This Plan is a welfare plan that provides group accidental death and dismemberment benefits. This Plan is offered under the University of California Benefit Programs.

**Plan Year**

January 1 through December 31.

**Continuation of the Plan**

The University of California intends to continue the benefits described here indefinitely; however, all benefits of all employees, retirees and plan beneficiaries are subject to change or termination at the time of contract renewal or at any other time by the University or other governing authorities. The University also reserves the right to determine new premiums and employer contributions at any time.

**Financial Arrangement**

The benefits under the Plan are paid by the National Union Fire Insurance Company of Pittsburgh, PA under the insurance contract. Premiums are currently paid entirely by the employee.

**Agent for Service or Legal Process**

Legal Process may be served on National Union Fire Insurance Company of Pittsburgh, PA at the address listed above.

**Certificate**

A certificate of insurance will be provided (by National Union Fire Insurance Company of Pittsburgh, PA), following enrollment in the plan, describing in detail the coverage summarized in this brochure.

**Your Rights Under This Plan**

As a participant in the University of California Accidental Death and Dismemberment Plan, you are entitled to certain rights and protection. All plan participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office, or instead of or in addition to, at other locations that may be specified by the Plan Administrator, all Plan documents, including the insurance contract.

Obtain copies of all Plan documents for a reasonable charge upon written request to the Plan Administrator.

**How to File a Claim**

You or your beneficiaries should protect your rights by filing a written notice of claim with National Union Fire Insurance Company of Pittsburgh, PA within 20 days of the loss. See Uniform Provisions Section of your certificate, paragraphs "Notice of Claim," "Claim Forms," "Proofs of Loss" "Time of Payment of Claims."

If a claim is denied, your beneficiary will receive a notice from National Union Fire Insurance Company of Pittsburgh, PA that states the reasons for the denial and describes any additional information needed. Your beneficiary may, within 60 days after receiving notice of the denial formally appeal the denial in writing. The appeal should state the specific reasons with reference to the Policy provisions, why the claim should not be denied.

National Union Fire Insurance Company of Pittsburgh, PA will reply to your beneficiary in writing. If more than 60 days from the date the formal appeal is received are needed for an evaluation, your beneficiary will be notified in writing of the reason for the extension of time. National Union Fire Insurance Company of Pittsburgh, PA decision is final.

**Nondiscrimination Statement**

In conformance with applicable law and University policy, the University of California is an affirmative action/equal opportunity employer.

Please send inquiries regarding the University's affirmative action and equal opportunity policies for staff to Director of Diversity and Employee Programs, University of California, Office of the President, 300 Lakeside Drive, Oakland CA 94612, and for faculty to Associate Director of Academic Personnel, University of California Office of the President, 1111 Franklin Street, Oakland, CA 94607.

## **IMPORTANT**

This pamphlet provides you with an easy-to-understand summary of the benefits provided under the Personal Accident Insurance Plan offered by National Union Fire Insurance Company of Pittsburgh, PA. If any conflict should arise between the contents of this summary and the Master Policy PAI0009124933 or the University's Group Insurance Regulations, or if any point is not covered herein the terms of the Master Policy will govern in all cases.

YOU MAY DIRECT INQUIRIES ABOUT THIS PROGRAM TO:

### **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

TWO RINCON CENTER  
121 SPEAR STREET  
SAN FRANCISCO, CA 94105-1588  
1-800-772-7863

This program is Underwritten by

### **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

Executive Offices:  
70 Pine Street  
New York, NY 10270