

Voluntary Group Accident Insurance Program

Designed for the Eligible Retired Persons (Retirees) of

UNIVERSITY OF CALIFORNIA



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

ELIGIBILITY

All retired persons (Retirees) and Survivor Retirees who are not active employees of the Policyholder. Legal spouses of the foregoing person may be covered under the “Individual and Spouse Plan”.

Eligible dependents also include your domestic partner 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.*

DESCRIPTION OF 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.

SCHEDULE OF BENEFITS

ACCIDENTAL DEATH AND DISMEMBERMENT INDEMNITY INCLUDING PARALYSIS

When Injury results in any of the following losses within 365 days of the date of the accident the Insurance Company will pay in one sum the indicated amount of Principal Sum for:

Loss of Life	Full Principal Sum
Loss of two or more members	Full Principal Sum
Quadriplegia	Full Principal Sum
Paraplegia	Three Quarters of Principal Sum
Loss of one member.....	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-Half of Principal Sum
Loss of one hand or one foot.....	One-Half of Principal Sum

“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 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.

“Injury” means bodily injury caused by an accident occurring while your coverage is in force as to the Insured Person, and resulting directly and independently of all other causes in loss covered by this policy.

SEAT BELT/AIR BAG PROVISION

An additional 10% of the applicable Principal Sum amount will be paid if you or your covered spouse/domestic partner 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 your covered spouse/domestic partner 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.

REHABILITATION BENEFIT

Pays up to \$10,000 for all Rehabilitation Expenses within 2 years of a covered accident that results 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 accident for which amounts are payable under more than one Benefit provided, the maximum amount payable will for one of those losses, the largest.

EXCLUSIONS

The policy does not cover any loss caused by or resulting from:

- (1) suicide or attempt threat while sane or self-destruction or any attempt threat while insane;
- (2) disease of any kind;
- (3) bacterial infection, except pyogenic infections which shall occur through an accidental cut or wound;
- (4) hernia of any kind;
- (5) declared or undeclared war or any act thereof;
- (6) service in the military, naval, or air service of any country
- (7) flying as a pilot or crew member of any aircraft or flying as a passenger in any aircraft owned, leased, or operated by the University of California.

BENEFITS AND COST OF BENEFITS

Retiring employees of the University of California enrolled in the Active Employee Accidental Death and Dismemberment Plan may select the amount of Principal Sum for which they are enrolled under the Active Employee Plan with a maximum Principal Sum of \$250,000, or may select one of the amounts shown.

Those eligible, retiring University of California employees not previously enrolled in the University of California Active Employee Plan may enroll in his plan for the following amounts of Principal Sum only:
\$10,000, \$25,000, \$50,000 or \$100,000.

Individual Plan: Covers the enrolling individual only. The annual cost is \$.70 per \$1,000 of Principal Sum.

Individual & Spouse/Domestic Partner Plan: Under this plan, you are insured for the Principal Sum chosen and you and your spouse/domestic partner is automatically insured for a Principal Sum equal to 60% of your Principal Sum. The annual cost is \$1.08 per \$1,000 of Principal Sum.

Figure out your needs then select the amount of insurance (Principal Sum as indicated above) that you feel offers the best protection

Maximum Principal Sum	Individual Plan Annual Cost	Individual & Spouse/ Domestic Partner Plan Annual Cost
\$10,000	\$7.00	\$10.80
\$25,000	\$17.50	\$27.00
\$50,000	\$35.00	\$54.00
\$100,000	\$70.00	\$108.00

BENEFICIARY

Benefits for loss of your life will be payable in accordance with the beneficiary designation on your enrollment form. If no such designation is in effect, benefits will be paid to your estate.

EFFECTIVE DATE OF COVERAGE

The effective date shall be the date the completed enrollment form is received by the Insurance Company.

For retiring eligible persons already enrolled under the University of California Active Employee Accidental Death & Dismemberment Plan, coverage under this plan shall not be in effect until after that person's coverage under the Active Employee Plan has expired.

NON-DUPLICATION OF COVERAGE

An eligible retired employee who is also a spouse/domestic partner of an active University of California employee may enroll under the Individual Annuitant Plan or may be covered as a family member under the Active Employee Family Plan. Such person may not be covered both as an individual and as a family member under any combination of the Active Employee and Annuitant Plans.

INDIVIDUAL TERMINATIONS

Your insurance 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 you fail to pay the required premium; or
- c) with respect to any Person who is insured under the Master Policy as a spouse/domestic partner, on the premium due date he or she ceases to be an eligible spouse/domestic partner

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. Termination of coverage of a dependent for fraud shall not cancel the enrollment of other family members. Termination of coverage for a subscriber shall cancel automatically the enrollment of all of the subscriber's dependents.

Although it is the present intention of both the University of California and American Home Assurance Company that this insurance shall remain in effect indefinitely, the Master Policy may be canceled by the University of California by giving written notice.

The Master Policy may be renewed on any anniversary date, and the Insurance Company may refuse to renew only upon the failure of the University of California to furnish information reasonably requested by the Insurance Company or to perform any of its obligations pertaining to the Master Policy, or if the University of California carries another plan of insurance that provides similar coverage.

HOW TO ENROLL

- 1) Select the benefit which best fits your needs.
- 2) Complete the attached enrollment form. You may select one of two plans. One plan provides coverage for an eligible person only, and the other plan provides coverage for an eligible person and spouse/domestic partner.
- 3) Return the enrollment form with your check or money order for the appropriate premium made payable to:

AMERICAN HOME ASSURANCE COMPANY
TWO RINCON CENTER
121 SPEAR STREET
SAN FRANCISCO, CA 94105 – 1588

This pamphlet provides you with an easy-to-understand summary of the benefits provided under the Personal Accident Insurance Plan offered by American Home Assurance Company.

If any conflict should arise between the contents of this summary and the Master Policy, or if any point is not covered herein, the terms of the Master Policy will govern in all cases.

**UNIVERSITY OF CALIFORNIA
GROUP ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**

RETIREES

PLAN ADMINISTRATION

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 sponsor and administrator for the Plan described in the brochure.

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

**University of California
Office of the President
Employee Benefits Plan Administration
300 Lakeside Drive, 5th Floor
Oakland, CA 94612-3557
1-800-888-8267, * 70651**

Claims under the Plan are processed by American Home Assurance Co. at the following address and phone number.

**American International Companies
Accident & Health Claims Division
PO Box 15701
Rockwood Plaza Complex
Wilmington, Delaware 19850-5701
(302) 761-3700**

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 EAP-9015360 A-Y.

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 Plan described here in your certificate but reserves the right to terminate or amend it at any time. The right to terminate or amend applies to all Retirees and their Plan beneficiaries. Each year the University of California will determine the terms of the Plan.

Financial Arrangements

The benefits under the Plan are paid by the American Home Assurance Company under an insurance contract. Premiums are currently paid entirely by the Retiree.

Agent for Serving or Legal Process

Legal Process may be served on American Home Assurance Company at the address listed above.

Certificate

A certificate of insurance will be provided (by American Home Assurance Co.), 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 American Home Assurance Co. within 20 days of the loss. See Uniform Provisions Section of your certificate, paragraphs "Notice of Claim," "Claim Forms," "Proofs of Loss" "Time off Payment of Claims."

If a claim is denied, your beneficiary will receive a notice from American Home 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.

American Home 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. American Home's 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/equal opportunity policies for staff to Director Mattie Williams and for faculty to Executive Director Sheila O'Rourke at this address.

University of California Office of the President

1111 Franklin Street
Oakland, CA 94607

YOU MAY DIRECT INQUIRIES ABOUT THIS PROGRAM TO:

AMERICAN HOME ASSURANCE COMPANY

TWO RINCON CENTER
121 SPEAR STREET
SAN FRANCISCO, CA 94105-1588
(415) 836-7341
1-800-772-7863

This program is Underwritten by

American Home Assurance Company

A Capital Stock Company

Founded 1853

70 Pine Street
New York, NY 10270

Over the years, American Home has earned a reputation for service, efficiency and financial stability. It is licensed in all 50 states, the District of Columbia, and Puerto Rico.

A Member Company of American International Group

(11/04)