

# 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, 2001, 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: (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.

### **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 covered Rehabilitation Expenses (as defined in the Policy) 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**

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.)

**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 \$1.00 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 \$1.55 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	\$ 10.00	\$ 15.50
\$ 25,000	\$ 25.00	\$ 38.75
\$ 50,000	\$ 50.00	\$ 77.50
\$100,000	\$100.00	\$155.50

**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 Retiree 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 Retiree 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 National Union Fire Insurance Company of Pittsburgh, PA 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 "National Union Fire Insurance Company of Pittsburgh, PA" to the following address:

University of CA - Retirees  
PO BOX 100408  
Pasadena, CA 91189-0408

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, 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 **National Union Fire Insurance Company of Pittsburgh, PA** at the following address and phone number.

**American International Companies  
AIG Domestic Claims  
Accident & Health Claims Department  
P.O. Box 25987  
Shawnee Mission, KS 66225-5987  
(800) 551-0824  
Fax: (302) 661-8940**

**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 PAI 9124922.

**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 National Union Fire Insurance Company of Pittsburgh, PA under an insurance contract. Premiums are currently paid entirely by the Retiree.

## **Agent for Serving 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:

- 1) 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.
- 2) 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 off 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's decision is final.

## **Nondiscrimination Statement**

In conformance with applicable law and University policy, the University 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 Director of Academic Affirmative Action, University of California Office of the President, 1111 Franklin Street, Oakland, CA 94607.

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 - option 1**  
(Please be sure to leave a detailed voice mail so AIG may assist you promptly.)

This program is underwritten by

**National Union Fire Insurance Company of Pittsburgh, PA**

Executive Offices:  
70 Pine Street, New York, NY 10270

(rev 1/2009)