6300. ANNUITANT ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (AD&D)

6301. Introductions and Definitions

The UC-sponsored Accidental Death and Dismemberment (AD&D) insurance Plan provides group term accident insurance for eligible Annuitants and their spouses or domestic partners, as described below. Such coverage is subject to change or termination at the time of contract renewal or at any other time by UC or other governing authorities. UC also reserves the right to negotiate new premiums at any time. Health and welfare benefits, including accident insurance, are not accrued or vested benefit entitlements.

Enrollment and additions to or deletions from Annuitant AD&D insurance coverage, as well as payment of plan premiums, are handled between the Annuitant and the insurance carrier. UC will work with Annuitants and the insurance carrier to determine an Annuitant's and/or spouse or domestic partner's eligibility for coverage.

A. <u>Definitions</u> - Defined terms are listed in the Medical and Dental Section of the Annuitant GIRs, Section 6001, or as referenced in Part 1, Section 2 of these GIRs.

6302. Eligibility

- A. <u>Annuitant Requirements</u> Annuitants receiving monthly Retirement Income or Disability Income from UCRP or another Qualifying Plan with an effective date within 120 days of their separation from University employment or, in the case of survivor income, within 120 days of the death of an Active, Disabled or Retired Member, are eligible for Annuitant AD&D Plan coverage, provided that:
 - 1. Effective with Retirement, Disability or Survivor Income commencing on or after January 1, 2019, the Annuitant maintains eligibility for UC Annuitant Medical and Dental coverage (including suspension) as described in Article 6000 of these GIRs.
 - 2. Annuitants maintain eligibility for and continue to receive a monthly payment from UCRP or another Qualifying Plan.
- B. <u>Ineligible Categories</u> Individuals in certain categories are not eligible. These categories include, but are not limited to:

- 1. individuals only receiving an annuity or installments payments from a UC-sponsored defined contribution plan;
- 2. Inactive Members;
- 3. children of Annuitants;
- 4. guardians or custodians of survivor Annuitants;
- 5. spouses of survivor Annuitants.
- C. <u>Family Members</u> Spouses and domestic partners of Retired Members or Disabled Members are the only Family Members who may be covered. Annuitants may name any individual(s) as a beneficiary.

6303. Enrollment and Disenrollment

Clerical error, by itself, will not be the basis for including or excluding individuals.

A. Enrollment

Eligible Annuitants may enroll in and/or add a spouse or domestic partner to Annuitant AD&D coverage at any time. There is no period of initial eligibility (PIE), open enrollment period (OEP), deferred effective date or statement of health process applicable to Annuitant AD&D insurance.

- B. Duplicate University-Sponsored Coverage is not allowed.
 - 1. If both the Annuitant and spouse/domestic partner are eligible to enroll in AD&D insurance as either an Employee or an Annuitant:
 - a. each may enroll separately, or
 - b. one may enroll and cover the other as a Family Member.

If they both enroll separately,

- c. neither may cover the other as a Family Member.
- 2. Inadvertent duplication of coverage will require disenrollment and refunding of premium for the duplicated portion of the coverage.
- **C.** <u>Disenrollment</u> Ineligible individuals must be disenrolled. The University reserves the right to permanently disenroll ineligible individuals.

D. <u>Misuse of the Plan - The Plan Administrator reserves the right to</u> <u>have individuals who misuse the plan disenrolled.</u>

Misuse of the Plan is defined in the Definitions and Abbreviations section (Part I, Section 2) of these GIRs and includes, but may not be limited to, actions such as falsifying enrollment or claims information, intentionally enrolling an individual who is not a spouse/domestic partner, threats or abusive behavior toward insurance representatives.

6304. Effective Date

Insurance coverage begins on the date the appropriate enrollment form/request is received by the insurance carrier. For retiring Members, Annuitant AD&D coverage shall not be in effect until coverage under the Active Employee coverage has expired.

Annuitants may cancel coverage or delete a spouse/domestic partner from coverage at any time. Coverage ends on the last day of the month in which a form/request to cancel coverage or delete a spouse/domestic partner is received by the insurance carrier.

6305. University Contribution

There is no University Contribution for Annuitant AD&D insurance.

6306. Premiums

A. <u>Payment</u> – Premiums are submitted to the AD&D insurance carrier directly by the Annuitant. Payments are made on an annual basis.

Premiums will not be refunded retroactively if the Annuitant should have, but did not notify the carrier to cancel coverage or delete a spouse/domestic partner.

When the plan is cancelled or a spouse/domestic partner is deleted, any premium adjustment is made on the effective date of the change if it falls on the first of the month; otherwise, it is made on the next following first of the month.

B. <u>**Rate Changes**</u> are made when the contract is renewed, when required by contract amendments or when the Annuitant makes changes in coverage.

6307. Actions Which Affect Coverage

The following provisions apply:

- A. Loss of Eligible Spouse/Domestic Partner Status The Annuitant may not continue to cover a former spouse/domestic partner and must notify the insurance carrier to delete the former spouse/domestic partner from coverage.
 - <u>Divorce/Legal Separation/Annulment</u> Eligibility of a spouse stops at the end of the month in which the divorce/legal separation/annulment is final.
 - Ineligible Domestic Partner Eligibility of a domestic partner stops at the end of the month in which the domestic partnership is terminated and/or the individual ceases to meet any one of the eligibility requirements (described in Part II, Section 1.C).
- **B.** <u>Termination of Monthly Benefits</u> Coverage ends on the last day of the month in which the individual is last eligible for UCRP monthly benefits (i.e., Retirement/Survivor Income or Disability Income).
- C. <u>Voluntary Cancellation of Coverage</u> An Annuitant may voluntarily cancel coverage for him/herself or eligible spouse/domestic partner at any time. Coverage ends on the last day of the month in which a form/request to cancel coverage or delete a spouse/domestic partner is received by the insurance carrier.

6308. Termination of Coverage

Coverage ends on the earliest of the following dates:

- A. the last day of the month the Annuitant was eligible for UCRP monthly benefits (i.e., Retirement/Survivor Income or Disability Income) and premiums are paid;
- **B.** the last day of the month in which the individual is eligible for coverage as a spouse/domestic partner;
- **C.** the last day of the month in which a form/request to cancel coverage or delete a spouse/domestic partner is received by the insurance carrier;
- **D.** the day the group contract between the University and the carrier is terminated or on such other date as is specified in the contract.

Clerical error, by itself, is not the basis for extension of coverage past the date it would otherwise end.

Annuitants may cancel Annuitant AD&D insurance or delete a spouse/domestic partner from coverage at any time by submitting a form/request to the insurance carrier.

6309. Continued Group Coverage (COBRA)

COBRA continuation does not apply.

6310. Conversion

When coverage ends due to loss of eligibility, certain plans may be converted to an individual plan offered by the carrier without the need for evidence of insurability. The terms regarding availability of an individual plan are determined by each plan and may not be available in all cases. The Annuitant or spouse/domestic partner must apply for conversion. The carrier must receive the conversion application and the required premium within the timeframe specified in the plan booklet (generally 31 days from the date the group coverage ends).