

# Personal Accident Insurance Plan

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

*For Eligible Employees of*

**UNIVERSITY OF CALIFORNIA  
and their Families**

## ➤ **Who is Eligible?**

You are eligible to enroll if you are appointed by the University to work at least 43.75% time 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 or grandchildren 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, 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 before the child's 23rd birthday and is subject to approval from the insurance company or a UC-sponsored health plan. The Insurance Company may require that you provide satisfactory proof of continuous incapacity at the time of the claim.

Eligible dependents also include your same-sex 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 same-sex domestic partner, contact your local Benefits Office.

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

**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/same sex domestic partner in the AD&D plan.**

➤ **Non-Duplication of Coverage**

UC rules 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 annuitant plans.

➤ **What is The Coverage?**

24-hour, 365-day-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 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.

“Covered Accident” means any unexpected external force or event which causes a loss, subject to exclusions shown.

➤ **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 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 a 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 12.

**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 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.

**Education Benefits**

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 lesser 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 but not less than \$1,500.00 nor more than \$10,000, 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 8th 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/same sex 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 respects 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/same sex domestic partner or eligible dependent children)*

When Injury causes you to be permanently and totally disabled within 120 days of a covered accident, and you are prevented from engaging in each and every occupation or employment for compensation or profit 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.

If you should suffer the loss of life from any cause during the period permanent total disability payments are being made under the policy, payments of the same amount will continue to your designated beneficiary until such time as the total payments made as a result of the disabling accident, including all prior disability payments, are equal to your Principal Sum.

### ➤ **What Are The Exclusions?**

The policy does not cover any loss caused by or resulting from: suicide or any attempt thereat while sane or self destruction or any attempt thereat while insane; disease of any kind; bacterial infection, except pyogenic infections which shall occur through an accidental cut or wound; hernia of any kind; declared or undeclared war or any act thereof; accident occurring while you are serving for more than thirty days of full-time active duty in the armed forces of any country or international authority; flying as a pilot or crew member of any aircraft or flying as a passenger in any aircraft owned, leased or operated by your Employer.

### ➤ **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.

#### **MONTHLY RATES**

<b>PRINCIPAL SUM</b>	<b>EMPLOYEE ONLY</b>	<b>FAMILY PLAN</b>	<b>MODIFIED FAMILY PLAN</b>
\$10,000	.14	.22	.17
\$20,000	.28	.44	.34
\$30,000	.42	.66	.51
\$40,000	.56	.88	.68
\$50,000	.70	1.10	.85
\$60,000	.84	1.32	1.02
\$70,000	.98	1.54	1.19
\$80,000	1.12	1.76	1.36



\$90,000	1.26	1.98	1.53
\$100,000	1.40	2.20	1.70
\$125,000	1.75	2.75	2.13
\$150,000	2.10	3.30	2.55
\$175,000	2.45	3.85	2.98
\$200,000	2.80	4.40	3.40
\$300,000	4.20	6.60	5.10
\$400,000	5.60	8.80	6.80
\$500,000	7.00	11.00	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/same sex domestic partner and eligible children are automatically covered as follows: your spouse/same sex 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/same sex 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/same sex 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;
2. Your child or children  
(including adopted child or children);
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/same sex domestic partner, to the spouse/same sex domestic partner's executors or administrators; (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 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 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/same sex domestic partner, however, may

purchase AD&D coverage through the UC-sponsored Voluntary Accident Insurance Program available to UC annuitants. 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 the 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  
Human Resources and Benefits  
300 Lakeside Drive, 5th Floor  
Oakland, CA 94612-3557  
1-800-888-8267, ext. 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 PAI-9015361 A-Q.

## ➤ **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, annuitants 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 American Home Assurance Company under the insurance contract. Premiums are currently paid entirely by the employee.

➤ **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 of 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 **NOTES**University policy, the University of California is an affirmative action/equal opportunity employer.

Please send inquiries regarding the University’s affirmative action and equal opportunities policies for staff to Director Mattie Williams and for faculty to Executive Director Shelia O'Rourke, both at this address:

**University of California Office of the President**  
1111 Franklin Street  
Oakland, CA 94607



## **NOTES**

### **IMPORTANT**

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 PAI 9015361 A-Q 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:

**AMERICAN HOME ASSURANCE COMPANY**  
TWO RINCON CENTER  
121 SPEAR STREET  
SAN FRANCISCO, CA 94105-1588  
(415) 836-2845  
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.*

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(8/01)