

# Term Accidental Death and Dismemberment Insurance

*Employee Benefit Booklet*



**THE UNIVERSITY OF TEXAS SYSTEM**

**Group Number: GFZ71778-0001**

**Class 1-01**

Products and services marketed under the Dearborn National™ brand and the star logo are underwritten and/or provided by Fort Dearborn Life Insurance Company® (Downers Grove, IL) in all states (excluding New York), the District of Columbia, the United States Virgin Islands, the British Virgin Islands, Guam and Puerto Rico.

**08/11/2010**



Underwritten by Fort Dearborn Life Insurance Company®

Administrative Office:  
1020 31<sup>st</sup> Street  
Downers Grove, IL 60515-5591

(A stock life insurance company, herein called “We” “Us” or “Our”)

**CERTIFICATE OF COVERAGE**

We agree to pay benefits subject to the provisions, definitions, limitations, and conditions of the master policy. The master policy (herein called the Policy) is a contract issued by Fort Dearborn Life Insurance Company® to Your Employer (herein called the Policyholder). The Policy may be changed at any time by a written agreement between Fort Dearborn Life Insurance Company and the Policyholder.

This is Your certificate of coverage as long as You are eligible for insurance. It is not a contract or a part of one. Your benefits are described in plain English, but a few terms and provisions are written as required by insurance law.

**READ YOUR CERTIFICATE CAREFULLY**

If You have any questions, please contact the Benefits Administrator at Your place of employment or write to us. We will assist You in any way we can to help You understand Your benefits.

Secretary

President

**THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.**

**THIS IS LIMITED BENEFIT COVERAGE**

**THE POLICY PAYS BENEFITS FOR ACCIDENTS ONLY**

**READ YOUR CERTIFICATE CAREFULLY**

**Group Insurance Certificate**  
Accidental Death & Dismemberment & Loss of Sight Insurance

Products and services marketed under the Dearborn National® brand and the star logo are underwritten and/or provided by Fort Dearborn Life Insurance Company® (Downers Grove, IL) in all states (excluding New York), the District of Columbia, the United States Virgin Islands, the British Virgin Islands, Guam and Puerto Rico.

**IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE, ACCIDENT, HEALTH  
AND HOSPITAL SERVICE INSURANCE GUARANTY ASSOCIATION  
(For insurers declared insolvent or impaired on or after September 1, 2005)**

Texas law establishes a system, administered by the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association (the "Association"), to protect Texas policyholders if their life or health insurance company fails. Only the policyholders of insurance companies which are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the Texas Insurance Code, Chapter 463.)

**It is possible that the Association may not cover your policy in full or in part due to statutory limitations.**

**Eligibility for Protection by the Association**

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas at that time (**irrespective of the policyholder's residency at policy issue**)
- Residents of other states, **ONLY** if the following conditions are met:
  1. The policyholder has a policy with a company domiciled in Texas;
  2. The policyholder's state of residence has a similar guaranty association; and
  3. The policyholder is not eligible for coverage by the guaranty association of the policyholder's state of residence.

**Limits of Protection by the Association**

**Accident, Accident and Health, or Health Insurance:**

- For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, and \$200,000 for other types of health insurance.

**Life Insurance:**

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on any one life; or
- Death benefits up to a total of \$300,000 under one or more policies on any one life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

**Individual Annuities:**

- Present value of benefits up to a total of \$100,000 under one or more contracts on any one life.

**Group Annuities:**

- Present value of allocated benefits up to a total of \$100,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contract holder regardless of the number of contracts.

**Aggregate Limit:**

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple-owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

**Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage.**

Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association 6504 Bridge Point Parkway, Suite 450 Austin, Texas 78730 800-982-6362 or <a href="http://www.txlifega.org">www.txlifega.org</a>	Texas Department of Insurance P.O. Box 149104 Austin, Texas 78714-9104 800-252-3439 or <a href="http://www.tdi.state.tx.us">www.tdi.state.tx.us</a>
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## IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your Local Benefits Office.

You may call Fort Dearborn Life Insurance Company's toll-free telephone number for information or to make a complaint at:

**1-800-348-4512**

You may also write to Fort Dearborn Life Insurance Company at:

**1020 31<sup>st</sup> Street, Downers Grove, IL 60515-5591**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P. O. Box 149104

Austin, TX 78714-9104

FAX #(512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### **ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para informacion o para someter una queja:

Puede comunicarse con su Local Beneficio Oficina.

Usted puede llamar al numero de telefono gratis de Fort Dearborn Life Insurance Company para informacion o para someter una queja al:

**1-800-348-4512**

Usted tambien escribir a Fort Dearborn Life Insurance Company al:

**1020 31<sup>st</sup> Street, Downers Grove, IL 60515-5591**

Puede comunicarse con el Departamento de Seguros de Texas para conseguir informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104

Austin, TX 78714-9104

FAX #(512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con al Departamento de Seguros de Texas.

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

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**SCHEDULE OF BENEFITS**

Effective September 1, 2010

**BASIC ACCIDENTAL DEATH, DISMEMBERMENT  
& LOSS OF SIGHT INSURANCE**

**(BASIC AD&D)**

BENEFIT DESCRIPTION	ACTIVE EMPLOYEE <sup>(1)</sup>	SPOUSE	CHILD(REN)
<b>Basic AD&amp;D Benefit Amount (Principal Sum)</b>	\$20,000	Not Available	Not Available
Paid for by	The System <sup>(2)</sup>	Not Applicable	Not Applicable
<p><sup>(1)</sup> Employee is defined in the Eligibility provision and includes Active Employees who are participants in a System sponsored medical plan, as well as Active Employees who participate in an alternative UT System health institution AD&amp;D plan provided by individual health institutions.</p> <p><sup>(2)</sup> For part-time employees, the System will only provide ½ of the premium sharing. The remaining ½ of the premium payment is the part-time employee's responsibility.</p>			

**VOLUNTARY ACCIDENTAL DEATH, DISMEMBERMENT  
& LOSS OF SIGHT INSURANCE**

**(VOLUNTARY AD&D – Available with or without Basic AD&D)**

BENEFIT DESCRIPTION	ACTIVE EMPLOYEE <sup>(1)</sup>	SPOUSE	CHILD(REN)
<b>Voluntary AD&amp;D Benefit Amount (Principal Sum)</b>	Maximum of 10 times Annual Compensation or \$1,000,000, whichever is less (multiples of \$10,000)	Up to one-half of the Employee's Voluntary AD&D benefit in force or up to \$500,000, whichever is less (multiples of \$10,000) <sup>(3)</sup>	\$10,000 <sup>(3)</sup> (per eligible child)
Maximum Voluntary AD&D Amount	\$1,000,000	\$500,000	\$10,000 (per eligible dependent child)
Paid for by	Employee <sup>(2)</sup>	Employee <sup>(2)</sup>	Employee
<p><sup>(1)</sup> Employee, for the purposes of Voluntary AD&amp;D, is defined in the Eligibility provision and includes Active Employees who participate in a System medical plan as well as Employees who waive participation in the System medical plan. It does not include Active Employees who participate in an alternative UT System health institution AD&amp;D plan.</p> <p><sup>(2)</sup> Employees with medical coverage from another source may waive medical coverage and receive 50% (full-time) or 25% (part-time) of the state's premium sharing amount to pay premium(s) for Voluntary AD&amp;D or Dependent AD&amp;D.</p> <p><sup>(3)</sup> Employee must be covered for at least \$20,000 in Employee Voluntary AD&amp;D coverage to be eligible to elect spouse coverage or children coverage.</p>			

## DEFINITIONS

**This section tells You the meaning of special words and phrases used in this Certificate. To help You recognize these special words and phrases, the first letter of each word, or each word in the phrase, is capitalized wherever it appears.**

**Accident** or **Accidental** means a sudden, unexpected event that was not reasonably foreseeable.

**Active Service** means that an Employee is:

1. performing the normal duties of his occupation; and
2. working the number of hours set forth in the Eligibility provision.

**Application** means the document which sets forth the eligible classes, the amounts of insurance, and other relevant information pertaining to the plan of insurance for which the Policyholder applied.

**Annual Compensation** means the greater of:

1. Your last reported gross annual income from Your Employer; or
2. Your gross annual income from Your Employer in effect on the September 1 immediately preceding the date of loss.

It includes:

1. hazardous duty pay;
2. longevity pay;
3. employee contributions made through a salary reduction agreement with Your Employer to an IRC Section 401(k), 403(b), 501(c)(3), 457 deferred compensation plan, or any other qualified or non-qualified employee Retirement Plan or deferred compensation arrangement; and
4. amounts contributed to Your fringe benefits according to a salary reduction arrangement under an IRC Section 125 plan.

It does not include:

1. commissions;
2. bonuses;
3. overtime pay;
4. Your Employer's contribution on Your behalf to a retirement plan or deferred compensation arrangement; or
5. any other extra compensation.

**Basic AD&D** means Basic Accidental Death and Dismemberment insurance.

**Change in Status** means an event which qualifies You to make changes in benefit selections at a time other than an Annual Enrollment period. A Change in Status includes, but is not limited to:

1. Marriage; or
2. Divorce, annulment or legal separation; or
3. Birth or adoption of a dependent child; or
4. Death of Your spouse; or
5. Termination of Your spouse's employment; or
6. A change in the benefit plan available to Your spouse; or

7. A change in employment status for You or Your spouse that affects Your eligibility for benefits.

To apply for a Change in Status, You must contact your institution HR/Benefits Office within 31 days of the date of the qualifying event. The requested change must be consistent with the qualifying event. Your institution HR/Benefits Office will review the request and make a final decision as to whether or not the requested change qualifies.

**Child** means:

1. a natural child;
2. an adopted child;
3. a stepchild who has a regular parent/child relationship with the Employee;
4. a foster child under a legally supervised foster care program; or
5. other child who is in a parent-child relationship with the Employee.

You may be required to provide legal papers to show Your relationship to a child who is not Your natural child.

**Contributory** means You pay all or a portion of the premium for this insurance coverage.

**Dependent Voluntary AD&D** or **Dependent VAD&D** means Dependent Voluntary Accidental Death and Dismemberment insurance.

**Employee** means a benefits-eligible employee in Active Service with the Policyholder, at the Policyholder's usual place of business or such place(s) that the Policyholder's normal course of business may require and is reported on the Employer's records for Social Security and tax withholding purposes.

**Injury** means bodily harm resulting directly from an Accident and independently of all other causes.

**Insured** means an Employee covered under the Policy, unless otherwise specifically defined for purposes of a covered benefit.

**Male Pronoun** whenever used includes the female.

**Noncontributory** means the Policyholder pays 100% of the premium for this insurance.

**Policy** means the group contract between the Policyholder and Us which provides group insurance benefits.

**Policyholder** means The University of Texas System or System.

**Prior Plan** means the plan of insurance providing similar benefits to Employees, sponsored by the Employer and in effect immediately prior to the Policy Effective Date.

**System** means The University of Texas System.

**Voluntary AD&D** or **VAD&D** means Voluntary Accidental Death and Dismemberment insurance.

**Voluntary Spouse AD&D** means Voluntary Spouse Accidental Death and Dismemberment insurance.

**Us** means Fort Dearborn Life Insurance Company or FDL. For purposes of the Policy, any notice or other form that is required pursuant to the Policy is considered to have been submitted to Us by an Employee upon delivery of the Form to the institution HR/Benefits Office at the Employee's institution for delivery to Us.

**You** or **Your** means the Employee covered under the Policy and the person to whom this Certificate was delivered.

## ELIGIBILITY PROVISIONS

The eligibility requirements are set forth below; however, eligibility for this plan is subject to change by the System or the Texas Legislature.

### EMPLOYEE ELIGIBILITY

Employees and their dependents are eligible to participate in the Basic AD&D, Voluntary AD&D, Dependent Voluntary AD&D and Voluntary Spouse AD&D insurance plans under the Policy, if they receive compensation for services performed for the System and:

1. are eligible to be a member of the Teacher Retirement System of Texas (TRS); and either:
  - a. work at least 20 hours per week and are expected to continue in the employment for a term of at least 4 ½ months; or
  - b. are appointed for at least 50 percent of a standard full-time appointment; or
2. are graduate student Employees who:
  - a. are employed at least 20 hours a week; and
  - b. who are not members of TRS solely because a condition of their employment requires enrollment in the System in graduate level classes.

Employees who are physicians participating in an alternative UT System health AD&D plan sponsored by an individual health institution are only eligible to participate in the Basic AD&D insurance plan under the Policy. However, if the alternative UT System health AD&D plan is no longer available to these physicians, they will become eligible to participate in the Voluntary AD&D and Dependent AD&D benefits offered through this contract.

In addition, individuals serving a Post-Doctoral Fellowship with a System institution who are not Employees are eligible to participate only in the Basic AD&D insurance plan.

### DEPENDENT ELIGIBILITY

If Dependent Voluntary AD&D coverage is elected, the family members described below are covered. The Principal Sum for which Dependents are covered is set forth in the Schedule of Benefits and/or the Employee enrollment form.

Eligible Dependents include:

1. the spouse of an Employee; and/or
2. the Employee's unmarried, dependent Child(ren) from live birth to age 25.

Coverage for a child may continue beyond age 25 only if the child is mentally or physically unable to earn a living and is dependent on the Employee for support. The Employee must notify their institution HR/Benefits Office of the child's disability before the child's 25<sup>th</sup> birthday. Periodically, the Employee may be required to provide evidence of the child's continuing disability and proof of support to the System, but not more frequently than once every twelve months.

A person cannot be insured as an Employee and also a Dependent under the Policy. If both the husband and the wife are Employees of the System, both must be covered as individual Insureds under the Policy, and only one may enroll dependent child(ren) for Dependent Voluntary AD&D coverage.

### ELIGIBILITY AFTER TERMINATION OF EMPLOYMENT

If an Employee's coverage ends due to termination of employment, he must meet all the requirements of a new Employee if he is rehired at a later date.

**EMPLOYEE ENROLLMENT and EFFECTIVE DATE OF COVERAGE**

**EMPLOYEE ENROLLMENT**

A newly eligible Employee who enrolls for employee-only medical coverage when he first becomes eligible is automatically enrolled for Basic AD&D coverage, and he may also enroll for Voluntary AD&D, Voluntary Spouse AD&D and/or Dependent Voluntary AD&D insurance according to the benefit requirements. Amounts of coverage are set forth in the Schedule of Benefits and will become effective as follows:

<b>Day of Enrollment</b>	<b>Insurance effective date if Employer supplements the benefits waiting period *</b>	<b>Insurance effective date if Employer does not supplement the benefits waiting period</b>
On or before first day at work, provided the Employee submits an application and requests payroll deduction of the applicable premium for Contributory coverages, if any	Basic AD&D – the date the Employee becomes eligible. VAD&D – the date the Employee becomes eligible. Voluntary Spouse AD&D- the date the Employee becomes eligible. Dependent VAD&D– the date the Employee becomes eligible.	Basic AD&D – the first of the month following the end of the required waiting period. VAD&D – the date the Employee becomes eligible. Voluntary Spouse AD&D – the date the Employee becomes eligible. Dependent VAD&D - the date the Employee becomes eligible.
Provided the Employee's application and request for payroll deduction of the applicable premium for Contributory coverages, if any, are received in the institution HR/Benefits Office within 31 days of the Employee's first day at work.	Basic AD&D – the date the Employee becomes eligible. VAD&D – the first of the month following the date the enrollment form is received. Voluntary Spouse AD&D – the first of the month following the date the enrollment form is received. Dependent VAD&D– the first of the month following the date the enrollment form is received.	Basic GTL – the first of the month following end of the required waiting period. VAD&D – the first of the month following the date the enrollment form is received. Voluntary Spouse AD&D – the first of the month following the date the enrollment form is received. Dependent VAD&D – the first of the month following the date the enrollment form is received.
After 31 or more days of the Employee's first day at work	Basic AD&D – the date the Employee becomes eligible. VAD&D – must wait to enroll at the next annual enrollment or in conjunction with a qualified Change of Status. Voluntary Spouse AD&D – must wait to enroll at the next annual enrollment or in conjunction with a qualified Change in Status. Dependent VAD&D - must wait to enroll at the next annual enrollment or in conjunction with a qualified Change in Status.	Basic AD&D – the date the Employee becomes eligible. VAD&D – must wait to enroll at the next annual enrollment or in conjunction with a qualified Change of Status. Voluntary Spouse AD&D – must wait to enroll at the next annual enrollment or in conjunction with a qualified Change in Status. Dependent VAD&D- must wait to enroll at the next annual enrollment or in conjunction with a qualified Change in Status.
* Insurance effective date is reliant upon the Employee having met the Active Service definition of this Policy.		

**DEFERRED EFFECTIVE DATE**

An Employee must be in Active Service on the date his initial coverage or any increases in coverage are scheduled to begin. If he is not in Active Service on the date coverage would otherwise become effective and his absence is caused

by an Injury, illness or layoff, the effective date of any initial coverage or increased coverage will be deferred until the first day he returns to Active Service. An Employee will be considered in Active Service if he was actually at work on the day immediately preceding:

1. a weekend (except for one or both of these days if they are scheduled work days);
2. a holiday (except when such holiday is a scheduled work day);
3. a paid vacation;
4. any nonscheduled work day.

An Employee will be considered in Active Service if he is insured under the Prior Plan and is on an Employer approved leave of absence on the date immediately preceding the Policy Effective Date.

If a Dependent is hospital confined on the date his coverage would otherwise become effective, insurance will not become effective until the date the Dependent is no longer hospital confined. For the purposes of this provision, *no longer hospital confined* means the dependent has been discharged from a hospital, nursing home or other medical facility which provides skilled medical care.

#### **CHANGE IN STATUS**

An Employee who experiences a qualified Change in Status, may add or drop Voluntary AD&D amounts without providing Evidence of Insurability, provided the benefit change is consistent with the Change in Status. The Employee must submit the appropriate enrollment form(s) to his institution HR/Benefits Office within 31 days of the Change in Status.

#### **CHANGE IN COVERAGE**

Increases in coverage amounts may be made in accordance with the Change in Status provision or during a regularly scheduled Annual Enrollment period. No Evidence of Insurability will be required for changes in Voluntary AD&D or Dependent AD&D coverage changes.

## BENEFICIARY PROVISIONS

### THE BENEFICIARY

**Employee Coverage:** You are automatically the beneficiary for dismemberment benefits on Yourself. Accidental Death benefits will be paid to Your designated beneficiary(ies). Other AD&D benefits will be payable as specifically set forth in the benefit provision. You must designate a beneficiary(ies) on a form provided or approved by Us. If You name two or more beneficiaries, We will pay the proceeds equally unless You specify otherwise. The Policyholder may not be named as beneficiary.

Unless You provide otherwise, if a beneficiary dies before You, We will divide that beneficiary's share equally between any remaining named beneficiaries. If no named beneficiary survives You or if You do not name a beneficiary, We will pay the amount of insurance:

1. to Your spouse, if living; if not,
2. in equal shares to Your then living natural or adopted children, if any; if none,
3. in equal shares to Your father and mother, if living; if not,
4. to Your estate.

If a beneficiary is a minor, or is not able to give a valid release for any payment of benefits made, We will pay the life proceeds to the legally appointed guardian or to another adult who has assumed the custody and principal support of the minor. This provision does not prevent Us from making payment to or for the benefit of a minor beneficiary in accordance with the applicable state law.

If any benefits under this provision are to be paid to Your estate, We may pay an amount not greater than \$250 to any person We consider to be equitably entitled by reason of having incurred funeral or other expenses incident to Your death. Any and all payments made by Us shall fully discharge Us in the amount of such payment.

**Dependent(s) Coverage:** You are the primary beneficiary for death & dismemberment benefits payable for a covered Spouse or Dependent Child . Other benefits will be payable as specifically set forth in the benefit provision.

### CHANGE OF BENEFICIARY

You may change Your beneficiary designation at any time by completing the appropriate change request form, and submitting it to Us. Your written request for change of beneficiary will not be effective until it is recorded by Us or by the Policyholder. After it has been so recorded, it will take effect on the later of the date You signed the change request form or the date You specifically requested. If You die before a change has been recorded, We will not alter any payment that We have already made. Any prior payment shall fully discharge Us from further liability in that amount.

**ACCIDENTAL DEATH, DISMEMBERMENT, AND LOSS OF SIGHT BENEFIT**

**DESCRIPTION OF COVERAGE**

If, while insured under the Policy, an Insured or a covered Dependent suffers an Injury in an Accident, We will pay for those Losses set forth in the Table of Losses below. The amount paid will be as stated in the Table of Losses but not more than the Principal Sum set forth in the Schedule of Benefits or Employee enrollment form. The Loss must:

1. occur within 365 days of the Accident; and
2. be the direct and sole result of the Accident; and
3. be independent of all other causes.

**Dependent Voluntary AD&D:** You may enroll in Dependent Voluntary AD&D and/or Voluntary Spouse AD&D. The Principal Sum for a covered spouse is the amount You elect on Your enrollment form, but it may not exceed 50% of Your Principal Sum. The Principal Sum for a covered Dependent Child is \$10,000. You must be covered for at least \$20,000 in Employee Voluntary AD&D coverage to be eligible to elect Dependent Voluntary AD&D or Voluntary Spouse AD&D coverage.

<b>TABLE OF LOSSES</b>	<b>AMOUNT PAYABLE</b>
Loss of Life	The Principal Sum
Loss of Both Hands	The Principal Sum
Loss of Both Feet	The Principal Sum
Loss of Entire Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of One Hand and Entire Sight of One Eye	The Principal Sum
Loss of One Foot and Entire Sight of One Eye	The Principal Sum
Loss of Speech and Hearing (both ears)	The Principal Sum
Quadriplegia (total paralysis of both upper and lower limbs)	The Principal Sum
Paraplegia (total paralysis of both lower limbs)	One-Half the Principal Sum
Loss of One Hand	One-Half the Principal Sum
Loss of One Foot	One-Half the Principal Sum
Loss of Entire Sight of One Eye	One-Half the Principal Sum
Loss of Speech	One-Half the Principal Sum
Loss of Hearing (both ears)	One-Half the Principal Sum
Hemiplegia (total paralysis of upper and lower limbs on one side of the body)	One-Half the Principal Sum
Loss of Thumb and Index Finger (on same hand)	One-Half the Principal Sum

**Loss** shall have the meaning(s) set forth below:

1. With respect to hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint, as applicable.
2. With respect to eyes, speech and hearing, Loss means entire and irrecoverable loss of sight, speech or hearing.
3. With respect to thumb and index finger, Loss means complete severance of entire digit at or above joints.
4. Paralysis means loss of use, without severance of a limb. Loss of use must be determined by a physician to be complete and not reversible.
5. With respect to limb, loss of an arm or leg means complete severance through or above the elbow or knee joint, as applicable.

**Severance** means the complete separation and dismemberment of the limb or digit from the body.

The total amount of benefits payable for all losses to any one person resulting from any one Accident will not be greater than the Principal Sum.

## **EXCLUSIONS**

We will not pay any benefit for any Loss that, directly or indirectly, results in any way from or is contributed to by:

1. Suicide or intentionally self-inflicted injuries, or any attempt thereat, while sane or insane.
2. Declared or undeclared war or act of war.
3. Accident which occurs while the covered person is serving on full time active duty for more than 30 days in any armed forces. (Send us proof of service. We will refund any premium paid for this time.) (Reserve or National Guard active duty for training is not excluded.)
4. The commission of a felony by the covered person.
5. Sickness, disease, bodily or mental infirmity, or medical or surgical treatment thereof or bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external cut or wound, or accidental food poisoning.
6. The insured individual being intoxicated by reason of alcohol or drug use, or a combination thereof. "Intoxication" shall have the meaning assigned in Section 49.01, Texas Penal Code, as may be amended. Conviction of a crime related to intoxication is not necessary for a determination of a loss resulting from intoxication. This exclusion is applicable whether or not the loss is related to the operation of a motor vehicle.

## **NOTICE OF CLAIM**

If You or a covered Dependent incurs a Loss that may result in a claim for benefits under the Policy, written notice must be given to Us at Our administrative office. This should be done within 90 days after the covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice must contain enough information to identify the claimant.

## **CLAIM FORMS**

When We receive written notice of a claim, We will send the claimant forms with which to file proof of loss. If these forms are not given to the claimant within 15 days, he will be excused from filing the forms provided he sends Us written proof of loss detailing the occurrence, the character and extent of the loss for which claim is made.

## **PROOF OF LOSS**

We must receive written proof of loss within 91 days after the date of the Loss for which claim was made. If it can be shown that it was not reasonably possible to furnish such proof and that such proof was furnished as soon as reasonably possible, failure to furnish proof of loss within 91 days will not invalidate or reduce any claim. However, except in the absence of legal capacity, proof of loss must be furnished no later than one (1) year from the date such proof is required.

## **TIME OF PAYMENT OF CLAIMS**

Benefits for a Loss covered under the Policy will be paid as soon as We receive proper written Proof of Loss.

## **PHYSICAL EXAMINATION**

We have the right and opportunity to examine You or a covered Dependent when and so often as it may be reasonably necessary during the pendency of a claim under the Policy, but not more frequently than once every 3 months.

## **LEGAL ACTION**

No action at law or in equity may begin prior to 60 days after We receive valid written proof of loss. No such action may begin after 3 years from the day written proof of loss was required.

**BENEFIT PROVISIONS**  
**(Applicable to Basic and Voluntary AD&D)**

**SEAT BELT BENEFIT**

We will pay an additional benefit, the Seat Belt Benefit, of the lesser 10% of Your Principal Sum or \$50,000 to Your designated beneficiary if the Principal Sum under the AD&D Benefit is payable for Loss life as the result of an Accident which occurs while You are driving or riding in an automobile, if:

1. the automobile is equipped with Seat Belts;
2. the Seat Belt was in actual use and properly fastened at the time of the Accident;
3. the position of the Seat Belt is certified in the official report of the Accident or by the investigating officer. A copy of the police Accident report must be submitted with the claim; and
4. You were driving or riding in an Automobile driven by a licensed driver who was neither:
  - a. intoxicated or driving while impaired. Intoxication and impairment shall be determined by the law of the jurisdiction in which the Accident occurs, with or without conviction; nor
  - b. under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by a licensed physician and used in the manner prescribed. Conviction is not necessary for a determination of being under the influence.

If the certification required in item (3) above is not available and if it is unclear whether You were properly wearing a Seat Belt, then We will pay an additional benefit of \$1,000.

**Seat Belt** means those belts that form an occupant restraint system.

**Automobile**, for the purpose of the Seat Belt and the Air Bag Benefits, means a self-propelled private passenger motor vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of any state or country. Automobile includes, but is not limited to a sedan, station wagon, jeep-type vehicle, or a motor vehicle of the pickup, panel, van, camper or motor home type. Automobile does not include a mobile home or any motor vehicle which is used in mass or public transit.

**AIR BAG BENEFIT**

We will pay an additional benefit, the Air Bag Benefit, equal to 5% of the Principal Sum of the AD&D Benefit to Your designated beneficiary if the Principal Sum under the AD&D Benefit is payable for Loss of life as the result of an Accident which occurs while You are driving or riding in an Automobile provided that:

1. You were positioned in a seat that was equipped with an Air Bag;
2. You were properly strapped in the Seat Belt when the Air Bag inflated; and
3. the police report establishes that the Air Bag inflated properly upon impact.

The maximum Air Bag Benefit payable is \$25,000. If it is unclear whether You were properly wearing Seat Belt(s) or if it is unclear whether the Air Bag inflated properly, then the Air Bag Benefit will be \$1,000.

**Air Bag** means an inflatable supplemental passive restraint system installed by the manufacturer of the Automobile, or proper replacement parts as required by the Automobile manufacturer's specifications, that inflates upon collision to protect an individual from Injury and death. An Air Bag is not considered a Seat Belt.

**COMA BENEFIT**

If, as a result of a covered Accident, an Insured is injured, We will pay an additional benefit if the Insured becomes Comatose within 31 days of the Accident and remains Comatose beyond the Waiting Period.

We will pay this benefit at the rate of 1% of the Insured's Principal Sum per month from the end of the Waiting Period. We will cease payment on the earliest of:

1. the end of the month in which the Insured dies;
2. the end of the 11th month for which this benefit is payable; or
3. the end of the month in which the Insured recovers from the Coma.

If the Insured:

1. dies from any cause or as a result of the covered Accident while this Coma Benefit is payable; or
2. remains Comatose after this Coma Benefit is payable for 11 consecutive months, we will pay a lump sum benefit equal to the Principal Sum payable under the Policy for Accidental Death, reduced by the amount of any Accidental Dismemberment, loss of sight, speech, hearing or paralysis benefits paid to the Insured for the Loss caused by the covered Accident.

**Insured**, for the purposes of this Coma Benefit, includes the insured Employee's spouse and Dependent Children if the Employee is covered for Dependent Voluntary AD&D coverage.

**Comatose** or **Coma** means that a person is in a profound stupor or state of complete and total unconsciousness, as the result of a covered Accident.

**Waiting Period** means the 31-day period from the date the Insured becomes Comatose.

**Exclusions:** In addition to the Exclusions set forth in the Policy, the following exclusion applies to this Coma Benefit: Benefits will not be paid for loss covered by or resulting from sickness, disease, bodily infirmity or medical or surgical treatment thereof, or bacterial or viral infection, regardless of how contracted. Except, bacterial infection that is the natural and foreseeable result of an Accidental Injury or Accidental food poisoning is not excluded.

#### **EXPOSURE AND DISAPPEARANCE BENEFIT**

In the event You are unavoidably exposed to the elements as a result of an Accident, and because of exposure suffer a Loss for which a benefit is otherwise payable under the Policy, such Loss will be covered in accordance with the provisions of the Policy.

If You are not found within 365 days from the date of the disappearance, wrecking or sinking of the conveyance in which You were riding, in the course of a trip which would be covered under the Policy, it will be presumed You sustained Loss of Life as a result of Injury.

#### **PUBLIC CONVEYANCE BENEFIT**

We will pay an additional benefit, the Public Conveyance Benefit, of the lesser of Your Principal Sum or \$150,000 if an AD&D benefit is payable for Your loss of life as the result of an Accident which occurs while You are a Fare-Paying passenger in a Public Conveyance that:

1. is run by a common carrier regulated by the government; and
2. transports passengers for hire; and
3. is not a chartered or other privately arranged conveyance.

**Fare-Paying** means the Public Conveyance has been paid for services by either You or as part of a contract with The University of Texas System.

**Public Conveyance** means

1. Any land or water conveyance licensed for the transportation of passengers for hire; or
2. Any aircraft operated by a business organized to operate an aircraft service and licensed for the transportation of passengers for hire.

## **BRAIN DAMAGE BENEFIT**

We will pay an additional benefit, the Brain Damage Benefit, of the lesser of Your Principal Sum or \$25,000 to You if You sustain Brain Damage caused by an Injury.

The benefit is payable if the following conditions are met:

1. Brain Damage begins within 30 days of the date of a covered Accident;
2. You are hospitalized for at least 7 days within the first 30 days following the Accident;
3. Brain Damage continues for 12 consecutive months; and
4. Competent medical authority, acceptable to Us, determines the Brain Damage is permanent, complete and irreversible at the end of the 12 consecutive month period.

The total amount of benefit payable under this provision, in addition to any other benefits payable under the Policy, cannot exceed Your Principal Sum. The most We will pay under the Policy for all Losses resulting from any one Accident is Your AD&D Coverage Amount.

**Brain Damage** means the physical damage to the brain that subsequently renders the Insured unable to perform without human assistance or regular supervision from another person at least two of the Activities of Daily Living as defined below.

**Activities of Daily Living** means:

1. Eating – Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
2. Toileting – Getting to and from the toilet, getting on and off the toilet and performing associated personal hygiene.
3. Transferring – Moving into or out of a bed, chair or wheelchair.
4. Bathing – Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
5. Dressing – Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
6. Continence – Ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).

**BENEFIT PROVISIONS**  
**(Applicable Only to Voluntary AD&D)**

**CHILD CARE CENTER BENEFIT**

We will pay this benefit if You:

1. have elected Dependent Voluntary AD&D coverage; and
2. die as the result of a covered Accident; and
3. are survived by a Dependent Child who:
  - a. on the date of the covered Accident was enrolled in a legally licensed Child Care Center; or
  - b. is enrolled in a legally licensed Child Care Center within 365 continuous days from the date of the covered Accident; and
  - c. is under 13 years of age.

The Child Care Center Benefit is payable for each child who qualifies:

1. in an amount up to 3% of Your Principal Sum, but not more than \$5,000 per year; and
2. only while the Dependent Child continues to be enrolled in a legally licensed Child Care Center.

We will pay this benefit once a year, at the end of a 12-month period in which there are documented Child Care Center expenses, for not more than five (5) consecutive years, or until the Dependent Child's 13th birthday, whichever happens first.

This benefit will be payable to the surviving spouse, if the spouse has custody of the Child. If there is no surviving spouse, or the child does not live with the spouse, then the benefit will be paid to the Child's legally appointed guardian.

If at the time of the Accident, coverage for a Dependent Child is in force, but there is no Dependent Child who qualifies, we will pay an additional benefit of \$1,500 to Your designated beneficiary.

**Child Care Center** means a facility which is run according to law, including laws and regulations applicable to child care facilities, and which provides care and supervision for children in a group setting on a regular, daily basis.

A Child Care Center does not include: a hospital, the child's home or care provided during normal school hours while a child is attending grades one through twelve.

**COMMON DISASTER BENEFIT**

If You elected Voluntary Spouse AD&D coverage and, as the result of a Common Accident, You and spouse die within 365 days of the covered Accident, Your spouse's Loss of Life benefits will be increased to 100% of Your Principal Sum, provided:

1. You and Your spouse are survived by one or more Dependent Children; and
2. the combined benefits of You and Your spouse shall not be more than \$1,000,000.

**Common Accident** means the same Accident or separate Accidents that occur within the same 24-hour period.

## EDUCATION BENEFIT

We will pay an additional benefit, the Education Benefit, to Your Dependent Student if the Principal Sum under the AD&D Benefit is payable for Loss of Your life.

### Definitions which apply to the Education Benefit:

Student means a Dependent Child who, on the date of Your death, is:

1. A full-time post-high school student in a school of higher education; or
2. A student in the 12th grade but who becomes a full-time post-high school student in a school of higher education within 365 days after Your death.

School of higher education means an institution which:

1. is legally authorized by the State in which it is located; and
2. provides either a program for:
  - a. Bachelor's degrees or not less than a two year program with full credit towards a Bachelor's degree; or
  - b. Gainful employment as long as such program is at least one year of training; and
3. is accredited by an Agency or association recognized by the U.S. Department of Education under the Higher Education Assistance Act as may be amended from time to time.

**Amount of Benefit:** The maximum Dependent Education Benefit for each dependent Student shall equal 5% of Your Principal sum to an annual maximum of \$7,500.

**Payment of Benefit:** We will pay the Dependent Education Benefit once a year for not more than four consecutive years. We will only pay one Dependent Education Benefit to any one dependent Student during any one school year. If the dependent Student is a minor, We will pay the benefit to the legal representative of the minor.

**When Benefit Ends:** A dependent Student will no longer be eligible to receive the Dependent Education Benefit upon the earlier of the following:

1. Our payment of the fourth annual benefit of the Dependent Education Benefit on behalf of or to the dependent Student; or
2. At the end of the period during which Due Proof must be submitted if no Due Proof is submitted.

**Special Child Education Benefit:** If Your Eligible Dependent Child does not qualify as a Student, but is enrolled in an elementary or high school, We will pay a Child Education Benefit in the amount of \$1,000. This benefit is payable once upon proof that You died as a result of an Accident for which the Accidental Death & Dismemberment benefit is payable and that, within 12 months after Your death, Your Eligible Dependent Child is a full-time student in an elementary or high school.

## FELONIOUS ASSAULT BENEFIT

We will pay an additional benefit, the Felonious Assault Benefit, equal to 25% of the Principal Sum, to You or, in the event of Your death, to Your designated beneficiary if:

1. Injury or Loss of Life takes place while You are on the business of the Policyholder or are on any premises of the Policyholder; and
  - a. Injury or Loss of Life is the direct result of any of the following:
  - b. Robbery, holdup or attempt thereat;
  - c. Kidnapping while attempting a holdup;
  - d. Felonious assault inflicted by persons other than fellow Employees or members of Your family or household.

## INCREASED DEPENDENT CHILD BENEFIT

### **Increased Dependent Child benefit for Accidental loss of limb, sight, speech and hearing:**

If Dependent Voluntary AD&D coverage is elected, the benefit amount for a Dependent Child who receives bodily Injuries which result in a Covered Loss, shall be increased to 50% of Your Principal Sum, subject to a maximum of \$20,000.

If the Dependent Child sustains more than one Covered Loss from a single covered Accident, then we will pay the increased benefit amount only for the one largest amount to which the Dependent Child is entitled.

**Covered Loss**, for the purposes of this benefit, means Loss of limb, sight, speech and hearing. Limb, sight, speech and hearing shall have the meaning assigned in the Policy.

**Death Benefit Limitation:** The maximum Principal Sum payable under the Policy as a result of the Accidental Death of a Dependent Child is \$10,000.

## REHABILITATION BENEFIT

If You suffer an Accidental Loss for which benefits are payable under the Policy, We will reimburse You for Covered Rehabilitative Expenses that are incurred due to the Injury causing the Loss. The Covered Rehabilitative Expenses must be incurred within two years after the date of the Accident causing the Loss and will be payable up to a maximum of \$10,000 for all Injuries caused by the same Accident.

**Hospital** means a facility that:

1. is operated according to law for the care and treatment of injured people;
2. has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
3. has 24 hour nursing service by registered nurses (R.N.); and
4. is supervised by one or more Physicians.

A Hospital does not include:

1. a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care;
2. a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or
3. any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces.

**Medically Necessary Rehabilitative Training Service**, as used in this provision, means any medical service, medical supply, medical treatment or Hospital confinement (or part of a Hospital confinement) that:

1. is essential for physical rehabilitative training due to the Injury for which it is prescribed or performed;
2. meets generally accepted standard of medical practice; and
3. is ordered by a Physician.

Covered Rehabilitative Expense means an expense that:

1. is charged for a Medically Necessary Rehabilitative Training Service for You performed under the care, supervision or order of a Physician;
2. does not exceed the usual level of charges for similar treatment, supplies or services in the locality where the expense is incurred (for a Hospital room and board charge, does not exceed the most common charge for Hospital semi-private room and board in the Hospital where the expense is incurred); and
3. does not include charges that would not have been made if no insurance existed.

**Exclusions:** In addition to the Exclusions provision of the Policy, the following exclusion applies to this Rehabilitation Benefit: Covered Rehabilitative Expense does not include any expense for or resulting from any condition for which You are entitled to benefits under any Workers' Compensation Act or similar law.

### **MEDICAL CONTINUATION PREMIUM REIMBURSEMENT BENEFIT**

If Dependent Voluntary AD&D coverage is elected, We will pay an additional benefit if:

1. You die as a result of a covered Accident;
2. benefits are payable under the Policy because of Your Accidental death;
3. You are survived by a spouse or Dependent Child covered under the Policy;
4. the Survivor is covered under the Employer's medical plan at the time of Your death; and
5. the Survivor elects to continue medical plan coverage under the Employer's medical plan as permitted by COBRA or state continuation law.

The Medical Continuation Premium Reimbursement Benefit is payable for each Survivor who qualifies:

1. in an amount up to 3% of Your Principal Sum, but not more than \$4,500 per year; and
2. only while the Survivor continues to pay the premium for the continued medical coverage.

We will pay this benefit once a year for not more than 3 years, provided:

1. We are notified in writing of the Survivor's eligibility for the benefit within 60 days of Your death; and
2. The request for reimbursement and valid proof of claim are received within 60 days after a 12-month period of continued coverage.

A 12-month period starts when the Survivor elects to continue coverage under the Employer's medical plan or the first of the month following the expiration of the previous 12 month period if benefits are exhausted prior to the end of any 12-month period.

Benefits are payable to the Survivor, or the person who actually paid the premium on the Survivor's behalf, if other than the Survivor.

**Survivor** means a spouse or Dependent Child who is covered under the Policy at the time of Your death and is eligible to continue coverage under the Employer's medical plan at the time of Your death.

### **SPOUSE TRAINING BENEFIT**

We will pay this benefit if You:

1. have elected Voluntary Spouse AD&D coverage prior to the time of the Accident; and
2. die within 365 days of and as a result of a covered Accident; and
3. are survived by a spouse covered under the Policy.

The benefit will be payable for Your surviving spouse who:

1. enrolls within one year after Your death in any accredited school for the purpose of retraining or refreshing skills needed for employment; and
2. incurs expenses payable directly to or approved and certified by such school.

We will pay the cost of such incurred expense for the lesser of:

1. one year after the first retraining/refresher course begins; or
2. \$5,000.

<p style="text-align: center;"><b>BENEFIT PROVISIONS</b> <b>(Applicable Only to Basic AD&amp;D)</b></p>
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**REPATRIATION BENEFIT**

We will pay an additional benefit, the Repatriation Benefit, of the lesser of the actual costs or \$5,000 for the preparation and transportation of Your body to a mortuary if:

1. the AD&D Benefit is payable for Your loss of life; and
2. Your death occurs at least 75 miles away from Your principal residence.

## TERMINATION PROVISIONS

### TERMINATION OF EMPLOYEE COVERAGE

Your Noncontributory Basic AD&D insurance coverage will end on the earliest of:

1. the date the Policy is canceled; or
2. the last day of the month in which Your employment ends or You become ineligible for coverage; or
3. the day the System terminates the Policy.

Contributory Voluntary AD&D insurance coverage will end on the earliest of the following dates:

1. the date the Policy is canceled;
2. the end of the last month for which premiums were paid;
3. the last day of the plan year if You drop Voluntary AD&D coverage during annual enrollment;
4. the last day of the month in which You request through the System that We cancel Your Voluntary AD&D coverage due to a qualified Change in Status;
5. the last day of the month in which Your employment ends or You becomes ineligible for coverage; or
6. the day the System terminates the Policy.

Voluntary Spouse AD&D coverage will end on the earliest of the following dates:

- a. the date the Policy is canceled;
- b. the end of the last month for which You paid the required premium;
- c. the last day of the plan year if You cancel coverage during annual enrollment;
- d. the last day of the month in which You request through the System that We cancel Your Voluntary Spouse AD&D coverage due to a qualified Change in Status;
- e. the last day of the month in which a Spouse no longer meets the Policy definition of an eligible dependent;
- f. the last day of the month in which You die;
- g. the last day of the month in which Your employment ends or You become ineligible for coverage; or
- h. the day the System stops offering Voluntary Spouse AD&D coverage.

Dependent AD&D coverage will end on the earliest of the following dates:

1. the date the Policy is canceled;
2. the end of the last month for which premiums were paid;
3. the last day of the plan year if You drop coverage during annual enrollment;
4. the last day of the month in which the Insured requests through the System that Dependent AD&D coverage be canceled due to a qualified Change in Status;
5. the last day of the month in which the Dependent no longer meets the definition of an eligible dependent;
6. the last day of the month in which You die;
7. the last day of the month in which Your employment ends or You becomes ineligible for coverage; or
8. the day the System stops offering Dependent AD&D coverage.

### ELIGIBILITY AFTER TERMINATION OF EMPLOYMENT

If Your coverage ends due to termination of employment, You must meet all the requirements of a new Employee if You are rehired at a later date.

### LAYOFF AND LEAVE OF ABSENCE

If You are laid off or take a leave of absence, Your coverage may continue as follows:

**Layoff:**                      Until the end of the month following the month during which the layoff began, provided all

premiums from the last month of Active Service are remitted by the System when due.

**Approved**

**Leave of Absence:**

If You elect to continue coverage, we will continue coverage up to three (3) years, provided all premiums are paid when due.

You may elect to put Your System coverage in abeyance. During the abeyance period, You are not eligible for AD&D coverage, and no premium payment will be required. Upon return to the System, You would be immediately eligible to resume the same coverage. Evidence of Insurability is not required for enrollment in AD&D coverage.

**GENERAL PROVISIONS**

**ENTIRE CONTRACT**

The Policy, the Application, any attached papers, agreements and/or endorsements and the enrollment forms of the Insureds are considered to be the entire contract.

**STATEMENTS**

We consider any statements made by the Policyholder or any Insured, in the absence of fraud, to be representations and not warranties. No such statement shall be used in defense to a claim under the Policy unless it is contained in a written application signed by the Insured and a copy of such application is or has been given to him or to his beneficiary or personal representative.

**INCONTESTABILITY**

We will not contest the validity of the Policy, except for nonpayment of premium, after it has been in force for two (2) years from its effective date. We will not contest the validity of an Insured's insurance after his insurance has been in force before the contest for a period of two years from its date of issue during the insured's lifetime and unless the statement is contained in a written instrument signed by the insured making the statement.

**MISSTATEMENT OF AGE**

If You have misstated Your age or the age of a Dependent, the true age will be used to determine:

1. the effective date or termination date of insurance; and
2. the amount of insurance; and
3. any other rights or benefits.

Premiums will be adjusted to reflect the premiums that would have been paid if the true age had been known.

**CONFORMITY WITH STATE LAW**

If any part of the Policy does not conform to a state statute in the state in which it is issued or delivered, it is amended to conform to the minimum requirements of the statutes of that state.

**WAIVER OF PREMIUM**

If Dependent Voluntary AD&D coverage is elected, We will waive, for surviving spouse and Dependent Children, payment of all premiums coming due during a period of 24 months following the Employee's Accidental death for which benefits are payable.

## DISCRETION

Fort Dearborn Life Insurance Company (FDL) has the discretion to interpret the terms of the Policy, Certificate, Schedule of Benefits, Riders and Endorsements and to determine the eligibility for and amount of benefits. This discretion is not intended to give rise to a deferential standard of review for FDL on appeal of a determination.

## PREMIUM PAYMENTS

The System has agreed to deduct from Your pay any premiums payable for Your Contributory insurance coverage(s) and to remit such premiums for the entire time Your Contributory coverage(s) is in effect.

Premium charges will begin on the premium due date which coincides with or next follows the addition of Voluntary AD&D or Dependent AD&D coverage. Premium charges for decreases in insurance amounts or termination of Dependent AD&D or Voluntary AD&D coverage will end on the premium due date which coincides with or next follows the termination or the change in amount.

This method of charging premium will not change the effective date or termination date of any coverage as defined in the Eligibility or Termination Provisions of the Policy.

If Your Annual Compensation increases during the plan year (any time other than Sept. 1), Your salary-based coverage amount will increase immediately and premiums will increase the following September 1.

## APPLYING FOR BENEFITS

**You** or **Your**, for the purpose of this provision may mean You, Your beneficiary or Your personal representative, as applicable.

If You have a claim for benefits under the Policy, You should contact Your institution HR/Benefits Office within 20 days or as soon as reasonably possible after the date of the covered loss. That office will give You the forms You need to apply for any of the following benefits:

- Accidental Death
- Accidental Dismemberment
- Seat Belt Benefit for Accidental Death (Employee Only)
- Air Bag Benefit for Accidental Death (Employee Only)
- Coma Benefit
- Exposure (Employee only)
- Public Conveyance Benefit (Employee only)
- Brain Damage Benefit (Employee only)
- Waiver of Premium (Dependent only)
- Child Care Center Benefit (Voluntary AD&D Only)
- Common Disaster Benefit (Voluntary AD&D Only)
- Education Benefit (Voluntary AD&D Only)
- Felonious Assault Benefit (Employee Only) (Voluntary AD&D Only)
- Increased Dependent Child Benefit (Voluntary AD&D Only)
- Rehabilitation Benefit (Employee Only) (Voluntary AD&D Only)
- Medical Continuation Premium Reimbursement Benefit (Voluntary AD&D Only)
- Spouse Training Benefit (Voluntary AD&D Only)
- Repatriation (Basic AD&D Only)

You must submit the claim to Your institution HR/Benefits Office, together with all necessary attachments, to be forwarded to Us.

Fort Dearborn (FDL) will pay the cost of any examination it requires. Disagreements about benefits are rare, but should You and FDL disagree about Your eligibility for a benefit or the amount of a benefit, You or Your beneficiary may follow an appeal process.

## **HOW TO APPEAL A CLAIM**

If Your claim for benefits is denied in whole or in part, FDL will notify You in writing. The written notice will give specific reasons for the denial and reference the specific plan provisions on which the denial is based. It will also describe any additional material You must submit and explain the claim review procedures.

You or Your authorized representative may submit a written request for reconsideration to FDL within 90 days of receiving the denial. Be sure to state why You believe the claim should not have been denied and submit any data, questions or comments You think are appropriate. You may also review any pertinent plan documents. Your appeal will be reviewed by the claims administrator.

FDL's decision on Your appeal will be sent to You in writing and will include the specific reasons for the decision as well as specific references to the appropriate plan provisions on which the decision is based.

## **CLAIM PAYMENTS**

All benefits will be paid in accordance with the Beneficiary Provisions of the Policy.



Administrative Office:  
**1020 31<sup>st</sup> Street • Downers Grove, Illinois 60515-5591**

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