

# **Voluntary Accidental Death & Dismemberment Plan**

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**For Employees and Retirees of the  
University of Wisconsin**



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**UNIVERSITY OF WISCONSIN SYSTEM EMPLOYEES  
VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT  
INSURANCE BENEFIT SUMMARY**

This outline and attached Voluntary Group Accident Certificate provide a description of the Accidental Death and Dismemberment benefit available to University of Wisconsin employees.

**DESCRIPTION OF COVERAGE**

Coverage is worldwide, 24 hours a day, 365 days a year against any covered accident in the course of business or pleasure (excluding Policyholder owned or leased aircraft).

**ELIGIBILITY**

**Class I:**

An eligible employee means an active employee eligible for the State of Wisconsin Group Health Insurance Plan through the University of Wisconsin. If you enroll you may elect to include coverage for your eligible dependents under the Family Plan. Eligible dependents include your spouse or domestic partner and your or your domestic partner's unmarried dependent children from birth to 20 years of age, or to age 25 if attending an accredited school or college on a full-time basis, and are primarily dependent upon you for their support and maintenance. "Dependent" shall include grandchildren, stepchildren, children legally adopted and placed for adoption and foster children.

**Please Note:** You may enroll, change or cancel your coverage at any time by completing the enrollment form and returning it to your campus benefits office.

**Class II:**

Eligible employees who retire may continue coverage in effect for themselves and their eligible family members, unless excluded.

**Please Note:** Under no circumstances may a retiree who did not have coverage prior to his or her retirement enroll for insurance coverage. Retirees who elect to continue coverage may not change their coverage after they retire.

**EFFECTIVE DATE OF COVERAGE**

Coverage is effective on the first of the month following the date the eligible employee submits the application to the institution benefits office. If filed on the first day of the month, coverage is effective that day.

<b><u>Coverages</u></b>	<b><u>Classes Covered</u></b>
Accidental Death	All
Accidental Dismemberment	All
Loss of Use	All

**ENHANCED BENEFITS**

Enhanced Benefits mean additional benefits provided for by the policy. The Enhanced Benefits included in the policy are listed below and are described in the Enhanced Benefits section of this Certificate.

<b><u>Coverages</u></b>	<b><u>Classes Covered</u></b>
Permanent and Total Disability	Class I
Common Disaster Benefit	All
Higher Education Benefit	All
Spouse/Domestic Partner Retraining Benefit	All
Surviving Spouse/Domestic Partner Benefit	All
Seat Belt Benefit	All
Travel Assistance Coverage	All

**OTHER ENHANCED BENEFITS  
FURTHER DEFINED IN THE CERTIFICATE**

- |   |                                       |
|---|---------------------------------------|
| Special Air Ambulance Coverage Extension    | Benefit Reduction Beginning at Age 70 |
| Private Pilot Coverage                      | Conversion Privilege                  |
| Special Continuation of Coverage Conditions | Family Plan                           |
| a. Reserve National Guard Coverage          |                                       |
| b. Leave of Absence or Lay Off              |                                       |

**AMOUNTS OF INSURANCE**

**Employee:**

An employee may select the following Principal Sum amounts:

\$25,000	\$150,000
\$50,000	\$200,000
\$100,000	\$250,000*

\* Principal Sum in excess of \$250,000 may not exceed ten (10) times your basic annual earnings. Basic annual earnings means the basic remuneration received from the Policyholder excluding bonuses, overtime and commissions.

**Dependents:**

**Spouse or Domestic Partner:**

- (1) 50% of your Principal Sum Benefit if there are no dependent children at the time of loss.
- (2) 45% of your Principal Sum Benefit if there are dependent children at the time of loss.

**Dependent Children:**

- (1) 20% of your Principal Sum Benefit for each child if there is no spouse or domestic partner at the time of loss, subject to a maximum of \$37,500.
- (2) 10% of your Principal Sum Benefit for each child if there is a spouse or domestic partner at the time of loss, subject to a maximum of \$25,000.

**Cost and Method of Payment**

**Employee Coverage Costs:**

Payments will be deducted from your payroll earnings on a monthly basis. The monthly cost for Employee Only Coverage is \$0.029 for each \$1,000 of Principal Sum. The monthly cost for the Family Plan is \$0.044 for each \$1,000 of Principal Sum.

The cost of various amounts of Principal Sum is as follows:

	<b>Plan I</b>	<b>Plan II</b>
<b>Principal Sum*</b>	<b>Monthly Cost Employee Only</b>	<b>Monthly Cost Employee &amp; Family</b>
\$ 25,000	\$ 0.73	\$ 1.10
50,000	1.45	2.20
100,000	2.90	4.40
150,000	4.35	6.60
200,000	5.80	8.80
250,000*	7.25	11.00

\* Amounts selected over \$250,000 cannot exceed ten (10) times your annual salary.

**Retiree Coverage Costs:**

The monthly cost for Retiree Only Coverage is \$0.029 for each \$1,000 of Principal Sum. The monthly cost for the Retiree's Family Plan is \$0.044 for each \$1,000 of Principal Sum.

The cost of various amounts of Principal Sum is as follows:

	<b>Plan I</b>	<b>Plan II</b>
<b>Principal Sum*</b>	<b>Monthly Cost Employee Only</b>	<b>Monthly Cost Employee &amp; Family</b>
\$ 25,000	\$ 0.73	\$ 1.10
50,000	1.45	2.20
100,000	2.90	4.40
150,000	4.35	6.60
200,000	5.80	8.80
250,000*	7.25	11.00

\* Amounts selected over \$250,000 cannot exceed ten (10) times your annual salary.

**COVERAGE DURING LEAVE OF ABSENCE OR LAY OFF**

You may continue, but not increase, coverage for up to 36 months during the course of an approved leave of absence or layoff, providing the appropriate premium is paid in advance.

**TERMINATION OF INSURANCE**

Your coverage terminates at the end of the period for which premiums have been paid at the time of cancellation or if you cease to be an eligible employee. Spouse or domestic partner and dependent coverage under the Family Plan terminates when your coverage terminates or they no longer qualify as a covered person. Change in coverage from Family Plan to Employee Only requires a new Accidental Death & Dismemberment application before payroll premium can be corrected.

**CONVERSION PRIVILEGE**

You may convert your coverage to an individual accident policy without evidence of insurability if you terminate for any reason other than termination of the Group Policy or nonpayment of premium. You may convert to an individual policy or to a family policy, if you selected the Family Plan, while you worked at the university, for an amount not to exceed the lesser of your coverage under this Plan at the time of termination or \$250,000. Application for conversion must be made to the Insurance Company within 31 days after termination of this insurance. Premium rates will be the Company's rates for age and class of risk at the time of termination. Eligibility for conversion shall end at age 70. To apply, contact Hausmann-Johnson Insurance, 700 Regent Street, Madison, WI 53715, 608-257-3795 or 800-729-4287.

**CONTINUATION OF COVERAGE**

At retirement, you may continue coverage in effect, unless excluded in the Certificate, by completing the Continuation Form for retired UW System Employees within 30 days after insurance terminates. The schedule of reduced coverage at age 70 applies.

**NOTICE TO EMPLOYEES**

Covered Employees are responsible for notifying the Employer if and when the Covered Employee becomes divorced or when a dependent becomes ineligible for benefits under the Plan. The Employer must be notified within 60 days of the qualifying event. Premiums will be adjusted on the first of the month after notification of the change to the Employer.

## NOTICE TO PLAN PARTICIPANTS

This Insurance Plan has been authorized by the Group Insurance Board\* for the purpose of permitting premium collection through payroll deductions under the authority granted by § 40.03 (6) (b) and pursuant to § 20.921 (1) (a) 3 State Statute. The criteria the Board uses involves meeting several requirements which include, but are not limited to: documentation of financial stability, demonstration of a reasonable ratio of claims paid to the premium level, authority to conduct business in the State of Wisconsin, agreeing to conditions for the rate-making process and other administrative conditions. DETF staff and the Board's actuary review proposals for participation prior to Board approval. However, the Board does not require competitive bids nor a benefit comparison with similar products from other vendors. **Authorization for payroll deduction should not be construed as an endorsement of this Plan by either the Group Insurance Board\* or the Department of Employee Trust Funds.\***

\*The Group Insurance Board and the Department of Employee Trust Funds are the governing bodies provided by Wisconsin statute that approve payroll deductions for government employees.

*The policy provides ACCIDENT Insurance only.  
It does NOT provide basic hospital, basic medical or major medical insurance.*

**IMPORTANT NOTICE:  
THE POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS.**

**PLEASE RETAIN THIS BOOKLET WITH YOUR VALUABLE PAPERS.  
IT WILL CONSTITUTE YOUR CERTIFICATE OF INSURANCE IF YOU ENROLL.**

CERTIFICATE OF INSURANCE on the following pages.

This booklet-certificate provides You with an easy-to-understand summary of the Voluntary Accident Insurance Plan as well as Your actual Certificate of Insurance.

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

SCHEDULE  
**Certificate of Insurance**



ZURICH AMERICAN INSURANCE COMPANY  
 Schaumburg, Illinois

Policy No: GTU 8364005  
 Policyholder Name: The Board of Regents of the University of Wisconsin  
 Policyholder Address: 780 Regent Street  
 Madison, WI 53708

Certificateholder: **Class I\***: All active employees eligible for a State of Wisconsin Health Insurance Plan through the University of Wisconsin.  
**Class II**: All retirees of the Policyholder. Retirees may continue coverage in effect, unless excluded, at date of retirement after completing Continuation Form #UW1249 within thirty (30) days of cessation of insurance. For Covered Employees who retire, coverage may be continued, but not increased, and coverage is subject to the same age reductions of the Policy for Covered Employees who are active employees.

Coverage is effective on the first of the month following the date the eligible employee submits the application to the institution benefits office. If filed on the first day of the month, coverage is effective that day.

Employees who enroll may elect to include coverage for their eligible dependents under the Family Plan.

\* Class I excludes rehired Wisconsin Retirement System (WRS) annuitants. Rehired annuitants who are receiving a WRS annuity shall be considered, by definition, retirees pursuant to the provisions of Class II eligibility.

<b>Coverages:</b>	<b>Form Number</b>	<b>Classes Covered</b>
Accidental Death Principal Sum:	U-GA-204-A (CW) (5/97)	All
An employee or a retiree may select the following Principal Sum amounts: \$25,000; \$50,000; \$100,000; \$150,000, \$200,000*, or \$250,000*.		
* Benefits in excess of \$200,000 may not exceed ten (10) times the employees' basic annual earnings <sup>1</sup> .		
<sup>1</sup> Basic Annual Earnings means the basic remuneration received from the Policyholder excluding bonuses, overtime and commissions.		
Accidental Dismemberment Principal Sum:	U-GA-201-A (CW) (5/97)	All
Same as above.		

<b>Enhanced Benefits:</b>	<b>Form Number</b>	<b>Classes Covered</b>
Higher Education Benefit	U-GA-318-A (CW) (5/97)	All
Spouse/Domestic Partner Retraining Benefit	U-GA-221-A (CW) (5/97)	All
Surviving Spouse/Domestic Partner Benefit	U-GA-222-A (CW) (5/97)	All
Seat Belt Benefit	U-GA-225-A (CW) (5/97)	All
Permanent and Total Disability Benefit	U-GA-227-A (CW) (5/97)	Class I
Travel Assistance Coverage	U-GA-904-B (CW) (07/01)	All

U-GA-105-A (CW) (5/97)

<b>Hazards:</b>	<b>Form Number</b>	<b>Classes Covered</b>
24 Hour Accident Protection Excluding Corporate Owned or Leased Aircraft H-1	U-GA-319-A (CW) (5/97)	All

<b>Other Benefits and Provisions:</b>	<b>Form Number</b>
Eligibility and Classification of Insureds	U-GA-106-A (CW) (5/97)
Common Disaster Benefit	U-GA-213-A (CW) (5/97)
Private Pilot Endorsement	U-GA-318-A (CW) (5/97)
Special Air Ambulance Coverage Extension	U-GA-318-A (CW) (5/97)
Leave of Absence and Lay Off	U-GA-318-A (CW) (5/97)
Reserve/National Guard Coverage	U-GA-318-A (CW) (5/97)
Payment of Benefits Endorsement	U-GA-318-A (CW) (5/97)
Family Plan	U-GA-318-A (CW) (5/97)
Domestic Partner	U-GA-323-A (CW) (5/97)
Continuation of Coverage at Age 70	U-GA-318-A (CW) (5/97)
Conversion Privilege	U-GA-313-A (CW) (5/97)

Combined Single Limit: Not Applicable



**ZURICH**

**Certificate of Insurance**

ZURICH AMERICAN INSURANCE COMPANY  
(hereinafter called the Company)  
Schaumburg, Illinois

Having issued Accident Policy Number GTU 8364005 to cover the eligible employees of:

**The Board of Regents of the University of Wisconsin**

The insurance evidenced by this Certificate provides ACCIDENT insurance only. It does not provide coverage for sickness. This Certificate describes the main features of the Policy, but the Policy is the only contract under which benefit payments are made. If there is an inconsistency between the Certificate and the Policy, the Policy shall govern.

**IMPORTANT NOTICE - THIS INSURANCE DOES NOT PROVIDE FOR SICKNESS**

**DEFINITIONS**

**Coverages** mean the losses for which the policy provides benefits. The Coverages included in the policy are listed on the Schedule and are described in the **WHAT COVERAGES ARE INCLUDED IN THE POLICY?** section of this Certificate.

**Covered Child(ren)** means dependent child(ren) of the Insured, dependent grandchild(ren) of the Insured or dependent child(ren) of a Domestic Partner, who rely on the Insured for more than 50% of their support, are dependents of the Insured for Federal Income tax purposes, and are either: 1) less than 20 (twenty) years of age; or 2) are less than 25 (twenty-five) years of age and enrolled on a full-time basis in a college, university, or trade school. The aforementioned child(ren) shall only be Covered Child(ren) if the Family Plan is elected.

**Covered Loss** means a loss which meets the requisites of one or more Coverage or Enhanced Benefit, results from a Hazard, and for which benefits are payable under the policy.

**Covered Person** means any person who has coverage under the policy. It includes the Insured, and his or her Covered Spouse/Domestic Partner and/or Covered Child(ren) if the Family Plan is selected.

**Covered Spouse** means the Insured's legal married spouse or Domestic Partner with a properly filed Affidavit of Domestic Partnership, if the Family Plan is selected. A legally married spouse or Domestic Partner will not be considered a Covered Spouse if they are also an Insured under the policy.

**Combined Single Limit** means the most We will pay under all Coverages of the policy, combined, for an Injury or Injuries sustained by a Covered Person that resulted from one accident. This amount is listed in the Schedule.

**Domestic Partner.** The definition of Domestic Partner in the Policyholder's required Affidavit of Domestic Partnership on file with the Insurance Company is incorporated into the policy as if the language had been inserted into the policy and replaces any definition of Domestic Partner that currently exists in the policy.

**Enhanced Benefits** mean additional benefits provided for by the policy. The Enhanced Benefits included in the policy are listed on the Schedule and are described in the **WHAT ENHANCED BENEFITS ARE INCLUDED IN THE POLICY?** section of this Certificate.

**Family Plan** means that the Insured has made an election on the enrollment form to provide coverage for his or her spouse/Domestic Partner and/or children. If the Insured and his or her Covered Spouse are both Insured's under the policy, only one may select the Family Plan.

**Hazards** are those events described in the Hazard pages attached to the Policy to which the Coverages and Enhanced Benefits apply. The Hazards are listed on the Schedule and are described in the **WHAT HAZARDS ARE INSURED AGAINST BY THE POLICY?** section of this Certificate.

**Injury** means a bodily injury directly caused by accidental means which is independent of all other causes, results from a Hazard, and occurs while the Covered Person is insured under the policy.

**Policy** means the Group Insurance Policy listed in the Schedule.

**Policyholder** means the group named on the front of this Certificate.

**Principal Sum** is the amount that some of the Covered Person's benefits are calculated from. The Insured's Principal Sum is shown in the Schedule. The Principal Sum for the Covered Spouse/Domestic Partner shall be: 1) 50% of the Insured's Principal Sum if the Insured, at the time of the Injury, had no Covered Child(ren); or 2) 45% of the Insured's Principal Sum if, at the time of the Injury, the Insured has one or more Covered Child(ren). The Principal Sum for each Covered Child shall be 1) 20% of the Insured's Principal Sum if, at the time of the Injury, the Insured did not have a Covered Spouse/Domestic Partner, subject to a maximum of \$37,500; or 2) 10% of the Insured's Principal Sum if, at the time of the Injury, the Insured had a Covered Spouse/Domestic Partner, subject to a maximum of \$25,000.

**You, Your or Insured** means an individual eligible for insurance as provided in the "Eligibility and Classification of Insureds" who completes an enrollment form, if required in the Schedule.

**We, Us, and Our** refers to Zurich American Insurance Company.

## WHAT COVERAGES ARE INCLUDED IN THE POLICY?

### ACCIDENTAL DEATH BENEFIT

If a Covered Person dies as a result of an Injury, We will pay the Principal Sum. The death must occur within 365 days of the Injury.

If the conveyance in which a Covered Person is riding disappears, is wrecked, or sinks, and the Covered Person is not found within 365 days of the event, We will presume that the person lost his or her life as a result of Injury. If travel in such conveyance was covered under the terms of the policy, We will pay the Principal Sum, subject to all Policy terms.

If a Covered Person is exposed to weather because of an accident and this results in a loss of life, We will pay the Principal Sum, subject to all Policy terms.

### ACCIDENTAL DISMEMBERMENT BENEFIT

If an Injury to a Covered Person results in any of the following Losses, We will pay the benefit shown. The Covered Loss must occur within 365 days of the accident.

The benefit amounts are based on the Covered Person's Principal Sum.

<b>Loss of</b>	<b>Benefit</b>
1. Both hands or both feet	Principal Sum
2. One hand and one foot	Principal Sum
3. One hand or one foot plus the loss of sight of one eye	Principal Sum
4. Sight of both eyes	Principal Sum
5. Speech and Hearing	Principal Sum
6. Speech or Hearing	1/2 of Principal Sum
7. One Hand; one foot; or sight of one eye	1/2 of Principal Sum
8. Thumb and index finger of the same hand	1/4 of Principal Sum
<b>Loss of Use of</b>	
1. Four limbs	Principal Sum
2. Three limbs	3/4 of Principal Sum
3. Two limbs	2/3 of Principal Sum
4. One limb	1/2 of Principal Sum

For purposes of this benefit:

1. Loss shall mean:
  - a. For a foot or hand, actual severance through or above an ankle or wrist joint;
  - b. Actual severance through or above the metacarpophalangeal joint of a thumb or index finger;
  - c. Total and permanent loss of sight;
  - d. Total and permanent loss of speech;
  - e. Total and permanent loss of hearing.

2. Loss of Use shall mean total paralysis of a limb or limbs which is determined by Our competent medical authority to be permanent, complete and irreversible.

If more than one Loss arises out of the same accident, We will pay only one benefit. This will be the largest one. If a Covered Person can recover benefits under both the Accidental Dismemberment Benefit and the Accidental Death Benefit as a result of the same accident, the most We will pay is the Principal Sum.

### **WHAT HAZARDS ARE INSURED AGAINST BY THE POLICY?**

#### **24 HOUR ACCIDENT PROTECTION EXCLUDING POLICYHOLDER OWNED OR LEASED AIRCRAFT H-1, INCLUDING ENHANCED BENEFIT – PRIVATE PILOT COVERAGE**

The Hazards insured against by the policy are:

An Injury sustained by a Covered Person anywhere in the world.

#### **Limitations:**

Air travel coverage is limited to a loss sustained during the trip, while the Covered Person is a passenger, riding in or on, boarding or getting off:

- A. any civilian aircraft with a current and valid normal, transport, or commuter type standard airworthiness certificate as defined by the Federal Aviation Administration or its successor or an equivalent certification from a foreign government. This aircraft must be operated by a pilot with a current and valid:
  1. medical certificate; and
  2. pilot certificate with a proper rating to pilot such aircraft
- B. any aircraft which is not subject to a certificate of airworthiness; whose design and customary and regular purpose is for transporting passengers; and which is operated by the Armed Forces of the United States of America or the Armed Forces of any foreign government.

#### **Exclusions:**

Coverage is not provided:

- A. If the Covered Person is the pilot, operator, member of the crew or cabin attendant of any aircraft, with the exception of specifically named individuals on file with the Policyholder, provided such aircraft has a current and valid normal, commuter or transport type standard airworthiness certificate as defined by the Federal Aviation Administration or its successor, or an equivalent certification from a foreign government, and the specified pilot has a current and valid medical certificate and pilot certificate with a proper rating to fly such aircraft : Or,
- B. Unless We have previously consented in writing to the use, coverage is not provided for any loss, caused by, contributed to, resulting from riding in or on, boarding, or getting off:
  1. any aircraft other than those expressly stated above;
  2. any aircraft being used for, or in connection with, aerial photography;
  3. any conveyance or aircraft being used for tests or experimental purposes;
  4. any aircraft that requires a special permit or waiver from the agency that has jurisdiction over the conveyance, even if granted;
  5. any aircraft owned or controlled by, or under lease to the Policyholder or an Insured (with the exception of specifically named individuals on file with the Policyholder), or a member of a Covered Person's family or household, (with the exception of specifically named individuals on file with the Policyholder);
  6. any aircraft operated by the Policyholder or one of its employees, (with the exception of specifically named individuals on file with the Policyholder), including members of an employee's family or household; or
  7. any conveyance used in a race or speed test.

### **WHAT ENHANCED BENEFITS ARE INCLUDED IN THE POLICY?**

#### **SPECIAL AIR AMBULANCE COVERAGE EXTENSION (Restricted to Class I Only)**

A Medical Staff employee, pilot, operator, member of the crew or cabin attendant who is otherwise a Covered Employee and who has occasion to ride on or operate the University owned or operated air ambulance may elect, in writing to Us, to extend coverage while on this aircraft for an additional premium. This premium is in addition to any other premiums due for coverage under the policy. Coverage must be approved in writing by Us.

## **COMMON DISASTER BENEFIT**

If an Insured selects the Family Plan, and the Insured and his or her Covered Spouse/Domestic Partner are both eligible for Accidental Death Benefits as a result of Injuries suffered in the same accident and within 90 days of the accident, the Principal Sum that would be payable because of the Covered Spouse's/Domestic Partner's Accidental Death will be increased to equal that payable for the loss of the Insured, subject to a maximum combined benefit for both the Insured and the Spouse/Domestic Partner of \$250,000.

## **HIGHER EDUCATION BENEFIT**

If the Insured selected the Family Plan, and suffers a loss of life which is covered under the Accidental Death Benefit, We will pay, in addition to all other benefits payable under the Policy, a "Higher Education Benefit" to each Covered Child.

A Covered Child is eligible for the Higher Education Benefit if on the date of the accident:

1. he or she is enrolled as a full-time student in an accredited college, university or trade school; or
2. he or she was at the 12th grade level and enrolls in an accredited college, university or trade school within one year from the date of the accident.

The Higher Education Benefit that will be paid by Us is equal to the actual tuition, exclusive of room and board, charged by such institution per school year, to a maximum of \$2,000. This amount shall be paid annually for four consecutive years if the Covered Child continues his or her education. Before this benefit is paid each year, the Covered Child must present written proof, acceptable to Us, that he or she is attending an institution of higher learning on a full-time basis.

If, at the time of the accident, the Family Plan is selected, but there are no dependent children who qualify for this benefit, We will pay an additional benefit of \$1,000 to the designated beneficiary.

## **SPOUSE/DOMESTIC PARTNER RETRAINING BENEFIT**

If an Insured enrolled in the Family Plan suffers a loss of life covered under the Accidental Death Benefit, We shall pay to, or on behalf of, his or her Covered Spouse/Domestic Partner, the actual cost of any professional or trade training program in which the Covered Spouse/Domestic Partner has enrolled, provided:

1. the purpose of the training program is to obtain an independent source of support and maintenance; and
2. the actual cost is incurred within 30 months from the death of the Insured.

The maximum total payment available under this benefit shall be \$3,500.

## **SURVIVING SPOUSE/DOMESTIC PARTNER BENEFIT**

If an Insured, who is enrolled in the Family Plan, suffers a loss of life covered under the Accidental Death Benefit, We will pay an additional benefit to his or her Covered Spouse/Domestic Partner. The monthly benefit shall be equal to 1% of the Insured's Principal Sum and shall be paid for a period of 12 months and is in addition to any other benefits payable under the policy.

## **SEAT BELT BENEFIT**

If a Covered Person suffers a loss of life covered under the Accidental Death Benefit, and the Injury which caused the accidental death directly resulted from an automobile accident, We shall pay to the beneficiary an additional benefit, which equals 10% of the Principal Sum up to a maximum \$10,000, provided that the Covered Person was:

1. operating or riding as a passenger in any private passenger automobile designed for use primarily on public roads; and
2. wearing an original, equipped, factory installed or manufacturer authorized and unaltered seat belt, or lap and shoulder restraint at the time of the Injury.

Verification of the Covered Person's actual use of the seat belt or lap and shoulder restraints is required as follows:

1. in the official law enforcement report of the accident, through certification by the investigation officers; or
2. by other reasonable proof, acceptable to Us.

We will not pay this benefit if the driver of the automobile in which the Covered Person was riding was either:

1. under the influence of alcohol;
  - a. A driver will be conclusively presumed to be under the influence of alcohol if the level of alcohol in his or her blood exceeds the amount at which a person is presumed, under the law of the locale in which the accident occurred, to be under the influence of alcohol or intoxicating liquor if operating a motor vehicle.

- b. An autopsy report from a licensed medical examiner, law enforcement officer reports, or similar items shall be considered proof of the driver's intoxication. Or,
2. under the influence of any controlled substance, unless such controlled substance was prescribed by a physician and taken in accordance with the prescribed dosage.

### **PERMANENT AND TOTAL DISABILITY BENEFIT (Restricted to Class I Employees Only)**

If a Covered Person becomes Permanently and Totally Disabled as a result of an Injury We will pay a Permanent and Total Disability Benefit provided that he or she becomes Permanently and Totally Disabled within 180 days of the Injury; and the Permanent and Total Disability continues for 12 months. The benefit payable equals the Covered Person's Principal Sum less any amount payable pursuant to the policy.

For purposes of this benefit, Permanently and Totally Disabled shall mean that the Covered Person is totally and continually disabled and cannot work, for any income, at any job that he or she is reasonably suited by education, training or experience to do. Permanent and Total Disability must be verified by a competent medical authority.

### **TRAVEL ASSISTANCE COVERAGE**

#### **Definitions**

**"Child"** or **"Child(ren)"** means a dependent unmarried child of the person insured who relies on the person insured for more than 50% of his or her support and is taken as a dependent on the Federal Income Tax Return of the person insured and is either: 1) less than 20 years of age; or 2) more than 20 years of age but less than 25 years of age and enrolled on a full-time basis in a college, university, or trade school, or satisfies neither 1 or 2 above but who prior to age 20 became incapable of self-sustaining employment by reason of mental retardation or physical handicap.

**"Covered Person"** means:

- a) if the Policyholder pays the premium for the Policy, the person insured under the Policy and that person's Spouse and/or Child(ren) if the Spouse and/or Child(ren) are with the person insured while he or she is covered under the Policy. The Spouse and/or Child(ren) will not be covered while making a side trip without the person insured, or
- b) if the person insured pays the premium for coverage under the Policy, the person insured under the Policy and that person's Spouse and/or Child(ren) if the Spouse and/or Child(ren) are covered under the Policy.

**"Covered Trip"** means when a Covered Person is traveling more than 100 miles from his or her Principal Residence and such travel is covered under the Policy and is not excluded under the EXCLUSIONS AND LIMITATIONS set forth below.

**"Illness"** or **"Ill"** means a sickness or disease which impairs normal functions of the body.

**"Injured"** **"Injury"** or **"Injuries"** means a bodily injury or injuries and is not limited to accidental bodily injuries.

**"Principal Residence"** means the legal domicile of the Covered Person.

**"Spouse"** means legally married to the person insured or is a domestic partner as defined in the Policy.

**"Western Medical Standards"** means generally accepted medical standards comparable to those in the United States, Canada or Western Europe.

For the purpose of Travel Assistance Coverage, if there are any differences in the definition of a term between the Travel Assistance Coverage and the Policy, the definition in the Travel Assistance Coverage shall govern.

#### **Medical Evacuation**

If a Covered Person is Injured or Ill on a Covered Trip and is being treated in a hospital, medical facility, clinic or by a medical provider which based upon Our evaluation cannot provide medical care in accordance with Western Medical Standards, We will arrange for, and cover the cost for, the transport of the Covered Person to the nearest hospital or medical facility which can provide such care. We must be contacted prior to the transport and We must pre-authorize the transport for coverage to apply. No transport will be arranged for and/or covered without the prior recommendation of the attending physician.

For the limited purpose of determining Our liability, We have the sole right to determine the standard of care of a hospital or medical facility, clinic or medical provider.

### **Medical Repatriation**

If a Covered Person is Injured or Ill on a Covered Trip and has sufficiently recovered to travel in a non-scheduled commercial air flight or a regularly scheduled air flight with special equipment and/or personnel with minimal risk to his or her health, We will arrange for, and cover the cost for, the transport of the Covered Person to his or her Principal Residence or to his or her residence in the country where he or she is currently assigned (at his or her option) in such transportation. We must be contacted prior to the transport and We must pre-authorize the transport for coverage to apply. No transport will be arranged for and/or covered without the prior recommendation of the attending physician. For the limited purpose of determining Our liability, We have the sole right to determine the scheduling, the mode of transportation and the special equipment and/or personnel which are covered.

### **Non-Medical Repatriation**

If a Covered Person is Injured or Ill on a Covered Trip and has sufficiently recovered to travel in a regularly scheduled economy class air flight without special equipment or personnel with minimal risk to his or her health, We will pay for the increase in cost to change the travel date on the return air flight and/or for an upgrade in the seating to his or her Principal Residence or to the country where he or she is currently assigned (at his or her option). We must be contacted prior to the transport and We must agree to the change in the travel date and/or upgrade for coverage to apply which is also subject to the prior recommendation of the attending physician. The upgrade shall be subject to Our sole discretion.

### **Return of Remains**

If a Covered Person dies while on a Covered Trip, We will pay and make arrangements for the local preparation of the body for transport or cremation (not including the cost of cremation), travel clearances and authorizations, standard shipping container (not including urn or coffin) and transportation of the body or remains to its country of destination. We must be contacted prior to the preparation and transportation of the body and We must pre-authorize the services and transportation for coverage to apply.

### **Visit to Hospital**

If a Covered Person is scheduled to be hospitalized for more than 7 consecutive days while on a Covered Trip, We will arrange for, and cover the cost of, a regularly scheduled round trip economy class air flight of the person chosen by the Covered Person to visit the Covered Person while he or she is hospitalized. We must pre-authorize the transportation for coverage to apply.

### **Return of Child**

If a Covered Person is traveling with a child who is under 20 years of age or a child who prior to age 20 became incapable of self-sustaining employment by reason of mental retardation or physical handicap and remains chiefly dependent upon the Covered Person for support and maintenance while on a Covered Trip and due to the Illness or Injury to the Covered Person such child(ren) is left unattended, We will arrange for, and cover the cost of, the transport of the child(ren) by a regularly scheduled economy class air flight to the location chosen by the Covered Person and for an attendant, if applicable. We must pre-authorize the transportation of the child(ren) and attendant, if applicable, for coverage to apply.

### **Return of Companion**

If a Covered Person is traveling with a companion while on a Covered Trip and due to the Illness or Injury to the Covered Person the Covered Person cannot complete the Covered Trip as scheduled, We will pay for the lesser of the change fee for the companion's return air flight or a one way economy class flight, whichever is less. We must pre-authorize such costs for coverage to apply.

### **Right of Recovery**

We have the right to recover any benefits which We have paid under this coverage if the Policyholder or Covered Person recovers any money from a third party for the expenses incurred by the Policyholder or Covered Person which were covered under this Travel Assistance Coverage. We will be reimbursed from such recovery and We will have a lien against that recovery. We have the right to recover any benefits from the Covered Person for transportation services and/or expenses, which were not covered under the Travel Assistance Coverage.

## **Exclusions and Limitations**

We will not provide the coverage if the coverage is excluded under SECTION II – EXCLUSIONS AND LIMITATIONS of the Policy, or if:

1. the Covered Trip was undertaken for the specific purpose of securing medical treatment;
2. the Injuries or Illness requiring medical services resulted from the Covered Person being under the influence of any controlled substance, unless such controlled substance was prescribed by a physician and was taken in accordance with the prescribed dosage.
3. with respect to a MEDICAL EVACUATION, the medical care which is being provided is consistent with Western Medical Standards. We have sole discretion in making that determination.
4. with respect to MEDICAL EVACUATION, it is not medically necessary to transport the Covered Person to another hospital or medical facility. We have the sole discretion in making that determination.
5. based upon the medical condition of the Covered Person and/or the local conditions and circumstances, We determine that MEDICAL EVACUATION or MEDICAL REPATRIATION is not appropriate. We have sole discretion in making that determination.
6. any local, state, country or international law prohibits the provision of the transportation or services provided for under this coverage. We shall be fully and completely excused from performance and discharged from any contractual obligation.
7. We did not pre-authorize the transportation and/or services.

## **Reservation of Rights**

We reserve the right to suspend, curtail or limit Our coverage in any area in the event of rebellion, riot, military uprising, war, terrorism, labor disturbance, strike, nuclear accident, act of God or refusal of authorities to permit Us to provide services or in any country for which a travel warning has been issued by the Department of State of the United States of America.

## **Scope**

The Illness coverage provided under Travel Assistance Coverage applies solely to the Travel Assistance Coverage and in no way supercedes or modifies the other coverages provided under the Policy.

To contact Us regarding the Travel Assistance Plan, the Covered Person must call 1-800-263-0261 from the U.S. or Canada; and collect from anywhere else in the world at +1-416-977-0277.

## **WHAT OTHER BENEFITS ARE INCLUDED IN THE POLICY?**

### **LEAVE OF ABSENCE AND LAY OFF BENEFIT (Restricted to Class I Employees Only)**

A Covered Employee may continue his or her coverage for up to thirty-six (36) months during the course of a leave of absence or Lay Off providing they pay the appropriate premium in advance.

### **RESERVE/NATIONAL GUARD COVERAGE**

We will pay plan benefits for a loss due to injury of any Covered Person which is sustained while such Covered Person is a member of an organized Reserve Corps or National Guard Unit and is:

1. attending any regularly scheduled or routine training of less than thirty (30) days, or is enroute to or from such training;
2. attending a Service School no matter how long it is or is enroute to or from that school;
3. taking part in any authorized inactive duty training; or,
4. taking part as a unit member in a parade or exhibition authorized by official orders.

No benefit is payable for any loss that occurs during active duty.

## **Definition**

“Service School” means one operated by, or on behalf of, the United States of America or Canada.

## CONVERSION PRIVILEGE

If the insurance of an Insured ceases for reasons other than termination of the Policy or nonpayment of premium, the Insured is entitled to convert his or her coverage to an Individual Accidental Death or Dismemberment policy (IAD policy) or to a Family AD&D policy (FAD policy) if the Family Plan was selected. The new IAD or FAD policy will be on one of Our forms and may not include all the Coverages and Enhancements of the Group Policy. The Insured must make a written application for the IAD or FAD policy within 31 days of the cessation of insurance under the Group Policy. The Insured does not have to show proof of good health.

The issuance of the IAD or FAD policy is subject to the following conditions:

1. the Principal Sum for the IAD or FAD policy shall be the lesser of the Insured's Principal Sum under the Group Policy or \$250,000;
2. the premium for the IAD or FAD policy shall be Our usual rate on file with the proper regulatory authority, if such filing is required;
3. any IAD or FAD policy issued shall take effect on the termination date of the Insured's insurance under the Group Policy; and
4. when an IAD or FAD policy becomes effective, the relationship between the Insured and the Company shall be governed by that policy, including all terms and conditions, including benefits and termination dates.

The conversion privilege shall cease when the Insured attains age 70.

## CONTINUATION OF COVERAGE AT AGE 70

For the Insured and his or her Covered Spouse/Domestic Partner, at age 70, the Covered Person's/Domestic Partner's Principal Sum shall be based on the Covered Person's previous Principal Sum per the following schedule:

Age at Date of Loss	Percent of Principal Sum
70-74	65%
75-79	45%
80-84	30%
85 & Over	15%

Permanent and Total Disability Benefits terminate at age 70.

## WHAT ITEMS ARE EXCLUDED OR LIMITED FROM COVERAGE?

- A.** A loss shall not be a Covered Loss if it is caused by, contributed to, or resulted from:
1. Suicide, attempted suicide, or a purposeful self-inflicted wound;
  2. War or any, act of war, declared or undeclared;
  3. A Covered Person's involvement in any type of active military service;
  4. Illness, disease or infection;
  5. Pregnancy, including childbirth, but not including complications thereof;
  6. Travel or flight in an aircraft except to the extent stated in the Hazards;
  7. Skydiving, parasailing, hanggliding, bungee-jumping, or any similar activity; or
  8. The Covered Person's participation in the commission or attempted commission of any felony or assault.
- B.** No benefits will be paid for amounts that exceed the Combined Single Limit. The Combined Single Limit, if any, is shown in the Schedule of Benefits.
- C.** No benefits will be paid for a Covered Loss contributed to, either directly or indirectly, by a Covered Person's being:
1. intoxicated.
    - a. A Covered Person will be conclusively presumed to be intoxicated if the level of alcohol in his or her blood exceeds the amount at which a person is presumed, under the law of the locale in which the accident occurred, to be intoxicated if operating a motor vehicle.
    - b. An autopsy report from a licensed medical examiner, law enforcement officer reports, or similar items shall be considered proof of the Covered Person's intoxication.
  2. under the influence of any controlled substance, unless such controlled substance was prescribed by a physician and taken in accordance with the prescribed dosage.

## WHEN DOES COVERAGE TERMINATE?

**Insured.** Your insurance terminates at the end of the period for which premium has been paid and during which any of the following occurs:

- A. The Policy is terminated
- B. You cease to be an Eligible Person; or
- C. You fail to pay the required premium.

**Covered Person other than the Insured.** Insurance terminates at the earliest of the following;

1. the date the insurance of the Insured terminates; or
2. the first premium due date after the person no longer qualifies as a Covered Person.

## HOW DO YOU FILE A CLAIM?

- A. **Notice.** You or the beneficiary, or someone on Your behalf, must give Us written notice of the Covered Loss within 90 days of such loss. The notice must name the Covered Person who sustained the Injury, Your name, and the Policy Number. To request a claim form, You or the beneficiary, or someone on Your behalf may contact Us at 1-866-841-4771. Send the notice to the Claims Department, Zurich American Insurance Company, P.O. Box 307010, Jamaica, NY 11430-7010, or any of Our agents. Notice to Our agents is considered notice to Us.
- B. **Claims Forms.** We will send the claimant Proof of Loss forms within 15 after We receive notice. If the claimant does not receive the Proof of Loss form in 15 days after submitting notice, he or she can send Us a detailed written report of the claim and extent of loss. We will accept this report as a Proof of Loss if sent within the time fixed below for filing Proofs of Loss.
- C. **Proof of Loss.** Written Proof of Loss, acceptable to Us, must be sent within 90 days of the loss. Failure to furnish Proof of Loss acceptable to Us within such time shall neither invalidate nor reduce any claim if it was not reasonably possible to furnish the Proof of Loss and the proof was provided as soon as reasonably possible.

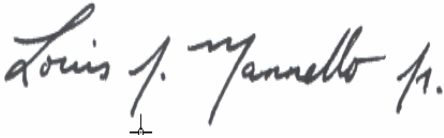
## WHEN AND HOW WILL WE PAY CLAIMS?

- A. **Time of Payment.** We will pay claims for all Covered Losses, other than Covered Losses for which the policy provides any periodic payment, immediately upon receipt of written Proof of Loss that is acceptable to Us. Unless an optional periodic payment is stated or chosen, any loss to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance which remains when Our liability ends will then be paid when We receive the Proof of Loss that is acceptable to Us.
- B. **Who We Will Pay.**
  1. **Loss of Life of an Insured.** Covered Losses resulting from the Insured's death are paid to the named beneficiary at the time of death. If there is no beneficiary named or the named beneficiary pre-deceases or dies at the same time as the Insured, We will pay the benefit to the Insured's decedents who survive him or her in the following order:
    - a. the Insured's legally married spouse/domestic partner;
    - b. the Insured's children;
    - c. the Insured's grandchildren;
    - d. the Insured's parents;
    - e. the Insured's brothers and/or sisters;
    - f. the Insured's estate.
  2. **Loss of Life of a Covered Person other than the Insured.** Covered Losses for the death of a Covered Person other than the Insured shall be paid to the Insured. If the Insured pre-deceases or dies at the same time as the Covered Person other than the Insured, the benefit shall be paid to the beneficiary unless the beneficiary designation has not been made or is no longer living at the time of death. In such case, the benefits shall be paid to the Insured's estate.
  3. **All Other Claims.** Benefits are to be paid to the Insured.
- C. **Physical Examination and Autopsy.** We have the right to examine a Covered Person when and as often as We may reasonably request while the claim is pending. Such examination shall be at Our expense. We can have an autopsy made unless forbidden by law.
- D. **Choice of Service Provider.** The Covered Person has the sole right to choose his or her doctor and hospital.

## GENERAL POLICY CONDITIONS

- A. Assignment of Interest.** A transfer of interest is binding when We get written notice on a form acceptable to Us. We have no duty to confirm that a transfer is valid.
- B. Beneficiaries.** You have the sole right to name a beneficiary. The beneficiary has no interest in the Policy other than to receive certain payments. You may change the beneficiary at any time unless You have assigned the interest in the Policy. In such case, the person who You have assigned the interest in the Policy to may have the right to change the beneficiary. Consent to a change by a prior beneficiary is not needed unless the previous beneficiary was designated as irrevocable. Any beneficiary designation must be in writing on a form acceptable to Us.
- C. Suit Against Us.** No action on the policy may be brought until 60 days after written Proof of Loss has been sent to Us. Any action must commence within 3 years (5 years in Kansas and Tennessee; and 6 years in South Carolina and Wisconsin) of the date the written Proof of Loss was required to be submitted. If the law of the state where the Covered Person lives makes such limit void, then the action must begin within the shortest time period permitted by law.
- D. Conformity with Statute.** Terms of the policy that conflict with the laws of the state where it is delivered are amended to conform to such laws.
- E. Change or Waiver.** A change or waiver of any terms or conditions of the policy must be issued by Us in writing and signed by one of Our executive officers. No agent has authority to change or waive Policy terms or conditions. A failure to exercise any of Our rights under the policy shall not be deemed as a waiver of such rights in the same or future situations.
- F. Clerical Error.** A clerical error or omission will not increase or continue Your coverage or benefits which otherwise would not be in force. If You apply for insurance which You are not eligible, We shall only be liable for any premiums paid to Us.

In Witness Whereof, We have caused the Policy to be executed and attested, and, if required by state law, the Policy shall not be valid unless countersigned by Our authorized representative.



Louis J. Mannello, Jr.  
President  
Zurich American Insurance Company



David Bowers  
Corporate Secretary  
Zurich American Insurance Company

This endorsement, effective January 1, 2010, forms a part of Policy No. GTU 8364005, issued to The Board of Regents of the University of Wisconsin.

It is hereby understood and agreed that, effective January 1, 2010, the following changes will take place in the Policy:

- I. The definition of a Domestic Partner as defined in the Policy page **Domestic Partner**, Endorsement No. 4, coded U-GA-323-A (CW) (2/98), is deleted in its entirety and is replaced with the following:

The definition of Domestic Partner in this Policy shall mean a person with whom the Insured employee is in a domestic partnership under one or more of the following:

1. The Insured and the Insured's Domestic Partner satisfy the definition of a domestic partnership set forth in Wis. Stats. §40.02(21d) and have submitted the Department of Employee Trust Funds' Affidavit of Domestic Partnership (ET-2371) to establish a domestic partnership as set forth in Wis. Stats. §40.51(2m)(a); and/or
2. The Insured and the Insured's Domestic Partner satisfy the definition of a domestic partnership set forth in Wis. Stats. §40.02(21d) and have submitted a University of Wisconsin System Affidavit of Domestic Partnership (UWS 50) to the University of Wisconsin.

An Insured employee must submit either the acknowledgement letter from the Employee Trust Fund that confirms the establishment of a Chapter 40 domestic partnership or the UWS Affidavit of Domestic Partnership in order to enroll a domestic partner in coverage.

- II. The Policy page **PAYMENT OF CLAIMS ENDORSEMENT**, Endorsement No. 13, coded U-GA-318-A (CW) (5/97), is deleted in its entirety and is replaced with the following:

#### **PAYMENT OF CLAIMS ENDORSEMENT**

The provision entitled "**Who We Will Pay**" is hereby deleted in its entirety and replaced with:

1. Loss of Life of an Insured. Covered Losses resulting from the Insured's death are paid to the named beneficiary at the time of death. If there is no beneficiary named or the named beneficiary pre-deceases or dies at the same time as the Insured, We will pay the benefit to the Insured's decedents who survive him or her in the following order:
  - a. the Insured's Spouse or Domestic Partner, if living; otherwise;
  - b. the Insured's surviving Children equally, otherwise;
  - c. the Insured's surviving Grandchildren equally, otherwise;
  - d. the Insured's surviving Parents equally, otherwise;
  - e. the Insured's surviving Siblings equally, otherwise;
  - f. the Insured's Estate.
2. All other claims. Benefits are to be paid to the Insured.

III. The definition of **Covered Child(ren)** as it appears in the Policy page **FAMILY PLAN ENDORSEMENT**, Endorsement No. 3, coded U-GA-318-A (CW) (5/97), and the definition of **“Child”** or **“Child(ren)”** on the Policy page **Travel Assistance Coverage**, Endorsement No. 23, coded U-GA-904-B (CW) (07/01), are deleted in their entirety and are replaced with the following:

**Covered Child(ren)** means an employee's or employee's Domestic Partner's unmarried child(ren), including natural child, stepchild, adopted child, legal ward and a child in an adoptive placement under Wis. Stats. §43.837(1) and §48.833(2), who is dependent upon the employee for at least 50% of support and maintenance and who is:

1. More than 14 days old, counting from live birth, but under 19 years of age; or
2. Age 19 or older but less than 25 if a full-time student.

The aforementioned child(ren) shall only be Covered Child(ren) if the Family Plan is elected.

IV. The “Principal Sum” statement along with the “Benefits in excess” statement and the “Base Annual Earnings” statement listed on of the Policy SCHEDULE page, coded U-GA-101-A (CW) (5/97), is deleted in its entirety and is replaced with the following:

An employee or a retiree may select the following Principal Sum amounts: \$25,000; \$50,000; \$100,000; \$150,000; \$200,000; or \$250,000.

Except for the above, this Amendatory Endorsement does not vary, alter, waive, or extend any of the terms of the Policy to which it is attached.

Endorsement No. 27  
(Page 2 of 2)

Signed for by Zurich American Insurance Company



Date: January 14, 2010

Countersigned \_\_\_\_\_

Date: \_\_\_\_\_

(RK, 1/14/10)