

# **Accidental Death & Dismemberment Plan**

Updated June 2020



**THE TEXAS A&M  
UNIVERSITY SYSTEM**

# Introduction

*The Texas A&M University System offers optional Accidental Death and Dismemberment coverage to protect you and your family from the financial difficulties of a death or serious accident.*

AD&D coverage pays benefits in addition to any other life insurance you may have. Benefits are paid only when a covered person dies or is seriously injured due to an accident. These unexpected deaths or injuries often hit a family's finances the hardest.

This booklet describes your AD&D coverage. It provides a summary of plan provisions in everyday language. Most of your questions can be answered by referring to this booklet.

This booklet does not contain every detail about your plan. All details are included in the policy between The Texas A&M University System and The Hartford. The policy is the final word on all plan provisions. In case of any discrepancy between this booklet and the policy, the policy will govern.

This booklet is neither a policy of current or future employment nor a guarantee of payment of benefits. The System reserves the right to change or end the benefits described in this booklet at any time for any reason. Clerical or enrollment errors do not obligate the plan to pay benefits. Errors, when discovered, will be corrected according to the provisions of the plan policy and published procedures of the A&M System.

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# Participation

*All full-time and some part-time employees and retirees and their families are eligible for AD&D coverage.*

*Coverage can begin on your first day of work. Participation is voluntary.*

You and your dependents are eligible to participate in the AD&D plan if you:

- are eligible to participate in the Teacher Retirement System of Texas (TRS) or Optional Retirement Program (ORP), and
- work at least 50% time for at least 4½ months.

You also may join the plan if you are:

- a graduate student employee or a re-employed retiree, and
- you work at least 50% time for at least 4½ months.

You and your dependents are also eligible if you are a graduate student employee who works at least 50% time for at least 4½ months or if you are a postdoctoral fellow. To be eligible for coverage as a retiree, you must meet the [Retiree Eligibility Criteria](#). Eligibility for this plan is subject to change by the A&M System or the Texas Legislature.

## Eligible Dependents

You may choose to cover your eligible dependents in addition to yourself. Dependents eligible for coverage include:

- your spouse, and
- your dependent children younger than 26

Dependent children include:

- a natural child,
- an adopted child,
- a stepchild who has a regular parent/child relationship with you,
- a foster child under a legally supervised foster care program,
- a child for whom you are the legal guardian or legal managing conservator and with whom you have a regular parent/child relationship, and
- a grandchild whom you claim in your income tax return.

You may be asked to provide legal papers to show your relationship to a child who is not your natural child (for example, court documentation for guardianship).

If the child is mentally or physically unable to earn a living and is dependent on you for support you must notify your Human Resources office of the child's disability before the child's 26th birthday. This will allow time for you to obtain and complete the necessary forms for coverage to continue.

If your spouse works for the A&M System, you may choose to be covered:

- only on your own employee AD&D coverage,
- only as a dependent on your spouse's AD&D coverage, or
- on both.

If you and your spouse are both employed by the A&M System, you may both purchase family AD&D coverage. However, the plan will pay no more in benefits for you than you are eligible for under employee coverage, and each covered child will be limited to \$25,000 in benefits. These limits apply even when total coverage is higher than the benefit limits.

## Enrolling in the Plan

Coverage for you and your dependents can take effect either on your hire date or on your employer contribution eligibility date (the first of the month after your 60th day of employment) if you enroll before, on or within seven days of your hire date. If you enroll beyond the seventh day after your hire date but during your 45-day enrollment period, your coverage can take effect either on the first of the following month or on your employer/state contribution eligibility date. You may also choose to have your coverage begin before your employer contribution eligibility date, but have your dependents' coverage begin on your employer contribution eligibility date.

For dependent AD&D coverage, you do not need to specifically list family members, you simply choose family coverage. Proof of eligibility is requested should a claim arise. If you do not enroll yourself or choose family coverage during your enrollment

period, you must wait until the next Open Enrollment period (coverage effective September 1) to enroll.

You must be actively at work on the day your coverage is to begin or increase. If you are not, coverage will be delayed until you return to work.

If you enroll in family AD&D coverage, all eligible dependents (at the time of your enrollment) will be covered. See [Adding New Dependents](#).

## Retiree Eligibility

If you were retired from or employed in a benefits-eligible position with the A&M System on August 31, 2003, you are eligible for health coverage as a retiree when:

- you are at least age 55 and have at least 5 years of service credit, or your age plus years of service equal at least 80, or you have at least 30 years of service, and
- you have 3 years of service with the A&M System, and
- the A&M System is your last state employer.

If you left A&M System employment before September 1, 2003, but you met the above criteria as of August 31, 2003, you qualify for retiree benefit coverage under these criteria.

If you are in TRS and you retire after August 31, 2003, you must also provide documentation that you are receiving or have applied to receive your TRS annuity payments.

If you were hired by the A&M System in a benefits-eligible position after August 31, 2003, or if you left A&M System employment before August 31, 2003, and did not meet the criteria listed at left as of August 31, 2003, you are eligible for health coverage as a retiree when:

- you are at least age 65 and have at least 10 years of service credit, or your age plus years of service equal at least 80 and you have 10 years of service credit, and
- you have 10 years of service with the A&M System, and
- the A&M System is your last state

employer.

If you are in TRS, you must also provide documentation that you are receiving or have applied to receive your TRS annuity payments.

## Naming a Beneficiary

You are automatically the beneficiary for dismemberment benefits on yourself and all benefits payable for a covered family member.

You may name a secondary beneficiary to receive benefits in case you die at the same time or as a result of the same accident as a covered family member.

You must name a beneficiary to receive benefits in case of your death in a covered accident. You may name one or more primary beneficiaries. If you name more than one person as a primary beneficiary, you should also designate the percentage of the benefit each should receive.

Otherwise, benefits will be divided equally. For example, you might direct that your spouse receive 50% of the benefit and each of your two children receive 25%. Percentages must total 100%.

You may also name one or more secondary beneficiaries to receive your benefit in case your primary beneficiary (ies) dies before or at the same time as you do. If you name more than one, you must designate the percentage of the benefit each is to receive. Secondary beneficiaries are paid benefits only if all primary beneficiaries die before or at the same time as you.

You may change your beneficiary designation at any time through Workday or by completing a form available from your Human Resources office. If your beneficiary dies, you should change your designation immediately. You may want to review your designation if you marry or divorce.

## Adding New Dependents

If you have family AD&D coverage, new family members are covered from the day they are first eligible.

If you do not have family AD&D coverage and wish to add your dependents to your coverage, the insurance will become effective on the first of the month after your complete your enrollment in Workday.

If you do not have family AD&D coverage when you marry or have a new child, the new dependent will be covered for 31 days from:

- the date of marriage,
- the date of birth,
- for an adopted, foster or step child, the date the child becomes financially dependent on you for support, or
- for a grandchild, the year they are added as a covered dependent on your tax return.

To continue coverage you must enroll in family coverage and pay the family premium from the first of the month following the date coverage began.

## Former Employees

You are eligible for coverage as a retiree if you are a former employee who meets the Retiree Eligibility criteria.

You may apply for coverage within 60 days of meeting this criteria or within 60 days of leaving a TRS eligible position with another state employer after meeting the eligibility criteria. In these cases, you may choose to have your coverage become effective on the first of the month following the date the Human Resources office receives your application or on your employer contribution eligibility date (the first of the month that falls at least 60 days after the Human Resources office receives your application).

If you do not enroll on one of these dates, you may enroll during a later Open Enrollment period. In that case, you can choose to have your coverage become effective on the next September 1 or December 1.

## Changing Your Coverage

Once you enroll in the AD&D plan, you can reduce your coverage amount or drop your coverage at any time. You can enroll in or increase coverage only

during Open Enrollment. You can change from individual to family coverage or family coverage to individual coverage only during Open Enrollment or within 60 days of a Qualifying Life Event. Generally, only changes consistent with the Qualifying Life Event can be made. For example, if you have a baby, you cannot change from family to individual coverage, but you can change from individual to family coverage.

Qualifying Life Events include:

- employee's marriage or divorce or death of employee's spouse,
- birth, adoption or death of a dependent child,
- change in employee's, spouse's or dependent child's employment status that affects benefit eligibility, such as leave without pay,
- employee's receipt of a qualified medical child support order or letter from the Attorney General ordering the employee to provide (or allowing the employee to drop) medical coverage for a child,
- changes made by a spouse or dependent child during his/her Open Enrollment period with another employer,
- significant employer- or carrier-initiated changes in or cancellation of the employee's, spouse's or dependent child's coverage.

A divorce is considered official when the trial court announces its decision in open court or by written memorandum filed with the clerk. You must provide documentation to drop your divorced spouse.

## If Your Work Hours are Reduced

If your work hours are reduced to between 50% and 99% time, your coverage will not be affected. If your work hours are reduced below 50% time, your coverage will potentially end (see page 5).

## Leave of Absence

If you take a paid leave of absence, your coverage will continue and premiums will continue to be deducted from your pay. However, if you take an

unpaid leave, you must make arrangements through your Human Resources office to continue your premium payments or to cancel your coverage.

If you continue your coverage, the coverage amount and premium will be the same as before your leave, unless the employer contribution was covering your premium and it is not being continued during your leave. Should you decide to discontinue your AD&D coverage, your coverage automatically will

be reinstated at the same level when you return, regardless of the plan year. You have 60 days after your return to make enrollment changes.

If your AD&D premium is paid by the employer contribution and you take an unpaid leave under the Family and Medical Leave Act, the employer contribution will continue to pay your premium during the leave. See Coverage Cost.

# Coverage Cost

*You pay the cost for this optional coverage. The cost is based on whether you choose individual or family coverage and the amount of coverage you choose.*

Each month, you pay for Accidental Death and Dismemberment insurance if you choose to buy coverage. The cost of your coverage is based on whether you choose individual or family coverage and the amount of coverage you elect.

Through the Pre-tax Premiums Plan, your premium will automatically be deducted from your paycheck on a before-tax basis. This means you never pay federal income tax or Social Security tax on the money you pay for your AD&D coverage.

When you pay premiums on a before tax basis, your taxable income is reduced. This may mean that your eventual Social Security benefit could be reduced. However, the reduction is quite small. Your base pay, for purposes of pay increases and benefits based on pay, is not reduced.

If you are retired, you are not eligible for before-tax premiums. If you waive System health coverage but certify that you have other health insurance, you may apply part of the employer contribution toward your AD&D coverage.

If your coverage begins in the middle of a month, you must pay your full premium for the month.

# Coverage Choices

*You choose the amount of AD&D coverage you want within certain limits. You also choose whether to cover yourself only or yourself and your family.*

You can buy AD&D coverage on yourself in multiples of \$10,000 up to certain levels. This coverage is in addition to the \$5,000 in Basic AD&D coverage you receive if you are enrolled in Basic Life or Alternate Basic Life insurance. You can also choose to buy coverage on your spouse and children.

## Coverage Amounts

If your annual pay is \$25,000 or less, you can buy coverage of up to \$250,000. If your annual pay is more than \$25,000, you can buy up to 10 times your annual pay in coverage to a maximum coverage amount of \$800,000.

All coverage amounts must be multiples of \$10,000. For example, if you earn \$15,000 a year, you could buy up to \$250,000 in coverage. However, if you earn \$30,000 a year, you could buy up to \$300,000 in AD&D coverage.

Annual pay means your annual budgeted pay on September 1 of each year. It does not include commissions, bonuses, overtime, longevity or hazardous duty pay or other fringe benefits.

If you are retired, you may buy up to \$200,000 in AD&D coverage if you are younger than 70. If you are 70 or older, you may buy up to \$60,000 in coverage. Coverage limits change on the September 1 following your 70th birthday. All coverage amounts must be multiples of \$10,000.

## Family Coverage

You may choose to cover your family under the AD&D plan. If you elect family coverage, all of your eligible dependents will be covered. You may not choose to cover some dependents and not others. You must buy coverage for yourself in order to buy family coverage.

The amount of coverage you can buy for your family is a percentage of the amount you buy for yourself. The percentage depends on what dependents you have. The family coverage percentages are the same for active and retired employees.

If you have a spouse and one or more children, your spouse will be covered for 50% of your coverage amount. Each child will have coverage of 10% of your coverage amount.

If you have no children, your spouse will be covered for 60% of your coverage amount. If you have no spouse, each of your children will be covered for 15% of your coverage amount.

In any case, coverage on each child cannot be more than \$25,000, no matter what level of coverage you elect for yourself. If you already have family coverage for yourself and your children, the coverage percentages will adjust to cover a spouse effective the day you marry. Likewise, if you have family coverage on your spouse, the coverage percentages will change effective the day of birth of your first child. When you have a new child with coverage already in effect for one or more other children, no adjustments required. The new child is covered from birth.

## Family Coverage Example

### Example 1

Your coverage amount: \$150,000

Family coverage amounts:

- If you have a spouse and children: \$75,000 on your spouse and \$15,000 on each child
- If you have a spouse but no children: \$90,000 on your spouse
- If you have children but no spouse: \$22,500 on each child

### Example 2

Your coverage amount: \$300,000

Family coverage amounts:

- If you have a spouse and children: \$150,000 on your spouse and \$25,000\* on each child
- If you have a spouse but no children: \$180,000 on your spouse
- If you have children but no spouse: \$25,000\* on each child

\*Each child's coverage is limited to \$25,000

# When Benefits are Paid

The plan pays you a benefit if you have certain losses due to an accident. Your beneficiary receives a benefit if you die as a result of an accident.

The AD&D plan pays benefits for death or dismemberment that results from an accident that occurs while you or a family member is covered by the plan. It does not pay benefits when a loss or death occurs due to an illness.

The coverage amount you choose when you enroll in the plan determines the amount you or your beneficiary will receive. For some losses, the full coverage amount is payable; for others, a portion of the coverage amount is payable. The chart below shows the types of losses covered by the plan and the percentage of your coverage amount that is payable for each type of loss.

<b>AD&amp;D Benefits</b>	
For Loss Of:	Your Benefit is the Following Percentage of the Full Coverage Amount*:
Life	100%
Both hands or both feet	100%
One hand and one foot	100%
Entire sight of both eyes	100%
Speech and hearing in both ears	100%
One arm or one leg	70%
One hand or one foot	50%
Entire sight of one eye	50%
Speech or hearing in both ears	50%
Thumb and index finger of the same hand	50%
For Paralysis	Your Benefit is the Following Percentage of the Full Coverage Amount:
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Uniplegia	25%

\* The benefit percentage is doubled when a covered child is dismembered, but in no case will the benefit be more than the child's coverage amount. For example, you would receive 100% of the coverage amount if your covered child lost a hand, but 50% of the coverage amount if you or your spouse lost a hand.

Loss of hands and feet means severance at or above the wrist or ankle joints. Loss of sight means entire and irrecoverable loss of sight. Loss of arm or leg means severance at or above the elbow or knee. Loss of speech means entire and irrecoverable loss of speech. Loss of hearing means entire and irrecoverable loss of hearing in both ears. Loss of thumb and index finger means severance at or above the joint closest to the hand.

Uniplegia means total paralysis of one limb. Hemiplegia means total paralysis of both limbs on one side of the body. Paraplegia means total paralysis of both lower limbs.

Quadriplegia means total paralysis of all four limbs. Paralysis means loss of use, without severance of the limb. A doctor must certify that the paralysis is complete and irreversible.

The most that you or a family member can receive from the plan for injuries from a single accident is the coverage amount, no matter how many losses occurred.

For example, if you lose both hands, both feet and sight of both eyes in an accident, you will receive 100% – not 300% – of your coverage amount. If you receive benefits for loss of a hand and later die as a result of the same accident, your beneficiary will receive 50% – rather than 100% – of your coverage amount because you had already received 50% of the benefit. If you lose the thumb and index finger of a hand and lose that same entire hand as a result of the same accident, the plan will pay only for the loss of the hand.

If a child loses a hand in an accident, you will receive 100% of the child's coverage amount because the child's dismemberment benefit is doubled. If the child loses both hands, you still will receive 100% – not 200% – because you cannot receive more than the coverage amount.

If you or a family member dies after receiving paralysis benefits and as a result of the same accident, the difference between the paralysis benefit and the coverage amount will be paid to the beneficiary. For example if you receive 50% of your coverage amount due to hemiplegia and later die, your beneficiary will receive the other 50% of your coverage amount as a death benefit.

Benefits will be paid only for losses that occur within 365 days after the accident that caused the loss.

## **Seat Belt Benefit**

Your benefit will be increased if you or a covered family member dies as a result of a traffic accident and you or the covered family member was wearing a properly fastened seat belt.

If you qualify for the seat belt benefit, you will receive an additional benefit of 5% of the coverage amount, up to a maximum additional benefit of \$25,000. Your spouse's or children's benefits will be increased by a percentage based on their coverage amount (or \$25,000, if less). If your spouse passes away and qualifies for the benefit, your beneficiary would receive an additional \$25,000.

To be eligible for the seat belt benefit, you or the covered person must have been driving or riding in a non-commercial vehicle, and the driver (whether or not a covered person) must be licensed and not intoxicated, driving while impaired or under the influence of any alcohol or drug.

If use of a seat belt cannot be verified because the accident report or other certification is not available, the air bag benefit will be limited to \$1,000.

## **Air Bag Benefit**

You or your beneficiary will receive an additional benefit equal to 5% of the coverage amount, up to a maximum additional benefit of \$25,000.

If use of a seat belt and proper inflation of the air bag cannot be verified because the accident report or other certification is not available, the air bag benefit will be limited to \$1,000.

## Seat Belt and Air Bag Benefit Example

Let's assume you have coverage of \$100,000 on yourself and you cover your family. We'll further assume that your spouse and child have a traffic accident and qualify for the seat belt and air bag benefits. We'll assume your spouse and child were both wearing seat belts, and your spouse was sitting in a seat protected by an air bag. We'll also assume both were killed.

<b>Spouse Benefit</b>	
Spouse's coverage amount:	\$50,000 (50% of your coverage amount)
Loss of life (100% of spouse's coverage amount)	\$50,000
Seat belt benefit (50% of spouse's coverage amount with \$25,000 maximum for seat belt)	\$25,000
Additional 5% for air bags	\$ 2,500
<b>Total AD&amp;D benefit payable</b>	<b>\$77,500</b>
<b>Child Benefit</b>	
Child's Coverage Amount	\$10,000 (10% of your coverage amount)
Loss of Life (100% of child's coverage amount)	\$10,000
Seat Belt Benefit (10% of child's coverage amount with \$25,000 maximum)	\$1,000
<b>Total AD&amp;D Benefit Payable</b>	<b>\$11,000</b>

## Loss Due to Exposure

If you or a covered dependent has a loss due to accidental exposure to the elements, you will receive benefits from the AD&D plan if the loss is a death or dismemberment normally covered by the plan. Covered accidents include forced landing, stranding, sinking or wrecking of a conveyance in which the insured was an occupant at the time of the accident. Loss due to exposure is confirmed as loss of life if the insured's body has not been found within one year after a covered accident involving the disappearance of a conveyance in which the insured was an occupant.

## Disappearance

If you or covered family members cannot be found because you were in a vehicle at the time a covered accident occurred and the vehicle disappeared, sank or was wrecked, you or your family members will be considered dead after a year. At that time, AD&D death benefits will be paid to the beneficiary.

## Rehabilitation

The rehabilitation benefit will pay up to 20% of the cost of rehabilitative training to help you or a covered dependent return to work or school after an accidental injury for which you received benefits under this plan. The plan will pay a minimum of \$1,000 and a maximum of \$10,000.

The training must be necessary to allow you or a covered dependent to return to work or school or to become independent and mobile, and prepares you or your covered dependent for an occupation for which you were not previously trained. You or your dependent must receive the training within two years of the accident that caused the injury.

Under this provision, the plan may pay part of the cost for training you or a dependent to use prosthetic devices or sign language. The plan may also pay part of the cost for you or a dependent to take driver's training under

the direction of a licensed rehabilitation center. The cost of installing a hand brake and/or accelerator in your car may also be covered. The plan will not pay room and board, ordinary living expenses, for travel or clothing, for purchase of a motor vehicle, prosthetic device or wheelchair, or for home modifications.

## **Education Benefit**

The AD&D plan will pay an education benefit to your spouse and eligible children if you die due to an accident while enrolled in family coverage.

The plan will pay 5% of your coverage amount or \$5,000, whichever is less, each year for up to four years to each eligible child. Eligible children are those who are enrolled as full-time students in any institution of higher education or trade school on the date of your death or those who are in the 12th grade on the date of your death and enroll full-time in an institution of higher education or trade school within one year of your death.

The plan will pay a one-time benefit of \$1,000 for each child who is not eligible for the benefit described in the preceding paragraph but is enrolled as a full-time student in kindergarten through 12th grade within 12 months of your death.

Your spouse can receive actual tuition incurred up to \$5,000 per year if he or she enrolls in any institution of higher education or trade school within one year of your death to obtain a source of support. Your spouse may receive this benefit for any eligible tuition expenses incurred within 30 months of your death.

## **Criminal Act of Violence Benefit**

The AD&D plan will pay an additional benefit to your beneficiary if you die as the result of a criminal act of violence while on A&M System premises or on A&M System business. The additional benefit will be \$25,000 or 10% of your coverage amount, whichever is less. A covered criminal act of violence means:

- actual or attempted robbery or holdup,
- kidnapping during an attempted holdup, or
- felonious assault by persons other than System employees or members of your family or household.

## **Coma Benefit**

The AD&D plan will pay a coma benefit if you or a covered family member becomes comatose within 31 days of a covered accident and remains comatose for more than 31 days. This benefit will be paid monthly for up to 11 months and will equal 1% of your (or the covered family member's) coverage amount.

If you or the family member dies or remains comatose after 11 months, the balance of the coverage amount will be paid to the beneficiary.

## **Child Care Center Benefit**

If you have family coverage, the AD&D plan will pay an additional benefit if you die as a result of a covered accident and have a surviving dependent child younger than 13 who is enrolled in a licensed day care center within 365 days of the accident. The child care center benefit will pay your beneficiary 3% of your coverage amount or \$5,000, whichever is less, each year for five years. If you have a dependent child who does not qualify for this benefit, the plan will pay your beneficiary an additional one-time benefit of \$1,500.

## **COBRA Benefit**

If you have family coverage, the AD&D plan will pay an additional benefit if you die as a result of a covered accident and your surviving spouse and dependent children are covered under an A&M System medical plan at the time of your death. This benefit will pay 3% of your coverage amount or \$4,500, whichever is less, each year for up to three years to each covered family member who elects to continue medical coverage under COBRA.

If no person qualifies for this benefit or the covered dependents do not elect to continue coverage under COBRA, a minimum of \$500 will be paid.

## **Common Disaster Benefit**

The AD&D plan will increase your covered spouse's benefit to equal your coverage amount or \$150,000, whichever is less, if you both die as a result of a covered injury received in the same accident within 90-days of the accident.

## **Beneficiary Resource Services**

The AD&D plan provides grief, financial and legal counseling for you or your beneficiary in the event of a death covered by the plan. This includes access to a 24-hour, 365-days-a-year 800 number that is answered by a counselor who will assess the caller's needs and coordinate referrals with trained professionals. The service includes five face-to-face working sessions with a grief counselor, financial planner and/or legal advisor. Benefits are available for up to one year from the date of the initial contact.

## **When Benefits are Not Paid**

Benefits will not be paid if a loss directly or indirectly results in any way from or is contributed to by:

- suicide or attempted suicide, whether sane or insane; or
- intentionally self-inflicted injury or
- alcohol, drugs, poisons, gases or alcohol, drugs, poisons, gases or fumes, voluntarily taken, administered, absorbed, inhaled, ingested or injected; or
- bacterial infection, other than infection occurring simultaneously with, and as a result of, the accidental injury; or
- travel in or flight in or on any vehicle used for aerial navigation including getting in, out, on, or off such vehicle, if the insured is:
  - riding as a passenger in any air- craft not intended or licensed for the transportation of passengers; or
  - acting as a pilot or crew member of any aircraft, unless the employee is a System pilot operating a System-owned or System-leased aircraft or the employee is required by his/her System job to pilot, serve as a crew member on, or be a passenger on such an aircraft and the accident occurs while the employee is performing his/her job; or
  - riding as a passenger in a non-chartered aircraft which is owned, leased, operated, or controlled by the eligible employee's employer; or
  - a student taking a flying lesson, unless riding as a passenger; or
  - hang gliding; or
  - parachuting; except when the insured has to make a parachute jump for self-preservation;
- any attempt at self-inflicted injury, whether sane or insane; or
- the insured's participation in or attempt to commit a crime, as- sault, felony; or
- bodily or mental infirmity, illness or disease; or
- medical or surgical treatment including diagnostic procedures; or
- war or any act of war, whether declared or undeclared; or

- riot or civil insurrection; or
- service in the military of any nation.

The above limitations do not apply to the beneficiary resource services.

# Applying for Benefits

You or your beneficiary must apply for AD&D benefits. If the claim is denied, you or your beneficiary may follow a review process.

If you have a claim for benefits, you should contact your Human Resources (HR) office within 20 days or as soon as reasonably possible after the accident. That office will give you the forms you need to apply for AD&D benefits.

You must submit a written claim to The Hartford within 91 days after the accident. The Hartford has the right to have you or a covered family member examined by a doctor of its choice as often as necessary while a claim for dismemberment is pending. The Hartford can also require an autopsy if death benefits are claimed. The Hartford will pay the cost of any examination or autopsy it requires.

Your A&M System Human Resources Office completes the Employer Statement and the beneficiary completes the Beneficiary Statement.

The System Benefits Office will submit the claim forms along with a copy of the Beneficiary Designation Form, Death Certificate, and enrollment documentation for current year plus two previous years.

Disagreements about benefits are rare, but should you and The Hartford disagree about your eligibility for or the amount of your benefit, you may follow a review process.

## How to Appeal a Claim

In denying this claim, Our Company reserves all rights and defenses available to us under the terms of policy ADD-509128.

You are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim. If you do not agree with our denial, in whole or in part, and you wish to appeal our decision, you or your authorized representative must write to us within sixty (60) days of receipt of this letter. Please include your printed or typed full name, Policyholder, and at least the last four digits of the insured's Social Security Number with your appeal letter (i.e. xxx-xx-1234). Along with your appeal letter, you may submit written comments, documents, records and other information related to your claim. Upon completion of that review we will advise you of our further determination.

Please send your appeal letter to:

Claim Appeal Unit  
Hartford Life Insurance Company  
PO Box 14087  
Lexington, KY 40512-4087

## Claim Payments

All benefits for your dismemberment or the death or dismemberment of a covered family member will be paid to you. Should you die as a result of a covered accident, your benefits will be paid to your named beneficiary.

If you have not named a beneficiary or all beneficiaries died before or at the same time as you, payment will be made to your spouse, children, parents, brothers and sisters or estate.

Any benefits payable to a minor will be paid to the legally appointed guardian or to another adult who has assumed the custody and principal support of the minor.

Benefits are normally paid directly to the beneficiary in a lump sum via a check or direct deposit into the beneficiary's checking or savings account.

# When Coverage Ends

Coverage normally ends on the last day of the month in which your employment ends. In some cases, coverage may be extended.

As long as the plan remains in effect, you may be covered by the plan if you continue to meet the eligibility requirements. Your coverage will generally end on the earliest of the following dates:

- the day the policy is cancelled,
- the end of the last month for which you paid the required premium,
- the last day of the plan year if you drop coverage during Open Enrollment,
- the last day of the month after you ask that your coverage be dropped,
- the last day of the month in which your employment ends or you become ineligible for coverage, or
- the day the A&M System stops participating in the plan.

Coverage for your family members ends on the earliest of the following dates:

- the date your coverage ends,
- the end of the last month for which you paid the required family premium,
- the last day of the plan year if you drop all coverage or family coverage during Open Enrollment,
- the last day of the month after you ask that your family coverage be dropped,
- the last day of the month in which the dependent stops meeting the definition of an eligible dependent, or

- the day the A&M System stops offering family AD&D coverage.

## Extension of Benefits

If you have a covered loss resulting from an accident that occurs within 31 days after your coverage ends, that loss will be covered. The plan will pay the benefit based on your coverage amount or \$100,000, whichever is less.

During this 31 days, your spouse will be covered for 50% of your coverage amount and each covered child will be covered for 5% of your coverage amount. This means the maximum benefit payable for a spouse is \$50,000 and for a child is \$5,000. If you die as a result of a covered accident while you have family coverage, coverage for your dependents will continue at no cost for 12 months from the date of your death.

## Portability

When your AD&D coverage ends, you may port your coverage if you are younger than 70. However, portability is not available if your coverage ended because you did not pay the premium or because the policy or coverage for your class of employees was cancelled.

You may also port the coverage of your covered family members if you port your own coverage. However, a child whose coverage ends at age 26 is not eligible for portability.

You or a covered family member must apply for portability of coverage within 31 days of the date your coverage under the policy ends.

# Administrative Information

## Plan Name

The official name of this plan is The Texas A&M University System Accidental Death and Dismemberment Program.

## Plan Sponsor

Director of Benefits Administration  
The Texas A&M University System  
Moore/Connally Building  
301 Tarrow Dr., 5th Floor  
College Station, TX 77840  
1 (979) 458-6330

## Plan Administrator

The plan administrator is the Director of Benefits Administration. Contact at the address shown for the Plan Sponsor.

## Type of Plan

The AD&D plan is a group welfare plan providing life and dismemberment benefits. It is an insured plan funded through employee and, in some cases, employer contributions.

## Insurance Carrier and Claims Administrator

AD&D plan benefits are insured through a policy with The Hartford. Claims are also administered by The Hartford:

The AD&D policy and Pre-tax Premium legal documents govern all plan benefits. You may examine a copy of these documents or obtain a copy for a copying fee by contacting the Plan Sponsor.

## Questions and Complaints

If you have a question or a complaint, call or write to The Hartford. If your problem is not resolved, write to:

Texas Department of Insurance  
P.O. Box 149104  
Austin, TX  
78714-9104  
FAX: 1 (512) 475-1771

## Policy Number

ADD-509128

## Plan Year

Plan records are kept on a plan-year basis. The plan year begins each September 1 and runs through the next August 31.

## Employee Identification Number

74-2648747

## **Agent for Service of Legal Process**

Plan Administrator

## **Future of the Plan**

While The Texas A&M University System intends to continue these plans indefinitely, it may change, suspend or end the plans at any time for any reason.

System Benefits Administration  
Moore/Connally Building  
The Texas A&M University System  
301 Tarrow Dr., 5th Floor  
College Station, TX 77840