**VOLUNTARY** 

**GROUP** 

**ACCIDENT** 

**INSURANCE** 

**PROGRAM** 

FOR EMPLOYEES OF

The City of Seattle

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Statistics show that accidental bodily injuries are the fifth greatest cause of death in the United States and a leading killer of Americans under age 40\*. Accidents strike suddenly – without warning – often at a time when family debts are high and savings low. Few families are prepared financially for the sudden hardship brought about by accidental death. Nor are many of us prepared for a new way of life when an accident results in loss of sight, limb or paralysis. You may wish to consider purchasing supplemental Accidental Death & Dismemberment coverage for yourself and your family's security.

\*Source: Injury Facts, 1999 (formerly Accident Facts).

# WHO IS ELIGIBLE FOR COVERAGE

You are eligible if you are a regular full-time or part-time employee working at least 80 hours per month on a regular schedule and in a job class eligible for employee benefits. Your spouse or domestic partner named on the Affidavit of Marriage/Domestic Partnership on file with the City under age 70 and unmarried dependent children under age 19 are also eligible if you elect family coverage. Unmarried children who are full-time students and primarily dependent on you for support are eligible to age 23. Employees hired for a seasonal or temporary job are not eligible. If you are an employee of the Seattle Public Library, your eligibility may differ. Please contact your Department Human Resources or Payroll Representative.

# WHEN YOUR COVERAGE IS EFFECTIVE

Your coverage starts on the first day of the month following the month you become eligible, if you enroll within 31 days after you are eligible and premiums are paid. You must complete an enrollment form in ink and return it to your Department Human Resources or Payroll Representative. If you do not enroll when first eligible, you may only enroll during open enrollment periods, and your coverage will take effect on the date specified for open enrollment changes.

## WHEN COVERAGE FOR YOUR DEPENDENTS IS EFFECTIVE

If you elect Family coverage, your dependents' coverage will begin on your effective date. Additional dependents become covered on the date they become your dependents if you have enrolled for Family Coverage on or before the date the dependents were acquired. If you apply for Family Coverage within 31 days of a change in family status, coverage begins the first of the month following the date the enrollment form is received and premium is paid (or concurrent if application is made and premium paid on the first of the month). Coverage for dependents enrolled during open enrollment will become effective on the date specified for open enrollment changes. You must be covered in order for your dependents to be covered.

## WHEN COVERAGE ENDS

Your insurance will terminate when the policy terminates or the premium due date on or next following the date you are no longer an eligible employee or you fail to pay your premium, whichever is earlier. Your dependents' insurance terminates when your insurance does or on the date the dependent no longer meets the eligible dependent definition.

## **CHANGING COVERAGE**

During an open enrollment period, complete a new enrollment form if you want to change your Principal Sum or add or drop Family Coverage. The change will become effective on the date specified for open enrollment changes, provided you pay the required premium.

# CONTINUATION OF COVERAGE FOR A MENTALLY OR PHYSICALLY HANDICAPPED CHILD

If a child has reached the age at which he or she would otherwise cease to be insured but is mentally or physically incapable of earning a living and is primarily dependent upon you for support, coverage may continue while the child remains incapacitated. You must continue to pay the premium. Notice of incapacity must be given within 31 days of the date coverage would terminate.

#### PRINCIPAL SUM OPTIONS

You may select principal sums from \$25,000 to \$500,000 in \$25,000 increments.

# DESCRIPTION OF COVERAGE

This coverage provides 24-hour, 365 days a year coverage against any type of accident in the course of business or pleasure. Included are accidents whether on or off the job, occurring in or away from the home, traveling by train, airplane, automobile or other public conveyance (except as noted in "Exclusions" below). The benefits provided under this plan are payable in addition to any other individual or group insurance which may be in effect at the time of the accident. There are no geographical limits; it is worldwide protection.

## **EXCLUSIONS**

Loss caused by any of the following events is not covered:

- Intentionally self-inflicted injury, suicide or attempted suicide, whether sane or insane:
- War or act of war, whether war is declared or undeclared;
- Injury sustained while full-time in the armed forces of any country or international authority.
- Injury sustained while riding on any aircraft, except a civil or public aircraft, or military transport aircraft.
- Injury sustained while riding on any aircraft as a pilot, crewmember, or student pilot, flight instructor or examiner.
- Injury sustained while riding on any aircraft owned, operated or leased by or on behalf of the policyholder, or any employer or organization whose eligible persons are covered under the policy.

# **DESCRIPTION OF BENEFITS**

The amount of insurance you purchase is called the Principal Sum.

If any of the following losses result from an injury sustained in an accident, and the loss occurs within 365 days after that accident, this plan will pay:

LOSS	AMOUNT
Life	Principal Sum
Both Hands or Both Feet or	
Sight of Both Eyes	Principal Sum
One Hand and One Foot	Principal Sum
Either Hand or Foot and Sight of	
One Eye	Principal Sum
Speech and Hearing	Principal Sum
Movement of Both Upper and	
Lower Limbs (Quadriplegia)	Principal Sum
Movement of Both Lower Limbs	
(Paraplegia)	Three-Quarters of Principal Sum
Movement of both Upper and	
Lower Limbs of One Side of the	
Body (Hemiplegia)	One-Half of Principal Sum
Either Hand or Foot	One-Half of Principal Sum
Sight of One Eye	One-Half of Principal Sum
Speech or Hearing	One-Half of Principal Sum
Thumb and Index Finger of Either	<del>-</del>
Hand	One-Quarter of Principal Sum

The total amount payable for any one person for all losses due to the same accident will not be more than the Principal Sum.

**Loss** means, with regard to hands and feet, actual severance through or above wrist or ankle joints; with regard to sight, speech or hearing, entire and irrecoverable loss thereof; thumb and index finger, actual severance through or above the metacarpophalangeal joints; movement of limbs, complete and irreversible paralysis of such limbs.

*Injury* means a bodily injury resulting directly from an accident and independent of all other causes. Loss resulting from sickness or disease, or medical or surgical treatment of a sickness or disease, except pus-forming infection which occurs though an accidental wound, is not covered. The accident must occur while you are covered under the policy.

## **EXPOSURE**

Exposure to the elements will be presumed to be an injury if (1) it results from the forced landing, stranding, sinking or wrecking of a conveyance in which the covered person was an occupant at the time of the accident; and (2) the policy would have covered the injury resulting from the accident.

#### **DISAPPEARANCE**

A loss of life will be presumed to have occurred if (1) a body has not been found within one year after the disappearance of a conveyance in which the person was an occupant at the time of its disappearance; (2) the disappearance of a conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and (3) the policy would have covered the injury resulting from the accident.

#### SAFE HAVEN PROVISION

With Safe Haven, insurance proceeds are deposited into an interest bearing checking account rather than issued through a lump-sum check. The beneficiary receives a checkbook to access funds in his or her account. As a result, beneficiaries don't need to worry about making immediate financial decisions on the disposition of their insurance proceeds.

Some important advantages include:

- No cost to policyholders or beneficiaries;
- Checkbook is mailed to beneficiary or claimant within 2 business days of settlement;
- Proceeds are guaranteed by Hartford Life;
- Easy access to funds when they are needed;
- Free check writing services;
- Lump-sum option available;
- Account activity summarized in monthly statements; and
- An available toll-free number for account inquiries.

#### TRAVEL ASSISTANCE

When you're traveling, the unexpected can occur. Emergencies do happen. Help is now only a phone call away with Worldwide Assistance Services, Inc. (WA) - a 24 hour toll free emergency service that can help you access emergency assistance while you're traveling 100 miles or more from your home.

Under Worldwide Assistance Services, you can receive three kinds of services - Emergency Medical Assistance, Emergency Personal Services, and Pre-Trip Information.

Emergency Medical Assistance includes:

Medical Evacuation/Return Home - If medically necessary, transportation home or to another medical facility, WA will arrange and pay up to \$100,000.00.

Return of Mortal Remains - In the event an employee dies while traveling, WA will arrange and pay to have the remains returned.

For more information regarding Travel Assistance, please contact your Department Human Resources.

#### FAMILY COVERAGE

The amount of Principal Sum for each Covered Dependent is determined below as a percent of your Principal Sum.

You with:*	Spouse	Each Child
Spouse Only	60%	0%
Spouse & Children	50%	15%
Children Only	0%	20%

<sup>\*</sup>As determined on the date of accident.

# DEPENDENT CHILD DISMEMBERMENT BENEFIT

If you select the family plan and a covered child's injury results in any of the losses under the Accidental Death and Dismemberment Benefit other than Loss of Life, the amount payable for that Loss will be doubled.

#### STUDENT EDUCATION BENEFIT

If your children are covered under the Family Plan and you die as a result of a covered injury for which benefits are payable, the plan will pay an Education Benefit to each of your eligible dependent children who qualifies. The Education Benefit will be the lesser of 5% of your Principal Sum or the maximum amount of \$10,000.00.

To receive this benefit, a student must show proof that on the date of your death he or she was a covered dependent and:

- a full-time post-high school student in a school for higher learning; or
- a student in 12th grade and becomes a full-time post-high school student in a school for higher learning within 365 days.

This benefit is payable every year in which an eligible dependent child meets the above definition for up to 4 consecutive years, provided the dependent child submits proof of his or her student status each year.

If an Education Benefit would be payable, but no person qualifies as a student, the plan will pay \$2,500.00 to your beneficiary.

#### SPOUSE OR DOMESTIC PARTNER EDUCATION BENEFIT

If your spouse or domestic partner is covered under the Family Plan and you die as a result of a covered injury for which benefits are payable, the plan will pay your spouse or domestic partner an Education Benefit. The benefit will be the lesser of:

- 5% of your Principal Sum; *or*
- the Expense Incurred for Occupational Training; or
- the maximum amount of \$10,000.00.

To qualify for this benefit, your spouse must enroll in a Occupational Training Program for the purpose of earning an independent income. Enrollment must take place within one year of your death, and expenses must be incurred within two years of your death.

If the Principal Sum is payable because of your death, and no covered spouse survives, the plan will pay \$2,500.00 to your beneficiary.

**Expense Incurred** means actual tuition charged and cost of materials required for the Occupational Training Program. It does not include room and board.

**Occupational Training Program** means any educational, professional, or trade training which prepares your spouse for an occupation for which he or she would not otherwise be qualified.

## **DAY CARE BENEFIT**

If your dependent children are covered under the Family Plan and you die as a result of a covered injury for which benefits are payable, the plan will pay a Day Care Benefit on behalf of each eligible dependent child who qualifies. The Day Care Benefit will be the lesser of 5% of your Principal Sum or the maximum of \$10,000.00.

To receive this benefit, an eligible dependent child must be under age 7 on the date of your death and:

- be enrolled in a licensed Day Care Program; or
- will be attending such a program within 365 days of the date of your death.

This benefit is payable every year for up to four consecutive years, provided the dependent child continues to be enrolled in a licensed Day Care and is under age 7.

If a Day Care Benefit would be payable, but no person qualifies as an eligible dependent, the plan will pay \$2,500.00 to your beneficiary.

## **COMMON DISASTER BENEFIT**

If you and your spouse or domestic partner are covered under the Family Plan and die as a result of injuries received in the same accident or in separate accidents which occur within 24 hours of each other, and a Principal Sum is payable under the Accidental Death and Dismemberment Benefit for each death, the benefit for your spouse or domestic partner will be increased to equal your Principal Sum to a maximum combined benefit of \$1,000,000.00.

## EXTENDED DEPENDENTS' COVERAGE

If you select Family Coverage and the Principal Sum is payable because of your death, dependent coverage will continue with no premium charge until the first of the following dates:

- the date your spouse remarries;
- the date he or she ceases to qualify as an eligible dependent;
- 12 months from the date of your death; or
- the date the policy terminates.

#### ADAPTIVE HOME AND VEHICLE BENEFIT

If you or your covered dependents suffer a loss other than loss of life and a benefit is payable under the Accidental Death and Dismemberment Benefit, the plan will pay the lesser of:

- 5% of your Principal Sum; or
- the actual costs; or
- the maximum of \$10,000.00

for the one-time cost of alterations incurred within two years from the date of the accident to your or your covered dependent's:

- principal residence; and/or
- Private Automobile:

to make the residence accessible for or the private automobile drivable by you or your covered dependents.

This benefit will be payable only if:

- such home alterations are made by a person or persons with experience in such alterations and recommended by a recognized organization associated with the injury;
- such vehicle modifications are carried out by a person or persons with experience in such matters and approved by the Motor Vehicle Department.

*Private Automobile* means a four wheeled: private passenger car, station wagon, pick-up truck, van or jeep-type automobile which is not being used as a Common Carrier.

**Common Carrier** means a conveyance operated by a concern, other than the Policyholder, organized and licensed for the transportation of passengers for hire and operated by an employee of that concern.

# **ANTI-INFLATION BENEFIT**

If a Principal Sum is payable for your injury, the plan will also pay an inflation adjustment in addition to the Principal Sum. This benefit is determined by multiplying your Principal Sum by 2% for every year of continuous coverage you have under the policy to a maximum of 5 years and subject to a maximum increase of 10%.

#### **COMA BENEFIT**

If you or your covered dependents become comatose within 31 days of a covered injury and remain continuously comatose for at least 30 days, the plan will pay 1% of the Coma Maximum Benefit Amount for each month after the waiting period that you or your covered dependent remains in a coma.

Coma Maximum Benefit Amount equals the Principal Sum less all other payments under the policy for the injury.

**Coma** means complete and continuous unconsciousness and inability to respond to external or internal stimuli.

# CONTINUATION OF MEDICAL COVERAGE BENEFIT

If you select family coverage and the Principal Sum is payable because of your death, your dependents will receive a benefit amount if they choose to continue their medical coverage as provided under the COBRA Act of 1988.

This benefit will be paid in three equal annual amounts equal to 5% of your Principal Sum, or \$10,000.00, whichever is less. The benefit will be paid to your dependents' insurance carrier on the date the bill is received for such continuation of coverage and proof of the continuation is provided.

If no one qualifies as an eligible dependent, or if your covered dependents choose not to continue their medical coverage under COBRA, \$5,000.00 will be paid to your beneficiary.

# **SEAT BELT BENEFIT**

If you or your covered dependents suffer a loss payable under the Accidental Death and Dismemberment Benefit, the plan will pay an additional benefit of 10% of the Principal Sum payable, to a maximum amount of \$50,000.00 if injury occurred:

- while a passenger in or the licensed operator of a registered automobile; and
- while wearing a Seat Belt, as verified in the police accident report.

This benefit does not cover loss if you or your covered dependents are operating the automobile under the influence of any intoxicant, hallucinogen, or any narcotic or other drug, or similar substance as verified in the police accident report.

*Automobile* means a four-wheeled, private passenger car, station wagon, van or jeep-type vehicle which is not being used as a Common Carrier.

**Common Carrier** means a vehicle operated by a business organized and licensed to transport passengers for hire, operated by an employee of the business. The policyholder's business does not qualify as a common carrier.

**Seat Belt** means a belt, lap restraint, or shoulder restraint installed by the manufacturer of the Automobile and a child's car seat properly placed in the Automobile.

## THERAPEUTIC COUNSELING BENEFIT

If you or your covered dependents suffer a loss other than loss of life and a benefit is payable under the Accidental Death and Dismemberment Benefit and within 90 days you or your covered dependents require Therapeutic Counseling due to the loss, the plan will pay the lesser of:

- the Reasonable Expenses incurred for Therapeutic Counseling which are in excess of any other Plan, *or*
- 5% of your or your covered dependent's Principal Sum, or
- the maximum of \$10,000.00.

The Therapeutic Counseling services must be incurred within one year from the date of the loss.

**Therapeutic Counseling** means treatment or counseling provided by a licensed therapist or counselor requested or certified to provide psychological treatment or counseling.

**Reasonable Expenses** means fees and prices which do not exceed those generally charged for similar Therapeutic Counseling in the local area where you received them.

**Plan** means group, blanket or franchise health insurance; group hospital, medical service or pre-payment plan; labor-management trustee, union welfare, employer organization or employee benefit organization plan; governmental program or coverage required or provided by any statute except Medicare; automobile insurance medical payments benefit or automobile reparations insurance (no fault); Workers' Compensation or similar law.

#### **CONVERSION PRIVILEGE BENEFIT**

If your coverage terminates because you are no longer eligible, you may convert to a policy from Hartford Life, and no evidence of insurability is required. You may only convert coverage if the policy is in force and you have paid the required premium. You must request conversion in writing to Hartford Life and pay the initial premium within 31 days of the date this coverage terminates. Dependent coverage can be converted if your dependents were covered under this policy on the date your coverage terminated. Coverage for dependent children can only be converted if you die. If you are under age 70, you may convert the amount of your Principal Sum under the policy on the date of conversion, rounded to the nearest \$1,000, subject to a minimum of \$25,000 and a maximum of \$250,000. If you are age 70 or older, but less than age 75, you may convert \$25,000. If you are age 75 or older, you may convert \$12,500.

# REDUCTION DUE TO AGE

Your Principal Sum automatically reduces on the premium due date on or next following the date you attain the age indicated below.

<b>Insured Person's Age</b>	Percentage of Principal Sum
Age 70 - 74	65%
Age 75 - 79	45%
Age 80 - 84	30%
Age 85 or over	15%

The premium will be based on the Principal Sum prior to reductions due to age.

#### YOUR BENEFICIARY

Benefits for loss of your life will be paid to the beneficiary you have designated on your enrollment form. If you have not designated a beneficiary, the life benefit will be paid to your estate. Benefits for loss other than life will be paid to you. All dependent benefits are payable to you. You may change your beneficiary at any time by completing a new enrollment form and submitting it to your Department Human Resources or Payroll Representative. If you are not living at the time of payment, the benefit will be paid to your beneficiary, if living, otherwise to your estate.

## UNPAID LEAVE OR LAYOFF

Employees who are on unpaid leave of absence for more than 12 months or are laid off may not continue their coverage while absent. Employees on unpaid leave of absences for up to 12 months can self-pay the premium provided medical, dental and vision coverages are maintained.

#### SUBMISSION OF CLAIMS

In the event of a claim, you may obtain a form from your Department Human Resources or Payroll Representative. Written notice of a claim must be given to Hartford Life and Accident Insurance Company within 20 days after the loss occurs. If it is not possible to give written notice within 20 days, notice must be given as soon as reasonably possible. When Hartford Life and Accident Insurance Company receives a notice of claim, forms will be sent to the claimant for providing Hartford Life and Accident Insurance Company proof of loss. The forms will be sent within 15 days after receiving notice of claim. If Hartford Life and Accident Insurance Company does not send the forms within 15 days, the claimant will satisfy the proof of loss requirement if a written notice of the occurrence, character and nature of the loss is sent to Hartford Life and Accident Insurance Company.

# **PROOF OF LOSS**

Proof of Loss must be sent to Hartford Life and Accident Insurance Company in writing within 90 days after the date of loss. If proof is not given by the time it is due, it will not affect the claim if:

- it was not possible to give proof with the required time; and
- proof is given as soon as reasonably possible, but no later than a year after it is due, unless the claimant is not legally capable.

Hartford Life and Accident Insurance Company reserves the right to examine any claimant, and require an autopsy, if not forbidden by law.

Such examinations made will be at the expense of Hartford Life and Accident Insurance Company. Legal action cannot be taken against Hartford Life and Accident Insurance Company sooner than 60 days after due proof of loss has been furnished; or after 3 years from the time written proof of loss is required to be furnished.

# DISCLAIMER STATEMENT

This brochure explains the general purposes of the insurance described, but in no way changes or affects the insurance afforded under the group insurance policy actually issued. All coverage is subject to actual policy conditions and exclusions.

Arranged By: Aon Consulting, Inc. 1200 6<sup>th</sup> Ave., Suite 2000

Seattle, WA 98101

**Underwritten By: Hartford Life and Accident Insurance Company** 

Hartford, CT 06115

**Brochure Form Number: SRH-3398-XA** 



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