

## ***Accidental Death and Dismemberment Insurance***

This subsection summarizes the group Optional Accidental Death and Dismemberment insurance plan available through PEBB. It is a summary only. For full details, see the Certificate of Insurance on the PEBB Web site. The controlling provisions of the plan are in the group policy issued by Standard Insurance Company. The information presented in this summary and in the Certificate of Insurance in no way modifies that group policy or the insurance coverage.

### **Eligibility for Coverage**

To be eligible for Optional Accidental Death and Dismemberment (AD&D) insurance, you must be an active employee of the State of Oregon who is regularly scheduled to work and who meets the terms of eligibility outlined in the PEBB Administrative Rules.

Dependents eligible for coverage are:

- Spouse: A person to whom you are legally married.
- Domestic Partner: A domestic partner who meets the eligibility requirements outlined in the PEBB Administrative Rules.
- Child: Your child or your spouse's or domestic partner's child who meets the eligibility requirements outlined in the PEBB Administrative Rules.

Employees and dependents who are full-time members of the armed forces of any country are not eligible for coverage.

### **Amounts of Optional AD&D Insurance**

#### **Optional AD&D Insurance for you:**

You may apply for any multiple of \$50,000 up to \$500,000.

#### **Optional AD&D Insurance for your Spouse or Domestic Partner and Children:**

If you elect employee and dependent coverage, the AD&D insurance amounts for each of your dependents is equal to a percentage of your AD&D insurance amount, determined as follows:

- If on the date your spouse or domestic partner dies or suffers a loss you do not have any eligible children, your spouse's or domestic partner's AD&D insurance amount is 50 percent of your AD&D insurance amount.
- If on the date your spouse or domestic partner dies or suffers a loss and you have both a spouse or domestic partner and eligible children, your spouse' or domestic partner's AD&D insurance amount is 40 percent of your AD&D insurance amount.
- If your eligible child dies or suffers a loss, the child's AD&D insurance amount is 15 percent of your AD&D insurance amount.

### **Covered Losses**

With Optional AD&D insurance, benefits are payable in the event of an employee's or insured dependent's death or covered loss resulting from an accident. The amount payable is a percentage of the AD&D insurance amount in effect for the person who suffers the loss on the date of the accident, as shown below:

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Loss:	Percentage Payable:
Life.....	100%
One hand or one foot .....	50%
Sight in one eye, speech or hearing in both ears.....	50%
Two or more of the losses listed above .....	100%
Thumb and index finger on the same hand.....	25%
Quadriplegia.....	100%
Hemiplegia.....	50%
Paraplegia.....	50%

The loss must occur due to an accident (or accidental exposure to the natural elements), independently of all other causes, and within 365 days after the accident.

If you or your dependent disappears in an accident that could have caused loss of life and is not located within one year despite reasonable search efforts, death will be presumed.

**Additional Benefits**

The AD&D coverage includes the following additional benefits when an AD&D insurance benefit is payable:

- **Seat Belt Benefit.** The Seat Belt Benefit is included if you are enrolled for Optional Life insurance under group policy 606814-B. This provision provides an additional benefit in the event you die as a result of an automobile accident and you were properly wearing and using a seat belt. The amount of the Seat Belt Benefit is the least of (a) the amount of your Optional Life insurance, (b) the amount of your Optional AD&D insurance, and (c) \$50,000.
- **Higher Education Benefit.** If you have employee and dependent AD&D coverage and die in a covered accident, any of your eligible children who are registered and in full-time attendance at an accredited institution of higher education may be paid an annual benefit for up to four years. The annual benefit is the lesser of 5 percent of your AD&D insurance amount or \$5,000. If there is no child eligible for the benefit, \$1,500 will be paid to your beneficiary.
- **Career Adjustment Benefit.** If you have employee and dependent AD&D coverage and die in a covered accident, your spouse or domestic partner will be paid an amount equal to the lesser of 5 percent of your AD&D insurance amount or \$5,000. If there is no spouse or domestic partner, no benefit will be paid.
- **Occupational Assault Benefit.** The Occupational Assault Benefit pays an additional benefit if you suffer death or dismemberment as a result of an act of workplace physical violence that is punishable by law. The amount of the Occupational Assault Benefit is the lesser of 50 percent of the AD&D insurance benefit payable for the loss or \$25,000.
- **Public Transportation Benefit.** The Public Transportation provision pays an additional benefit in the event of your death or a covered dependent's death resulting from an accident that occurs while riding as a fare-paying passenger on public transportation. The amount of the Public Transportation Benefit is 200 percent of the amount in effect with a maximum of \$300,000.
- **Line of Duty Benefit.** The Line of Duty Benefit pays an additional benefit for public safety officers who suffer death or dismemberment in an accident while acting in the line of duty. The amount of the Line of Duty Benefit is the lesser of the AD&D insurance benefit payable for the loss or \$50,000.

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## **Effective Date of Coverage**

### **Coverage for Employee and Dependents**

Your AD&D Insurance becomes effective on the first day of the calendar month following the date you enroll, provided you apply within 60 days after becoming an eligible employee. If you wish to enroll for employee and dependent coverage, you must apply within 60 days after becoming an eligible employee with eligible dependents.

If you do not enroll within 60 days after becoming eligible, you may enroll only during the annual open enrollment period or within 60 days following a qualified status change, as determined by your employer. The effective date of coverage for which you enroll during the annual open enrollment period is the following January 1. The effective date of coverage for which you enroll following a qualified status change is the first day of the calendar month following the date you enroll.

You pay the entire cost of coverage. While employee and dependent coverage is in effect, each new dependent becomes insured automatically.

### **Actively at Work Requirement**

You must meet the Actively at Work Requirement for any coverage or increase in coverage to become effective. If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase will not become effective until the day after you complete one full day of Active Work as an eligible Member. Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business.

You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day;
2. You were Actively At Work on your last scheduled work day before the date of your absence; and
3. You were capable of Active

### **Designating a Beneficiary**

When you enroll for coverage, you should name a beneficiary or beneficiaries to receive death benefits. You may do this online or by completing the appropriate form. Your designation must be dated and delivered to your employer during your lifetime. If you name more than one beneficiary, they will share equally unless you specify otherwise. You may change beneficiaries at any time without the consent of the beneficiary.

If you don't name a beneficiary or your named beneficiary dies before you, death benefits will be paid in equal shares to the first surviving of the following: your spouse; your children; your parents; your estate.

Benefits payable for losses other than loss of life are paid to the person suffering the loss. You are the beneficiary of benefits paid due to the death of your spouse, domestic partner or child.

### **Payment of Benefits**

For amounts less than \$25,000, The Standard issues a check to the claimant. The Standard pays amounts of \$25,000 or more to the claimant by depositing funds into Standard Secure Access — a no fee, interest-bearing draft account. The claimant receives a personalized checkbook and has complete control of the account. Claimants can write checks as needed or for the full amount. This arrangement allows claimants to earn interest on the benefit while they consider financial decisions.

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## **Exclusions**

AD&D insurance benefits are not payable for death or dismemberment caused or contributed to by:

- War or act of war, declared or undeclared, whether civil or international, and any substantial armed conflict between organized forces of a military nature
- Suicide or other intentionally self-inflicted injury while sane or insane
- Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot (except while performing official duties)
- Voluntary use or consumption of any poison, chemical compound or drug, unless used or consumed according to the directions of a physician
- Sickness or pregnancy existing at the time of the accident
- Heart attack or stroke
- Medical or surgical treatment for any of the above
- Travel or flight in or descent from any kind of aircraft, as a pilot or crew member, except in employer owned, leased or operated aircraft while on state business

## **When Coverage Ends**

AD&D insurance ends automatically on the earliest of the following:

- The date the last period ends for which a premium was paid for coverage.
- The date you cease to meet the terms of eligibility outlined in the PEBB Administrative Rules.
- The date you become a full-time member of the armed forces.
- The date the group policy terminates.

AD&D insurance for your spouse or domestic partner and children ends automatically on the earliest of the following:

- The date the last period ends for which a premium was paid for the coverage.
- The date your AD&D insurance ends.
- The last day of the month in which a dependent loses eligibility under the PEBB plans.
- For a child who is disabled, 90 days after we mail you a request for proof of disability, if proof is not given.

## **Claims**

A person wishing to make a claim must, at the claimant's expense, submit to The Standard proof that a death or other loss occurred, and any other information The Standard may reasonably require in support of the claim. The Standard may have you or your dependents examined by a specialist of The Standard's choice at reasonable intervals. The Standard may have an autopsy performed at The Standard's expense, except where prohibited by law.

The claimant will receive a written decision on the claim within a reasonable time after The Standard receives the claim. If the claimant does not receive a decision from The Standard within 90 days, the claimant can request a review as if the claim had been denied.

If The Standard denies any part of the claim, the claimant will receive a written notice of denial containing the reasons for the decision, reference to the parts of the group policy supporting the decision, a description of any additional information needed to support the claim, and information concerning the claimant's right to a review of the decision.

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If the claimant would like The Standard to conduct a review of the denial, the claimant must request the review in writing within 60 days after receiving notice of the denial. When requesting a review, the claimant may send The Standard written comments or other items to support the claim. The claimant also may review any non-privileged information that relates to the request for review. The Standard will review the claim promptly after receiving the request. They will send the claimant a notice of their final decision within 60 days after receiving the request for review, or within 120 days if special circumstances require an extension. In the notice they will state the reasons for their decision and refer to the relevant parts of the group policy that support their decision.

**Premium Rates**

<b>Accidental Death and Dismemberment Premium Rates</b>		
Amount	Employee	Employee & Dependents
\$50,000	\$1.00	\$1.70
\$100,000	\$2.00	\$3.40
\$150,000	\$3.00	\$5.10
\$200,000	\$4.00	\$6.80
\$250,000	\$5.00	\$8.50
\$300,000	\$6.00	\$10.20
\$350,000	\$7.00	\$11.90
\$400,000	\$8.00	\$13.60
\$450,000	\$9.00	\$15.30
\$500,000	\$10.00	\$17.00