



## **Group Benefits Protection**

**Arizona State University**

Policy No. W-212

Underwritten by: Provident Life & Accident Insurance Company

08-2006



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## CERTIFICATE

### **PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY**

Chattanooga, Tennessee  
(herein called the Provident)

Certifies that it has issued Group Policy No. W-212  
(herein called the Plan) to

### **UNIVERSITY OF ARIZONA** (herein called the Policyholder).

The Plan provides the benefits described on the following pages for certain Employees covered under the Plan. This booklet gives the principal provisions of the Plan. The Plan alone constitutes the entire contract between the Provident and the Policyholder.

Employees become covered under the Plan as provided on a following page. This booklet becomes the Employee's certificate of coverage while covered under the Plan.

The benefits and provisions described on the following pages are subject in all respects to the terms and conditions of the Plan.



President and  
Chief Executive Officer  
Provident Life and Accident  
Insurance Company

**SECTION I - SCHEDULE OF BENEFITS**

**Benefits for Employees**

**Accidental Death and Dismemberment Insurance**

The Principal Sum is payable for loss of life or loss of more than one member. One-half the Principal Sum is payable for loss of one member.

Principal Sum..... \$30,000.00

**Accident and Sickness Disability Benefits**

Benefits begin the 31st day in case of disability due to bodily injuries, sickness, pregnancy or disease, (but not prior to the first day of treatment by a physician). Benefits are payable up to 26 weeks during any one period of disability. Benefits will be payable from the first day if hospitalized as an in-patient for at least 24 hours.

Weekly Benefit

Option A ..... An amount equal to 70% of the Employee's "Base Weekly Earnings", subject to a maximum of \$750.00.

Option B ..... An amount equal to 70% of the Employee's "Base Weekly Earnings", subject to a maximum of \$1,500.00.

Option C ..... An amount equal to 70% of the Employee's "Base Weekly Earnings", subject to a maximum of \$2,000.00.

"Base Weekly Earnings" exclude overtime, bonuses or other special compensation.

Any change in amount of insurance due to a change in earnings will become effective on the date of change in earnings. However, any increase will become effective only if the Employee is Actively at Work, as defined on a following page.

## SECTION I - SCHEDULE OF BENEFITS

### Benefits for Employees

#### Provisions Applicable to All Coverage

Any representations or statements made to the Employee by the Policyholder, its representative or agent, about being covered for benefits under this Plan, which disagree with the provisions of the Plan shall:

- (a) not be considered as representations or statements made by, or on behalf of, the Provident; and
- (b) not bind the Provident for benefits under the Plan.

The Policyholder reserves the right to terminate, suspend, withdraw, amend, or modify the Plan at any time. Any such change or termination in benefits (a) will be based solely on the decision of the Policyholder and (b) may apply to active Employees, future retirees, and current retirees as either separate groups or as one group.

#### Misrepresentations

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false, incomplete, or misleading statement is guilty of insurance fraud. Provident reserves the right to take appropriate action in any instance where insurance fraud is at issue.

## **SECTION II - ELIGIBILITY, EFFECTIVE DATE AND TERMINATION OF COVERAGE**

### **For You**

The effective date of these benefits is October 1, 2006.

You are in an eligible class if you are a benefits eligible employee of Arizona State University. Your eligibility date is the later of your date of hire, if hired into a benefits eligible position, or your benefits eligibility date. You are a benefits eligible employee if you

- (a) work 20 or more hours per week; and
- (c) are in a position that is at least six (6) months or more in duration.

Providing you meet the "Actively at Work" rule, your effective date of coverage is the first day of the calendar month following receipt of your properly completed elections, if enrollment is completed within 31 days of your date of hire or new benefits eligibility date, but not before the date you enter the eligible class.

If you elect or change coverage during an approved annual enrollment, and you meet the "Actively at Work" rule, your coverage will be effective October 1st of that year. An approved annual enrollment is typically held during the months of August and September. You should check with your employer for exact dates.

Providing you meet the "Actively at Work" rule, your effective date for new coverage by this plan if elected during a qualified life status event change will be determined by the rules for each specific event, providing enrollment is elected within 31 days of the qualifying event.

If your coverage ends due to leave of absence, you will be eligible on the first day you return to work and meet the "Actively at Work" rule, providing you are in an eligible class.

Upon return from a layoff or termination to active, eligible employment, your coverage will become effective the first of the month following receipt of your properly completed elections, if the elections are made within 31 days of when you enter the eligible class.

If you are on an approved leave of absence and return to work between the first day and the 15th day of the month, your coverage is reinstated effective the 16th of the month. If you return to work between the 16th day of the month through the end of the month, your coverage is reinstated effective the first of the following month.

## **SECTION II - ELIGIBILITY, EFFECTIVE DATE AND TERMINATION OF COVERAGE**

Continued insurance during vacation and breaks: If you cease to be a Member because of a legislative or school break or vacation in which you are not scheduled to work, although you remain in an active position, your insurance will be continued during that period. Continuation of inactive Employees due to leave of absence is limited to two years.

“Actively at Work” means that you are currently performing the duties of your occupation where you normally work with the Policyholder. If you are absent due to illness or injury, the coverage will not commence until you return to an “Actively at Work” status.

### **If You Do Not Enroll on Time**

You may only apply for or reinstate coverage during an annual enrollment period or a change that is consistent with a qualified life status change.

### **When Coverage Ends**

Your coverage will cease on the sooner of:

- (a) the date the Plan ceases;
- (b) the date the Plan ceases for the class of Employees to which you belong;
- (c) the last day of the calendar month during which you are no longer a member of the eligible class;
- (d) the date ending the period for which your last contribution is made, if you are required to pay a part of the cost of the Plan;
- (e) the last day of the calendar month during which your active employment with the Policyholder ceases, unless you are on an approved leave of absence. (Active employment will not be considered as ceased during any period for which Accident and Sickness Disability Benefits are paid); or
- (f) the date you are retired.

## SECTION III - COVERAGE PROVISIONS

### Accidental Death and Dismemberment Insurance for You

#### Benefit Provision

The Provident will pay a benefit for loss due to accidental injury as shown in the table below. The loss must occur within 90 days after the date of the accident. You must be covered under the Plan on the date of the accident.

The benefit is called the Principal Sum and it is shown in the Schedule of Benefits.

The benefit for loss of life will be paid to your beneficiary. All other benefits will be paid to you.

#### Table of Losses

Loss of Life.....	The Principal Sum
Loss of More Than One Member.....	The Principal Sum
Loss of One Member .....	One-Half The Principal Sum
Maximum - All Losses - Any One Accident .....	The Principal Sum

Loss of a member shall mean the:

- (a) loss of a hand by total severance at or above the wrist;
- (b) loss of a foot by total severance at or above the ankle joint; or
- (c) total loss of the sight of an eye.

#### Beneficiary

You may change your beneficiary at any time by giving notice in writing to the Policyholder. You must file the name or names at the office of the Policyholder. The effective date of the change is the date the request is signed. However, the Provident is not liable for any amount paid before the request is received.

If you name more than one beneficiary, they will share equally unless you state otherwise.

If a beneficiary dies before you, his or her share will be paid equally to the surviving beneficiaries, unless you state otherwise. Any amount for which a beneficiary is not named will be paid to your estate.

## **SECTION III - COVERAGE PROVISIONS**

### **Accidental Death and Dismemberment Insurance for You**

#### **Limitations and Exclusions**

Benefits are not paid for losses caused directly or indirectly, wholly or partly by:

- (a) bodily or mental infirmity;
- (b) ptomaines;
- (c) bacterial infections, except those which occur with and through a cut or wound at the time of the accident;
- (d) any other kind of disease;
- (e) hernia in any form;
- (f) medical or surgical treatment (except surgical treatment required by the accident and performed within 90 days after the accident);
- (g) war or any act of war;
- (h) suicide or self-inflicted injury, whether sane or not; or
- (i) your commission of or attempt to commit an assault or felony.

## **SECTION III - COVERAGE PROVISIONS**

### **Accident and Sickness Disability Benefits for You**

#### **Benefit Provision**

The benefits shown in the Schedule of Benefits will be paid to you if, while covered, you become disabled. You will be considered disabled if you are not able to work at your regular job because of an injury or illness.

#### **Periods of Disability**

Payment of benefits for any one period of disability is limited to the number of weeks shown in the Schedule of Benefits.

Periods of disability due to the same or related causes count as one period unless separated by 6 months' full-time Active Work. If a later period is due to a different cause and starts after you go back to Active Work for a full day, it will be a new period of disability.

#### **Physician**

You must be under the regular care of a legally qualified Physician during the period benefits are payable.

#### **Limitations and Exclusions**

Benefits will not be paid for any disability:

- (a) which starts while you are not working on a regularly scheduled basis due to lay-offs or other reason, except as provided above;
- (b) due to an injury arising from any employment;
- (c) due to illness covered by Workers' Compensation; or
- (d) which began prior to the effective date of your coverage. This also applies to any increase in coverage and pregnancy, but does not apply to Complications of Pregnancy which occur after the effective date of a person's coverage. This exclusion will not apply after the earlier of:
  - (i) the end of any 90-day period, beginning after the disability occurs and ending after a person has been covered under the Plan, during which 1) no diagnosis is made or treatment received; or 2) no Covered Expenses are incurred for care of the disability; or
  - (ii) the date the person has been covered under the Plan for 6 consecutive months.

## **SECTION III - COVERAGE PROVISIONS**

### **Claim Payments**

#### **Provisions Applicable to All Coverage**

##### **Notice of Claim**

Written notice of claim must be given within 20 days after the loss, or as soon as possible. The notice must be given to the Provident, an authorized agent, or the Policyholder, with information identifying you.

##### **Claim Forms**

When a notice of claim is received, the Provident will provide claim forms for the filing of proofs of loss. If such forms are not sent within 15 days, you will have met the proof of loss requirement if you give the Provident a written statement of the nature and extent of the loss within the time fixed in this Plan.

##### **Proofs of Loss**

Written proof must be given to the Provident within 90 days after the date of loss. However, a claim will still be considered if it was not possible to furnish proof within this time and the proof was furnished as soon as possible. Except in the absence of legal capacity, in no event will an expense be considered if proof for that expense is furnished more than 2 years after the date the expense was incurred.

##### **Time of Payment of Claims**

All benefits provided by the Plan will be paid upon receipt of proof of loss.

##### **Payment of Claims**

Any benefits paid for loss of life will be paid to the beneficiary. All other benefits will be paid to you, if living, otherwise to your estate. If your estate will not be probated, the Provident may use its discretion in disbursing benefits which would otherwise be payable to your estate, not to exceed \$2,000.00. The Provident will be discharged to the extent of any such payment made in good faith.

##### **Physical Examination and Autopsy**

The Provident will have the right to examine any person as often as it may require and to perform an autopsy where not forbidden by law. This will be at the expense of the Provident.

## **SECTION III - COVERAGE PROVISIONS**

### **Claim Payments**

#### **Provisions Applicable to All Coverage (Continued)**

##### **Legal Actions**

No action may be brought to recover under the Plan until 60 days after proof of loss has been given. No action can be brought after 3 years from the date written proof of loss was required to be furnished.

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