

# **SUMMARY PLAN DESCRIPTION**

## **DARTMOUTH COLLEGE TRAVEL ACCIDENT PLAN**

**November 2004**

**This booklet is not the Plan document for this Plan, but only a summary of the main provisions concerning eligibility, coverage and benefits under the Plan. Not every limitation or detail of the Plan is included in this booklet. Every attempt has been made to provide concise and accurate information. However, if there is a discrepancy between this booklet and the insurance policy issued to Dartmouth College providing for benefits under the Plan or any Certificate of Coverage issued to a covered Eligible Employee, the policy or Certificate of Coverage shall control.**

**Claims and appeals related to eligibility under the Plan are determined under the Dartmouth College Employee Benefit Plan Claims and Appeal Procedures, which are set forth in a separate booklet, a copy of which is distributed to Eligible Employees.**

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## **INTRODUCTION**

This booklet describes the Dartmouth College Travel Accident Plan, which provides coverage for accidental death or dismemberment while travelling on Dartmouth College business outside of Hanover, NH.

## ELIGIBILITY

### Eligibility and Enrollment – In General

If you are an active regular employee meeting the eligibility requirements specified below, you are automatically covered for benefits under this Plan. No enrollment process is necessary.

### Eligibility Requirements

Eligibility information for different employee groups is as follows:

- **Faculty.** An employee who is classified as Faculty is eligible if he or she is a regular Faculty member regularly scheduled to work half-time or greater and having an appointment for at least nine consecutive months.
- **Exempt Staff.** An employee who is classified as Exempt Staff is eligible if he or she is a regular Exempt Staff (monthly paid) employee regularly scheduled to work half-time or greater for at least nine months each year.
- **Non-Exempt Staff.** An employee who is classified as Non-Exempt Staff is eligible if he or she is a regular Non-Exempt Staff (bi-weekly paid, non-union) employee regularly scheduled to work 20 hours or more per week for at least nine months each year.
- **Union-IATSE and SEIU.** An employee who is a member of Local 919 of the International Alliance of Theatrical Stage Employees or Local 560 of the Service Employees' International Union is eligible if he or she is a regular employee who is a member of IATSE or SEIU and who is regularly scheduled to work 20 hours or more per week for at least nine months each year.

Employee classifications and other questions relating to eligibility are determined by the Plan Administrator using Dartmouth's normal personnel classifications, practices and policies.

### New Hires

If you are a new hire in an Eligible Employee category, you are automatically covered effective as of your date of hire.

If you do not meet the eligibility requirements and subsequently become an Eligible Employee, you are automatically covered as of the effective date of your change of employment classification.

### Dependents

Spouses and dependents are not covered under this Plan, even if traveling with you.

## **Contribution Information**

Dartmouth pays the cost of providing benefits under this Plan.

## **Termination of Coverage**

Your coverage under the Plan will end as of the earliest of:

- The date on which you are no longer entitled to coverage or benefits under the terms of the Plan;
- The date on which you cease to be an Eligible Employee, either by termination of employment with Dartmouth, or by a reduction in regularly scheduled hours resulting in your becoming benefits ineligible, or by reassignment or reclassification to an ineligible position or category.
- The date on which the Plan terminates.

## COVERAGE AND BENEFITS

### DEFINITIONS USED IN THIS SECTION

**NOTE:** Throughout this section of the booklet on coverage and benefits, if you are an Eligible Employee participating in this Plan, you are referred to as an “Insured Person.” Dartmouth College is referred to as the “Policyholder.” “We,” “Us,” “Our” and similar words refer to the insurance company that issued the policy that provides benefits under this Plan.

**Airworthiness Certificate** means the “Standard” Airworthiness Certificate issued by the Federal Aviation Agency of the United States of America or its equivalent issued by the governmental authority having jurisdiction over civil aviation in the country of registry.

**Civilian Aircraft** means a civil or public aircraft having a current and valid Airworthiness Certificate and piloted by a person who has a current and valid medical certificate and pilot certificate with appropriate ratings for the aircraft. A Civilian Aircraft does not include a Policyholder Aircraft.

**Immediate Family Member** means a person who is related to the Insured Person in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).

**Injury** - means bodily injury: (1) which is sustained as a direct result of an unintended, unanticipated accident that occurs while the injured person's coverage under the Policy is in force; (2) is the direct cause, independent of disease or bodily infirmity or any other cause, of a covered loss.

**Insured** means a person: (1) who is an Eligible Employee as described in the Eligibility for Coverage section; (2) for whom premium has been paid; and (3) while covered under the Policy.

**Insured Person** means an Insured.

**Military Air Transport Aircraft** means an aircraft having a current and valid Airworthiness Certificate; piloted by a person who has a current and valid medical certificate and pilot certificate with appropriate ratings for the aircraft; and operated by the United States of America, or by the similar air transport service of any duly constituted governmental authority of any other recognized country.

**Occupational** means while on the Business of the Policyholder.

**Passenger** means a person not performing as a pilot, operator or crew member of a conveyance.

**Physician** means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: 1) the Insured Person; 2) an Immediate Family Member; or 3) retained by the Policyholder.

**Policyholder Aircraft** means any aircraft with a current and valid Airworthiness Certificate and owned, leased or operated by the Policyholder.

**Scheduled Air Carrier** means any air carrier holding a certificate, license or similar authorization for civilian scheduled air transport issued by the country of the aircraft's registry, and which in accordance with that authorization flies, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, but only if the aircraft is then being used for any regular or chartered flight operated by such carrier.

**Sojourn and Personal Deviation, Sojourn or Personal Deviation** means non-business travel or activities undertaken while on the Business of the Policyholder but unrelated to furthering the business of the Policyholder.

**Specialized Aviation Activity** means an aircraft while it is being used for one or more of the following activities:

- acrobatic or stunt flying
- racing
- any endurance tests
- any flight on a rocket-propelled or rocket-launched aircraft
- crop dusting
- crop seeding
- crop spraying
- fire fighting
- exploration
- pipe line inspection
- power line inspection
- any form of hunting
- bird or fowl herding
- aerial photography
- banner towing
- any test or experimental purpose
- any flight which requires a special permit or waiver from the authority having jurisdiction over civil aviation, even though granted.

**Trip** means a trip taken by an Insured Person which begins when the Insured Person leaves his or her residence or place of regular employment for the purpose of going on the trip (whichever occurs last), and is deemed to end when the Insured Person returns from the trip to his or her residence or place of regular employment (whichever occurs first). However, the trip is deemed to exclude any period of time during which the Insured Person is on an authorized leave of absence or vacation or travel to and from the Insured Person's place of regular employment. "Trip" does not include the

Insured Person's trip to a location that extends for more than 90 days. Such a trip will be deemed to change the Insured Person's residence or place of regular employment to the new location.

**While on the Business of the Policyholder** means while on assignment by or at the direction of the Policyholder for the purpose of furthering the business of the Policyholder, but does not include any period of time: (1) while the Insured Person is working at his or her regular place of employment; (2) during the course of everyday travel to and from work; or (3) during an authorized leave of absence or vacation. If an Insured Person's assignment to a location exceeds 90 days, such assignment will be deemed to change the Insured Person's residence and regular place of employment to the new location.

## **DESCRIPTION OF COVERED HAZARDS**

### **First Hazard: Scheduled Airlines and Military Air Transport (Business Only)**

This Hazard applies only with respect to Injury sustained by an Insured Person While on the Business of the Policyholder and:

1. while riding as a Passenger in or on (including getting in or out of, or on or off of):
  - a. any Civilian Aircraft operated by any Scheduled Air Carrier but only if the Civilian Aircraft is then being used for any scheduled flight or any chartered flight operated by such Scheduled Air Carrier; or
  - b. any Military Air Transport Aircraft; or
2. by being struck or run down by any aircraft; or
3. while riding as a Passenger in or on (including getting in or out of, or on or off of) any land or water conveyance licensed for the transportation of Passengers for hire, but only while traveling directly to an airport immediately before departure, or directly from an airport immediately after arrival, of an aircraft that is to be used by, or that was used by, the Insured Person as described in Item (1) above.

Exclusions. Exclusion 2 in the General Exclusions is waived with respect to an Insured Person to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard. It is not waived with respect to such person riding in or on (including getting in or out of, or on or off of) any aircraft other than as expressly described in this Hazard, unless otherwise provided by the Policy. All other exclusions in the General Exclusions apply.

Limits. The maximum amount of benefits payable for the First Hazard is:

\$ 750,000	-	“Principal Sum” (or Individual Limit)
\$10,000,000	-	Aggregate Limit for all Insured Persons for a single accident

**Second Hazard: 24-Hour Accident Protection While On a Business Trip (Business Only, Outside City Limits Only)**

This Hazard applies only with respect to Injury sustained by an Insured Person:

1. While on the Business of the Policyholder; and
2. during the course of any Trip, including a Sojourn or Personal Deviation taken during the course of the Trip, made by such person, but only if the Trip requires the person to travel outside the corporate limits of the town or city in which he or she is regularly employed.

With respect to a Sojourn or Personal Deviation, this Hazard applies only where the Sojourns or Personal Deviations:

1. if they involve travel, do not depart more than 50 miles from the direct route or destination(s) with respect to the circumstances described herein; and
2. if they involve one or more stops en route and/or an extension of time spent at the destination(s) with respect to the circumstances described herein, do not last longer than a total of:
  - a. 4 day(s); or
  - b. 25% of the time that would otherwise have been spent under the circumstances described herein;whichever is less.

With respect to any period of time such Insured Person is traveling on a conveyance during the course of any such Trip, this Hazard applies only with respect to Injury sustained by the person:

1. while operating or riding in or on (including getting in or out of, or on or off of), or by being struck or run down by any conveyance being used as a means of land or water transportation, except:
  - a. any such conveyance the Insured Person has been hired to operate or for which the Insured Person has been hired as a crew member and while the Insured Person is performing as an operator or crew member on any such conveyance; or
  - b. any such conveyance the Insured Person is operating, or for which the Insured Person is performing as a crew member, (including getting in or out of, or on or off of) for the transportation of Passengers or property for hire, profit or gain; or
2. while riding as a Passenger in or on (including getting in or out of, or on or off of):
  - a. any Civilian Aircraft; or
  - b. any Military Air Transport Aircraft; or
3. by being struck or run down by any aircraft.

Exclusions. Exclusion 2 in the General Exclusions is waived with respect to an Insured Person to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard. It is not waived with respect to such person traveling or flying in or on (including getting in or out of, or on or off of) any aircraft other than as expressly described in this Hazard, unless otherwise provided by the Policy.

In addition to all other exclusions in the General Exclusions, the circumstances described in this Hazard are deemed to exclude travel or flight in or on (including getting in or out of, or on or off of) any Policyholder Aircraft, unless otherwise provided by the Policy, and any aircraft while it is being used for any Specialized Aviation Activity(ies).

#### Sabbatical Leave/International Study Programs

Coverage under this Hazard is extended for up to a maximum period of one year to Eligible Employees of the Policyholder who are participating in a Policyholder approved and sponsored Sabbatical Leave and/or an International Study Program. All Sabbatical Leave/International Study Programs are subject to the Policy terms, conditions, limitations and exclusions.

Limits. The maximum amount of benefits payable for the Second Hazard is:

\$ 250,000	-	“Principal Sum” (or Individual Limit)
\$10,000,000	-	Aggregate Limit for all Insured Persons for a single accident

#### **Third Hazard: Policyholder Aircraft (Passengers Only)**

This Hazard applies only with respect to Injury sustained by an Insured Person while riding as a Passenger in or on (including getting in or out of, or on or off of), or by being struck or run down by a designated aircraft described below:

2001 Beechjet

7 passenger seats

Policyholder ownership: 1/16<sup>th</sup> (6.25% -- that is, Policyholder’s usage (total Flight Hours) will not be more than 6.25% of the total Flight Hours logged in Named Aircraft per year)

which, at the time the Injury is sustained: (1) is a Policyholder Aircraft; (2) is being operated with the consent of the Policyholder; and (3) is being piloted by a Pilot(s) who holds a current and valid FAA License, but only if such pilot, at the time the Injury is sustained: (1) has a current and valid medical certificate and pilot certificate with appropriate ratings for the designated aircraft; and (2) has a minimum of 500 military, private or professional pilot hours logged for like aircraft, separately or combined.

Exclusions. Exclusion 2 in the General Exclusions is waived with respect to an Insured Person to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard. It is not waived with respect to such person traveling or flying in or on (including getting in or out of, or on or off of), or being struck or run down by, any aircraft other than as expressly described in this Hazard, unless otherwise provided by the Policy.

In addition to all other exclusions in the General Exclusions, the circumstances described in this Hazard are deemed to exclude travel or flight in or on (including getting in or out of, or on or off of) any aircraft described above while it is carrying Passengers for hire and while it is being used for any Specialized Aviation Activity(ies).

Limits. The maximum amount of benefits payable for the Third Hazard is:

\$ 750,000	-	“Principal Sum” (or Individual Limit)
\$10,000,000	-	Aggregate Limit for all Insured Persons for a single accident

**Fourth Hazard: War Risk (Business Only)**

This Hazard applies only with respect to Injury sustained by an Insured Person While on the Business of the Policyholder and as a result of an act of declared or undeclared war within the geographic limits or territorial waters of, or airspace above the geographic limits or territorial waters of, a Designated War Risk Territory (but not such an act in which the Insured Person is an active participant).

Termination Date. This Hazard ceases to apply with respect to this Policy on the earliest of: (1) the date the Policy terminates; or (2) the date We receive written notice from the Policyholder of the Policyholder’s intent to terminate the applicability of this Hazard (or on the date specified in the written notice, if later); or (3) the date specified in the Company’s written notice to the Policyholder of the Company’s intent to terminate the applicability of this Hazard (or 10 days after the date the written notice is received by the Policyholder, if later).

Termination of the applicability of this Hazard will not affect a claim for a covered loss that occurred while this Hazard was still applicable.

Exclusions. Exclusion 2 in the General Exclusions is waived with respect to an Insured Person to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard. However, unless previously consented to in writing by Us, that Exclusion is not waived, and this Hazard does not apply, with respect to the person traveling or flying in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the accident causing such Injury occurs while the person is:

1. riding as a Passenger in any aircraft not intended and/or licensed for the transportation of Passengers.
2. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.
3. riding as a Passenger in a Policyholder Aircraft or an aircraft owned, leased or operated by the Insured Person's employer.

Exclusion 3 in the Exclusions section is waived with respect to an Insured Person to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard, and only where the accident occurs within the geographic limits or territorial waters of, or airspace above the geographic limits or territorial waters of, a Designated War Risk Territory.

All other exclusions in the General Exclusions section of this Policy apply.

Changes In Terms and Conditions. The terms and conditions of this Hazard, including but not limited to the definition of the Designated War Risk Territory(ies), may be changed at any time, to reflect conditions that, in the opinion of the Company, constitute a change in the Policyholder’s war risk exposure. Consult with the Dartmouth Benefits Office before any business travel to find out about any changes in coverages or benefits relating to war risks or in those countries or areas that are not covered for the War Risk Hazard.

“Designated War Risk Territory(ies)” - as used in this Hazards means Worldwide. A Designated War Risk Territory does not include the United States of America, the Insured Person’s country of permanent residence, Afghanistan, Chechnya, Iran, Iraq, Israel, Kuwait, North Korea, Pakistan and Saudi Arabia.

Limits. The maximum amount of benefits payable for the Fourth Hazard is:

\$ 250,000	-	“Principal Sum” (or Individual Limit)
\$5,000,000	-	Aggregate Limit for all Insured Persons for a single accident

## DESCRIPTION OF BENEFITS

**Principal Sum.** As applicable to each Hazard for each Insured Person, the “Principal Sum” means the amount of insurance in force under the Policy on that person for that Hazard as specified above for each particular Hazard.

**Reduction Schedule.** The amount payable for a loss will be reduced if an Insured Person is age 70 or older on the date of the accident causing the loss with respect to any Benefit provided under the Policy where the amount payable for the loss (including death) is determined as a percentage of his or her Principal Sum. The amount payable for the Insured Person’s loss under that Benefit is a percentage of the amount that would otherwise be payable, according to the following schedule:

Age on Date of Accident	Percentage of Amount Otherwise Payable
70-74	65%
75-79	45%
80-84	30%
85 and older	15%

“Age” as used above, refers to the age of the Insured Person on the Insured Person’s most recent birthday, regardless of the actual time of birth.

**Benefit for Accidental Death.** If Injury to an Insured Person results in death within 365 days of the date of accident that caused the Injury, We will pay 100% of the Principal Sum indicated above in the description of the Hazard that resulted in death.

**Benefit for Accidental Dismemberment and Paralysis Losses.** If Injury results within 365 days of the date of the accident that caused the Injury, in any one of the Losses specified below, We will pay the percentage of the Principal Sum shown below for that Loss:

<u>For Loss of</u>	<u>Percentage of Principal Sum</u>
Both Hands or Both Feet .....	100%
Sight of Both Eyes.....	100%
One Hand and One Foot.....	100%
One Hand and the Sight of One Eye .....	100%
One Foot and the Sight of One Eye.....	100%
Speech and Hearing in Both Ears .....	100%
One Hand or One Foot .....	50%
Sight of One Eye .....	50%
Speech or Hearing in Both Ears .....	50%
Thumb and Index Finger of Same Hand .....	25%
Paralysis	
Quadriplegia .....	100%
Paraplegia .....	50%
Hemiplegia .....	50%

“Loss” of a hand or foot means complete severance through or above the wrist or ankle joint. “Loss” of sight of an eye means total and irrecoverable loss of the entire sight in that eye. “Loss” of hearing in an ear means total and irrecoverable loss of the entire ability to hear in that ear. “Loss” of speech means total and irrecoverable loss of the entire ability to speak. “Loss” of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.

“Quadriplegia” means the complete and irreversible paralysis of both upper and lower limbs. “Paraplegia” means the complete and irreversible paralysis of both lower limbs. “Hemiplegia” means the complete and irreversible paralysis of the upper and lower limbs on the same side of the body.

If more than one Loss is sustained by an Insured Person as a result of the same accident, only one amount, the largest, will be paid.

**Exposure and Disappearance.** If by reason of an accident occurring while coverage is in force, the Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which a benefit is otherwise payable, the loss will be covered under the terms of the Policy.

If the Insured Person’s body has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which the Insured Person was an

occupant while covered under the Policy, then it will be deemed, subject to all other terms and provisions of the Policy, that the Insured Person has suffered accidental death within the meaning of the Policy.

**Conversion Privilege (Applies to the Accidental Death Benefit and Accidental Dismemberment Benefit only).** If an Insured Person's coverage ends (prior to age 70) because he or she is no longer a member of any Eligible Class of persons as described in the Eligibility section, coverage may be converted to an individual accidental death and dismemberment policy (herein called an Individual Policy).

We must receive a written application and payment of the required premium within 31 days after coverage ends under the Policy. No evidence of insurability is required to obtain the Individual Policy. The Individual Policy will be a type We regularly make available on its effective date. The initial premium for the Individual Policy will be based on the Insured Person's attained age, risk class; and amount of insurance provided, at the time of application for the Individual Policy.

Coverage under the Individual Policy will take effect on the later of: (1) the date the application and required premium payment are received by Us; or (2) the date that the Insured's coverage under the Policy ends. In the event that the application and required premium are not received prior to termination of coverage under the Policy, coverage is not provided from the date coverage ends under the Policy until the date coverage under the Individual Policy becomes effective. Coverage under the Individual policy may not be less than \$100,000 and may not exceed the greater of: (1) the amount for which the insured was covered under the Policy; or (2) \$500,000.

**Seat Belt (Percentage of Principal Sum Amount).** We will pay a benefit when the Insured Person suffers accidental death such that an Accidental Death benefit is payable under the Policy and the accident causing death occurs while the Insured Person is operating, or riding as a passenger in, an Automobile and wearing a properly fastened, original, factory-installed seat belt. The amount payable under this Benefit is the lesser of: (1) \$10,000; or (2) 10% of the Insured Person's Principal Sum.

Verification of the actual use of the seat belt, at the time of the accident, must be a part of an official report of the accident or be certified, in writing, by the investigating officer(s).

*"Automobile" means a self-propelled private passenger motor vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, or jeep-type vehicle and a motor vehicle of the pickup, panel, van, camper or motor home type. Automobile does not include a mobile home or any motor vehicle which is used in mass or public transit.*

## LIMITATIONS

**Limitation on Multiple Benefits.** If an Insured Person suffers one or more Losses from the same accident for which amounts are payable under more than one of the line items in the table for Benefits for Accidental Dismemberment and Paralysis Losses (see above), the maximum amount

payable under all Benefits combined will not exceed the amount payable for one of those Losses, the largest.

**Limitation on Multiple Hazards.** If an Insured Person's Injury is caused by an accident that occurs under the circumstances described in more than one Hazard applicable to that person, the Principal Sum for that Insured Person for that accident will be determined as though the accident occurred under the circumstances described in only one such Hazard, the Hazard with the largest Principal Sum.

**Aggregate Limit.** The maximum amount payable may be reduced if more than one Insured Person suffers a Loss as a result of the same accident, and if amounts are payable for those Losses under one or more of the following Benefits: Accidental Death Benefit, Accidental Dismemberment and Paralysis Benefit. The maximum amount payable for all such Losses for all Insured Persons under all those Benefits combined will not exceed the amount shown as the Aggregate Limit applicable to a particular Hazard, as specified above. If the combined maximum amount otherwise payable for all Insured Persons must be reduced to comply with this provision, the reduction will be taken by applying the same percentage of reduction to the individual maximum amount otherwise payable for each Insured Person for all such Losses under all those Benefits combined.

## **GENERAL EXCLUSIONS**

No coverage shall be provided under the Policy and no payment shall be made for any Loss resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks even if the proximate or precipitating cause of the Loss is an accidental bodily Injury;

1. suicide or any attempt at suicide or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury or auto-eroticism.
2. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, whether as a Passenger, pilot, operator or crew member, unless specifically provided by this Policy.
3. declared or undeclared war, or any act of declared or undeclared war unless specifically provided by this Policy
4. sickness, disease, mental incapacity or bodily infirmity whether the Loss results directly or indirectly from any of these.
5. infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes.
6. full-time active duty in the armed forces of any country or international authority, except the National Guard or organized reserve corps duty.

7. the Insured Person being legally intoxicated as defined by laws of the state in which this Description of Coverage is delivered while operating any vehicle or means of transportation or conveyance.
8. the Insured Person being under the influence of drugs unless taken under the advice of and as specified by a Physician.
9. the Insured Person's commission of or attempt to commit a felony.
10. the medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from the treatment.
11. stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm.

#### **CLAIMS PROVISIONS FOR BENEFIT CLAIMS UNDER THE POLICY**

**Notice of Claim.** Written notice of claim must be given to Us within 20 days after an Insured Person's Loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to Us at American International Companies ®, Accident and Health Claims Division, P.O. Box 15701, Wilmington, DE 19850-5701, with information sufficient to identify the Insured Person, is deemed notice to Us.

**Claim Forms.** We will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in the Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured Person's name, the Policyholder's name and the Policy number.

**Proof of Loss.** Written proof of loss must be furnished to Us within 90 days after the date of the loss. If the loss is one for which the Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as We may reasonably require. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

**Payment of Claims.** Upon receipt of due written proof of death, payment for loss of life of an Insured Person will be made to the Insured Person's beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the Insured Person suffering the loss. If an Insured Person dies before all payments due have been made, the amount still payable will be paid to his or her

beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made, at Our option, to any relative by blood or connection by marriage of the payee, who, in Our opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment We make in good faith fully discharges Our liability to the extent of the payment made.

**Time of Payment of Claims.** Benefits payable for any Loss other than Loss for which the Policy provides any periodic payment will be paid immediately upon Our receipt of due written proof of the Loss. Subject to Our receipt of due written proof of loss, all accrued benefits for loss for which the Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which We are liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

## **GENERAL PROVISIONS**

**Incontestability.** After an Insured Person has been insured under the Policy for two years during his or her lifetime, no statement by the Insured Person, except a fraudulent one, will be used to contest a claim under the Policy. We may only contest coverage if the misstatement is made in a written instrument signed by the Insured Person and a copy is given to the Policyholder, the Insured Person or the Insured Person's beneficiary.

**Legal Actions.** No action at law or in equity may be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action may be brought after the expiration of three years after the time written proof of loss is required to be furnished.

**Beneficiary Designation and Change.** The Insured Person's designated beneficiary(ies) is (are) the person(s) so named by the Insured for the Policyholder's group life insurance policy as shown on the Policyholder's records kept on that policy, unless the Insured has named a beneficiary specifically for this coverage as shown on the Policyholder's records kept on the Policy.

An Insured over the age of majority and legally competent may change his or her beneficiary designation at any time, unless an irrevocable designation has been made, without the consent of the designated beneficiary(ies), by providing the Policyholder with a written request for change. When the request is received by Us, whether the Insured is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to Us on account of any payment made by it prior to receipt of the request.

If there is no designated beneficiary for an Insured Person's coverage or no designated beneficiary for the Insured Person's coverage is living after the Insured Person's death, the benefits will be

paid, in equal shares, to the survivors in the first surviving class of those that follow: the Insured Person's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured Person's estate.

**Physical Examination and Autopsy.** We, at Our own expense, have the right and opportunity to examine the person of any individual whose loss is the basis of claim under the Policy when and as often as We may reasonably require during the pendency of the claim and to make an autopsy in case of death where it is not forbidden by law.

**Assignment.** An Insured may assign all of his or her rights, privileges and benefits under the Policy without the consent of his or her designated beneficiary. We are not bound by an assignment until We receive and file a signed copy. We are not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the Policy.

## **PLAN AMENDMENT AND TERMINATION**

Dartmouth reserves the right to amend or terminate the Plan at any time. This includes the right to terminate the Plan with respect to one or more groups of employees. Dartmouth may change the carrier that has issued any insurance policy under which Plan benefits are paid. Dartmouth also has the right to require an Employee Contribution for coverage under the Plan at any time. Dartmouth does not expect to make any amendments that would deprive you of the right to receive benefits attributable to accidental death or dismemberment that occur before the effective date of the amendment. However, the right to any coverage or benefits under this Plan is not vested.

Amendments to the Plan may be approved by Dartmouth's Board of Trustees, or the Executive Committee of the Board. In addition, amendments may be approved by the President or any Vice President of the College or by the Associate Vice President of Human Resources or the Director of Benefits (or by any person filling any such a position in an acting capacity or fulfilling the duties of any such position).

## ADMINISTRATION OF THE PLAN

### **Plan Administrator Powers and Responsibilities**

The Plan Administrator supervises and controls the operation of the Plan and has all powers necessary to accomplish that purpose, including the power to make rules and regulations pertaining to the administration of the Plan. The Plan Administrator's principal duty is to see that the Plan is operated and maintained, in accordance with its terms, for the benefit of the Eligible Employees. The Plan Administrator has the exclusive power to administer the Plan (subject to any applicable requirements of law). The Plan Administrator's powers include, but are limited to, the following:

- Establishing rules and regulations that it determines to be necessary for the proper administration of the Plan;
- Resolving and interpreting, *in its sole discretion*, any and all questions with respect to the operation and the administration of the Plan, including but not limited to the eligibility of any person to participate in the Plan; and
- Delegating all or part of its duties and designating other persons to carry out any of its duties under the Plan.

### **Insurance Company Powers and Responsibilities**

The insurance company that issued the policy under which accidental death or dismemberment benefits are paid has the power and responsibility to determine whether the conditions for the payment of benefits under the policy have been satisfied and for making payments.

### **Employee Statements; Overpayments**

The Benefits Office and the Plan Administrator (and the insurance carrier where applicable) have the right to request from any Eligible Employee any information that is needed to determine his or her eligibility, coverage or benefits. Dartmouth and the Plan Administrator shall be fully protected in relying on any such statement, or on any notice, request, consent, letter, telegram, e-mail, or other document believed to be genuine and to have been signed or sent by the proper person. If any statement or representation relevant to your benefits is incorrect or incomplete, or if you fail to provide information that affects your eligibility, coverage or benefits, or omit any other relevant information, any claims or benefits incorrectly paid as a result may be recovered from you. In addition, if any such statement, representation or omission is determined by the Plan Administrator to be fraudulent or intentionally false, incomplete, or misleading, the Plan Administrator may terminate your eligibility to participate in the Plan, and, depending on the circumstances, additional disciplinary action may be taken. Any inadvertent or mistaken payments or overpayments to you (or your beneficiary) may also be recovered even if not caused by you.

**No Employment Guarantee**

The adoption and maintenance of the Plan does not create any contract of employment between Dartmouth and any Employee. Neither the existence of the Plan nor your participation in it will affect the right of Dartmouth to deal with you in all respects, including hiring, discipline, discharge, compensation, and conditions of employment, subject to legal requirements.

## **CLAIMS PROCEDURE**

Benefits will ordinarily be paid in accordance with the Plan's terms, as long as you have filed any required claims form. However, if you believe you are entitled to a right or benefit under the Plan that you are not receiving, you may file a formal claim with the Plan Administrator (with respect to eligibility) or with the AIG Life Insurance Company (with respect to benefits).

The Plan Administrator generally determines questions relating to eligibility. Claims that fall within the purview of the Plan Administrator should be filed with the Plan Administrator. If the Plan Administrator denies your claim, you have the right to appeal and have your claim reconsidered by the Claim Review Committee. The procedures for handling such claims and appeals are set forth in the separate booklet entitled Dartmouth College Employee Benefit Plan Claims and Appeals Procedures.

Claims that relate to benefits under the Plan should be filed with AIG Life Insurance Company in accordance with the procedures described on pages 14-15 of this booklet. These claims or appeals will be decided by AIG in accordance with their procedures, which are required to satisfy the requirements of regulations issued by the U.S. Department of Labor.

## EMPLOYEE RIGHTS UNDER ERISA

As an Eligible Employee participating in the Plans, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to:

*Receive Information About the Plan.* Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plans, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

*Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan.* Available documents include any insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

*Receive a summary of the Plan's annual financial report.* The Plan Administrator is required by law to furnish each participant with a copy of the summary annual report.

*Prudent Actions by Plan Fiduciaries.* In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

*Enforce Your Rights.* If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from a Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse any assets of a Plan, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

*Assistance with Your Questions.* If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights

under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## PLAN ADMINISTRATION

**Plan Name and Number:** Dartmouth College Travel Accident Plan (Plan No. 505)

**Plan Year:** The plan year is the calendar year.

**Plan Sponsor:** Dartmouth College  
Hanover, NH 03755

**Employer Identification Number:** 02-0222111

**Source of Benefit Payments:** Benefits under the Plan are paid under a policy issued by AIG Life Insurance Company. The issuing insurance company is responsible for the benefit payments; Dartmouth has no financial responsibility for benefit payments under the Plan.

**Plan Administrator:** Dartmouth College  
c/o Benefits Office  
7 Lebanon Street, Suite 203  
Hanover, NH 03755  
603-646-3588  
[www.Dartmouth.edu/~hrs/](http://www.Dartmouth.edu/~hrs/)

Although Dartmouth is the official “Plan Administrator” under ERISA, the Director of Benefits has been designated to handle Plan administration on a day-to-day basis. As the designated Plan Administrator, the Director of Benefits has the authority and discretion to interpret and apply the terms of the Plan and to make all decisions regarding Plan administration.

**Agent for Service of Legal Process:** Dartmouth College  
c/o Director of Benefits  
Benefits Office  
7 Lebanon Street, Suite 203  
Hanover, NH 03755  
603-646-3588