

# STANDARD INSURANCE COMPANY

A Stock Life Insurance Company  
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*People. Not Just Policies.®*

## CERTIFICATE:

### GROUP ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Policyowner:	Toppenish School District
Policy Number:	638069-B
Effective Date:	October 1, 1999

A Group Policy has been issued to the Policyowner. We certify that you will be insured as provided by the terms of the Group Policy. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyowner with a revised Certificate or other notice to be given to you.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate.

"We", "us" and "our" mean Standard Insurance Company. "You" and "your" mean the Member. All other defined terms appear with the initial letter capitalized. Section headings, and references to them, appear in boldface type.



President



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## COVERAGE FEATURES

This section contains many of the features of your voluntary accidental death and dismemberment insurance (AD&D Insurance). Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

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### GENERAL POLICY INFORMATION

Group Policy Number: 638069-B  
Policyowner: Toppenish School District  
Employer(s): Toppenish School District  
Group Policy Effective Date: October 1, 1999  
State of Issue: Washington

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### BECOMING INSURED

To become insured you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; (c) Apply in writing for insurance; and (d) Agree to pay premiums. See **When AD&D Insurance Becomes Effective**.

Definition of Member: You are a Member if you are:

1. An active employee of the Employer, covered under the Employer-sponsored medical plan; and
2. Regularly working at least 20 hours each week.

You are not a Member if you are:

1. A temporary or seasonal employee; or
2. A full time member of the armed forces of any country.

Class Definition: None

Eligibility Waiting Period: You are eligible on one of the following dates:

If you are a Member on the Group Policy Effective Date, you are eligible on that date.

If you become a Member after the Group Policy Effective Date, you are eligible on the date you become a Member.

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### PREMIUM CONTRIBUTIONS

Insurance is: Contributory

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### SCHEDULE OF AD&D INSURANCE

You may apply for AD&D Insurance in multiples of \$25,000, from \$25,000 to \$800,000.

You may also elect to insure your Dependents. The amount of AD&D Insurance for your Dependents is equal to a percentage of your AD&D Insurance, as follows:

Spouse only:	50%
Children only:	10% for each Child
Spouse and Children:	40% for your Spouse 5% for each Child

The amount payable for certain Losses will differ. See **Accidental Death and Dismemberment Insurance**, C. Amount Payable.

Seat Belt Benefit: The amount of the Seat Belt Benefit is the lesser of (1) \$10,000 or (2) the amount of AD&D Insurance payable for loss of life.

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## REDUCTIONS IN INSURANCE

If you have reached an age shown below, the amount of AD&D Insurance will be the amount determined from the Schedule of Insurance, multiplied by the appropriate percentage below.

Age	Percentage
70 through 74	65%
75 through 79	45%
80 through 89	30%
90 through 94	15%
95 or over	10%

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## OTHER PROVISIONS

Annual Earnings based on:	Earnings in effect on your last full day of Active Work.
Benefit for loss due to exposure:	Yes
Benefit for disappearance:	Yes
Benefit for loss of speech or hearing:	Yes
Benefit for loss of thumb and index finger of same hand:	Yes
Common Disaster Benefit:	Yes
Seat Belt Benefit:	Yes
Higher Education Benefit:	Yes
Career Adjustment Benefit:	Yes
Benefit for Paralysis:	Yes
Public Transportation Benefit:	Yes

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

### A. Insuring Clause

If a person has an accident while insured for AD&D Insurance, and the accident results in a Loss, we will pay benefits according to the terms of the Group Policy after we receive satisfactory Proof of Loss.

### B. Definition Of Loss

Loss means loss of life, hand, foot, sight, speech, hearing or thumb and index finger of same hand which:

1. Is caused solely and directly by an accident or exposure to the natural elements;
2. Occurs independently of all other causes; and
3. Occurs within 365 days after the accident.

With respect to a hand or foot, Loss means actual and permanent severance from the body at or above the wrist or ankle joint.

With respect to sight, Loss means entire and irrecoverable loss of sight.

With respect to speech or hearing, Loss means entire and irrecoverable loss of speech or hearing, as certified by a Diplomat of the American Board of Otolaryngology.

With respect to thumb and index finger of same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints.

With respect to Quadriplegia, Hemiplegia, and Paraplegia, Loss must be permanent, complete, and irreversible.

Quadriplegia means total paralysis of both upper and lower limbs. Paraplegia means total paralysis of both lower limbs. Hemiplegia means total paralysis of the upper and lower limb on the same side of the body.

### C. Amount Payable

The amount payable is equal to a percentage of the AD&D Insurance in effect on the insured person on the date of the accident (see **Coverage Features**). The percentage is shown below.

Loss:	Percentage
Life, other than due to Common Disaster	100%
Life due to Common Disaster	200%
One hand, one foot, or sight of one eye, speech or hearing	50%
Two or more of the above Losses	100%
Disappearance	100%
Thumb and Index finger of same hand	25%
Quadriplegia	100%
Hemiplegia	50%
Paraplegia	75%
Public Transportation Benefit	200%

With respect to losses other than Common Disaster or the Public Transportation Benefit, no more than 100% of the amount of AD&D Insurance in effect on an insured person will be paid for all Losses incurred by that person as a result of one accident.

The Common Disaster Benefit will be paid in place of any other AD&D benefits payable under the Group Policy for the same accident. The amount payable will be paid in equal shares to each Child. If you have no surviving Children, the Common Disaster Benefit will not be paid.

The Public Transportation Benefit will be paid if you or your Dependent suffers Loss of life while a fare-paying passenger on Public Transportation.

Public Transportation means a vehicle operated by a common carrier for the purpose of providing transportation for fare-paying members of the general public. Vehicles include buses, trains, boats and planes operating on regular routes and selling tickets to members of the general public.

If you or your Dependent disappear as a result of an accident which could have caused Loss of life, and are not found within one year from the date of the accident, we will presume that you or your Dependent died.

The benefit for loss of thumb and index finger will not be paid if benefits are payable for Loss of that entire hand.

#### D. Changes In AD&D Insurance

An elective change in AD&D Insurance becomes effective on the date you complete and sign a new enrollment card.

A change in AD&D Insurance because of a change in age becomes effective on the first day of the calendar month coinciding with or next following the date of change in age.

#### E. AD&D Insurance Exclusions

No AD&D Insurance benefit is payable if the Loss is caused or contributed to by any of 1 through 8 below.

1. War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
2. Suicide or other intentionally self-inflicted injury, while sane or insane.
3. Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing official duties.
4. The voluntary use or consumption of any poison, chemical compound or drug, unless used or consumed according to the directions of a physician.
5. Sickness or Pregnancy existing at the time of the accident.
6. Heart attack or stroke.
7. Medical or surgical treatment for any of the above.
8. Boarding, leaving, or being in or on any kind of aircraft. However, this exclusion will apply only to:
  - a. A pilot or crew member of the aircraft; or
  - b. A passenger in an aircraft operated by or for the Employer.

VA.IC.15

#### F. Seat Belt Benefit

See the **Coverage Features** for the amount of the Seat Belt Benefit.

We will pay a Seat Belt Benefit if:

1. You or your Dependent dies as a result of an Automobile accident for which an AD&D Insurance benefit is payable; and



2. You or your Dependent was wearing a Seat Belt at the time of the accident, as evidenced by a police accident report.

Seat Belt means a properly installed seat belt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration.

Automobile means a motor vehicle licensed for use on public highways.

VA.SB.02

#### G. Benefit For Loss Due To Exposure

If you or your Dependent suffers a Loss caused by exposure to the natural elements, we will pay the amount of AD&D Insurance in effect for that Loss on the date of the accident. This benefit will be paid in place of any other AD&D benefits payable under the Group Policy for the same accident.

#### H. Benefit For Disappearance

If you or your Dependent disappears as a result of an accident which could have caused Loss of life, and are not found within one year from the date of the accident, we will presume that you or your Dependent died. We will pay the amount of AD&D Insurance in effect on the insured person on the date of the accident. This benefit will be paid in place of any other AD&D benefits payable under the Group Policy for the same accident.

#### I. Benefit For Loss Of Speech Or Hearing

If you or your Dependent suffers a Loss of speech or hearing, we will pay 50% of the AD&D Insurance in effect on the insured person on the date of the accident. With respect to speech or hearing, Loss means entire and irrecoverable loss of speech or hearing, as certified by a Diplomate of the American Board of Otolaryngology.

#### J. Benefit For Loss Of Thumb And Index Finger Of Same Hand

If you or your Dependent suffers a Loss of thumb and index finger of same hand, we will pay 25% of the AD&D Insurance in effect on the insured person on the date of the accident. With respect to thumb and index finger of same hand, Loss means actual and permanent severance from the body at or above the metacarpophalangeal joints. This benefit will not be paid if benefits are payable under the Group Policy for Loss of that entire hand.

#### K. Common Disaster Benefit

If you and your Dependent Spouse are both insured under the Group Policy, and both suffer Loss of life as a result of the same accident, we will pay 200% of your AD&D Insurance in effect on the date of the accident. If your spouse is also an insured Member under the Group Policy, this benefit will not be paid.

The Common Disaster Benefit will be paid in place of any other AD&D benefits payable under the Group Policy for the same accident. The amount payable will be paid in equal shares to each Child. If you have no surviving Children, the Common Disaster Benefit will not be paid.

#### L. Higher Education Benefit

If you suffer Loss of life, we will pay a Higher Education Benefit to each insured Child who is:

1. Registered and in full-time attendance at an accredited institution of higher education beyond the 12th grade; or
2. In the 12th grade and will be registered and in full-time attendance within one year at an accredited institution of higher education beyond the 12th grade.

The Higher Education Benefit is payable annually, for a maximum of four years, provided we receive proof that the Child continues to meet 1 and 2 above. The amount payable per year is 5% of your AD&D Insurance in effect on the date of the accident, subject to a maximum of \$5,000.

The Higher Education Benefit will be paid in addition to other AD&D benefits payable under the Group Policy for the same Loss. If there is no Child eligible to receive the Higher Education Benefit, it will not be paid.

**M. Career Adjustment Benefit**

If you suffer Loss of life, and you and your Spouse are insured under the Group Policy, we will pay your Spouse a Career Adjustment Benefit. The amount payable is 5% of your AD&D Insurance in effect on the date of the accident, subject to a maximum of \$5,000.

The Career Adjustment Benefit will be paid in addition to other AD&D benefits payable under the Group Policy. If you have no surviving Spouse, this benefit will not be paid.

**N. Benefit For Paralysis**

We will pay a Benefit For Paralysis if:

1. You or your Dependent suffers paralysis caused by an accident within one year of the date of that accident;
2. The paralysis continues for 12 calendar months; and
3. A licensed medical professional certifies that the paralysis is permanent, complete and irreversible.

**O. Public Transportation Benefit**

If you or your Dependent suffers Loss of life while a fare- paying passenger on Public Transportation, we will pay 200% of the amount of AD&D Insurance in effect on the insured person on the date of the accident. This benefit will be paid in place of any other AD&D benefits payable under the Group Policy for the same accident.

Public Transportation means a vehicle operated by a common carrier for the purpose of providing transportation for fare- paying members of the general public. Vehicles include buses, trains, boats and planes operating on regular routes and selling tickets to members of the general public.

## **WHEN AD&D INSURANCE BECOMES EFFECTIVE**

**A. Your AD&D Insurance**

Your AD&D Insurance becomes effective on:

1. The date you become eligible, if you apply on or before that date; or
2. The date you apply, if you apply after you become eligible.

**B. AD&D Insurance For Your Dependents**

AD&D Insurance for your Dependents becomes effective on the later of:

1. The date you apply for AD&D Insurance for your Dependents; and
2. The date your AD&D Insurance becomes effective.

While AD&D Insurance for your Dependents is in effect, each new Dependent becomes insured immediately.

VA.EF.01

## **WHEN AD&D INSURANCE ENDS**

AD&D Insurance ends automatically on the earliest of:

1. The date the Group Policy terminates.

2. The date the last period ends for which you made a premium contribution.
3. The date you cease to be a Member. However, if you cease to be a Member because you are not working the required minimum number of hours, your insurance will be continued during a leave of absence if continuation of your insurance under the Group Policy is required by the state-mandated family or medical leave act or law, unless it ends under 1 or 2 above.
4. For your Spouse, the date of your divorce.
5. For any Dependent, the date the Dependent ceases to be a Dependent.
6. For a Disabled Child, 90 days after the date we mail a request for proof that the Disabled Child continues to qualify as a Disabled Child and proof is not given.

VA.EN.19

## **REINSTATEMENT OF INSURANCE**

If your insurance ends, you may become insured again as a new Member. However, the following will apply.

1. If your insurance ends because you cease to be a Member, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
2. If your insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

VA.RE.01

## **CLAIMS**

### **A. Filing A Claim**

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

### **B. Time Limits On Filing Proof Of Loss**

Proof Of Loss must be provided within 90 days after the date of the Loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90 day period. If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

### **C. Proof Of Loss**

Proof Of Loss means written proof that a Loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be paid until we receive Proof Of Loss.

### **D. Investigation Of Claim**

We may have you or your Dependents examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

We may have an autopsy performed at our expense, except where prohibited by law.

E. Time Of Payment

We will pay benefits within 60 days after Proof Of Loss is satisfied.

F. Notice Of Decision On Claim

The claimant will receive a written decision on a claim within a reasonable time after we receive the claim.

If the claimant does not receive our decision within 90 days after we receive the claim, the claimant will have an immediate right to request a review as if the claim had been denied.

If we deny any part of the claim, the claimant will receive a written notice of denial containing:

1. The reasons for our decision;
2. Reference to the parts of the Group Policy on which our decision is based;
3. A description of any additional information needed to support the claim; and
4. Information concerning the claimant's right to a review of our decision.

G. Review Procedure

If all or part of a claim is denied, the claimant may request a review in writing within 60 days after receiving notice of the denial.

The claimant may send us written comments or other items to support the claim, and may review any nonprivileged information that relates to the request for review.

We will review the claim promptly after we receive the request. We will send notice of our decision within 60 days after we receive the request, or within 120 days if special circumstances require an extension. We will state the reasons for our decision and refer to the relevant parts of the Group Policy.

VA.CL.01

## **ASSIGNMENT**

The rights and benefits under the Group Policy cannot be assigned.

VA.AS.01

## **BENEFIT PAYMENT AND BENEFICIARY PROVISIONS**

A. Payment of Benefits

Benefits payable because of your death will be paid to the Beneficiary you name. See B through E of this section.

Benefits payable because of the death of a Dependent will be paid to you. If you are not living, benefits will be paid in equal shares to the first surviving class of the classes below.

1. The children of the Dependent.
2. The parents of the Dependent.
3. Your estate.

Dismemberment benefits will be paid to the person who incurred the Loss for which the benefits are payable. Any such benefits remaining unpaid at that person's death will be paid according to the provisions for payment of a death benefit.

B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits.

You may name one or more Beneficiaries. Two or more surviving Beneficiaries will share equally, unless you specify otherwise. You may name or change Beneficiaries at any time without the consent of a Beneficiary.

You must name or change Beneficiaries in writing. Your designation:

1. Must be dated and signed by you;
2. Must be delivered to the Policyowner or Employer during your lifetime;
3. Must relate to the insurance provided under the Group Policy; and
4. Will take effect on the date it is delivered to the Policyowner or Employer.

C. Simultaneous Death Provision

If a Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary had died before you, unless Proof of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to the first surviving class of the classes below.

1. Your spouse.
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

E. Methods of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

1. Lump Sum

If the amount payable to a Recipient is less than \$10,000, we will pay it in a lump sum.

2. Standard Secure Access Checking Account

If the amount payable to a Recipient is \$10,000 or more, we will deposit it into a Standard Secure Access checking account which:

- a. Bears interest;
- b. Is owned by the Recipient;
- c. Is subject to the terms and conditions of a confirmation certificate which will be given to the Recipient; and
- d. Is fully guaranteed by us.

3. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$10,000 or more;
- b. The Recipient chooses; and

- c. We agree.

To the extent permitted by law, the amount payable to a Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

VA.BB.01X

## **ALLOCATION OF AUTHORITY**

Except for those functions which the Group Policy specifically reserves to the Policyowner, we have full and exclusive authority to control and manage the Group Policy, to administer claims, and to interpret the Group Policy and resolve all questions arising in the administration, interpretation, and application of the Group Policy.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Group Policy and any claim under it;
3. The right to determine:
  - a. Your eligibility for insurance;
  - b. Your entitlement to benefits;
  - c. The amount of benefits payable;
  - d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Group Policy, any decision we make in the exercise of our authority is conclusive and binding.

VA.AL.01

## **TIME LIMITS ON LEGAL ACTIONS**

No action at law or in equity may be brought until 60 days after we have been given Proof of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof of Loss; and
2. The time within which Proof of Loss is required to be given.

VA.TL.01

## **INCONTESTABILITY PROVISIONS**

### **A. Incontestability Of Insurance**

Any statement made to obtain insurance is a representation and not a warranty.

No misrepresentation will be used to reduce or deny a claim unless:

1. The insurance would not have been approved if we had known the truth; and
2. We have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.

After the insured's insurance has been in effect for two years, we will not use a misrepresentation to reduce or deny a claim, unless it was a fraudulent misrepresentation.

## B. Incontestability Of Group Policy

Any statement made by the Policyowner to obtain the Group Policy is a representation and not a warranty.

No misrepresentation by the Policyowner will be used to deny a claim or to deny the validity of the Group Policy unless:

1. The Group Policy would not have been issued if we had known the truth; and
2. We have given the Policyowner a copy of a written instrument signed by the Policyowner which contains the misrepresentation.

The validity of the Group Policy will not be contested after it has been in force for two years, except for:

1. Nonpayment of premiums; or
2. Fraudulent misrepresentations.

VA.IN.01

## DEFINITIONS

AD&D Insurance means your accidental death and dismemberment insurance under the Group Policy.

Annual Earnings means your annual rate of earnings from your Employer. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work unless a different date applies (see **Coverage Features**). Annual Earnings includes:

1. Contributions you make through a salary reduction agreement with your Employer to:
  - a. An IRC Section 401(k), 403(b), 408(k) or 457 deferred compensation arrangement; or
  - b. An executive nonqualified deferred compensation arrangement.
2. Shift differential pay.
3. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.

Annual Earnings does not include:

1. Bonuses.
2. Overtime pay.
3. Commissions.
4. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
5. Any other extra compensation.

Child means your unmarried child from live birth until age 21 (age 25 if a registered student in full time attendance at an accredited educational institution). Child includes a stepchild living in your home and an adopted child.

Dependent means your Spouse or Child. Dependent does not include a full-time member of the armed forces of any country.

Disabled Child means your unmarried child who, on and after the date on which AD&D Insurance would end because of the child's age, is continuously:

1. Incapable of self-sustaining employment because of developmental disability or physical handicap; and
2. Chiefly dependent upon you for support and maintenance, or institutionalized because of developmental disability or physical handicap.

Disabled Child includes your unmarried child over age 20 (or over age 24 and a registered student in full-time attendance at an accredited educational institution) who:

- a. On the day before the effective date of your Employer's coverage under the Group Policy was insured under the Prior Plan; and
- b. On and after the effective date of your Employer's coverage under the Group Policy continuously meets the requirements of 1 and 2 above.

You must give us proof of Disabled Child status on our forms and within 31 days after a) the date on which insurance would otherwise end because of the Child's age or b) the effective date of your Employer's coverage under the Group Policy if your child is a Disabled Child on that date. At reasonable intervals thereafter, we may require further proof, and have your Disabled Child examined at our expense.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. See **Coverage Features**.

Group Policy means the group voluntary accidental death and dismemberment insurance policy issued by us to the Policyowner and identified by the Group Policy Number.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Sickness means your sickness, illness, or disease.

Spouse means a person to whom you are legally married.

VA.DF.11