



# **Voluntary Accidental Death & Dismemberment Certificate of Insurance**

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**For Class I Employees of  
Trustees of Schools Insurance Fund**



**ZURICH**

SCHEDULE  
**Certificate of Insurance**

ZURICH AMERICAN INSURANCE COMPANY  
Schaumburg, Illinois

Policy No: GTU 3514257  
Policyholder Name: Trustees of Schools Insurance Fund  
Policyholder Address: c/o National Insurance Services  
250 South Executive Drive  
Brookfield, WI 53005

Certificateholder:

**Class I:** All Employees of Public Schools, Technical Colleges and University Employees who have enrolled by Joinder Agreement in the Trust.

**Coverages:** **Form Number**  
Accidental Death U-GA-204-A (CW) (5/97)  
Principal Sum:

**Class I:** An employee may purchase an amount of Principal Sum from a minimum of \$25,000 to a maximum of \$300,000 in increments of \$25,000; however, amounts applied for in excess of \$150,000 may not exceed ten (10) times the employees base annual salary\*.

Employees who enroll may elect to include coverage for their eligible dependents under the Family Plan.

Under the Family Plan, the eligible employee is insured for 100% of the Principal Sum purchased and the eligible dependents are insured for a percentage of the eligible employee's Principal Sum as described in the Family Plan definition under the **DEFINITIONS** section of this Certificate.

\* The term "base annual salary" shall mean the base annual pay, excluding overtime, bonuses or commissions

Accidental Dismemberment U-GA-201-A (CW) (5/97)  
Principal Sum:  
Same as above.

**Enhanced Benefits:** **Form Number**  
Waiver of Premium U-GA-216-A (CW) (5/97)  
Seat Belt Benefit U-GA-225-A (CW) (5/97)  
Cobra Benefit U-GA-317-A (CW) (5/97)  
Higher Education Benefit U-GA-218-A (CW) (5/97)  
Day Care Benefit U-GA-219-A (CW) (5/97)  
Spouse Retraining Benefit U-GA-221-A (CW) (5/97)  
Surviving Spouse Benefit U-GA-222-A (CW) (5/97)

**Hazards:** **Form Number**  
24 Hour Accident Protection U-GA-319-A (CW) (5/97)  
Excluding Corporate  
Owned or Leased Aircraft H-1

U-GA-105-A (CW) (5/97)

<b>Other attached forms:</b>	<b>Form Number</b>
Eligibility and Classification of Insureds	U-GA-106-A (CW) (5/97)
Family Plan Endorsement	U-GA-317-A (CW) (5/97)
Continuation of Coverage at Age 70	U-GA-303-A (CW) (5/97)
Conversion Privilege	U-GA-313-A (CW) (5/97)
Payment of Claims Endorsement	U-GA-310-A (CW) (5/97)
Combined Single Limit:	Not Applicable



**ZURICH**

**Certificate of Insurance**

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ZURICH AMERICAN INSURANCE COMPANY  
(hereinafter called the Company)  
Schaumburg, Illinois

Having issued Accident Policy Number GTU 3514257 to cover the Class I eligible employees of:

**Trustees of Schools Insurance Fund**

The insurance evidenced by this Certificate provides ACCIDENT insurance only. It does not provide coverage for sickness. This Certificate describes the main features of the Policy, but the Policy is the only contract under which benefit payments are made. If there is an inconsistency between the Certificate and the Policy, the Policy shall govern.

**IMPORTANT NOTICE - THIS INSURANCE DOES NOT PROVIDE FOR SICKNESS**

**DEFINITIONS**

**Coverages** mean the losses for which this Policy provides benefits. The Coverages included in this Policy are listed on the Schedule and are described in the Coverages section of this Certificate.

**Covered Child(ren)** means Your dependent child(ren) who rely on You for 50% of their support and are either: 1) less than 19 (nineteen) years of age; or 2) is less than 25 (twenty-five) years of age and enrolled on a full-time basis in a college, university, or trade school; or 3) a child of any age who prior to age 19 became incapable of self-sustaining employment by reason of mental retardation or physical handicap and remains chiefly dependent upon You for support and maintenance.

The aforementioned child(ren) shall only be Covered Child(ren) if the Family Plan is elected.

**Covered Loss** means a loss which meets the requisites of one or more Coverage or Enhanced Benefit, results from a Hazard, and for which benefits are payable under this Policy.

**Covered Person** means any person who has coverage under this Policy. It includes You, Your Covered Spouse and/or Covered Child(ren) if the Family Plan is selected.

**Covered Spouse** means Your legally married Spouse if the Family Plan is selected. A legally married Spouse will not be considered a Covered Spouse if they are also an Insured under this Policy.

**Combined Single Limit** means the most We will pay under all Coverages of this Policy, combined, for an Injury or Injuries sustained by a Covered Person that resulted from one accident. This amount is listed in the Schedule.

**Enhanced Benefits** mean additional benefits provided for by this Policy. The Enhanced Benefits included in this Policy are listed on the Schedule and are described in the Enhanced Benefits section of this Certificate.

**Family Plan** means that You have made an election on the enrollment form to provide coverage for Your Spouse and/or Children. If You and Your legally married Spouse, legally separated Spouse or former Spouse are both Insured's under this Policy, only one may select the Family Plan.

**Hazards** are those events described in the Hazard pages attached to this Certificate to which the Coverages and Enhanced Benefits apply. The Hazards are listed on the Schedule.

**Injury** means a bodily injury directly caused by accidental means which is independent of all other causes, results from a Hazard, and occurs while the Covered Person is insured under this Policy.

**Policy** means the Group Insurance Policy listed in the Schedule.

**Policyholder** means the group named on the front of this Certificate.

**Principal Sum** is the amount that some of the Covered Person's benefits are calculated from. Your Principal Sum is shown in the Schedule. The Principal Sum for Your Covered Spouse shall be 50% of Your Principal Sum at the time of the Injury. The Principal Sum for each Covered Child shall be 1) 15% of Your Principal Sum if, at the time of the Injury, You did not have a Covered Spouse, subject to a maximum of \$25,000; or 2) 10% of Your Principal Sum if, at the time of the Injury, You had a Covered Spouse, subject to a maximum of \$25,000.

**You, Your or Insured** means an individual eligible for insurance as provided in the "Eligibility and Classification of Insureds" who completes an enrollment form, if required in the Schedule.

**We, Us, and Our** refers to Zurich American Insurance Company.

## WHAT COVERAGES ARE INCLUDED IN THE POLICY?

### ACCIDENTAL DEATH BENEFIT

If a Covered Person dies as a result of an Injury, We will pay the Principal Sum. The death must occur within 365 days of the Injury.

If the conveyance in which a Covered Person is riding disappears, is wrecked, or sinks, and the Covered Person is not found within 365 days of the event, We will presume that the person lost his or her life as a result of Injury. If travel in such conveyance was covered under the terms of this Policy, We will pay the Principal Sum, subject to all Policy terms.

If a Covered Person is exposed to weather because of an accident and this results in a loss of life, We will pay the Principal Sum, subject to all Policy terms.

### ACCIDENTAL DISMEMBERMENT BENEFIT

If an Injury to a Covered Person results in any of the following Losses, We will pay the benefit shown. The Covered Loss must occur within 365 days of the accident.

The benefit amounts are based on the Covered Person's Principal Sum.

<b>Loss of</b>	<b>Benefit</b>
1. Both hands or both feet	Principal Sum
2. One hand and one foot	Principal Sum
3. One hand or one foot plus the loss of sight of one eye	Principal Sum
4. Sight of both eyes	Principal Sum
5. Speech and Hearing	Principal Sum
6. Speech or Hearing	1/2 of Principal Sum
7. One Hand; one foot; or sight of one eye	1/2 of Principal Sum
8. Thumb and index finger of the same hand	1/4 of Principal Sum
<b>Loss of Use of</b>	
1. Four limbs	Principal Sum
2. Three limbs	3/4 of Principal Sum
3. Two limbs	2/3 of Principal Sum
4. One limb	1/2 of Principal Sum

For purposes of this benefit:

1. Loss shall mean:
  - a. For a foot or hand, actual severance through or above an ankle or wrist joint;
  - b. Actual severance through or above the metacarpophalangeal joint of a thumb or index finger;
  - c. Total and permanent loss of sight;

- d. Total and permanent loss of speech;
  - e. Total and permanent loss of hearing.
2. Loss of Use shall mean total paralysis of a limb or limbs which is determined by Our competent medical authority to be permanent, complete and irreversible.

If more than one Loss arises out of the same accident, We will pay only one benefit. This will be the largest one. If a Covered Person can recover benefits under both the Accidental Dismemberment Benefit and the Accidental Death Benefit as a result of the same accident, the most We will pay is the Principal Sum.

## **HAZARDS INSURED AGAINST BY THIS POLICY**

### **24 HOUR ACCIDENT PROTECTION EXCLUDING CORPORATE OWNED OR LEASED AIRCRAFT H-1**

The Hazards insured against by this Policy are:

An Injury sustained by a Covered Person anywhere in the world.

#### **Limitations:**

Air travel coverage is limited to a loss sustained during the trip, while the Covered Person is a passenger, riding in or on, boarding or getting off:

- A. any civilian aircraft with a current and valid normal, transport, or commuter type standard airworthiness certificate as defined by the Federal Aviation Administration or its successor or an equivalent certification from a foreign government. This aircraft must be operated by a pilot with a current and valid:
  - 1. medical certificate; and
  - 2. pilot certificate with a proper rating to pilot such aircraft
- B. any aircraft which is not subject to a certificate of airworthiness; whose design and customary and regular purpose is for transporting passengers; and which is operated by the Armed Forces of the United States of America or the Armed Forces of any foreign government.

#### **Exclusions:**

Coverage is not provided:

- A. If the Covered Person is the pilot, operator, member of the crew or cabin attendant of any aircraft. Or
- B. Unless We have previously consented in writing to the use, coverage is not provided for any loss, caused by, contributed to, resulting from riding in or on, boarding, or getting off:
  - 1. any aircraft other than those expressly stated above;
  - 2. any aircraft being used for, or in connection with, aerial photography;
  - 3. any conveyance or aircraft being used for tests or experimental purposes;
  - 4. any aircraft that requires a special permit or waiver from the agency that has jurisdiction over the conveyance, even if granted;
  - 5. any aircraft owned or controlled by, or under lease to the Policyholder or an Insured or a member of a Covered Person's family or household;
  - 6. any aircraft operated by the Policyholder or one of its employees including members of an employee's family or household; or
  - 7. any conveyance used in a race or speed test.

## **WHAT ENHANCED BENEFITS ARE INCLUDED IN THIS POLICY?**

### **WAIVER OF PREMIUM BENEFIT**

If You become Totally Disabled, We will waive Your premium provided Your disability has continued for a period greater than 6 consecutive months.

Premium payments shall continue for the 6 months of continuous Total Disability. After this 6 month period, premium shall be waived until the earliest of the following:

1. You are no longer Totally Disabled because of the Injury;
2. the Policy terminates; or
3. You attain age 70.

For purposes of this benefit, Totally Disabled means that You are: 1) unable to perform the substantial and material duties of Your regular occupation; and 2) attended to, on a regular basis, by a duly licensed physician, other than You or a member of Your immediate family.

### **SEAT BELT BENEFIT**

If a Covered Person suffers a loss of life covered under the Accidental Death Benefit, and the Injury which caused the accidental death directly resulted from an automobile accident, We shall pay to the beneficiary an additional benefit, which equals 10% of the Principal Sum up to a maximum \$10,000, provided that the Covered Person was:

1. operating or riding as a passenger in any private passenger automobile designed for use primarily on public roads; and
2. wearing an original, equipped, factory installed or manufacturer authorized and unaltered seat belt, or lap and shoulder restraint at the time of the Injury.

Verification of the Covered Person's actual use of the seat belt or lap and shoulder restraints is required as follows:

1. in the official law enforcement report of the accident, through certification by the investigation officers; or
2. by other reasonable proof, acceptable to Us.

We will not pay this benefit if the driver of the automobile in which the Covered Person was riding was either:

1. under the influence of alcohol;
  - a. A driver will be conclusively presumed to be under the influence of alcohol if the level of alcohol in his or her blood exceeds the amount at which a person is presumed, under the law of the locale in which the accident occurred, to be under the influence of alcohol or intoxicating liquor if operating a motor vehicle.
  - b. An autopsy report from a licensed medical examiner, law enforcement officer reports, or similar items shall be considered proof of the driver's intoxication. Or,
2. under the influence of any controlled substance, unless such controlled substance was prescribed by a physician and taken in accordance with the prescribed dosage.

### **COBRA BENEFIT**

If You elect the Family Plan and You suffer a loss of life which is covered under the Accidental Death Benefit, and You are covered under a participating group's medical plan, We will pay an additional benefit to continue medical insurance for Your surviving family for a period of 12 months. The amount payable under this benefit shall be the lesser of:

1. 3% of Your Principal Sum;
2. \$3,000; or
3. The actual cost to Your surviving family members to continue medical coverage for one year under the participating group's medical plan.

### **HIGHER EDUCATION BENEFIT**

If You selected the Family Plan, and suffer a loss of life which is covered under the Accidental Death Benefit, We will pay, in addition to all other benefits payable under the Policy, a "Higher Education Benefit" to each Covered Child.

A Covered Child is eligible for the Higher Education Benefit if on the date of the accident:

1. he or she is enrolled as a full-time student in an accredited college, university or trade school; or

2. he or she was at the 12th grade level and enrolls in an accredited college, university or trade school within one year from the date of the accident.

The Higher Education Benefit that will be paid by Us is equal to 5% of Your Principal Sum, to a maximum of \$5,000. This amount shall be paid annually for four consecutive years if the Covered Child continues his or her education. Before this benefit is paid each year, the Covered Child must present written proof, acceptable to Us, that he or she is attending an institution of higher learning on a full-time basis.

If, at the time of the accident, the Family Plan is selected, but there are no dependent children who qualify for this benefit, We will pay an additional benefit of \$2,000 to Your designated beneficiary.

### **DAY CARE BENEFIT**

If You elect the Family Plan and either You or Your Covered Spouse suffer a loss of life which is covered under the Accidental Death Benefit, We will pay, in addition to all other benefits payable pursuant to the Policy, a "Day Care Benefit" on behalf of each Covered Child if:

1. On the date of the accident, the Covered Child was enrolled in an Accredited Child Care Facility, or enrolls in such facility within 90 days from the date of loss; and
2. The Covered Child is under age 13.

The Day Care Benefit shall be equal to the lesser of:

1. The actual cost of the child care;
2. 3% of the Principal Sum of the Covered Person who suffered the loss of life; or
3. \$3,000.

If both You and Your Covered Spouse suffer a simultaneous loss of life, the Day Care Benefit shall be based on Your Principal Sum.

The Day Care Benefit shall be paid annually for four consecutive years if:

1. The Covered Child is under age 13 at the time of each annual payment; and
2. Proof, acceptable to Us, is received by Us that verifies that the Covered Child remains enrolled in an Accredited Child Care Facility.

An Accredited Child Care Facility means:

1. A child care facility that operates pursuant to state and local laws;
2. Is licensed by the state for such child care facilities; and
3. Has been provided with a Tax Identification Number by the Internal Revenue Service.

An Accredited Child Care Facility does not include a hospital; the child's home; a nursing or convalescent home; a facility for the treatment of mental disorders; an orphanage; or a treatment center for drug and alcohol abuse.

### **SPOUSE RETRAINING BENEFIT**

If You enrolled in the Family Plan and suffer a loss of life covered under the Accidental Death Benefit, We shall pay to, or on behalf of, Your Covered Spouse, the actual cost of any professional or trade training program in which Your Covered Spouse has enrolled, provided:

1. the purpose of the training program is to obtain an independent source of support and maintenance;
2. the actual cost is incurred within 30 months from Your death; and
3. the professional or trade training program is licensed by the state.

The maximum total payment available under this benefit shall be \$3,000.



## **SURVIVING SPOUSE BENEFIT**

If You are enrolled in the Family Plan and suffer a loss of life covered under the Accidental Death Benefit, We will pay an additional benefit to Your Covered Spouse. The monthly benefit shall be equal to 1% of Your Principal Sum and shall be paid for a period of 12 months and is in addition to any other benefits payable under the Policy.

## **OTHER COVERAGES PROVIDED BY THIS POLICY**

### **CONTINUATION OF COVERAGE AT AGE 70**

For You only, the age 70 limitation appearing in the **WHEN DOES COVERAGE TERMINATE?** section of this Certificate is deleted for the Accidental Death Benefit and the Accidental Dismemberment Benefit. At age 70, Your Principal Sum shall be based on Your previous Principal Sum per the following schedule:

<b>Age at Date of Loss</b>	<b>Percent of Principal Sum</b>
70-74	65%
75-79	45%
80-84	30%
85 & Over	15%

### **CONVERSION PRIVILEGE**

If Your insurance ceases for reasons other than termination of the Policy or nonpayment of premium, You are entitled to convert Your coverage to an Individual Accidental Death or Dismemberment Policy (IAD Policy). The new IAD Policy will be on one of Our forms and may not include all the Coverages and Enhancements of the Group Policy. You must make a written application for the IAD Policy within 31 days of the cessation of insurance under the Group Policy. You do not have to show proof of good health.

The issuance of the IAD is subject to the following conditions:

1. The Principal Sum for the IAD Policy shall be the lesser of Your Principal Sum under the Group Policy or \$250,000;
2. The premium for the IAD Policy shall be Our usual rate on file with the proper regulatory authority, if such filing is required;
3. Any IAD Policy issued shall take effect on the termination date of Your insurance under the Group Policy; and
4. When an IAD Policy becomes effective, the relationship between You and the Company shall be governed by that policy, including all terms and conditions, including benefits and termination dates.

The conversion privilege shall cease when You attain age 70.

## **WHAT ITEMS ARE EXCLUDED OR LIMITED FROM COVERAGE?**

- A.** A loss shall not be a Covered Loss if it is caused by, contributed to, or resulted from:
1. Suicide, attempted suicide, or a purposeful self-inflicted wound;
  2. War or any, act of war, declared or undeclared;
  3. A Covered Person's involvement in any type of active military service;
  4. Illness, disease or infection;
  5. Pregnancy, including childbirth, but not including complications thereof;
  6. Travel or flight in an aircraft except to the extent stated in the Hazards;
  7. Skydiving, parasailing, hanggliding, bungee-jumping, or any similar activity; or
  8. The Covered Person's participation in the commission or attempted commission of any felony or assault.
- B.** No benefits will be paid for amounts that exceed the Combined Single Limit. The Combined Single Limit, if any, is shown in the Schedule of Benefits.

## WHEN DOES COVERAGE TERMINATE?

**You.** Your insurance terminates at the end of the period for which premium has been paid and during which any of the following occurs:

- A. The Policy is terminated
- B. You cease to be an Eligible Person
- C. You fail to pay the required premium if You are so required
- D. You reach age 70 (see **CONTINUATION OF COVERAGE AT AGE 70** above).

**Covered Person other than You.** Insurance terminates at the earliest of the following;

- A. the date Your insurance terminates;
- B. the first premium due date after the person no longer qualifies as a Covered Person; or
- C. for the Covered Spouse, the date the Covered Spouse reaches age 70.

## HOW DO YOU FILE A CLAIM?

- A. **Notice.** You or the beneficiary, or someone on Your behalf, must give Us written notice of the Covered Loss within 90 days of such loss. The notice must name the Covered Person who sustained the Injury, Your name, and the Policy Number. To request a claim form, You or the beneficiary, or someone on Your behalf may contact Us at 1-866-841-4771. Send the notice to the Claims Department, Zurich American Insurance Company, P.O. Box 307010, Jamaica, NY 11430-7010, or any of Our agents. Notice to Our agents is considered notice to Us.
- B. **Claims Forms.** We will send the claimant Proof of Loss forms within 15 after We receive notice. If the claimant does not receive the Proof of Loss form in 15 days after submitting notice, he or she can send Us a detailed written report of the claim and extent of loss. We will accept this report as a Proof of Loss if sent within the time fixed below for filing Proofs of Loss.
- C. **Proof of Loss.** Written Proof of Loss, acceptable to Us, must be sent within 90 days of the loss. Failure to furnish Proof of Loss acceptable to Us within such time shall neither invalidate nor reduce any claim if it was not reasonably possible to furnish the Proof of Loss and the proof was provided as soon as reasonably possible.

## WHEN AND HOW WILL WE PAY CLAIMS?

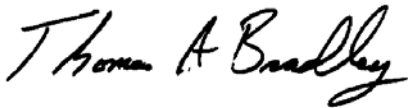
- A. **Time of Payment.** We will pay claims for all Covered Losses, other than Covered Losses for which this Policy provides any periodic payment, immediately upon receipt of written Proof of Loss that is acceptable to Us. Unless an optional periodic payment is stated or chosen, any loss to be paid in periodic payments will be paid at the end of each four week period. The unpaid balance which remains when Our liability ends will then be paid when We receive the Proof of Loss that is acceptable to Us.
- B. **Who We Will Pay.**
  - 1. **Loss of Your Life.** Covered Losses resulting from the Insured's death are paid to the named beneficiary at the time of death. If there is no beneficiary named or the named beneficiary predeceases or dies at the same time as the Insured, We will pay the benefit to the Insured's decedents who survive him or her in the following order:
    - a. the Insured's legally married spouse;
    - b. the Insured's children;
    - c. the Insured's parents;
    - d. the Insured's estate
  - 2. **Loss of Life of a Covered Person other than You.** Covered Losses for the death of a Covered Person other than You shall be paid to You. If You pre-decease or die at the same time as the Covered Person other than You, the benefit shall be paid to Your beneficiary unless the beneficiary designation has not been made or is no longer living at the time of death. In such case, the benefits shall be paid to Your estate.
  - 3. **All Other Claims.** Benefits are to be paid to You. You may direct in writing that all, or part of the Accident Medical Expense Benefit, if applicable, shall be paid directly to the party who furnished the service. The direction may be changed by You at any time up to the filing of the Proof of Loss.

- C. Physical Examination and Autopsy.** We have the right to examine a Covered Person when and as often as We may reasonably request while the claim is pending. Such examination shall be at Our expense. We can have an autopsy made unless forbidden by law.
- D. Choice of Service Provider.** The Covered Person has the sole right to choose his or her doctor and hospital.

### GENERAL POLICY CONDITIONS

- A. Assignment of Interest.** A transfer of interest is binding when We get written notice on a form acceptable to Us. We have no duty to confirm that a transfer is valid.
- B. Beneficiaries.** You have the sole right to name a beneficiary. The beneficiary has no interest in the Policy other than to receive certain payments. You may change the beneficiary at any time unless You have assigned the interest in the Policy. In such case, the person who You have assigned the interest in the Policy to may have the right to change the beneficiary. Consent to a change by a prior beneficiary is not needed unless the previous beneficiary was designated as irrevocable. Any beneficiary designation must be in writing on a form acceptable to Us.
- C. Suit Against Us.** No action on this Policy may be brought until 60 days after written Proof of Loss has been sent to Us. Any action must commence within 3 years (5 years in Kansas and Tennessee; and 6 years in South Carolina and Wisconsin) of the date the written Proof of Loss was required to be submitted. If the law of the state where the Covered Person lives makes such limit void, then the action must begin within the shortest time period permitted by law.
- D. Conformity with Statute.** Terms of this Policy that conflict with the laws of the state where it is delivered are amended to conform to such laws.
- E. Change or Waiver.** A change or waiver of any terms or conditions of this Policy must be issued by Us in writing and signed by one of Our executive officers. No agent has authority to change or waive Policy terms or conditions. A failure to exercise any of Our rights under this Policy shall not be deemed as a waiver of such rights in the same or future situations.
- F. Clerical Error.** A clerical error or omission will not increase or continue Your coverage or benefits which otherwise would not be in force. If You apply for insurance which You are not eligible, We shall only be liable for any premiums paid to Us.

In Witness Whereof, We have caused the Policy to be executed and attested, and, if required by state law, the Policy shall not be valid unless countersigned by Our authorized representative.



Thomas A. Bradley  
President  
Zurich American Insurance Company



David Bowers  
Corporate Secretary  
Zurich American Insurance Company