



*Trustees of Schools Insurance Fund presents*

# **Group Accidental Death and Dismemberment Insurance Plan**

*...protection against the unexpected.*

**W.M.H.I.P. Plan**

SCHEDULE OF BENEFITS

FOR

SUPERINTENDENT  
OTTAWA AREA INTERMEDIATE SCHOOL DISTRICT  
HOLLAND, MICHIGAN

GROUP EFFECTIVE DATE: DECEMBER 1, 2008

**AMOUNT OF PRINCIPAL SUM**

\$200,000; or the amount listed in the Zurich Joinder Agreement.

**ACTIVELY AT WORK PROVISION**

Coverage will become effective on the date designated by the employer's administrative guidelines or Group Life carrier requirements.

**CONTINUATION OF COVERAGE**

We will pay benefits for loss resulting from a covered accident for an employee age 70 and over as follows:

<b>Age at Date of Loss</b>	<b>Benefit Amount Based on Principal Sum</b>
70	50%

Coverage Terminates at Retirement.

**WAIVER OF PREMIUM**

If an employee suffers an injury that results in Total Disability before their 60th birthday, the Amount of Insurance will continue for the employee from the date of Total Disability without further payment of premiums. Notification must be given the company within twelve months after the employee ceases to be actively at work. The waiver of premium will begin on the first of the month following six months of total disability in a row.

We have the right to have a Doctor designated by us, examine the employee for proof of continuing Total Disability.

The Waiver of Premium for an employee ceases on the earliest of :

1. the date they cease to be Totally Disabled;

2. the date they fail to furnish any required proof of continuing disability;
3. the date they fail to submit to any required examination;
4. the date they attain age 70, or
5. the date the employee retires.

## **ZURICH AMERICAN INSURANCE COMPANY**

(hereinafter as the Insurer called the Company)

Having issued Blanket Accident Policy Number GTU 4848364 to cover the eligible employees of the schools associated with the West Michigan Health Insurance Pool (W.M.H.I.P.) who have enrolled by Joinder Agreement in the Trust.

The insurance evidenced by this document provides ACCIDENT insurance only. It does not provide coverage for sickness. This document 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 this document and the Policy, the Policy shall govern.

### **IMPORTANT NOTICE - THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS.**

#### **DEFINITIONS**

**Coverages** mean the losses for which the Policy provides benefits. The Coverages included in the Policy are described in the Summary of Insurance Coverage Provided section of this document.

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

**Dependent Children** as it is used in the Higher Education Benefit and the Day Care Benefit mean child(ren) of the Insured who rely on the Insured for more than 50% of their support, are dependents of the Insured for Federal Income tax purposes, and are either: 1) less than 19 (nineteen) years of age; or 2) is less than 23 (twenty-three) years of age and enrolled on a full-time basis in a college, university, or trade school.

**Eligible Employer** means an Employer who has completed a Joinder Agreement affixing themselves to the Trust.

**Hazards** are those events insured against by this Policy. For this Policy, they are an Injury sustained by an Insured anywhere in the world subject to certain limitations and exclusions.

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

**Loss** means:

- a. For a foot or hand, actual severance through or above an ankle or wrist joint.
- b. Actual severance through 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.

**Loss of Use** means total paralysis of a limb or limbs determined by competent medical authority to be complete and irrecoverable.

**Policy** means the Blanket Accident Insurance Policy listed above.

**Policyholder** means the Trustees of Schools Insurance Fund W.M.H.I.P.

**Principal Sum** is the amount that certain benefits are calculated from. Your Principal Sum is equal to the Group Life benefit as shown in the Joinder Agreement.

**Terms** means provisions, limitations, exclusions, and definitions.

**You, Your or Insured** means an individual eligible for insurance as described above

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

## SUMMARY OF INSURANCE COVERAGE PROVIDED

- (1) **Loss of Life.** If injury to You results in loss of life, We will pay the Principal Sum shown in the Joinder Agreement. Death must occur within 365 days of the accident.
- (2) **Loss of Limb, Speech, Sight, or Hearing, or Loss of Use of a Limb or Limbs.** If injury to You results in any of the following losses, We will pay the benefit shown below. Loss must occur within 365 days of the accident. The amounts are based on Your Principal Sum.

<b>For Loss of:</b>	<b>Benefit</b>
Life	Principal Sum
Both Hands or Feet or Sight of Both Eyes	Principal Sum
One Hand or Foot and Sight of One Eye	Principal Sum
One Hand and One Foot	Principal Sum
Speech and Hearing	Principal Sum
One Hand	1/2 Principal Sum
One Foot	1/2 Principal Sum
Entire Sight of One Eye	1/2 Principal Sum
Speech or Hearing	1/2 Principal Sum
Thumb and Index Finger of the Same Hand	1/4 Principal Sum
Use of Four Limbs	Principal Sum
Use of Three Limbs	3/4 Principal Sum
Use of Two Limbs	2/3 Principal Sum
Use of One Limb	1/2 Principal Sum

Only one benefit, the largest to which You are entitled, is payable for all losses resulting from one accident.

- (3) **Exposure.** If You are exposed to weather because of an accident and this results in a loss otherwise covered by this Policy, We will pay such loss subject to all Policy terms and conditions.
- (4) **Disappearance.** If the conveyance in which You are riding disappears, is wrecked, or sinks, and You are not found within 365 days of the event, We will presume You lost Your life as a result of Injury. We will pay the benefit shown for Loss of Life, subject to all Policy terms,
- (5) **Air Travel Benefits.** Insurance provided under the Policy includes injury sustained while You are 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 FAA or its successor or an equivalent certification from a foreign government. The aircraft must be operated by a pilot with a current and valid medical certificate and pilot certificate with proper rating to pilot such aircraft, or (B) any transport type aircraft operated by the Armed Forces of the United States or America or the Armed Forces of any foreign government.
- (6) **Higher Education Benefit.** If You have Dependent Children, 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 Dependent Child.

A Dependent 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 3% of Your Principal Sum, to a maximum of \$25,000. This amount shall be paid annually for four consecutive years if Your Dependent Child continues his or her education. Before this benefit is paid each year, Your Dependent Child must present written proof, acceptable to Us, that he or she is attending an institution of higher learning on a full-time basis.

**(7) Day Care Benefit.** If You 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 Dependent Child if:

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

The Day Care Benefit shall equal the lesser of:

1. the actual cost of the child care
2. 3% of Your Principal Sum; or
3. \$3,000.

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

1. Your Dependent 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 Your Dependent 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.

**(8) Felonious Assault Benefit.** If You sustain a loss of life that is covered under the Accidental Death Benefit, as a result of a violent or criminal act committed by someone other than You, a fellow employee or a member of Your family, We will pay an additional benefit equal to 10% of Your Principal Sum to a maximum of \$10,000, provided:

1. the Injury is incurred in connection with the Policyholder’s normal business on the Policyholder’s premises; and
2. the crime directly involves the Policyholder’s funds or assets.

This benefit applies only to the crimes or attempted crimes of robbery, theft, hold-up or kidnapping.

**(9) Seat Belt Benefit.** If You suffer 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 Your beneficiary an additional benefit, which equals 10% of Your Principal Sum up to a maximum of \$10,000, provided that You were:

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 Your 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 You were 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/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.

**(10) Continuation of Insurance.** Provisions for this benefit match those in the Group Life Plan as described in the Joinder Agreement.

#### **(11) Travel Assistance Coverage**

##### **Definitions**

**“Child”** or **“Child(ren)”** means a dependent unmarried child of the person insured who relies on the person insured for more than 50% of his or her support and is taken as a dependent on the Federal Income Tax Return of the person insured and is either: 1) less than 19 years of age; or 2) more than 19 years of age but less than 23 years of age and enrolled on a full-time basis in a college, university, or trade school, or satisfies neither 1 or 2 above but who prior to age 19 became incapable of self-sustaining employment by reason of mental retardation or physical handicap..

**“Covered Person”** means:

- a) if the Policyholder pays the premium for the Policy, the person insured under the Policy and that person's Spouse and/or Child(ren) if the Spouse and/or Child(ren) are with the person insured while he or she is covered under the Policy. The Spouse and/or Child(ren) will not be covered while making a side trip without the person insured, or
- b) if the person insured pays the premium for coverage under the Policy, the person insured under the Policy and that persons Spouse and/or Child(ren) if the Spouse and/or Child(ren) are covered under the Policy.

**“Covered Trip”** means when a Covered Person is traveling more than 100 miles from his or her Principal Residence and such travel is covered under the Policy and is not excluded under the EXCLUSIONS AND LIMITATIONS set forth below.

**“Illness”** or **“Ill”** means a sickness or disease which impairs normal functions of the body.

**“Injured”** **“Injury”** or **“Injuries”** means a bodily injury or injuries and is not limited to accidental bodily injuries.

**“Principal Residence”** means the legal domicile of the Covered Person.

**“Spouse”** means legally married to the person insured.

**“Western Medical Standards”** means generally accepted medical standards comparable to those in the United States, Canada or Western Europe.

For the purpose of Travel Assistance Coverage, if there are any differences in the definition of a term between the Travel Assistance Coverage and the Policy, the definition in the Travel Assistance Coverage shall govern.

### **Medical Evacuation**

If a Covered Person is Injured or Ill on a Covered Trip and is being treated in a hospital, medical facility, clinic or by a medical provider which based upon Our evaluation cannot provide medical care in accordance with Western Medical Standards, We will arrange for, and cover the cost for, the transport of the Covered Person to the nearest hospital or medical facility which can provide such care. We must be contacted prior to the transport and We must pre-authorize the transport for coverage to apply. No transport will be arranged for and/or covered without the prior recommendation of the attending physician.

For the limited purpose of determining Our liability, We have the sole right to determine the standard of care of a hospital or medical facility, clinic or medical provider.

### **Medical Repatriation**

If a Covered Person is Injured or Ill on a Covered Trip and has sufficiently recovered to travel in a non-scheduled commercial air flight or a regularly scheduled air flight with special equipment and/or personnel with minimal risk to his or her health, We will arrange for, and cover the cost for, the transport of the Covered Person to his or her Principal Residence or to his or her residence in the country where he or she is currently assigned (at his or her option) in such transportation. We must be contacted prior to the transport and We must pre-authorize the transport for coverage to apply. No transport will be arranged for and/or covered without the prior recommendation of the attending physician. For the limited purpose of determining Our liability, We have the sole right to determine the scheduling, the mode of transportation and the special equipment and/or personnel which are covered.

### **Non-Medical Repatriation**

If a Covered Person is Injured or Ill on a Covered Trip and has sufficiently recovered to travel in a regularly scheduled economy class air flight without special equipment or personnel with minimal risk to his or her health, We will pay for the increase in cost to change the travel date on the return air flight and/or for an upgrade in the seating to his or her Principal Residence or to the country where he or she is currently assigned (at his or her option). We must be contacted prior to the transport and We must agree to the change in the travel date and/or upgrade for coverage to apply which is also subject to the prior recommendation of the attending physician. The upgrade shall be subject to Our sole discretion.

### **Return of Remains**

If a Covered Person dies while on a Covered Trip, We will pay and make arrangement for the local preparation of the body for transport or cremation (not including the cost of cremation), travel clearances and authorizations, standard shipping container (not including urn or coffin) and transportation of the body or remains to its country of destination. We must be contacted prior to the preparation and transportation of the body and We must pre authorize the services and transportation for coverage to apply.

### **Visit to Hospital**

If a Covered Person is scheduled to be hospitalized for more than 7 consecutive days while on a Covered Trip, We will arrange for, and cover the cost of, a regularly scheduled round trip economy class air flight of the person chosen by the Covered Person to visit the Covered Person while he or she is hospitalized. We must pre authorize the transportation for coverage to apply.

### **Return of Child**

If a Covered Person is traveling with a child who is under 19 years of age or a child who prior to age 19 became incapable of self-sustaining employment by reason of mental retardation or physical handicap and remains chiefly dependent upon the Covered Person for support and maintenance while on a Covered Trip and due to the Illness or Injury to the Covered Person such child(ren) is left unattended, We will arrange for, and cover the cost of, the transport of the child(ren) by a regularly scheduled economy class air flight to the location chosen by the Covered Person and for an attendant, if applicable. We must pre-authorize the transportation of the child(ren) and attendant, if applicable, for coverage to apply.



### **Return of Companion**

If a Covered Person is traveling with a companion while on a Covered Trip and due to the Illness or Injury to the Covered Person the Covered Person cannot complete the Covered Trip as scheduled, We will pay for the lesser of the change fee for the companion's return air flight or a one way economy class flight, whichever is less. We must pre-authorize such costs for coverage to apply.

### **Right of Recovery**

We have the right to recover any benefits which We have paid under this coverage if the Policyholder or Covered Person recovers any money from a third party for the expenses incurred by the Policyholder or Covered Person which were covered under this Travel Assistance Coverage. We will be reimbursed from such recovery and We will have a lien against that recovery. We have the right to recover any benefits from the Covered Person for transportation services and/or expenses which were not covered under the Travel Assistance Coverage.

### **Exclusions and Limitations**

We will not provide the coverage if the coverage is excluded under SECTION II- EXCLUSIONS AND LIMITATIONS of the Policy, or if:

1. the Covered Trip was undertaken for the specific purpose of securing medical treatment.
2. the Injuries or Illness requiring medical services resulted from the Covered Person being under the influence of any controlled substance, unless such controlled substance was prescribed by a physician and was taken in accordance with the prescribed dosage.
3. with respect to a MEDICAL EVACUATION, the medical care which is being provided is consistent with Western Medical Standards. We have sole discretion in making that determination.
4. with respect to MEDICAL EVACUATION, it is not medically necessary to transport the Covered Person to another hospital or medical facility. We have the sole discretion in making that determination.
5. based upon the medical condition of the Covered Person and/or the local conditions and circumstances, We determine that MEDICAL EVACUATION or MEDICAL REPATRIATION is not appropriate. We have sole discretion in making that determination.
6. any local, state, country or international law prohibits the provision of the transportation or services provided for under this coverage. We shall be fully and completely excused from performance and discharged from any contractual obligation.
7. We did not pre-authorize the transportation and/or services.

### **Reservation of Rights**

We reserve the right to suspend, curtail or limit Our coverage in any area in the event of rebellion, riot, military uprising, war, terrorism, labor disturbance, strike, nuclear accident, act of God or refusal of authorities to permit Us to provide services or any country for which a travel warning has been issued by the Department of State of the United States of America.

### **Scope**

The Illness coverage provided under Travel Assistance Coverage applies solely to the Travel Assistance Coverage and in no way supercedes or modifies the other coverages provided under this Policy.

## **COVERAGE EXCLUDED**

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. Your 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 **(5) Air Travel Benefits** on page 2;
7. skydiving, parasailing, hanggliding, bungee-jumping, or any similar activity; or
8. Your participation in the commission or attempted commission of any felony.

## **CONVERSION PRIVILEGE**

If Your insurance ceases for reasons other than termination of the Policy, 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 Your cessation of insurance under the Group Policy. You do not have to show proof of good health.

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

1. The Principal Sum for the IAD Policy shall be the lesser of the Insured's Principal Sum under the Group Policy or \$100,000;
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 the insured's insurance under the Group Policy; and
4. When an IAD Policy becomes effective, the relationship between the Insured 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.

## **WHEN DOES COVERAGE TERMINATE?**

Your Insurance terminates at the end of the period for which premium has been paid and during which any of the following occurs:

1. the Joinder Agreement is terminated;
2. the Policy is terminated;
3. You cease to be an Eligible Employee;
4. the Policy lapses due to non-payment of premium by the Employer; or,
5. You reach age 70, subject to the provisions for the continuation of coverage at age 70 as they appear for the Group Life Plan in the Joinder Agreement.

## HOW TO FILE A CLAIM

1. **Notice.** The Insured or the beneficiary, or someone on their behalf, must give Us written notice of the Covered Loss within 90 days of such loss. The notice must name the Insured, 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.
2. **Claims Forms.** We will send the claimant Proof of Loss forms within 15 days 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.
3. **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.

## PAYMENT OF CLAIMS

- A. **Time of Payment.** We will pay claims for all Covered Losses, other than Covered Losses for which the Policy provides any periodic payment, immediately upon receipt of written Proof of Loss (that is acceptable to Us). Unless an optional periodic payment time is named, 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. **Your Loss of Life.** Covered Losses resulting from Your death are paid to Your named beneficiary at the time of death. If there is no beneficiary named or Your named beneficiary predeceases or dies at the same time as You, We will pay the benefit to Your decedents who survive You in the following order:
    - a. Your legally married spouse;
    - b. Your children;
    - c. Your parents;
    - d. Your brothers and sisters;
    - e. Your estate.
  2. All Other Claims. Benefits are to be paid to You.
- C. **Physical Examination and Autopsy.** We have the right to examine You 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 performed unless forbidden by law.
- D. **Choice of Service Provider.** You have the sole right to choose Your doctor and hospital.

## GENERAL POLICY CONDITIONS

- A. **Assignment of Interest.** A transfer of interest is binding when We receive 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 the Policy may be brought until 60 days after written Proof of Loss has been sent to Us. Any action must commence within 3 years (five (5) years in Kansas and Tennessee and six (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 Insured lives makes such limit void, then the action must begin within the shortest time period permitted by law.
- D. Conformity with Statute.** Terms of the 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 the 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 the 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 for which You are not eligible, We shall only be liable for any premiums paid to Us.

This is a summary of the benefits and other main terms of the Policy. It is not a Policy. It does not change or extend any coverages. The Benefits stated herein may be changed or ended in accordance with the terms of the Policy. If there is any discrepancy between the Policy and this document, the Policy will govern.

The Policy is in the possession of the Policyholder. It may be inspected by You at any time during business hours at the office of the Policyholder.