# YOUR GROUP PERSONAL ACCIDENT INSURANCE PLAN

For Employees of

Harlingen Consolidated Independent School District

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This certificate provides coverage for losses due to ACCIDENTS only. It does not provide insurance coverage for sickness or losses due to sickness.

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### Texas Residents: Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

#### **ReliaStar Life Insurance Company**

To get information or file a complaint with your insurance company:

Call: Customer Contact Center Manager at 1-800-955-7736

Toll-free: 1-888-238-4840 for Life Insurance and 1-877-236-7564 for Supplemental Benefits Insurance

Email: LifeClaims@voya.com

Mail: 20 Washington Avenue South, Minneapolis, MN 55401

#### The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: <u>www.tdi.texas.gov</u>

Email: <u>ConsumerProtection@tdi.texas.gov</u>

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

#### Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamacion o con su prima de seguro, llame primero a su compania de seguros. Si no puedo resolver el problema, es possible que el Departamento de Seguros de Texas (Texas Department of Insurance, pro su nombre en ingles) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, tamblen debe presenter una queja a traves del proceso de quejas o de apelaciones de su compania de seguros. Si no lo hace, podria perder su derecho para apelar.

#### ReliaStar Life Insurance Company

Para obtener informacion o para presenter una queja ante su compania de seguros:

Llame a: Customer Contact Center Manager at 1-800-955-7736

Telefono gratuito: 1-888-238-4840 for Life Insurance and 1-877-236-7564 for Supplemental Benefits Insurance

Correo electronico: LifeClaims@voya.com

Direccion postal: 20 Washington Avenue South, Minneapolis, MN 55401

# El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacion ada con los seguros o para presenter una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: <u>www.tdi.texas.gov</u>

Correo electronico: <u>ConsumerProtection@tdi.texas.gov</u>

Direccion postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

### RELIASTAR LIFE INSURANCE COMPANY Minneapolis, Minnesota 55440

ReliaStar Life Insurance Company (ReliaStar Life) certifies that it has issued the Group Policy listed below to the Policyholder. All benefits are controlled by the terms and conditions of the Group Policy.

The Group Policy is on file in the Policyholder's office. You may look at the Group Policy there.

#### Group Policy Number 66685-8PAI

Policyholder Harlingen Consolidated Independent School District

The Dependent's Insurance part of this certificate applies to you only if you are insured for it.

The certificate summarizes and explains the parts of the Group Policy which apply to you. This certificate is not an insurance policy. In any case of differences or errors, the Group Policy rules.

This certificate replaces any other certificates ReliaStar Life may have given you under the Group Policy.

Julie nelson

Registrar

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

# SCHEDULE OF BENEFITS

# Accidental Death and Dismemberment (AD&D) Insurance

# Class

# Full Amount of AD&D Insurance\*

All Eligible Employees

\$20,000 to a maximum of \$500,000, in \$10,000 increments.

\*Beginning on and after your 70th birthday, ReliaStar Life decreases the amount of your insurance. ReliaStar Life pays a percentage of the amount otherwise payable as follows:

- From your 70th birthday to age 75, ReliaStar Life pays 65%,
- From your 75th birthday to age 80, ReliaStar Life pays 40%,
- From your 80th birthday to age 85, ReliaStar Life pays 25%,
- From your 85th birthday and after, ReliaStar Life pays 15%.

# Dependent Accidental Death and Dismemberment (AD&D) Insurance

Class	Full Amount of AD&D Insurance
Option I: • Spouse	50% of Employee Benefit Amount
<ul> <li>Option II:</li> <li>Spouse</li> <li>Child (each) <ul> <li>less than 19 years of age and student dependent</li> <li>19 but less than 25 years of age</li> </ul> </li> </ul>	40% of Employee Benefit Amount 10% of Employee Benefit Amount
<ul> <li>Option III:</li> <li>Child (each) <ul> <li>less than 19 years of age and student dependent</li> <li>19 but less than 25 years of age</li> </ul> </li> </ul>	15% of Employee Benefit Amount

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# **EMPLOYEE'S INSURANCE**

# Eligibility

You are eligible on the date you start continuous service with the Policyholder.

You must meet the following conditions to become insured -

- Be eligible for the insurance.
- Be actively at work.
- Apply for the insurance, if you have to pay any part of the premium.

### Effective Date of Employee's Insurance

- Your insurance starts on the latest of the following dates:
- The date you become eligible.
- The date you return to active work if you are not actively at work on the date insurance would otherwise start. **Exception:** Your insurance starts on a nonworking day if you were actively at work on your last scheduled working day before the nonworking day.
- The date you apply for insurance, if you have to pay any part of the premium.

# Effective Date of Change in Amount of Insurance

If there is an increase in the amount of your insurance, the increase will take effect on -

- the effective date of the increase, if you are actively at work on that date.
- the date you return to active work, if you are not actively at work on the date your insurance increases.
- the nonworking day on which the increase was effective, if you were actively at work on your last scheduled working day before the nonworking day.

A decrease in the amount of your insurance will take effect on the date of the decrease.

### **Termination of Insurance**

Your insurance stops on the earliest of the following dates:

- The last day of the month during which you were last actively at work for the Policyholder.
- The last day of the month during which you are no longer eligible for insurance under the Group Policy.
- The date the Group Policy stops.
- The end of the period for which you paid premiums, if you do not make the next required premium contribution when due.
- The last day of the month during which you retire.

ReliaStar Life stops providing a specific benefit to you on the date that benefit is no longer provided under the Group Policy.

# Family and Medical Leave Act of 1993

Certain employers are subject to the FMLA. If you have a leave from active work certified by your employer, then for purposes of eligibility and termination of coverage you will be considered to be actively at work. Your coverage will remain in force so long as you continue to meet the requirements as set forth in the FMLA.

### **Non-Medical Reasons**

If you stop active work because of non-medical leave of absence, temporary layoff, or the Policyholder suspending operations, the Policyholder may continue your Insurance to the end of the first policy month after the policy month you stop active work.

#### Sickness or Accidental Injury

If you stop active work because of sickness or accidental injury, the Policyholder may continue your Insurance to the end of the first policy month after the policy month you stop active work.

# **DEPENDENT'S INSURANCE**

# Eligibility

You are eligible for Dependent's Insurance on the later of the following dates:

- The date you are eligible for Employee's Insurance.
- The date you first acquire a dependent.

You must meet all of the following conditions to become insured for Dependent's Insurance:

- Be insured for Employee's Insurance.
- Apply for Dependent's Insurance, if you must pay any part of the premium. You must apply for all dependents you have within 31 days of the date you are eligible for Dependent's Insurance.

If you and your spouse are insured as employees under the Group Policy, either you or your spouse, but not both, can apply for Dependent's Insurance. If the spouse carrying the Dependent's Insurance stops being insured as an employee, the other spouse may become insured for Dependent's Insurance by applying within 31 days.

#### **Effective Date of Dependent's Insurance**

Your Dependent's Insurance starts on the latest of the following dates:

- The date you become eligible for Dependent's Insurance.
- The date you apply for Dependent's Insurance, if you have to pay any part of the premium.

A newborn dependent is insured from the date of birth if you apply within 31 days following the date of birth.

If you are insured for Dependent's Insurance and you acquire a new dependent by birth, marriage, adoption or are a party in a suit for adoption, you must apply for coverage for the new dependent within 31 days following the event. Coverage for the new dependent is effective on the date of the event. If required by state law, a newborn dependent is insured automatically for the first 31 days after birth.

#### Effective Date of Change in Amount of Insurance

If there is an increase in the amount of your dependent's insurance, the increase will take effect on the effective date of the increase.

A decrease in the amount of your dependent's insurance will take effect on the date of the decrease.

#### **Termination of Insurance**

Your Dependent's Insurance stops on the earliest of the following dates:

- The date the Dependent's Insurance part of the Group Policy stops.
- The date the Group Policy terminates.
- The end of the period for which you made your last premium contribution for Dependent's Insurance if you do not make the next required contribution when due.
- The date your insurance stops.
- The last day of the month during which your insured dependent is no longer a dependent as defined.

ReliaStar Life stops providing a specific benefit under your dependent's insurance on the date that benefit is no longer provided under the Group Policy.

#### Family and Medical Leave Act of 1993

If your coverage remains in force due to a certified leave under the FMLA, then your dependents' coverage will also remain in force so long as you continue to meet the requirements as set forth in the FMLA.

### **Continuation of Insurance**

Your insured dependent's insurance may be continued. Premiums must be paid. Your insured dependent's insurance stops on the earlier of:

- the end of the period for which the last premium was paid if the next premium is not paid on time, or
- the date your insurance stops.

Your insured dependent's continuation is subject to all other terms of the Group Policy.

#### You Stop Active Work

If you stop active work and your insurance is being continued, your dependent's insurance will also be continued as shown in the Employee's Insurance part of this certificate.

# **DEPENDENT'S INSURANCE**

# Handicapped Dependent Child

If your insured dependent child is physically handicapped or mentally retarded and reaches the maximum age for Dependent's Insurance, you may continue this child's insurance as long as all required premiums are paid. You must give ReliaStar Life proof that:

- The child is handicapped and not self-supporting.
- The child became handicapped before reaching the maximum age for Dependent's Insurance.
- The child is dependent on you for support.

Proof must be given within 31 days after the date the child reaches the maximum age for insurance. Before granting a continuation of this child's insurance, ReliaStar Life may require that a doctor examine the child. ReliaStar Life will specify the doctor and pay the fee for all exams ReliaStar Life requires. During the 2 years after the child reaches the maximum age, ReliaStar Life may ask for regular proof of the child's continued handicap. After the 2 year period, ReliaStar Life will not ask for proof, including doctor's exams, more often than once a year.

This handicapped child's continuation stops on the **earliest** of the following dates:

- The date the child becomes covered under any other group plan.
- The date the child is no longer handicapped.
- The date you do not give ReliaStar Life proof of the child's handicap when requested.
- The end of the period for which you paid premiums for this continuation, if you do not make the next required premium contribution when due.
- The date your Dependent's Insurance would otherwise stop under the Group Policy.

# Accidental Death & Dismemberment (AD&D) Insurance

ReliaStar Life pays this benefit for covered losses due to a covered accident. All of the following conditions must be met:

- You are covered for AD&D Insurance on the date of the accident.
- The loss occurs within 180 days of the date of the accident.
- The cause of the loss is not excluded.

Unless otherwise indicated, ReliaStar Life pays only one Full Amount for losses and benefits while the Group Policy is in effect. The Full Amount is shown on the Schedule of Benefits. For example, if you have a loss for which ReliaStar Life paid 50% of the Full Amount, ReliaStar Life pays no more than 50% of the Full Amount for the next loss.

#### AD&D Benefit

### **Covered Accident Resulting In:**

#### The benefit is:

Loss of life Loss of both hands, both feet or sight of both eyes Loss of one hand and one foot	Full Amount
Loss of speech and hearing in both ears	Full Amount
Loss of one hand or one foot and sight of one eye	Full Amount
Loss of one hand or one foot or sight of one eye	
Loss of speech	25% of Full Amount
Loss of hearing in both ears	25% of Full Amount
Loss of thumb and index finger of same hand	25% of Full Amount
Paralysis of one limb	25% of Full Amount
Paralysis of three limbs	75% of Full Amount
Quadriplegia	Full Amount
Paraplegia	
Hemiplegia	

Loss of hands or feet means loss by being permanently, physically severed at or above the wrist or ankle. Loss of sight means total and permanent loss of sight. Loss of speech and hearing means total and permanent loss of speech and hearing. Loss of thumb and index finger means loss by being permanently, physically, entirely severed.

Unless otherwise indicated, ReliaStar Life does not pay a benefit for loss of use of one or both hands or feet, or thumb and index finger of the same hand.

**Quadriplegia** means total paralysis of all four limbs. **Paraplegia** means total paralysis of both lower limbs. **Hemiplegia** means paralysis of one arm and one leg on the same side of the body.

Unless otherwise indicated, paralysis must be the result of a spinal cord injury which is due to an accident. ReliaStar Life does not pay an AD&D benefit for any paralysis caused by a stroke. Paralysis must be determined by a doctor to be permanent, complete and irreversible.

Death benefits are paid to your beneficiary. Unless otherwise indicated, all other benefits are paid to you.

#### Exposure and Disappearance Benefit

ReliaStar Life pays an Exposure benefit if:

- the loss of use of hands, feet, thumb and index finger of the same hand, or paralysis is caused by exposure to the elements, and
- is the result of a covered accident.

ReliaStar Life pays a **Disappearance** benefit if:

- you are in a conveyance, including but not limited to an automobile, airplane, ship or train, that disappears, sinks or wrecks; and
- you disappear and your body is not found, and the disappearance is the result of a covered accident; and
- a reasonable period of time, but no more than one year, has lapsed since the accident, and

• ReliaStar Life has reviewed all evidence and there is no reason to believe that you are living.

The amount payable for the Exposure benefit is the amount of AD&D benefit otherwise payable for the loss. The amount payable for the Disappearance benefit is the Full Amount.

Exposure benefits are paid to you if living, otherwise to your beneficiary. Disappearance benefits are paid to your beneficiary.

If ReliaStar Life pays the Disappearance benefit and it is later found you are alive, the amount of benefits paid must be refunded to ReliaStar Life.

#### Safe Driver Benefit

ReliaStar Life pays a **Safe Driver** benefit in addition to the AD&D benefit and subject to the exclusions listed below if you were:

- killed due to an automobile accident, and
- wearing a properly fastened safety belt at the time of the accident.

An additional amount will be paid if you were also driving in or riding in an automobile equipped with a factory installed airbag that operated properly upon impact.

# For loss of:

#### The benefit is:

Life (with safety belt only)	An additional 10% of Full Amount of Supplemental AD&D benefit
	to a maximum of \$25,000
	to a maximum or \$25,000
Life (with safety belt	
and airbag)	An additional 15% of Full Amount
	of Supplemental AD&D benefit
	to a maximum of \$40,000

**Automobile** means any self-propelled private passenger vehicle which has four or more tires and which is not being used for commercial purposes. **Safety belt** means a passenger restraint system properly installed in the vehicle in which you were riding. **Airbag** means an additional restraint system which inflates for added protection to the head and chest areas.

ReliaStar Life will not pay the Safe Driver benefit if the loss of life was caused directly or indirectly by any use of intoxicating liquors, marijuana, narcotic drugs, depressants or similar substances, whether or not prescribed by a doctor, by you or by the driver of the automobile in which you were riding.

Safe Driver benefits are paid to your beneficiary.

#### **Coma Benefit**

ReliaStar Life pays a **Coma** benefit if, due to a covered accident, you are in a coma. Coma benefit payments will stop when you are no longer in a coma or when maximum benefits have been paid, whichever comes first.

# In the event of:

#### The benefit is:

**Coma** means that you remain unresponsive to any stimuli and speechless for a period of time not less than 30 days, as determined by a doctor.

If you are physically and mentally incapable of receiving and cashing Coma benefit payments, then the payments instead will be made to a person legally authorized to receive the payments on your behalf.

# **Training Benefit**

If you die due to a covered accident, ReliaStar Life will pay a **Training** benefit in addition to the AD&D benefit for the actual cost of any professional or trade training program in which your spouse has enrolled. The Training benefit is subject to the following conditions:

- the training program must be for the purpose of obtaining an independent source of support and maintenance; and
- the actual cost must be incurred within 30 months of your death.

# For: The benefit is: Training ...... An additional 5% of Full Amount of Supplemental AD&D benefit to a maximum of \$5,000

Training benefits are paid to your spouse.

### **Transportation Benefit**

ReliaStar Life pays a **Transportation** benefit in addition to the AD&D benefit if you die due to a covered accident that occurs at least 75 miles from your primary residence.

For:	The benefit is:
Transportation	An additional 2% of Full Amount of Supplemental AD&D benefit to a maximum of \$2,000

Transportation benefits are paid to your beneficiary.

### Elder Care Benefit

ReliaStar Life pays an **Elder Care** benefit in addition to the AD&D benefit if you die due to a covered accident while an elderly relative is dependent on you for support and maintenance.

For:	The benefit is:
Elder Care	An additional 5% of Full Amount
	of Supplemental AD&D benefit to a maximum of \$5,000

**Elderly relative** means a person age 65 or over who is residing in your primary residence at the time of the covered accident and who is your spouse, your sibling, your parent, your grandparent, or the sibling, parent or grandparent of your spouse.

Elder Care benefits are paid to your beneficiary. Benefits are payable for only one elderly relative.

# **Common Carrier Benefit**

ReliaStar Life pays a **Common Carrier** benefit in addition to the AD&D benefit if you suffer a covered loss due to an accident, and the loss occurs while traveling:

• as a fare paying passenger,

- in or on or entering into or alighting from a public conveyance, and
- the public conveyance is operated by a licensed common carrier for passenger service.

For:	The benefit is:
Common Carrier	An additional 50% of
	the Supplemental AD&D benefit
	otherwise payable for this loss
	to a maximum of \$50,000
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Common Carrier benefits are paid to you if living, otherwise to your beneficiary.

# **Occupational Assault Benefit**

ReliaStar Life pays an **Occupational Assault** benefit in addition to the AD&D benefit if you suffer a covered loss due to an accident, **and:** 

- the loss is due to an intentional and unlawful act of physical violence directed at you by another person,
- you are actively at work, performing assigned duties on behalf of the Policyholder at the time of the assault, and
- a report of criminal activity has been filed on your behalf with the appropriate law enforcement authority within 48 hours of the assault.

#### For loss due to:

#### The benefit is:

Occupational Assault ...... An additional 100% of the Supplemental AD&D benefit otherwise payable for this loss to a maximum of \$10,000

Occupational Assault benefits are paid to you if living, otherwise to your beneficiary.

# **Burn Disfigurement Benefit**

ReliaStar Life pays a **Burn Disfigurement** benefit if due to a covered accident you suffer disfigurement due to burns covering at least 5% of your body.

#### For:

# The benefit is:

to a maximum of \$30,000

**Burn Disfigurement** means damage to the skin or other body parts resulting in permanent scarring caused by extreme heat, flame, contact with heated objects, or chemicals.

Burn Disfigurement benefits are paid to you if living, otherwise to your beneficiary.

#### **Rehabilitation Benefit**

ReliaStar Life pays a **Rehabilitation** benefit in addition to the AD&D benefit if you receive rehabilitation services due to a covered loss, subject to all the following conditions –

- Rehabilitation services must be received within 2 years of the covered accident.
- Only one maximum benefit is payable for all losses or injuries due to the same covered accident.
- No benefit is payable if you are entitled to benefits under any Workers' Compensation or similar law.

#### For:

#### The benefit is:

Rehabilitation ...... An additional 2% of Full Amount of Supplemental AD&D benefit to a maximum of \$5.000

Rehabilitation benefits will only be paid for covered AD&D losses, and the rehabilitation services must be prescribed by a doctor.

Rehabilitation benefits are paid to you if living, otherwise to your beneficiary.

# Accidental Death and Dismemberment Exclusions

ReliaStar Life does not pay benefits for loss directly or indirectly caused by any of the following:

- Suicide or intentionally self-inflicted injury, while sane or insane.
- Physical or mental illness.
- Bacterial infection or bacterial poisoning. **Exception:** Infection from a cut or wound caused by an accident.
- Riding in or descending from an aircraft as a pilot or crew member.
- Any armed conflict, whether declared as war or not, involving any country or government.
- Injury suffered while in the military service for any country or government.
- Injury which occurs when you commit or attempt to commit a crime.

- Use of any drug, narcotic or hallucinogenic agent -
- -unless prescribed by a doctor.
- -which is illegal.
- -not taken as directed by a doctor or the manufacturer.
- Your intoxication. Intoxication means your blood alcohol content meets or exceeds the legal presumption of intoxication under the laws of the state where the accident occurred.

# Dependent's Accidental Death & Dismemberment (AD&D) Insurance

ReliaStar Life pays this benefit for covered losses due to a covered accident suffered by your insured dependent. All of the following conditions must be met:

- Your insured dependent is covered for AD&D Insurance on the date of the accident.
- The loss occurs within 180 days of the date of the accident.
- The cause of the loss is not excluded.

Unless otherwise indicated, ReliaStar Life pays only one Full Amount for all losses and benefits while the Group Policy is in effect. The Full Amount is shown on the Schedule of Benefits. For example, if your insured dependent has a loss for which ReliaStar Life paid 50% of the Full Amount, ReliaStar Life pays no more than 50% of the Full Amount for the next loss.

# AD&D Benefit

#### **Covered Accident Resulting In:**

#### The benefit is:

Loss of life	Full Amount
Loss of both hands, both feet or sight of both eyes	Full Amount
Loss of one hand and one foot	Full Amount
Loss of speech and hearing in both ears	Full Amount
Loss of one hand or one foot and sight of one eye	Full Amount
Loss of one hand or one foot or sight of one eye	50% of Full Amount
Loss of speech	25% of Full Amount
Loss of hearing in both ears	25% of Full Amount
Loss of thumb and index finger of same hand	25% of Full Amount
Paralysis of one limb	25% of Full Amount
Paralysis of three limbs	75% of Full Amount
Quadriplegia	Full Amount
Paraplegia	
Hemiplegia	50% of Full Amount

Loss of hands or feet means loss by being permanently, physically severed at or above the wrist or ankle. Loss of sight means total and permanent loss of sight. Loss of speech and hearing means total and permanent loss of speech and hearing. Loss of thumb and index finger means loss by being permanently, physically, entirely severed.

Unless otherwise indicated, ReliaStar Life does not pay a benefit for loss of use of one or both hands or feet, or thumb and index finger of the same hand.

**Quadriplegia** means total paralysis of all four limbs. **Paraplegia** means total paralysis of both lower limbs. **Hemiplegia** means paralysis of one arm and one leg on the same side of the body.

Unless otherwise indicated, paralysis must be the result of a spinal cord injury which is due to an accident. ReliaStar Life does not pay an AD&D benefit for any paralysis caused by a stroke. Paralysis must be determined by a doctor to be permanent, complete and irreversible.

Unless otherwise indicated, ReliaStar Life pays benefits for all covered AD&D losses for your insured dependent to you.

# **Exposure and Disappearance Benefit**

ReliaStar Life pays an Exposure benefit if:

- your insured dependent's loss of use of hands, feet, thumb and index finger of the same hand, or paralysis is caused by exposure to the elements, and
- is the result of a covered accident.

ReliaStar Life pays a Disappearance benefit if:

- your insured dependent is in a conveyance, including but not limited to an automobile, airplane, ship or train, that disappears, sinks or wrecks; and
- your insured dependent disappears and your insured dependent's body is not found, and the disappearance is the result of a covered accident; and
- a reasonable period of time, but no more than one year, has lapsed since the accident, and
- ReliaStar Life has reviewed all evidence and there is no reason to believe that your insured dependent is living.

The amount payable for the Exposure benefit is the amount of Dependent AD&D benefit otherwise payable for the loss. The amount payable for the Disappearance benefit is the Full Amount of Dependent AD&D.

Exposure and Disappearance benefits for your insured dependent are paid to you.

If ReliaStar Life pays the Disappearance benefit and it is later found your insured dependent is alive, the amount of benefits paid must be refunded to ReliaStar Life.

#### Safe Driver Benefit

ReliaStar Life pays a **Safe Driver** benefit in addition to the AD&D benefit and subject to the exclusions listed below if your insured dependent was:

- killed due to an automobile accident, and
- wearing a properly fastened safety belt at the time of the accident.

An additional amount will be paid if your insured dependent was also driving in or riding in an automobile equipped with a factory installed airbag that operated properly upon impact.

Your dependent must be insured for at least \$10,000 Dependent AD&D Insurance as shown on the Schedule of Benefits in order to be eligible for a Safe Driver benefit.

For loss of:	The benefit is:
Life (with safety belt only)	An additional 10% of Full Amount of Dependent AD&D benefit to a maximum of \$25,000
Life (with safety belt and airbag)	An additional 15% of Full Amount of Dependent AD&D benefit to a maximum of \$40,000

**Automobile** means any self-propelled private passenger vehicle which has four or more tires and which is not being used for commercial purposes. **Safety belt** means a passenger restraint system properly installed in the vehicle in which your insured dependent was riding. **Airbag** means an additional restraint system which inflates for added protection to the head and chest areas.

ReliaStar Life will not pay the Safe Driver benefit if the loss of life was caused directly or indirectly by any use of intoxicating liquors, marijuana, narcotic drugs, depressants or similar substances, whether or not prescribed by a doctor, by your insured dependent or by the driver of the automobile in which your insured dependent was riding.

Safe Driver benefits for your insured dependent are paid to you.

#### **Coma Benefit**

ReliaStar Life pays a **Coma** benefit if, due to a covered accident, your insured dependent is in a coma. Coma benefit payments will stop when your insured dependent is no longer in a coma or when maximum

benefits have been paid, whichever comes first. Your dependent must be insured for at least \$10,000 Dependent AD&D Insurance as shown on the Schedule of Benefits in order to be eligible for a Coma benefit.

#### In the event of:

#### The benefit is:

**Coma** means that your insured dependent remains unresponsive to any stimuli and speechless for a period of time not less than 30 days, as determined by a doctor.

Coma benefits for your insured dependent are paid to you.

### **Transportation Benefit**

ReliaStar Life pays a **Transportation** benefit in addition to the AD&D benefit if your insured dependent dies due to a covered accident that occurs at least 75 miles from his or her primary residence. Your dependent must be insured for at least \$10,000 Dependent AD&D Insurance as shown on the Schedule of Benefits in order to be eligible for a Transportation benefit.

### The benefit is:

Transportation ...... An additional 2% of Full Amount of Dependent AD&D benefit to a maximum of \$2,000

Transportation benefits for your insured dependent are paid to you.

#### **Common Disaster Benefit**

ReliaStar Life pays a **Common Disaster** benefit if, as a result of a common accident, you and your insured dependent spouse die within one year as a result of a covered accident.

#### In the event of:

For:

# The benefit is:

Common Disaster ..... An increase in your insured dependent spouse's benefit up to 100% of your AD&D amount, provided the additional amount does not exceed \$50,000

**Common Accident** means the same accident or separate accidents that occur within the same 24-hour period.

Common disaster benefits are paid to your beneficiary.

#### Burn Disfigurement Benefit

ReliaStar Life pays a **Burn Disfigurement** benefit if due to a covered accident your insured dependent suffers disfigurement due to burns covering at least 5% of the body.

Your insured dependent must be insured for at least \$10,000 Dependent AD&D Insurance as shown on the Schedule of Benefits in order for the dependent to be eligible for the Burn Disfigurement benefit.

For:	The benefit is:
Burn Disfigurement	10% of Full Amount of Dependent AD&D benefit to a maximum of \$30,000

**Burn Disfigurement** means damage to the skin or other body parts resulting in permanent scarring caused by extreme heat, flame, contact with heated objects, or chemicals.

Burn Disfigurement benefits for your insured dependent are paid to you.

# **Rehabilitation Benefit**

ReliaStar Life pays a **Rehabilitation** benefit in addition to the AD&D benefit if your insured dependent receives rehabilitation services due to a covered loss, subject to all the following conditions –

- Rehabilitation services must be received within 2 years of the covered accident.
- Only one maximum benefit is payable for all losses or injuries due to the same covered accident.
- No benefit is payable if your insured dependent is entitled to benefits under any Workers' Compensation or similar law.

Your insured dependent must be insured for at least \$10,000 Dependent AD&D Insurance as shown on the Schedule of Benefits in order for the dependent to be eligible for the Rehabilitation benefit.

# For:

#### The benefit is:

Rehabilitation ...... An additional 2% of Full Amount of Dependent AD&D benefit to a maximum of \$5,000

Rehabilitation benefits will only be paid for covered AD&D losses, and the rehabilitation services must be prescribed by a doctor.

Rehabilitation benefits for your insured dependent are paid to you.

# Accidental Death and Dismemberment Exclusions

ReliaStar Life does not pay benefits for loss directly or indirectly caused by any of the following:

- Suicide or intentionally self-inflicted injury, while sane or insane.
- Physical or mental illness.
- Bacterial infection or bacterial poisoning. **Exception:** Infection from a cut or wound caused by an accident.
- Riding in or descending from an aircraft as a pilot or crew member.
- Any armed conflict, whether declared as war or not, involving any country or government.
- Injury suffered while in the military service for any country or government.
- Injury which occurs when your insured dependent commits or attempts to commit a crime.
- · Use of any drug, narcotic or hallucinogenic agent -
- -unless prescribed by a doctor.
- -which is illegal.
- -not taken as directed by a doctor or the manufacturer.
- Your insured dependent's intoxication. Intoxication means your insured dependent's blood alcohol content meets or exceeds the legal presumption of intoxication under the laws of the state where the accident occurred.
- Accidental injury for which your insured dependent has or had a right to payment under a Workers' Compensation or similar law.
- Accidental injury arising out of or in the course of work for pay, profit, or gain. **Exception:** ReliaStar Life pays benefits for a person who is not covered by Workers' Compensation and lawfully chose not to be.

# CLAIM PROCEDURES

# Submitting a Claim

You, your insured dependent or someone on your behalf must send ReliaStar Life written notice of the loss on which your claim will be based. The notice must –

- include information to identify you or your insured dependent, like your name, address and Group Policy number.
- be sent to ReliaStar Life or one of its licensed agents authorized to accept claims.
- be sent within 20 days after the loss for which claim is based has occurred or as soon as reasonably possible.

#### Claim Forms

ReliaStar Life or its authorized agent will send proof of loss claim forms to you, to your insured dependent or to the Policyholder to give to you. ReliaStar Life will send the forms within 15 days after ReliaStar Life receives your notice of claim.

You, your insured dependent or someone on your behalf must return the completed proof of loss claim forms to ReliaStar Life within 90 days of the loss. Even if you or your insured dependent do not receive the forms, written proof of loss must be sent to ReliaStar Life within 90 days after the loss or as soon as reasonably possible. Written proof of loss includes details of how the loss occurred.

#### **Benefit Payments**

Benefits under the Group Policy are paid not more than 60 days after proof of loss is received. Claims are paid in the order received.

### **Payment of Proceeds**

Where indicated, ReliaStar Life pays proceeds to the beneficiary. If there is more than one beneficiary, each receives an equal share, unless you have requested otherwise, in writing. To receive proceeds, a beneficiary must be living on the earlier of the following dates:

- The date ReliaStar Life receives proof of your death.
- The tenth day after your death.

If there is no eligible beneficiary or if you did not name one, ReliaStar Life pays the proceeds in the following order:

- 1. Your spouse.
- 2. Your natural and adopted children.
- 3. Your parents.
- 4. Your estate.

The person must be living on the tenth day after your death.

# Overpayment

If ReliaStar Life pays a benefit under the Group Policy and it is later shown that a lesser amount should have been paid, ReliaStar Life will be entitled to a refund of the excess.

# **GENERAL PROVISIONS**

#### **Health Insurance Assignment**

You or your insured dependent may not transfer to anyone else -

- ownership of any certificate issued under the Group Policy.
- insurance under the Group Policy.

#### Legal Action

Legal action may not be taken to receive benefits until 60 days after the date proof of loss is submitted according to the requirements of the Group Policy. Legal action must be taken within 3 years after the date proof of loss must be submitted.

If the Policyholder's state requires longer time limits, ReliaStar Life will comply with the state's time limits.

### **Exam and Autopsy**

When reasonably necessary, ReliaStar Life may have you or your insured dependent examined while a claim is pending under the Group Policy. ReliaStar Life pays for the initial exam. If not forbidden by state law, ReliaStar Life may have an autopsy made if you or your insured dependent die.

#### Incontestability

Your and your dependent's insurance has a contestable period starting with the effective date of your insurance and continuing for 2 years while you are living. During that 2 years, ReliaStar Life can contest the validity of your and your dependent's insurance because of inaccurate or false information received relating to your and your insured dependent's insurability. Only statements that are in writing and signed by you or your insured dependent can be used to contest the insurance.

# DEFINITIONS

**Accident, Accidental Injury –** bodily injury resulting from a sudden, violent, unexpected and external event. ReliaStar Life considers all injuries received in one accident as one accidental injury. Infection resulting from a cut or wound caused by an accident is also an accidental injury.

Accidental injury does not include poisoning, disease or any other type of infection, except as stated above.

Active Work, Actively at Work – the employee is physically present at his or her customary place of employment with the intent and ability of working the scheduled hours and doing the normal duties of his or her job on that day.

### Child -

- your natural or adopted child.
- your grandchild who, at the time you apply for coverage for your grandchild, is your dependent for federal income tax purposes.
- a child who is placed in your home for purposes of adoption, or for whom you have filed suit for adoption.
- your stepchild.
- a child who is primarily dependent on you for support and lives with you in a permanent parent-child relationship, and who is your foster child or a child for whom you are a legal guardian.
- a child for whom you are responsible for medical support under the terms of an order issued under the Texas Family Code or enforceable by a Texas court.

Close Relative - you, your spouse, and a child, brother, sister, or parent of you or your spouse.

# Dependent -

• your legal spouse.

• your unmarried child less than 25 years of age.

The term "dependent" does not include -

- a spouse or child living outside the United States.
- a spouse or child eligible for Employee's Insurance under the Group Policy.
- a spouse or child on active military duty.
- a parent of you or your spouse.

**Doctor –** a person, other than a close relative, licensed to practice medicine in the state in which treatment is received and providing treatment or advice in accordance with the license. State law may require that benefits be paid for professional services of a practitioner other than a medical doctor. If so, the term "doctor" also includes persons recognized as qualified to treat the accidental injury for which claim is made, by the state in which treatment is received.

**Employee –** an active employee residing in the United States who is employed by the Policyholder and is regularly scheduled to work on at least a 20-hour-per-week basis. Such employees of companies and affiliates controlled by the Policyholder are included. Temporary and seasonal employees are excluded.

Group Policy - the written group insurance contract between ReliaStar Life and the Policyholder.

**Nonworking Day** – a day on which the employee is not regularly scheduled to work, including time off for the following:

- Vacations.
- · Personal holidays.
- Weekends and holidays.
- Approved nonmedical leave of absence.
- Paid Time Off for nonmedical-related absences.

Nonworking day does not include time off for any of the following:

- Medical leave of absence. Time off for a medical leave of absence will be considered a scheduled working day.
- Temporary layoff.
- The Policyholder suspending its operations, in part or total.
- Strike.

# DEFINITIONS

Policyholder - Harlingen Consolidated Independent School District

ReliaStar Life - ReliaStar Life Insurance Company, at its Home Office in Minneapolis, Minnesota.

Retirement - the first of the following dates to occur:

- The effective date of the employee's retirement benefits under -
- any plan of a federal, a state, a county, a municipal or an association retirement system for which the employee is eligible as a result of employment with the employer;
- -any plan the employer sponsors; or
- -any plan for which the employer makes or has made contributions.
- The effective date of the employee's retirement benefits under the United States Social Security Act or any similar plan or act.

However, any employee in active employment and receiving retirement benefits under the United States Social Security Act or any similar plan or act will not be considered retired.

Sickness - any physical illness.

**Written, In Writing –** signed, dated and received at ReliaStar Life's Home Office in a form ReliaStar Life accepts.

You, Your – an employee insured for Employee's Insurance under the Group Policy.

