

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
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Portland, Oregon 97208
(800) 522-0406

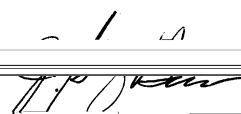
CERTIFICATE: GROUP DISABILITY INSURANCE

Policyholder:	California Teachers Association
Employer:	Cajon Valley Union Elementary
Group Policy Number:	503035-X1
Group Policy Effective Date:	September 1, 2007

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

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

"We", "us" and "our" mean Standard Insurance Company. "You" and "your" mean the Participant. Other defined terms appear with their initial letters capitalized, and where they are defined, appear in boldface type. Additionally, section headings, and references to them, appear in boldface type.



GC190-LTD/S399/CTA.2

CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION ACT

SUMMARY DOCUMENT AND DISCLAIMER

Residents of California who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the California Life and Health Insurance Guarantee Association ("CLHIGA"). The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guarantee Association will assess its other member insurance companies for the money to pay the claims of the insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guarantee Association is not unlimited, however, as noted below, and is not a substitute for consumers' care in selecting insurers.

The California Life and Health Insurance Guarantee Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. **However, insurance companies and their agents are prohibited by law from using the existence of the guarantee association to induce you to purchase any kind of insurance policy.**

Policyholders with additional questions should first contact their insurer or agent or may then contact:

The California Life and Health Insurance Guarantee Association

PO Box 17319

Beverly Hills CA 90209-3319

OR

Consumer Services Division

California Department of Insurance

300 South Spring St, South Tower

Los Angeles CA 90013

The state law that provides for this safety-net coverage is called the California Life and Health Guarantee Association Act. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

COVERAGE

Generally, individuals will be protected by the California Life and Health Insurance Guarantee Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this Guarantee Association if:

 Their insurer was not authorized to do business in this state when it issued the policy or contract;

 Their policy was issued by a health care service plan (HMO, Blue Cross, Blue Shield), a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;

 They are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.

The Guarantee Association also does not provide coverage for:

 Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which guarantee rights to group contract holders, not individuals;

 Employer or association plans, to the extent they are self-funded or uninsured;

 Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;

 Any policy of reinsurance unless an assumption certificate was issued;

 Interest rate yields that exceed an average rate;

 Any portion of a contract that provides dividends or experience rating credits.

LIMITS ON AMOUNT OF COVERAGE

The Act limits the Association to pay benefits as follows:

LIFE AND ANNUITY BENEFITS

 80% of what the insurance company would owe under a policy or contract up to \$100,000 in cash surrender values,

CALIFORNIA NOTICE OF COMPLAINT PROCEDURE

Should any dispute arise about your premium or about a claim that you have filed, write to the company that issued the group policy. If the problem is not resolved, you may also write to the State of California, Department of Insurance, Consumer Services Division, 300 S. Spring Street, South Tower, Los Angeles, CA 90013, or call toll-free 1-800-927-HELP, or (213) 897-8921 outside of California. This notice of complaint procedure is for information only and does not become a part or condition of this group policy/certificate.

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COVERAGE FEATURES

This section contains many of the features of your disability insurance. Other provisions, including exclusions, limitations, and Deductible Income, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

GENERAL POLICY INFORMATION

Group Policy Number:	503035-X1
Policyholder:	California Teachers Association
Group ID Number:	10115779
Employer(s):	Cajon Valley Union Elementary
Group Policy Effective Date:	September 1, 2007
Policy Issued in:	California

BECOMING INSURED

To become insured you must: (a) Be a Participant; (b) Be eligible; and (c) Meet the requirements in **Active Work Provisions** and **When Your Insurance Becomes Effective**.

Definition of Participant:	You are a Participant if you are: 1. An active full-time certificated employee of the Employer working at least 15 scheduled hours a week; or an active full-time classified employee of the Employer working at least 7.5 scheduled hours a week; and 2. Working in a job classification for which the Employer has negotiated to provide coverage under the Group Policy; and 3. A citizen or resident of the United States or Canada. You may not be a Participant if you are retired or a full time member of the armed forces of any country.
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Class Definition:

Class 1:	Participants who, on the date of Disability (a) have five or more years of credited service under the California State Teachers Retirement System and/or Public Employees Retirement System, or (b) are not participants in either system.
Class 2:	Participants who, on the date of Disability, participate in but have less than five years of credited service under the California State Teachers Retirement System and/or Public Employees Retirement System.

Benefit Waiting Period: The shorter of (a) 7 consecutive Regular Days Of Required Attendance, or (b) 30 calendar days.

Maximum Benefit Period:

For Class 1 Participants: Subject to **Disabilities Subject To Limitations**, the period for which you are eligible to receive Fully Paid Sick Leave and the following one Benefit Year.

For Class 2 Participants: Subject to **Disabilities Subject To Limitations**, the period for which you are eligible to receive Fully Paid Sick Leave and the following one Benefit Year, plus the following applicable period:

<u>Your Age When Disability Begins</u>	<u>Maximum Benefit Period</u>
59 or younger.....	To age 65
60 through 64	5 years
65 through 69	To age 70, or 1 year, whichever is greater
70 or older	1 year

DISABILITY PROVISIONS

Usual Occupation Period:

Class 1 Participants: The period for which you are eligible to receive Fully Paid Sick Leave and the following one Benefit Year.

Class 2 Participants: The period for which you are eligible to receive Fully Paid Sick Leave, the following one Benefit Year, plus one additional calendar year.

Any Occupation Period:

Class 1 Participants: Not applicable

Class 2 Participants: From the end of the Usual Occupation Period to the end of the Maximum Benefit Period.

Partial Disability: Covered

See **Definition of Disability** for more information.

DISABILITY EXCLUSIONS AND LIMITATIONS

Exclusions:

Preexisting Condition Exclusion: Yes

Preexisting Condition Period: The 30-calendar day period just before your insurance becomes effective.

Exclusion Period: 10 consecutive Regular Days Of Required Attendance following the effective date of your insurance under the Group Policy.

The Group Policy also includes War, Intentionally Self-Inflicted Injury, and Felony exclusions. See **Disabilities Excluded From Coverage** for an explanation of all exclusions.

Limitations:

Mental Disorder And
Substance Abuse Limitation: Yes, for Class 2 Participants only.

Limitation Period: The Usual Occupation Period

The Group Policy also includes a Care Of A Physician Limitation. See **Disabilities Subject To Limitations** for an explanation of all limitations.

OTHER PROVISIONS

Survivors Benefit Amount: A lump sum equal to 3 times your Disability Benefit without reduction by Deductible Income.

Conversion of Insurance: Yes, for Class 2 Participants only.

Continuity of Coverage: Yes

SCHEDULE OF ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE

Accidental Death & Dismemberment Insurance Benefits may be payable if you have met all the requirements to become insured. **Please note:** These benefits are based upon the coverage option under the Group Policy elected by your Employer.

AD&D Insurance Benefit: \$5,000.

Seat Belt Benefit: If your Employer has elected to cover employees under Plans J, L or M: The amount of the Seat Belt Benefit is the lesser of (1) \$1,000, or (2) the AD&D Insurance Benefit payable for the Loss.

Higher Education Benefit: The tuition expenses incurred per Child within 48 months after the date of Loss of your life at a licensed or accredited institution of higher education, exclusive of room and board, books, fees, supplies and other expenses, but not to exceed \$1,000 per year per qualified Child.

Career Adjustment Benefit: The tuition expenses for training incurred by your Spouse/Domestic Partner within 48 months after the date of Loss of your life, exclusive of room and board, books, fees, supplies and other expenses, but not to exceed \$1,000 per year.

Child Care Benefit: The total child care expense incurred by a Guardian within 36 months after the date of Loss of you2. TfiH10etW(tio)5(9.1(

Loss:	Percentage Payable:
a. Life	100%
b. One hand or one foot	50%
c. Sight in one eye, speech, or hearing	50%
d. Two or more of the Losses listed in b. and c. above	100%
e. Thumb and index finger of the same hand	25%*
f. One finger	5%*
g. Quadriplegia	100%
h. Hemiplegia	100%
i. Paraplegia	100%

* No AD&D Insurance Benefit will be paid for Loss of a finger if it is a thumb or index finger for which an AD&D Insurance Benefit is already payable. No AD&D Insurance Benefit will be paid for Loss of a finger or Loss of the thumb and index finger of the same hand if an AD&D Insurance Benefit is payable for the Loss of that entire hand.

No more than 100% of your AD&D Insurance Benefit will be paid for all Losses resulting from one accident.

INSURING CLAUSE

If you become Disabled while insured under the Group Policy, we will pay benefits after we receive written proof that you are entitled to such benefits according to the terms of the Group Policy.

DEFINITION OF DISABILITY

You are Disabled if you meet the following definitions during the periods they apply:

A. Usual Occupation Definition Of Disability.

B. Any Occupation Definition Of Disability.

A. Usual Occupation Definition Of Disability

During the Benefit Waiting Period and the Usual Occupation Period you are required to be Totally Disabled from your Usual Occupation or Partially Disabled from your Usual Occupation.

1. **Total Disability Definition:** You are Totally Disabled from your Usual Occupation if, as a result of Sickness or Injury, you are unable to perform with reasonable continuity the Substantial And Material Acts necessary to pursue your Usual Occupation and you are not working in your Usual Occupation.
2. **Partial Disability Definition:** You are Partially Disabled from your Usual Occupation if you are not Totally Disabled and you are actually working in your Usual Occupation but, as a

BENEFITS FOR DISABILITY

Subject to the terms of the Group Policy, we will pay you the following benefits if you become Disabled while insured under the Group Policy.

A. Disability Benefit

If you become Disabled, we will pay you a Disability Benefit according to the terms of the Group Policy.

The amount of the Disability Benefit is shown in the **Coverage Features**.

B. Extra Duty Pay Benefit

If you suffer a loss of Extra Duty Pay as a result of your Disability, we will pay you an Extra Duty Pay Benefit, subject to the following:

1. The amount of the Extra Duty Pay Benefit is shown in the **Coverage Features**.
2. The Extra Duty Pay Benefit is paid in addition to any Disability Benefits that may be payable.
3. The Extra Duty Pay Benefit is payable only for Extra Duty Days Of Required Attendance after the date your Disability begins.
4. The Extra Duty Pay Benefit is not payable after the period you are eligible to receive Fully Paid Sick Leave and the following Benefit Year.

Extra Duty Pay means income you are scheduled to receive for an Extra Duty Day Of Required Attendance. Extra Duty Pay includes income from coaching, after school programs, summer school programs, school advising or mentoring, and other extra duties as defined in yy Day O9y (f)22 T4E(m)7

For purposes of this provision, the amount of your Disability Benefit does not include the amount payable on those days in which you receive Fully Paid Sick Leave or Restored Sick Leave. Also, days in which you receive Fully Paid Sick Leave or Restored Sick Leave do not count as Regular Days Of Required Attendance.

2. After those first 12 months, 50% of your Work Earnings will be Deductible Income.

C. Work Earnings Definition

Work Earnings means your gross monthly earnings from work you perform while Disabled. Work Earnings includes:

1. Earnings from your Employer.
2. Earnings from any other employer or self-employment for which you become employed on or after the date of your Disability.
3. Any increases in earnings from employment from any other employer or self-employment in which you were engaged prior to the date of your Disability.
4. Any sick pay, vacation pay, annual or personal leave pay, substitute differential pay, or other salary continuation earned or accrued while working.

Earnings from work you perform will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than monthly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

In determining your Work Earnings we:

1. Will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis.
2. Will not be limited to the taxable income you report to the Internal Revenue Service.
3. May ignore expenses under section 179 of the IRC as a deduction from your gross earnings.
4. May ignore depreciation as a deduction from your gross earnings.
5. May adjust the financial information you give us in order to clearly reflect your Work Earnings.

D. Family Care Expenses Adjustment

If you must pay Family Care Expenses in order to work, we will reduce the amount of the Work Earnings used in determining your Deductible Income, subject to the following:

1. Your Work Earnings will be reduced by the first \$250 per Family Member of the monthly Family Care Expenses you pay, but not to exceed a total of \$500 for all Family Members.
2. The Work Earnings and the Family Care Expenses must be for the same period.
3. You must give us satisfactory proof of the Family Care Expenses you pay.
4. The Work Earnings reduction by Family Care Expenses will end 12 months after it begins.

Family Care Expenses means the amount you pay to a licensed care provider for the care of your Family Member which is necessary in order for you to work.

Family Member means your Spouse/Domestic Partner, parent, grandparent, sibling, or other close family member, residing in your home who, because of mental or physical incapacity, is

1. Your child residing in your home (including the child of your Spouse/Domestic Partner and an adopted child), from live birth through age 12; or
2. Your child, age 13 or older, residing in your home (including the child of your Spouse/Domestic Partner and an adopted child) who is:
 - a. Continuously incapable of se

1. Annual or personal leave pay, severance pay, substitute differential pay, and other salary continuation, including donated amounts and donated sick pay, (but not vacation pay) paid to you by your Employer.

You are not required to apply for disability or early retirement benefits under your Employer's retirement plan if the receipt of such benefits would reduce the benefit you would be eligible to receive at normal retirement age. However, disability or early retirement benefits you do receive will be Deductible Income.

Deductible Income does not include benefits from a. through i. below.

- a. Profit sharing plan.
 - b. Thrift or savings plan.
 - c. Deferred compensation plan.
 - d. Plan under IRC Section 401(k), 408(k), 408 (p) or 457.
 - e. Individual Retirement Account (IRA).
 - f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).
 - g. Stock ownership plan.
 - h. Keogh (HR-10) plan.
 - i. State Teachers Retirement Service (STRS) benefits under the Defined Benefit Supplement Program.
9. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed.
10. Deductible Income does not include:
- a. Any cost of living increase in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
 - b. Reasonable attorneys' fees incurred in connection with a claim for Deductible Income.

B. Rules Used To Determine Monthly Equivalents Of Deductible Income

Each month we will determine your Disability Benefit and Extra Duty Pay Benefit using the Deductible Income for the same monthly period, even if you actually receive the Deductible Income in another month.

Deductible Income for each month will be calculated as follows:

1. With respect to disability and retirement benefits under your Employer's retirement plan or the Federal Social Security Act, or similar plan, act or law, which are Deductible Income during the period you are eligible to receive Fully Paid Sick Leave and the following Benefit Year, your Disability Benefit and Extra Duty Pay Benefit will be reduced by the following:
 - a. Determine the monthly amount of the Deductible Income and multiply that amount by 12.
 - b. Divide the amount in a. above by the annual number of your Regular Days Of Required Attendance.
 - c. Multiply the amount in b. above by the number of Regular Days Of Required Attendance applicable to that calendar month.
2. With respect to all other Deductible Income, your Disability Benefit and Extra Duty Pay Benefit will be reduced each month by the amount of the Deductible Income for that month.

If you are paid Deductible Income in a lump sum or by a method other than monthly, we will determine your Disability Benefit and Extra Duty Pay Benefit using a prorated amount.

If you receive a lump sum refund, withdrawal or distribution of contributions and earnings from your Employer's retirement plan, we will determine your Disability Benefit and Extra Duty Pay Benefit using a lifetime monthly annuity amount, with no survivor income. The annuity will be based on the amount you receive, and on the life expectancy of a person your age on the later of:

- a. The date the lump sum is paid; and
- b. The date Disability Benefits and Extra Duty Pay Benefits become payable.

For amounts under a workers' compensation law, the Jones Act, the Maritime Doctrine of Maintenance, Wages or Cure, the Longshoremen's and Harbor Worker's Act, or any similar act or law, the period of time used to prorate the amount cannot exceed the first to occur of the following:

- a. The date you reach age 65, or the end of the Maximum Benefit Period, if later; and
- b. The end of the stated period.

C. Deductible Income For Extra Duty Pay Benefits

The Extra Duty Pay Benefit will be reduced by Deductible Income that is applicable to Extra Duty Days of Required Attendance. Deductible Income that is applicable to a day that is both an Extra Duty Day Of Required Attendance and a Regular Day Of Required Attendance will first be used to reduce the Disability Benefit. Any remaining Deductible Income will then be used to reduce the Extra Duty Pay Benefit.

D. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be eligible. We may ask for written documentation of your pursuit of Deductible Income. You must provide it within 60 days after we mail you our request.

E. Estimating And Deducting

For any item of Deductible Income that includes amounts you are eligible to receive, we will reduce your Disability Benefits and Extra Duty Pay Benefits by the amount we estimate you would be eligible to receive if:

1. You have failed to pursue the Deductible Income with reasonable diligence;
2. We have a reasonable, good faith belief that you are eligible for the Deductible Income; and
3. We are able to reasonably estimate the amount that would be payable.

We will not estimate and deduct amounts with respect to a claim for Deductible Income that is pending, so long as you continue to pursue the claim with reasonable diligence.

F. Pending Deductible Income

We will not deduct pending Deductible Income until it becomes payable. You must notify us of the amount of the Deductible Income when it is approved. You must repay us for the resulting overpayment of your claim.

G. Overpayment Of Claim

We will notify you of the amount of any overpayment of your claim under any group disability insurance policy issued by us. If the overpayment was due to your receipt of Deductible Income,

2. We notify you of the overpayment within six months of the date of the error or within 15 calendar days after the date of discovery if due to your or a third parties representation or nondisclosure;
3. The notification clearly states the cause of the error and the overpayment amount; and
4. The overpayment is not subject to a reasonable dispute as to the facts.

You may not receive any benefits until we have been repaid in full. In the meantime, any benefits paid, including the Minimum Disability Benefit, will be applied to reduce the amount of the overpayment.

ADDITIONAL BENEFITS FOR DISABILITY

Subject to the terms of the Group Policy, we will pay you the following benefits if you become Disabled while insured under the Group Policy.

A. Daily Hospital Benefit

While you are Disabled we will pay you a Daily Hospital Benefit for each calendar day you are confined in a Hospital as a registered bed-patient as a result of your Disability, subject to the following:

1. The amount of the Daily Hospital Benefit is shown in the **Coverage Features**.
2. The Benefit Waiting Period will not apply to the Daily Hospital Benefit.
3. The Daily Hospital Benefit is paid in addition to any Disability Benefits that may be payable.
4. The Daily Hospital Benefit will be paid for a maximum of 60 calendar days for any one period of continuous Disability.
5. The Daily Hospital Benefit is not payable after the period for which you are eligible to receive Fully Paid Sick Leave and the following one Benefit Year.

B. Dependent Education Benefit

1. Dependent Education Benefit Requirements

We will pay a Dependent Education Benefit if you meet all of the requirements below:

- a. You are Disabled and Disability Benefits are payable to you.
- b. You have an Eligible Student.

Eligible Student means:

- a. Your Child, who is registered and in full-time attendance at a licensed or accredited educational institution beyond high school.
- b. Your Spouse/Domestic Partner, who is registered and in full-time attendance at a licensed or accredited educational institution beyond high school for the purpose of obtaining employment or increasing earnings.

For each Eligible Student, written proof of registration and full-time attendance satisfactory to us must be submitted at the start of each term or semester and as often as we may reasonably require thereafter.

Child means, for the purposes of the Dependent Education Benefit, your unmarried child from age 17 through age 24. Child includes any of the following, if they otherwise meet the definition of Child: (a) your natural or adopted child; or (b) the child of your Spouse/Domestic Partner, if living in your home.

2. Dependent Education Benefit Amount

The amount of the Dependent Education Benefit will be \$150 per month for each Eligible Student. We will not pay more than a total of \$600 per month for all Eligible Students.

3. Payment Of Dependent Education Benefits

Dependent Education Benefits will be paid directly to you at the end of each calendar month you qualify for them. The Dependent Education Benefit will first be applied to reduce any overpayment of your claim. If Disability Benefits are payable to both you and your Spouse/Domestic Partner, we will pay a Dependent Education Benefit for either you or your Spouse/Domestic Partner, but not both. The Dependent Education Benefit is payable for a maximum of 48 months for each Eligible Student. The Dependent Education Benefit ends when you no longer meet the requirements in item B.1. above.

C. Survivors Benefit

If you die after Disability Benefits have become payable and before the end of the Maximum Benefit Period, we will pay a Survivors Benefit according to 1 through 4 below.

1. The amount of the Survivors Benefit is shown in the **Coverage Features**.
2. The Survivors Benefit will first be applied to reduce any overpayment of your claim.
3. The Survivors Benefit will be paid as provided in the **Beneficiary Provisions For AD&D**

D. Felony

You are not covered for a Disability caused or contributed to by your committing or attempting to

4. With respect to Loss of life, is evidenced by a certified copy of the death certificate.
5. With respect to all other Losses, is certified by a Physician.

With respect to a **hand** or **foot**, **Loss** means actual and permanent severance from the body at or above the wrist or ankle joint, whether or not surgically reattached.

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

With respect to **sight**, **Loss** means entire, uncorrectable, and irrecoverable loss of sight in one eye.

With respect to **speech**, **Loss** means entire, uncorrectable, and irrecoverable loss of audible speech.

With respect to **hearing**, **Loss** means entire, uncorrectable, and irrecoverable loss of hearing in both ears.

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

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

C. Amount Payable

See **Coverage Features** for the AD&D Insurance schedule. The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered. See AD&D Table Of Losses in the **Coverage Features**.

D. AD&D Insurance Exclusions

No AD&D Insurance benefit is payable if the accident or Loss is caused or contributed to by any of the following:

1. War or act of War. **War** means declared or undeclared war, whether civil or international, that involves nations and/or sovereigns. This exclusion does not include acts of terrorism, so long

Seat Belt System means a properly installed combination lap and shoulder restraint system that meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration. Seat Belt System will include a lap belt alone, but only if the Automobile did not have a combination lap and shoulder restraint system when manufactured. Seat Belt System does not include a shoulder restraint alone.

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

Higher Education Benefit

The amount of the Higher Education Benefit is shown in the **Coverage Features**.

We will pay a Higher Education Benefit to your Child if all of the following requirements are met:

1. You die as a result of an accident for which an AD&D Insurance Benefit is payable for Loss of your life.
2. Your Child is, within 12 months after the date of Loss of your life, registered and in full-time attendance at a licensed or accredited institution of higher education beyond high school.

The Higher Education Benefit will be paid annually to each Child who meets the requirements of item 2 above, for a maximum of 48 consecutive

Partner, or (b) a court appointed legal guardian of your Child(ren).

F. Payment Of Benefits

1. Except as provided in item 3. below, benefits payable because of your death will be paid to the Beneficiary you name. See **Beneficiary Provisions For AD&D Insurance And Survivors Benefit.**
2. AD&D Insurance Benefits payable for Losses other than Loss of life will be paid to you. Any such benefits remaining unpaid at your death will be paid according to the provisions for payment of a death benefit.
3. Other Benefits will be paid as follows:

The Child Care Benefit will be paid to a Guardian. No Child Care Benefit will be paid if there is no Guardian.

2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
3. If only one Beneficiary in a class survives, we will pay the total death benefits and/or Survivors Benefit to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

You must name or change Beneficiaries in writing. Writing includes a form signed by you or verification from us of an electronic designation made by you.

Your designation:

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

If we approve it, a designation which meets the requirements of a Prior Plan will be accepted as your Beneficiary designation under the Group Policy.

B. Change Of Beneficiary

The right to change a Beneficiary is reserved to the Participant, and the consent of the Beneficiary or Beneficiaries shall not be requisite to any change in Beneficiary.

C. Simultaneous Death Provision

If a Beneficiary (or a person in one of the classes listed below in item D. No Surviving Beneficiary) dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless proof of loss with respect to your death is delivered to us before the date of the Beneficiary's death.

D. No Surviving Beneficiary

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

1. Your Spouse/Domestic Partner.
2. Your children.
3. Your parents.
4. Your brothers and sisters.
5. Your estate.

E. Method Of Payment

The benefit will be paid in a lump sum.

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

CLAIMS

A. Notice Of Claim

Written notice of claim must be given to us within 60 days after the occurrence or commencement of any loss covered by the Group Policy, or as soon thereafter as is reasonably possible.

B. Claim Forms

We, upon receipt of a notice of claim, will furnish you with such forms as are usually furnished by us for filing proof of claim. If such forms are not furnished within 15 days after the giving of such notice you shall be deemed to have complied with the requirements of this Group Policy as to proof of loss upon submitting, within the time fixed in the Group Policy for filing proof of loss. For purposes of this provision proof of loss means proof covering the occurrence, the character and the extent of the loss for which claim is made.

C. Documentation

It is the claimant's responsibility to provide us completed claim statements, a signed authorization to obtain information, and any other items we may reasonably require in support of a claim. If the required documentation is not provided within 45 days after we mail our request, the claim may be denied.

D. Time Limits On Filing Proof Of Loss

Written proof of loss must be furnished to us, in case of claim for loss for which this Group Policy provides any periodic payment contingent upon continuing loss, within 90 days after the termination of the period for which we are liable, and in case of claim for any other loss, within 90 days after the date of such loss. Failure to furnis

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

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A description of any additional information needed to support the claim.

decision will be sent to the member within 5 days of the CTA Advisory Panel on Endorsed Services meeting where the claim was reviewed.

The CTA Complaint Review Request Form for the CTA Advisory Panel on Endorsed Services may be obtained by contacting:

California Teachers Association
Risk Management/Member Benefits Department
P.O. Box 921
Burlingame CA 94011-0921
(650) 552-5200

I. Notice Of Decision On Claims For All Other Benefits

We will evaluate your claim promptly after you file it. Within 45 days after we receive your claim we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for 30 days. Before the end of this extension period we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

If we extend the period to decide your claim, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, we may decide your claim based on the information we have received.

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

We will review the claim promptly after we receive the request. Within 45 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days. If the extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim on review; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

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

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.
4. Information concerning the claimant's right to a review of our decision by the CTA Advisory Panel on Endorsed Services.

If you are a member of California Teachers Association whose claim was denied on review and you disagree or are dissatisfied with the decision on your claim, you may file a written complaint with the CTA Advisory Panel on Endorsed Services. You must file the complaint within 180 days after receiving notice of the denial upon review, unless the CTA Advisory Panel on Endorsed Services grants an extension. The CTA Advisory Panel on Endorsed Services will review your complaint, and may uphold or reverse our decision.

The CTA Advisory Panel on Endorsed Services will investigate and review the member's request for review in accordance with its established procedures at the next scheduled meeting. Meetings are scheduled three times per year. A signed Complaint Review Request Form must be received at least 15 business days prior to a scheduled meeting. Requests received less than 15 business days prior to a scheduled meeting will be reviewed at the following scheduled meeting. A written decision will be sent to the member within 5 days of the CTA Advisory Panel on Endorsed Services meeting where the claim was reviewed.

The CTA Complaint Review Request Form for the CTA Advisory Panel on Endorsed Services may be obtained by contacting:

California Teachers Association

Group Policy) commencing after the insurance coverage with respect to which claim is made has been in effect for three years from the date it became effective.

No change in this Group Policy shall be valid unless approved by executive officer of us and unless such approval be endorsed herein or attached hereto. No agent has authority to change this Group Policy or waive any of its provisions.

L. Time Limit On Certain Defenses

After two years from the date of issue of this Group Policy, no misstatement of the Policyholder, except a fraudulent misstatement, made in his application shall be

- e. Through the last day of the first calendar month for which you are absent from Active Work due to a leave of absence.
- f. During a Scheduled Vacation Period.

STRIKE CONTINUATION

Insurance may be continued for up to 6 months while you are absent from Active Work because of a strike, lockout or other general work stoppage caused by a labor dispute. Rules 1 through 3 below will apply.

- 1. You must pay the entire premium for your insurance on or before each Premium Due Date.
- 2. The premiums for your insurance during the work stoppage will equal the premium rate in effect on the date the work stoppage began. We may change premium rates during the work stoppage according to the terms of the Group Policy.
- 3. Insurance continued under this provision will end on the earliest of:
 - a. Any Premium Due Date if you fail to make the required premium contribution on or before that date.
 - b. The date you have been absent from Active Work for 6 months.
 - c. On the date you begin full-time employment with another employer.
 - d. At our option, on any Premium Due Date if less than 75% of the Participants eligible to continue insurance under this provision make the required premium payment.

REINSTATEMENT OF INSURANCE

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

- 1. If you cease to be a Participant because of a covered Disability, your insurance will end; however, if you become a Participant again immediately after Disability Benefits end, the Preexisting Condition Exclusion will be applied as if your insurance had remained in effect during that period of Disability.
- 2. If your insurance ends because you are on a federal or state mandated family or medical leave of absence, and you become a Participant again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state mandated family or medical leave act or law.
- 3. The Preexisting Conditions Exclusion will be applied as if insurance had remained in effect in the following instances:
 - a. If you become insured again within 120 days.
 - b. If required by federal or state-mandated family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law.
- 4. In no event will insurance be retroactive.

CONVERSION OF INSURANCE

If you are a Class 2 Participant when your insurance ends, you may buy long term disability conversion insurance if you meet 1 through 5 below.

1. Your insurance ends for a reason other than:
 - a. Termination or amendment of the Group Policy;
 - b. Your failure to make a required premium contribution; or
 - c. Your retirement.
2. You were insured under your Employer's group disability insurance plan for at least one year as of the date your insurance ended.

Eligibility Date means the date you become eligible for insurance under the Group Policy. See **Coverage Features**.

Providing **Evidence Of Insurability** means you must:

Prior Plan means the Policyholder's group disability insurance plan in effect on the day before the effective date of the Policyholder's coverage under the Group Policy and which is replaced by the Group Policy.

Regular Day(s) Of Required Attendance means any day(s) you are required to be Actively At Work based on the calendar dates of the school calendar and your employment contract in effect on the date you become Disabled. The calendar dates in a subsequent contract year may not fall on the same days of the week as the school calendar in effect on your date of Disability.

Restored Sick Leave means sick pay that is accrued through your employment with your Employer after your date of Disability, excluding Fully Paid Sick Leave.

Scheduled Vacation Period means a vacation period, other than a leave of absence, for which you are scheduled to be away from work for at least 2 but less than 14 consecutive weeks.

Sickness means an illness or disease, a Mental Disorder, a pregnancy, or the donation of your kidney, skin, lung, or bone marrow for transplantation into another person.

Spouse means a person to whom you are legally married.