



Glatfelter
Insurance
Group

A Tradition of Service, Founded on Trust.®

Re: VFIS Accident & Sickness Enhancements

Dear VFIS Client:

We are pleased to include several benefit upgrades and are offering a few new benefit options under your VFIS Accident & Sickness policy. The attached flyers contain an overview of the updates and changes recently approved in your state.

Several new benefits are now included that are meaningful to your Members. We are presenting two new optional benefit selections under Weekly Income (Disability) benefits.

- **Coordinated 28 Day Benefit** – provides an additional benefit in an effort to restore member's average weekly wage. This benefit is designed to allow you to protect higher wage earners during the first 28 days of disability, while avoiding excess payments for lower wage earners.
- **Long-Term Total Disability** – provides Total Disability benefits to be payable to Age 70.

We hope you see value in the benefit changes we are providing. We want to help protect your most valuable asset, your Members. Please remind your Members to be sure current beneficiary forms are on file with you.

As a VFIS insured, you have access to a variety of safety and training materials on our website at vfis.com. We invite you to take advantage of our value added services.

Thank you for insuring with VFIS.

Sincerely,

Peg Amspacher, AAI, AIM, CPIW, CPCU, CRM
VFIS A&S, Program Manager

183 Leader Heights Road • P.O. Box 2726 • York, Pennsylvania 17405
(717) 741-0911 • (800) 233-1957 • Fax (717) 747-7024 • www.vfis.com



A&S ENHANCEMENTS



Loss of Life Benefits

- **New: Safety Vest Benefit** – Additional 25% while wearing an approved safety vest and death occurs when struck as a pedestrian at a motor vehicle accident or while directing traffic.
- **New: Military Death Benefit*** – For Rostered Members. \$15,000 for death occurring within 12 months due to bodily injury sustained while serving or training on behalf of the US Military or their respective Guard or Reserve unit.
- **Upgrade: Dependent Child & Education Benefit** – Increased to \$30,000 per child.
- **Upgrade: Spousal Support & Education Benefit** – Increased to \$15,000.
- **Upgrade: Memorial Benefit*** – Increased to \$5,000.
- **New: Dependent Elder Benefit** – \$5,000 per Dependent Elder as claimed on final federal tax return.
- **New: Repatriation Benefit** – Up to \$2,500 for transport when death occurs over 30 miles from residence.



Lump Sum Living Benefits

- **Upgrade: Paralysis Benefits (See Dismemberment & Injury Permanent Impairment)**
 - 200% Principal Sum for quadriplegia, paraplegia, hemiplegia
 - 100% Principal Sum for uniplegia

Increased % also extends to 24-Hour or Off-Duty AD&D when purchased.



Medical Expense Benefits

- **Upgrade: Cosmetic Plastic Surgery Benefit** – Increased to \$25,000.
- **Upgrade: Post-Traumatic Stress Disorder Benefit** – Increased to \$25,000.
- **Upgrade: Critical Incident Stress Management Benefit** – Increased to \$25,000.
- **Upgrade: Family Expense Benefit** – Payable with admission to the hospital. (3 day wait removed)
- **New: Family Bereavement and Trauma Counseling Benefit** – \$1,000 for a spouse, per dependent child, or per resident immediate family member.



Felonious Assault Benefit

- **Upgrade:** Increased to \$25,000 minimum or 50% of Accidental Death Benefit, whichever is greater.



Home Alteration and Vehicle Modification

- **Upgrade:** Increased to \$50,000 for expenses incurred within three years of a covered injury or illness that results in permanent and irrevocable loss.



Optional Benefits

- **Upgrade: Weekly Hospital Benefits** – Extended for up to 2 years.
- **Upgrade: Continuation of Health Insurance Benefit** – Changed to Extra Expense Benefit.
 - \$ 500 per month
 - \$12,000 maximum

Benefit is paid after 26 weeks of Total Disability. This is an optional benefit.



Miscellaneous Changes

- **Upgrade:** Include Administrative Personnel (non-emergency responders) under volunteer rating.
- **New:** Subject to Underwriting Approval, we can now offer the following benefits to small career departments.
 - Weekly Injury Permanent Impairment
 - Transition Benefit
 - Extended Total Disability
 - Long-Term Total Disability
 - Weekly IPI COLA
 - Long-Term Total Disability COLA
 - Extra Expense

Providing these benefits for career members will result in additional premium.

* Not available in all states.



Weekly Income

■ Upgrade: Cost Of Living Adjustment (COLA) Benefits

- Minimum 5%
- Maximum 10%

Applies to:

- Total Disability & Extended Total Disability
- Optional – Weekly Injury Permanent Impairment COLA
- Optional – Long-Term Total Disability COLA

■ Change: Additional Disability Weekly Benefit renamed First Week Total Disability Benefit

■ New: Optional – Coordinated 28 Day Total Disability Benefit**

- Provides an additional benefit for the first 28 days in an effort to restore the member's Average Weekly Wage.
- Identify the range of incomes among members and select a Coordinated 28 Day Benefit limit that reflects the income diversity of your organization.
- The result will be a coordinated 28 day disability limit to adequately reimburse members during the first 28 days of disability.

■ Optional New: Long-Term Total Disability – Provides benefits to Age 70**

- Extended Total Disability must be purchased to qualify for the Long-Term Total Disability Benefit.



Total Disability Clarifications

- After 28 Day Disability Benefits coordinate with Workers' Comp benefits that are "paid or payable".
- After 28 Day Disability Benefits coordinate with Retirement Programs, provided by the Policyholder, State, Union or other entity where eligibility is based on employment.
- After 28 Day Disability Benefits are payable up to 100% pre-disability wages.
- If retirement occurs after Total Disability, the Minimum Weekly Benefit does not apply. (Benefits will coordinate to 100% of pre-disability wages).
- If a member returns to work Long-Term Total Disability benefits will cease.



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** See additional details on separate notice.

This is only a brief description of the coverage(s) available under policy series V50000. The Policy contains conditions, reductions, limitations, exclusions, and termination provisions. Full details of the coverage are contained in the Policy. If there are any conflicts between this document and the Policy, the Policy shall govern. Coverage may not be filed and/or available in all states. Specimen policies are available for your review. Except for Washington, insurance underwritten by National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania insurance company, currently authorized to transact business in all states and the District of Columbia. NAIC No. 19445. In Washington, insurance underwritten by AIG Specialty Insurance Company, an Illinois insurance company, currently authorized to operate on a non-admitted basis in Washington. NAIC No. 26883. Executive offices are located at 175 Water Street, 18th Floor, New York, NY 10038.

CO8.068 (11/15)



Weekly Income (Disability) Enhancement Overview

- **First 28 Day Total Disability Benefit.**
 - Unchanged and paid as a flat amount.
- **Optional Coordinated 28 Day Total Disability Benefit.**
 - Provide more equitable reimbursement to both lower and higher wage earners.

Example #1:

\$300 - First 28 Day Benefit only
 \$400 - Workers' Compensation Benefit
 (Volunteer Benefit assumed for example)

Member	#1	#2	#3
AWW - (Earnings)	\$ 0	\$ 300	\$ 1,500
First 28 Day Benefit	\$ 300	\$ 300	\$ 300
Workers' Comp	\$ 400	\$ 400	\$ 400
Total Benefit	\$ 700	\$ 700	\$ 700
Excess (E) / Deficit (D) AWW	\$ 700 (E)	\$ 400 (E)	\$ 800 (D)

Example #2:

\$1,500 - First 28 Day Benefit only
 \$400 - Workers' Compensation Benefit
 (Volunteer Benefit assumed for example)

Member	#1	#2	#3
AWW - (Earnings)	\$ 0	\$ 300	\$ 1,500
First 28 Day Benefit	\$ 1,500	\$ 1,500	\$ 1,500
Workers' Comp	\$ 400	\$ 400	\$ 400
Total Benefit	\$ 1,900	\$ 1,900	\$ 1,900
Excess (E) / Deficit (D) AWW	\$ 1,900 (E)	\$ 1,600 (E)	\$ 400 (E)

- Provides an additional benefit for the first 28 days in an effort to restore the member's Average Weekly Wage.
- Identify the range of incomes among members and select a Coordinated 28 Day Benefit limit that reflects the income diversity of your organization.
- The result will be a coordinated 28 day disability limit to adequately reimburse members during the first 28 days of disability.

Example #3:

\$200 - First 28 Day Benefit
 \$900 - Coordinated 28 Day Benefit
 \$400 - Workers' Compensation Benefit
 (Volunteer Benefit assumed for example)

Member	#1	#2	#3
AWW - (Earnings)	\$ 0	\$ 300	\$ 1,500
First 28 Day Benefit	\$ 200	\$ 200	\$ 200
Workers' Comp	\$ 400	\$ 400	\$ 400
Coordinated 28 Day Benefit	\$ 0	\$ 0	\$ 900
Excess (E) / Deficit (D) AWW	\$ 600 (E)	\$ 300 (E)	\$ 0

- Purchasing too low of a First 28 Day flat limit can result in a significant deficit for higher wage earners. (Ex. #1)
- Purchasing too high of a First 28 Day flat limit can result in significant excess for lower wage earners. (Ex. #2)
- See how using the Coordinated 28 Day Benefit is more equitable to all. (Ex. #3)

Example	\$ 0 AWW	\$ 300 AWW	\$ 1,500 AWW
#1 - Excess / Deficit	\$ 700 (E)	\$ 400 (E)	\$ 800 (D)
#2 - Excess / Deficit	\$ 1,900 (E)	\$ 1,600 (E)	\$ 400 (E)
#3 - Excess (E) / Deficit (D)	\$ 600 (E)	\$ 300 (E)	\$ 0

Total Disability Updates

Duration of Disability Benefits

- Current Total Disability: 5 Years – Standard maximum benefit period.
- Extended Total Disability: 10 Years – Optional additional benefit period.
- Long-Term Total Disability: Age 70 – Optional additional benefit period.

NEW: Long-Term Total Disability

- Extended Total Disability Benefits must be purchased to be eligible for Long-Term Total Disability.
- Total Disability definition changes to Gainful Occupation under Long-Term Total Disability.
- A Gainful Occupation is one that provides 85% of pre-disability income.
- Basis of payment is the Total Disability benefit amount on the 29th day + COLA.
- Includes benefits for INJURY or ILLNESS.
- If a member returns to work Long-Term Total Disability benefits will cease.

Injury Benefits will be a combination of:

- Weekly Injury Permanent Impairment (*payable for lifetime*).
- Coordinates with Long-Term Total Disability (*payable to Age 70*).
- Offset by Workers' Compensation (*when applicable*).

Example of Coordination with Long-Term Total Disability and Weekly Injury Permanent Impairment:

- Assumes \$1,000 Weekly Long-Term Total Disability Benefit selected
- Assumes 60% Impairment

	Member Totally Disabled Not Impaired	Member Impaired Not Totally Disabled	Member Totally Disabled And Impaired
Long-Term Total Disability Benefit	\$ 1,000	\$ 0	\$ 400
Weekly Injury Permanent Impairment Benefit	\$ 0	\$ 600	\$ 600
Total Benefits	\$ 1,000	\$ 600	\$ 1,000

This is only a brief description of the coverage(s) available under policy series V50000. The Policy contains conditions, reductions, limitations, exclusions, and termination provisions. Full details of the coverage are contained in the Policy. If there are any conflicts between this document and the Policy, the Policy shall govern. Coverage may not be filed and/or available in all states. Specimen policies are available for your review. Except for Washington, insurance underwritten by National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania insurance company, currently authorized to transact business in all states and the District of Columbia. NAIC No. 19445. In Washington, insurance underwritten by AIG Specialty Insurance Company, an Illinois insurance company, currently authorized to operate on a non-admitted basis in Washington. NAIC No. 26883. Executive offices are located at 175 Water Street, 18th Floor, New York, NY 10038.

A&S ENHANCEMENTS



Infectious Disease: When VFIS pioneered coverage for Infectious Disease we used the Secretary of Health and Human Services (HHS) definition. Over time, we learned that infectious disease has evolved and the HHS list may not be all encompassing. As a result, we no longer limit coverage to those diseases defined by HHS.

Illness Loss of Life Benefit: The intent of this benefit has always been to provide coverage for Illnesses (typically heart attacks) that occur as a result of a line of duty activity. Our plan previously addressed this by providing coverage if death occurred at an event or if an Insured Person suffered a symptom, stopped what they were doing and sought immediate medical treatment. It also provided insurance protection if an Insured Person sought medical treatment within 48 hours of an event for an Illness (heart attack) with the physician confirming the Illness was caused by the event.

THE ENHANCED COVERAGE:

- Continues to cover death that occurs at a Covered Activity.
- **Significantly expands the coverage to pay the death benefit if death occurs due to a heart attack or stroke within 48 hours of participating in an emergency response, fire suppression, rescue or medical activity or training activity simulating an emergency where active physical participation is required.**
- It is also important to note that time limits continue to be waived for Infectious Disease.

Disability Benefits: The current program was designed to terminate disability benefits if the Insured Person was entitled to retirement benefits. The revised program eliminates this restriction for Volunteers. Through this enhancement, it is intended that volunteers continue to receive the benefits under our program even if they begin receiving retirement benefits from their regular employer.

Cancer Clarification: The VFIS Accident and Sickness program is designed to cover Emergency Service Personnel when a specific Covered Activity causes an Injury and is intended to address Illnesses such as heart attacks, Infectious Disease and strokes. This amendatory endorsement clarifies our position that Cancer is excluded under the VFIS program.

If you are interested in obtaining coverage for Cancer, as well as additional benefits for heart attack and stroke, our VFIS affiliate, Glatfelter Specialty Benefits offers a Critical Illness Policy. See Critical Illness Brochure for additional information on these benefits.

VFIS • 183 Leader Heights Road • York, PA 17402 • (800) 233-1957 www.vfis.com



Underwritten by:

National Union Fire Insurance Company of Pittsburgh, Pa., with its principal place of business at 175 Water Street, 18th Floor, New York, New York 10038. It is currently authorized to transact business in all states and the District of Columbia. NAIC 19445

This is only a brief description of the coverage available. The policy will contain reductions, limitations, exclusions and termination provisions. For costs and complete details of coverage please contact VFIS at the above number or your insurance agent.

C08-068 (12/12)

ANNOUNCING 24 HOUR ON AND OFF DUTY COVERAGE
FOR HEART ATTACKS, CANCER, STROKE AND ACCIDENTAL DEATH.

CRITICAL ILLNESS INSURANCE

FOR EMERGENCY SERVICE VOLUNTEER AND CAREER PERSONNEL

FIRE AND EMERGENCY SERVICE ORGANIZATIONS THROUGHOUT NORTH AMERICA HAVE RELIED ON VFIS' ACCIDENT AND SICKNESS PROGRAM TO COVER EMERGENCY SERVICES RELATED ACCIDENTS AND ILLNESSES INCLUDING HEART ATTACKS.

However, many heart and circulatory related claims may not be covered by workers' compensation or Accident & Sickness policies. Coverage questions may arise because the heart condition manifested itself after the covered event, a treating or consulting physician determined the event did not cause the heart problem or for other reasons.

Cancer is another disease on the minds of individuals involved in emergency services. Many have no coverage under an Accident and Sickness program and limited, if any coverage, available through Workers' Compensation.

Now, with the VFIS **Critical Illness Insurance Program**, your emergency service personnel can receive a lump sum cash benefit when diagnosed with a heart attack, stroke or life threatening cancer. Please refer to the proposal for a detailed explanation of cancers covered. Coverage is provided on a 24 hour on and off duty basis. Of course like all insurance policies, there are certain conditions of coverage among them:

Conditions of Coverage:

- The coverage must be in effect for a Covered Person for at least 90 days prior to the diagnosis of the condition
- The Covered Person must survive for a period of 30 days after the diagnosis (The VFIS Group Term Life Insurance Policy is intended to provide survivor benefits in the event the Covered Person does not survive)
- The Covered Person is under age 75 when first diagnosed with cancer



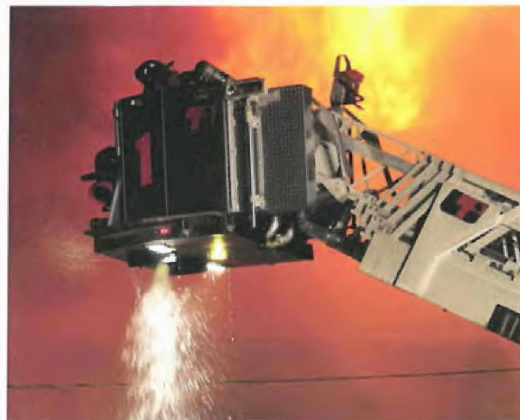
VFIS
A Division of GlaxoSmithKline Insurance Group

800.233.1957
www.vfis.com

Coverage underwritten by ACE American Insurance Company located at 436 Walnut Street, WA04F, Philadelphia, PA 19106.

Who is Eligible? (Covered Person)

All members of an emergency service organization whose name appears on the roster submitted at policy inception will be considered Covered Persons. New members are eligible for coverage at the next anniversary date upon receipt of an updated roster. Coverage terminates on the policy expiration date when a member is no longer with the organization and therefore not listed on the renewal census.



Our records indicate the Mailing Address for this Insured is as follows:

ALABAMA FIRE CHIEFS ASSOCIATION, INC
151 HUTCHESON DRIVE
PHIL CAMPBELL, AL 35581

Please note the address of your actual location may be reflected on the declaration page.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

SCHEDULE OF COVERAGE - VOLUNTEER

Policy Number: VFP-4501-5323E-0

Policyholder: Group Insurance Trust (Delaware)

Participating Organization: ALABAMA FIRE CHIEFS ASSOCIATION, INC
(Name and Address) 151 HUTCHESON DRIVE
PHIL CAMPBELL, AL 35581

Policy Effective Date: 2/6/2016 Term: 1 Year

Policy Termination Date: 2/6/2017 Premium: \$4,389

This Schedule of Coverage provides only those benefits that have a specified amount entered opposite the name of the benefit. Benefits that are followed by the word "none" are not provided under this policy.

PART COVERAGE

I. Loss of Life Benefits

A. Accidental Death Benefits

(1) Accidental Death Benefit Amount	\$75,000
(2) Seat Belt Benefit Amount	\$18,750
(3) Safety Vest Benefit Amount.....	\$18,750
(4) Military Death Benefit Amount	\$15,000

B. Illness Loss of Life Benefit Amount

\$75,000

C. Dependent Child and Education Benefit Amount.....

\$30,000

D. Spousal Support and Education Benefit Amount.....

\$15,000

E. Memorial Benefit Amount.....

\$5,000

F. Dependent Elder Benefit Amount.....

\$5,000

G. Repatriation Benefit Amount.....

\$2,500

II. Lump Sum Living Benefits

A. Accidental Dismemberment and Paralysis Benefit Principal Sum

\$75,000

B. Vision Impairment Benefit Principal Sum

\$75,000

C. Injury Permanent Impairment Benefit Principal Sum

\$75,000

D. Heart Permanent Impairment Benefit Principal Sum

\$75,000

E. Illness Permanent Impairment Benefit Principal Sum.....

\$75,000

F. Cosmetic Disfigurement Resulting From Burns Benefit Principal Sum.....

\$75,000

G. HIV Positive Lump Sum Living Benefit Principal Sum

\$75,000

- III. Weekly Income Benefits**
- A. Total Disability Benefits
- (1) Total Disability Weekly Amount (first 28 days) \$100
- (2) Total Disability Maximum Weekly Amount (after 28 days) \$100
- (3) Total Disability Minimum Weekly Amount \$25
- B. Partial Disability Benefits
- (1) Partial Disability Weekly Amount (first 28 days) \$50
- (2) Partial Disability Maximum Weekly Amount (after 28 days) \$50
- (3) Partial Disability Minimum Weekly Amount \$13
- C. Disability Benefits General
- IV. Occupational Retraining Benefit Maximum Amount** \$20,000
- V. Weekly Injury Permanent Impairment Benefit** Yes No
- VI. Medical Expense Benefits**
- A. Medical Expense Benefit Maximum Amount \$10,000
- Medical Expense Benefit Options
- (1) Excess of Workers' Compensation or No-Fault Auto Insurance Benefits
- (2) Primary Medical Expense Benefit
- B. Cosmetic Plastic Surgery Maximum Amount \$25,000
- C. Post-Traumatic Stress Disorder Maximum Amount \$25,000
- D. Critical Incident Stress Management Maximum Amount \$25,000
- E. Family Expense Benefit Amount (per day) \$100
- F. Family Bereavement and Trauma Counseling Benefit Amount (per person) \$1,000
- VII. Transition Benefit** Yes No
- VIII. Felonious Assault Benefit Amount** \$37,500
- IX. Home Alteration and Vehicle Modification Benefit Maximum Amount** \$50,000
- X. Optional Benefits**
- A. Weekly Hospital Benefit Amount NONE
- B. First Week Total Disability Benefit Amount NONE
- C. Coordinated 28 Day Total Disability Benefit Amount NONE
- D. Extended Total Disability Benefit Yes No
- E. Long-Term Total Disability Benefit Yes No
- F. Cost Of Living Adjustment (COLA) Benefits
- (1) Weekly Injury Permanent Impairment COLA Yes No
- (2) Long-Term Total Disability COLA Yes No
- G. Extra Expense Benefit
- Extra Expense Benefit Monthly Amount NONE
- Extra Expense Benefit Maximum Amount NONE
- H. 24-Hour Accident Benefit Amount NONE
- I. Off-Duty Accident Benefit Amount NONE

SCHEDULE OF FORMS AND RIDERS

POLICY FORMS ATTACHED AT ISSUANCE:

V50000NUFIC
V50004NUFIC
89644 (06/13)

Schedule of Coverage - Volunteer
Blanket Accident and Sickness Insurance Policy – Volunteer Members
Economic Sanctions Endorsement

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

NOTICE

This is not comprehensive health insurance coverage. It does not satisfy the requirements of minimum essential coverage under the Affordable Care Act.

BLANKET ACCIDENT AND SICKNESS INSURANCE POLICY VOLUNTEER MEMBERS

This policy is a legal contract between the **Policyholder** and/or **Participating Organization** named in the application and **Us**. **We** agree to insure certain persons (herein called **Insured Persons**) against loss covered by this policy subject to its provisions, benefits, limitations and exclusions. The persons eligible to be insured are all persons described in this policy as **Insured Persons**. This policy provides accident and sickness insurance to **Insured Persons** while they are participating in a **Covered Activity**.

CONSIDERATION – TERM

This policy is issued in consideration of the payment of the required premium when due as shown in the **Schedule**. **We** agree to provide the benefits shown in the **Schedule** to **Insured Persons** in accordance with the provisions and conditions of this policy. This policy may be changed or terminated without consent of or notice to each **Insured Person**.

The term of this policy begins on the policy Effective Date and continues in effect until the policy Termination Date, both of which are shown in the **Schedule**, as long as premiums are paid when due, unless otherwise terminated as further provided in this policy. If this policy is terminated, insurance ends on the date to which premiums have been paid. All periods of insurance will begin and end at 12:01 AM Standard Time at the address of the **Policyholder** and/or **Participating Organization**.

RENEWAL

After the policy Termination Date shown in the **Schedule**, this policy may be renewed for additional periods of time by mutual written consent of **Us** and the **Policyholder** and/or **Participating Organization** at the premium rates set by **Us** for the renewal period. If this policy is not renewed, insurance will stop on the date to which premiums have been paid subject to the Grace Period provision.

POLICY EFFECTIVE AND TERMINATION DATES

Effective Date. This policy begins on the policy Effective Date shown in the **Schedule** at 12:01 AM Standard Time at the address of the **Policyholder** and/or **Participating Organization** where this policy is delivered.

Termination Date. **We** may terminate this policy by giving 30 days advance notice in writing to the **Policyholder** and/or **Participating Organization**. This policy may, at any time, be terminated by mutual written consent of **Us** and the **Policyholder** and/or **Participating Organization**. Termination takes effect at 12:01 AM at the **Policyholder** and/or **Participating Organization's** address on the date of termination.

INDIVIDUAL EFFECTIVE AND TERMINATION DATES

Coverage for an **Insured Person** will take effect on the later of: (1) the policy **Effective Date** shown in the **Schedule**; or (2) the date he or she becomes an **Insured Person** as defined in this policy.

Coverage for an **Insured Person** will end on the earliest of: (1) the date this policy terminates; (2) the date he or she is no longer an **Insured Person** as defined in this policy; or (3) the date the **Policyholder** and/or **Participating Organization's** coverage ends.


Termination of coverage will not affect any loss resulting from participation in a **Covered Activity** when such participation occurred prior to the date of termination.

PREMIUM

Premiums. Premiums are payable to **Us** at the rates described in the Premium section of the **Schedule**. **We** may change the required premiums as a condition of any renewal of this policy. **We** may also change the required premiums at any time when any change in coverage affecting premiums is made in this policy.

This policy is governed by the laws of the state in which it is delivered.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this policy:


President


Secretary

PLEASE READ THIS POLICY CAREFULLY.

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DEFINITIONS

(Additional defined terms can be found throughout this policy)

Any term in capitals and quotations or any term in bold type in the policy, application, riders, endorsements, amendments or other attached papers are to be given the meanings as ascribed in this section or as later defined.

Administrative Personnel – means a person who works an average of 25 hours or more per week while acting within the scope of his or her employment for the **Policyholder** and/or **Participating Organization**, which does not include any emergency response or any emergency response training as listed in items (1), (2), (3) or (4) under **Covered Activities**.

Average Weekly Wage – means an average weekly wage determined by the greater of:

- (1) the weekly average of the total of wages, salaries, tips, or unemployment compensation for the calendar year immediately preceding the year in which the loss occurred;
- (2) the weekly average of wages earned in the 12 months preceding the loss;
- (3) the weekly average of the annualized weekly wage earned in the three months preceding the loss; or
- (4) for the self-employed, the weekly average of the amount taken from Schedule C, E, or F which is reported on IRS Form 1040 as net taxable income, excluding rental, investment or passive income.

The **Average Weekly Wage** will be verified by the **Insured Person's** employer and/or tax records.

Consumer Price Index – means the consumer price index published by the United States Department of Labor's Bureau of Labor Statistics for All Urban Consumers, All Items (CPI-U).

Covered Activity – means any activity, including travel directly to and from such activity, which is a normal duty of an **Insured Person**, including any:

- (1) emergency response for fire suppression and rescue or emergency medical activity;
- (2) training exercise which simulates an emergency and where active physical participation is required;
- (3) **Firematic Events or Contests**;
- (4) class room training;
- (5) fund-raising activities including athletic activities solely for the purpose of raising funds for the **Policyholder** and/or **Participating Organization** or other non-profit organization when such fund-raising is performed as an activity of the **Policyholder** and/or **Participating Organization**, except any form of football, hockey, lacrosse, soccer, boxing, rugby or martial arts;
- (6) official functions attended primarily by members of the **Policyholder** and/or **Participating Organization** for which the purpose is to further the business of the **Policyholder** and/or **Participating Organization** (i.e. installation dinners, banquets, etc.);
- (7) official conventions, conferences or meetings of emergency fire, rescue or medical personnel attended by the **Insured Person** on behalf of the **Policyholder** and/or **Participating Organization** including personal travel and activities related to attending such convention, conference or meeting;
- (8) participation in pre-approved covered athletic events or programs conducted on the premises of the **Policyholder** and/or **Participating Organization**;
- (9) authorized public safety education events; and
- (10) administrative or maintenance duties.

Under no circumstance is there coverage for participation in the athletic events listed in Exclusion number 9.

The **Covered Activity** must be performed at the direction, or with the knowledge, of an officer of the **Policyholder** and/or **Participating Organization**, unless immediate action is required of the **Insured Person** at the scene of an emergency not on behalf of the **Policyholder** and/or **Participating Organization** or any other organization.

Covered Person - means all members who are listed on the **Policyholder** and/or **Participating Organization's** roster. The roster will be maintained and periodically updated by the **Policyholder** and/or **Participating Organization**. The roster will be kept on file by the **Policyholder** and/or **Participating Organization**.

Dependent Child - means any unmarried child of the **Insured Person** who was dependent upon the **Insured Person** and either claimed on the **Insured Person's** most recent or final federal tax return, or was dependent as a result of a legally enforceable agreement filed with a court or other administrative body.

Firematic Events or Contests – means practice or participation in an organized event intended to enhance the **Insured Person's** skills or emergency reaction times. These events include, but are not limited to, departmental or interdepartmental:

- (1) apparatus pumping contests;
- (2) battle of the barrel;
- (3) antique pumping;
- (4) hose rolling contests;
- (5) equipment donning contests;
- (6) bucket brigades;
- (7) ladder climbs;
- (8) tug of war contests; and
- (9) apparatus operation rodeos.

Gainful Occupation – means a job for which an **Insured Person** is qualified by reason of education, training or experience, that has a reasonable expectation to provide more than 85% of pre-disability earnings.

Hemiplegia - means the complete and irreversible paralysis of the upper and lower limbs of the same side of the body.

HIV - means human immunodeficiency virus.

Hospital - means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more **Physicians**.

A **Hospital** does not include:

- (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; or
- (2) a facility which is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes.

Illness(es) – means any disease, sickness, or infection of an **Insured Person** while coverage under this policy is in force as to the **Insured Person**. The **Illness** must:

- (1) manifest itself during a specific **Covered Activity** with the result that the **Insured Person** interrupts his or her participation in such **Covered Activity** in order to receive immediate **Medical Treatment**; or
- (2) directly result from participation in a **Covered Activity** and also result in the **Insured Person** receiving **Medical Treatment** within 48 hours of participation in such **Covered Activity**. The requirement that **Medical Treatment** be received within 48 hours is waived for **Infectious Diseases**.

Immediate Family Member – means the **Insured Person's** spouse, child, parent, brother or sister.

Infectious Disease(s) – means an easily transmitted, potentially life-threatening disease resulting from bacterial, viral, fungal, or protozoan infection.

Injury(ies) – means accidental bodily injury sustained by the **Insured Person**:

- (1) during and resulting from an **Insured Person's** participation in a specific **Covered Activity** while coverage under this policy is in force as to the **Insured Person**;
- (2) which directly (independent of sickness, disease, mental incapacity or any other cause) causes a loss to the **Insured Person**; and
- (3) which is not otherwise defined as an **Illness**.

The term **Injury**, for the purposes of this policy, will not include human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or AIDS related complex (ARC), or any heart or circulatory malfunction.

Insured Person(s) – means any officially designated member of the **Policyholder** and/or **Participating Organization** while acting as:

- (1) a volunteer member for the **Policyholder** and/or **Participating Organization**;
- (2) any junior member or member in training;
- (3) any commissioner, director, trustee or other similar position associated with the **Policyholder** and/or **Participating Organization**;
- (4) any bystander deputized at the time of the emergency by an official of the **Policyholder** and/or **Participating Organization** to assist in an emergency, but only during the actual emergency;
- (5) any auxiliary member;
- (6) any non-member who is requested to participate by the auxiliary or **Policyholder** and/or **Participating Organization**;
- (7) any member who receives remuneration for on-call duty or out of pocket expenses and
- (8) **Administrative Personnel**;

Subject to the following:

An **Insured Person** will not include a **Paid Employee** while acting within the scope of his or her employment unless the policy is specifically endorsed to provide coverage for career members, except for **Administrative Personnel**.

Limb(s) - means entire arm or entire leg.

Long-Term Total Disability - means:

- (1) For an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage** at the time **Total Disability** benefits become payable, **Long-Term Total Disability** means the inability to perform all of the material and substantial duties of any **Gainful Occupation**.
- (2) For an **Insured Person** who does not have an occupation producing wages as described in the definition of **Average Weekly Wage** at the time **Total Disability** benefits become payable, **Long-Term Total Disability** means:
 - (a) the inability to perform all of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or
 - (b) the inability to perform any two of six activities of daily living of the **Insured Person**. Activities of daily living include mobility, eating, elimination, cognition, personal hygiene, and dressing.

The **Insured Person** must be under the regular care of a **Physician** during **Long-Term Total Disability**.

Medical Treatment - means treatment by a **Physician** or at a **Hospital** for the **Illness**.

Other Valid and Collectible Insurance – means any:

- (1) group plan, program, or insurance policy;
- (2) other group hospital, surgical or medical benefit plan;
- (3) union welfare plans or group employer or employee benefit programs;
- (4) no-fault automobile insurance plan or similar law; or
- (5) regular or disability benefits paid under a **Retirement Program** after the commencement of **Partial Disability** or **Total Disability** benefits under this policy.

Other Valid and Collectible Insurance will not include benefits provided by the United States Social Security Act or any individual disability insurance plans.

Out-Patient Physical Therapy – means rehabilitative physical therapy which is:

- (1) received without being confined overnight in a **Hospital** as a registered bed patient;
- (2) an approved therapy program;
- (3) necessary for the rehabilitation of an **Insured Person** from an **Injury** or an **Illness** for which he or she was confined in a **Hospital** for treatment;
- (4) administered by a licensed physical therapist; and
- (5) monitored by a **Physician**.

Paid Employee(s) – means a person who receives compensation and works an average of 25 hours or more per week for the **Policyholder** and/or **Participating Organization**. The time frame used to determine the average hours or the salaried schedule will be the same time frame used to calculate the **Average Weekly Wage**. **Paid Employee** does not include **Administrative Personnel**.

Paraplegia - means the complete and irreversible paralysis of both lower **Limbs**.

Partial Disability, Partially Disabled – means,

- (1) For an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage**, the inability to perform one or more, but not all, of the material and substantial duties of his or her own occupation.
- (2) If the **Insured Person** does not have an occupation producing wages as described in the definition of **Average Weekly Wage**, **Partial Disability, Partially Disabled** means:
 - (a) the inability to perform one or more, but not all, of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or
 - (b) the inability to perform one or more, but not all, of the regular activities of the **Insured Person** prior to the covered **Injury or Illness**.

The **Insured Person** must be under the regular care of a **Physician** during **Partial Disability**.

Participating Organization(s) – means a non-profit emergency service organization, municipality or political subdivision that elects coverage under this policy and pays the required premium. The **Participating Organization** is named in the **Schedule** and/or the Schedule of Policyholders/Participating Organizations. Coverage for such **Participating Organization** will be in force at 12:01 A.M. on the policy Effective Date shown in the **Schedule** subject to payment of the required premium. Coverage is limited to **Insured Persons** of any fire, emergency, rescue, or ambulance department of the municipality or political subdivision.

Permanent Impairment - means a medical condition which is a physical or functional abnormality or loss, which remains after the maximum medical rehabilitation has been achieved, and which is considered stable or non-progressive by the **Physician** at the time an evaluation is made.

Physician(s) – means any duly licensed medical practitioner:

- (1) who is acting within the scope of his or her license; and
- (2) who is not the **Insured Person** or an **Immediate Family Member**.

Policyholder – means a non-profit emergency service organization, municipality or political subdivision that elects coverage under this policy and pays the required premium. The **Policyholder** is named in the **Schedule**. Coverage for such **Policyholder** will be in force at 12:01 A.M. on the policy Effective Date shown in the **Schedule** subject to payment of the required premium. Coverage is limited to **Insured Persons** of any fire, emergency, rescue, or ambulance department of the municipality or political subdivision.

Post-Traumatic Stress Disorder – means emotional distress resulting from a **Traumatic Incident** experienced by an **Insured Person** which adversely affects the psychological and physical well-being of the **Insured Person**.

Quadriplegia - means the complete and irreversible paralysis of both upper and both lower **Limbs**.

Reasonable and Customary Expense – means an expense which:

- (1) is charged for treatment, supplies or medical services medically necessary to treat the **Insured Person's** condition;
- (2) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and
- (3) does not include charges that would not have been made if no insurance existed.

Retirement Program - means any normal, early, or disability retirement benefit, provided by the **Policyholder** and/or **Participating Organization**, State, Union or other entity where eligibility and/or benefits are based on employment with the **Policyholder** and/or **Participating Organization**.

Schedule – means the Schedule of Coverage which is attached to this policy.

Total Disability, Totally Disabled – means,

- (1) For an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage**, the inability to perform all of the material and substantial duties of his or her own occupation.
- (2) If the **Insured Person** does not have an occupation producing wages as described in the definition of **Average Weekly Wage**, **Total Disability, Totally Disabled** means:
 - (a) the inability to perform all of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or
 - (b) the inability to perform all of the regular activities of the **Insured Person** prior to the covered **Injury or Illness**.

The **Insured Person** must be under the regular care of a **Physician** during **Total Disability**.

Traumatic Incident – means an abnormal experience, outside the range of usual human experiences and includes, but is not limited to:

- (1) line-of-duty death or serious injury to other **Insured Persons**;
- (2) a single incident having multiple casualties;
- (3) death or serious injury of a child; and
- (4) dealing with victims known to the **Insured Person**.

Uniplegia - means the complete and irreversible paralysis of one **Limb**.

We, Us, or Our refers to National Union Fire Insurance Company of Pittsburgh, Pa.

PART I. LOSS OF LIFE BENEFITS

A. ACCIDENTAL DEATH BENEFITS

- (1) Accidental Death Benefit. **We** will pay the Accidental Death Benefit Amount shown in the **Schedule** if **Injury** to an **Insured Person** results in the **Insured Person's** death.

In the event that an Accidental Death Benefit and an Accidental Dismemberment Benefit and/or a Vision Impairment Benefit are payable under this policy as a result of any **Injury** sustained while participating in the same **Covered Activity**, only one benefit, the largest, will be paid.

- (2) Seat Belt Benefit. If an Accidental Death Benefit is payable under this policy and the accident which caused the **Insured Person's** accidental death occurred while the **Insured Person** was wearing a properly fastened automotive seat belt or other vehicle occupant restraint, such as an ambulance harness or tether, **We** will pay an additional amount equal to the Seat Belt Benefit Amount shown in the **Schedule**.
- (3) Safety Vest Benefit. If an Accidental Death Benefit is payable under this policy and death results from being struck as a pedestrian while on the scene of a motor vehicle accident or while directing traffic and the **Insured Person** was wearing an approved American National Standards Institute, Inc. (ANSI)/ Manual on Uniform Traffic Control Devices (MUTCD) "Safety Vest", **We** will pay an additional amount equal to the Safety Vest Benefit Amount shown in the **Schedule**.

"**Safety Vest**" - means a vest approved in the MUTCD as published by the ANSI.

- (4) Military Death Benefit. If bodily injury sustained while serving or training on behalf of the United States Military or respective Guard or Reserve Unit results in a **Covered Person's** death, **We** will pay the Military Death Benefit shown in the **Schedule**. Death must occur within 12 months of the bodily injury. Exclusions 4 and 8 do not apply to this benefit.

No Military Death Benefit is payable if an Accidental Death Benefit is payable under this policy.

B. ILLNESS LOSS OF LIFE BENEFIT

If death to an **Insured Person**:

- (1) occurs during a specific **Covered Activity** and is not otherwise payable as an Accidental Death Benefit; or
- (2) occurs due to a covered **Illness** as a result of participation in a specific **Covered Activity** or
- (3) occurs due to a heart attack or stroke within 48 hours of participating in:
 - (a) an emergency response for fire suppression and rescue or emergency medical activity; or
 - (b) a training exercise which simulates an emergency and where active physical participation is required,

We will pay the Illness Loss of Life Benefit shown in the **Schedule**.

Either death or **Medical Treatment** for the **Illness** must occur within 48 hours of the **Covered Activity**. The requirement that death or **Medical Treatment** for the **Illness** be within 48 hours is waived for **Infectious Disease**.

No Illness Loss of Life Benefit will be payable if an Accidental Death Benefit is payable under the policy, or if, as a direct result of participation in the same **Covered Activity**, an HIV Positive Benefit was paid to the **Insured Person** under this policy.

C. DEPENDENT CHILD AND EDUCATION BENEFIT

If either an Accidental Death Benefit or an Illness Loss of Life Benefit is payable under the policy, **We** will pay the Dependent Child and Education Benefit Amount shown in the **Schedule** for each **Dependent Child**. **We** may make payment directly to the **Dependent Child's**:

- (1) guardian; or
- (2) to an individual or institution with custody of the **Dependent Child** if;
 - (a) the **Dependent Child** is a minor or is not competent to give a valid receipt for payment due him or her; and
 - (b) no request for payment has been received by **Us** from a duly appointed guardian or other legally appointed representative.

Payment made in this manner will release **Us** from all liability to the extent of any payment made.

D. SPOUSAL SUPPORT AND EDUCATION BENEFIT

If either an Accidental Death Benefit or an Illness Loss of Life Benefit is payable under the policy, **We** will pay the Spousal Support and Education Benefit Amount shown in the **Schedule** to the **Insured Person's** surviving spouse. In no event will more than one Spousal Support and Education Benefit Amount be paid.

E. MEMORIAL BENEFIT

If either an Accidental Death Benefit or an Illness Loss of Life Benefit is payable under the policy for each such death, **We** will also pay the Memorial Benefit Amount shown in the **Schedule** to the **Policyholder** and/or **Participating Organization**.

F. DEPENDENT ELDER BENEFIT

If either an Accidental Death Benefit or an Illness Loss of Life Benefit is payable under the policy, **We** will pay the Dependent Elder Benefit Amount shown in the **Schedule** for each "Dependent Elder". **We** may make payment directly to the "Dependent Elder". Payment made in this manner will release **Us** from all liability to the extent of any payment made.

"**Dependent Elder**" - means any parent, parent-in-law, grandparent, grandparent-in-law, great grandparent or great grandparent-in-law of the **Insured Person** who was dependent upon the **Insured Person** and claimed on the **Insured Person's** final federal tax return.

G. REPATRIATION BENEFIT

If an Accidental Death Benefit or Illness Loss of Life Benefit is payable under this policy and the **Insured Person** was beyond a 30 mile radius from his or her current place of primary residence at the time of death, **We** will pay for reasonable expenses incurred to transport his or her body to the local vicinity of their current place of primary residence.

We will not pay more than the Repatriation Benefit Amount shown in the **Schedule** per **Insured Person**.

PART II. LUMP SUM LIVING BENEFITS

A. ACCIDENTAL DISMEMBERMENT AND PARALYSIS BENEFIT

If **Injury** to an **Insured Person** results in a “Loss” listed below, **We** will pay the indicated percentage of the Accidental Dismemberment and Paralysis Principal Sum shown in the **Schedule** for the “Loss” suffered. If the **Insured Person** suffers more than one “Loss” as a result of any one **Injury**, only one amount, the largest, will be paid.

Accidental Dismemberment and Paralysis Chart

<u>For Loss of:</u>	<u>% of Principal Sum Payable</u>
Quadriplegia	200%
Paraplegia	200%
Hemiplegia	200%
Uniplegia	100%
Both Hands or Both Feet	100%
One Hand and One Foot.....	100%
Entire Sight of Both Eyes	100%
One Hand and Entire Sight of One Eye	100%
One Foot and Entire Sight of One Eye.....	100%
Speech and/or Hearing	100%
One Arm or One Leg	100%
One Hand or One Foot	50%
Entire Sight of One Eye	50%
Both Thumbs	50%
One Thumb.....	25%
Each Joint of a Finger or Toe	10%

“**Loss**” - means **Quadriplegia, Paraplegia, Hemiplegia, Uniplegia**, or with reference to the foot, a complete severance through or above the ankle joint; with reference to the hand, the complete severance of the distal, proximal or medial phalanx of four fingers; with reference to the arm or leg, the complete severance through or above the elbow or knee joint; with reference to the thumb, the complete severance at the metacarpophalangeal joint; and with reference to a joint of a finger or toe, the complete severance of a distal, proximal or (where applicable) medial phalanx. “**Loss**” of speech or hearing means the total and irrecoverable loss of speech and/or hearing. “**Loss**” of sight means the total and irrecoverable loss of sight.

In the event that an Accidental Dismemberment Benefit and an Accidental Death Indemnity Benefit are payable under this policy as a result of any **Injury** sustained while participating in the same **Covered Activity**, only one benefit, the largest, will be paid.

B. VISION IMPAIRMENT BENEFIT

If **Injury** to an **Insured Person** results in “Permanent Damage” to the **Insured Person’s** eyesight, **We** will pay the indicated percentage of the Vision Impairment Benefit Principal Sum shown in the **Schedule**, for each impaired eye, based on the degree of vision impairment according to the Vision Impairment Chart shown below. This benefit chart will apply separately to each eye.

Vision Impairment Chart

<u>Vision Impairment</u>	<u>% of Vision Impairment Benefit Payable Per Each Eye</u>
20/20	0.00%
20/30	2.75%
20/40	5.50%
20/50	8.25%
20/60	11.00%
20/80	16.50%
20/100	22.00%
20/120	28.00%
20/150	36.00%
20/180	44.50%
20/200 or poorer	50.00%

If the sight of an eye is less than 20/20 before the "Permanent Damage", **We** will pay a benefit based only upon the additional impairment due to the **Injury**. In no event will **We** pay both an Accidental Dismemberment and Paralysis Benefit for a loss of sight and a Vision Impairment Benefit for **Injury** to the same eye sustained while participating in the same **Covered Activity**.

If a Vision Impairment Benefit is payable, it will be in addition to any Accidental Dismemberment and Paralysis Benefit payable for any non-vision related **Injury** sustained while participating in the same **Covered Activity**. However, in no event will the total amount of benefits payable as a result of any one **Injury** exceed 100% of the largest Principal Sum shown in the **Schedule** for these benefits.

"**Permanent Damage**" - means with reference to the eyes, irreparable **Injury** which results in permanently impaired vision, but not in total and irrecoverable loss of sight.

C. INJURY PERMANENT IMPAIRMENT BENEFIT

If an **Insured Person** suffers a **Permanent Impairment** due to an **Injury** and the **Insured Person** participates in an approved physical rehabilitation program if his or her physical condition so warrants, **We** will pay the impairment rating percentage of the Injury Permanent Impairment Benefit Principal Sum shown in the **Schedule**. In no event will an Injury Permanent Impairment Benefit be payable if the Heart Permanent Impairment Benefit or an Illness Permanent Impairment Benefit is payable for any one **Injury** or **Illness** sustained while participating in the same **Covered Activity**.

To Determine the Benefit Payable

The **Insured Person's Permanent Impairment**, due to an **Injury**, will be assigned an impairment value by an examining **Physician**. This value will be expressed as a percentage in relation to the whole person. The impairment rating will be determined by the most current edition of the American Medical Association's (AMA) "Guides to the Evaluation of Permanent Impairment". This percentage rating will be applied to the Injury Permanent Impairment Benefit Principal Sum shown in the **Schedule** to determine the Injury Permanent Impairment Benefit amount payable under this policy.

If an **Injury** results in **Uniplegia**, **We** will pay 100% of the Injury Permanent Impairment Principal Sum shown in the **Schedule**.

If, due to an **Injury**, the **Insured Person** has a **Permanent Impairment** rating of 90% or higher, the **Insured Person** will receive 125% of the Injury Permanent Impairment Benefit Principal Sum.

For example:

- (1) if a knee **Injury** resulted in an AMA guideline lower extremity impairment rating of 38%, which equates to 15% of the whole body, the benefit would be 15% of the Injury Permanent Impairment Benefit Principal Sum; or
- (2) if a combination of leg and back **Injuries** result in an AMA guideline whole person impairment rating of 12% and 17%, respectively, which equates to a combined whole person impairment rating of 27%, the benefit would be 27% of the Injury Permanent Impairment Benefit Principal Sum; or
- (3) if a fracture at the second cervical vertebra causes incomplete **Quadriplegia** with an AMA guideline whole person impairment rating of 93%, the benefit would be increased to 125% of the Injury Permanent Impairment Benefit Principal Sum since the impairment rating is 90% or higher.

Any Injury Permanent Impairment Benefit payable under this policy will be in addition to any Accidental Dismemberment and Paralysis Benefit or Vision Impairment Benefit payable under this policy. However, in no event will the total amount of benefit payable as the result of any one **Injury** exceed 100% of the largest Principal Sum shown in the **Schedule**, unless;

- (1) the Permanent Impairment rating for an **Injury** is 90% or higher in which case **We** will pay 125% of the Injury Permanent Impairment Principal Sum; or
- (2) an **Injury** results in **Quadriplegia, Paraplegia** or **Hemiplegia** in which case **We** will pay 200% of the Injury Permanent Impairment Principal Sum.

If the **Insured Person** is impaired prior to the time of **Injury**, the impairment rating that represents the pre-existing condition will be deducted from the **Permanent Impairment** evaluation due to the **Injury** as described above.

D. HEART PERMANENT IMPAIRMENT BENEFIT

If the **Insured Person** has a "Heart Permanent Impairment" due to a heart condition that results in at least 26 weeks of **Total Disability**, based upon the degree of heart impairment according to the Heart Permanent Impairment Benefit Chart shown below, **We** will pay the indicated percentage of the Heart Permanent Impairment Benefit Principal Sum shown in the **Schedule**.

To Determine the Benefit Payable

No more than nine months after the **Covered Activity**, the **Insured Person's** highest "Left Ventricular Ejection Fraction" and lowest "New York Heart Association Functional Classification" will be obtained and compared to the Heart Permanent Impairment Benefit Principal Sum shown in the **Schedule**. The ratings must result from evaluations performed after the **Covered Activity** date.

If the **Insured Person** had a "Left Ventricular Ejection Fraction" of 35% or lower prior to the **Covered Activity** date, no Heart Permanent Impairment Benefit is due.

Heart Permanent Impairment Benefit Chart

<u>Left Ventricular Ejection Fraction</u>	<u>New York Heart Association Functional Classification</u>	<u>Heart Permanent Impairment Benefit Due</u>
26 to 30% function	Class II	25%
26 to 30% function	Class III or IV	50%
21 to 25% function	Class II or III	50%
21 to 25% function	Class IV	75%
Less than 21% function	Class II or III	75%
Less than 21% function	Class IV	100%

The benefit due is calculated by multiplying the percentage due and the Principal Sum. The benefit is further modified by the **Insured Person's** age on the date of the heart impairment, according to the following table:

- Age 40 or less - 125% of amount payable
- Age 41 to 65 - 75% of amount payable
- Age 66 or over - 50% of amount payable

For example:

- (1) if a 30 year old (on the date of heart impairment) has a "Left Ventricular Ejection Fraction" of 17% and a "New York Heart Association Functional Classification" of Class IV, the benefit would be 100% of the Heart Permanent Impairment Benefit times 125% since the age is less than 40, for a total benefit of 125% of the Heart Permanent Impairment Benefit; or,
- (2) if a 55 year old (on the date of heart impairment) has a "Left Ventricular Ejection Fraction" of 19% and a "New York Heart Association Functional Classification" of Class IV, the benefit would be 100% of the Heart Permanent Impairment Benefit times 75% since the age is between 41 and 65, for a total benefit of 75% of the Heart Permanent Impairment Benefit; or,
- (3) if a 68 year old (on the date of heart impairment) has a "Left Ventricular Ejection Fraction" of 18% and a "New York Heart Association Functional" Classification of Class IV, the benefit would be 100% of the Heart Permanent Impairment Benefit times 50% since the age is 66 or over, for a total benefit of 50% of the Heart Permanent Impairment Benefit.

"Heart Permanent Impairment" - means a medical condition which is a physical and functional abnormality or loss as a consequence of an **Insured Person** sustaining a heart impairment as a result of a **Covered Activity**, resulting in: (1) a "Left Ventricular Ejection Fraction" of 30% or less; and (2) a "New York Heart Association Functional Classification" of II, III, or IV; and (3) at least 26 weeks of **Total Disability**.

"Left Ventricular Ejection Fraction" - means a clinically used measure of the percentage of blood the heart is able to eject from the left ventricle.

"New York Heart Association Functional Classification" is a standard measurement of how heart function affects activities of daily living. Below is a summary of the New York Heart Association Classification:

- I. No symptoms and no limitation in ordinary physical activity.
- II. Mild symptoms and slight limitation during ordinary activity. Comfortable at rest.
- III. Marked limitation in activity due to symptoms, even during less-than-ordinary activity. Comfortable only at rest.
- IV. Severe limitations. Experiences symptoms even while at rest.

E. ILLNESS PERMANENT IMPAIRMENT BENEFIT

If **Illness** to an **Insured Person** results in five years (260 weeks) of Total Disability Benefits, **We** will pay the indicated percentage of the Illness Permanent Impairment Benefit Principal Sum shown in the **Schedule**.

To Determine the Benefit Payable

If the **Insured Person** is unable to return to his or her occupation after five years (260 weeks) of Total Disability Benefits, 50% of the Illness Permanent Impairment Benefit Principal Sum shown in the **Schedule** is payable. If the **Insured Person** is unable to return to any **Gainful Occupation** after five years (260 weeks) of Total Disability Benefits, 75% of the Illness Permanent Impairment Benefit Principal Sum shown in the **Schedule** is payable. If the **Insured Person** has been approved for Social Security disability

benefits or, if not eligible for Social Security disability benefits, otherwise meets the eligibility criteria for Social Security disability benefits, 125% of the Illness Permanent Impairment Benefit Principal Sum as shown in the **Schedule** is payable.

The five year (260 week) period of **Total Disability** does not need to be consecutive weeks but must be payable as a result of one **Illness** sustained while participating in the same **Covered Activity**.

If an **Insured Person** has received a Heart Permanent Impairment Benefit and later becomes eligible for payment under this benefit for the same condition, the amount payable under this benefit is the indicated percentage of the Illness Permanent Impairment Principal Sum shown in the **Schedule**, less the amount previously paid under the Heart Permanent Impairment Benefit. The indicated percentage described in the first paragraph of this section will also apply to the total amount payable.

F. COSMETIC DISFIGUREMENT RESULTING FROM BURNS BENEFIT

If, as the result of **Injury**, an **Insured Person** suffers a cosmetic disfigurement due to a burn that is classified as a full thickness or third degree burn, **We** will pay the indicated percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum shown in the **Schedule**.

To Determine the Benefit Payable

Any Cosmetic Disfigurement Resulting From Burns Benefit payable under this benefit will be based on a percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum shown in the **Schedule** and depend on the area of the body which was burned. The benefit payable for any one loss is determined by the following formula:

- (1) First the area of the body that was burned is assigned an area classification factor by using the chart shown below. Each body part is assigned a classification relative to its visible exposure (i.e., the more visible the exposure the higher the classification);
- (2) This area classification factor is multiplied by the percentage of body surface actually burned. The attending **Physician** will determine the percentage applicable to each burn. The chart below lists the maximum allowance percentage for body surface burned for each area classification;
- (3) Steps 1 and 2 will produce a numerical factor that will be multiplied by the Cosmetic Disfigurement Resulting From Burns Principal Sum to determine the percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable under this benefit.

For example, by using the Cosmetic Burn Chart shown below:

- (a) if 100% of the surface of the right hand and forearm were burned the benefit would be $5 \times 4.5\% = 22.5\%$ of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable; or
- (b) if 50% of the surface of the right hand and forearm were burned the benefit would be $5 \times 2.25\%$ (which is 50% of 4.5) = 11.25% of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable.

The following is a burn chart from which benefits can be determined. This chart represents the maximum percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable for a covered cosmetic disfigurement **Injury**. If the **Insured Person** suffers burns in more than one area as a result of any one **Injury**, benefits will not exceed more than 100% of the Cosmetic Disfigurement Resulting From Burns Principal Sum.

Cosmetic Burn Chart

<u>Body Part</u>	<u>Area Classification</u>	<u>Maximum Allowable % for Area Surface Burned</u>	<u>Maximum % of Cosmetic Disfigurement Resulting from Burns Principal Sum</u>
Face, Neck, Head	11	9.0%	100.0%
Hand & Forearm (Right)	5	4.5%	22.5%
Hand & Forearm (Left)	5	4.5%	22.5%
Upper Arm (Right)	3	4.5%	13.5%
Upper Arm (Left)	3	4.5%	13.5%
Torso (Front)	2	18.0%	36.0%
Torso (Back)	2	18.0%	36.0%
Thigh (Right)	1	9.0%	9.0%
Thigh (Left)	1	9.0%	9.0%
Lower Leg (Right) (below knee)	3	9.0%	27.0%
Lower Leg (Left) (below knee)	3	9.0%	27.0%

The percentage shown is based on 100% of the Body Part identified being burned. Please refer to the **Schedule** for the amount of the Cosmetic Disfigurement Resulting From Burns Principal Sum.

Any Cosmetic Disfigurement Resulting From Burns Benefit payable under this policy will be in addition to any Accidental Dismemberment and Paralysis Benefit, Vision Impairment Benefit, Injury Permanent Impairment Benefit, Heart Permanent Impairment Benefit, or Illness Permanent Impairment Benefit payable under this policy. However, in no event will the total amount of benefits payable as a result of any one **Injury** exceed 100% of the largest Principal Sum shown in the **Schedule** for these benefits.

G. HIV POSITIVE LUMP SUM LIVING BENEFIT

If, as a direct result of participation in a specific **Covered Activity**, an **Insured Person** tests “HIV Positive”, **We** will pay the HIV Positive Lump Sum Living Benefit Principal Sum shown in the **Schedule**.

In the event that an HIV Positive Lump Sum Living Benefit and (1) an Illness Loss of Life Benefit or (2) an Illness Permanent Impairment Benefit are both payable under this policy as a result of any one **Illness** sustained while participating in the same **Covered Activity**, only one benefit, the largest, will be paid.

“**HIV Positive**” - means the presence of **HIV** antibodies in the blood of an **Insured Person** as substantiated through both a positive screening test (enzyme-linked immunosorbent assay (ELISA) and a positive supplemental test such as Western Blot. All such tests must be approved by the Food and Drug Administration (FDA) with the interpretation of positivity as specified by the manufacturer(s).

PART III. WEEKLY INCOME BENEFITS

A. TOTAL DISABILITY BENEFITS

(1) If **Injury** or **Illness** to an **Insured Person** results in **Total Disability**, **We** will pay the Total Disability Weekly Amount shown in the **Schedule** for the first 28 days of **Total Disability**.

- (2) If **Total Disability** continues beyond 28 days, **We** will pay 100% of the difference between the **Insured Person's Average Weekly Wage** and the sum of any disability income benefits paid or payable to the **Insured Person** from any Workers' Compensation act or similar law and **Other Valid and Collectible Insurance**, not to exceed the Total Disability Maximum Weekly Amount shown in the **Schedule**, for each week the **Insured Person** is **Totally Disabled** up to a maximum of five years (260 weeks).
- (3) The minimum benefit payable for **Total Disability** will be the Total Disability Minimum Weekly Amount shown in the **Schedule**. If, after **Total Disability** commences, benefits are payable under a **Retirement Program**, the Total Disability Minimum Weekly Benefit does not apply.

B. PARTIAL DISABILITY BENEFITS

- (1) If **Injury** or **Illness** to an **Insured Person** results in **Partial Disability**, **We** will pay the Partial Disability Weekly Amount shown in the **Schedule** for the first 28 days of **Partial Disability**.
- (2) If **Partial Disability** continues beyond 28 days, **We** will pay 50% of the difference between the **Insured Person's Average Weekly Wage**, and the sum of any earned income, disability income benefits paid or payable to the **Insured Person** from any Workers' Compensation act or similar law and **Other Valid and Collectible Insurance**, not to exceed the Partial Disability Maximum Weekly Amount shown in the **Schedule**, for each week the **Insured Person** is **Partially Disabled** up to a maximum of 52 weeks.
- (3) The minimum benefit payable for **Partial Disability** will be the Partial Disability Minimum Weekly Amount shown in the **Schedule**.

C. DISABILITY BENEFITS GENERAL

If an **Insured Person** is **Totally Disabled** or **Partially Disabled** for less than a week, **We** will pay 1/7 of the benefit otherwise payable for each full day the **Insured Person** is disabled.

The amount of Total Disability Benefits or Partial Disability Benefits payable to an **Insured Person** who is **Totally Disabled** or **Partially Disabled** will be increased after Total Disability Benefits or Partial Disability Benefits have been paid to the **Insured Person** for at least 52 consecutive weeks. Any increased benefit will become effective on July 1, following the first 52 week benefit period. Successive annual increases will be compounded on July 1 of each subsequent year. The increase will equal a minimum of 5% or the percentage increase in the **Consumer Price Index** for the preceding calendar year, whichever is greater, to a maximum of 10%. The increase will apply to either the **Insured Person's Average Weekly Wage** at the time of the **Covered Activity** which caused the **Injury** or **Illness**, or to the Total Disability Benefit or Partial Disability Benefit, whichever results in the higher benefit to the **Insured Person**.

In the event that benefits are payable for both **Total Disability** and **Partial Disability** resulting from **Injury** or **Illness** sustained while participating in the same **Covered Activity**, the maximum benefit period for all benefits is five years (260 weeks).

Periods of **Total Disability** or **Partial Disability** separated by less than five years (260 weeks) will be considered one period of disability unless due to separate and unrelated causes.

PART IV. OCCUPATIONAL RETRAINING BENEFIT

If, as a result of **Injury** or **Illness**, an **Insured Person** is not able to remain or continue in a **Gainful Occupation** and chooses to enroll in an institution of higher learning or professional or trade training program, **We** will pay for "Covered Retraining Expenses", up to the Occupational Retraining Benefit Maximum Amount shown in the **Schedule**. The objective of any professional or trade training program must be to return the **Insured Person** to work in an occupation to which he or she is suited. The professional or trade training program must be agreed upon by **Us** and the **Insured Person**.

We will pay any "Covered Retraining Expenses" incurred by an **Insured Person** in excess of benefits paid or payable under any Workers' Compensation act or similar law, no fault automobile insurance or similar law, and any **Other Valid and Collectible Insurance**.

"Covered Retraining Expenses" includes, but is not limited to, expenses for tuition, books, and any other training materials required by the institution of higher learning or professional or trade training program.

PART V. WEEKLY INJURY PERMANENT IMPAIRMENT BENEFIT

If **Injury** to an **Insured Person** results in a **Permanent Impairment** and, due to a covered **Injury**, it is determined that the **Insured Person** has a whole person **Permanent Impairment** percentage value of 50% or greater for purposes of the Injury Permanent Impairment Benefit, **We** will pay a Weekly Injury Permanent Impairment Benefit. This Weekly Injury Permanent Impairment Benefit will begin on the 261st week (or 521st week if the Extended Total Disability Benefit is selected) from the date of participation in the **Covered Activity** which caused the **Injury** and will continue to be paid for the remainder of the **Insured Person's** lifetime.

The Weekly Injury Permanent Impairment Benefit will be determined by multiplying the Weekly Income Benefit amount payable on the 29th day of **Total Disability**, as determined under the Weekly Income Benefits section of this policy, by the percentage value of the **Insured Person's Permanent Impairment**.

For example:

If the Total Disability Weekly Income Benefit payable on the 29th day of **Total Disability** is \$600.00 and the **Insured Person's Permanent Impairment**, due to an **Injury**, percentage value is 70%, the lifetime Weekly Injury Permanent Impairment Benefit would be \$420 per week ($\$600 \times 70\% = \420).

The **Permanent Impairment** rating due to an **Injury** used to determine the Weekly Injury Permanent Impairment Benefit is final upon initiation of Weekly Injury Permanent Impairment Benefits. Subsequent changes in the **Permanent Impairment** rating due to an **Injury** will not affect the Weekly Injury Permanent Impairment Benefits payable.

Weekly Injury Permanent Impairment Benefits will be paid in addition to any benefits payable under this policy.

PART VI. MEDICAL EXPENSE BENEFITS

A. MEDICAL EXPENSE BENEFIT

If, as a result of a covered **Injury** or **Illness**, an **Insured Person** incurs medical expenses, **We** will pay the **Reasonable and Customary Expenses** for necessary:

- (1) medical, **Hospital** or surgical treatment;
- (2) "Home Health Care";
- (3) nursing services prescribed and monitored by a **Physician**;
- (4) Post-exposure Prophylaxis Protocol (PEP) treatment, when such treatment is advised by the attending **Physician**;
- (5) **Infectious Disease** screening test(s); or
- (6) Post-exposure preventive inoculations as a result of participation in a **Covered Activity**.

We will pay the medical expense benefits subject to the **Policyholder** and/or **Participating Organization's** choice of 1 or 2 below:

- (1) If "1" in the **Schedule** is marked with an "X", **We** will pay any covered medical expenses incurred by an **Insured Person** in excess of benefits paid or payable under any Workers' Compensation act or similar law, or no fault automobile insurance plan or similar law. If benefits are not payable under the applicable Workers' Compensation act or similar law, but are covered under this policy, **We** will pay such benefits.
- (2) If "2" in the **Schedule** is marked with an "X", **We** will pay any covered medical expenses incurred by an **Insured Person** on a primary basis regardless of benefits paid or payable under any Workers' Compensation act or similar law, no fault automobile insurance plan or similar law, or any **Other Valid and Collectible Insurance**.

We will not pay more than the Medical Expense Benefit Maximum Amount shown in the **Schedule** for any one **Injury** or **Illness**.

"Home Health Care" - means those nursing and other home health care services provided to an **Insured Person** in his or her place of residence. "Home Health Care" must be:

- (1) performed by a "Home Health Care Practitioner";
- (2) in lieu of confinement in a **Hospital** or nursing facility; and
- (3) pursuant to the orders of the attending **Physician**. Such attending **Physician's** orders must be written and include a plan of care which must be reviewed and approved by the **Physician**.

"Home Health Care Practitioner" - means a nurse, medical social worker, home health aide, physical therapist, or other medical practitioner. However, no provider will be considered a "Home Health Care Practitioner" unless such practitioner is:

- (1) duly licensed and/or certified in compliance with all applicable laws and regulations to provide the care received; and
- (2) not an **Insured Person** or an **Immediate Family Member**.

B. COSMETIC PLASTIC SURGERY BENEFIT

If an **Insured Person** requires skin grafting or plastic surgery due to an **Injury** for which Medical Expense Benefits are payable, **We** will pay the **Reasonable and Customary Expense(s)** incurred. **We** will not pay more than the Cosmetic Plastic Surgery Maximum Amount shown in the **Schedule** for any one **Injury**.

C. POST-TRAUMATIC STRESS DISORDER BENEFIT

If, as the result of participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force, an **Insured Person** requires **Medical Treatment** for a **Post-Traumatic Stress Disorder**, **We** will pay the **Reasonable and Customary Expense(s)** incurred. Treatment must be prescribed and monitored by a **Physician**. **We** will not pay more than the Post-Traumatic Stress Disorder Maximum Amount shown in the **Schedule** for each **Insured Person** for any one **Covered Activity**.

D. CRITICAL INCIDENT STRESS MANAGEMENT BENEFIT

If a "Critical Incident Stress Management Team" is requested and authorized by the **Policyholder** and/or **Participating Organization** and is required as a result of the **Insured Person's** participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force, **We** will pay the reasonable expenses incurred by a "Critical Incident Stress Management Team". Covered expenses include, but are not limited to, the cost of necessary transportation, meals, and lodging. **We** will not pay more than the Critical Incident Stress Management Maximum Amount which is shown in the **Schedule** regardless of the number of **Insured Persons** treated.

"**Critical Incident Stress Management Team (CISMT)**" - means a formally organized group of mental health professionals and peer support individuals trained to provide support services to emergency service personnel. Such support services include stress debriefing, defusing, demobilization, stress education, spousal support, one-on-one interviews, or on the scene support.

E. FAMILY EXPENSE BENEFIT

If an **Insured Person** is admitted to the **Hospital** as an inpatient due to a covered **Injury** or **Illness**, **We** will pay the Family Expense Benefit shown in the **Schedule** for each day of such **Hospital** confinement.

After such **Hospital** confinement, **We** will also pay 50% of the Family Expense Benefit shown in the **Schedule** for each day an **Insured Person** participates in **Out-Patient Physical Therapy** as a result of such **Injury** or **Illness**.

The Family Expense Benefit will be payable for a combined maximum of 26 weeks for any one **Injury** or **Illness** regardless of whether it is paid at 100% or 50%.

F. FAMILY BEREAVEMENT AND TRAUMA COUNSELING BENEFIT

If an Accidental Death or Illness Loss of Life Benefit is payable under this policy or if an **Insured Person's** participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force and a **Dependent Child** or "Resident" **Immediate Family Member**, of an **Insured Person** requires counseling, **We** will pay the reasonable expense(s) incurred for counseling. Treatment must be prescribed and monitored by a **Physician**. **We** will not pay more than the Family Bereavement and Trauma Counseling Benefit Maximum Amount shown in the **Schedule** for each **Dependent Child** or "Resident" **Immediate Family Member** for any one **Covered Activity**.

“Resident” - means that the **Immediate Family Member’s** domicile is at the home of the **Insured Person**. A domicile is where the **Immediate Family Member’s** permanent home is located or the place the **Immediate Family Member** intends to return to after a short-term absence, such as, but not limited to; vacation, business assignment, college, military assignment.

PART VII. TRANSITION BENEFIT

If, while the **Insured Person** is receiving Total Disability benefits under this policy, he or she is involuntarily terminated from his or her regular employment and so remains unemployed after his or her Total Disability benefits end under this policy, and the Transition Benefit is indicated in the **Schedule**, **We** will pay a weekly Transition Benefit equivalent to the last Total Disability Weekly Amount. **We** will pay this Transition Benefit as long as the **Insured Person** remains unemployed up to a maximum of 26 weeks.

PART VIII. FELONIOUS ASSAULT BENEFIT

If an **Insured Person** suffers a covered **Injury** or **Illness** as a result of a “Felonious Assault” that is directed at the **Insured Person** while he or she is participating in a **Covered Activity**, and one or more of the following are payable: Accidental Death Benefit, Illness Loss of Life Benefit, Accidental Dismemberment and Paralysis Benefit, Vision Impairment Benefit, Injury Permanent Impairment Benefit, Heart Permanent Impairment Benefit, Illness Permanent Impairment Benefit, Cosmetic Disfigurement Resulting from Burns Benefit, or HIV Positive Lump Sum Living Benefit as provided by this policy, and the Felonious Assault Benefit is indicated in the **Schedule**, **We** will pay the Felonious Assault Benefit Amount.

We will not pay more than the Felonious Assault Benefit Amount shown in the **Schedule** per **Insured Person**.

“Felonious Assault” will not apply to a Police Officer while acting within the scope of his or her employment.

“Felonious Assault” - means any willful or unlawful use of force upon the **Insured Person**:

- (1) with the intent to cause bodily injury to the **Insured Person**; and
- (2) that results in bodily harm to the **Insured Person**; and
- (3) that is a felony or a misdemeanor in the jurisdiction in which it occurs.

PART IX. HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

If an **Insured Person**:

- (1) suffers an **Injury** or **Illness** that is payable under this policy and which results in a permanent and irrevocable loss;
- (2) did not, prior to the date of the **Covered Activity**, require alterations to the home and/or modifications to the vehicle; and
- (3) as a direct result of such **Injury** or **Illness** is now required to make alterations to the home and/or modifications to the vehicle;

We will pay the Home Alteration and Vehicle Modification Benefit for “Home Alteration and Vehicle Modification Expenses” that are incurred within three years after the date of the **Injury** or **Illness**, up to the Home Alteration and Vehicle Modification Maximum Amount shown in the **Schedule**, for all such losses caused by the same **Injury** or **Illness**.

We will pay any "Home Alteration and Vehicle Modification Expenses" incurred by an **Insured Person** in excess of benefits paid or payable under any Workers' Compensation act or similar law, no fault automobile insurance plan or similar law, and any **Other Valid and Collectible Insurance**.

"Home Alteration and Vehicle Modification Expenses" - means one-time expenses that:

- (1) are charged for:
 - (a) alterations to the **Insured Person's** residence that are necessary to make the residence accessible and habitable for an impaired individual; and
 - (b) modifications to a motor vehicle owned or leased by the **Insured Person** or modifications to a motor vehicle newly purchased for the **Insured Person** that are necessary to make the vehicle accessible to and/or drivable by the **Insured Person**; and
- (2) do not include charges that would not have been made if no insurance existed; and
- (3) do not exceed the usual level of charges for similar alterations and modifications in the locality where the expense is incurred;

but only if the alterations to the **Insured Person's** residence and the modifications to his or her motor vehicle are:

- (1) made on behalf of the **Insured Person**;
- (2) in compliance with any applicable laws or requirements for approval by the appropriate government authorities; and
- (3) agreed to and approved by **Us**.

PART X. OPTIONAL BENEFITS

A. WEEKLY HOSPITAL BENEFIT

If Weekly Income Benefits are payable under this policy and the Weekly Hospital Benefit is indicated in the **Schedule**, We will also pay the Weekly Hospital Benefit shown in the **Schedule** if the **Insured Person** eligible to receive the Weekly Income Benefits requires **Hospital** confinement or **Out-Patient Physical Therapy** for the same **Injury** or **Illness**.

The Weekly Hospital Benefit starts on the first day the **Insured Person** is confined to a **Hospital** or begins **Out-Patient Physical Therapy**. If benefits are payable for less than a full week, We will pay 1/7 of the Weekly Hospital Benefit shown in the **Schedule** for each day the **Insured Person** is confined in the **Hospital** or receives **Out-Patient Physical Therapy**. This benefit will be limited to a maximum of 104 weeks for all **Injuries** or **Illnesses** resulting from the same **Covered Activity**.

If the **Insured Person** is in an intensive, cardiac or critical care unit, the Weekly Hospital Benefit Amount shown in the **Schedule** is doubled.

B. FIRST WEEK TOTAL DISABILITY BENEFIT

If an **Insured Person** becomes **Totally Disabled** and is eligible for Total Disability Benefits under this policy and the First Week Total Disability Benefit is indicated in the **Schedule**, We will pay a one-time additional weekly benefit equal to the First Week Total Disability Benefit Amount shown in the **Schedule** for the first week the **Insured Person** is **Totally Disabled**. If the **Insured Person** is **Totally Disabled** for less than one week, We will pay 1/7 of the First Week Total Disability Benefit Amount for each full day of **Total Disability**. We will pay the First Week Total Disability Benefit Amount in addition to any other weekly benefit payable under this policy.

C. COORDINATED 28 DAY TOTAL DISABILITY BENEFIT

If an **Insured Person** becomes **Totally Disabled** and is eligible for Total Disability Benefits under this policy and the Coordinated 28 Day Total Disability Benefit is indicated in the **Schedule**, **We** will pay 100% of the difference between the **Insured Person's Average Weekly Wage** and the sum of the Total Disability Weekly Amount (first 28 days) payable under this policy and any disability income benefits received by the **Insured Person** from any Workers' Compensation act or similar law not to exceed the Coordinated 28 Day Total Disability Benefit Maximum Amount shown in the **Schedule**, for each week the **Insured Person** is **Totally Disabled**. This benefit is payable for the first 28 days of **Total Disability**.

If the **Insured Person** is **Totally Disabled** for less than one week, **We** will pay 1/7 of the Coordinated 28 Day Total Disability Benefit for each full day of **Total Disability**.

D. EXTENDED TOTAL DISABILITY BENEFIT

If an **Insured Person** is **Totally Disabled** and the Extended Total Disability Benefit is indicated in the **Schedule**, **We** will increase the maximum benefit period as indicated under the Total Disability Benefit from five years (260 weeks) to 10 years (520 weeks).

E. LONG-TERM TOTAL DISABILITY BENEFIT

If an **Insured Person** meets the definition of **Long-Term Total Disability** and the Long-Term Total Disability Benefit is indicated in the **Schedule**, **We** will increase the maximum benefit period as indicated under the Extended Total Disability Benefit from 10 years (520 weeks) to age 70.

The Long-Term Total Disability Benefit amount payable will be based on the Weekly Income Benefit Amount payable on the 29th day of **Total Disability**, plus annual compounded increases, offset by any Weekly Injury Permanent Impairment Benefit payable for the same loss.

The following paragraph is hereby added under Disability Benefits General as follows:

If an **Insured Person** becomes able to return to their regular occupation or becomes otherwise employed, benefits under **Long-Term Total Disability** will cease.

F. COST OF LIVING ADJUSTMENT (COLA) BENEFITS

(1) Weekly Injury Permanent Impairment COLA

(2) Long-Term Total Disability COLA

If Weekly Injury Permanent Impairment COLA or Long-Term Total Disability COLA Benefit is indicated in the **Schedule** and the Weekly Injury Permanent Impairment Benefit or the Long-Term Total Disability Benefit becomes payable under this policy, the amount payable will be increased annually after benefits have been paid for at least 52 consecutive weeks. Any increased benefit will become effective on July 1, following the first 52 week benefit period. Successive annual increases will be compounded on July 1 of each subsequent year. The increase will equal a minimum of 5% or the percentage increase in the **Consumer Price Index** for the preceding calendar year, whichever is greater, to a maximum of 10%.

G. EXTRA EXPENSE BENEFIT

After 26 weeks of an **Insured Person's Total Disability** due to a covered **Injury** or **Illness**, **We** will pay the Extra Expense Benefit Monthly Amount shown in the **Schedule**. This benefit will cease when the **Insured Person** is no longer **Totally Disabled**. **We** will not pay more than the Extra Expense Benefit Maximum Amount shown in the **Schedule**.

If an **Insured Person** is **Totally Disabled** for less than a month, **We** will pay 1/28 of the benefit otherwise payable for each full day the **Insured Person** is disabled.

H. 24-HOUR ACCIDENT BENEFIT – INJURY ONLY

24-Hour Accidental Death Benefit. **We** will pay the 24-Hour Accident Benefit Amount shown in the **Schedule** if bodily injury to a **Covered Person** results in the **Covered Person's** death.

24-Hour Accidental Dismemberment and Paralysis or Vision Impairment Benefit. In the event of dismemberment, paralysis or vision impairment the amount payable under this benefit will be calculated based on the 24-Hour Accident Benefit Amount indicated in the **Schedule** and the percentage indicated on the Accidental Dismemberment and Paralysis Chart or the Vision Impairment Chart.

We will pay the 24-Hour Accident Benefit Amount, as described above, when a **Covered Person** suffers a bodily injury at any time, whether during a **Covered Activity** or not, that results in the **Covered Person's** accidental death, dismemberment, paralysis or vision impairment. Any 24-Hour Accident Benefit payable is in addition to any Accidental Death Benefit, Accidental Dismemberment and Paralysis Benefit or Vision Impairment Benefit payable under this policy.

In no event will the total amount of benefits payable as a result of any one bodily injury exceed 100% of the largest Benefit Amount for a 24-Hour Accidental Death, and/or a 24-Hour Accidental Dismemberment and Paralysis and/or a Vision Impairment. **We** will not pay more than 100% of the 24-Hour Accident Benefit Amount shown in the **Schedule**, or the indicated percentage on the Accidental Death, Dismemberment and Paralysis Chart per **Covered Person**, whichever is greater.

In no event will both, a 24-Hour Benefit and an Off-Duty Accident Benefit be provided under this policy.

I. OFF-DUTY ACCIDENT BENEFIT - INJURY ONLY

Off-Duty Accidental Death Benefit. **We** will pay the Off-Duty Accident Benefit Amount shown in the **Schedule** if bodily injury to a **Covered Person** results in the **Covered Person's** death.

Off-Duty Accidental Dismemberment and Paralysis or Vision Impairment Benefit. In the event of dismemberment, paralysis or vision impairment the amount payable under this benefit will be calculated based on the Off-Duty Accident Benefit Amount indicated in the **Schedule** and the percentage indicated on the Accidental Dismemberment and Paralysis Chart or the Vision Impairment Chart.

We will pay the Off-Duty Accident Benefit, as described above, when a **Covered Person** suffers a bodily injury that does not occur during a **Covered Activity**, that results in the **Covered Person's** accidental death, dismemberment, paralysis or vision impairment.

In no event will the total amount of benefits payable as a result of any one bodily injury exceed 100% of the largest Benefit Amount for an Off-Duty Accidental Death, and/or an Off-Duty Accidental Dismemberment and Paralysis and/or a Vision Impairment. **We** will not pay more than 100% of the Off-Duty Accident Benefit Amount shown in the **Schedule**, or the indicated percentage on the Accidental Death, Dismemberment and Paralysis Chart per **Covered Person**, whichever is greater.

In no event will both, an Off-Duty Benefit and a 24-Hour Accident Benefit be provided under this policy.

EXCLUSIONS

We will not cover any loss caused by or resulting from:

- (1) suicide or any attempt at it; or intentionally self-inflicted injuries;
- (2) injuries that happen while flying except;
 - (a) as a passenger on a commercial aircraft;
 - (b) as a passenger on any aircraft while taking part in a **Covered Activity**;
- (3) injuries that happen while flying as a crew member, or during parachute jumps from the aircraft;
- (4) war or any act of war, whether declared or undeclared;
- (5) mental or emotional disorders, except as specifically provided for covered **Post-Traumatic Stress Disorder**;
- (6) treatment of alcoholism or drug addiction and any complications arising from it, except loss caused by **Injury** sustained during and resulting from a **Covered Activity**;
- (7) illness, except as provided by this policy;
- (8) military service of any state or country;
- (9) any form of football, hockey, lacrosse, soccer, boxing, rugby and martial arts;
- (10) any league sports event, except as covered under the Organized Team Sports Rider or
- (11) "Cancer".

"Cancer" - means any disease in which abnormal, unregulated cell growth forms malignant tumors and/or invades nearby tissues. This includes, but is not limited to: carcinoma, sarcoma, leukemia, lymphoma and multiple myeloma, and central nervous system cancers.

OTHER COVERAGE WITH US

If the **Insured Person** is covered under more than one similar policy issued by **Us**, the total benefits payable will not exceed those payable under the policy which provides the largest benefit.

GENERAL PROVISIONS

Entire Contract; Changes: The policy, application(s), riders, endorsements, amendments, or other attached papers make up the entire contract between the **Policyholder** and/or **Participating Organization** and **Us**.

No change in this policy will be valid until approved by one of **Our** executive officers. Such approval must be noted on or attached to the policy. No agent may change or waive any of the provisions of the policy.

Statements: In the absence of fraud, all statements made by the **Policyholder** and/or **Participating Organization** or any **Insured Person** will be considered representations and not warranties. No statement will be used to void the insurance or reduce benefits unless they appear in a written instrument signed by the **Policyholder** and/or **Participating Organization** and unless a copy of the statement is furnished to the **Insured Person**, his or her beneficiary or personal representative.

Incontestability: The validity of this policy will not be contested after it has been in force for two year(s) from the policy Effective Date shown in the **Schedule**, except as to nonpayment of premiums.

Grace Period: This policy has a 31 day grace period. This means if the premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period this policy will remain in force.

Notice of Claim: Written notice of claim must be given to **Us** within 30 days after a covered loss occurs, or as soon after as reasonably possible. The notice can be given by or on behalf of the **Insured Person** to **Us** at **Our** executive offices or to one of **Our** authorized agents with sufficient information to identify the **Insured Person**, will be deemed notice to **Us**.

Claim Forms: When **We** receive the written notice of claim, **We** will send the claimant forms for filing proof of loss. If these forms are not furnished within 15 days after receipt of such notice, the claimant will need to meet the proof of loss requirements by giving **Us** written proof of the occurrence, the nature, and the extent of the loss within the time limit stated in the "Proof of Loss" Section. The notice should include the **Insured Person's** name, the **Policyholder** and/or **Participating Organization's** name, and the Policy Number.

Proof of Loss: Proof must be given as soon as reasonably possible. If this policy provides for periodic payment for a continuing loss, **We** must be given written proof within 90 days after the end of each period for which **We** are liable. For any other loss, **We** must be given written proof within 90 days after that loss. If it was not reasonably possible to give written proof in the time required, **We** will not reduce or deny the claim for this reason, if the proof is filed as soon as reasonably possible.

Time of Payment of Claims: When **We** receive written proof of loss, **We** will pay any benefits due. Benefits that provide for periodic payment will be paid at least monthly. When **Our** liability ends, **We** will pay any remaining balance as soon as **We** receive written proof of loss.

Payment of Claims: Any Loss of Life Benefit will be paid in accordance with the beneficiary designation on record with **Us** or the **Policyholder** and/or **Participating Organization**.

If no beneficiary is named, Loss of Life Benefits will be paid to the first surviving class of the following classes: the **Insured Person's** (1) spouse; (2) child(ren); (3) parents; or (4) brothers or sisters. Otherwise, **We** will pay benefits to the **Insured Person's** estate.

All other benefits are payable to the **Insured Person**, unless otherwise indicated in this policy. **We** may pay all or a part of any benefits for health care services directly to the provider. **We** cannot require that the service be given by a certain provider.

If the **Policyholder** and/or **Participating Organization** requests, **We** may (at **Our** option) pay benefits to the **Policyholder** and/or **Participating Organization**. The **Policyholder** and/or **Participating Organization** will then pay the **Insured Person** or beneficiary entitled to receive the benefits.

Any payment **We** make in good faith will end **Our** liability to the extent of the payment.

Physical Examination and Autopsy: **We**, at **Our** expense, have the right to have the **Insured Person** examined as often as reasonably necessary while a claim is pending under this policy. **We** may also have an autopsy performed unless prohibited by law.

Legal Actions: No legal action may be brought to recover on this policy within 60 days after written proof of loss has been given as required by this policy. No such action may be brought after three years from the time written proof of loss is required to be given.

Change of Beneficiary: The **Insured Person** can change the beneficiary at any time by sending a written notice to the **Policyholder** and/or **Participating Organization**. The beneficiary's consent is not required for this or any other change in this policy, unless the designation of the beneficiary is irrevocable.

Conformity with State Statutes: Any provision of this policy, which, on its effective date, is in conflict with the laws of the state in which the **Insured Person** resides on that date, is amended to conform to the minimum requirements of such laws.

Clerical Error: The insurance of any **Insured Person** will not be affected by a clerical error made by the **Policyholder** and/or **Participating Organization** or **Us**. An error will not continue the insurance of an **Insured Person** beyond the date it would end under the policy terms if the error had not been made.

Examination and Audit: **We** will be permitted to examine and audit a **Policyholder** and/or **Participating Organization's** records relating to this policy at: (1) any reasonable time during the policy term; and (2) within two years after the expiration of the policy or until all claims have been settled or adjusted, whichever is later.

New Entrants: New eligible persons added from time to time to the group of **Insured Persons** originally insured under this plan will be automatically covered under this policy.

Duty to Cooperate: The **Policyholder**, **Participating Organization** and the **Insured Person** will cooperate with **Us** and assist **Us**, as **We** request, in the investigation of any claim reported under this policy. Neither the **Policyholder**, **Participating Organization** nor the **Insured Person** will voluntarily make payments, assume obligations, or incur expenses, except at the cost of the **Policyholder**, **Participating Organization** or the **Insured Person**.

Not In Lieu Of Workers' Compensation: This policy is not a Workers' Compensation policy. It does not provide Workers' Compensation Benefits.

Noncompliance with Policy Requirements: Any express waiver by **Us** of any requirements of this policy will not constitute a continuing waiver of such requirements. Any failure by **Us** to insist upon compliance with any policy provision will not operate as a waiver or amendment of that provision.

Misstatement of Age: If the benefits for which the **Insured Person** is insured are based on age and the **Insured Person** has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. **We** may require satisfactory proof of age before paying any claim.

Assignment: This policy is non-assignable. An **Insured Person** may not assign any of his or her rights, privileges or benefits under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.


ENDORSEMENT

This endorsement, effective 12:01 A.M. 2/6/2016 forms a part of Policy No. VFP-4501-5323E-0 issued to ALABAMA FIRE CHIEFS ASSOCIATION, INC by National Union Fire Insurance Company of Pittsburgh, PA.

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.


President


Secretary