



**Plans of Insurance for the
Township of Hamburg Fire Department**

Benefits apply while performing a Covered Activity.

Class 1 All volunteer classes of membership including but not limited to a Volunteer Member, Emergency Volunteer, Auxiliary Member, Fire Corps, Community Volunteer, Board Member, Trustee, Administrative Personnel, Junior Member, Member in Training, Probationary Member, and Part-Time Employees of the Policyholder.

Section I: Death Benefits

		<u>Present Plan</u>	<u>Plan 1</u>	<u>Plan 2</u>
A.	Covered Injury Death Benefit	\$200,000	\$200,000	\$200,000
B.	Covered Illness Death Benefit	\$50,000	\$50,000	\$50,000
C.	HIV Positive Diagnosis Lump Sum Benefit - Injury	\$200,000	\$200,000	\$200,000
	HIV Positive Diagnosis Lump Sum Benefit - Illness	\$50,000	\$50,000	\$50,000
D.	Bereavement Benefit - Injury	\$10,000	\$10,000	\$10,000
	Bereavement Benefit - Illness	\$5,000	\$5,000	\$5,000
E.	Dependent Child Benefit (Per Child) - Injury	\$10,000	\$10,000	\$10,000
	Dependent Child Benefit (Per Child) - Illness	\$10,000	\$10,000	\$10,000
F.	Seatbelt Benefit	\$50,000	\$50,000	\$50,000
	Airbag Benefit	\$50,000	\$50,000	\$50,000
G.	Final Expenses Benefit*	\$10,000	\$10,000	\$10,000
H.	Spousal Benefit	\$15,000	\$15,000	\$15,000
I.	Surviving Spouse Education Benefit	\$10,000	\$10,000	\$10,000
J.	Dependent Child Education Benefit	\$10,000	\$10,000	\$10,000

* Includes repatriation to the funeral home as well as other locations, cremation, burial services, grave marker/headstone.

Section II: Impairment Benefits

A.	Dismemberment, Loss of Speech or Hearing Benefit**	Up to \$200,000	\$200,000	\$200,000
B.	Vision Impairment Benefit** - Injury	Up to \$200,000	\$200,000	\$200,000
	Vision Impairment Benefit** - Illness	Up to \$50,000	\$50,000	\$50,000
C.	Cosmetic Disfigurement from Burns Benefit**	Up to \$200,000	\$200,000	\$200,000
D.	Permanent Physical Impairment Benefit** - Injury	Up to \$200,000	\$200,000	\$200,000
	Permanent Physical Impairment Benefit** - Illness	Up to \$50,000	\$50,000	\$50,000
E.	Felonious Assault Benefit	Up to \$75,000	\$75,000	\$75,000
F.	Impairment Modification Benefit**	Up to \$50,000	\$50,000	\$50,000
G.	Paralysis Benefit** - Injury	Up to \$200,000	\$200,000	\$200,000
	Paralysis Benefit** - Illness	Up to \$50,000	\$50,000	\$50,000

H.	Line of Duty Cancer Initial Diagnosis Benefit Rider^	\$0	\$5,000	\$10,000
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** Benefits payable are based on the percentage of impairment or loss as defined in the Policy.

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Section III: Income Protection Benefits

A.	Weekly Total Disability Benefits	Up to	\$1,000	\$1,000	\$1,000
A.i.	Covered Injury Minimum Weekly Total Disability Benefit		\$50	\$50	\$50
A.ii	Covered Illness Minimum Weekly Total Disability Benefit		\$50	\$50	\$50
A.iii.	Covered Injury Weekly Earned Income Replacement Benefit***	Up to	\$950	\$950	\$950
A.iv.	Covered Illness Weekly Earned Income Replacement Benefit***	Up to	\$950	\$950	\$950
B.	Partial Disability Benefit ***	Up to	\$1,000	\$1,000	\$1,000
C.	Cost of Living Adjustment	Up to	\$3,000	\$3,000	\$3,000
D.	First Week Disability Benefit***	Up to	\$1,000	\$1,000	\$1,000
E.	Transition Benefit	Up to	\$1,000	\$1,000	\$1,000
F.	Retraining Benefit	Up to	\$20,000	\$20,000	\$20,000

*** Benefits are payable in coordination with the Loss of Earnings Coverage as defined in the Policy.

Section IV: Medical Expenses

			<u>Present Plan</u>	<u>Plan 1</u>	<u>Plan 2</u>
A.	Medical Expense Benefit****	Up to	\$100,000	\$100,000	\$100,000
B.	Plastic Surgery Expense Benefit****	Up to	\$25,000	\$25,000	\$25,000

**** We will not pay covered medical expenses incurred by an Insured Person that are paid or payable under Workers' Compensation, no fault auto or similar insurance.

Section V: Additional Benefits

A.	Daily Hospital Confinement and Outpatient Treatment Benefit		\$15	\$15	\$15
B.	Daily Critical Care Benefit		\$30	\$30	\$30
C.	Family Expense Benefit	Up to	\$10,000	\$10,000	\$10,000
D.	Occupational Rehabilitation Benefit	Up to	\$10,000	\$10,000	\$10,000
E.	Mental Stress Management Benefit	Up to	\$10,000	\$10,000	\$10,000
F.	Traumatic Incident Benefit	Up to	\$10,000	\$10,000	\$10,000
G.	Health Insurance Premium Benefit	Up to	\$12,000	\$12,000	\$12,000

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	<u>Present Plan</u>	<u>Plan 1</u>	<u>Plan 2</u>
Annual Premium <i>The annual payment option offers a one-year rate guarantee.</i>	\$4,470	\$5,312	\$6,210

Preparation Date: September 26, 2024

Renewal Date: December 1, 2024

Proposal ID: 68113

This proposal is valid for 90 days from the Preparation Date or until 1 day prior to the Renewal Date, whichever is later.

Underwritten by: AXIS Insurance Company

^Please note that cancer is excluded from the policy. A Line of Duty Cancer Initial Diagnosis Benefit Rider is available for purchase.

DISCLOSURE STATEMENT

All U.S. insurance coverage described in this proposal is provided by AXIS Accident & Health and underwritten by AXIS Insurance Company. Coverage may not be available in all U.S. states and jurisdictions. Product availability and plan design features, including eligibility requirements, descriptions of benefits, exclusions or limitations may vary depending on state laws. This proposal outlines in general some of the important features of the proposed insurance program. The controlling provisions will be in the Policy, and this proposal is not intended in any way to modify the provisions or their meanings. The policy will be subject to the laws of the state in which it is issued.

This insurance coverage is administered by Provident Agency, Inc. of Pittsburgh, PA.

This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit AXIS Accident & Health from providing insurance, including, but not limited to, the payment of claims. Payment of claims under any insurance policy issued shall only be made in full compliance with all United States economic or trade and sanction laws or regulation, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Insurance policies providing certain health insurance coverage issued or renewed on or after September 23, 2010 are required to comply with all applicable requirements of the Patient Protection and Affordable Care Act (PPACA). However, there are a number of types of insurance that are specifically exempt from the requirements of the PPACA.

Based on our understanding of the current law and regulations, it is our belief that the accident and health benefits provided under this program are exempt from the requirements of the PPACA. Similarly, we do not believe that this accident and health coverage qualifies as minimum essential benefits as set forth in the PPACA. AXIS Insurance Company continues to monitor PPACA laws and regulations to determine any impact on its products. Should there be any change that requires modification of this coverage, we reserve the right to change the policy and rates accordingly.

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GENERAL EXCLUSIONS AND LIMITATIONS

The benefits contained in the Policy are subject to the following limitations:

1. All Covered Injuries and Covered Illnesses arising from the same Covered Activity shall be treated as a single Covered Injury or Covered Illness. If the Insured Person sustained a Covered Injury and a Covered Illness from the same Covered Activity and the amount payable or benefit period for a specific benefit is different for Covered Injuries and Covered Illnesses, the Company will pay the higher amount or adhere to the longer benefit period.
2. If an Insured Person suffers a Covered Injury or Covered Illness that is payable under more than one of the following benefits, the most the Company will pay is the greater of the largest principal sum or the largest single benefit amount payable shown on the *Policy Schedule of Benefits* for any benefit for which the Insured Person qualifies: Covered Injury Death Benefit; Covered Illness Death Benefit; HIV Positive Diagnosis Lump Sum Benefit; Dismemberment, Loss of Speech or Hearing Benefit; Vision Impairment Benefit; Permanent Physical Impairment Benefit or Paralysis Benefit.
3. If an Insured Person is covered under more than one Policyholder Blanket Accident Policy issued by the Company, the total benefits payable will not exceed those payable under the policy that provides the greatest benefit.

This limitation may not apply when multiple Blanket Accident Policies are issued and an Insured Person is also covered under an Accidental Death & Dismemberment Policy.

This limitation will apply when an Insured Person is covered under multiple Blanket Accident Policies; the Insured Person will not be covered under more than one local policy, more than one county policy, or more than one state policy.

In addition to any benefit or coverage specific exclusion, benefits will not be paid for any loss which directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided in the Policy: declared or undeclared war or act of war; suicide or any attempt at it, while sane or insane; or intentionally self-inflicted injuries while sane; mental or emotional disorders, except as specifically provided for by the Traumatic Incident Benefit or the Mental Stress Management Benefit; any Organized League Athletic Event, except as provided under the Policy; commission of a felony; or cancer. In addition, benefits will not be paid for services or treatment rendered by any person who is: employed or retained by Policyholder; living in the Insured Person's household; an Immediate Family Member of either the Insured Person or the Insured Person's Spouse; or the Insured Person.

EXCLUSIONS THAT APPLY TO THE INCOME PROTECTION BENEFITS

In addition to the Exclusions provided under the Policy, no Income Protection Benefits shall be payable in the following instances, unless coverage is specifically provided: (1) during the Insured Person's incarceration in a penal or corrections institution. Payments may resume after incarceration as long as the Insured Person remains Totally Disabled and remains covered under the Policy; or (2) the Insured Person is not receiving Appropriate Care.

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LIMITATIONS THAT APPLY TO THE INCOME PROTECTION BENEFITS

1. Total Disability or Partial Disability claims resulting from athletic events that are not Organized League Athletic Events will be limited to a maximum period of up to 156 weeks.
2. In no event will benefits be payable to an Insured Person for more than one disability at the same time.
3. An Insured Person may reopen his or her claim at any time up to 5 years following a period of Total Disability or Partial Disability for either Covered Injuries or Covered Illnesses for which payments were made under this Policy.
4. If an Insured Person is covered by multiple Accident Policies issued by the Company, the total amount of Income Protection Benefits payable under all policies will be a weekly benefit amount up to a maximum of \$1,000.

EXCLUSIONS FOR MEDICAL EXPENSE BENEFIT AND THE PLASTIC SURGERY EXPENSE BENEFIT

In addition to the Exclusions provided under the Policy, no Medical Expense Benefit or Plastic Surgery Expense Benefits shall be payable for the following treatments or services, unless coverage is specifically provided:

1. benefits paid or payable under any Workers' Compensation Act or similar law, or under any no fault automobile insurance plan or similar law. If an Insured Person settles a Workers' Compensation claim, including medical expenses under Workers' Compensation, medical expenses rising from the injury or occupational disease that led to the Workers' Compensation claim will be deemed to be payable under Workers' Compensation for purpose of determining Covered Medical Expenses; or
2. any elective or routine treatment, surgery, health treatment, or examination, including any service, treatment or supplies that: (a) are deemed by the Company to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States.

EXCLUSIONS THAT APPLY TO THE LINE OF DUTY CANCER INITIAL DIAGNOSIS BENEFIT RIDER

1. The Line of Duty Cancer Initial Diagnosis Benefit is not payable for nonmelanoma cancer including but not limited to basal cell or squamous cell carcinoma skin cancers.

LIMITATIONS THAT APPLY TO THE LINE OF DUTY CANCER INITIAL DIAGNOSIS BENEFIT RIDER

1. Once a Line of Duty Cancer has been Diagnosed and an Initial Diagnosis Benefit is paid to the Insured Person, no further benefits are payable under the rider.

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DESCRIPTION OF BENEFITS

Section I: Death Benefits

- A. Covered Injury Death Benefit** - This benefit is payable if an Insured Person sustains a Covered Injury that directly causes the loss of life.
- B. Covered Illness Death Benefit** - This benefit is payable if an Insured Person suffers a Covered Illness that directly causes the loss of life.
- C. HIV Positive Diagnosis Lump Sum Benefit** - If Insured Person tests HIV Positive as a result of participation in a Covered Activity, the Insured Person may choose to receive the HIV Positive Diagnosis Lump Sum Benefit in lieu of the Permanent Physical Impairment Benefit and/or Covered Illness Death Benefit or Covered Injury Death Benefit.
- D. Bereavement Benefit** - If a Covered Injury Death Benefit or Covered Illness Death Benefit is payable under the Policy, an amount up to the Maximum Benefit Amount will be paid for out-of-pocket expenses actually incurred by the Policyholder or Participating Organization for the following expenses that are directly associated with an Insured Person's loss of life: 1) reasonable cost of bereavement counseling and 2) the reasonable costs associated with the memorial service, wake, honor guard, or other tribute to the Insured Person. This benefit is payable to the Policyholder or Participating Organization.
- E. Dependent Child Benefit** - If a Covered Injury or Covered Illness Death Benefit is payable under the Policy, an additional benefit is payable for each Dependent Child.
- F. Seatbelt Benefit** - If a Covered Injury Death Benefit is payable under the Policy and the Insured Person's death occurred in an Accident while he or she was wearing a properly fastened automobile seatbelt, the Seatbelt Benefit is payable.
Airbag Benefit - If the Seatbelt Benefit is payable, the additional Airbag Benefit Amount will be paid if the Insured Person was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag) when the Accident occurred.
- G. Final Expenses Benefit** - If a Covered Injury or Covered Illness Death Benefit is payable under the Policy, an additional benefit will be paid for out-of-pocket expenses actually incurred by the beneficiary for expenses directly associated with an Insured Person's loss of life.
- H. Spousal Benefit** - If a Covered Injury Death Benefit or Covered Illness Death Benefit is payable under the Policy, an additional benefit is payable to the Insured Person's Spouse.
- I. Surviving Spouse Education Benefit** - If an Insured Person suffers a Covered Injury Death or Covered Illness Death, a benefit is payable for the surviving Spouse to enroll in an institution of higher learning, professional or trade training program as set forth in a written agreement between the Spouse and the Company which can be periodically reviewed. The Company shall pay the actual costs incurred by the Insured Person for tuition, books and supplies charged by the institution up to the Maximum Benefit Amount provided in the Policy.
- J. Dependent Child Education Benefit** - If an Insured Person suffers a Covered Injury Death or Covered Illness Death and a death benefit is payable under this Policy, a benefit is payable for expenses incurred by each Dependent Child for tuition, fees, books, room and board, transportation and any other costs payable directly to a school, or approved and certified by the school, up to the Maximum Benefit Amount provided in the Policy.

Section II: Impairment Benefits

- A. Dismemberment, Loss of Speech or Hearing Benefit** - If an Insured Person sustains a Covered Injury that directly causes a loss of speech, hearing or a dismemberment as defined in the Policy, an amount equal to 6.25% up to 100% of the Principal Sum is payable, based on the level of loss or dismemberment.
- B. Vision Impairment Benefit** - If the Insured Person, as a result of a Covered Injury, suffers a vision impairment as defined in the Policy, an amount equal to 2.75% up to 100% of the Principal Sum is payable. Benefits are payable for partial loss of sight as well as total loss of sight.
- C. Cosmetic Disfigurement from Burns Benefit** - If an Insured Person, as a result of a Covered Injury, suffers a Cosmetic Disfigurement from Burn due to a burn that is classified as third degree or a full thickness burn, a benefit is payable. The amount of the benefit will be based on a formula, which will be multiplied by the Principal Sum. The formula will take into account the area of the body which was burned. This benefit will be paid in addition to any other benefit payable under the Policy, with the exception of a benefit paid under the Dismemberment, Loss of Speech or Hearing Benefit for the same burned area.
- D. Permanent Physical Impairment Benefit** - If an Insured Person suffers a Covered Injury or Covered Illness which results in a Permanent Physical Impairment of a body part, we will pay a PPI Benefit. The impairment percentage assigned by the Physician is multiplied by the Principal Sum to determine the benefit payable.
- E. Felonious Assault Benefit** - If an Insured Person is participating in a Covered Activity and sustains a Covered Injury caused by a Felonious Assault directed at the Insured Person, an additional benefit is payable.

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- F. **Impairment Modification Benefit** - This benefit may be payable if, due to Total or Partial Disability, an Insured Person's physical limitation or impairment poses a safety risk or inhibits the Insured Person's ability to maintain independence in their current transportation or living situation. The benefit may pay for alterations to make the Insured Person's residence wheelchair accessible and/or habitable, and modifications to his or her motor vehicle. Impairment modifications are subject to written agreement and other requirements outlined in the Policy.
- G. **Paralysis Benefit** - If an Insured Person suffers Paralysis resulting from a Covered Injury or Covered Illness, the Company will pay a percentage of the Principal Sum based on the type of Paralysis, provided that the Paralysis occurs within 365 days.
- H. **Line of Duty Cancer Initial Diagnosis Benefit Rider** - This benefit is payable If an Insured Person is Diagnosed with a new Line of Duty Cancer by a Physician in the medical specialty appropriate for the type of cancer Diagnosed, subject to the Diagnostic Requirements and Benefit Payment Conditions.

Section III: Income Protection Benefits

A. Weekly Total Disability Benefits

- A.i. **Covered Injury Minimum Weekly Total Disability Benefit** – For Volunteers, payable up to lifetime while the Insured Person is Totally Disabled. Paid in addition to any benefit from any source.
 - A.ii **Covered Illness Minimum Weekly Total Disability Benefit** – For Volunteers, payable up to later of age 67 or five years, whichever is greater while the Insured Person is Totally Disabled. Paid in addition to any benefit from any source.
 - A.iii **Covered Injury Weekly Earned Income Replacement Benefit** – For Volunteers, payable up to lifetime and up to the amount listed in the Policy while the Insured Person is Totally Disabled and the Minimum Weekly Total Disability Benefit is payable. The amount payable shall be computed by determining the Insured Person's Weekly Earned Income then subtracting the Minimum Weekly Total Disability Benefit and the Loss of Earnings Coverage as defined in the Policy.
 - A.iv. **Covered Illness Weekly Earned Income Replacement Benefit** - For Volunteers, payable up to later of age 67 or five years, whichever is greater and up to the amount listed in the Policy while the Insured Person is Totally Disabled and the Minimum Weekly Total Disability Benefit is payable. The amount payable shall be computed by determining the Insured Person's Weekly Earned Income then subtracting the Minimum Weekly Total Disability Benefit and the Loss of Earnings Coverage as defined in the Policy.
- B. **Partial Disability Benefit** - If a Covered Injury or Covered Illness results in a Partial Disability and permits the Insured Person to return to any Reasonable Occupation but at a lower rate of Weekly Earned Income, a benefit is payable of up to the Maximum Weekly Total Disability Benefit which would have been paid had the Insured Person been Totally Disabled. For Volunteers, benefits are payable up to later of age 67 or five years.
 - C. **Cost of Living Adjustments** - Adjustments are made at the greater of 5% or the CPI-U (up to 8%) on the Review Date of the Covered Injury or Covered Illness continuous disability. COLA adjustments are compounded after each Review Date not to exceed three times the Maximum Weekly Total Disability Benefit amount.
 - D. **First Week Total Disability Benefit** - For the first week of Total Disability, a benefit of up to \$1,000 is payable. The amount payable shall be computed by determining the Insured Person's Weekly Earned Income then subtracting the Minimum Weekly Total Disability Benefit, the Weekly Earned Income Replacement Benefit and the Loss of Earnings Coverage.
 - E. **Transition Benefit** – If an Insured Member is released to return to his or her primary employment after having received disability benefits under this Policy due to Covered Injury or Covered Illness, and their position at their primary employer has been terminated due to said Covered Injury or Covered Illness, disability benefits previously payable will continue to be paid for a period of up to 26 weeks while the Insured Person actively seeks employment.
 - F. **Retraining Benefit** - If as a result of a Covered Injury or Covered Illness an Insured Person cannot find and maintain a Regular Occupation, the Company will pay for the Insured Person to enroll in an institution of higher learning, professional or trade training program as set forth in a written agreement between the Insured Person and us which can be periodically reviewed. The Company shall pay the actual costs incurred by the Insured Person for tuition, books and supplies charged by the institution up the Maximum Benefit Amount provided in the Policy. Benefits for disability will continue as provided by the Policy while the Insured Person is actively participating in the program.

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Section IV: Medical Expense Benefits

- A. Medical Expense Benefit** - If, as a result of a Covered Injury or Covered Illness, an Insured Person incurs charges for Covered Medical Expenses as defined in the Policy, we will pay 100% of the Reasonable and Customary Charges up to the Maximum Medical Expense Benefit Amount provided. This Maximum is payable for all Covered Medical Expenses resulting from the same Covered Injury or Covered Illness.
- B. Plastic Surgery Expense Benefit** - If an Insured Person incurs expenses that exceed the Maximum Medical Expense Benefit Amount provided under the Medical Expense Benefit, an additional amount from Covered Medical Expenses incurred for Medically Necessary plastic surgery due to a Covered Injury will be paid.

Section V: Additional Benefits

- A. Daily Hospital Confinement and Outpatient Treatment Benefit** - If, due to a Covered Injury or Covered Illness, an Insured Person:
- is admitted to a Hospital on an Inpatient basis, a Daily Benefit Amount is payable for each full day of Inpatient Hospital confinement, not to exceed 730 days;
 - If after a period of being confined as an Inpatient in a Hospital, an Insured Person requires Outpatient physical therapy, rehabilitation and/or follow-up Physician visits, we will pay the Daily Benefit Amount for each day of such Outpatient treatment, not exceed 730 days; or
 - If an Insured Person does not require confinement as an Inpatient in a Hospital, but does require Outpatient physical therapy, rehabilitation and/or follow-up Physician visits, we will pay the Daily Benefit Amount for each day of such Outpatient treatment, not to exceed 365 days.
- For Outpatient treatment, only one payment per day will be made, regardless of the number of appointments the Insured Person attends.
- B. Daily Critical Care Benefit** - If, due to a Covered Injury or Covered Illness, an Insured Person is Hospital confined to an intensive care, trauma, critical care, burn or similar specialty unit, a Daily Benefit Amount is payable for each full day of such confinement, not to exceed 730 days. This payment is in lieu of the Daily Hospital Confinement Benefit.
- C. Family Expense Benefit** - If, as a result of a Covered Injury or Covered Illness, an Insured Person requires medical treatment that causes an Immediate Family Member or a significant other to accompany the Insured Person for treatment or to help treat the Insured Person, a benefit is payable for reasonable expenses actually incurred and not reimbursed by another source up to the Family Expense Benefit limit. Expenses may include, but are not limited to; loss of wages, out of pocket expenses, hotel accommodations, parking, and childcare.
- D. Occupational Rehabilitation Benefit** - If an Insured Person is receiving Weekly Total Disability Benefits or Partial Disability Benefits, he or she may be eligible for a rehabilitation program. The Company will pay up to the Maximum Benefit Amount for the program as set forth in a written agreement. The goal of the rehabilitation program will be to return an Insured Person to the workforce in a Reasonable Occupation for which he or she is reasonably suited considering the Covered Injury or Covered Illness sustained.
- E. Mental Stress Management Benefit** - If, as a direct result of being actively engaged in a single emergency incident or repeated active engagement in emergency incidents involving the organization, an Insured Person suffers psychiatric or mental stress, a Mental Stress Management Benefit is payable. The Insured Person must be receiving care by a Physician properly licensed to provide care appropriate for the condition causing the psychiatric or mental stress.
- F. Traumatic Incident Benefit** - A benefit is payable for reasonable expenses for the services provided by a Traumatic Incident Stress Management Team, if such services are requested and authorized by the organization as a result of a Traumatic Incident. Expenses must be incurred within one year of the Traumatic Incident and are subject to the Traumatic Incident Benefit limit in the policy. The Traumatic Incident Aggregate Maximum Benefit Amount is the maximum that will be paid per Traumatic Incident regardless of the number of persons treated.
- G. Health Insurance Premium Benefit** - If, disability benefits are paid under the Policy, and as a result of a Covered Injury or Covered Illness, the medical or health insurance premiums previously paid the Insured Person's employer have been discontinued, the Company shall pay the amount the employer previously paid for those premiums. The benefit is payable if the Insured Person incurs out of pocket costs for said premiums.

Plans of Insurance for the Township of Hamburg Fire Department

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DEFINITIONS

Accident or Accidental means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place while the Insured Person is covered under this Policy.

Appropriate Care means the determination of an accurate and medically supported diagnosis of the Insured Person's Total or Partial Disability by a Physician, or a plan established by a Physician of ongoing medical treatment and care of the Total or Partial Disability that conforms to generally accepted medical standards, including frequency of treatment and care.

Auxiliary Member means any person who is a member of the auxiliary to the Policyholder at the time of Covered Injury or Covered Illness.

Benefit Period means the period, shown on the *Policy Schedule of Benefits*, commencing with the date of the onset of the Total Disability or Partial Disability during which benefits are payable.

Career Personnel means employees or members of the organization that receive Weekly Earned Income for regularly working at least 30 cumulative hours per week as an emergency service provider for the Policyholder.

Community Volunteer means a non-member who helps the Policyholder and/or the auxiliary of the organization, in a non-emergency capacity such as fund raisers, banquets, etc.

Cosmetic Disfigurement from Burns means a cosmetic disfigurement that is due to a burn that is classified as a third degree or full-thickness burn caused by a source that is thermal, chemical, electrical, or nuclear. The surface area must be documented by a Physician according to the Rule of Nines or the Lund-Browder chart.

Covered Activity means any activity which is normal for an Insured Person while acting on behalf of the Policyholder and includes travel directly to and from such activity, as well as impromptu action (Good Samaritan) at the scene of an emergency regardless of the Policyholder's involvement. Covered Activity includes all athletic events sponsored by the Policyholder with the exception of Organized League Athletic Events, unless such coverage is purchased. The Covered Activity must be performed at the direction, or with knowledge, of an officer of the Policyholder, unless immediate action is required of the Insured Person at the scene of an emergency not on behalf of the Policyholder or any other organization.

Covered Illness means any disease, sickness or infection, other than those related to psychiatric illness or mental stress, contracted or suffered by an Insured Person during or resulting from a Covered Activity while this Policy is in force.

Covered Illness Death means any Covered Illness, other than those related to psychiatric illness or mental stress, contracted or suffered by an Insured Person during or resulting from a Covered Activity while this Policy is in force and results in the death of an Insured Person.

Covered Injury means Accidental bodily injury sustained by the Insured Person during and/or resulting directly from an Insured Person's participation in a Covered Activity while coverage under the Policy is in force (independent of sickness, disease, mental incapacity or any other cause) and which is not otherwise defined as a Covered Illness.

Covered Injury Death means a Covered Injury sustained by an Insured Person during and/or resulting directly from a Covered Activity while this Policy is in force, and which results in the death of an Insured Person.

Covered Medical Expenses means the Reasonable and Customary Charges for any of the following services: medical or surgical treatment, preventative inoculation, Hospital confinement, Home Healthcare, nursing services prescribed and monitored by a Physician, Post exposure Prophylaxis protocol (PEP) treatment, when such treatment is advised by the attending Physician, Infectious Disease screening test (s), or Post exposure preventive inoculations as a result of participation in a Covered Activity.

CPI-U means the Consumer Price Index for all Urban Consumers, published by the United States Department of Labor. The Company reserves the right to use some other similar measurement if the Department of Labor changes or stops publishing the CPI-U.

Dependent Child means any unmarried child of an Insured Person who is dependent and under the age of 26 upon an Insured Person and claimed on an Insured Person's most current federal tax return or qualified court document showing at least 50% financial responsibility.

Diagnosed/Diagnosis means a definitive and unequivocal diagnosis identifiable by a code under the most current ICD code structure made by a Physician who specializes in the condition for which benefits are being claimed: (1) based upon the use of clinical and/or laboratory investigations as supported by the Insured Person's medical records; and (2) meeting any Diagnostic Requirements set forth in this Policy for Line of Duty Cancer. The disease or infirmity shall be presumed to have been caused by or to have resulted from the work performed. This presumption shall be rebuttable by evidence meeting judicial standards.

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Emergency Volunteer means a person physically present at the time of the emergency, and who is not responding/acting as a member of any emergency service organization, who has been specifically requested to assist by the Chief, Line Officer or other officer in charge of the emergency.

Felonious Assault means any willful or unlawful use of force upon an Insured Person:

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

Felonious Assault does not include any willful or unlawful use of force upon an Insured Person by another Insured Person.

Home Healthcare means Medically Necessary services provided and billed by the Home Health Agency. Such services must be prescribed and supervised by a Physician in accordance with a medical treatment.

Home Health Agency means an entity engaged in arranging and providing nursing services, home health services or other therapeutic and related services. The entity and must be certified by a competent governmental authority in the jurisdiction where the services are rendered, as meeting requirement of Title XVIII of the Social Security Any, as amended, for home health agencies.

Hospital means an institution that meets all of the following:

1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and
6. it charges for its services.

Hospital shall include a Veteran's Administration Hospital or Federal Government Hospital and the requirement that a patient must incur an expense as an Inpatient shall be waived.

Infectious Disease means a disease included within the list of potentially life-threatening infectious diseases, developed by the Secretary of Health and Human Services, pursuant to Title XXVI of the Public Health Service Act.

Immediate Family Member means a person who is related to the Insured Person in any of the following ways: Spouse, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), child (includes legally adopted or stepchild), grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, or father-in-law.

Inpatient means confined overnight as a registered bed-patient in a Hospital or other medical facility where at least one day's room and board is charged. The confinement must be on the advice of a Physician.

Insured Person means any person who is listed as an Eligible Person on the *Policy Schedule of Benefits*.

Line of Duty Cancer means malignant neoplasms/melanoma of the following body areas and organ systems:

1. Central and Peripheral Nervous System;
2. Oropharyngeal;
3. Respiratory Tract;
4. Gastrointestinal Tract;
5. Hepatobiliary;
6. Solid Organ and Endocrine;
7. Genitourinary and Male Reproductive;
8. GYN;
9. Skin, Soft Tissue, and Breast; and
10. Bone and Blood.

Plans of Insurance for the Township of Hamburg Fire Department

Benefits apply while performing a Covered Activity.

Loss of Earnings Coverage means any disability benefits or salary continuance received from:

1. the benefits payable in accordance with any Workers' Compensation Act or Occupational Disease Act or Law, or any other law which provides compensation for an occupational injury;
2. the income benefit provided by or through any automobile insurance plan or any government plan of automobile insurance or similar insurance regulation or law;
3. the salary continuation or severance allowance provided by or through the employer;
4. the disability, retirement or other income benefits provided by or through the employer, the Policyholder, or the Insured Person; and
5. the amounts paid or payable under any group plan or insurance policy.

Loss of Earnings Coverage does not include disability benefits received from individual disability insurance paid by Insured Person, or any disability benefits payable under the United States Federal Social Security Act. If an Insured Person settles a Workers' Compensation claim, including Loss of Earnings or similar provisions of Workers' Compensation, the presumed amount of those Workers' Compensation benefits shall be considered Loss Earnings Coverage for the entire duration of the Insured Person's Total Disability or Partial Disability.

Medically Necessary means medical services that: (1) are essential for diagnosis, treatment or care of the Covered Injury or Covered Illness for which it is prescribed or performed; (2) meet generally accepted standards of medical practice; and (3) are ordered by a Physician and performed under his or her care, supervision or order.

Nurse means a licensed graduate registered Nurse (R.N.) or a licensed practical Nurse (L.P.N.) who is not:

1. the Insured Person;
2. an Immediate Family Member of either the Insured Person or the Insured Person's Spouse;
3. a person living in the Insured Person's household; or
4. a person employed or retained by the Policyholder.

Named Insured means any organization listed as a Participating Organization on the *Policy Schedule of Benefits*.

Organized League Athletic Event means any type of sporting event or activity that occurs during a pre-planned schedule of practices, games, matches and/or tournaments over a specific season and may include the usage of a team roster, designated uniforms, umpires/referees, or fees paid to participate.

Organized League Athletic Covered Activity means preparation for, participation in, and travel to and from, an Organized League Athletic Event sponsored or approved by the Policyholder.

Other Valid and Collectible Insurance means: (1) any group plan, program or insurance policy; (2) any other group hospital, surgical or medical benefit plan; or (3) any union welfare plan or group employer or employee benefit program. Other valid and collectible insurance will not include benefits provided by the United States Social Security Act or any individual disability insurance plan.

Outpatient means an Insured Person who is a patient and is not hospitalized overnight but who visits a Hospital, clinic, or associated facility for diagnosis or treatment.

Partial Disability or Partially Disabled means, for an Insured Person with an occupation producing wages as described in the definition of Weekly Earned Income, the inability to perform one or more, but not all, of the material and substantial duties of his or her own occupation as a result of a Covered Injury or Covered Illness. If an Insured Person does not have an occupation producing wages as described in the definition of Weekly Earned Income, Partial Disability or Partially Disabled means:

1. the inability to perform one or more, but not all of the material and substantial duties of an occupation for which an Insured Person is qualified by reason of education, training or experience; or
2. the inability to perform one or more, but not all of the regular activities of an Insured Person.

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

Permanent Physical Impairment means a physical impairment or functional abnormality of a body part or parts or loss of at least 10% whole person which remains after maximum medical rehabilitation has been achieved and which is considered stable or non-progressive by the examining Physician at the time of evaluation.

Physician means a licensed health care provider practicing within the scope of his or her license and rendering care and treatment to the Insured Person that is appropriate for the condition and locality, and who is not:

1. the Insured Person;
2. an Immediate Family Member of either the Insured Person or the Insured Person's spouse;
3. a person living in the Insured Person's household;
4. a person employed or retained by the Policyholder; or

Plans of Insurance for the Township of Hamburg Fire Department

Benefits apply while performing a Covered Activity.

5. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.

Policy Term means the time period defined for the Policyholder shown on the *Policy Schedule of Benefits*.

Reasonable and Customary Charge(s) means a charge that:

1. is made for a Covered Medical Expense;
2. does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred (for a Hospital room and board charge, other than for a Medically Necessary stay in an intensive care unit or a cardiac care unit, does not exceed the Hospital's most common charge for semi-private room and board); and
3. does not include charges that would not have been made if no insurance existed.

Reasonable Occupation means any occupation for which an Insured Person is reasonably fitted based on education, training or experience and an Insured Person could expect to generate the lesser of \$75,000 annually or at least 70% of his or her Weekly Earned Income.

Regular Occupation means the Insured Person's primary occupation at the time of disability for which he or she was receiving remuneration.

Review Date means the date after 52 weeks of continuous disability.

Spouse means the Insured Person's lawful spouse.

Total Disability or Totally Disabled means that for the first 5 years from the date of a Covered Injury or onset of a Covered Illness, an Insured Person:

1. is not able to perform the substantial and material duties of his or her occupation; and
2. is receiving Appropriate Care.

After 5 years from the date of a Covered Injury or onset of a Covered Illness, Total Disability or Totally Disabled means that due to a Covered Injury or a Covered Illness an Insured Person:

1. is not able to engage in any Reasonable Occupation;
2. is not working at any other occupation; and
3. is receiving Appropriate Care.

Traumatic Incident means an abnormal experience involving the Policyholder, outside the range of usual human experiences and that includes: 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; 4) dealing with victims known to the Insured Person, and 5) similar incidents that would reasonably require mental health care for the entire Policyholder or a significant number of members of the Policyholder.

Traumatic Incident Stress Management Team means an organized group of mental health professionals and peer support individuals trained to provide support services to emergency service organization personnel. Such support services include traumatic incident stress defusing, debriefing, demobilization, stress reduction education, spousal support, one-on-one interviews, or on-the-scene support.

Weekly Earned Income means the greater of an Insured Person's:

1. average income earned on a weekly basis at the time the disability starts; or
2. average income earned on a weekly basis for the period of one year prior to the start of disability for which a claim is made.

If an employer, other than himself, employs an Insured Person, Weekly Earned Income will be computed from an Insured Person's regular, over-time and shift differential wages. Weekly Earned Income shall be substantiated by pay stubs, W-2 Forms, other employment records, tax records, and/or other records which We may reasonably request. Commission earnings will be computed using an average of 24 months of previous commission earnings.

If an Insured Person is self-employed, Weekly Earned Income will be computed from the amount reported by an Insured Person on page 1 of the IRS Form 1040 series, which includes amounts from Schedules C and F, and from qualifying income from Schedule E which is included in the amount reported by an Insured Person on page 1 of IRS Form 1040 series.

If the Insured Person is a commissioned sales person, Weekly Earned Income will be any salary or wages and commissions received from the Employer. This will be based on the Statement of Wages Earned and Taxes Withheld (Form W-2) for the fiscal year ending immediately prior to the date of the Insured Person's disability.

Plans of Insurance for the Township of Hamburg Fire Department

Benefits apply while performing a Covered Activity.

Weekly Earned Income does not include rent, royalties, investment income, passive income, estate and trust income and REIT/REMIC income regardless of an Insured Person's active involvement in generating said forms of income, an Employer's contributions to any deferred compensation plan or pension plan on the Insured Person's behalf, stock options, or any other income not derived directly from an Insured Person's occupational activities.