# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038 (212) 458-5000

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

Policyholder: State Firemen's & Fire Marshals' Association of Texas

Policy Number: SRG 0009132844-A

#### **GROUP ACCIDENT INSURANCE CERTIFICATE**

**ABOUT THIS CERTIFICATE.** This certificate describes accident insurance the Company provides to Insured Persons under the Group Policy (herein called the Policy) issued to the Policyholder.

#### **SCHEDULE**

Class	Description of Class
1	All active members of the Policyholder, whose
	names are on file an for whom appropriate premium has been paid.

# Principal Sum (by Class) Class 1 \$10.000

For any death that results from a Firefighter Activity, including direct travel to and from such activity, an Additional 100% of the Principle Sum will be paid.

Firefighter Activity – means performing authorized job activities associated with fire emergencies as a duly employed uniformed firefighter employed by an employer, whose primary duty is the prevention and extinguishing of fires, the protection of life and property there from; or while acting as an authorized volunteer firefighter and performing duties associated with responding to fire emergencies. Coverage also includes traveling directly to and from fire emergency activities.

### **Effective Date of Coverage**

January 1, 2016

In witness whereof, the Company has caused this certificate to be signed by its President and Secretary.

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

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

President

Secretary

PLEASE READ THIS CERTIFICATE CAREFULLY.

Non-Participating

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#### **DEFINITIONS**

**Injury** - means bodily injury caused by an accident occurring while the Policy is in force as to the person whose injury is the basis of claim and resulting directly and independently of all other causes in a covered loss.

**Insured** - means a member of an eligible class of persons as described in the Schedule and for whom premium has been paid while covered under the Policy.

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

Insured Person - means an Insured.

Physician - means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: 1) the Insured Person; 2) an Immediate Family Member; or 3) retained by the Policyholder.

**Schedule** - means the schedule found on the face page of this certificate.

#### INSURED'S EFFECTIVE AND TERMINATION DATES

**Effective Date**. The Insured's coverage under the Policy begins on the Effective Date of Coverage as shown in the Schedule.

A change in coverage applies only with respect to accidents that occur on or after the effective date of the change.

**Termination Date.** An Insured's coverage under the Policy ends on the earliest of: (1) the date the Policy is terminated; (2) the premium due date if premiums are not paid when due; (3) the date the Insured requests, in writing, that his or her coverage be terminated; or (4) the date the Insured ceases to be eligible for coverage under the Policy.

Termination of coverage will not affect a claim for a covered loss that occurred while the Insured's coverage was in force under this Policy.

Continuation of Eligibility. If premium payments are continued on a basis that precludes individual selection, an Insured who ceases to be a member of any eligible class of persons as described in the Master Application may still be regarded as in an eligible class of persons as follows: (1) if the Insured is on temporary lay-off or leave of absence (other than an authorized family or medical leave), for the full period of the lay-off or leave, but not for more than three months in a row; or (2) if the Insured is absent from work due to an authorized family or medical leave, for the full period of the leave, but not for more than three months in a row unless a longer period is agreed to by the Company and the Policyholder.

The portion of premium payments paid by the Insured, if any, must continue to be paid during any period of leave as described above for coverage to remain in force.

#### **PREMIUM**

**Premiums.** The Company provides insurance in return for premium payments. The Company may change the required premiums due by giving the Policyholder at least 31 days advance written notice. The Company may also change the required premiums at any time when any coverage change affecting premiums is made in the Policy.

**Grace Period.** A Grace Period of 31 days will be provided for the payment of any premium due after the first. An Insured Person's coverage will not be terminated for nonpayment of premium during the Grace Period if all premiums due are paid by the last day of the Grace Period. An Insured Person's coverage will terminate on the last day of the period for which all premiums have been paid if all premiums due are not paid by the last day of the Grace Period.

If the Company expressly agrees to accept late payment of a premium without terminating coverage under the Policy, the Company does so in accordance with the Noncompliance with Policy Requirements provision of the General Provisions section.

No Grace Period will be provided if the Company receives notice to terminate the Insured Person's coverage under the Policy prior to a premium due date.

#### **BENEFITS AND COVERAGES**

**Principal Sum.** As applicable to each Insured, Principal Sum means the amount of insurance in force under the Policy as described in the Schedule.

#### **Limitation on Multiple Benefits**

If an Insured Person suffers one or more losses from the same accident for which amounts are payable under more than one of the following Benefits provided under the Policy, the maximum amount payable under all of the Benefits combined will not exceed the amount payable for one of those losses, the largest: Accidental Death Benefit, Accidental Dismemberment Benefit.

#### **Accidental Death Benefit**

If Injury to the Insured Person results in death within 365 days of the date of the accident that caused the Injury, the Company will pay 100% of the Principal Sum.

#### **Accidental Dismemberment Benefit**

If Injury to the Insured Person results, within 365 days of the date of the accident that caused the Injury, in any one of the Losses specified below, the Company will pay the percentage of the Principal Sum shown below for that Loss:

For Loss of	Percentage of Principal Sum
Both Hands or Both Feet Sight of Both Eyes	
One Hand and One Foot	
One Hand and the Sight of One Eye	
One Foot and the Sight of One Eye	
Speech and Hearing in Both Ears	
One Hand or One Foot	
Sight of One Eye	
Speech or Hearing in Both Ears	50%
Hearing in One Ear	
Thumb and Index Finger of Same Hand	25%

"Loss" of a hand or foot means complete severance through or above the wrist or ankle joint. "Loss" of sight of an eye means total and irrecoverable loss of the entire sight in that eye. "Loss" of hearing in an ear means total and irrecoverable loss of the entire ability to hear in that ear. "Loss" of speech means total and irrecoverable loss of the entire ability to speak. "Loss" of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.

If more than one Loss is sustained by an Insured Person as a result of the same accident, only one amount, the largest, will be paid.

## **Exposure and Disappearance**

If by reason of an accident occurring while an Insured Person's coverage is in force under the Policy, the Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which a benefit is otherwise payable under the Policy, the loss will be covered under the terms of the Policy.

If the body of an Insured Person has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which the person was an occupant while covered under the Policy, then it will be deemed, subject to all other terms and provisions of the Policy, that the Insured Person has suffered accidental death within the meaning of the Policy.

#### Severe Burn Benefit

**Severe Burn Benefit.** If an Insured Person suffers an Injury that is a Severe Burn, the Company will pay a benefit as described in this benefit. The benefit payable is based on the Maximum Percentage of Principal Sum shown below with respect to the Specified Body Area shown below:

Specified Body Area	Maximum Percentage of	Principal Sum
Face and Neck and Head		99%
Hand and Forearm Below Elbow	Joint (Right)	22.5%
Hand and Forearm Below Elbow	Joint (Left)	22.5%
Upper Arm Below Shoulder Joint to Elbow Joint (Right)		13.5%
Upper Arm Below Shoulder Joint to Elbow Joint (Left)		13.5%
Torso Below Neck to Shoulder Joints and Hip Joints (Front)		36%
Torso Below Neck to Shoulder Joints and Hip Joints (Back)		36%
Thigh Below Hip Joint to Knee Jo	int (Right)	9%
Thigh Below Hip Joint to Knee Jo	int (Left)	9%
Foot and Lower Leg Below Knee	Joint (Right)	27%
Foot and Lower Leg Below Knee	Joint (Left)	27%

If only one of the Insured Person's Specified Body Areas is Severely Burned in an accident:

- 1. and 100% of the surface of that Specified Body Area is Severely Burned, the benefit payable is 100% of the Maximum Percentage of Principal Sum shown for that Specified Body Area.
- 2. and a lesser proportion of the surface of that Specified Body Area is Severely Burned, the benefit payable is that same lesser proportion of the Maximum Percentage of Principal Sum shown above for that Specified Body Area.

(For example: The Maximum Percentage of Principal Sum shown for the "foot and lower leg below knee joint (right)" Specified Body Area is 27%. If 100% of the surface of that Specified Body Area is Severely Burned, the benefit payable is 100% of 27%, or 27%, of the Principal Sum. If 50% of that surface is Severely Burned, the benefit payable is 50% of 27%, or 13.5%, of the Principal Sum. If 1/3 of that surface is Severely Burned, the benefit payable is 1/3 of 27%, or 9%, of the Principal Sum.)

If more than one of the Insured Person's Specified Body Areas is Severely Burned as a result of the same accident, the benefit payable is the lesser of: (1) the sum of the benefit amounts calculated separately, according to the above rules, with respect to each such Specified Body Area; or (2) 100% of the Principal Sum.

The determination of whether or not a Specified Body Area is Severely Burned, and what proportion of its surface is Severely Burned, must be made by a Physician. The Company has a right, at its own expense, to have the determination verified by a Physician of the Company's choice.

"Severe Burn/Severely Burned" - means cosmetic disfigurement of the surface of a body area due to an Injury that is a full-thickness or third-degree burn, as determined by a Physician. (A full-thickness or third-degree burn is the destruction of the skin through the entire thickness or depth of the dermis and possibly into underlying tissues, with loss of fluid and sometimes shock, by means of exposure to fire, heat, caustics, electricity or radiation).

#### **EXCLUSIONS**

The Policy does not cover any loss caused in whole or in part by, or resulting in whole or in part from, the following:

- 1. suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury;
- 2. sickness, disease or infections of any kind; except bacterial infections due to an accidental cut or wound, botulism or ptomaine poisoning;
- 3. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured Person is:
  - a. riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
  - b. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft;
- 4. declared or undeclared war, or any act of declared or undeclared war;
- 5. full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured[ Person] is not covered due to his or her active duty status will be refunded.) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded.);
- 6. the Insured Person being under the influence of drugs or intoxicants, unless taken under the advice of a Physician.
- 7. the Insured Person's commission of or attempt to commit a felony.

#### **CLAIMS PROVISIONS**

**Notice of Claim.** Written notice of claim must be given to the Company within 20 days after an Insured Person's loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at AIG, Accident and Health Claims Division, P. O. Box 25987, Shawnee Mission, KS 66225-5987, with information sufficient to identify the Insured Person, is deemed notice to the Company.

Claim Forms. The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in this Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured's name, the Policyholder's name and the Policy number.

**Proof of Loss.** Written proof of loss must be furnished to the Company within 90 days after the date of the loss. If the loss is one for which this Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the Company may reasonably require. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

Payment of Claims. Upon receipt of due written proof of death, payment for loss of life of an Insured Person will be made to the Insured Person's beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the Insured. If an Insured dies before all payments due have been made, the amount still payable will be paid to his or her beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee, who, in the Company's opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment the Company makes in good faith fully discharges the Company's liability to the extent of the payment made.

Time of Payment of Claims. Benefits payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid immediately upon the Company's receipt of due written proof of the loss, but in no event more than 60 days from receipt of proof of loss. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

#### **GENERAL PROVISIONS**

Entire Contract; Changes. The Policy, the Master Application, and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or any Insured Person will be considered representations and not warranties. No written statement made by an Insured Person will be used in any contest unless a copy of the statement is furnished to the Insured Person or his or her beneficiary or personal representative.

No change in the Policy will be valid until approved by an officer of the Company. The approval must be noted on or attached to the Policy. No agent may change the Policy or waive any of its provisions.

**Incontestability.** After an Insured Person has been insured under the Policy for two year(s) during his lifetime, no statement made by the Insured Person, except a fraudulent one, will be used to contest a claim under the Policy. The Company may only contest coverage if the misstatement is made in a written instrument signed by the Insured Person and a copy is given to the Policyholder, the Insured Person or the beneficiary.

Insured's Beneficiary Designation and Change. The Insured's designated beneficiary(ies) is (are) the person(s) so named by the Insured for the Policyholder's group life insurance policy as shown on the Policyholder's records kept on that policy, unless the Insured has named a beneficiary specifically for the Policy as shown on the Company's Policyholder's records kept on the Policy.

An Insured over the age of majority and legally competent may change his or her beneficiary designation at any time, unless an irrevocable designation has been made, without the consent of the designated beneficiary(ies), by providing the Company with a written request for change. When the request is received by the Company, whether the Insured is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Company on account of any payment made by it prior to receipt of the request.

If there is no designated beneficiary or no designated beneficiary is living after the Insured's death, the benefits will be paid, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

**Physical Examination and Autopsy**. The Company at its own expense has the right and opportunity to examine the person of any individual whose loss is the basis of claim under the Policy when and as often as it may reasonably require during the pendency of the claim and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions. No action at law or in equity may be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action may be brought after the expiration of three years after the time written proof of loss is required to be furnished.

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

Conformity With State Statutes. Any provision of the Policy which, on its effective date, is in conflict with the statutes of the state in which the Policy is delivered is hereby amended to conform to the minimum requirements of those statutes.

Workers' Compensation. The Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

Clerical Error. Clerical error, whether by the Policyholder or the Company, will not void the insurance of any Insured Person if that insurance would otherwise have been in effect nor extend the insurance of any Insured Person if that insurance would otherwise have ended or been reduced as provided in the Policy.

Assignment. An Insured may not assign any of his or her rights, privileges or benefits under the Policy.

**Misstatement of Age.** If premiums for the Insured Person are based on age and the Insured Person has misstated his or her age, there will be a fair adjustment of premiums based on his or her true 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. The Company may require satisfactory proof of age before paying any claim.