



## 24-HOUR ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE POLICY

**Date Prepared:** 7/12/2016

**Policyholder Name:** Virginia Fire Chief's Association

**Proposed Effective Date:** 9/1/2016

**Policyholder State:** VA

**Covered Class:**

Class A: All Active Members of the Policyholder

Class B: All Active Members of the Policyholder

**Type of Coverage:**

24-Hour Coverage

Line-of-Duty Coverage

**Number of Insured Persons (Active Members):** 700

Quote Options:	OPTION 1	OPTION 2	OPTION 3
<b>AD&amp;D Principal Sum:</b>	Class A: \$10,000 Class B: \$20,000	Class A: \$20,000 Class B: \$40,000	Class A: \$30,000 Class B: \$60,000
<b>Premium Mode for Class A &amp; B coverage</b>			
a) Annual:	<b>\$4,791.00</b>	<b>\$9,580.00</b>	<b>\$14,373.00</b>
b) 3-year, pre-paid:	\$12,934.00	\$25,864.00	\$38,807.00

Premium is due within 30 days of the Effective Date of the policy.

## **CONDITIONS OF COVERAGE**

This Section describes the Conditions of Coverage under which benefits provided by the Policy become payable. Any benefits are payable only once, even though more than one Condition of Coverage may apply. Please read these and the Common Exclusions sections in order to understand all of the terms, conditions, and limitations of coverage.

### **24-HOUR COVERAGE (Business & Pleasure)**

The Company will pay the Benefit Amount shown in the Schedule of Benefits, subject to all applicable conditions and exclusions, when the Insured Person suffers a Covered Loss that occurs any time while insured by this Policy including riding in or entering or exiting an Aircraft.

**Exclusions** that apply to this Condition of Coverage are in the Common Exclusions section.

### **LINE OF DUTY OCCUPATIONAL COVERAGE**

The Company will pay the Benefit Amount shown in the Schedule of Benefits, subject to all applicable conditions and exclusions, if the Insured Person suffers a Covered Loss that occurs during a Covered Activity and while the Insured Person is Acting in the Line of Duty.

The Covered Loss must take place while:

1. the Insured Person is on duty, on or off the Policyholder's premises; or
2. Acting in the Line of Duty during response to an emergency while off duty.

**Acting in the Line of Duty** means acts done according to the standards set by the Policyholder for the type of work in which the Insured Person is engaged.

**Exclusions** that apply to this Condition of Coverage are in the Common Exclusions section.

## **BENEFITS**

### **ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D)**

The Company will pay the Benefit Amount for any one of the Covered Losses listed in the Schedule of Benefits, subject to all applicable conditions and exclusions, if the Insured Person suffers a loss as a result of a Covered Injury within 365 days of a Covered Accident.

If the Insured Person sustains more than one Covered Loss as a result of the same Covered Accident, the total of Benefits the Company will pay will not exceed the Principal Sum. The Covered Loss must occur within 365 days of the Covered Accident (In PA, loss period does not apply to Loss of Life).

*An Aggregate Maximum of ten times the Class A Principal Sum, not to exceed \$1,000,000 applies to the Accidental Death & Dismemberment, Coma, and Paralysis benefits.*

*Not more than the Aggregate Limit of Indemnity specified above will be paid for all Covered Losses, Covered Accidents and Covered Injuries suffered by all Insured Persons as the result of any one Covered Accident that occurs under one of the Conditions of Coverage, as specified above. This Aggregate Limit of Indemnity is payable only once. Should more than one Condition of Coverage apply, we will pay the greater amount. If this amount does not allow all Insured Persons to be paid the amounts this Policy otherwise provides, the amount paid will be the proportion of the Insured Person's loss to the total of all losses, multiplied by the Aggregate Limit of Indemnity.*

## AD&D (continued)

<b>Covered Loss</b>	<b>Benefit Amount</b> (% of Principal Sum)
Loss of Life	100%
Loss of or Loss of Use of Two or More Hands or Feet	100%
Loss of Sight in Both Eyes	100%
Loss of Speech and Hearing in Both Ears	100%
Loss of One Hand or Foot and Sight in One Eye	100%
Loss of or Loss of Use of One Hand or Foot	50%
Loss of Sight in One Eye	50%
Loss of Speech	50%
Loss of Hearing in Both Ears	50%
Severance and Reattachment of One Hand or Foot	50%
Loss of Thumb and Index Finger of the Same Hand	25%
Loss of all Four Fingers of the Same Hand	25%
Loss of all Toes of the Same Foot	25%
Loss of Thumb	25%
Loss of Index Finger	25%
Loss of Any Joint on Either Hand	6.25%
Loss of 2 <sup>nd</sup> , 3 <sup>rd</sup> , or 4 <sup>th</sup> Finger of Either Hand	12.5%
Loss of Large Toe of Either Foot	5%
Loss of a Joint of a Toe	1%

**Exposure and Disappearance** If by reason of an Accident occurring while an Insured Person's coverage is in force under this Policy, the Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers a Covered Loss for which an Accidental Death or Accidental Dismemberment Benefit is otherwise payable under the Policy, the Covered Loss will be covered under the terms of this 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 Insured Person was an occupant while covered under this Policy, then it will be deemed, subject to all other terms and provisions of this Policy, that the Insured Person has suffered an Accidental Death that would have been payable under the Policy.

**Coma Benefit** A benefit is payable if an Insured Person suffers a Covered Injury that results in Coma. The Coma must occur within 30 days of the Covered Accident. The benefit amount is 1% of the Principal Sum for the first 11 months, 100% of the Principal Sum in the 12<sup>th</sup> month.

**Paralysis Benefit** A benefit is payable if an Insured Person suffers Paralysis as a result of a Covered Injury. If the Insured Person suffers more than one type of Paralysis as a result of the same Covered Accident, only one amount, the largest, will be paid:

<b>Covered Loss</b>	<b>Benefit Amount</b> (% of Principal Sum)
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Uniplegia	25%

### **ADDITIONAL BENEFITS (subject to the AD&D Principal Sum)**

**Accidental Severe Burn and Disfigurement Benefit** A benefit is payable if an Insured Person suffers a Third Degree Severe Burn and Disfigurement from a Covered Loss, subject to a Maximum of \$100,000.

<b>Percentage of Burn Area</b>	<b>Benefit Amount</b> (% of Principal Sum)
75% - 100%	100%
50% - 74%	75%
25% - 49%	50%
10% - 24%	25%

**Hepatitis C Occupational or Assigned Duties Accident Benefit** A benefit is payable if the Insured Person suffers a Covered Injury during the performance of Occupational or Assigned Duties and it results in the Insured Person acquiring and testing positive for Hepatitis C within one year of the date of an Occupational or Assigned Duties Covered Accident. The benefit amount is 50% of the Principal Sum, subject to a Maximum of \$50,000.

**Seatbelt and Airbag Benefit** A benefit is payable if an Insured Person dies from a Covered Accident while wearing a seatbelt and riding in a private passenger automobile. An additional benefit is provided if the Insured Person was also positioned in a seat protected by a properly-functioning and properly-deployed Airbag. The Seatbelt Benefit amount is 25% of the Principal Sum, subject to a Maximum of \$50,000. The Airbag Benefit amount is 10% of the Principal Sum, subject to a Maximum of \$25,000 and the default benefit is \$1,000.

### **ADDITIONAL BENEFITS (not subject to the Principal Sum)**

**Felonious Assault and Violent Crime Benefit** A benefit is payable for a Covered Loss that occurs during a Felonious Assault or Violent Crime. The Covered Loss must occur within 365 days of the Covered Accident. The benefit is 10% multiplied by the portion of the Benefit Amount applicable to the Covered Loss for Accidental Death and Dismemberment, Coma or Paralysis. Maximum benefit is \$10,000.

**Home Alteration and Vehicle Modification Benefit** A benefit is payable for when an Insured Person suffers a Covered Loss and, as a result, requires Home Alteration or Vehicle Modification. Home Alteration or Vehicle Modification must occur within 365 days of the Covered Loss. The benefit is 10% multiplied by the portion of the Benefit Amount applicable to the Covered Loss for Accidental Death and Dismemberment, Coma or Paralysis. Maximum benefit is \$10,000.

**Medical Evacuation Benefit** A benefit is payable if the Insured Person suffers a Covered Loss that requires or warrants Emergency Evacuation, while he or she is outside a 100 mile radius from his or her current place of primary residence. Coverage is included for Emergency Sickness and Traveling Companions. Maximum benefit is 100% of Usual & Customary Charges.

**Rehabilitation Benefit** A benefit is payable if the Insured Person requires rehabilitation services after sustaining a Covered Loss. Covered Treatment must occur within 365 days of the Covered Accident. The benefit is 10% multiplied by the portion of the Benefit Amount applicable to the Covered Loss for Accidental Death and Dismemberment, Coma or Paralysis. Maximum benefit is \$10,000.

**Prosthesis Appliance Benefit** A benefit is payable if the Insured Person suffers a Covered Loss that requires use of a Prosthetic Appliance Device. The Covered Loss must occur within 365 days of the Covered Accident. Maximum benefit is \$1,000 per Covered Loss.

**Bereavement and Trauma Counseling Benefit** A benefit is payable if an Insured Person requires bereavement and trauma counseling as a result of a Covered Death or Covered Loss. Covered Counseling must occur within 30 days of the Covered Accident. Coverage for Immediate Family Members or Fellow Participants is included. The benefit is up to \$100 per session for up to 10 sessions maximum. Maximum benefit is \$1,000 per Covered Loss.

**Burial and Cremation Benefit** A benefit is payable for the burial or cremation of an Insured Person who dies from a Covered Injury and an Accidental Death benefit is payable. The benefit is \$5,000.

**Repatriation Benefit** A benefit is payable if an Insured Person dies due to a Covered Injury while he or she is outside a 100 mile radius from his or her current place of primary residence. Coverage for Emergency Sickness is included. Coverage is included for Emergency Sickness and Traveling Companions. Maximum benefit is 100% of Usual & Customary Charges.

## **COMMON EXCLUSIONS**

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 for by name:

1. intentionally self-inflicted injury, suicide, or any attempt while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. commission of or active participation in a riot or insurrection;
4. declared or undeclared war or act of war or any act of declared or undeclared war unless specifically provided by this Policy;
5. flight in, boarding, or alighting from an Aircraft or any craft designed to fly above the Earth's surface, except as:
  - a. a fare-paying passenger on a regularly scheduled commercial or charter airline;
  - b. a passenger in a non-scheduled, private Aircraft used for pleasure purposes with no commercial intent during the flight; or
  - c. a passenger in a Military Aircraft flown by the air mobility command or its foreign equivalent;
6. travel in any Aircraft owned, leased, operated, or controlled by the Policyholder, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
7. sickness, disease, bodily or mental infirmity, bacterial or viral infection, or medical or surgical treatment thereof, (including exposure, whether or not Accidental, to viral, bacterial or chemical agents), whether the loss results directly or non-directly from the treatment except for any bacterial infection resulting from an Accidental external cut or wound or Accidental ingestion of contaminated food;
8. voluntary ingestion of any narcotic, drug, poison, gas, or fumes unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
9. an Accident if the Insured Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, unless: (a) the Insured Person holds a valid learners permit and (b) the Insured Person is receiving instruction from a driver's education instructor;
10. medical or surgical treatment, diagnostic procedure, administration of anesthesia, or medical mishap or negligence, including malpractice unless it occurs during treatment of a Covered Injury; or
11. benefits will not be paid for services or treatment rendered by any person who is:
  - a. employed or retained by the Policyholder;
  - b. living in the Insured Person's household;
  - c. an Immediate Family Member, including domestic partner, of either the Insured Person or the Insured Person's Spouse; or the Insured Person.

## **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 and in California, Provident of Pennsylvania Insurance 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").

## TRAVEL ASSISTANCE SERVICES\*

(These are not insurance benefits.)

This proposal includes 24/7 access to travel assistance services, provided by Europ Assistance USA, to make arrangements for certain travel assistance services in conjunction with insurance benefits. Europ Assistance can make arrangements for these services whenever insured persons and covered family members travel at least 100 miles away from home.

Europ Assistance USA will make arrangements for the following services; however, neither Europ Assistance USA nor this policy will pay expenses associated with these services:

- Access to 24/7 Security Assistance Center
- Cash Advance
- Cultural Information & Embassy / Consular referrals
- Emergency Message Relay
- Emergency Travel Arrangements
- Law-Related Services
- Location of Medical Providers
- Medical Monitoring
- Pre-trip Informational Assistance
- Referral Services
- Replacement of Eyeglasses or Medications
- Translation Services

Europ Assistance USA will make arrangements for the following services:

- Medical Evacuation and / or Medical Repatriation when the Insured Person's or Traveling Companion's Covered Injury or Emergency Sickness warrants emergency evacuation (depending on the cause of the medical condition requiring evacuation or repatriation, this policy may pay for the cost of the evacuation or repatriation when the Medical Evacuation Benefit applies.
- Repatriation of Remains when the insured person or Traveling Companion suffers loss of life due to a Covered Injury or Emergency Sickness. This policy may pay for the cost of the repatriation of remains if the Repatriation Benefit applies.

\* Regarding this Travel Assistance Services benefit, please note:

1. *If the expenses associated with the services or any advanced payments are not covered under the insurance policy, the policyholder or the covered person shall be responsible for payment. We reserve the right to recover any amounts paid outside of the terms of the policy from any third party who would otherwise be responsible for payment in the absence of the policy benefits.*
2. *These services are provided by Europ Assistance USA and are not insured benefits. Europ Assistance USA is under contract with AXIS Insurance Company to provide travel assistance services in conjunction with insurance benefits.*