

24-Hour Accidental Death & Dismemberment Policy



PROVIDENT

“Insuring America’s Heroes Since 1928”

www.providentbenefits.com

Provident Agency Inc.

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Pittsburgh, PA 15238-0588

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Dear Officers and Members,

Thank you for choosing Provident to insure the members of your emergency service organization. Attached you will find your policy which provides an explanation of the benefits you have purchased. We have continually sought to expand our policy language and benefits in order to protect your most valuable resources...your membership and their families.

Should you have any questions regarding this policy, please feel free to contact us as we are here to be of service to you.

Sincerely,

A handwritten signature in cursive script that reads "Barry D. Balliet". The signature is fluid and elegant, with a large initial 'B' and a distinct 'D'.

Barry D. Balliet, President
Provident Agency, Inc.

Unum Life Insurance Company of America

2211 Congress Street, Portland, Maine 04122

GROUP ACCIDENT POLICY

Policyholder Alaska Association of Fire & Arson Investigators
.....
.....
Policyholder Address P.O. Box 671468
..... Chugiak, AK 99567
Policy Number 129557-3482

Division, Subsidiary or Affiliate Company(ies)...
Policy Effective Date 10/01/11
Renewal Date 05/01/12
Governing Jurisdiction AK

Eligible Group(s): <u>Class</u>	<u>Description of Eligible Persons</u>
I	All persons who are certified and on the roster of the Policyholder. All classes of membership may be included as well as any other affiliated party designated by the Policyholder in the United States.

Unum Life Insurance Company of America (referred to as We, Our, Us or Unum) will provide benefits under this policy to the Policyholder named above in return for the payment of premium. Unum makes this promise subject to all of this policy's provisions.


The Policyholder should read this policy carefully and contact Unum promptly with any questions. This policy is delivered in and is governed by the laws of the governing jurisdiction.

This policy may be changed in whole or in part. Only an officer or registrar of Unum can approve a change. The approval must be in writing and endorsed on or attached to this policy. No other person, including an agent may change this policy or waive any part of it.

Signed for the Unum Life Insurance Company of America.



Secretary



President

ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

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AD&D BENEFIT SCHEDULE

Premium Due Date

10/01/11 and the first day of each Policy period after the Policy Effective Date.

Waiting Period

For persons in an eligible group on or before 10/01/11 : none.

For persons entering an eligible group after 10/01/11 : none.

Insured's Amount of AD&D Benefit

Class I: \$5,000, or if an injury causes the Insured's death while the Insured is driving or riding in an emergency service vehicle and wearing a seat belt, the benefit amount will be \$5,500.

Premium

The premium for this policy is \$127.82. Premium will not change prior to 05/01/13 unless the number of Insured lives increases by more than:

- 25% for cases with fewer than 50 lives on the effective date;
- 10% for cases with 50 or more lives on the effective date.

Aggregate Liability Limit

\$50,000 Per Accident

The following Hazards are provided to the Insured under this Policy.

<u>Class</u>	<u>Specified Hazard(s)</u>	<u>Applicable AD&D Benefit Sum</u>	<u>Minimum Amount</u>	<u>Maximum Amount</u>
I	2233	\$5,000, or if an injury causes the Insured's death while the Insured is driving or riding in an emergency service vehicle and wearing a seat belt, the benefit amount will be \$5,500.	-	-

No benefit will be payable under this policy unless the Injury occurs while the policy is in force.

DEFINED TERMS IN THIS POLICY

All defined terms are shown for the first time in bold throughout the policy.

AD&D Benefit means the total benefit amount for which a person is insured under this coverage, subject to the maximum benefit.

Aircraft means any vehicle or device that is used for aerial navigation in the earth's atmosphere.

Commuting Travel means traveling directly to the place of work where the Insured is regularly employed from the Insured's home, or traveling directly from the place of work where the Insured is regularly employed to the Insured's home.

Doctor means:

1. a person performing tasks that are within the limits of his or her medical license; and
2. a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
3. a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or
4. a person who is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

Unum will not recognize the Insured, or the Insured's spouse, children, parents, or siblings as a Doctor for a claim that the Insured sends to Us.

Hazard means a situation or activity which places the Insured at risk of Loss.

Injury means a bodily injury that is solely caused by external, violent and accidental means and is independent of any other cause.

Insured means the eligible person enrolled for this insurance.

Loss means the following:

- Loss of a hand means that all four fingers are cut off at or above the knuckles joining each to the hand.
- Loss of a foot means that all of the foot is cut off at or above the ankle joint.
- Loss of sight means one of the eyes is totally blind and that no sight can be restored in that eye.
- Loss of thumb and index finger means that all of the thumb and index finger are cut off at or above the joint closest to the wrist.
- Loss of speech means the total and irrecoverable loss of speech.
- Loss of hearing means the total and irrecoverable loss of hearing in both ears.

With regard to paralysis (quadriplegia, paraplegia, hemiplegia), loss must be complete and irreversible as applied to the recovery of the use of such limbs.

Payable Claim means a claim for which Unum is liable under the terms of the policy.

Policyholder means the organization named in this policy. It includes any division, subsidiary or affiliate company also named in this policy.

Private Passenger Car means a validly registered four-wheel private passenger car (including employer-owned cars), station wagons and sports utility cars that are used only as private passenger cars. Private Passenger Car also includes pick-up trucks and vans that are used as private passenger cars and in the duties of the Insured's work.

Sickness means a sickness or disease which causes a disability which starts while the insurance is in force.

Waiting Period means the continuous period of time that the Insured must be in Active Employment in an eligible group before he or she is eligible for coverage under the policy.

WHO IS ELIGIBLE FOR COVERAGE

A person is eligible for coverage if he or she is working for or is a member of the Policyholder in an eligible group, on the later of the Policy Effective Date; or the day after completing the **Waiting Period**.

WHEN COVERAGE BEGINS

An Insured's coverage will begin at 12:01 a.m. on the Policy Effective Date shown in this Policy.

RATE GUARANTEE

An Insured's premium rate will not change before 05/01/13. However, We may change premium rates at any time for reasons which affect the risk assumed, including those reasons below:

1. a change occurs in the coverage under this policy;
2. a division, subsidiary, or affiliated company is added or deleted;
3. the number of insured persons change by 25% or more; or
4. a new law or a change in any existing law is enacted which applies to this policy.

We will notify the Policyholder in writing at least 31 days before a premium rate is changed. A change may take effect on an earlier date when both Unum and the Policyholder agree.

A DESCRIPTION OF THE COVERAGE

Accidental Death and Dismemberment Benefit – (AD&D Benefit)

If We approve the claim, We will pay each Insured a benefit for a covered **Loss** which is the result of an **Injury**. The benefit will be paid only if:

1. the Insured's death occurs within 365 days from the date of the accident; or
2. the Insured's Injury results in one or more covered Losses listed below within 365 days from the date of the accident.

The accident and the Injury must occur while the Insured is insured under the policy.

Covered Loss and Benefit Amount List

For Loss of Life..... The AD&D Benefit

For Loss of:

Both Hands or Both Feet or Sight of Both Eyes The AD&D Benefit

One Hand and One Foot The AD&D Benefit

One Hand or Foot and Sight of One Eye..... The AD&D Benefit

Speech and Hearing The AD&D Benefit

Quadriplegia (Total and irreversible paralysis of all four limbs) The AD&D Benefit

Paraplegia (Total and irreversible paralysis of both lower limbs) Three Quarters The AD&D Benefit

One Hand or One Foot..... One-Half the AD&D Benefit

Speech or Hearing One-Half the AD&D Benefit

Sight of One Eye..... One-Half the AD&D Benefit

Hemiplegia (Total and irreversible paralysis of

One Arm and One Leg on the same side of the body) One-Half the AD&D Benefit

Thumb and Index Finger of Same Hand One-Quarter the AD&D Benefit

The most We will pay for any combination of Losses from any one accident is the **AD&D Benefit**.

Enhancements of the AD&D Benefit

Coverage for Exposure and Disappearance

We will provide coverage if an Injury is sustained by an Insured who is unavoidably exposed to the elements and as a result of the exposure suffers a Loss.

We will presume an Insured suffered Loss of life due to an accident if:

1. the Insured is riding in a common carrier that is involved in an accident covered under this policy; and
2. as a result of the accident, the common carrier is wrecked, sinks, is stranded, or disappears; and
3. the Insured's body is not found within one year of the accident.

Seat Belt Benefit

If We approve the claim, We will pay the Insured or the Insured's authorized representative an additional 10% of the Insured's AD&D Benefit to a maximum benefit amount of \$10,000 if he or she sustains an Injury which causes the Insured's death while the Insured is driving or riding in a **Private Passenger Car**, provided:

For Seatbelt(s):

1. the Private Passenger Car is equipped with Seatbelt(s); and
2. the Seatbelt(s) were in actual use and properly fastened at the time of the covered accident; and
3. the position of the Seatbelt(s) are certified in the official report of the covered accident, or by the investigating officer. A copy of the police accident report must be submitted with the claim.

**An automatic harness Seatbelt is not considered fastened unless a lap belt is also used.

If the official report reflects that the Insured was not wearing the Seatbelt(s) or was not correctly wearing the Seatbelt(s), We will not pay a benefit under this provision.

No benefit will be paid if the Insured is the driver of the Private Passenger Car and does not hold a current and valid driver's license.

The Aggregate Limit of Liability

The Aggregate Limit of Liability shown on the Benefit Schedule page is the total amount We will pay for all Insureds under the Policy as a result of any one accident, within one year of the date of the accident. If the total amount claimed by all Insureds due to the same accident is more than this Limit, then the amount We will pay an Insured under the policy will be calculated as follows: the Aggregate Limit of Liability will be divided by the total amount claimed by all Insureds. The factor produced will be multiplied by the amount claimed by the Insureds. The product of this multiplication will be the amount We pay to each claimant. The amount that We pay cannot be more than the Insured's AD&D Benefit.

Hazard Benefit – Code Numbers

24 Hour Accident Coverage Except Policyholder Owned Aircraft (Business & Pleasure) - Code 2233

We will pay for a Loss that is the result of any and all **Hazards** to which the Insured may be exposed. Coverage includes any Loss which results directly and independently of all other causes from Injury. The Loss must occur while this coverage is in force. The benefits are subject to the conditions, limitations and exclusions of the policy.

Air travel coverage is limited. It only applies while the Insured is riding as a passenger, and not as a pilot or crew member, on a military air transport aircraft of any country; or on any civil aircraft. The civil aircraft cannot be owned or operated by the Insured or by the Policyholder. This craft must:

1. be operated by a licensed pilot; and
2. have a current unrestricted airworthiness certificate; and
3. not be used to fight fires, inspect pipelines or power lines, take aerial photos, or explore

WHAT IS EXCLUDED FROM COVERAGE

We will not pay any claim for a loss that is caused by, contributed to by, or resulting from:

intentionally self-inflicted injury while sane, or self inflicted injury while sane or insane;

suicide (in Missouri, while sane), or any attempt at suicide;

war, or any act of war, declared or undeclared;

service or full-time active duty in the armed forces of any country or international authority;

disease of the body, bodily or mental infirmity, or any bacterial infection other than bacterial infection due directly to an accidental cut or wound;

operating, learning to operate, or serving as a member of a crew of an Aircraft; or while in any Aircraft operated by or under any military authority; or while in any Aircraft being used for a test or experimental purpose, or while in any Aircraft owned or leased by or on behalf of the Policyholder or any division, subsidiary or affiliate of the Policyholder, or by the Insured and members of his or her family or boarding or alighting from such **Aircraft**;

This exclusion does not apply to:

- a. transport type aircraft operated by the Military Airlift Command of the United States;
- b. similar air transport service of any other country.

active participation in a riot;

the Insured's voluntary use of any narcotic. (This is defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 and all amendments.) This exclusion will not apply if the narcotic is prescribed for the Insured by a Doctor and the Insured takes the narcotic in accordance with his or her Doctor's directions;

an attempt to commit or commission of a crime under state or federal law.

HOW TO FILE A CLAIM

1. **Notice of Claim.** The Insured or the Insured's beneficiary, or someone on his or her behalf, must give Us written notice within 90 days of the Loss. The notice must name the Insured and the policy number.
2. **Claim Forms.** We will send the claimant Proof of Loss forms within 15 days after We get the notice. If the claimant does not get the Proof of Loss forms in 15 days he or she can send Us a detailed written report of the claim and extent of the loss. We will accept this report as a Proof of Loss if sent within the time fixed below for filing Proof of Loss.
3. **Proof of Loss.** Written Proof of Loss must be sent to Us within 90 days of the Loss or as soon as reasonably possible. In no event shall proof be furnished later than 1 year after the date that notice of claim is otherwise required, unless due to the legal incapacity of the claimant.

PAYMENT OF CLAIM

1. **Time of Payment.** We will pay claims for most Losses as soon as We get the Proof of Loss. Unless an optional periodic payment time is named, any Loss to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance which remains when Our liability ends will then be paid when We receive the Proof of Loss.

Claim payments must be made within 30 days of receipt of a clean claim, or within 15 days of receipt of additional information for other than a clean claim. If claims are not paid within the time limit, interest accrues at an interest rate of 15% per year.

2. **Who We Will Pay (Beneficiary Designation).** All benefits, except Loss of life, will be paid to the Insured. The Insured has the right to name a beneficiary. A beneficiary has no interest in the policy other than to receive the benefits for Loss of life. The Insured may change the beneficiary at any time unless his or her interest has been assigned. Unless there has been an assignment, consent to change by a prior beneficiary is not needed.

The naming of a beneficiary is not effective until entered on the records of the Policyholder. We are not responsible for the correctness of the records.

If the Insured does not name a beneficiary, or if all named beneficiaries die with or before the Insured, We have the option of paying death benefits to the Insured's estate or to the surviving family members of the Insured in the order listed below:

- a. spouse;
 - b. child or children, equally, if living, otherwise to their descendants per stirpes;
 - c. parents, equally or to the survivor;
 - d. sisters or brothers, equally or to the survivor or survivors;
 - e. the estate of the Insured.
3. **Physical Examination and Autopsy.** For a pending death claim, We may have an autopsy performed unless forbidden by law. For other pending claims, We will require the Insured to undergo:
 - a. a medical examination; and/or
 - b. a functional capacity examination; and/or
 - c. a vocational assessment and/or job skill analysis; and/or
 - d. a psychiatric examination; and/or
 - e. any related tests as are reasonably necessary to the performance of the examination by a Doctor or specialist appropriate for the condition at such time and place and with such frequency as required.

We have the right to select the examiner. We will pay for the examination, including the costs associated with the Insured or the dependent's travel to the examination, if the examination cannot be conducted locally.

We must be given the information which We need to determine if a benefit is payable and how much that benefit should be. We may require:

- a. relevant portions of the Insured's personal or business federal income tax returns; and/or
- b. income statements; and/or
- c. other statements or reports of receipts and payments; and/or
- d. other related financial records.

We also have the right to require a financial audit, if necessary, by a representative of Our choice.

GENERAL POLICY PROVISIONS

1. **Payment of Premium and Grace Period.**
 - a. **When Due.** Premium is due on the Premium Due Date. The premiums must be paid by the Policyholder to Unum in United States dollars.
 - b. **Grace Period.** The policy will continue in force for 31 days after the Premium Due Date if:
 - (1) the late payment is not the first premium payment; or
 - (2) We have not given notice to the Policyholder at least 31 days before the Premium Due Date that We will not renew the policy past the current paid-up period. Notice will be delivered or mailed to the Policyholder at the last mailing address in Our records.

2. **Termination of Policy or Insurance.**
 - a. **Cancellation of the Policy.**
 - (1) The Policyholder may cancel this policy at any time by returning it, or giving written notice to Us stating the date cancellation is to take effect.
 - (2) **By Us.** We may cancel the policy by written notice delivered to, or mailed to, the Policyholder at the last mailing address in Our records. The notice will state the date and hour, not less than 31 days later, that cancellation is to take effect. Proof of mailing or delivery is sufficient proof of notice.
 - (3) **Unearned Premiums.** We will promptly refund any unearned premiums.
 - b. **Termination of Individual Insurance.**
 1. An Insured's coverage will end on the earliest of the next Premium Due Date after:
 - a) the date the policy is cancelled;
 - b) the date the Insured is no longer in an eligible group;
 - c) the date the eligible group is no longer covered; or
 - d) the last day of the period for which the Insured made any required contributions.

If the Insured's coverage ends, the termination of coverage will not affect a Payable Claim as long as it occurs while the Insured is covered under the policy.

3. **Legal Action.** No action on this policy may be brought until 60 days after written Proof of Loss has been given to Us. Any action must be started within 3 years (5 years in Kansas; 6 years in South Carolina) of the date the written proof is required to be submitted.

4. **Policyholder Records.** The Policyholder will keep a record of the vital facts of coverage for each Insured. We may examine these records at reasonable times during the policy period and up to two years after the policy ends, or until all claims are closed, whichever is later. The Policyholder will report to Us within a reasonable time all changes in insured persons.

5. **Statements not Warranties.** Any statements made by the Policyholder or an Insured will be considered a representation and not a warranty. We will not use a statement to deny or reduce a claim or cancel an Insured's coverage from the original effective date unless it is in writing and signed by the Insured.

6. **Conformity with Statute.** Terms of this policy in conflict with the laws of the state where it is delivered are amended to conform to such laws.

7. **Certificates.** We will issue individual certificates of insurance to the Policyholder for delivery to the persons insured by this policy. The certificates will state the main terms of the policy. The Policyholder will maintain a complete record of the persons insured under the policy.

8. **Changes.** A change in the policy is not valid until approved by one of Our officers and noted on or attached to this policy by Us and accepted by the Policyholder. No agent has authority to change or waive any terms of this policy. We will give written notice to the Policyholder at least 31 days in advance of a change.
9. **Changes in an Insured's Coverage.** Once an Insured's coverage begins, any increased or additional coverage due to a change in an Insured's **Annual Earnings** or due to a change requested by the Policyholder will take effect on the first day of the month following the date of changed coverage.

Any decrease in coverage will take effect immediately but will not affect a **Payable Claim** that occurs prior to the decrease.

10. **Renewal.** We may elect not to renew this policy by giving at least 30 days prior notice. If We renew, it will be for a stated period upon payment of a premium. This will be Our premium in force at the time of the renewal.
11. **Fraud.** Unum will ensure that the Insured and the Policyholder do not incur additional insurance costs as a result of the undermining effects of insurance fraud. Unum promises to focus on all means necessary to support fraud detection, investigation, and prosecution.

It is a crime if an Insured knowingly, and with intent to injure, defraud or deceive Unum or provide any information, including filing a claim, that contains any false, incomplete or misleading information. These actions, as well as submission of materially false information, will result in denial of the Insured's claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. Unum will pursue all appropriate legal remedies in the event of insurance fraud.

12. **Assignment of Interest.** The Insured has the right to transfer the rights under the policy to someone else. A transfer of rights is binding when We receive and register at Our office a written notice that has been signed by the Insured. We will not be responsible for the legal, tax or other effects of any assignment, or for any action taken under the provisions of the policy before receiving and registering an assignment.
13. **The Contract:** This Policy, Certificates of Coverage, the Insured's application, riders, endorsements, and any other attached papers represents the entire contract between the Insured and Us. Statements by agents or brokers are not part of this contract. Only an executive officer of this Company can approve a change in this Policy. The approval must be in writing and be endorsed on or attached to this Policy. No one else can change this Policy or waive any of its conditions.

