

**HARTFORD FIRE INSURANCE COMPANY**

One Hartford Plaza  
Hartford, CT 06155  
(A stock insurance company)



The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries.

**SCHEDULE**

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**POLICY NUMBER:** 21-GTA-102272

**POLICYHOLDER NAME:** Town of Bay Harbor Islands  
**POLICYHOLDER'S ADDRESS:** 9665 Bay Harbor Terrace  
Town of Bay Harbor Islands, FL 33154

Policy Issue State: Florida

Policy Period: Policy Effective Date: 10/1/2022  
Policy Termination Date: 10/1/2023

Covered Affiliate(s) or Subsidiary(ies): None

**Newly Acquired Corporations, Partnerships, or Sole Proprietorships**

The premium for this Policy applies only to the Policyholder as constituted on the Policy Effective Date (or any renewal date of this Policy). However, any corporation, partnership, or sole proprietorship and acquired by the Policyholder after the Policy Effective Date (or any renewal date) will be considered a part of the Policyholder, or a Covered Affiliate or Subsidiary, as of the date of the acquisition, but only if the following conditions are both met by the Policyholder within a reasonable time after the acquisition date:

- 1) Policyholder must report to Us, in writing, the name of the newly acquired entity and all underwriting information We deem necessary to determine any additional premium required; and
- 2) it must agree to, and must pay, any required additional premium (or an appropriate portion thereof as agreed upon with Us).

If both conditions are not met within a reasonable time after the acquisition date, the newly acquired entity will not be considered a part of the Policyholder, or a Covered Affiliate or Subsidiary, and the employees from the newly acquired entity will not be considered as employees of the Policyholder or a Covered Affiliate or Subsidiary for Policy purposes, until the date both conditions are met.

**PREMIUM**

**Policy Premium:** \$2,589  
**Premium Mode:** annually

**DESCRIPTION OF ELIGIBLE CLASS(ES):**

Class	Description Of Class(es)	Applicable Hazard Riders	Applicable Benefit Riders
1	All full-time sworn Law Enforcement Officers of the Policyholder.	H-24	B-61, B-63

**BENEFITS AND AMOUNTS**

<b>Class 1</b>	<b>PRINCIPAL SUM</b>
<b>Accidental Death &amp; Dismemberment</b>	
<b>Line of Duty Coverage</b>	\$75,000
<b>Fresh Pursuit Coverage</b>	\$75,000
<b>Intentional Death or Dismemberment Coverage</b>	\$225,000

**HAZARD RIDER(S)** - This Policy covers Injury resulting from the following hazard(s):

<b>Identifier</b>	<b>Form Number</b>	<b>Description</b>
H-24	Form BTA PA-10071 (SG) (FL)	Law Enforcement and Fire or Rescue Squad Hazard Rider

**BENEFIT RIDER(S)**

<b>Identifier</b>	<b>Form Number</b>	<b>Description</b>
B-61	Form BTA PA-10145 (SG)	Florida Statutory Annual Accident Death Benefit Adjustment Rider
B-63	Form BTA PA-10147 (SG)	Florida Statutory Education Benefit Rider

**BLANKET TRAVEL ACCIDENT POLICY**

**HARTFORD FIRE INSURANCE COMPANY**

One Hartford Plaza  
Hartford, Connecticut 06155  
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**THE  
HARTFORD**

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**Policyholder:** Town of Bay Harbor Islands  
**Policy Number:** 21-GTA-102272

For questions or complaints, please contact Us.

We will pay benefits according to the conditions of this Policy.

This is a legal contract between the Policyholder and Us. We agree to provide the rights and benefits of this Policy according to its conditions and provisions.

This Policy begins on the Policy Effective Date shown in the Schedule and continues in effect until the Policy Termination Date as long as premiums are paid when due, unless otherwise terminated as further provided in this Policy. If this Policy is terminated, insurance ends on the date to which premiums have been paid. After the Policy Termination Date, this Policy may be renewed for additional periods of time by mutual written consent between Us and the Policyholder at the premium rates set by Us for the renewal period.

**PLEASE READ THE POLICY CAREFULLY.**

This Policy is delivered in and governed by the laws of the state of Florida, and to the extent applicable, by the Employee Retirement Income Security Act of 1974 (as amended). This Policy may be inspected at the office of the Policyholder.

**THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY.**

**THIS IS A LIMITED BENEFIT POLICY.**

**IT PROVIDES BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY. IT IS NOT INTENDED TO COVER ALL MEDICAL COSTS.**

Signed for Hartford Fire Insurance Company at Hartford, Connecticut

Kevin Barnett, Secretary

Douglas Elliot, President

**Non-Participating**

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## DEFINITIONS

**Accident, Accidental** means a sudden, abrupt, and unexpected event.

**Activities of Daily Living** mean the following self-care functions:

- 1) bathing: washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower;
- 2) dressing: putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs;
- 3) toileting: getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene;
- 4) transferring: moving into or out of a bed, chair or wheelchair;
- 5) continence: the ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to maintain a reasonable level of personal hygiene;
- 6) eating: feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

**Aircraft** means a vehicle which:

- 1) has a valid Airworthiness Certificate issued by the FAA;
- 2) is being flown by a pilot with a valid license to operate the Aircraft.

**Airworthiness Certificate** means a valid and current "Standard Airworthiness Certificate" issued by the FAA.

**Alcohol and Substance Abuse** means the overindulgence in or dependence on a stimulant, depressant or other chemical substance, leading to effects that are detrimental to the individual's physical or mental health or the welfare of others.

**Civil Aircraft** means a civilian or public Aircraft which:

- 1) has an Airworthiness Certificate;
- 2) is piloted by a person who has:
  - a) a current pilot certificate which the appropriate Aircraft category rating for that Aircraft; and
  - b) a current medical certificate which is appropriate for the operation of that Aircraft; and
- 3) is not operated by the militia, or armed forces of any state, national government or international authority.

A Civil Aircraft does not include a Policyholder Aircraft.

**Confined, Confinement** means the assignment to a bed in a medical facility for a period of at least 24 consecutive hours.

**Conveyance** means any motorized craft, vehicle, or mode of transportation licensed or registered by a governmental authority with competent jurisdiction. Conveyances include, but are not limited to, air ambulances, land ambulances and private motor vehicles.

**Correctional Officer** means any person who is appointed or employed full time by the state or any political subdivision thereof, or by any private entity which has contracted with the state or county, and whose primary responsibility is the supervision, protection, care, custody and control or investigation of inmates within a correctional institution; however, this definition does not include any secretarial, clerical or professionally trained personnel.

**Correctional Probation Officer** means any person who is appointed or employed full time by the state whose primary responsibility is the supervised custody, surveillance and control of assigned inmates, probationers, parolees or community controllees within institutions of the Department of Corrections or within the community. This definition includes supervisory personnel whose duties include, in whole or in part, the supervision, training and guidance of correctional probation officers, but excludes management and administrative personnel above, but not including, the probation and parole regional administrator level.

**Covered Accident** means an Accident that occurs directly and independently of all other causes while coverage is in effect for an Insured Person resulting in a Covered Loss under the Policy for which benefits are payable.

The Insured Person must be participating in a Covered Hazard, as identified in the Schedule, when the Accident occurs.

**Covered Hazard** means those hazards set out in the Covered Hazards section of the Schedule, in which Insured Persons are provided insurance under the Policy.

**Covered Loss** means an accidental death, dismemberment, Sickness or other Injury covered under the Policy.

**Dependent Child(ren)** means:

- 1) an Insured Person's or Spouse's natural child, legally adopted child or stepchild;
- 2) a child placed into the Insured Person's or Spouse's custody for adoption (regardless of whether the adoption has become final);
- 3) a child for whom the Insured Person or Spouse is ordered by a court or administrative order to provide coverage regardless of whether he/she is the custodial or non-custodial parent; or
- 4) an Insured Person's or Spouse's foster child or any other child for whom the Insured Person or Spouse has been appointed legal guardian; or
- 5) any other child who lives with the Insured Person in a regular parent/child relationship and is dependent on the Insured Person for support and maintenance;

who is/are:

- 1) unmarried; and
- 2) under 18 years of age; or
- 3) a student age 18 or older but under age 26.

If an unmarried child is age 18 or older and is:

- 1) incapable of self-sustaining employment because of a mental or physical disability;
- 2) chiefly dependent on the Insured Person or Spouse for financial support and maintenance;

and proof has been provided of his/her disability upon Our request, that child will continue to be a dependent child until these conditions cease to exist.

**Eligible Class** means any group of people listed in the Description of Eligible Class(es) shown in the Schedule.

**Emergency Duty** means the fighting of a fire or responding to any other emergency call for the Policyholder.

**Emergency Rescue or Public Safety Worker** means any person employed full time by the state or any political subdivision of the state as a Firefighter, paramedic, emergency medical technician, Law Enforcement Officer, or Correctional Officer who, in the course of employment, runs a high risk of occupational exposure to hepatitis, meningococcal meningitis, or tuberculosis and who is not employed elsewhere in a similar capacity. However, this definition does not include any person employed by a public Hospital licensed under chapter 395 of the Florida Statutes or any person employed by a subsidiary thereof.

**Extreme Sport or Extra-Hazardous Activities** means sky diving, bungee jumping, zip lining, base jumping, parachuting, hang gliding, hot air ballooning, mountain climbing, rock or ice climbing, spelunking, paintballing, scuba diving, snow or water skiing, snowboarding, jet skiing, white or black water rafting, surfing, parasailing, parascending, windsurfing, motorcycling, motocross, off-road bicycle racing, cycle touring, triathlon competitions, safari, animal riding (i.e. camel, elephant), running with the bulls, rodeos, racing of any motor vehicle on land or water, use of pyrotechnics, use of any dangerous animals during production (i.e. sharks, tigers, bears), any undersea/underwater productions, or any equestrian productions.

**FAA** means:

- 1) the Federal Aviation Administration of the United States; or
- 2) the similar aviation authority for the country of the Aircraft's registry, if the country is recognized by the United States.

**Fire** means any intentional burning of materials that is done with the intent to cause Injury, damage or fear, or any accidental burning of materials.

**Firefighter** means any full-time duly employed uniformed Firefighter employed by an employer, whose primary duty is the prevention and extinguishing of fires, the protection of life and property therefrom, the enforcement of municipal, county, and state fire prevention codes, as well as the enforcement of any law pertaining to the prevention and control of fires, who is certified pursuant to Florida Statute 633.35, and who is a member of a duly constituted fire department of such employer or who is a volunteer Firefighter.

**First Responder** means a Law Enforcement Officer, a Firefighter, emergency medical technician or paramedic employed by a state or local government, or a volunteer Law Enforcement Officer, Firefighter, emergency medical technician or

paramedic engaged by the state or local government.

**Geographic Area** means the city, providence or region in which the service, procedure, devices, drugs, Treatment or supplies are provided or a greater area, if necessary, to obtain a representation cross-section of charges for a like treatment, service, procedure, device, drug, or supply. Inside the United States, this would be based on the first three digits of the zip code.

**Hospice Care** means specialized care, medical services and emotional support for an Insured Person who is in the last stages of an advanced illness, focusing on comfort and quality of life rather than cure.

**Hospice Facility** means an appropriately licensed healthcare facility, or a distinct unit within a Hospital or other institution, which:

- 1) provides Hospice Care and related services 24 hours per day, 7 days per week;
- 2) is under the direct supervision of a Physician and has a Physician or Medical Professional available at all times; and
- 3) is not mainly a place for care of the aged/elderly, care of persons with Substance Abuse issues/disorders, care of persons with Mental and Nervous Disorders, or a hotel or similar establishment.

Confinement in a Hospice Facility must follow certification by a Physician or hospice medical director that an Insured Person is terminally ill with less than 6 months to live if the Covered Loss runs its normal course. This definition does not include a nursing home, Rehabilitation Facility, Skilled Nursing Facility or swing bed hospitals that are authorized to provide and be paid for extended care services.

**Hospital** means an institution which:

- 1) operates pursuant to law;
- 2) primarily and continuously provides Medical Care and Treatment of sick and injured persons on an inpatient basis;
- 3) operates facilities for medical and surgical diagnosis and treatment by or under the supervision of a staff of legally qualified physicians; and
- 4) provides 24 hour a day nursing service by or under the supervision of registered graduate nurses (R.N.).

Hospital does not mean any institution or part thereof, which is used primarily as:

- 1) a nursing home, convalescent home or Skilled Nursing Facility;
- 2) an alcohol or drug treatment facility; or
- 3) a place for rest, custodial care or for the aged.

**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, daughter-in-law, mother-in-law, father-in-law, parent (includes step-parent), grand-parent (includes step grand-parent), brother or sister (includes stepbrother or stepsister and half-brother or half-sister), or child (includes a child legally adopted or a child placed for adoption but not yet adopted), or stepchild.

**Injury** means bodily injury sustained by an Insured Person caused from a Covered Accident that:

- 1) occurs while this Policy is in force as to the Insured Person whose Injury is the basis of claim; and
- 2) occurs under the circumstances described in a Covered Hazard applicable to that Insured Person.

See the Schedule for applicability of all Covered Hazards and benefits. All Injuries sustained by one Insured Person in any one Covered Accident, including all related conditions and recurrent symptoms of the Injuries are considered a single Injury.

Subject to the conditions stated in the Florida statute(s), Injury shall also include any occupational condition or impairment of health of:

- 1) an Insured Person serving as a Firefighter caused by tuberculosis, heart disease or hypertension, if such condition or impairment results in death. The Insured Person must have successfully passed a physical examination upon entering into any such employment, which examination failed to reveal any evidence of any such condition; or
- 2) an Insured Person serving as Emergency Rescue or Public Safety Worker caused by Hepatitis, meningococcal meningitis or tuberculosis, if such condition or impairment results in death. Prior to diagnosis of hepatitis or tuberculosis, the Insured Person must have undergone standard, medically acceptable tests for evidence of the disease, and such tests must fail to indicate the presence of the infection; or
- 3) an Insured Person serving as a First Responder or Emergency Rescue or Public Safety Worker:

- a. caused by exposure to a toxic substance if there is a preponderance of evidence establishing that exposure to the specific substance involved, at the levels to which the First Responder or Emergency Rescue or Public Safety Worker was exposed, can cause the condition or impairment of health Exposure to COVID-19 or any other virus or infectious disease is not considered exposure to a toxic substance or
- b. due to an adverse result or complication from a required small pox vaccination; or
- c. resulting in a Mental and Nervous Disorder demonstrated by clear and convincing evidence that it is a result of duties as a First Responder or Emergency Rescue or Public Safety Worker and there is an accompanying physical Injury.

Such Injury:

- a. Must occur while this Policy is in force as to the Insured Person whose Injury is the basis of claim;
- b. Must result in death within 365 days after the Covered Accident
- c. Must occur under the circumstances described in the Line of Duty Coverage applicable to that Insured Person and
- d. Does not include death related to COVID-19 or any other virus or infectious disease, or bodily injury or occupational conditions or impairments of health, other than those enumerated above.

**Institution of Higher Learning** includes, but is not limited to, any state or private university or college, professional or trade school.

**Insured Person** means a person:

- 1) who is a member of an Eligible Class described in the Schedule;
- 2) for whom premium has been paid; and
- 3) while covered under this Policy.

**Kidnap, Kidnapped, or Kidnapping** means the wrongful abduction and holding under duress or by fraudulent means of an Insured Person by any person or group making a ransom demand or series of ransom demands for the release of such Insured Person.

**Law Enforcement Officer** means any person who is elected, appointed or employed full time by any municipality of the state, who is vested with authority to bear arms and make arrests, and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state. This definition includes all certified supervisory and command personnel whose duties include, in whole or in part, the supervision, training, guidance and management responsibilities of full and part-time law enforcement officers or auxiliary law enforcement officers but does not include support personnel employed by the employing agency.

**Leased Aircraft** means any Aircraft not owned by the Policyholder but:

- 1) furnished for the use of and at the discretion of the Policyholder;
- 2) under the Policyholder's care, custody, or control for a stated period of time other than for a specific purpose or trip;
- 3) subject to a formal written lease agreement defining:
  - a) all terms, conditions, and obligations of both parties during the term of the lease; and
  - b) provisions for the safe return of the Aircraft to the owner, fair wear and tear expected;
- 4) with or without a pilot or crew furnished by the owner in attendance; and
- 5) with or without maintenance furnished by the owner.

**Line of Duty** means act or acts done according to the standards set by the Policyholder for the type of work in which the Insured Person is engaged. It does not include commuting between home and place of work or travel or any other act not considered to be in the Line of Duty of the Insured Person.

**Medical Care** means necessary:

- 1) medical or surgical Treatment, services and supplies;
- 2) Hospital, nursing and ambulance services.

Each item of Medical Care must be:

- 1) prescribed by a Physician;
- 2) for the sole purpose of treating the Injury.



**Medical Professional** means a person who is appropriately licensed to provide Medical Care and Treatment, including a nurse practitioner (NP/APRN), physician's assistant (PA) or registered nurse (RN). The medical professional must be acting within the scope of his/her license. A medical professional does not include an Insured Person or any Immediate Family Member.

**Member of the Household** means a person who maintains residence at the same address as the Insured Person at the time of the Injury.

**Mental and Nervous Disorders** means any condition, disease or disorder listed as a mental or nervous disorder in the most recent edition of the International Classification of Diseases (ICD) and the Diagnostic and Statistical Manual of Mental Disorders (DSM), where improvement can be reasonably expected with therapy.

This definition does not include conditions, diseases or disorders related to Substance Abuse.

**Military Transport Aircraft** means a transport Aircraft operated by:

- 1) the United States Air Mobility Command (AMC); or
- 2) a national military air transport service of any country.

**Off the Premises of the Policyholder** means real estate that is not owned, leased, controlled or under the management of the Policyholder and is not used to conduct business.

**On the Premises of the Policyholder** means on real estate owned, leased, controlled or under the management of the Policyholder and used by the Policyholder to conduct business.

**Passenger(s)** means a person not performing as a pilot, operator, or crew member of a Conveyance.

**Physician** means a provider or practitioner who:

- 1) is properly licensed or certified to provide care or Treatment under the laws of the state where he or she practices;
- 2) provides services that are within the scope of his or her license or certificate; and
- 3) is not the Insured Person, a Member of the Household of the Insured Person or an Immediate Family Member.

**Policy** means this insurance policy, certificate, the Schedule and all attached riders, amendments, endorsements or other papers.

**Policy Period** means the period between the Policy Effective Date and Policy Termination Date. These dates are shown on the Schedule.

**Policyholder Aircraft** means an Aircraft which is owned by the Policyholder, a Leased Aircraft or an Aircraft operated by or on behalf of the Policyholder.

**Rehabilitation Care Facility** means an appropriately licensed healthcare facility, or a distinct unit within a Hospital or other institution, which:

- 1) provides Rehabilitation Care Services;
- 2) is under the direct supervision of a Physician;
- 3) has a planned program of policies and procedures developed with and periodically reviewed by one or more Physicians; and
- 4) is not mainly a place for rest, Custodial Care, care of the aged/elderly, care of persons with Substance Abuse issues/disorders, care of persons with Mental and Nervous Disorders, or a hotel or similar establishment.

Confinement in a rehabilitation care facility must be at the direction of a Physician. This definition does not include a Hospice Facility, nursing home, Skilled Nursing Facility or swing bed hospitals that are authorized to provide and be paid for extended care services.

**Schedule** means the benefits, benefit amounts, terms, limitations, and provisions of coverage selected by the Policyholder which is attached to and made a part of this Policy.

**Sickness** means an illness, disease or condition that impairs an Insured Person's normal functioning of mind or body and which is not the direct result of an Injury or Accident. Sickness also includes Complications of Pregnancy.

**Skilled Nursing Facility** means an appropriately licensed healthcare facility, or a distinct unit within a Hospital or other institution, which:

- 1) provides skilled nursing care and related services 24 hours per day, 7 days per week;
- 2) is under the direct supervision of a Physician and has a Physician or Medical Professional available at all times;
- 3) has a planned program of policies and procedures developed with and periodically reviewed by one or more Physicians; and
- 4) is not mainly a place for rest, Custodial Care, care of the aged/elderly, care of persons with Substance Abuse issues/disorders, care of persons with Mental and Nervous Disorders, or a hotel or similar establishment.

Confinement in a Skilled Nursing Facility must be at the direction of a Physician. This definition does not include a Hospice Facility, nursing home, Rehabilitation Care Facility or swing bed hospitals that are authorized to provide and be paid for extended care services.

**Spouse** means any individual who is recognized as the spouse of the Insured Person, under applicable state law.

Spouse will also include a domestic partner or civil union partner as determined by any controlling legal authority or, in the absence of such authority, by agreement between Us and the Policyholder.

**Surgical Replantation** means the surgical reattachment of an arm, leg, hand, foot, finger, or toe that has been severed from an Insured Person's body.

**Terrorist Act** means the unsanctioned and illegal use of force which causes destruction of property, Injury or death by an individual or group for the express or implied purpose of achieving political, ethnic or religious goals or results and which is declared as such by the U.S. State Department or other appropriate U.S. government agency. Losses due to the issuance of travel advisories, bulletins or alerts, war or acts of war, civil disorder, riot or unrest, bomb scares or threats of terrorist activity, or terrorist acts against any Common Carrier are not covered.

**Therapy Services** means acupuncture, respiratory therapy, occupational therapy, physical therapy or speech therapy.

**Transportation** means moving an individual by the most efficient and available land, water or air Conveyance.

**Treatment** means medical advice, diagnosis, care or services (including diagnostic measures) received by a person, or the use of drugs or medicines by a person.

**Urgent Care Facility** means a licensed, freestanding healthcare facility providing immediate, short-term Medical Care without an appointment, other than a Hospital (including any outpatient department of a Hospital), Emergency Room, or Physician or Medical Professional's office/clinic. The facility must:

- 1) be under the direct supervision of a Physician; and
- 2) provide Treatment by Physicians and/or Medical Professionals.

**Usual and Customary Charge(s)** means the average amount charged by most providers for Treatment, service or supplies in the Geographic Area where the Treatment, service or supply is provided.

**We, Us or Our** means the Hartford Fire Insurance Company.

## POLICY EFFECTIVE AND TERMINATION DATES

**Policy Effective Date.** This Policy begins on the Policy Effective Date shown in the Schedule at 12:01 AM Standard Time at the address of the Policyholder where this Policy is delivered.

**Policy Termination Date.** We may terminate this Policy by giving 45 days advance notice in writing to the Policyholder. Either We or the Policyholder may terminate this Policy on any premium due date by giving 45 days advance notice in writing to the other party.

This Policy may, at any time, be terminated by mutual written consent of the Policyholder and Us.

This Policy terminates automatically on the earlier of:

- 1) the Policy Termination Date shown in the Schedule; or
- 2) the end of the Grace Period if premiums are not paid when due.

Termination takes effect at 12:01 AM Standard Time at the Policyholder's address on the date of termination.

## INSURED PERSON'S EFFECTIVE AND TERMINATION DATES

**Insured Person's Effective Date.** An Insured Person's coverage under this Policy begins on the latest of:

- 1) the Policy Effective Date;
- 2) the date for which the first premium for the Insured Person's coverage is paid; or
- 3) the date the person becomes a member of an Eligible Class as described in the Schedule.

A change in an Insured Person's coverage under this Policy due to a change in his or her Eligible Class, or Covered Hazard becomes effective on the later of:

- 1) when the change in his or her Eligible Class, or Covered Hazard occurs; or
- 2) if the change requires a change in premium, the date the changed premium is paid.

However, a change in coverage applies only with respect to a Covered Loss that occurs once the change becomes effective.

**Insured Person's Termination Date.** An Insured Person's coverage under this Policy ends on the earliest of:

- 1) the date this Policy is terminated (unless the Policyholder and Us agree, in writing, to permit coverage to continue to the end of the period for which premiums have been paid in lieu of a return of unearned premiums);
- 2) the end of the Grace Period if premiums are not paid when due; or
- 3) the date the Insured Person ceases to be a member of any Eligible Class described in the Schedule.

Termination of coverage will not affect a claim for a Covered Loss that occurs either before or after such termination if that loss results from a Covered Accident that occurred while the Insured Person's coverage was in force under this Policy.

## PREMIUM

### Premiums

Premiums are payable to Us as shown in the Schedule. We may change the required premiums due on any Policy anniversary date, as measured annually from the Policy Effective Date, by giving the Policyholder at least 45 days advance written notice.

We may change the required premiums as a condition of any renewal of this Policy. We may also change the required premiums at any time when any change affecting rates is made in this Policy. Any such change in this Policy will not take effect until any required additional premium is received by Us, except as otherwise agreed to in writing by the Policyholder and Us.

We may change the premium rates if:

- 1) there is a change in the Policy;
- 2) there is any change to state or federal law or inaction by state or federal law makers which affects Our liability under the Policy on a temporary or permanent basis;
- 3) Social Security Disability benefits are reduced or eliminated on a temporary or permanent basis due to the actual or threatened insolvency of the Social Security Disability Insurance Trust Fund;
- 4) there is a 10% increase or decrease in the number of insured;
- 5) the Policyholder adds or deletes a subsidiary, affiliated business entity or Policyholder Aircraft; or
- 6) there has been a material misstatement in the reported experience during the pre-sale process.

### Renewal

This Policy may be renewed, subject to Our consent, by payment of premiums as they become due. The renewal premiums will be based on Our rates in effect at the time of renewal.

### Grace Period

A grace period of 31 days will be provided for the payment of any premium due after the Initial Premium. This Policy will not be terminated for nonpayment of premium during the Grace Period if the Policyholder pays all premiums due by the last day of the Grace Period. This Policy will terminate on the last day of the period for which all premiums have been paid if the Policyholder fails to pay all premiums due by the last day of the Grace Period.

If We expressly agree to accept late payment of a premium without terminating the Policy, the Policyholder will be liable to Us for any unpaid premiums for the time this Policy is in force.

No grace period will be provided if We receive notice to terminate this Policy prior to a premium due date.

## ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) BENEFIT(S)

If the Insured Person's Injury results in any of the losses listed in the table below within 365 days after the date of the Covered Accident, We will pay the sum shown opposite the loss. We will not pay more than the Accidental Death or Accidental Dismemberment Principal Sum shown for each Insured Person for all losses due to the same Covered Accident. The Accidental Death or Accidental Dismemberment Principal Sum amount is shown in the Schedule.

### FOR LOSS OF:

Life.....  
 Both Hands or Both Feet or Sight of Both Eyes.....  
 One Hand and One Foot.....  
 One Hand and Sight of One Eye .....  
 One Foot and Sight of One Eye.....  
 Speech and Hearing in Both Ears.....  
 Speech and Hearing in One Ear.....  
 One Arm or One Leg.....  
 One Hand or One Foot.....  
 Sight of One Eye.....  
 Speech or Hearing in Both Ears.....  
 Thumb and Index Finger on the Same Hand.....  
 Hearing in One Ear.....  
 One Thumb.....

### BENEFIT:

100% of the Accidental Death Principal Sum  
 100% of the Accidental Dismemberment Principal Sum  
 100% of the Accidental Dismemberment Principal Sum  
 100% of the Accidental Dismemberment Principal Sum  
 100% of the Accidental Dismemberment Principal Sum  
 100% of the Accidental Dismemberment Principal Sum  
 75% of the Accidental Dismemberment Principal Sum  
 75% of the Accidental Dismemberment Principal Sum  
 50% of the Accidental Dismemberment Principal Sum  
 50% of the Accidental Dismemberment Principal Sum  
 50% of the Accidental Dismemberment Principal Sum  
 50% of the Accidental Dismemberment Principal Sum  
 25% of the Accidental Dismemberment Principal Sum  
 25% of the Accidental Dismemberment Principal Sum  
 10% of the Accidental Dismemberment Principal Sum

For purposes of this benefit:

- 1) **Loss of Arm** means Severance of an arm above the elbow joint, including the Severance of the entire arm.
- 2) **Loss of Both Feet, Loss of One Foot** means Severance of a foot or both feet above the ankle joint, including the Severance of an entire leg or any part of a leg that includes an entire foot.
- 3) **Loss of Both Hands, Loss of One Hand** means Severance of at least four whole fingers at or proximal to the metacarpophalangeal joints (the joints that connect the fingers and the hand) from one or both hands, including the Severance of an entire arm or any part of an arm that includes an entire hand.
- 4)
- 5) **Loss of Fingers or Thumb** means Severance of more than one finger or the thumb at least at or proximal to the first interphalangeal joint of each finger.
- 6) **Loss of Hearing** means total and permanent loss of hearing in one or both ears which cannot be corrected by any means.
- 7) **Loss of Leg** means Severance of a leg above the knee joint, including the Severance of the entire leg.
- 8) **Loss of Sight of Both Eyes, Loss of Sight of One Eye** means total and permanent loss of sight or blindness which cannot be corrected by any means, or Severance of one or both eyes.
- 9) **Loss of Speech** means total and permanent loss of audible voice communication which cannot be corrected by any means.
- 10) **Severance** means the complete separation and dismemberment of the part from the body.

### Surgical Replantation Benefit

If a limb or appendage is Surgically Replanted, the amount payable will be 50% of the amount which would have been paid for a Loss of such limb or appendage. If the Surgical Replantation fails to provide the person with at least 75% use of the limb or appendage, the Benefit Amount for the Loss will be paid, less any amount paid for the Surgical Replantation.

The amount payable depends on the type of Loss as shown above. All benefits are subject to the Accidental Dismemberment Principal Sum amount shown in the Schedule. We will not pay more than the Accidental Dismemberment Principal Sum shown for each Insured Person for all losses due to the same Covered Accident subject to the Age Reduction Schedule.

### Exposure and Disappearance

We will presume an Insured Person has died due to Injuries if, while insurance is in effect, the Insured Person dies as a result of exposure to the elements as a result of an Injury.

We will presume the Insured Person has died if, while insurance is in effect and after the forced landing, stranding, sinking, or wrecking of a vehicle:

- 1) the Insured Person disappears; and

- 2) the Insured Person's body is not found within 1 year(s) of disappearance; and
- 3) a valid death certificate is issued by a court of competent jurisdiction.

## LIMITATIONS AND EXCLUSIONS

### Economic Sanction

We will not provide coverage or pay benefits under this Policy to the extent, and only to the extent, that We are prohibited from providing coverage or making payment by any type of travel restriction, trade restriction, economic sanction, or embargo imposed by the United States government.

### Limitation on Multiple Benefits

If an Insured Person suffers one or more Covered Losses from the same Covered Accident for which amounts are payable under all of the benefits provided by this Policy, the maximum amount payable under all of the benefits combined will not exceed the largest amount payable for one of those Covered Losses.

### Limitation on Multiple Covered Hazards or Classes

If an Insured Person's Injury is caused by a Covered Accident that occurs while the Insured Person is covered under more than one Covered Hazard or Class, and if the same benefit applies to that Insured Person with respect to more than one such Covered Hazard or Class, then the Accidental Death or Accidental Dismemberment Principal Sum for that Insured Person for that Covered Accident will be determined as though the Covered Accident occurred while the Insured Person was covered under only one such Covered Hazard and Class. We will pay the benefits for the Covered Hazard and Class with the largest Principal Sum for that Insured Person.

### Exclusions

Unless otherwise specified in the Policy, including any attached Riders, the Policy does not cover loss resulting from or for:

- 1) suicide or attempted suicide, whether sane or insane, or intentionally self-inflicted Injury;
- 2) war or act of war, whether declared or undeclared;
- 3) Injury sustained while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard Service is not excluded, unless it extends beyond 31 days;
- 4) Injury sustained while on any Aircraft except a Civil Aircraft, or Military Transport Aircraft, unless specifically covered by a Hazard Rider;
- 5) except when specifically covered by a Hazard Rider, Injury sustained while on any Aircraft:
  - a) as a pilot, crewmember or student pilot;
  - b) as a flight instructor or examiner;
  - c) if it is owned, operated or leased by or on behalf of the Policyholder, or any employer or organization covering any Eligible Class under the Policy; or
  - d) being used for tests, experimental purposes, stunt flying, racing or endurance tests;
- 6) Injury sustained as a result of the Insured Person's voluntary intoxication through the use of poison, gas or fumes, whether by ingestion, injection, inhalation or absorption;
- 7) Injury sustained by an Insured Person during or as a result of his or her commission of a felony or while incarcerated for a felony, except that this exclusion will not be applicable upon acquittal or dismissal of the felony charges;
- 8) Injury sustained while the Insured Person is under the influence of intoxicants (as defined by the law of the jurisdiction in which the Injury occurred) while operating any vehicle or means of Transportation or Conveyance;
- 9) Injury sustained by an Insured Person during or as a result of his or her participation in activities not sponsored or supervised by the Policyholder or any Extreme Sport or Extra-Hazardous Activities;
- 10) stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm;
- 11) sickness, disease, or bacterial or viral infection, or medical or surgical treatment thereof unless and only to the extent covered by Rider, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
- 12) Mental and Nervous Disorders;
- 13) services for which no charge is normally made; or
- 14) Injury sustained while playing or practicing in:
  - a) all intercollegiate sports;
  - b) any inter-school club sports;
  - c) any intramural sports; or
  - d) any form of tackle football.



## CLAIMS PROVISIONS

### Notice of Claim

The person who has the right to claim benefits (the claimant, beneficiary or his or her representative) must give Us written Notice of a Claim within 30 days after a Covered Loss begins or as soon as reasonably possible. Notice of claim may be submitted as instructed on the applicable form or mailed to Our home office in Hartford, CT. Notice given by or on behalf of an Insured Person to Us, or to Our authorized agent, with information sufficient to identify the Insured Person, shall be notice to Us. Failure to give notice within this time frame will not invalidate nor reduce any claim. The notice should include the Insured Person's name and the Policy Number.

### Claim Forms

When We receive the notice of claim, We will send forms to the claimant for giving Us Proof of Loss. The forms will be sent within 10 days after We receive the notice of claim. If the forms are not received, the claimant will satisfy the Proof of Loss requirement if a written notice of the occurrence, character and extent of the loss is sent to Us.

### Proof of Loss

Written Proof of Loss must be furnished to Us within 90 days after the date of the loss. If the claim is for loss of time due to disability, subsequent written proofs of the continuance of such disability must be furnished at such intervals as We 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.

All Proof of Loss submitted must be satisfactory to Us and must include information which is required by Us to adjudicate the claim. In addition, the claimant must provide Us any Proof of Loss documentation specifically required in any relevant Rider. We reserve the right to request additional information reasonably related to the claim.

### Time of Payment of Claims

We will pay any benefit due, other than benefits for which the Policy provides periodic payment, immediately after We receive Proof of Loss. Subject to due written Proof of Loss, all accrued benefits for which the Policy provides periodic payment will be paid not later than at the expiration of each period of 30 days during the continuance of the period for which benefits are due, and any balance remaining unpaid at the termination of the period will be paid immediately upon receipt of the proof.

### Payment of Claims

We will pay any benefit due for loss of life according to the written beneficiary designation on file with the Policyholder; otherwise, if no beneficiary is named or no named beneficiary survives the Insured Person, payment will be made to the Insured Person's estate. All other benefits due and not assigned will be paid to the Insured Person.

If a benefit due is payable to:

- 1) the Insured Person's estate; or
- 2) the Insured Person or a beneficiary who is either a minor or not competent to give a valid release for the payment,

We may pay up to \$3,000 of the benefit due to some other person whom We believe is entitled to the payment, and who is related to the Insured Person or the beneficiary by blood or marriage. We will be relieved of further responsibility to the extent of any payment made in good faith. We may pay benefits directly to any Hospital or person rendering covered services, unless the Insured Person requests otherwise in writing. The Insured Person must make the request no later than the time he or she files Proof of Loss.

### Appealing Denial of Claims

If a claim for benefits is wholly or partially denied, notice of the decision shall be furnished to the Insured Person. This written decision will:

- 1) give the specific reason or reasons for denial;
- 2) make specific reference to Policy provisions on which the denial is based;
- 3) provide a description of any additional information necessary to prepare the claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

On any denied claim, an Insured Person or his representative may appeal to Us for a full and fair review. The claimant may:

- 1) request a review upon written request within 60 days of receipt of claim denial;
- 2) review pertinent documents; and
- 3) submit issues and comments in writing.

We will make a decision no more than 60 days after receipt of the request for review, except in special circumstances (such as the need to hold a hearing), but in no case more than 120 days after We receive the request for review. The written decision will include specific reasons for the decision on which the decision is based.

### **Subrogation**

In the event:

- 1) an Insured Person suffers a Covered Loss caused, in full or in part, by the act or omission of any person or legal entity;
- 2) the Insured Person or claimant becomes entitled to and are paid benefits under the Policy; and
- 3) the Insured Person or claimant does not initiate legal action for the recovery of such benefits from a Third Party in a reasonable period of time or notify Us that he or she does not intend to do so;

then We will be subrogated to any rights such person may have against a Third Party and may, at Our option, bring legal action against or otherwise pursue a Third Party to recover any payments made by Us in connection with the Covered Loss.

Third Party, as used in this provision, means:

- 1) any person or legal entity whose act or omission, in full or in part, causes the Covered Loss for which benefits are paid or payable under the Policy; or
- 2) any insurer, including the Insured Person's own, that provides benefits to the Insured Person or claimant as a result of the act or omission which caused the Covered Loss for which benefits are paid or payable under the Policy.

This provision does not apply to Accidental Death and Dismemberment benefits.

### **Physical Examinations and Autopsy**

We, at Our own expense, shall have the right and opportunity to have:

- 1) a claimant for whom a claim is made examined by a Physician or Medical Professional of Our choice during the pendency of a claim as often as reasonably required; and
- 2) an autopsy conducted for a claimant for whom a claim is made in case of death, where not prohibited by law.

### **Legal Actions**

No legal action may start:

- 1) until 60 days after Proof of Loss has been given; or
- 2) after the expiration of the applicable statute of limitations beginning from the time written proof of loss is required to be given.

### **Assignment**

This insurance may not be assigned. The Insured Person may not assign any of his or her rights, or privileges or benefits under this Policy. Benefit payments may be assigned as allowed in the Payment of Claims provision.

### **Workers' Compensation Coverage**

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

## GENERAL PROVISIONS

### Entire Contract

The entire contract between the Policyholder and Us consists of this Policy, Certificate, Schedule and any riders made a part of this Policy at issue.

### Incontestability

In the absence of fraud, the validity of this Policy shall not be contested, except for nonpayment of premium, after it has been in force for two years from the Policy Effective Date.

### Statements

In the absence of fraud, all statements made by the Policyholder and persons insured under this Policy will be deemed representations and not warranties. No statement will be used in any contest unless it is in writing, signed by the person making it and a copy of it is given to the person who made it, or, in the event of the death or incapacity of the Insured Person, to the Insured Person's beneficiary or personal representative.

### Changes

No agent has authority to change or waive any part of this Policy. To be valid, any change or waiver must be in writing, approved by one of Our officers and made part of this Policy. We may only make changes to the Policy that are approved by the Florida Office of Insurance Regulation.

### Noncompliance with Policy Requirements

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

### Data Furnished by Policyholder

The Policyholder must maintain adequate records acceptable to Us and provide any information required by Us relating to this insurance, its premium, and any benefits claimed or paid hereunder.

### Right to Audit

We will have the right to inspect and audit, at any reasonable time, all records and procedures of the Policyholder that may have a bearing on this insurance, its premium, and any benefits claimed or paid hereunder.

### Certificates

If required by the laws of the state where this Policy is delivered, We will give certificates to the Policyholder for delivery to Insured Persons. The certificates will state the features of this Policy which are important to Insured Persons.

### Conformity with State and Federal Law

Any provision of the Policy that is contrary to the law of the jurisdiction in which it is delivered or with any other applicable law is amended to meet the minimum requirements of the law.

### Right to Receive and Release Needed Information

We have the right to decide in Our sole judgment what facts We need to administer this Policy. We may get needed facts from, or give them to, any other organization or person. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under this Policy must give Us any facts We need to determine coverage under this Policy or determine the correct payment of a claim.

### Facility of Payment and Right to Recovery

If a payment made under another plan includes an amount that should have been paid under this Policy, We may pay that amount to the organization making that payment. That amount will then be treated as though it were a benefit paid under this Policy, and We will not have to pay that amount again. If the amount of the payments made by Us is more than it should have paid under this Policy, We may recover the excess from any person(s) to or for whom We have overpaid, including insurance companies or other organizations. If benefits are overpaid, We may recover the amount overpaid by requesting a lump sum payment of the overpaid amount or reducing future benefits payable under this Policy.

### New Entrants

This Policy will allow from time to time, that new eligible Insured Persons of the Policyholder be added to the Eligible Class(es) of Insured Persons originally insured under this Policy.

**Misstatement of Age**

If premiums for the Insured 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. We require satisfactory proof of age before paying any claim.

**Clerical Error**

Clerical error, whether by the Policyholder or Us, 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 if that insurance would otherwise have ended or been reduced as provided in this Policy.

**Policy Interpretation**

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy. This provision applies where the interpretation of the Policy is governed by the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

## **HARTFORD FIRE INSURANCE COMPANY**

One Hartford Plaza  
Hartford, Connecticut 06155  
(A stock insurance company)



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**Policyholder:** Town of Bay Harbor Islands

**Policy Number:** 21-GTA-102272

### **H-24 – LAW ENFORCEMENT AND FIRE OR RESCUE SQUAD HAZARD RIDER**

This Hazard Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy Schedule. It applies only with respect to Covered Losses for which benefits are payable on or after that date. It is subject to all of the provisions, limitations, and exclusions of the Policy except as they are specifically modified by this Hazard Rider.

This Hazard Rider applies only with respect to an Insured Person in an Eligible Class(es) to which this Hazard applies as stated in the Schedule.

#### **LAW ENFORCEMENT AND FIRE OR RESCUE SQUAD HAZARD**

We will pay the Policy benefits for the Hazard described in this Rider when an Insured Person suffers a Covered Loss while he or she is performing law enforcement, fire or rescue squad duties at the direction of the Policyholder. Such duties include but are not limited to participation in:

- 1) Emergency Duty;
- 2) parades;
- 3) tests or trials of equipment or apparatus;
- 4) fund raising;
- 5) training;
- 6) maintenance

**Intentional Death or Dismemberment:** The Law Enforcement and Fire or Rescue Squad Hazard shall apply to an Insured Person who, while engaged in the Line of Duty, is unlawfully and intentionally dismembered or killed by another or dies as the result of an intentional act inflicted upon the Insured Person.

All payments made are in addition to any workers' compensation or pension benefits and are exempt from the claims and demands of all creditors of such Law Enforcement Officer, Correctional Officer, Correctional Probation Officer or Firefighter.

**Line of Duty Coverage:** The Law Enforcement and Fire or Rescue Squad Hazard shall apply to Injury resulting from:

- 1) a Covered Accident while the Insured Person is in the Line of Duty On the Premises of the Policyholder or Off the Premises of the Policyholder; or
- 2) making a Line of Duty response to an emergency while off duty.

**Fresh Pursuit Coverage:** The Law Enforcement and Fire or Rescue Squad Hazard shall apply to an Injury to a Law Enforcement Officer, Correctional Officer, or Correctional Probation Officer, Emergency Rescue or Public Safety Worker resulting in Accidental Death that occurs:

- 1) as a result of responding to:
  - a) a call resulting in a Fresh Pursuit;
  - b) what is reasonably believed to be an emergency;
  - c) the scene of a traffic accident to which the officer has responded; or
  - d) enforcing what is reasonably believed to be a traffic law or ordinance.
- 2) in regards to Firefighters, a result of responding to what is reasonably believed to be an emergency involving the protection of life or property.

## DEFINITIONS

Except as defined below, the definitions in the Policy apply to this Rider.

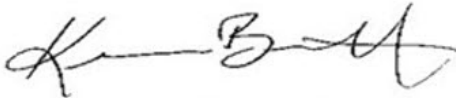
**Fresh Pursuit** for the purpose of this Rider, means the pursuit of a person who has committed or is reasonably suspected of having committed a felony, misdemeanor, traffic infraction or violation of a county or municipal ordinance. Fresh Pursuit shall not necessarily imply instant pursuit, but pursuit without reasonable delay.

**Intentional Death or Dismemberment** for the purpose of this Rider, means the unlawful killing or severance of limb(s) of a human being when perpetrated from a premeditated design to effect the death or dismemberment of the affected person.

**Line of Duty** for the purpose of this Rider, means act or acts done according to the standards set by the Policyholder for the type of work in which the Insured Person is engaged. It does not include commuting between home and place of work or travel or any other act not considered to be in the Line of Duty of the Insured Person.

In all other respects, the Policy remains the same.

Signed for Hartford Fire Insurance Company



Kevin Barnett, Secretary



Douglas Elliot, President

**HARTFORD FIRE INSURANCE COMPANY**

One Hartford Plaza  
Hartford, Connecticut 06155  
(A stock insurance company)



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**Policyholder:** Town of Bay Harbor Islands

**Policy Number:** 21-GTA-102272

**B-61 – FLORIDA STATUTORY ANNUAL ACCIDENTAL DEATH BENEFIT ADJUSTMENT RIDER**

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy Schedule. It applies only with respect to Covered Accidents that occur on or after that date. It is subject to all of the provisions, limitations, and exclusions of the Policy except as they are specifically modified by this Rider. Please refer to the Policy Schedule for the applicability of this Rider with respect to each Description of Eligible Class(es) and each Covered Hazard.

**FLORIDA STATUTORY ANNUAL ACCIDENTAL DEATH BENEFIT ADJUSTMENT RIDER**

The maximum amount payable under the Accidental Death Benefit in the Policy will be adjusted on March 28 of each year following the Policy Effective Date shown in the Policy Schedule, by a percentage equal to that of the percentage increase required by Florida law.

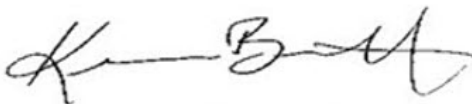
We will pay the greater of:

- 1) the Benefit Amount shown in the Policy Schedule; or
- 2) the amount specified under Florida Statutes §112.19 or §112.191, or as amended, as of the date of the Covered Accident.

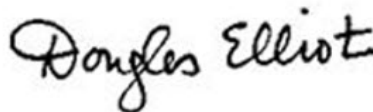
Any payment for loss of life of an Insured Person will be in addition to any workers' compensation or pension benefits.

In all other respects, the Policy remains the same.

Signed for Hartford Fire Insurance Company



Kevin Barnett, Secretary



Douglas Elliot, President

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**B-63 – FLORIDA STATUTORY EDUCATION BENEFIT RIDER**

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy Schedule. It applies only with respect to Covered Accidents that occur on or after that date. It is subject to all of the provisions, limitations, and exclusions of the Policy except as they are specifically modified by this Rider. Please refer to the Policy Schedule for the applicability of this Rider with respect to each Description of Eligible Class(es) and each Covered Hazard.

**FLORIDA EDUCATION BENEFIT**

We will pay an additional benefit for certain educational expenses as described in this Rider for the surviving Spouse and/or Dependent Child(ren) of an Insured Person provided the following conditions are met:

- 1) the Insured Person is serving as a Law Enforcement Officer
- 2) the Insured Person is killed in the Line of Duty; and
- 3) death is a direct result of:
  - a) a Violent Act inflicted by another person.

**CAREER CERTIFICATE OR UNDERGRADUATE DEGREE**

For a career certificate or an undergraduate degree, the benefit is the lesser of:

- 1) the annual tuition and cost of matriculation, exclusive of room and board, incurred for up to 120 credit hours; and
- 2) the applicable Benefit Amount per School Year as shown in the Rider Schedule.

**GRADUATE OR POST-BACCALAUREATE DEGREE**

For a graduate or post-baccalaureate degree, the benefit is the lesser of:

- 1) the annual tuition and cost of matriculation, exclusive of room and board, while the surviving Spouse and/or Dependent Child(ren) continue to fulfill the professional requirements associated with the specific degree program; and
- 2) the applicable Benefit Amount per School Year as shown in the Rider Schedule.

**PROFESSIONAL OR TRADES TRAINING PROGRAM**

We will also pay, in addition to all other benefits, the actual cost incurred within 36 months from the date of the death of the Insured Person (subject to a maximum of \$2,000) to or on behalf of the surviving Spouse and/or any Dependent Child(ren) who has enrolled in any professional or trades training program for the purpose of obtaining an independent source of support and maintenance.



## **PAYMENT OF EDUCATION BENEFITS**

Payment is made to or on behalf of the surviving Spouse and/or any Dependent Child(ren) who, at the date of the Accident, was enrolled as a full-time or part-time student in an Institution of Higher Learning beyond the 12<sup>th</sup> grade level, or was at the 12<sup>th</sup> grade level and subsequently enrolls as a full-time or part-time student in an Institution of Higher Learning within 365 days following the date of the Accident.

Benefits provided under this Rider to a surviving Spouse must commence within 1 years of the death of the Insured Person and shall continue until 5 years after, unless he or she remarries prior to the end of the 5 years.

Benefits provided under this Rider are payable for a maximum of 4 consecutive annual payments, but only if the surviving Spouse and/or Dependent Children continue his or her education as a full-time or part-time student in an Institution of Higher Learning.

We will pay the greater of:

- 1) the Benefit Amount shown in the Rider Schedule; or
- 2) the amount specified under Florida Statutes §112.19 or §112.191, or as amended, as of the date of the Covered Accident.

At no point will We pay less than the minimum amount required under §112.19 or §112.191.

If any Dependent Child(ren) is a minor, We will pay a one-time payment for each minor to their legal representative provided the following conditions are met:

- 1) a benefit is payable because the Insured Person is killed in the Line of Duty; and
- 2) no Dependent Child(ren) qualifies for an Institution of Higher Learning.

## **RIDER SCHEDULE**

### **Florida Education Benefit Amount – Career Certificate or Undergraduate Degree**

<b>Class:</b>	<b>Benefit Amount per School Year:</b>
<b>Class 1</b>	\$5,000

### **Florida Education Benefit Amount – Graduate or Post-Baccalaureate Degree**

<b>Class:</b>	<b>Benefit Amount per School Year:</b>
<b>Class 1</b>	\$5,000

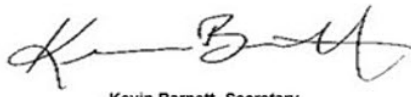
## **PROOF OF LOSS**

To be eligible for the benefits provided under this Rider, the surviving Spouse and/or Dependent Child(ren) must provide proof of Florida residency at the time of enrollment and must attend either an in-state private or public career center, college or university or an out-of-state private or public career center, community college or university and shall be enrolled according to the customary rules and requirements of the institution attended.

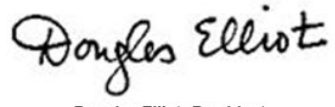
We may request proof of good standing from the institution attended in order for students to remain eligible. If the surviving Spouse and/or Dependent Child(ren) fail to comply with the ordinary and minimum requirements as to discipline and scholarship of the institution attended, these benefits shall be withdrawn and no further moneys expended so long as such failure or delinquency continues.

In all other respects, the Policy remains the same.

Signed for Hartford Fire Insurance Company

Handwritten signature of Kevin Barnett in cursive script.

Kevin Barnett, Secretary

Handwritten signature of Douglas Elliot in cursive script.

Douglas Elliot, President