

First Unum Life Insurance Company

666 Third Avenue, Suite 301, New York, NY 10017

GROUP ACCIDENT CERTIFICATE

Policyholder Firemen's Association of the State of New York
.....

Policyholder Address..... 107 Washington Avenue
..... Albany, NY 12210

Policy Number 129557-3356

Division, Subsidiary or Affiliate Company(ies) ...

Policy Effective Date..... 04/01/11

Renewal Date 04/01/12

Governing Jurisdiction..... NY

Eligible Group(s): Class

Description of Eligible Persons

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.

IMPORTANT NOTICE – THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS.

First Unum Life Insurance Company (referred to as We, Our, Us or First Unum) welcomes You as a client.

This is Your certificate as long as You are eligible for coverage and You become insured. You will want to read it carefully and keep it in a safe place.

If the terms and provisions of this certificate of coverage (issued to You) are different from the policy (issued to the Policyholder) the policy will govern. Your coverage may be changed in whole or in part. Only an officer or registrar of First Unum can approve a change. The approval must be in writing and endorsed on or attached to the policy. Any other person, including an agent, may not change the policy or Your coverage or waive any part of it.

This certificate of coverage is delivered in and is governed by the laws of the governing jurisdiction.

For purposes of effective dates and ending dates under the group policy, all days begin at 12:01 a.m. and end at 12:00 midnight at the Policyholder's address.

Signed for the First Unum Life Insurance Company.



Secretary



President

ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

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AD&D BENEFIT SCHEDULE

Premium Due Date

04/01/11 and the first day of each Policy period after the Policy Effective Date.

Waiting Period

For persons in an eligible group on or before 04/01/11: none.

For persons entering an eligible group after 04/01/11: none.

Your Amount of AD&D Benefit

Class I: \$10,000, or if an injury causes the Insured's death while the Insured is driving or riding in a Private Passenger Car and wearing a seat belt, the benefit amount will be \$11,000.
 Or
 \$20,000 if an injury causes the Insured's death while the Insured is engaged in an Emergency Duty, or if an injury causes the Insured's death while the Insured is engaged in an Emergency Duty and driving or riding in a Private Passenger Car or emergency service vehicle and wearing a seat belt, the benefit will be \$22,000.

The following Hazards are provided to You 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	\$10,000, or if an injury causes the Insured's death while the Insured is driving or riding in a Private Passenger Car and wearing a seat belt, the benefit amount will be \$11,000. Or \$20,000 if an injury causes the Insured's death while the Insured is engaged in an Emergency Duty, or if an injury causes the Insured's death while the Insured is engaged in an Emergency Duty and driving or riding in a Private Passenger Car or emergency service vehicle and wearing a seat belt, the benefit will be \$22,000	-	-

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

DEFINED TERMS IN THIS CERTIFICATE

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 You are regularly employed from Your home, or traveling directly from the place of work where You are regularly employed to Your 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 licensed as a practitioner of the healing arts; or
5. a person who is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

First Unum will not recognize You, or Your spouse, children, parents, or siblings as a Doctor for a claim that You send to Us.

Emergency Duty means participation in, including travel directly to and from, any fire suppression or emergency response; any rescue or emergency medical activity; any training exercise.

Hazard means a situation or activity which places You 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 First 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 Your 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 You must be in Active Employment in an eligible group before You are eligible for coverage under the policy.

You, Your means the person named on the enrollment form on the front of this certificate.

WHO IS ELIGIBLE FOR COVERAGE

A person is eligible for coverage if You are 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

Your coverage will begin at 12:01 a.m. on the Policy Effective Date shown in this certificate.

RATE GUARANTEE

Your premium rate will not change before 04/01/13. 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 30 days before a premium rate is changed. A change may take effect on an earlier date when both First 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 You or Your beneficiary a benefit for a covered **Loss** which is the result of an **Injury**. The benefit will be paid only if:

1. Your death occurs within 365 days from the date of the accident; or
2. Your 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 You are 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 You sustain an injury and are unavoidably exposed to the elements and as a result of the exposure, You suffer a Loss.

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

1. You are 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. Your body is not found within one year of the accident.

Seat Belt Benefit

If We approve the claim, We will pay You or Your authorized representative an additional 10% of Your AD&D Benefit to a maximum benefit amount of \$10,000 if You sustain an Injury which causes Your death while You are 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 You were not wearing the Seatbelt(s) or were not correctly wearing the Seatbelt(s), We will not pay a benefit under this provision.

No benefit will be paid if You are the driver of the Private Passenger Car and do not hold a current and valid driver's license.

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 You 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 You are 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 You 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, or self inflicted injury;

suicide, or any attempt at suicide;

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

service in the armed forces or units auxiliary thereto;

disease of the body, bodily or mental infirmity;

aviation other than as a fare paying passenger on a scheduled or charter flights operated by a scheduled airline;

participation in a felony, riot or insurrection;

Your 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 You by a Doctor and You take the narcotic in accordance with Your Doctor's directions;

HOW TO FILE A CLAIM

1. **Notice of Claim.** You or Your beneficiary, or someone on his or her behalf, must give Us written notice within 90 days of the Loss, or as soon as reasonably possible. The notice must name the Insured and the policy number. Failure to give notice within such time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to give such notice as soon as reasonably possible.
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.

PAYMENT OF CLAIM

1. **Time of Payment.** We will pay claims for Losses within 60 days of receipt of 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.
2. **Who We Will Pay (Beneficiary Designation).** All benefits, except Loss of life, will be paid to You. You have the right to name a beneficiary. A beneficiary has no interest in the policy other than to receive the benefits for Loss of life. You may change the beneficiary at any time unless Your 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 You do not name a beneficiary, or if all named beneficiaries die with or before You, We have the option of paying death benefits to Your estate or to Your surviving family members 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. Your estate.

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 have the right to have the Insured examined when and so often as we may reasonably require.

We have the right to select the examiner. We will pay for the examination, including the costs associated with Your 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 Your personal or business federal income tax returns; and/or
- b. income statements.

GENERAL CERTIFICATE 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 First 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 30 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. Your coverage will end on the earliest of the next Premium Due Date after:
 - a) the date the policy is cancelled;
 - b) the date You are 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 You made any required contributions.

If Your coverage ends, the termination of coverage will not affect a Payable Claim as long as it occurs while You are 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 2 years 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 You will be considered a representation and not a warranty. We will not use a statement to deny or reduce a claim or cancel Your coverage from the original effective date unless it is in writing and signed by You.
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 30 days in advance of a change.
9. **Changes in Your Coverage.** Once Your coverage begins, any increased or additional coverage due to a change in Your **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.** First Unum will ensure that You and the Policyholder do not incur additional insurance costs as a result of the undermining effects of insurance fraud. First Unum promises to focus on all means necessary to support fraud detection, investigation, and prosecution.

It is a crime if You knowingly, and with intent to injure, defraud or deceive First 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 Your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. First Unum will pursue all appropriate legal remedies in the event of insurance fraud.

12. **Assignment of Interest.** You have 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 You. 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, Your application, riders, endorsements, and any other attached papers represents the entire contract between You 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.
14. **Addition of New Companies:** If the Policyholder acquires any new or affiliated or subsidiary companies, the policy shall automatically apply to such companies on the effective date of the acquisition, if the Policyholder meets with following requirements. The Policyholder must notify Us as to the name of such company within 90 days and provide Us with any necessary underwriting information to enable First Unum to determine an additional premium if warranted.