

# CHUBB®



## Accident Insurance

Designed for:  
City of North Port  
4970 City Hall Boulevard  
North Port, FL 34286

Underwritten by: ACE American Insurance Company

(Basic Plan)

## Schedule of Benefits

Chubb Accident & Health is pleased to offer a proposal for accident insurance underwritten by ACE American Insurance Company. This proposal is valid until the earlier of the proposed effective date or 90 days after the date it is issued. If by that date you have not accepted the terms we have offered in this proposal, it will no longer be valid. If you accept the terms of this proposal, coverage is subject to Chubb's determination that trade or economic sanctions or regulations do not prohibit us from binding coverage.

<b>Date Issued</b>	September 14, 2016
<b>Proposal Number</b>	ADD N04823229
<b>Proposed Effective Date</b>	October 1, 2016 to October 1, 2018

### Eligibility

Class 1 All Law Enforcement, Correctional and Correctional Probation Officers as defined in Florida Statute 112.19(b) and Firefighters as defined in Florida Statute 112.191(b) of the Policyholder who are in Active Service.

### Exposure

108 Full-time Police Officers  
2 Reserve/Volunteer/Auxiliary Police Officers  
81 Full-time Firefighters

### Premium Options

2 Year Policy Premium: \$16,878	Payable in Annual Installments of: \$8,439
2 Year Prepaid Premium: \$15,990	

**Commission** - 15%

### Plan Benefits & Covered Activities

#### Accidental Death & Dismemberment

Class 1 Principal Sum:*	\$67,000 Line of Duty Coverage
Time Period for Loss:	365 days from the date of a Covered Accident

#### Accidental Death Benefit

Class 1 Principal Sum:*	Additional \$199,000 Unlawful and Intentional Death Coverage
	Additional \$67,000 Fresh Pursuit
Time Period for Loss:	365 days from the date of a Covered Accident

\*The Principal Sum will be increased annually by the Consumer Price Index as set forth by the Bureau of Criminal Justice and the State Fire Marshall's Office as required by Florida Statutes 112.19 (j) and 112.191 (i).

**Child Care Center Benefit**

Benefit Maximum: \$2,000 per year, up to 2 payments per child  
Line of Duty Coverage  
Unlawful and Intentional Death Coverage  
Fresh Pursuit Coverage

Maximum Benefit Period: To Age 11 for each surviving Dependent Child

**Child Education Benefit**

Benefit Amount: \$2,000 per year  
Line of Duty Coverage  
Unlawful and Intentional Death Coverage  
Fresh Pursuit Coverage

Maximum Benefit Period: 4 years

**Disability Benefit**

Benefit Amount: \$100 per week  
Line of Duty Coverage  
Fresh Pursuit Coverage

Time Period for Loss: 30 days from the date of the Covered Accident

Maximum Benefit Period: 52 weeks

**Funeral and Burial Expense Benefit**

Benefit Amount: \$1,000  
Line of Duty Coverage  
Unlawful and Intentional Death Coverage  
Fresh Pursuit Coverage

**Spouse Education Benefit**

Benefit Amount: \$2,000 per year  
Line of Duty Coverage  
Unlawful and Intentional Coverage  
Fresh Pursuit Coverage

Maximum Benefit Period: 3 years

This information is a brief description of the important features of the proposed insurance plan underwritten by ACE American Insurance Company.

This proposal is not a contract of insurance. The terms and conditions of coverage will be detailed in the policy issued once we receive your acceptance. If there are any differences between the terms and conditions of this proposal and the policy issued to you, the policy will govern. The policy is governed by the laws of the state in which it is delivered. Certain terms or provisions may be different is required by the laws of that state.

Chubb NA is the U.S.-based operating division of the Chubb Group of Companies, headed by Chubb Ltd. (NYSE:CB) Insurance products and services are provided by Chubb Insurance underwriting companies and not by the parent company itself.

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb U.S. insurance companies, please go to the following web site:  
<http://www2.chubb.com/us-en/u-s-foreign-account-tax-compliance-act-fatca.aspx>

## Terms & Conditions

### Who Is Eligible For Insurance?

An individual in one of the eligible classes shown in the *Schedule of Benefits* is eligible for coverage.

### When Does Coverage Go Into Effect?

Insurance for an eligible individual is effective on the latest of the policy effective date or the date he or she becomes eligible.

Coverage for an eligible individual who is not in active service on the date insurance would otherwise be effective will not go into effect until he or she returns to active service.

### When Does Coverage Terminate?

An insured individual's coverage will end on the earliest of the date the policy terminates; the period ends for which premium is paid; or the date he or she is no longer eligible.

## Benefits & Features

### Accidental Death Benefits

We will pay 100% of the Principal Sum if a covered person is injured in a covered accident and dies within 365 days from the accident as the direct result of these injuries.

### Accidental Death & Dismemberment Benefits

We will pay benefits if a covered person is injured in a covered accident and, within 365 days of that accident, suffers one of the losses shown below. If multiple losses occur, only one benefit amount—the largest—will be paid for all losses due to the same accident.

<b>Covered Loss</b>	<b>Benefit Amount</b>
Life.....	100% of the Principal Sum
Two or more Members.....	100% of the Principal Sum
Quadriplegia .....	100% of the Principal Sum
One Member.....	50% of the Principal Sum
Hemiplegia.....	50% of the Principal Sum
Paraplegia.....	50% of the Principal Sum
Thumb and Index Finger of the Same Hand.....	25% of the Principal Sum
Uniplegia.....	25% of the Principal Sum

“Quadriplegia” means total paralysis of both upper and lower limbs. “Hemiplegia” means total paralysis of the upper and lower limbs on one side of the body. “Uniplegia” means total paralysis of one lower limb or one upper limb. “Paraplegia” means total paralysis of both lower limbs or both upper limbs. “Paralysis” means total loss of use. A doctor must determine the loss of use to be complete and not reversible at the time the claim is submitted.

“Member” means loss of hand or foot, loss of sight, loss of speech, and loss of hearing. “Loss of hand or foot” means complete severance through or above the wrist or ankle joint. “Loss of sight” means the total, permanent loss of sight of one eye. “Loss of speech” means total and permanent loss of audible communication that is irrecoverable by natural, surgical, or artificial means. “Loss of hearing” means total and permanent loss of hearing in both ears that is irrecoverable and cannot be corrected by any means. “Loss of a thumb and index finger of the same hand” means complete severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand). “Severance” means the complete separation and dismemberment of the part from the body.

### **Child Care Center Benefit**

We will pay benefits shown in the *Schedule of Benefits* for the care of each surviving Dependent child in a Child Care Center if death of a Covered Person results directly and independently of all other causes from a Covered Accident. This benefit is subject to the following conditions:

1. one or more surviving Dependent child is under Age 11; and
2. was enrolled in a Child Care Center on the date of the Covered Accident; or
3. enrolls in a Child Care Center within 90 days from the date of the Covered Accident.

This benefit will be payable to the surviving spouse if the spouse has custody of the child. If the surviving spouse does not have custody of the child, benefits will be paid to the child's legally appointed guardian. Payments will be made at the end of each 12 month period that begins after the date of the Covered Person's death. A claim must be submitted to Us at the end of each 12 month period with proof of enrollment and attendance. A 12-month period begins:

1. when the Dependent child enters a Child Care Center for the first time, within the period specified in (3) above, after the Covered Person's death; or
2. on the first of the month following the Covered Person's death, if the Dependent child was enrolled in a Child Care Center before the Covered Person's death.

Each succeeding 12-month period begins on the day immediately following the last day of the preceding period. Pro rata payments will be made for periods of enrollment in a Child Care Center of less than 12 months.

"Child Care Center" is a facility that:

1. is licensed and run according to laws and regulations applicable to child care facilities; and
2. provides care and supervision for children in a group setting on a regular, daily basis.

A Child Care Center does not include any of the following:

1. a Hospital;
2. the child's home;
3. care provided during normal school hours while a child is attending grades one through twelve.

### **Child Education Benefit**

We will pay an additional benefit for each qualifying Dependent child covered under the policy on the date the Covered Person dies. The Covered Person's death must result, directly and independently of all other causes, from a Covered Accident for which an Accidental Death Benefit is payable. This benefit is subject to the following conditions:

A qualifying Dependent child must:

1. be enrolled as a full-time student in an accredited school of higher learning beyond the 12<sup>th</sup> grade level on the date of the Covered Person's Covered Accident; or be at the 12<sup>th</sup> grade level on the date of the Covered Person's Covered Accident and then enroll as a full-time student at an accredited school of higher learning within 365 days from the date of the Covered Accident and continue his education as a full-time student; and
2. incur expenses for tuition, fees, books, room and board, transportation and any other costs payable directly to, or approved and certified by, such school.

Payments will be made to each qualifying Dependent child or to the child's legal guardian, if the child is a minor at the end of each year for the number of years shown in the *Schedule of Benefits*. We must receive proof satisfactory to Us of the Dependent child's enrollment and attendance within 31 days of the end of each year.

### **Disability Benefit**

We will pay the Disability Benefit shown in the *Schedule of Benefits* if the Covered Person is Totally Disabled as a direct result of, and from no other cause but, a Covered Accident. Disability Benefits will begin when:

1. the applicable Benefit Waiting Period shown in the *Schedule of Benefits* for this benefit is satisfied; and
2. the Covered Person provides satisfactory proof of Total Disability to Us.

Benefit Payments will end on the first of the following dates:

1. the date the Covered Person dies; or
2. the date the Covered Person is no longer Totally Disabled; or
3. the date the Maximum Benefit Period for this benefit ends; or
4. the date the Covered Person fails to submit satisfactory proof of continuing Total Disability.

“Total Disability” or “Totally Disabled” means that the Covered Person because of a Covered Accident, is unable to perform the substantial and material duties of his or her occupation for a period of at least twelve (12) months. After the initial benefit period, total disability means the Covered Person’s inability to perform the duties of any occupation for which he or she is or may reasonably become qualified based on education, training or experience.

### **Funeral and Burial Expense Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, for funeral and burial of a Covered Person who dies from an Injury resulting directly and independently of all other causes from a Covered Accident.

### **Spouse Education Benefit**

We will pay benefits for the Covered Person’s Spouse as described below, up to the Benefit Maximum shown in the *Schedule of Benefits* if a Benefit is payable under the Accidental Death and Dismemberment Benefit due to the Covered Person’s death. To qualify for the Spouse Education Benefit, the Spouse must enroll in an Occupational Training program within one year of the date of the Covered Person’s death for the purpose of obtaining an independent source of income.

We will pay a Spouse Education Benefit equal to the lesser of:

1. the Spouse Education Benefit amount shown in the *Schedule of Benefits*; or
2. the Expense Incurred for Occupational Training.

“Expense Incurred” means: a) the actual tuition charged, exclusive of room and board; and, b) the actual cost of the materials needed for the Occupational Training program.

The expense must be incurred within 3 years of the date of the Covered Person’s death. We will pay the Spouse Education Benefit due immediately after We receive proof that the Spouse has enrolled in an Occupational Training program.

“Occupational Training” means any educational, professional, or trade training program which prepares the Spouse for an occupation for which he or she otherwise would not have been qualified.

“Spouse” means the Covered Person’s wife or husband who was not legally separated or divorced from the Covered Person when he or she died.

## Hazards

### Exposure & Disappearance

Coverage under this hazard includes exposure to the elements after the forced landing, stranding, sinking, or wrecking of a vehicle in which the Covered Person was traveling.

A Covered Person is presumed dead if:

1. he or she is in a vehicle that disappears, sinks, or is stranded or wrecked on a trip covered by this Policy; and
2. the body is not found within one year of the Covered Accident.

### Fresh Pursuit Coverage

The Covered Accident must take place while on duty, on or off the Policyholder's premises.

This Coverage includes Injury which:

1. for law enforcement, correctional or correctional probation officers results in a Covered Loss that occurs:
  - a. as a result of the officer's response to Fresh Pursuit; or
  - b. as a result of an officer's response to what is reasonably believed to be an emergency; or
  - c. at the scene of a traffic accident to which the officer has responded; or
  - d. while the officer is enforcing what is reasonably believed to be a traffic law or ordinance.
2. for firefighters, results in a Covered Loss as a result of the firefighter's response to what is reasonably believed to be an emergency involving the protection of life or property or the firefighter's participation in a training exercise.

"Fresh Pursuit" 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.

### Line of Duty Coverage

The Covered Accident must take place while:

1. on duty, on or off the Policyholder's premises; or
2. making a "Line of Duty" response to an emergency while off duty.

"Line of Duty" means acts done according to the standards set by the Policyholder for the type of work in which the Insured is engaged. It does not include:

1. commuting between home and place of work; or
2. traveling or any other act not considered to be in the Insured's Line of Duty.

### Unlawful and Intentional Death Coverage

This Coverage includes death resulting from the unlawful and intentional killing:

1. of a law enforcement, correctional, or correctional probation officer, while engaged in the performance of the officer's law enforcement duties; and
2. of a firefighter, while engaged in the performance of his or her firefighter duties, who dies as a result of:
  - a) an Injury sustained by an unlawful and intentional act of another person; or,
  - b) a fire which has been determined to have been caused by an act of arson;while on assignment by or at the direction of the Policyholder whether on or off the premises of the Policyholder.

## Exclusions

We will not pay benefits for any loss or injury that is caused by, or results from:

- intentionally self-inflicted injury.
- suicide or attempted suicide.
- war or any act of war, whether declared or not.
- Service in the military, naval or air service of any country.
- sickness, disease, bodily or mental infirmity, bacterial or viral infection, or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food.
- commission of, or attempt to commit, a felony, an assault or other illegal activity.
- the covered person being legally intoxicated as determined according to the laws of the jurisdiction in which the injury occurred.

This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

### **Crime Victims**

If the covered person is a victim of a violent crime and it is determined that the covered person is eligible under the Florida Crimes Compensation Act, any deductible and coinsurance provision of the policy will not apply. The covered person must provide us with a copy of the written notification concerning their status received from the Office of the Attorney General, Division of Victim Services, State of Florida.

## About Chubb

On January 14, 2016, ACE Limited acquired The Chubb Corporation, creating a global insurance leader operating under the renowned Chubb name.

The new Chubb is the world's largest publicly traded property and casualty insurer, providing commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance

At Chubb, we're committed to providing the very best insurance coverage and service to individuals and families, and businesses of all sizes. While we may look different, rest assured that the acquisition has no effect on current policies.

Chubb operates in 54 countries, with approximately 30,000 employees serving a diverse group of clients worldwide

We recognize that serious injuries can have a devastating impact on individuals and the families that survive them. That is why ACE USA Accident & Health's corporate accident and sickness portfolio includes a breadth of products flexible enough to meet the needs of small, mid-size, and large Fortune 1000 companies with multinational employee populations around the world. These programs are available on an occupational, non-occupational, or 24-hour basis and may be packaged and administered as a single program. They can help to provide the critical financial security and resources necessary to deal with catastrophic loss.

For more information about our products and services, please visit: [www.chubb.com](http://www.chubb.com).

## The Advantages of Doing Business with ACE

### Innovation

Our entrepreneurial business philosophy and expert industry knowledge allow us to remain flexible in finding the *right* solution.

### Superior Solutions

We are dedicated, solutions-oriented professionals able to provide quick responses and expert handling of customer needs.

### Global Protection

The ACE global network can satisfy the insurance needs of companies operating worldwide.

### Financial Strength\*

Consistently high ratings that reflect our financial strength and our ability to meet our obligations to our customers.

A.M. Best	A++
Standard & Poor's	AA
Moody	Aa3
Fitch	AA

\*As of 8-11-2016

## Glossary of Terms

Please note, certain words used in this document have specific meanings.

**“Active Service”** means a Covered Person is either 1) actively at work performing all regular duties on a full-time or part-time basis either at his or her employer’s place of business or someplace the employer requires him or her to be; 2) employed, but on a scheduled holiday, vacation day, or period of approved paid leave of absence; or 3) if not employed, able to engage in substantially all of the usual activities of a person in good health of like age and sex and not confined in a Hospital or rehabilitation or rest facility.

**“Covered Accident”** means an accident that occurs while coverage is in force for a Covered Person and results directly and independently of all other causes in a loss or Injury covered by the Policy for which benefits are payable.

**“Covered Activity”** means any activity in which a Covered Person must be engaged when a Covered Accident occurs in order to be eligible for benefits under the Policy. These Covered Activities are listed in the *Schedule of Benefits* and described in the Hazards section of the Policy.

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

**“Covered Person”** means any eligible person for whom the required premium is paid. If the cost for this insurance is paid for by the Policyholder, individual applications are not required for an eligible person to be a Covered Person.

**“Dependent Child”** means an Insured’s child, from the moment of birth to the end of the calendar year in which the child reaches age 25 if the child is: 1) chiefly dependent on the Insured for support, 2) living in the Insured’s household, or 3) is a full-time or part-time student.

**“Doctor”** means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to a Covered Person that is appropriate for the conditions and locality. It will not include a Covered Person or a member of the Covered Person’s Immediate Family or household.

**“Hospital”** means an institution that: 1) operates as a Hospital pursuant to law for the care, treatment, and providing of inpatient services for sick or injured persons; 2) provides 24-hour nursing service by Registered Nurses on duty or call; 3) has a staff of one or more licensed Doctors available at all times; 4) provide organized facilities for diagnosis, treatment, and surgery, either: (i) on its premises; or (ii) in facilities available to it, on a prearranged basis; 5) is not primarily a nursing care facility, rest home, convalescent home, or similar establishment, or any separate ward, wing, or section of a Hospital used as such; and 6) is not a place for drug addicts, alcoholics, or the aged.

We will not deny a claim for services rendered in any one of the following Hospitals solely because the Hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for the treatment of a physical disability: 1) the Joint Commission on the Accreditation of Hospitals; or 2) the American Osteopathic Association; or 3) the Commission on the Accreditation of Rehabilitative Facilities.

**“Injury”** means accidental bodily harm sustained by a Covered Person from a Covered Accident which is the direct cause, independent of disease or bodily infirmity, of the covered loss. All injuries sustained by one person in any one accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury.

Any occupational condition or impairment of health of any firefighter or any law enforcement officer or correctional officer caused by tuberculosis, heart disease, or hypertension resulting in death shall be presumed to have been accidental, to have been suffered in the Line of Duty, and to be a Covered Loss. To be entitled to this presumption, the definitions and requirements of Florida Statutes Section 112.18 must be met.

Any firefighter, paramedic, emergency medical technician, law enforcement officer, or correctional officer who suffers an occupational condition or impairment of health that is caused by hepatitis, meningococcal meningitis, or tuberculosis, that requires medical treatment, and that results in death shall be presumed to have been accidental, and to be a Covered Loss. To be entitled to this presumption, the definitions and requirements of Florida Statutes Section 112.181 must be met.

Any firefighter, paramedic, emergency medical technician, law enforcement officer, or correctional officer who suffers an occupational condition or impairment of health that is caused by exposure to a toxic substance, adverse results or complications from a smallpox vaccination, or a mental or nervous Injury, that requires medical treatment, and that results in death shall be presumed to have been accidental and to be a Covered Loss. To be entitled to this presumption, the definitions and requirements of Florida Statutes Section 112.1815 must be met.

**“Insured”** means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person.

**“We,” “Our,” “Us”** means the insurance company underwriting this insurance or its authorized agent.