

**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

Hartford Plaza  
Hartford, Connecticut  
(A stock insurance company)



Will pay benefits according to the conditions of this policy.

Policyholder Name: Pinellas County Schools

Policyholder Address: 301 4th Street SW  
Largo, FL 33770

Policy Number: ETB-111842\*

Place of Delivery: Largo, FL

Policy Effective Date: October 1, 2020

Policy Expiration Date: October 1, 2022

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**\*This policy replaces the prior policy bearing the above number as of the effective date of this policy.**

Signed for the Company

Kevin Barnett, Secretary

Douglas Elliot, President

SCHEDULE

ELIGIBLE PERSONS

| <u>Class</u> | <u>Description</u>   |
|--------------|--|
| 1            | All Full-time and Part-time Sworn Law Enforcement Officers and others of the Policyholder. |

Form 7679 B6

BENEFIT DESCRIPTION:

AD means Accidental Death Benefit

Loss Period: 365 days (not applicable to residents of Pennsylvania)

ADD means Accidental Death and Dismemberment Benefit

Loss Period: 365 days

For residents of Pennsylvania, the 365 days loss period is not applicable for loss of life only.

ATD means Accident Total Disability Benefit.

Maximum Payment Period: 52 weeks

ED means Education Benefit.

SPOED means Spouse Education Benefit.

DCARE means Day Care Benefit.

HAZARDS, BENEFITS, AND AMOUNTS

| Class | Hazard     | Benefit | Amount                                 |  |
|-------|------------|---------|--|--|
| 1     | C-31 VL118 | AD      | \$225,000 unlawful & intentional death |  |
|       |            | ATD     | \$100                                  |  |
|       |            | DCARE   | \$2,000                                |  |
|       |            | ED      | \$2,000                                |  |
|       |            | SPOED   | \$2,000                                |  |
|       | C-62       | ADD     | \$75,000 in the line of duty           |  |
|       | C-64       | AD      | \$75,000 fresh pursuit                 |  |
|       |            |         |  |  |
|       |            |         |  |  |
|       |            |         |  |  |

\*The ATD Benefit amount is subject to 80% of salary.

Form 7679 B7

POLICY PREMIUMS:

|                                  |         |
|----------------------------------|---------|
| Premium Not Subject To Audit:    | \$3,530 |
| Premium Subject To Audit:        | \$0     |
| Total Premium For Policy Period: | \$3,530 |

Total Premium Payable on Effective Date

\$1,765 payable on the Effective Date and the 1st day of each 12th month thereafter, excluding the Expiration Date.

Form 7679 B8

POLICY MODIFICATIONS: This policy as issued is amended as follows:

- 1) The definition of injury under this policy is amended to include the following:
  - a) Any occupational condition or impairment of health of a fireman or any law enforcement officer or correctional officer caused by tuberculosis, heart disease, or hypertension resulting in death shall be presumed to be accidental, suffered in the line of duty, and to be a covered injury. To be entitled to this presumption, the definitions and requirements of Section 112.18 must be met.
  - b) 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 injury. To be entitled to this presumption, the definitions and requirements of Sections 112.181 must be met.
  - c) Any covered 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 Injury. To be entitled to this presumption, the definitions and requirements of Section 112.1815 must be met.
- 2) This policy provides accidental death coverage for police officers and firefighters which is no less restrictive than benefits specified by Florida statutes 112.19, paragraphs 2) a, b, c, f, and j and 112.191, paragraphs 2) a, b, c and i.

This policy provides a Day Care Benefit if:

- a) We pay a death claim for the unlawful and intentional death of the Insured Person;
- b) the Insured Person had a Dependent Child under age 11 at the time of death; and
- c) proof of enrollment in a Day Care Program is provided as described below.

Payment will be made to the person who has legal physical custody of the dependent child and who has primary responsibility for the dependent child's expenses. Payment will be made in accordance with the Claims provision of the Policy.

Proof of enrollment for each child in a Day Care Program may be in the form of, but will not be limited to, the following:

- a) a copy of the child's approval enrollment application in a Day Care Program; or
- b) canceled check(s) evidencing payment to a Day Care facility or Day Care provider; or
- c) a letter from the Day Care facility or Day Care provider stating that the child is attending within 365 days of the date of the Insured's death.

Proof of enrollment must be sent to us prior to the last day of the 12<sup>th</sup> month on or next following the date of the Insured's death.

One Day Care Benefit payment will be made each year, for a maximum of 2 Day Care Benefit payments, for each Dependent Child.

The Day Care Benefit is the lesser amount of:

- a) \$2,000.00; or
- b) the actual cost charged per year by the Day Care Program.

Day Care Program means a program of child care which:

- a) is operated in a private home, school or other facility; and
- b) provides, and makes a charge for, the care of children; and
- c) is licensed as a Day Care center or is operated by a licensed Day Care provider, if such licensing is required by the state or jurisdiction in which it is located; or
- d) if licensing is not required, provides child care on a daily basis for 12 months a year.

Child or Children means the Insured's unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age 11 and primarily dependent on the Insured for support and maintenance.

This policy provides a Spouse Education Benefit to the Spouse if We pay a death claim for the Insured Person's unlawful and intentional death.

The Insured Person's Spouse, to qualify for this Education Benefit, must enroll in an Occupational Training program within one year of the date of the Insured Person's death for the purpose of obtaining an independent source of income.

The Education Benefit is an amount equal to the lesser of:

- a) \$2,000.00; or
- b) the Expense Incurred for Occupational Training.

The expense must be incurred within 3 years of the date of the Insured Person's death.

We will pay the Education Benefit due immediately after we receive proof that the Insured Person's Spouse has enrolled in an Occupational Training program.

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

Expense Incurred means:

- a) the actual tuition charged, exclusive of room and board; and
- b) the actual cost of the materials needed;

or the Occupational Training program.

Spouse means the Insured Person's wife or husband who was not legally separated or divorced from the Insured Person when he or she died.

Form 7679 B10 (FL)2

## CONTRACT PROVISIONS

Entire Contract: The entire contract between the Policyholder and us consists of this policy, and any papers made a part of this policy at issue.

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 a part of this policy.

Time Periods: All periods begin and end at 12:01 A.M., Standard Time at the place where this policy is delivered.

Certificates: If required by the laws of the state where this policy is delivered, we will give certificates to:

- a) the Policyholder; or
  - b) any other person according to a mutual agreement among the other person, the Policyholder and us;
- for delivery to Insured Persons. The certificates will state the features of this policy which are important to Insured Persons.

Data Furnished by Policyholder: The Policyholder:

- a) with our approval, may keep the records which affect this policy;
- b) will give us information from those records, when and in the manner we ask.

These records will be open for our inspection at any reasonable time.

Not in Lieu of Worker's Compensation: This policy does not satisfy any requirement for worker's compensation insurance.

Conformity with State Statutes: On the Policy Effective Date, any part of the policy which is in conflict with a statute of the state in which the policy is:

- a) delivered; or
- b) issued for delivery;

is hereby amended to agree with the statute's minimum requirements.

Cancellation: This policy may be cancelled at any time by written notice mailed or delivered by us to the Policyholder or by the Policyholder to us. If we cancel, we will mail or deliver the notice to the Policyholder at its last address shown in our records.

If we cancel, it becomes effective on the later of:

- a) the date stated in the notice; or
- b) the 31st day after we mail or deliver the notice.

If the Policyholder cancels, it becomes effective on the later of:

- a) the date we receive the notice; or
- b) the date stated in the notice.

In either event:

- a) we will promptly return any unearned premium paid; or
- b) the Policyholder will promptly pay any earned premium which has not been paid.

Any earned or unearned premium will be determined on a pro rata basis.

Cancellation will not affect any claim for loss due to an accident which occurs before the effective date of the cancellation.

## CONTRACT PROVISIONS (Continued)

**Policy Period:** This Policy becomes effective on the Policy Effective Date and continues in force to the end of the period for which premium was paid unless cancelled at an earlier date. This Policy terminates on the earlier of:

- a) the Policy Expiration Date unless continued in force in accordance with the Renewal Provision; or
- b) the last day of the period for which premium has been paid subject to the Grace Period.

The Policy Effective Date and Policy Expiration Date are shown:

- a) on page 1 for the original Policy Period; and
- b) in a Renewal Rider for any Renewal Policy Period.

**Renewal:** We will send the Policyholder a notice of policy renewal. The Policy will be renewed if the Policyholder signs and returns the notice prior to the current Expiration Date. If the Policyholder does not receive the notice, the policy may be renewed if we receive a written request from the Policyholder and a deposit renewal premium of \$350 on or before the current Expiration Date. Once we have received the deposit renewal premium, we will request information from the Policyholder necessary to calculate the actual renewal premium and either return any excess premium or bill the Policyholder for the remaining unpaid renewal premium.

However, in no event will this policy be renewed if:

- a) we have refused to renew this policy on or before the current Expiration Date;
- b) this policy has been cancelled on or before the current Expiration Date; and
- c) the Policyholder does not give us, in advance of the current Expiration Date, the information we request.

**Premium Due Dates:** Each Premium is due in advance of the date the Schedule states that it is payable. If the Schedule shows an amount for Premium Subject To Audit, the earned premium will be calculated for each date on which the Policyholder is required to furnish data for determining Units of Exposure. If the earned Premium:

- a) is greater than the premium paid, the additional premium is payable on the date we notify the Policyholder of the amount;
- b) is less than the premium paid, we will promptly return the unearned portion of the premium paid.

**Grace Period:** A Grace Period of 31 days is allowed for payment of each premium due after the initial premium, unless this policy is cancelled on or before the due date. If the Policyholder has returned the notice of renewal prior to the Policy Expiration Date, a Grace Period of 31 days from the Policy Expiration Date is allowed for payment of the renewal premium. This policy will continue in force during the Grace Period. The Policyholder is liable to us for the payment of Premium accruing for the period this policy continues in force.

**Payment:** Premiums are to be paid to us by the Policyholder. However, they may be paid to us by any other person according to a mutual agreement among the other person, the Policyholder and us.

**Change of Premiums:** We have the right to change the rate at which Premiums will be calculated for each Policy Period.

## DEFINITIONS

Each term listed, when used in this policy, has the following meaning:

We, us, or our means the insurance company named on page 1.

You, Your, or Insured Person means an Eligible Person while he or she is covered under this policy.

Injury means, and an Insured Person is covered for, bodily injury resulting directly and independently of all other causes from accident which occurs:

- a) while he or she is covered under; and
  - b) in the manner specified in;
- a Hazard applicable to his or her class.

Loss resulting from:

- a) sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
- b) medical or surgical treatment of a sickness or disease.

is not considered as resulting from injury.

Business Trip means a bona fide trip:

- a) while on assignment or at the direction of the Policyholder for the purpose of furthering the business of the Policyholder;
- b) which begins when a person leaves his or her residence or place of regular employment, whichever last occurs, for the purpose of beginning the trip;
- c) which ends when he or she returns to his or her residence or place of regular employment, whichever first occurs; and
- d) excluding travel to and from work, bona fide leaves of absence and vacations.

Trip means a trip which:

- a) begins when a person leaves his or her residence or place of regular employment, whichever last occurs, for the purpose of beginning the trip; and
- b) ends when he or she returns to his or her residence or place of regular employment, whichever first occurs.

Passenger means a person who is not:

- a) the operator or driver; or
- b) the pilot, student pilot, or a crewmember;

of a conveyance at the time of accident.

Common Carrier means a conveyance operated by a concern, other than the Policyholder, organized and licensed for the transportation of passengers for hire and operated by an employee of that concern.

## DEFINITIONS

Civil Aircraft means a civil or public aircraft which:

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

Scheduled Aircraft means a Civil Aircraft operated by a scheduled airline which:

- a) is licensed by the FAA for the transportation of passengers for hire; and
- b) publishes its flight schedules and fares for regular passenger service.

Military Transport Aircraft means a transport aircraft operated by:

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

Policyholder Aircraft means an aircraft which is owned, leased, or operated by or on behalf of the Policyholder.

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

FAA means:

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

Extra-Hazardous Aviation Activity means an aircraft while it is being used for one or more of the following activities:

- |                               |                                     |
|-------------------------------|-------------------------------------|
| Acrobatics or Stunt Flying    | Aerial Photography or Banner Towing |
| Racing or any Endurance Test  | Any Test or Experiment              |
| Crop Dusting or Seeding       | Firefighting                        |
| Spraying                      | Any flight which requires:          |
| Exploration                   | a) a special permit; or             |
| Pipe or Power Line Inspection | b) waiver;                          |
| Any Form of Hunting           | from the FAA, even though granted.  |
| Bird or Fowl Herding          |                                     |



## DETERMINATION OF INDIVIDUAL COVERAGE

Effective Date: Each Eligible Person becomes an Insured Person on the later of:

- a) the Policy Effective Date; or
- b) the date he or she enters a Class of Eligible Persons.

Termination: Coverage of each Insured Person terminates on the earlier of:

- a) the date this policy terminates; or
- b) the date he or she does not qualify in any Class of Eligible Person.

Termination will not affect any claim for loss due to an accident which occurs before the effective date of the termination.

The Policyholder's failure to report that a person ceased to qualify in a Class of Eligible Persons will not continue coverage in that Class beyond the date he or she ceased to qualify.

Hazards and Benefits Determined By Class: Each Insured Person is covered under the Hazard and for the Benefits applicable to the Class in which he or she qualifies:

- a) beginning on the date he or she enters the Class; and
- b) ending on the date he or she leaves the Class.

If an Insured Person qualifies in more than one Class on the date of accident, he or she will be considered to qualify in the one Class with the largest Benefit Amount.

Form 7679 F1

## EXCLUSIONS AND AGGREGATE LIMITATION

Exclusions: This policy does not cover any loss resulting from:

- 1) intentionally self-inflicted Injury, suicide or attempted suicide whether sane or insane, (in Missouri, while sane);
- 2) war or act of war, whether declared or undeclared;
- 3) Injury sustained while in the armed forces of any country or international authority;

Aggregate Limitation: Not Applicable

Form 7679 G1

## HAZARD C-31 V.L. 118 Unlawful and Intentional Death While on the Business of the Policyholder

Coverage: This Hazard covers death resulting from the unlawful and intentional killing of the Insured Person which occurs anywhere in the world;

- a) in the performance of actual duties; and
- b) while on the business of the Policyholder.

The term "while on the business of the Policyholder" as used herein means while on assignment by or at the direction of the Policyholder whether on or off the premises of the Policyholder, for the purpose of furthering the business of the Policyholder.

Refer to the Policy Modifications, Definitions and Exclusions sections for modifications, limitations and exclusions affecting this coverage.

Form 7679 H-31 V.L. 118

HAZARD C-62  
24-Hour Coverage  
While on the Business of the Policyholder

Coverage: This Hazard covers Injury resulting from:

- a) an accident; and
- b) an accident while the Insured Person is a passenger (but not as a pilot, operator or member of the crew) on, boarding or alighting from a Civil Aircraft or Military Transport Aircraft; or
- c) being struck by an aircraft;

which occurs anywhere in the world while On the Business of the Policyholder.

On the Business of the Policyholder means business while on assignment by or at the direction of the Policyholder whether on or off the premises of the Policyholder for the purpose of furthering the business of the Policyholder.

Refer to the Policy Modifications, Definitions and Exclusions sections for modifications, limitations and exclusions affecting this coverage.

Form 7679 H-62

HAZARD C-64  
Fresh Pursuit Coverage for  
Police Officers and Firefighters  
While on the Business of the Policyholder

Coverage: This Hazard covers Injury resulting from:

- a) for law enforcement, correctional, or correctional probation officers results in Accidental Death that occurs:
  - 1) as a result of the officer's response to fresh pursuit;
  - 2) as a result of the officer's response to what is reasonably believed to be an emergency;
  - 3) at the scene of a traffic accident to which the officer has responded; or
  - 4) while the officer is enforcing what is reasonably believed to be a traffic law or ordinance.
- b) for firefighters, results in Accidental Death as a result of the firefighter's response to what is reasonably believed to be an emergency involving the protection of life or property.

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.

Refer to the Policy Modifications, Definitions and Exclusions sections for modifications, limitations and exclusions affecting this coverage.

Form 7679 H-64

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If an Insured Person's injury results in any of the following losses within the Loss Period after the date of accident, we will pay the sum shown opposite the loss.

We will not pay more than the Principal Sum for all losses due to the same accident.

The Principal Sum and the Loss Period are shown in the Schedule.

For Loss of:

|  |                               |
|--|-------------------------------|
| Life.....  | The Principal Sum             |
| Both Hands or Both Feet or Sight of Both Eyes..... | The Principal Sum             |
| One Hand and One Foot.....                         | The Principal Sum             |
| Speech and Hearing.....                            | The Principal Sum             |
| Either Hand or Foot and Sight of One Eye.....      | The Principal Sum             |
| Either Hand or Foot.....                           | One Half The Principal Sum    |
| Sight of One Eye.....                              | One Half The Principal Sum    |
| Speech or Hearing.....                             | One Half The Principal Sum    |
| Thumb and Index Finger of Either Hand.....         | One Quarter The Principal Sum |

Loss means with regard to:

- a) hands and feet, actual severance through or above wrist or ankle joints;
- b) sight, speech or hearing, entire and irrecoverable loss thereof;
- c) thumb and index finger, actual severance through or above the metacarpophalangeal joints.

EXPOSURE

Exposure to the elements will be presumed to be injury if:

- a) it results from the forced landing, stranding, sinking or wrecking of a conveyance in which an Insured Person was an occupant at the time of the accident; and
- b) this policy would have covered injury resulting from the accident.

DISAPPEARANCE

An Insured Person will be presumed to have suffered loss of life if:

- a) his or her body has not been found within one year after the disappearance of a conveyance in which he or she was an occupant at the time of its disappearance;
- b) the disappearance of the conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and
- c) this policy would have covered injury resulting from the accident.

### ACCIDENTAL DEATH BENEFIT

If an Insured Person's injury results in loss of life within the Loss Period after the date of the accident, we will pay the Principal Sum.

The Principal Sum and the Loss Period are shown in the Schedule.

### DISAPPEARANCE

An Insured Person will be presumed to have suffered loss of life if:

- a) his or her body has not been found within one year after the disappearance of a conveyance in which he or she was an occupant at the time of its disappearance;
- b) the disappearance of the conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and
- c) this policy would have covered injury resulting from the accident.

Form 7679 L1

### ACCIDENT TOTAL DISABILITY BENEFIT

We will pay the Weekly Benefit for each week of an Insured Person's Total Disability. Payment will not exceed the Maximum Payment Period.

Total Disability must:

- a) result from injury;
- b) begin within 30 days after the accident; and
- c) require the regular care of a legally qualified physician.

For Total Disability of less than one week, one seventh of the Weekly Benefit will be paid per day.

The Weekly Benefit and Maximum Payment Period are shown in the Schedule.

Total Disability: means the Insured Person's inability to perform the duties of his/her occupation for one year and thereafter unable to perform the substantial duties of any occupation for which he or she is suited by education, training and experience.

Termination of this policy will not affect any benefits payable under this benefit for any accident that occurred while the Insured Person was covered under this Policy.

Form 7679 M3

## EDUCATION BENEFIT

If a Principal Sum is payable under the Accidental Death and Dismemberment Benefit because of the Insured Person's death, We will pay an Education Benefit to each Student as follows:

A Student is a person for whom we receive proof that he or she:

- a) is your Dependent on the date of your death; and
- b) is a full-time post-high school Student in a school for higher learning on the date of the Insured Person's death; or
- c) became a full-time post-high school Student in a school for higher learning within 365 days after the Insured Person's death and was a Student in the 12th grade on the date of the Insured Person's death.

He or she is not considered to be a Student after the first to occur of:

- a) our payment of the 4th Education Benefit to or on behalf of that person; or
- b) the end of the 12th consecutive month during which We have not received proof that he or she is a Student.

The Education Benefit is an amount equal to the lesser of:

- a) the Maximum Amount; or
- b) the amount determined by applying the Percent to the amount of the Insured Person's Principal Sum.

We will not pay more than one Educational Benefit to any one Student during any one school year.

The Education Benefit is payable to each Dependent Child:

- a) on the date; and
- b) for whom;

We receive proof that he or she is a Student.

If he or she is a minor, We will pay the benefit to the Student's legal representative.

If:

- a) a Principal Sum is payable because of the Insured Person's death; and
- b) no Dependent Child qualifies as a Student;

we will pay the Minimum Amount due in accordance with the claim provision for payment of benefits for loss of life.

The Insured Person's amount of the Principal Sum is determined in the Schedule.

The Maximum Amount, Percent of Principal Sum, and Minimum Amount are shown in the Schedule.

Form 7679 T1 (FL)

## CLAIMS

Notice of Claim: The person who has the right to claim benefits (the claimant or beneficiary, or his or her representative) must give us written notice of a claim within 30 days after a covered loss begins. If notice cannot be given within that time, it must be given as soon as reasonably possible.

The notice should include the Insured Person's name and the policy number. Send it to our office in Hartford, Connecticut, or give it to our agent.

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 15 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 nature of the loss is sent to us.

Proof of Loss: Proof of loss must be sent to us in writing within 90 days after:

- a) the end of a period of our liability for periodic payment claims; or
- b) the date of the loss for all other claims.

If the claimant is not able to send it within that time, it may be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year from the date proof of loss is due, unless the claimant is legally incapacitated.

Time of Claim Payment: We will pay any daily, weekly or monthly benefit due:

- a) on a monthly basis, after we receive the proof of loss, while the loss and our liability continue; or
- b) immediately after we receive the proof of loss following the end of our liability.

We will pay any other benefit due immediately, but not more than 60 days, after we receive the proof of loss.

Payment of Claims: We will pay any benefit due for loss of the Insured Person's life:

- a) according to the beneficiary designation in effect at the time of his or her death; otherwise;
- b) to the surviving child or children and spouse in equal shares; otherwise
- c) to the parents or parent.

If there is no survivor in these classes, 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 living. Otherwise, the benefits will be paid according to the preceding paragraph.

If a benefit due is payable to:

- a) the Insured Person's estate; or
  - b) 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 \$1,000 (\$3,000 for residents of Florida) of the benefit due to some other person.

The other person will be someone related to the Insured Person or the beneficiary by blood or marriage who we believe is entitled to the payment. We will be relieved of further responsibility to the extent of any payment made in good faith.

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 within 45 days. This written decision will:

- a) give the specific reason or reasons for denial;
- b) make specific reference to policy provisions on which the denial is based;
- c) provide a description of any additional information necessary to prepare the claim and an explanation of why it is necessary;
- d) provide an explanation of the review procedure; and
- e) state what portions of the claim is being disputed and return the uncontested amount within 60 days.

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

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

We will make a decision no more than 90 days after receipt of the request for review. The written decision will include specific reasons for the decision on which the decision is based.

Physical Examinations and Autopsy: While a claim is pending we have the right at our expense:

- a) to have the Insured Person who has a loss examined by a physician when and as often as is reasonably necessary; and
- b) in case of death to make an autopsy, where it is not forbidden by law.

Legal Actions: You cannot take legal action against us:

- a) before 60 days following the date proof of loss is sent to us;
- b) after 3 years (6 years for residents of South Carolina) following the date proof of loss is due (for Florida residents, after the expiration of the applicable statute of limitations following the date proof of loss is due).

Naming a Beneficiary: The Insured Person may name a beneficiary or change a revocably named beneficiary by giving your written request to the Policyholder. His or her request takes effect on the date you execute it, regardless of whether he or she is living when the Policyholder receives it. We will be relieved of further responsibility to the extent of any payment we made in good faith before the Policyholder received his or her request.

Assignment: We will recognize any assignment the Insured Person makes under this policy, provided:

- a) it is duly executed; and
- b) a copy is on file with us.

We and the Policyholder assume no responsibility for the validity or effect of an assignment.



SCHEDULE  
RIDER #1

POLICY MODIFICATIONS: This policy as issued is amended as follows:

This rider forms a part of Policy Number ETB-111842, issued to Pinellas County Schools and all certificates given in connection with the Policy.

**EFFECTIVE DATE**

This rider becomes effective on the later of:

- 1) October 1, 2020; or
- 2) the effective date of the policy or certificate to which this rider is attached.

**Family Medical Benefit**

If a covered individual suffers a catastrophic injury or loss of life in the line of duty that is payable under this policy, and such loss is a result of:

- 1) an act of violence committed by another person while the insured is engaged in the performance of your duties;
- 2) an assault under riot conditions; or
- 3) the insured's response to fresh pursuit, the insured's response to what is reasonably believed to be an emergency, or an unlawful act perpetrated by another;

this rider provides an annual reimbursement for the Insured Persons dependents health insurance premium for the specified duration and up to the specified annual maximum.

Notwithstanding the Payment of Claims Provision, payment under this benefit is made to the Policyholder for the benefit of the Insured Persons dependents.

Catastrophic injury means a permanent impairment constituted by:

- a. Spinal cord injury involving severe paralysis of an arm, a leg, or the trunk;
- b. Amputation of an arm, a hand, a foot, or a leg involving the effective loss of use of that appendage;
- c. Severe brain or closed-head injury as evidenced by:
  1. Severe sensory or motor disturbances;
  2. Severe communication disturbances;
  3. Severe complex integrated disturbances of cerebral function;
  4. Severe episodic neurological disorders; or
  5. Other severe brain and closed-head injury conditions at least as severe in nature as any condition provided in subparagraphs 1.-4.;
- d. Second-degree or third-degree burns of 25 percent or more of the total body surface or third-degree burns of 5 percent or more to the face and hands;
- e. Total or industrial blindness; or
- f. Any other injury that would otherwise qualify under this chapter of a nature and severity that would qualify an employee to receive disability income benefits under Title II or supplemental security income benefits under Title XVI of the federal Social Security Act as the Social Security Act existed on July 1, 1992, without regard to any time limitations provided under that act.



Dependent means:

1. The Insured Persons spouse or domestic partner who is not legally separated or divorced from the Insured individual on the date of the accident; and
2. The Insured Persons dependent child until the end of the calendar year in which he or she reaches the age of 25, and
  - a. at the time of the Insured Persons death, the child was dependent upon him or her for support; and
  - b. the surviving child continues to be dependent for support, or the surviving child is a full-time or part-time student and is dependent for support.

We must receive Proof of Loss, in accordance with the provisions of the Policy within 12 months of the Insured Persons death.

The benefit amount will be the lesser of:

- a. \$5,000; or
- b. the annual actual cost of the dependents health insurance premium; each year, for a maximum of 5 years.

Proof of payment of health insurance premium must be submitted annually.

If, within that 5-year period, the Insured Persons:

- 1) spouse dies or remarries; or
- 2) dependent child is no longer dependent for support, dies or reaches the end of the calendar year in which he or she reaches the age of 25,

the benefit will no longer be payable for that persons portion of the health insurance premium, and the benefit amount shall be re-determined. The re-determined amount will be based on the health insurance premiums of the dependents eligible for this benefit at the time of re-determination.

In all other respects, the policy and certificates remain the same.

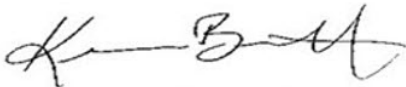
Signed for Hartford Life and Accident Insurance Company.

Form PA-9408

This page is a policy page issued and effective on the Policy Effective Date unless dates are shown below making this page a rider.

RIDER: This rider, issued September 21, 2020, forms a part of Policy No. ETB-111842 issued to Pinellas County Schools.

It is effective October 1, 2020. It does not vary, waive, alter or extend any of the terms, conditions, or provisions of the policy, except as stated herein. Signed for the Hartford Life and Accident Insurance Company.



Kevin Barnett, Secretary



Douglas Elliot, President

Form 7679 B10 Rev.-1