



COLORADO FIREFIGHTER
HEART AND CANCER BENEFITS TRUST

Heart Award Program
Coverage Plan

Plan Administered by McGriff, Seibels & Williams, Inc.
07/07/2020

This Plan Document further defines the benefits payable under Part 3 of Article 5 of Title 29, Colorado Revised Statutes, as is effective January 1, 2015

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This Coverage Plan Document shall cover the voluntary and legal liability of Members of the Trust established under the Colorado Revised Statutes (C.R.S.) Part 3, Article 5 of Title 29, as well to defend Members from any actions brought by **Participants** against the Member regarding the interpretation of this statute.

This Coverage is intended to be read in its entirety. In order to understand all the limitations to the Schedule of Benefits and the applicable provisions/conditions, exclusions to its benefits and general definitions please read all the coverage provisions carefully.

Participant (s)	A Participant is any full-time Firefighter, Part-Time Firefighter, or Volunteer Firefighter who has been employed for at least five continuous years at the time of injury, is scheduled with the Trust Administrator, and for whom the required Contribution has been paid
Coverage Effective Date	July 1, annually or upon execution of Member Resolution, Trust Agreement, and receipt of payment by Trust Administrator
Coverage Period	The twelve-month period beginning July 1 at 12:00 a.m. and ending June 30 at 11:59 p.m.
Contribution Due Date	July 1, annually or at the inception of coverage
Contribution	As determined by the Trust Administrator annually, subject to prorated changes for midterm adjustments

GENERAL DEFINITIONS

Please note: certain words used in this Coverage Plan have specific meanings. These terms will be capitalized and in bold print throughout the document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the *Schedule of Benefits*.

Directly Involved with the Provision of Fire Protection Services	To include all sworn officers currently on active duty with fire operations
Employer	Means any municipality, special district, fire authority, or county improvement district employing one or more Firefighter, Part-Time Firefighter, or Volunteer Firefighter . Employer does not include a power authority created pursuant to C.R.S. 29-1-204, or a municipally-owned utility
Employer Paid Disability Plan	To include programs such as sick leave, injury leave, and leave share
Firefighter(s)	Means a full-time active employee of an Employer who regularly works at least one thousand six hundred hours (1,600) in any calendar year and whose duties are Directly Involved with the Provision of Fire Protection Services
Heart and Circulatory Malfunction	Means a sudden and serious malfunction of the heart and circulatory system as occurs in a diagnosis of coronary thrombosis, cerebral vascular accident, myocardial infarction, or cardiac arrest. Will be deemed to have occurred at the beginning of a medical examination by a physician who

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Heart and Circulatory Malfunction (continued)	ultimately makes such diagnosis. Heart and Circulatory Malfunction does not include conditions such as hypertension and angina
Heart and Circulatory Malfunction Occurrence	Will be deemed to have occurred at the beginning of a medical examination by a physician who diagnoses a covered Heart or Circulatory Malfunction
Hospitalization	The period of confinement in a healthcare facility that begins with a patient's admission and ends with discharge
Part-Time Firefighter	A professional working fewer than 1,600 hours in any calendar year whose duties are Directly Involved with the Provision of Fire Protection Services
Pre-Existing Condition	Physical condition for which a Participant has been treated, received medical advice, or had taken medication
Strenuous Activity	Characterized by vigorous exertion, as action, efforts, demanding or requiring vigorous exertion; laborious, vigorous, energetic, or zealously active; requiring great effort, energy, or exertion; vigorously active; energetic or zealous; requiring or involving the use of great energy or effort; intensely active; energetic
Stressful Activity	Activity involving a distressing incident such as: the injury or death of children, a mass fatality, severe injury or death of a fellow Firefighter, Part-Time Firefighter or Volunteer Firefighter in the line of duty; mass casualties; life-threatening situations or victims of violence on the job; known victims and/or their families; responding to major disasters; serious motor vehicle accidents; domestic violence; child abuse calls; school shootings; vehicle extrication; high-angle rescue; hazardous materials; confined space; water rescue; first on the scene of serious accidents, suicides, and acts of violence to include: assault and battery, rapes, bombings, school shootings, responding to floods, earthquakes, and airline crashes where the death toll and property destruction is overwhelming; comforting victims of domestic violence and child abuse; extrication of mangled bodies from motorized vehicles; providing medical assistance to homeless patients on the streets of inner cities; physically restraining patients who are combative due to mind-altering drugs or head injuries; comforting parents and family members when a child or loved one has died; coping with grief following the death of a fellow Firefighter, Part-Time Firefighter or Volunteer Firefighter in the line of duty; the result of being exposed to flames and intense heat; exposure to poisonous, flammable, or explosive gases and chemicals; exposure to radioactive or other hazardous materials
Tobacco Product	Any product that is made or derived from tobacco that is intended for human consumption

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Totally and Permanently Disabled	Shall be determined by any two of three selected Accredited Level II Disability Physicians. Means the complete and continuous inability of the Participant to perform the essential duties of his or her regular occupation, or engage in any gainful occupation for which he or she is or can be reasonably qualified for through training, experience, or education
Volunteer Firefighter	Shall have the meaning set forth in 31-30-1102 C.R.S.
We	Colorado Firefighter Heart and Cancer Benefits Trust
Work Event	Means stressful or strenuous activity related to fire suppression, rescue, hazardous material response, emergency medical services, disaster relief, or other emergency response activity to include Acts as a Good Samaritan. “Work Event” includes any training activity that a Firefighter, Part-Time Firefighter or Volunteer Firefighter engages in while on duty that involves stressful or strenuous activity

SCHEDULE OF BENEFITS

We will pay the benefits listed in the Schedule of Benefits if the **Participant** suffers, directly and independently of all other causes, a **Heart and Circulatory Malfunction** during or within forty-eight (48) hours after a **Work Event**, subject to the terms, conditions, provisions and limitations of this Coverage Plan. If the **Participant** sustains more than one **Heart and Circulatory Malfunction** as a result of the same **Work Event**, benefits will be paid for the covered loss for which the largest available benefit is payable.

Aggregate Limit	The maximum amount that can be paid to a Firefighter, Part-Time Firefighter, or Volunteer Firefighter as a result of a Heart and Circulatory Malfunction is \$290,000.00
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No more than the Aggregate Limit specified above will be paid for all covered losses suffered by a **Participant** as the result of any one **Heart and Circulatory Malfunction** or series of related **Heart and Circulatory Malfunctions**, as specified above.

Please read these and the Exclusions, Coverage Provisions/Conditions and other provisions in order to understand all of the terms, conditions and limitations applicable to these benefits and coverage.

Benefits

Class	Coverage Conditions	Applicable Benefits
1	A medical exam reveals a Firefighter, Part-Time Firefighter, or Volunteer Firefighter has a Heart and Circulatory Malfunction during or within forty-eight (48) hours after a Work Event	\$4,640 lump sum payment and either of benefit 2, 3 or 4 listed below where applicable.

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2	A Firefighter, Part-Time Firefighter, or Volunteer Firefighter makes a physician or emergency room visit and is hospitalized for up to 48 hours for a covered Heart and Circulatory Malfunction	\$1,740 per week, for up to 7 weeks
3	A Firefighter, Part-Time Firefighter, or Volunteer Firefighter makes a physician or emergency room visit and is hospitalized for more than 48 hours for a covered Heart and Circulatory Malfunction	\$2,320 per week, for up to 25 weeks
4	A Firefighter, Part-Time Firefighter, or Volunteer Firefighter who has been determined to be Totally and Permanently Disabled due to a Heart and Circulatory Malfunction that prohibits him or her from returning to employment in a position they are trained for or could reasonably be trained to perform	\$2,900 per week, for up to 80 weeks

Additional Benefits

Coverage Conditions	Applicable Benefits
Payment made on behalf of a Firefighter, Part-Time Firefighter, or Volunteer Firefighter to a qualified organization where the Firefighter, Part-Time Firefighter or Volunteer Firefighter requires rehabilitative employment services for a covered Heart and Circulatory Malfunction to return to gainful employment	Up to \$29,000 for services
Payment made to a Firefighter, Part-Time Firefighter, or Volunteer Firefighter who incurs associated reasonable costs from a qualified surgeon for cosmetic disfigurement from a covered Heart and Circulatory Malfunction	Up to \$11,600 payment
If the covered Heart and Circulatory Malfunction is diagnosed as terminal, the Firefighter, Part-Time Firefighter, or Volunteer Firefighter shall receive an accelerated payment toward the benefit set out in Class 2, 3, or 4 Benefits above. This does not increase the benefit	Up to \$29,000 lump sum payment
A medical exam reveals a Full-Time Firefighter, Part-Time Firefighter, or Volunteer Firefighter has a heart or circulatory issue other than hypertension and angina that is a covered Heart and Circulatory Malfunction . <u>Coverage Provisions/Conditions</u> No. 4 and 5 do not apply to this coverage [work event or within 48-hours thereof is not required for this benefit].	Out-of-pocket expenses up to \$2,060 annually associated with the diagnosis and necessary medical treatment

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EXCLUSIONS

In addition to any benefit-specific exclusion, benefits will not be paid for any **Heart and Circulatory Malfunction**, or for any claimed loss or expense occurring, arising or resulting from:

1. Intentionally self-inflicted injury, suicide, or any self-inflicted injury or suicide attempt.
2. Commission of or an attempt to commit a felony or an assault.
3. Commission of or active participation in a riot or insurrection.
4. Any act of declared or undeclared war unless specifically provided by this Coverage.
5. Release of nuclear energy by any person, no matter whether or not this is done intentionally or unintentionally; lawfully or unlawfully.
6. Active duty service in the military, armed forces, Navy, or Air Force of any country.
7. Travel or activity outside the contiguous United States.
8. Flying in, boarding, or alighting from an aircraft or any craft designed to fly above the earth's surface:
 - a. Being flown by the **Participant** or in which the **Participant** is a member of the crew, except where such activity is solely associated with a **Work Event**;
 - b. Being used for:
 1. crop dusting, spraying, or seeding, giving and receiving flying instruction, sky writing, sky endurance tests, stunt or acrobatic flying.
 2. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on); designed for flight above or beyond the earth's atmosphere; including an ultra-light or glider;
 3. the purpose of parachuting or skydiving;
 4. any military authority, except an aircraft used by the Air Mobility Command;
 5. travel in any aircraft owned, leased, operated or controlled by any **Participant**. An aircraft will be deemed to be "controlled" by a **Participant** if the aircraft may be used at the **Participant's** wish for more than 10 straight days, or more than 15 days in any year.
9. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, (including exposure, whether or not accidental, to viral, bacterial or chemical agents) whether the loss results directly or indirectly from the treatment except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated substances.
10. Medical or surgical treatment, diagnostic procedures, administration of anesthesia, or medical mishap or negligence including malpractice unless it occurs during treatment of injuries sustained in a covered **Heart and Circulatory Malfunction**.
11. Voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a physician and taken in accordance with the prescribed dosage.
12. **Participant** intoxication. The **Participant** is conclusively deemed to be intoxicated if the level in his blood exceeds the amount at which a person is presumed, under the law of the locale in which the **Heart and Circulatory Malfunction** occurred, to be under the influence of alcohol or drugs if operating a motor vehicle, regardless of whether he or she is in fact operating a motor vehicle when the injury occurs. An autopsy report from a licensed medical examiner, law enforcement officer's report, or similar items will be considered proof of the **Participant's** intoxication.

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13. Participation in any motorized race or contest of speed.
14. Participation in any sports activity not specifically authorized, sponsored and supervised by the **Employer** of the **Participant**, whether or not it takes place on the **Employer's** premises, including but not limited to snowboarding, skateboarding, motorcycle racing, or racing a rocket-powered, jet-propelled or nuclear-powered vehicle.
15. Participation in any team sport or any other athletic activity except participation that is part of an on-duty training activity that is authorized, sponsored and supervised by the **Employer** of the **Participant**.

COVERAGE PROVISIONS/CONDITIONS

The following provisions and conditions apply and must be met in order for a **Participant** to be eligible for benefits hereunder:

1. All **Firefighters, Part-Time Firefighters** or **Volunteer Firefighters** must be scheduled twice annually with the Administrator and a **Contribution** must be paid based on the census in order to be eligible to receive a benefit payment under this coverage form. Newly eligible **Firefighters, Part-Time Firefighters** or **Volunteer Firefighters** must be reported on the first census after they have been certified as eligible.
2. Prior to the **Work Event** that results in a **Heart and Circulatory Malfunction** and after the **Firefighter or Part-Time Firefighter** was granted employment or **Volunteer Firefighter** was accepted by an **Employer**, the **Firefighter, Part-Time Firefighter, or Volunteer Firefighter** must have undergone a medical examination that would reasonably have found an illness or injury that could have caused the **Heart and Circulatory Malfunction**.
3. The **Firefighter or Part-Time Firefighter** has at least five (5) years of continuous, full-time employment as a **Firefighter** with an **Employer**; except a **Volunteer Firefighter**, who must have five (5) years of continuous service with the same **Employer**.
4. A physician's diagnosis of the **Heart or Circulatory Malfunction** began during or within forty-eight (48) hours after a **Work Event**.
5. **Heart and Circulatory Malfunction** must result from a **Work Event**.
6. The Benefits and Additional Benefits under this Coverage Plan Document shall be offset by any payments received from any return to gainful employment, the Fire and Police Pension Association, Social Security, Workers' Compensation, any retirement plan, or any other **Employer**-paid income benefits that are made as a result of the **Heart and Circulatory Malfunction**. These offsets apply only from the date of the determination of entitlement for the payments and do not require the repayment of any money received prior to the determination.
7. Eligible **firefighters, part-time firefighters** or **volunteer firefighters** who smoked a **tobacco product** within the five (5) years immediately preceding the **work event** will have their overall benefits reduced by 25 percent.
8. The Benefits and **Aggregate Limit** payment contained in this Coverage Plan shall be increased by the same percentage and at the same time as any Fire and Police Pension Association increases in the benefits paid to its members pursuant to C.R.S. Section 31-31-407.
9. The receipt of a payment pursuant to a specific Benefits Class of the Coverage Plan does not prohibit the **Firefighter, Part-Time Firefighter, or Volunteer Firefighter** from receiving a higher benefit level where

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they qualify. The higher benefit level payment will be offset by payments made at the lower benefit level and not added to the other class of benefit.

10. If a **Firefighter, Part-Time Firefighter, or Volunteer Firefighter**, where released by their Physician to unrestricted duty, returns to the same position of employment after a **Heart and Circulatory Malfunction**, the **Firefighter** is entitled to the benefits under this Coverage Plan for any subsequent **Heart and Circulatory Malfunctions**.
11. Class 4 Benefits for a **Firefighter, Part-Time Firefighter, or Volunteer Firefighter** who has been deemed **Totally and Permanently Disabled** by a **Participant**-selected Accredited Level II Physician after determining that total and permanent disability exists shall commence for four (4) weeks upon completion of this first evaluation. A second Accredited Level II Physician selected by the Trust Claims Administrator must then perform a second evaluation to commence a second four (4) weeks of benefit payments, regardless of outcome. Where the second evaluation does not confirm the findings of the first evaluation, the **Participant** and Trust Claims Administrator must agree upon a third Accredited Level II Physician and be evaluated for consideration of future Class 4 benefit level payments.
12. Any one period of disability which is caused by more than one malfunction will be considered to have resulted from only one cause.
13. This coverage is excess over any other coverage that is available to the **Participant**.

CLAIM PROVISIONS

Notice of Claim

As the claim is formally established as a liability owed to the **Participant** by the **Employer** and where the rules for a qualifying claim are very specific, the **Participant** must work with the **Employer** to substantiate a valid claim by voluntarily providing necessary qualifying information with the **Employer** by written or authorized electronic/telephonic notice of claim. This notice of claim must be given to the Trust Claims Administrator through the **Employer** within 31 days after a **Heart and Circulatory Malfunction** for which benefits are sought occurs, or the eligibility is reviewed with the **Employer**. If written or authorized electronic/telephonic notice is not given within this 31-day period, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible.

Notice must be given to the **Employer**, which must contact the Trust Claims Administrator at:

Colorado Firefighter Heart & Cancer Benefits Trust
c/o McGriff, Seibels & Williams, Inc.
P.O. Box 1539
Portland, OR 97207
First Report –Toll Free: 844-769-6650
First Report – Fax: 503-943-6622

Notice should include the **Employer's** name, coverage number, and the **Participant's** name, address, contact information, date of event, medical facility, and attending physician along with a Release of Information and Waiver form.

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Claim Forms

We will send claim forms for filing proof of loss upon receiving notice of a claim. If such forms are not sent within 15 days after the Trust Claims Administrator receives notice, the proof requirements will be met by submitting, within the time fixed in this Coverage Plan for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made. Claim forms are also available at cfhtrust.com.

Participant Cooperation Provision

Failure of a **Participant** to cooperate in the administration of the claim may result in the termination of the claim. Such cooperation includes but is not limited to: providing any information or documents needed to determine whether benefits are payable, or the actual benefit amount due.

Proof of Loss

Proof of loss must include diagnoses documentation furnished by a physician and supported by clinical, radiological, histological, pathological, and/or laboratory evidence. It may also include one or more of the following: an emergency room statement, hospital admission and release, a hospital transcript, or other proof of hospital utilization. If it is not reasonably possible to give proof of claim within 90 days after the date of the accident for which a benefit is claimed or date of covered loss for which a benefit is claimed, it must be given no later than one year after the time proof of claim is required. These time limits will not apply during any time period the **Participant** or his or her authorized representative lacks the legal capacity to give proof of claim.

We have the right to require as part of the proof of loss;

- a. the **Participant's** signed statement identifying all other income benefits; and
- b. satisfactory proof that the **Participant** has applied for all other income benefits which are available.

After submitting proof of loss, the **Participant** will be required to apply for and pursue any and all sources of disability income except any retirement benefits which the participant may only receive on a reduced basis.

Time of Payment of Claims

We will pay the weekly benefit due:

- a. every two weeks, 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.

Any benefits due will be paid when the Trust Claims Administrator receives written (or authorized electronic or telephonic) proof of loss. A Class 4 Claim will commence payments for 30 days upon a first determination by a certified disability specialist, and for an additional 30 days for a second determination, regardless of outcome. A third determination to substantiate a Class 4 Claim is needed to continue the benefit level or it gets reduced to a Class 3 Benefit and adjusted to that level for the remainder of the term.

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Payment of Claims

All benefits will be paid in United States currency to the **Participant**.

Legal Actions

No action at law or in equity will be brought to recover benefits under this Coverage Plan less than 60 days after satisfactory proof of loss has been furnished as required by this Coverage Plan or until such time that the Trust Claims Administrator, Trust Claims Committee, and the Trustees have each have had 20 days to review the issues involved without reaching an acceptable resolution. No such action will be brought after expiry of the applicable statute of limitations from the time proof of loss is required to be furnished under this Coverage Plan.

ADMINISTRATIVE PROVISIONS

Changes to This Contract

This Coverage Plan and the Trust Agreement make up the entire contract between the **Participants** and the Trust. In the absence of fraud, all statements made by the **Participants** or any **Employer** or **Participant** will be considered representations and not warranties. No written statement made by a **Participant** will be used in any contest unless a copy of the statement is furnished to the **Participant** or personal representative. No change in this Coverage Plan will be valid until approved in accordance with the provisions of the Trust Agreement governing amendments to the Coverage Plan. The approval must be noted on or attached to this Coverage Plan. No party may change this Coverage Plan or waive any of its provisions.

Coverage Effective Date and Termination Date

We may terminate coverage on or after the first anniversary of the coverage effective date, and the **Employer** may terminate coverage on any contribution due date. Written or authorized electronic notice must be given at least 90 days prior to such contribution due date. Termination will not affect a claim for benefits that is the result, directly and independently of all other causes, of a covered **Heart and Circulatory Malfunction** that occurs while coverage was in effect.

Clerical Error

Clerical error, whether by the **Participant**, **Employer**, or the Trust will not deny or void the coverage of any eligible **Participant** that would otherwise have been in effect, nor extend the coverage if that coverage would have otherwise ended or been reduced as provided in this Coverage Plan.

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Payment in Error

If an erroneous benefit payment is made by or on behalf of the Coverage Plan, the Coverage Plan may require the **Participant**, the provider of services, or the ineligible person to refund the amount paid in error. The Coverage Plan reserves the right to correct payments made in error by offsetting the amount paid in error against any future benefit payments and new claims. The Coverage Plan also reserves the right to take legal action to correct payments made in error.

Refund for Non- Reimbursed Payments by DOLA

Any payments made to the Trust by an Employer that were eligible for reimbursement under C.R.S. Part 3 of Article 5 of Title 29 and are later not reimbursed due to a shortfall in the available funding shall be returned within 30 days upon confirmation by the Trust.

Conformity with Law

This Coverage Plan Document shall conform with any determination made by an appropriate jurisdiction regarding changes to the **Firefighters Heart and Circulatory Malfunction** benefits payable under C.R.S. Part 3 of Article 5 of Title 29.