

# Section IX



Accident Indemnity

Fund Rules

## **SECTION I - Membership**

1. Any person eighteen (18) years of age who is a citizen of the United States, of good moral character and good general health, who at the time of the application for Membership is not suffering from any disability due to disease or injury or acute or chronic affliction, not over sixty-five years of age who is a member of a Volunteer or Paid Fire Department in good standing in the Illinois Firefighters Association, Incorporated, shall be entitled to a membership in this fund. Provided, however, that no person, who for a period of two (2) years prior to the adoption of this Act, has been a member of the Indemnity Fund, in good standing in his/her local Department, shall be denied membership herein because of age.

2. The Members of the Indemnity Board shall consist of the President, First Vice-President, and Secretary/Treasurer of the Association.

3. The President of the Association shall be the Chairman of the Indemnity Board but shall have no vote in approving claims brought before the Board, except in case of a tie vote; the Secretary/Treasurer of the Association shall be the Secretary/Treasurer of the Indemnity Board.

## **SECTION II**

### **How Membership Is To Be Secured**

1. The Secretary of each of the several Fire Departments in good standing in the Illinois Firefighters Association, Incorporated, shall within thirty days after the adoption of this Act submit to the Secretary/Treasurer of the Indemnity Board the certified list of all persons who are now members of the Indemnity Fund and of those persons who desire to become members of the New Indemnity Fund.

2. The Secretary/Treasurer of the Indemnity Board shall, upon receipt of such certified copy of persons mentioned in Section 1, Paragraph 1, transmit to the Secretary of said Department an Application Blank in duplicate for said Department. Which Application Blank shall be signed by each person desiring membership herein and the Secretary of said Fire Department shall then mail said Application Blank to the Secretary/Treasurer of the Indemnity Board.

3. Upon receipt of said Application, the Secretary/Treasurer of the Indemnity Board shall examine the same; and if upon his/her examination, he/she believes the matters and things set forth in said Application are true, he/she shall transmit to the said Secretary of said Fire Department a Membership. In the event the Application

does not meet with the approval of the Secretary/Treasurer of the Indemnity Board, said Secretary/Treasurer shall notify the Secretary of said Fire Department of the cause of rejection and request said Secretary to make further answer of such interrogations as the Secretary/Treasurer deems necessary. In the event the Secretary/Treasurer of the Indemnity Board is not satisfied with or does not approve the answer of such interrogations, he/she shall submit in writing his/her reasons for withholding Membership, to the Members of the Indemnity Board for their consideration. If upon examination of said Application and interrogations by the Indemnity Board, they decide said Application is in proper form and each person desiring membership is entitled to membership, they shall order that Membership be issued by the Secretary/Treasurer of the Indemnity Board.

4. In the event the Indemnity Board decides that the Application is not in proper form, they shall reject said Application and notify the Secretary of the said Fire Department of such rejection within (5) days.

5. In the event the application is in proper form, but objection is made to granting membership to any person or persons whose name or names appear upon said Application, the Board shall notify the Secretary of said Department of such fact and shall issue a Membership for the Department which shall not bear the names of the person or persons under objection.

6. Every application for Membership in this Indemnity Fund shall be in such form as the Indemnity Board may prescribe, and shall set forth over the signature of the applicants as follows: That each applicant is a member of the Fire Department of said town, city, or village either paid or volunteer and any and all such facts as may be required by the Indemnity Board.

7. Each application shall be signed by the chief officer of said Fire Department and the Secretary thereof.

8. Every Application for Membership in this Indemnity Fund shall be in such form as the Indemnity Board may prescribe, and shall set forth over the signatures of the applicants as follows: The name of the Fire Department, its Secretary, Assistant Chief and Chief, the number of paid or full-time firefighters, the number of active volunteers on date of application; the signature of each applicant with his/her post office address and the full name and address of the person or persons to whom he/she desires, in case of death, to have his/her indemnity paid; also the relation which such person or persons sustain to

him/her (which person or persons must be related to or dependent upon the applicant) together with such statement or declaration and the answers to such other questions as the Indemnity Board may deem it necessary to require or propound, and every answer and statement made in the Application for Membership in this Indemnity Fund shall be considered and shall be a warranty of such answer and of the truth thereof.

9. No person or persons shall become or be considered a member of this Indemnity Fund nor shall the Indemnity Board be authorized to pay indemnity to any person or persons, until and unless a Membership has been issued in the Fire Department of which said person or persons is a member and the name of said person or persons actually appear upon said Membership listing.

10. Any Fire Department, after the original Membership has been issued to it, shall have the right to make application for additional members out of said Department and said application shall be in the form prescribed by the Indemnity Board. Upon acceptance by the Indemnity Board, all additional members shall be considered in the same manner as the members appearing on the original Membership; provided, however, the applicant pays his/her share of the pro rata assessments as listed under Section 5 and provided further that any member who having dropped the indemnity protection in his/her local Department by failure to pay his/her pro rata assessment, when due, desires to make application for reinstatement in the Indemnity Fund must pay all assessments he/she was in arrears at the time he/she dropped the protection, plus a fee of \$1.00 as a reinstatement fee which must accompany his/her application.

11. It shall be the responsibility of each respective Fire Department to designate a Resident Secretary of the Fire Department who shall coordinate the affairs of the Department as they relate to the Indemnity Fund. Said Resident Secretary shall file with the Indemnity Fund Secretary an application listing the names of his/her Department members who desire protection in the Indemnity Fund and claims shall be allowed only to those names on said file in the Indemnity Fund Secretary's office. Said Resident Secretary shall receive all assessments of the Department in the manner provided for by said Department, and shall remit same to the Secretary of the Indemnity Board; said Resident Secretary shall not be an agent of the Association but only a representative of the Fire Department in which he/she is Resident Secretary.

12. A member accidentally injured, as provided under

Section 24, shall give immediate notice of such injury to the Chief or Resident Secretary of his/her Department. The member accidentally injured, as provided under Section 24, shall complete a report of accident form (See Attachment #1) and send said report of accident form to the Secretary of the Indemnity Board by certified mail with a return receipt requested. The Secretary of the Indemnity Board, upon receipt of the report of accident form, shall file same and shall then immediately send a Claim Blank (see Attachment #2) to the member accidentally injured. Failure of the member accidentally injured to report the accident to the Secretary of the Indemnity Board within thirty (30) days from the date of the accident shall constitute a waiver of a claim and the injured member shall forfeit all his/her right to recover from the Indemnity Fund. In the event the member is physically or mentally incapacitated to the point he/she is unable to file a claim within the time herein allowed, the time shall be extended in a duration equal to the period of such disability. The Claim Blank shall be completed by the member accidentally injured, attested by the Resident Secretary of his/her Department or in the alternative the Chief of the respective Fire Department in the event that the Resident Secretary is unavailable, unwilling to act or to properly act regarding said Notice, and returned to the Secretary of the Indemnity Board by certified mail with a return receipt requested. If for any reason the Resident Secretary of the Department of the member accidentally injured refuses or neglects to attest the Claim Blank, the member accidentally injured shall forward the Claim Blank with a notation of the fact of the refusal or neglect by the Resident Secretary of his/her Department to the Chief of the Fire Department to act in the place of the Resident Secretary.

13. At the termination of disability, which is the day the injured member returns for either actual fire house, or other duty that is then assigned him/her by his/her commanding officer, the person returning to duty shall notify the Resident Secretary and the Secretary of the Indemnity Board. If the injured member is a volunteer firefighter, the indemnity protection ceases when he/she returns to his/her regular vocation. The Resident Secretary shall promptly notify the Secretary of the Indemnity Board when a firefighter who has received benefits from the Indemnity Fund returns to either actual fire house or other duty, or in the case of a volunteer firefighter returns to his/her regular vocation.

14. The Indemnity Claim Blank shall be in such form as the Indemnity Board may prescribe and shall set forth over the signature of the injured person, his/her full name, place of residence, post office address, the name of the department

to which he/she belongs, his/her occupation if a volunteer, the time and place said injury was received, names of any persons present at such time, the attending physician's name, and his sworn statement, and the nature of the injury.

15. Said Indemnity Claim Blank shall be signed by the Resident Secretary of the Department of which said person is a member, or in the absence of the Resident Secretary, said Indemnity Claim Blank shall be signed by the Chief of said Department. Should the Secretary, or in his absence the Chief, refuse, fail, or neglect to sign the Indemnity Claim Blank within five (5) days after presented to him/her, the injured person shall submit to the Secretary of the Indemnity Board the Claim Blank completed as best as possible without such signature and advise the Secretary of the Indemnity Board concerning his/her failure to secure the required signatures. Upon receipt of the Indemnity Claim Blank, properly completed aforesaid, the matter shall constitute a Claim for Indemnity.

16. All claims must be approved by a Majority of the Indemnity Board, of three members; the Chairman as ex-officio member of the Board will have no vote except in the case of a tie.

17. If in the opinion of the Secretary/Treasurer, the claim is not in proper form or he/she believes the Claimant is not entitled to Indemnity, he/she shall transmit to the Claimant a "Notice of Claim Pending."

18. It shall be the duty of the Indemnity Board to make a complete investigation of all matters relative to said claim and they are authorized to require any member of this fund to make a sworn statement covering any material matters that have come to their knowledge concerning said claim. After having completed their investigation, the Board shall advise the Claimant as to the merits of said claim and such advice shall be impartial and based upon the facts as found by the Board.

19. The Board shall confer with the Claimant and receive the statement of the Claimant in any disputed claim, and any Claimant shall have the right to take his/her case before the Board if he/she believes his/her case has not been properly adjusted.

20. After hearing all evidence, the Board shall take a vote on the question of allowing the claim and the majority vote shall decide the question.

21. After the vote has been taken by the Board, its

decision shall be final and no appeal shall be taken from the decision of the Board.

22. All claims approved for total disability of seven (7) or more days shall be at the rate of Ten Dollars (\$10.00) per day, provided, however, that the total amount paid shall in no event exceed Three Thousand Dollars (\$3,000.00), and provided further, that in no event shall the recurrence of disability resulting from an injury for which compensation has been paid be extended in the aggregate to more than Three Thousand Dollars (\$3,000.00). In computing the amount due in any recurrence of disability due to an injury, the amount first paid shall be added to the amount due on such recurrence of disability and the total sum of such amount shall in no event exceed the amount of Three Thousand Dollars (\$3,000.00). In case of death resulting from accident or injury as set forth under Paragraph 24 below, the amount of Three Thousand Dollars (\$3,000.00) shall be paid to the person designated as beneficiary by the deceased; and, if there is no beneficiary named, an amount not to exceed Two Hundred Dollars (\$200.00) shall be paid to defray funeral expenses, provided the deceased has not already drawn the full amount of Three Thousand Dollars (\$3,000.00) for any injury that afterwards results in death. (Death from any cause as listed in Paragraph 24 now pays \$3,000.00).

23. Injury must cause at least seven (7) consecutive calendar days total disability. The date the disability occurs to be counted as the first (1st) day of said disability. The words total disability meaning totally disabled from performing his/her usual vocation. Nothing is paid for hospitalization or medical service.

24. Injuries sustained by a member in the course of his/her activities while on duty at a fire or other emergency including responding to and returning from are compensable under this Indemnity Plan at the then prevailing rates provided:

1. That if such involves a strain or rupture such as a hernia, hemorrhage, apoplexy, heart trouble, paralysis, and other like type injuries involving the sudden and unexpected breaking of some portion of the internal structure of the body or the failure of some essential function of the body, then notification shall be given to the Resident Secretary within 24 hours of said injury and the Claimant shall be examined by a licensed physician within 24 hours of said injury who shall concur that said member's injury was sustained in the course of duty.

2. That at the time of injury the member is under the direction of the Fire Chief, Fire Officer, or other member in charge including appropriately designated city officials such as City Manager or Mayors.
  - a. Injuries sustained by a member whether paid or volunteer in the course of his/her activities while on duty whether involved in a normal tour of duty or drill or other departmental function excluding social functions are compensable under this Indemnity Plan at the then prevailing rates.

25. The Indemnity Board shall administer the provisions of this Act and shall have the power to regulate same, make its proper regulations from time to time as the necessity appears. The Indemnity Board shall act as arbitrators and have the final say in any contested claim and there shall be no appeal from the decision of the Board.

26. The Indemnity Board shall hold at least two regular meetings each year. One meeting to be held at the Conference City during the regular Conference of the Illinois Firefighters Association, Incorporated; the other meeting to be held as announced.

### **SECTION III**

1. The Membership of any Department shall be subject to cancellation and shall be revoked for cause, or if any Fire Department fails or neglects to pay the assessments within 30 days from the date of call.
2. For any Department to be reinstated after Cancellation of Membership, it shall be required of said Department to pay all delinquent assessments.
3. A Cancellation of Membership shall deprive all members of said Department from the benefits of this fund, and no persons shall be eligible for indemnity for injury occurring during the period of such cancellation.

### **SECTION IV**

1. The Secretary/Treasurer of the Indemnity Board shall keep a record of all Departments paying assessments and of all receipts and disbursements of the funds made by him, and is to make a public report of same to the Association and its Auditing Committee at each Annual Conference.

## **SECTION V**

1. Assessment shall be levied in the manner following:
  - a. Members of Departments in cities and villages of not more than 3,000 population pay .20 cents for each member on each assessment, the minimum assessment to be \$4.00.
  - b. Members of Departments in cities and villages of more than 3,000 population and not more than 10,000 population shall pay .25 cents for each member on each assessment, the minimum assessment to be \$5.00.
  - c. Members of Departments in cities of more than 10,000 population and not more than 20,000 population shall pay .35 cents for each member on each assessment, the minimum assessment to be \$7.00.
  - d. Members of Departments in cities of more than 20,000 population and not more than 30,000 population shall pay .40 cents for each member on each assessment, the minimum assessment to be \$8.00.
  - e. Members of Departments in cities of more than 30,000 population and not more than 40,000 population shall pay .45 cents for each member on each assessment, the minimum assessment to be \$9.00.
  - f. Members of Departments in cities of more than 40,000 population and not more than 50,000 population shall pay .50 cents for each member on each assessment, the minimum assessment to be \$10.00.
  - g. Members of Departments in cities of more than 50,000 population and not more than 60,000 population shall pay .55 cents for each member on each assessment, the minimum assessment to be \$11.00.
  - h. Members of Departments in cities of more than 60,000 population and not more than 70,000 population shall pay .60 cents for each member on each assessment, the minimum assessment to be \$12.00.
  - i. Members of Departments in cities of more than 70,000 population and not more than 80,000 population shall pay .65 cents for each member on each assessment, the minimum assessment to be \$13.00.
  - j. Members of Departments in cities of more than 80,000 population and not more than 90,000 population shall pay .70 cents for each member on each assessment, the minimum assessment to be \$14.00.

- k. Members of Departments in cities of more than 90,000 population and not more than 100,000 population shall pay .75 cents for each member on each assessment, the minimum assessment to be \$15.00.
- l. Members of Departments in cities of more than 100,000 population and not more than 110,000 population shall pay .80 cents for each member on each assessment, the minimum assessment to be \$16.00.
- m. Members of Departments in cities of more than 110,000 population and not more than 120,000 population shall pay .85 cents for each member on each assessment, the minimum assessment to be \$17.00.
- n. Members of Departments in cities of more than 120,000 population are not eligible.
- o. The figures for population to be taken from the latest official census of the United States Government.

2. To join the Indemnity Fund, send in the amount of one assessment, according to, your latest official census and a list of your members to the Secretary/Treasurer, of the Indemnity Board.

3. Four (4) assessments are always sent out as (1) call, except in an emergency call. There are about seven (7) calls mailed per year.

4. Assessment calls are not sent out at any special time. Calls are sent out according to the amount of accidents that are filed with the Secretary/Treasurer and as the Indemnity Fund needs replenishing to pay the claims.

5. No policies are issued to members of the Indemnity Fund. Claims are paid only to those who are on file in the Office of the Secretary/Treasurer of the Indemnity Fund.

6. A member belonging to two (2) Fire Departments must pay assessments in each Department if they belong to the Indemnity Fund.



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## IFA Web Site [www.illinoisfirefighters.org](http://www.illinoisfirefighters.org)

### Goals:

1. To strengthen line of communication between the Association and its members;
2. To enhance line of communication between the Association and external groups and individuals;
3. To strengthen the Association's position as a leading and pioneering force in the fire service;
4. To enhance benefits of IFA membership, real and perceived;
5. To enhance opportunity for members to interact with others engaged/interested in the ideas, needs, concerns, challenges, etc. related to their fields;
6. To expand the network system of the Association and its members.

### Objectives:

1. To disseminate information/data to members and non-members promptly, accurately, and interestingly;
2. To increase opportunities for membership participation in organization; and,
3. To link members and other site visitors with each other.

## Features of IFA Website

1. IFA History - A decade-by-decade synopsis of the Association's growth, activities and interest with links.
2. Annual Conference - Recap of last annual conference; agenda of tentative upcoming conference with links.
3. Financial Statement - Summary of financial/budget
4. Membership Form - On-line membership application form.
5. Contact the IFA - On-line, e-mail, fax, and mailing address for Association - with links.
6. The Bulletin - Summary of newsletter's last issue.
7. By-laws of the Association, Foundation and Indemnity
8. Other publications - List of other publications available.
9. Kid's Corner - List of fire-service related links for children.
10. Fire Service Links - Links to government agencies, periodicals, association, etc.
11. Training Programs - Summary of IFSI link.

# DON'T MISS OUT ON THE 2018 CONFERENCE

October 18-21, 2018

Urbana, IL

Registration Forms and Brochure  
are available online at

[www.illinoisfirefighters.org](http://www.illinoisfirefighters.org)

or contact IFA Sec/Treas

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