

CHAPTER 696

AN ACT in relation to financial and other benefits to be paid and provided when volunteer firemen are killed or injured in line of duty, constituting chapter sixty-four-a of the consolidated laws

Became a law April 16, 1956, with the approval of the Governor. Passed, by a majority vote, three-fifths being present

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

VOLUNTEER FIREFIGHTERS' BENEFIT LAW

Chapter Sixty-Four-A of the Consolidated Laws

ARTICLE I. Short title; purpose; definitions; miscellaneous (Secs. 1-4).

II. Coverage and benefits (Secs. 5-25).

III. Liability for benefits; insurance (Secs. 30-33).

IV. Procedure (Secs. 40-61).

V. Saving clauses; effective date (Secs. 70-72).

ARTICLE I

Short Title; Purpose; Definitions; Miscellaneous

Section 1. Short title.

2. Purpose.

3. Definitions.

4. Removal of civil liability barriers.

§ 1. Short title. a. This chapter shall be known and may be cited as "volunteer firefighters' benefit law".

b. Reference in this chapter or in any other law to the volunteer firemen's benefit law shall be deemed to mean and refer to the volunteer firefighters' benefit law. The terms "volunteer fireman" or "volunteer firemen" appearing in this chapter shall be deemed to mean "volunteer firefighter" or "volunteer firefighters," respectively. The terms "he," "his," or "him," appearing in this chapter shall be deemed to mean "he or she," "his or her," and "him or her."

§ 2. Purpose. One of the finest traditions of American community life is the service which people render to others without remuneration. Volunteer firefighters have long been in the forefront of this group. In recognition of the unselfish service by these volunteers, government has undertaken to provide for them and their families some measure of protection against loss from death or injuries in line of duty. Over the years there has developed a dual system of benefits when volunteer firefighters are killed or injured. The dual system has caused uncertainty and confusion. This law establishes a new single system of benefits for volunteer firefighters and provides for the administration of such system by the workers' compensation board and the chairman of such board.

It is hereby declared that this chapter is intended to effectuate the objects and purposes of section eighteen of article one of the state constitution and that the relationship between the political subdivision liable for benefits under this chapter and a volunteer firefighter entitled to such benefits is that of employer and employee within the meaning of such provision of the state constitution.

§ 3. Definitions. As used in this chapter:

1. "Volunteer firefighter" means an active volunteer member of a fire company.

2. "Fire company" means:

a. A fire company of a county, city, town, village or fire district fire department, whether or not any such company has been incorporated under any general or special law,

b. A fire corporation incorporated under or subject to the provisions of article ten of the membership corporations law, which is not included within paragraph a above, if such corporation is by law under the general control of, or recognized as a fire corporation by, the

governing board of a city, town, village or fire district, or

c. A fire corporation incorporated under, or established pursuant to the provision of, any general or special law, which is not included within paragraphs a and b above, if such corporation is by law under the general control of, or recognized as a fire corporation by, the governing board of a city, town, village or fire district or Indian reservation.

Any district corporation which has the general powers of and operates as a fire district shall be considered as a fire district for the purposes of this chapter. A "fire department" may be composed of one or more fire companies.

3. "Line of duty" means the performance by a volunteer firefighter as a volunteer firefighter of the duties and activities described in subdivision one of section five of this chapter and the same such duties and activities performed for a specialized team established pursuant to the provisions of section two hundred nine-bb of the general municipal law for which the volunteer firefighter does not receive any remuneration or a gratuity and shall be deemed to include any date of injury as determined by the workers' compensation board pursuant to the provisions of section forty-one of this chapter. The following shall not be deemed to be remuneration or a gratuity: receipt of a training stipend as outlined in section two hundred-aa of the general municipal law; reimbursement of expenses for meals, lodging and actual and necessary travel; the receipt of a mileage allowance in lieu of travel expense; reimbursement of expenses for registration and tuition fees payable under section seventy-two-g of the general municipal law, and the acceptance of transportation, food, drink, shelter, clothing and similar items while on duty or engaged in such activities.

4. "Injury" includes any disablement of a volunteer firefighter that results from services performed in line of duty and such disease or infection as may naturally and unavoidably result from an injury.

5. "Child" includes a posthumous child, a child legally adopted prior to the injury of the volunteer firefighter; and a step-child or

acknowledged child born out of wedlock dependent upon the deceased volunteer firefighter.

6. "Surviving spouse" means the legal spouse of a deceased volunteer firefighter, but shall not include a spouse who has abandoned the deceased. The term "abandoned", as used in this subdivision, means such an abandonment as would be sufficient under section two hundred of the domestic relations law to sustain a judgment of separation on that ground.

7. "Dependent" includes a surviving spouse entitled to receive benefits under this chapter, whether or not actually dependent upon a volunteer firefighter, unless a contrary meaning is clearly intended.

8. "Earning capacity", except as herein provided, means:

a. The ability of a volunteer firefighter to perform on a five-day or six-day basis either the work usually and ordinarily performed by him or her in his or her remunerated employment or other work which for any such worker would be a reasonable substitute for the remunerated employment in which he or she was employed at the time of his or her injury, or

b. The ability of a volunteer firefighter to perform on a five-day or six-day basis either the work usually and ordinarily performed by him or her in the practice of his or her profession or in the conduct of his or her trade or business, including farming, and from which he or she could derive earned income or other work which for any such person would be a reasonable substitute for the profession, trade or business in which he or she was engaged at the time of his or her injury.

Every volunteer firefighter shall be considered to have earning capacity and, if the provisions of paragraphs a and b above are not applicable in any given case, the workers' compensation board, in the interest of justice, shall determine the reasonable earning capacity of the volunteer firefighter with due regard to the provisions of such paragraphs and the work he or she reasonably could be expected to obtain

and for which he or she is qualified by age, education, training and experience. The ability of a volunteer firefighter to perform the duties of a volunteer firefighter, or to engage in activities incidental thereto, may be considered in determining loss of earning capacity, but the inability of a volunteer firefighter to perform such duties or to engage in such activities shall not be a basis of determining loss of earning capacity.

9. "State" includes all territory within the boundaries of the state of New York, including territory which has been or may hereafter be ceded to the federal government or to the United Nations and territory within the boundaries of Indian reservations.

10. "Political subdivision" means a county, city, town, village or fire district.

11. "State fund" means the state insurance fund provided for in article six of the workmen's compensation law.

12. "County plan of self-insurance" means a county plan of self-insurance under article five of the workmen's compensation law.

13. "Insurance carrier" means the state fund, the stock corporations, mutual corporations or reciprocal insurers described in subdivision nine of section thirty of this chapter, a county plan of self-insurance, or a self-insuring political subdivision. For purposes of this chapter, a nonprofit property/casualty insurance company which is licensed pursuant to subsection (b) of section six thousand seven hundred four of the insurance law shall be deemed a stock corporation and a nonprofit property/casualty insurance company which is licensed as a reciprocal insurer pursuant to subsection (c) of section six thousand seven hundred four of the insurance law shall be deemed a reciprocal insurer.

14. "Emergency" includes the search for persons and the search for, and attempts to recover or the recovery of, bodies of persons even though it is possible or is known that all hope of life is gone.

15. "Fund raising activity" means a method of raising funds to effectuate the lawful purposes of a fire company, but shall not include any method prohibited by the state constitution or the penal statutes of this state, public fireworks displays unless conducted in compliance with section 405.00 of the penal law. Such term "fund raising activity" shall not include drills, parades, inspections, reviews, competitive tournaments, contests or public exhibitions, described in paragraphs e and i of subdivision one of section five of this chapter, even though prizes are awarded at such events. Such fund raising activity must comply with all the requirements of section two hundred four-a of the general municipal law.

16. "Minor" or "infant" means a person who has not attained the age of eighteen years.

17. The "workers' compensation rating board" or the "New York workers' compensation rating board" shall have the meaning set forth in section two of the workers' compensation law.

§ 4. Removal of civil liability barriers. 1. (a) Liability protection.

(1) A fire company or political subdivision, including a person acting as an agent thereof, that acts reasonably in donating qualified fire control or fire rescue equipment to a volunteer fire company shall not be liable in civil damages under any state law for personal injuries, property damage, or death proximately caused after the donation by a defect in the equipment.

(2) Any state or local agency, including a person acting as an agent of such an agency, that acts reasonably in administering the distribution of qualified fire control or fire rescue equipment to a volunteer fire company or political subdivision shall not be liable for civil damages under any state law for personal injuries, property damage, or death proximately caused after the distribution by a defect in the equipment.

(b) Exceptions to liability protection. Paragraph (a) of this subdivision shall not apply to a person or agency if:

(1) the defect that proximately causes the injury, damage, or loss

resulted from an act or omission of the person or agency, that constitutes malice, gross negligence, recklessness, or intentional misconduct;

(2) the person or agency is the manufacturer of the qualified fire control or fire rescue equipment; or

(3) the person or agency modified or altered the equipment after it had been recertified by an authorized technician as meeting the manufacturer's specifications.

2. For the purposes of this section the following words and phrases shall have the following meanings:

(a) "Person" means any individual and any governmental or other entity.

(b) "Qualified fire control or rescue equipment" means fire control or fire rescue equipment that has been recertified by an authorized technician as meeting the manufacturer's specifications and has been distributed through a state or local agency to the volunteer fire company.

(c) "Authorized technician" means a technician that has been certified by the manufacturer of fire control or fire rescue equipment to inspect such equipment. The technician need not be employed by the state or local agency administering the distribution of the fire control or fire rescue equipment.

ARTICLE II

Coverage And Benefits

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- 11-b. Hazardous exposures.
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- 11-c*2. Volunteer firefighters; presumption in certain diseases.
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- 22. Revenues and benefits from sources other than this chapter.
- 23. Assignments, exemptions.
- 24. Waiver agreements.
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§ 5. Coverage. 1. The duties and activities in relation to which benefits shall be paid and provided pursuant to this chapter are:

a. Necessary travel to, working at, and necessary travel returning from a fire, alarm of fire, hazardous material incident or other emergency to which his fire department, fire company, or any unit thereof, either has responded or would be required or authorized to respond, including necessary travel during such work or incidental thereto.

b. While, within the state, personally assisting another fire department, fire company, or any unit thereof pursuant to the provisions of section two hundred nine-i of the general municipal law, including,

after his services have been duly accepted, necessary travel to and returning from such work and necessary travel during such work or incidental thereto.

c. While, within the state and pursuant to orders or authorization, performing duties at the firehouse, or elsewhere, directly related to (1) the prevention of fires or other disasters, (2) the investigation of fires or other disasters, (3) the inspection of property for fire hazards or other dangerous conditions, including necessary travel directly connected therewith.

d. While, within this country or in Canada and pursuant to orders or authorization, instructing or being instructed in fire duties, attending a training school or course of instruction for firefighters, or attending or participating in any noncompetitive training program, including necessary travel directly connected therewith, as well as necessary travel to and necessary travel returning from such activity.

e. While, within this country or in Canada and pursuant to orders or authorization, attending or participating in any drill, parade, funeral, inspection or review in which his fire department, fire company, or any unit thereof, is engaged, including necessary travel directly connected therewith, as well as necessary travel to and necessary travel from such activity.

f. While, within the state and pursuant to orders or authorization, attending or working at meetings of his fire department or fire company, or any organized unit thereof, at the firehouse or other regular or special headquarters of the department, company or unit, including necessary travel directly connected therewith other than travel to or returning from such meetings.

g. While, within the state and pursuant to orders or authorization, working in connection with the construction, testing, inspection, repair or maintenance of (1) the firehouse and the fixtures, furnishings and equipment thereof, and (2) the fire fighting vehicles, fire apparatus and equipment used by the fire department, fire company, or other unit

thereof, including necessary travel directly connected therewith other than travel to or returning from such work.

h. While, within the state and pursuant to orders or authorization, working in connection with the construction, testing, inspection, repair or maintenance of the fire alarm system, water supply system, fire well, fire cistern or fire suction pool, used by the fire department or fire company, including necessary travel directly connected therewith, as well as necessary travel to and necessary travel from such activity.

i. While, within this country or in Canada and pursuant to orders or authorization, practicing for, or participating as a contestant or an official in, any competitive tournament, contest or public exhibition conducted for firefighters which is intended to promote the efficiency of the fire department, fire company or any unit thereof, including necessary travel directly connected therewith other than travel to and returning from such practice. The actual rendition of fire or other emergency service shall not be deemed "practicing" within the meaning of this paragraph.

j. While, pursuant to orders or authorization, engaged in the inspection of fire fighting vehicles and fire apparatus prior to delivery under a contract of purchase, or performing duties in relation to the delivery thereof, including necessary travel directly connected therewith, as well as necessary travel to and necessary travel returning from such activity.

k. Necessary travel to, work in connection with, and necessary travel returning from a call for general ambulance service by a member of an emergency rescue and first aid squad which has been authorized to furnish such service pursuant to section two hundred nine-b of the general municipal law, including necessary travel during such work or incidental thereto.

l. While, within this country or Canada and pursuant to orders or authorization, attending a convention or conference of firefighters or fire officers or fire district officers as the authorized delegate or

representative of his or her fire department, fire company or any unit thereof, including necessary travel directly connected therewith, as well as necessary travel to and necessary travel returning from such activity.

m. While, within the state and pursuant to orders or authorization, working in connection with a fund raising activity of his or her fire company, as defined in subdivision fifteen of section three of this chapter including necessary travel directly connected therewith, as well as necessary travel to and necessary travel returning from such activity, but shall not include competitive events in which volunteer firefighters are competitors, such as baseball, basketball, football, bowling, tugs of war, water-ball fights, donkey baseball, boxing, wrestling, contests between bands or drum corps, or other competitive events in which volunteer firefighters are competitors and which involve physical exertion on the part of the competitors.

n. While, within the state and pursuant to orders or authorization, performing work or service leading or directing a youth program established pursuant to section two hundred four-b of the general municipal law, including necessary travel directly connected therewith, as well as necessary travel to and necessary travel returning from such activity. This paragraph shall not be interpreted as providing coverage for participants in such youth programs.

o. While, within the state and pursuant to orders or authorization, performing the duty of pumping out water or any other substance from the basement or other part of a building, including necessary travel directly connected therewith.

p. While, within the state and pursuant to orders or authorization, instructing, supervising, being instructed or participating in a supervised physical fitness class, group session or program for the purpose of promoting or maintaining the performance of their duties as firefighters, as well as necessary travel to and necessary travel from such activity, but shall not include competitive sporting events in which volunteer firefighters are competitors.

2. Benefits shall not be paid and provided pursuant to this chapter in the following instances:

a. Work or service rendered by a volunteer firefighter while on a leave of absence pursuant to either section two hundred-b or section two hundred-c of the general municipal law, unless such work or service is performed pursuant to subdivision one-a of section two hundred-b or subdivision one-a of section two hundred-c of the general municipal law, or pursuant to any other general, special or local law, charter or ordinance or pursuant to the constitution, by-laws, rules or regulations applicable to the fire company or fire department of which he or she is a member.

b. Practice for and participation in any recreational, social, or fund raising activity other than a fund raising activity for which coverage is provided under paragraph m of subdivision one of this section.

c. Work or service rendered by a volunteer firefighter while suspended from duty pursuant to section two hundred nine-1 of the general municipal law, article eight of the village law or pursuant to any other general, special or local law, charter or ordinance or pursuant to the constitution, by-laws, rules or regulations applicable to the fire company or fire department of which he or she is a member.

d. Work or service not rendered as a volunteer firefighter, but rendered as an officer, official or employee of a public corporation or any special district thereof, whether with or without remuneration, even though by law a requirement for such office, position or employment shall be that such officer, official or employee shall have been or must be a volunteer firefighter.

e. Work or service not rendered as a volunteer firefighter, but rendered in the course of his or her employment for a private employer.

f. Work or service not rendered as a volunteer firefighter, but rendered as a civil defense volunteer.

g. Work, service or activities in which the volunteer firefighter has been ordered not to participate.

This subdivision shall not be deemed to enumerate all of the activities engaged in by volunteer firefighters for which mandatory coverage is not provided by this chapter, or to prohibit any of the activities described in this subdivision, or to prevent the securing of insurance pursuant to section four thousand two hundred thirty-seven of the insurance law to cover volunteer firefighters when engaged in activities other than those for which mandatory coverage is provided by this chapter.

§ 6. Volunteer firefighters' benefits; general. If a volunteer firefighter dies from the effects of injury in line of duty, or if such a firefighter shall be injured in line of duty, benefits shall be paid and provided pursuant to this chapter, except that there shall be no liability for such benefits when the injury has been solely occasioned by intoxication of the volunteer firefighter while acting in line of duty or by the wilful intention of the volunteer firefighter to bring about the injury or death of himself or herself or another.

§ 7. Lt. Michael E. Neuner/Timothy Goff memorial death benefit program. In the event of death the benefit shall be known as a death benefit and shall be paid as follows:

1. The reasonable funeral expenses of the deceased volunteer firefighter shall be paid in an amount not exceeding six thousand seven hundred dollars; provided however, that such six thousand dollar maximum shall not apply where a volunteer firefighter dies from injuries received in the line of duty as a direct result of firefighting. If such funeral expenses shall have been paid by a person entitled to benefits under this section or by others, the funeral expenses awarded shall be made payable to such beneficiary or others; otherwise they shall be payable to the undertaker who provided the burial. Funeral expenses

shall be awarded in all death cases.

2. If there be a surviving spouse, to such spouse the lump sum of fifty-six thousand dollars, but if there be no surviving spouse, then to the executor or administrator of the estate of the volunteer firefighter, the lump sum of fifty-six thousand dollars. Such sum shall be in addition to any other benefits provided in this chapter and shall not be diminished by benefits paid to the volunteer firefighter during his or her lifetime. Any money paid to an executor or administrator pursuant to the provisions of this subdivision shall be distributed in the manner provided by the laws of this state for the distribution of the personal property of an intestate decedent. Provided, however, that nothing herein shall be construed as affording a greater benefit for those volunteer firefighters injured prior to the effective date of this act, however the spouse or estate of such firefighter shall continue to be eligible for a benefit in the sum of eleven thousand eighty-four dollars.

3. If there be a surviving spouse and no surviving child of the deceased under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution and no surviving child of any age dependent blind or physically disabled, to such spouse one hundred thirty dollars for each week until remarried, and upon such remarriage the lump sum of thirteen thousand one hundred forty-two dollars.

4. If there be a surviving spouse and a surviving child or children of the deceased under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or a surviving child or children of any age dependent blind or physically disabled, to such spouse ninety-five dollars for each week until remarried, and upon such remarriage the lump sum of nine thousand eight hundred fifty-six dollars; and an additional amount of sixty-three dollars for each week for each such child until the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or until the removal of the

dependency of the blind or physically disabled child or children; in the case of the subsequent death or remarriage of such surviving spouse any surviving child of the deceased firefighter, at the time under eighteen years of age or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or dependent through mental or physical infirmity, shall have his or her benefit increased to ninety-five dollars for each week, and the same shall be payable until he or she shall reach the age of eighteen years or twenty-five years, as the case may be, or until such dependent blind or physically disabled condition shall have been removed; provided that the total amount payable for each week under this subdivision shall in no case exceed two hundred fifty-three dollars per week. Upon statutory termination of payments to all such children, the payments to the surviving spouse shall be increased to one hundred thirty dollars for each week until such spouse remarries, and upon such remarriage, such spouse shall be paid the lump sum of twelve thousand thirty-three dollars.

5. If there be surviving child or children of the deceased under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or a dependent blind or physically disabled child or children of any age, but no surviving spouse, for the support of each such child until the age of eighteen years or twenty-five years as the case may be, or until the removal of the dependency of such blind or physically disabled child or children, ninety-five dollars for each week; provided that the total amount payable for each week under this subdivision shall not exceed two hundred fifty-three dollars per week.

6. If there be no surviving spouse, or child of the deceased under the age of eighteen years, or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or dependent blind or physically disabled child of the deceased of any age, or if the amount payable for each week to the surviving spouse and to children under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or such dependent

blind or physically disabled children shall be less in the aggregate than two hundred fifty-three dollars per week, for the support of grandchildren or brothers and sisters under the age of eighteen years, or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution if dependent upon the deceased at the time of the injury, seventy-nine dollars for each week for the support of each such person until the age of eighteen years or twenty-five years as the case may be, and for the support of each parent or grandparent, of the deceased if dependent upon him at the time of the injury one hundred thirty dollars for each week during such dependency, but in no case shall the aggregate amount payable under this subdivision exceed the difference between two hundred fifty-three dollars and the amount payable for each week as hereinbefore provided to the surviving spouse or for the support of a surviving child or children.

7. If any person under the age of eighteen years is an inmate of any institution and a public charge upon the state or any political subdivision, the benefits allowed hereunder shall be payable to the state or political subdivision to the extent of the reasonable charges for care and maintenance, during the continuance as a public charge in such institution of such beneficiary and until he shall have attained the age of eighteen years. Any sum or sums remaining after such payments shall be distributed as provided in this section.

8. The term "dependent blind or physically disabled", as used in this section in relation to dependent children, means totally blind or physically disabled dependent children whose disablement is total and permanent.

9. All questions of dependency shall be determined as of the time of the injury.

10. The workers' compensation board may in its discretion require the appointment of a guardian for the purpose of receiving benefits payable to a minor child or a dependent blind or physically disabled child. In the absence of such a requirement by such board the appointment of a guardian for such purposes shall not be necessary.

11. In the case of a death of a volunteer firefighter, on or after January first, nineteen hundred seventy-eight and prior to July first, nineteen hundred seventy-eight, that results from services performed in the line of duty, if there be a surviving spouse and no surviving child of the deceased under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution and no surviving child of any age dependent blind or physically disabled, to such spouse two hundred eighty-two dollars for each week until remarried, and upon such remarriage the lump sum of twenty-nine thousand three hundred fifty-four dollars.

12. In the case of a death of a volunteer firefighter, on or after January first, nineteen hundred seventy-eight and prior to July first, nineteen hundred seventy-eight, that results from services performed in the line of duty, if there be a surviving spouse and a surviving child or children of the deceased under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or a surviving child or children of any age dependent blind or physically disabled, to such spouse one hundred fifty-six dollars for each week until remarried, and the additional amount of one hundred thirty dollars for each week for such child or children, share and share alike, until the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or until the removal of the dependency of the blind or physically disabled child or children. In the case of the death of such surviving spouse, the surviving child or children of the deceased firefighter, at the time under eighteen years of age or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or dependent through mental or physical infirmity, shall have his or their benefit increased to two hundred eighty-two dollars for each week, share and share alike, and the same shall be payable until he or they shall reach the age of eighteen years or twenty-five years, as the case may be, or until such dependent blind or physically disabled condition shall have been removed. Upon the remarriage of such

surviving spouse prior to the statutory termination of benefits to all such children, such spouse shall be paid the lump sum of sixteen thousand one hundred forty-five dollars; and the surviving child shall continue to receive weekly payments of one hundred thirty dollars; if there be two surviving children, each shall receive one hundred six dollars per week; and if there be more than two surviving children, they shall receive two hundred eighty-two dollars per week, share and share alike; and the same shall be payable until he or they shall reach the age of eighteen years or twenty-five years, as the case may be, or until such dependent blind or crippled condition shall have been removed. Upon statutory termination of payments to all children, the payments to the surviving spouse shall be increased to two hundred eighty-two dollars for each week until such spouse remarries, and upon such remarriage, such spouse shall be paid the lump sum of twenty-nine thousand three hundred fifty-four dollars. In no event shall the total amount payable for each week under this subdivision exceed two hundred eighty-two dollars.

13. In the case of a death of a volunteer firefighter, on or after January first, nineteen hundred seventy-eight and prior to July first, nineteen hundred seventy-eight, that results from services performed in the line of duty, if there be surviving a child or children of the deceased under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or a dependent blind or physically disabled child or children of any age, but no surviving spouse, for the support of such child or children until the age of eighteen years or twenty-five years, as the case may be, or until the removal of the dependency of such blind or physically disabled child or children, two hundred eighty-two dollars, share and share alike, for each week; provided that the total amount payable for each week under this subdivision shall not exceed two hundred eighty-two dollars per week.

14. In the case of a death of a volunteer firefighter, on or after January first, nineteen hundred seventy-eight and prior to July first, nineteen hundred seventy-eight, that results from services performed in the line of duty, if there be no surviving spouse or child of the

deceased under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or dependent blind or physically disabled child of the deceased of any age, then for the support of grandchildren or brothers and sisters under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution, if dependent upon the deceased at the time of the injury, one hundred six dollars for each week for the support of each such person until the age of eighteen years or twenty-five years, as the case may be, and for the support of each parent or grandparent of the deceased, if dependent upon the deceased at the time of the injury, one hundred sixty-nine dollars for each week during such dependency, but in no case shall the aggregate amount payable under this subdivision exceed two hundred eighty-two dollars per week.

15. In the case of a death of a volunteer firefighter, on or after July first, nineteen hundred seventy-eight and prior to January first, nineteen hundred seventy-nine, that results from services performed in the line of duty, if there be a surviving spouse and no surviving child of the deceased under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution and no surviving child of any age dependent blind or physically disabled, to such spouse four hundred six dollars for each week until remarried, and upon such remarriage the lump sum of forty-two thousand two hundred seventy dollars.

16. In the case of a death of a volunteer firefighter, on or after July first, nineteen hundred seventy-eight and prior to January first, nineteen hundred seventy-nine, that results from services performed in the line of duty, if there be a surviving spouse and a surviving child or children of the deceased under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or a surviving child or children of any age dependent blind or physically disabled, to such spouse two hundred twenty-four dollars for each week until remarried, and the additional amount of one hundred eighty-three dollars for each week for

such child or children, share and share alike, until the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or until the removal of the dependency of the blind or physically disabled child or children. In the case of the death of such surviving spouse, the surviving child or children of the deceased firefighter, at the time under eighteen years of age or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or dependent through mental or physical infirmity, shall have his or their benefit increased to four hundred six dollars for each week, share and share alike, and the same shall be payable until he or they shall reach the age of eighteen years or twenty-five years, as the case may be, or until such dependent blind or physically disabled condition shall have been removed. Upon the remarriage of such surviving spouse prior to the statutory termination of benefits to all such children, such spouse shall be paid the lump sum of twenty three thousand two hundred forty-eight dollars; and the surviving child shall continue to receive weekly payments of one hundred eighty-three dollars; if there be two surviving children, each shall receive one hundred fifty-two dollars per week; and if there be more than two surviving children, they shall receive four hundred six dollars per week, share and share alike; and the same shall be payable until he or they shall reach the age of eighteen years or twenty-five years, as the case may be, or until such dependent blind or crippled conditions shall have been removed. Upon statutory termination of payments to all such children, the payments to the surviving spouse shall be increased to four hundred six dollars for each week until such spouse remarries, and upon such remarriage, such spouse shall be paid the lump sum of forty-two thousand two hundred seventy dollars. In no event shall the total amount payable for each week under this subdivision exceed four hundred six dollars.

17. In the case of a death of a volunteer firefighter, on or after July first, nineteen hundred seventy-eight and prior to January first, nineteen hundred seventy-nine, that results from services performed in the line of duty, if there be surviving a child or children of the deceased under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited

educational institution or a dependent blind or physically disabled child or children of any age, but no surviving spouse, for the support of such child or children until the age of eighteen years or twenty-five years as the case may be, or until the removal of the dependency of such blind or physically disabled child or children, four hundred six dollars, share and share alike, for each week; provided that the total amount payable for each week under this subdivision shall not exceed four hundred six dollars per week.

18. In the case of a death of a volunteer firefighter, on or after July first, nineteen hundred seventy-eight and prior to January first, nineteen hundred seventy-nine, that results from service performed in the line of duty, if there be no surviving spouse or child of the deceased under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or dependent blind or physically disabled child of the deceased of any age, then for the support of grandchildren or brothers and sisters under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution, if dependent upon the deceased at the time of the injury, one hundred fifty-two dollars for each week for the support of each such person until the age of eighteen years or twenty-five years as the case may be, and for the support of each parent or grandparent of the deceased, if dependent upon the deceased at the time of the injury, two hundred forty-four dollars for each week during such dependency, but in no case shall the aggregate amount payable under this subdivision exceed four hundred six dollars per week.

19. In the case of a death of a volunteer firefighter, on or after January first, nineteen hundred seventy-nine, that results from services performed in the line of duty, if there be a surviving spouse and no surviving child of the deceased under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution and no surviving child of any age dependent blind or physically disabled, to such spouse four hundred seventy-seven dollars for each week until remarried, and upon such remarriage the lump sum of forty-nine thousand five hundred sixty-eight

dollars.

20. In the case of a death of a volunteer firefighter, on or after January first, nineteen hundred seventy-nine, that results from services performed in the line of duty, if there be a surviving spouse and a surviving child or children of the deceased under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or a surviving child or children of any age dependent blind or physically disabled, to such spouse two hundred sixty-three dollars for each week until remarried, and the additional amount of two hundred fourteen dollars and fifty cents for each week for such child or children, share and share alike, until the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or until the removal of the dependency of the blind or physically disabled child or children. In the case of the death of such surviving spouse, the surviving child or children of the deceased firefighter, at the time under eighteen years of age or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or dependent through mental or physical infirmity, shall have his or their benefit increased to four hundred seventy-seven dollars for each week, share and share alike, and the same shall be payable until he or they shall reach the age of eighteen years or twenty-five years, as the case may be, or until such dependent blind or physically disabled condition shall have been removed. Upon the remarriage of such surviving spouse prior to the statutory termination of benefits to all such children, such spouse shall be paid the lump sum of twenty-seven thousand two hundred fifty-one dollars; and the surviving child shall continue to receive weekly payments of two hundred fourteen dollars and fifty cents; if there be two surviving children, each shall receive one hundred seventy-eight dollars and seventy-four cents per week; and if there be more than two surviving children, they shall receive four hundred seventy-seven dollars per week, share and share alike; and the same shall be payable until he or they shall reach the age of eighteen years or twenty-five years, as the case may be, or until such dependent blind or crippled condition shall have been removed. Upon statutory

termination of payments to all such children, the payments to the surviving spouse shall be increased to four hundred seventy-seven dollars for each week until such spouse remarries, and upon such remarriage, such spouse shall be paid the lump sum of forty-nine thousand five hundred sixty-eight dollars. In no event shall the total amount payable for each week under this subdivision exceed four hundred seventy-seven dollars.

21. In the case of a death of a volunteer firefighter, on or after January first, nineteen hundred seventy-nine, that results from services performed in the line of duty, if there be surviving a child or children of the deceased under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or a dependent blind or physically disabled child or children of any age, but no surviving spouse, for the support of such child or children until the age of eighteen years or twenty-five years as the case may be, or until the removal of the dependency of such blind or physically disabled child or children, four hundred seventy-seven dollars, share and share alike, for each week; provided that the total amount payable for each week under this subdivision shall not exceed four hundred seventy-seven dollars per week.

22. In the case of a death of a volunteer firefighter, on or after January first, nineteen hundred seventy-nine, that results from services performed in the line of duty, if there be no surviving spouse or child of the deceased under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or dependent blind or physically disabled child of the deceased of any age, then for the support of grandchildren or brothers and sisters under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution if dependent upon the deceased at the time of the injury, one hundred seventy-eight dollars and seventy-four cents for each week for the support of each such person until the age of eighteen years or twenty-five years as the case may be, and for the support of each parent or grandparent of the deceased, if

dependent upon the deceased at the time of the injury, two hundred eighty-six dollars for each week during such dependency, but in no case shall the aggregate amount payable under this subdivision exceed four hundred seventy-seven dollars per week.

31. In the case of a death of a volunteer firefighter on or after July first, nineteen hundred eighty-five, that results from services performed in the line of duty, if there be a surviving spouse and no surviving child of the deceased under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution and no surviving child of any age dependent blind or physically disabled to such spouse six hundred sixty-five dollars for each week until remarried and upon such remarriage the lump sum of sixty-nine thousand one hundred sixty-four dollars.

32. In the case of a death of a volunteer firefighter on or after July first, nineteen hundred eighty-five, that results from services performed in the line of duty, if there be a surviving spouse and a surviving child or children of the deceased under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or a surviving child or children of any age dependent blind or physically disabled, to such spouse three hundred sixty-six dollars for each week until remarried, and the additional amount of three hundred dollars for each week for such child or children, share and share alike, until the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or until the removal of the dependency of the blind or physically disabled child or children. In the case of the death of such surviving spouse, the surviving child or children of the deceased firefighter, at the time under eighteen years of age or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or dependent through mental or physical infirmity, shall have his or her benefit increased to six hundred sixty-five dollars, for each week, share and share alike, and the same shall be payable until he or she or they shall reach the age of eighteen years or twenty-five

years as the case may be, or until such dependent blind or physically disabled condition shall have been removed. Upon the remarriage of such surviving spouse prior to the statutory termination of benefit to all such children, such spouse shall be paid the lump sum of thirty-eight thousand forty dollars and the surviving child shall continue to receive weekly payments of three hundred dollars; if there be two surviving children, each shall receive two hundred fifty dollars per week; and if there be more than two surviving children, they shall receive six hundred sixty-five dollars per week, share and share alike; and the same shall be payable until he or she or they shall reach the age of eighteen years or twenty-five years, as the case may be, or until such dependent blind or physically disabled condition shall have been removed. Upon statutory termination of payments to all such children, the payments to the surviving spouse shall be increased to six hundred sixty-five dollars for each week until such spouse remarries and upon such remarriage such spouse shall be paid the lump sum of sixty-nine thousand one hundred sixty-four dollars. In no event shall the total amount payable for each week under this subdivision exceed six hundred sixty-five dollars.

33. In the case of a death of a volunteer firefighter on or after July first, nineteen hundred eighty-five, that results from services performed in the line of duty, if there be surviving a child or children of the deceased under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or a dependent child or physically disabled child or children of any age, but no surviving spouse, for support of such child or children until the age of eighteen years or twenty-five years as the case may be, or until removal of the dependency of such blind or physically disabled child or children, six hundred sixty-five dollars share and share alike, for each week; provided that the total amount payable for each week under this subdivision shall not exceed six hundred sixty-five dollars per week.

34. In the case of a death of a volunteer firefighter on or after July first, nineteen hundred eighty-five, that results from services performed in the line of duty, if there be no surviving spouse or child

of the deceased under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution, or dependent blind or physically disabled child of the deceased of any age, then for the support of grandchildren or brothers and sisters under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution if dependent upon the deceased at the time of the injury, two hundred fifty dollars for each week for the support of each such person until the age of eighteen years or twenty-five years as the case may be, and for the support of each parent or grandparent of the deceased if dependent upon the deceased at the time of the injury, four hundred dollars for each week during such dependency but in no case shall the aggregate amount payable under this subdivision exceed six hundred sixty-five dollars per week.

43. In the case of a death of a volunteer firefighter on or after July first, nineteen hundred ninety-two, that results from services performed in the line of duty, if there be a surviving spouse and no surviving child of the deceased under the age of eighteen or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution and no surviving child of any age dependent blind or physically disabled, to such spouse eight hundred eighty-seven dollars for each week until remarried and upon such remarriage the lump sum of ninety-two thousand two hundred nineteen dollars.

44. In the case of a death of a volunteer firefighter on or after July first, nineteen hundred ninety-two, that results from services performed in the line of duty, if there be a surviving spouse and a surviving child or children of the deceased under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or a surviving child or children of any age dependent blind or physically disabled, to such spouse four hundred eighty-eight dollars for each week until remarried, and the additional amount of four hundred dollars for each week for such child or children, share and share alike, until the age of eighteen years or under the age of twenty-five years who is enrolled as a full

time student in any accredited educational institution or until the removal of the dependency of the blind or physically disabled child or children. In the case of the death of such surviving spouse, the surviving child or children of the deceased firefighter, at the time under eighteen years of age or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or dependent through mental or physical infirmity, shall have his or her benefit increased to eight hundred eighty-seven dollars, for each week, share and share alike, and the same shall be payable until he or she or they shall reach the age of eighteen years or twenty-five years as the case may be, or until such dependent blind or physically disabled condition shall have been removed. Upon the remarriage of such surviving spouse prior to the statutory termination of benefit to all such children, such spouse shall be paid the lump sum of fifty thousand seven hundred twenty dollars and the surviving child shall continue to receive weekly payments of four hundred dollars; if there be two surviving children, each shall receive three hundred thirty-three dollars per week; and if there be more than two surviving children, they shall receive eight hundred eighty-seven dollars per week, share and share alike; and the same shall be payable until he or she or they shall reach the age of eighteen years or twenty-five years, as the case may be, or until such dependent blind or physically disabled condition shall have been removed. Upon statutory termination of payments to all such children, the payments to the surviving spouse shall be increased to eight hundred eighty-seven dollars for each week until such spouse remarries and upon such remarriage such spouse shall be paid the lump sum of ninety-two thousand two hundred nineteen dollars. In no event shall the total amount payable for each week under this subdivision exceed eight hundred eighty-seven dollars.

45. In the case of a death of a volunteer firefighter on or after July first, nineteen hundred ninety-two, that results from services performed in the line of duty, if there be surviving a child or children of the deceased under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution or a dependent child or physically disabled child or children of any age, but no surviving spouse, for support of

such child or children until the age of eighteen years or twenty-five years as the case may be, or until removal of the dependency of such blind or physically disabled child or children, eight hundred eighty-seven dollars share and share alike, for each week; provided that the total amount payable for each week under this subdivision shall not exceed eight hundred eighty-seven dollars per week.

46. In the case of a death of a volunteer firefighter on or after July first, nineteen hundred ninety-two, that results from services performed in the line of duty, if there be no surviving spouse or child of the deceased under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution, or dependent blind or physically disabled child of the deceased of any age, then for the support of grandchildren or brothers and sisters under the age of eighteen years or under the age of twenty-five years who is enrolled as a full time student in any accredited educational institution if dependent upon the deceased at the time of the injury, three hundred thirty-three dollars for each week for the support of each such person until the age of eighteen years or twenty-five years as the case may be, and for the support of each parent or grandparent of the deceased if dependent upon the deceased at the time of the injury, five hundred thirty-two dollars for each week during such dependency but in no case shall the aggregate amount payable under this subdivision exceed eight hundred eighty-seven dollars per week.

§ 7-a. Date of death benefits. All weekly benefits payable under section seven of this article shall accrue as of the date of death of the volunteer firefighter. In the event that a person or persons entitled to weekly benefits shall die before a determination is made on the merits of their claim, and such determination on the merits is ultimately in their favor, then all weekly benefits due from the date of death of the volunteer firefighter up to the date of death of the person or persons entitled to such weekly benefits shall be paid to the executor or administrator of the estate of such person or persons.

§ 8. Permanent total disability benefits. In the case of total disability adjudged to be permanent the volunteer firefighter shall be paid six hundred dollars for each week during the continuance thereof. Permanent total disability, within the meaning of this section, shall exist only if the earning capacity of the volunteer firefighter has been lost permanently and totally as the result of the injury. The loss of both hands, or both arms, or both feet, or both legs, or both eyes, or any two thereof, shall, in the absence of conclusive proof to the contrary, constitute permanent total disability, but in all other cases permanent total disability shall be determined in accordance with the facts. Notwithstanding any other provisions of this chapter, an injured volunteer firefighter disabled due to the loss or total loss of use of both eyes, or both hands, or both arms, or both feet, or both legs, or any two thereof shall not suffer any diminution of such weekly benefit by engaging in business or employment provided his or her weekly earnings or wages, when combined with his or her weekly benefit shall not be in excess of eight hundred dollars; and further provided that the application of this section shall not result in reduction of benefits which an injured volunteer firefighter who is disabled due to the loss or total loss of use of both eyes, or both hands, or both arms, or both feet, or both legs, or any two thereof would otherwise be entitled to under any other provisions of this article.

§ 9. Temporary total disability benefits. In the case of temporary total disability the volunteer firefighter shall be paid one hundred twenty-five dollars for each week during the continuance thereof; provided, however, that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred seventy-eight to December thirty-first, nineteen hundred seventy-eight, said firefighter shall receive one hundred eighty dollars per week during the continuance thereof; and further provided, that when the volunteer firefighter is injured in the line of duty on or after January first, nineteen hundred seventy-nine to June thirtieth, nineteen hundred eighty-three, said firefighter shall receive two hundred fifteen dollars per week during the continuance thereof; and further provided, that when the volunteer firefighter is injured in the line of duty on or after July first,

nineteen hundred eighty-three to June thirtieth, nineteen hundred eighty-four, said firefighter shall receive two hundred fifty-five dollars per week during the continuance thereof; and further provided, that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred eighty-four to June thirtieth, nineteen hundred eighty-five, said firefighter shall receive two hundred seventy-five dollars per week during the continuance thereof; and further provided, that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred eighty-five to June thirtieth, nineteen hundred ninety, said firefighter shall receive three hundred dollars per week during the continuance thereof; and further provided, that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred ninety to June thirtieth, nineteen hundred ninety-one, said firefighter shall receive three hundred forty dollars per week during the continuance thereof; and further provided, that when a volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred ninety-one to June thirtieth, nineteen hundred ninety-two, said firefighter shall receive three hundred fifty dollars per week during the continuance thereof; and further provided, that when a volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred ninety-two to June thirtieth, two thousand twenty-one, said firefighter shall receive four hundred dollars per week during the continuance thereof; and further provided, that when a volunteer firefighter is injured in the line of duty on or after July first, two thousand twenty-one, said firefighter shall receive six hundred fifty dollars per week during the continuance thereof. Temporary total disability, within the meaning of this section, shall exist only if the earning capacity of the volunteer firefighter has been lost temporarily and totally as the result of the injury. In case of temporary total disability and permanent partial disability both resulting from the same injury, if the temporary total disability continues for a longer period than the number of weeks set forth in the following schedule, the period of temporary total disability in excess of such number of weeks shall be added to the period provided in section ten of this article: arm, thirty-two weeks; leg, forty weeks; hand, thirty-two weeks; foot, thirty-two weeks; ear, twenty-five weeks; eye, twenty weeks; thumb, twenty-four weeks; first finger, eighteen weeks;

great toe, twelve weeks; second finger, twelve weeks; third finger, eight weeks; fourth finger, eight weeks; toe other than great toe, eight weeks. In any case resulting in loss or partial loss of use of arm, leg, hand, foot, ear, eye, thumb, finger or toe, where the temporary total disability does not extend beyond the periods above mentioned for such injury, benefits shall be limited to the schedule contained in section ten of this article.

§ 10. Permanent partial disability benefits. 1. In the case of disability partial in character, but permanent in quality, the volunteer firefighter shall be paid ninety-five dollars for each week for the period specified in this subdivision, provided, however, that when the volunteer firefighter is injured in the line of duty on or after January first, nineteen hundred seventy-eight to June thirtieth, nineteen hundred eighty-three, such payment shall be one hundred five dollars for each week, and further provided that when a volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred eighty-three to and including June thirtieth, nineteen hundred eighty-four, such payments shall be one hundred twenty-five dollars for each week and provided further that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred eighty-four to and including June thirtieth, nineteen hundred eighty-five such payments shall be one hundred thirty-five dollars for each week and provided further that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred eighty-five to and including June thirtieth, nineteen hundred ninety such payments shall be one hundred fifty dollars for each week, and provided further that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred ninety to and including June thirtieth, nineteen hundred ninety-one such payments shall be two hundred eighty dollars for each week, and provided further that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred ninety-one to and including June thirtieth, nineteen hundred ninety-two such payments shall be three hundred fifty dollars for each week, and provided further that when the volunteer firefighter is injured in the line of duty on or after July

first, nineteen hundred ninety-two such payments shall be four hundred dollars for each week, as follows:

(a) Loss of member.

Member lost	Number of weeks
Arm	312
Leg	288
Hand	244
Foot	205
Eye	160
Thumb	75
First finger	46
Great toe	38
Second finger	30
Third finger	25
Toe other than great toe	16
Fourth finger	15

If more than one phalange of a digit shall be lost, the period shall be the same as for the loss of the entire digit. If only the first phalange shall be lost, the period shall be one-half the period for loss of the entire digit. The period for loss or loss of use of two or more digits, or one or more phalanges of two or more digits, of a hand or foot, may be proportioned to the period for the loss of use of the hand or foot occasioned thereby, but shall not exceed the period for the loss of a hand or foot. If an arm or leg shall be amputated at or above the wrist or ankle, the period for such loss shall be in proportion to the period for the loss of the arm or leg. In the case of loss of binocular vision or of eighty per centum or more of the vision of an eye, the period shall be the same as for the loss of the eye.

(b) Loss of hearing. In the case of the complete loss of the hearing of one ear, sixty weeks; for the loss of hearing of both ears, one hundred fifty weeks.

(c) Total loss of use. In the case of permanent total loss of use of a member, the period shall be the same as for the loss of the member.

(d) Partial loss or partial loss of use. Except as above provided in this subdivision, in the case of permanent partial loss or loss of use of a member, the period shall be for the proportionate loss or loss of use of the member. Compensation for permanent partial loss of use of an

eye shall be awarded on the basis of uncorrected loss of vision or corrected loss of vision resulting from an injury whichever is the greater.

(e) Disfigurement. In the case of serious facial or head disfigurement, including a disfigurement continuous in length which is partly in the facial area and also extends into the neck region as described in this paragraph, the volunteer firefighter shall be paid in a lump sum a proper and equitable amount, which shall be determined by the workers' compensation board. If the earning capacity of the volunteer firefighter shall have been impaired, or may in the future be impaired, by any serious disfigurement in the region above the sterno clavicular articulations anterior to and including the region of the sterno cleido mastoid muscles on either side, the volunteer firefighter shall be paid in a lump sum a proper and equitable amount which shall be determined by such board. Two or more serious disfigurements, not continuous in length, resulting from the same injury, if partially in the facial area and partially in such neck region, shall be deemed to be a facial disfigurement. An award, or the aggregate of the awards, to a volunteer firefighter under this paragraph shall not exceed twenty thousand dollars.

(f) Total or partial loss or loss of use of more than one member. In any case in which there shall be a loss or loss of use of more than one member or parts of more than one member set forth above in paragraphs a to e, both inclusive, of this subdivision, but not amounting to permanent total disability, the periods for loss or loss of use of each such member or part thereof shall run consecutively.

(g) Other cases. In all other cases of permanent partial disability the volunteer firefighter shall be paid for each week during the continuance thereof, as follows:

1. If the percentage of loss of earning capacity is seventy-five per centum, or greater, he or she shall be paid ninety-five dollars for each week, provided, however, that when the volunteer firefighter is injured in the line of duty on or after January first, nineteen hundred seventy-eight to and including June thirtieth, nineteen hundred eighty-three, such payment shall be one hundred five dollars for each week provided, however, that when the volunteer firefighter is injured

in the line of duty on or after July first, nineteen hundred eighty-three to and including June thirtieth, nineteen hundred eighty-four, such payment shall be one hundred twenty-five dollars for each week provided, however, that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred eighty-four to and including June thirtieth, nineteen hundred eighty-five such payment shall be one hundred thirty-five dollars for each week, provided, however, that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred eighty-five to and including June thirtieth, nineteen hundred ninety such payment shall be one hundred fifty dollars for each week, provided, however, that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred ninety to and including June thirtieth, nineteen hundred ninety-one such payment shall be two hundred eighty dollars for each week, and provided further that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred ninety-one to and including June thirtieth, nineteen hundred ninety-two such payment shall be three hundred fifty dollars for each week, and provided further that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred ninety-two such payment shall be four hundred dollars for each week;

2. If the percentage of loss of earning capacity is fifty per centum, or greater, but less than seventy-five per centum, he or she shall be paid sixty-three dollars and thirty-three cents for each week, provided, however, that when the volunteer firefighter is injured in the line of duty on or after January first, nineteen hundred seventy-eight to and including June thirtieth, nineteen hundred eighty-three, such payment shall be seventy dollars for each week, provided, however, that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred eighty-three to and including June thirtieth, nineteen hundred eighty-four such payment shall be eighty-three dollars and thirty-three cents for each week, provided, however, that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred eighty-four, to and including June thirtieth, nineteen hundred eighty-five, such payment shall be ninety dollars for

each week, provided, however, that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred eighty-five to and including June thirtieth, nineteen hundred ninety such payment shall be one hundred dollars for each week, provided, however, that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred ninety to and including June thirtieth, nineteen hundred ninety-one such payment shall be one hundred eighty-six dollars and seventy-six cents for each week, provided, however, that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred ninety-one to and including June thirtieth, nineteen hundred ninety-two such payment shall be two hundred thirty-four dollars and fifty cents for each week, provided, however, that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred ninety-two such payment shall be two hundred sixty-eight dollars for each week;

3. If the percentage of loss of earning capacity is twenty-five per centum, or greater, but less than fifty per centum, he shall be paid thirty dollars for each week;

4. If the percentage of loss of earning capacity is less than twenty-five per centum, he or she shall not be paid any weekly benefit. Permanent partial disability, within the meaning of this paragraph, shall exist only if the earning capacity of the volunteer firefighter has been permanently and partially lost as the result of the injury. The workers' compensation board shall determine the degree of such disability and such board may reconsider such degree on its own motion or upon application of any party in interest.

2. An award made to a claimant under this section shall in case of death arising from causes other than the injury be payable to and for the benefit of the persons following:

(a) If there be a surviving spouse and no child of the deceased under the age of eighteen years, to such spouse.

(b) If there be a surviving spouse and surviving child or children of the deceased under the age of eighteen years, one-half shall be payable to the surviving spouse and the other half to the surviving child or

children.

(c) If there be a surviving child or children of the deceased under the age of eighteen years, but no surviving spouse, then to such child or children.

(d) If there be no surviving spouse and no surviving child or children of the deceased under the age of eighteen years, then to such dependent or dependents as defined in section seven of this chapter, as directed by the workmen's compensation board; and if there shall be no such dependents, then to the estate of such deceased in an amount not exceeding reasonable funeral expenses as provided in subdivision one of section seven of this chapter, or, if there be no estate, to the person or persons paying the funeral expenses of such deceased in an amount not exceeding reasonable funeral expenses as provided in such subdivision one.

3. An award for disability may be made after the death of the volunteer firefighter.

§ 11. Temporary partial disability benefits. In the case of temporary partial disability the volunteer firefighter shall be paid for each week during the continuance thereof, as follows:

1. If the percentage of loss of earning capacity is seventy-five per centum, or greater, he or she shall be paid ninety-five dollars for each week, provided, however, that when the volunteer firefighter is injured in the line of duty on or after January first, nineteen hundred seventy-eight to and including June thirtieth, nineteen hundred eighty-three, such payment shall be one hundred five dollars for each week, provided, however, that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred eighty-three to and including June thirtieth, nineteen hundred eighty-four, such payment shall be one hundred twenty-five dollars for each week, provided, however, that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred eighty-four to and including June thirtieth, nineteen hundred eighty-five, such payment shall be one hundred thirty-five dollars for

each week, provided, however, that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred eighty-five to and including June thirtieth, nineteen hundred ninety such payment shall be one hundred fifty dollars for each week, provided, however, that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred ninety to and including June thirtieth, nineteen hundred ninety-one such payment shall be two hundred eighty dollars for each week, provided, however, that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred ninety-one to and including June thirtieth, nineteen hundred ninety-two such payment shall be three hundred fifty dollars for each week, provided, however, that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred ninety-two such payment shall be four hundred dollars for each week;

2. If the percentage of loss of earning capacity is fifty per centum, or greater, but less than seventy-five per centum, he or she shall be paid sixty-three dollars and thirty-three cents for each week, provided, however, that when the volunteer firefighter is injured in the line of duty on or after January first, nineteen hundred seventy-eight to and including June thirtieth, nineteen hundred eighty-three, such payment shall be seventy dollars for each week, provided, however, that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred eighty-three to and including June thirtieth, nineteen hundred eighty-four, such payment shall be eighty-three dollars and thirty-three cents for each week, provided, however, that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred eighty-four to and including June thirtieth, nineteen hundred eighty-five, such payment shall be ninety dollars for each week, provided, however, that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred eighty-five to and including June thirtieth, nineteen hundred ninety such payment shall be one hundred dollars for each week, provided, however, that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred ninety to and including June thirtieth, nineteen hundred ninety-one such payment shall be one

hundred eighty-six dollars and seventy-six cents for each week, provided, however, that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred ninety-one to and including June thirtieth, nineteen hundred ninety-two such payment shall be two hundred thirty-four dollars and fifty cents for each week, provided, however, that when the volunteer firefighter is injured in the line of duty on or after July first, nineteen hundred ninety-two such payment shall be two hundred sixty-eight dollars for each week;

3. If the percentage of loss of earning capacity is twenty-five per centum, or greater, but less than fifty per centum, he shall be paid thirty dollars for each week;

4. If the percentage of loss of earning capacity is less than twenty-five per centum, he or she shall not be paid any weekly benefit. Temporary partial disability, within the meaning of this section, shall exist only if the earning capacity of the volunteer firefighter has been temporarily and partially lost as the result of the injury. The workers' compensation board shall determine the degree of such disability and such board may reconsider such degree on its own motion or upon application of any party in interest.

§ 11-a. Repair or replacement of prosthetic devices. If, as a result of services performed in line of duty, a volunteer firefighter damages or loses any prosthetic devices required to be worn or used by him or her, whether or not he or she is injured, such prosthetic device shall be repaired, or replaced in the discretion of the workers' compensation board, and necessary medical, surgical or other attendance or treatment, nurse and hospital service, in connection therewith shall be furnished, in the same manner as a prosthetic device would be furnished, replaced or repaired and treatment and care provided under the provisions of section sixteen of this chapter. Damage to or loss of a prosthetic device shall be deemed an injury, except that no disability benefits shall be payable with respect to such injury under sections eight, nine, ten and eleven of this chapter. The term "prosthetic device" as used in this section includes an artificial limb, artificial eye, eyeglasses,

contact lens, hearing aid, denture or dental appliance or any surgical appliance required to be worn or used by the volunteer firefighter, but shall not include shoes or any other article considered as ordinary wearing apparel, whether or not specially constructed.

§ 11-b. Hazardous exposures. If, as a result of services performed in line of duty, a volunteer firefighter is exposed to or comes in contact with any poisons, gases, x-rays, radium, radio-active materials or other potentially harmful substances or matter, the chief engineer or other executive officer of the fire department or fire company of which he or she is a member may authorize the volunteer firefighter to obtain such examinations, tests, treatment and care as are immediately necessary to determine whether he or she is injured. Any such authorization may be granted prior to the giving of a notice of injury under this chapter. In any such case, the volunteer firefighter shall be deemed to have been injured and shall be entitled to treatment and care and disability benefits as provided in this chapter.

* § 11-c. Medical examination of volunteer firefighters to detect and identify the human immunodeficiency virus (HIV). 1. Whenever a volunteer firefighter has been exposed to a significant risk of transmission of the human immunodeficiency virus (HIV) while performing services in the line of duty, the executive officer of the fire company of which the volunteer firefighter is a member shall authorize such volunteer firefighter to obtain an appropriate medical examination to determine if such volunteer firefighter has been exposed to or infected with the human immunodeficiency virus (HIV). Such medical examination of a volunteer firefighter shall be authorized within eight hours of notification to the executive officer of the fire company of which such volunteer firefighter is a member of an incident that has created an exposure risk to the volunteer firefighter.

2. Should it be determined by the examining physician or other attending health care worker that a significant risk of transmission has occurred, or should any medical examination conclude that a volunteer

firefighter has been exposed to or infected with human immunodeficiency virus (HIV), then such volunteer firefighter shall be offered counseling and additional testing, as appropriate and consistent with treatment guidelines issued by the commissioner of health. Such counseling may include a discussion of the risk of the transmission of the human immunodeficiency virus (HIV) from the exposure the volunteer firefighter may have experienced and the spectrum of tests commercially available for the prompt and reliable diagnosis of such infection. Information from any such medical examination of a volunteer firefighter shall be confidential information pursuant to article twenty-seven-F of the public health law and shall not be made available to the fire company without the written authorization of the affected volunteer firefighter.

3. Payment for medical examinations, additional testing, treatment services, counseling services, and any other additional services provided pursuant to this section shall be a covered benefit under this chapter.

4. For the purposes of this section, the term "significant risk of transmission" means the alleged conduct or actions taken by a victim or patient or any other action, situation or event that occurs while a volunteer firefighter is performing services in the line of duty that has created a recognized and significant risk of infection of a volunteer firefighter with the human immunodeficiency virus (HIV), as determined by the commissioner of health, consistent with guidelines, protocols, and findings of the United States centers for disease control and prevention.

5. For purposes of this section, the term "medical examination" includes a physical examination or test performed by a physician or other appropriate health care worker to determine if a volunteer firefighter has been exposed to or infected by the human immunodeficiency virus (HIV). Tests may include, but not be limited to, the most accurate, sensitive, and timely tests available used for the early identification of the human immunodeficiency virus (HIV).

6. The commissioner of health shall issue guidelines to facilitate the

identification of circumstances potentially exposing a volunteer firefighter to a significant risk of transmission of the human immunodeficiency virus (HIV). Such guidelines shall be consistent with criteria accepted by the federal centers for disease control and prevention. Such guidelines shall also provide information regarding related counseling and testing procedures available to such individuals.

7. Any information gathered pursuant to the provisions of this section which is deemed confidential under any other provision of law shall be treated in a confidential manner.

* NB There are 2 § 11-c's

*** § 11-c. Volunteer firefighters; presumption in certain diseases.**

Notwithstanding any provision of this chapter or of any general, special or local law to the contrary, and for the purposes of this chapter, any condition of impairment of health caused by diseases of the lung, resulting in total or partial disability or death to a volunteer firefighter, where such volunteer firefighter successfully passed a physical examination on entry into such service or subsequent thereto, which examination failed to reveal any evidence of such conditions, shall be presumptive evidence that such disability or death (a) was caused by the natural and proximate result of an accident, not caused by such firefighter's own negligence and (b) was incurred in the performance and discharge of duty, unless the contrary be proven by competent evidence.

* NB Repealed June 30, 2030

* NB There are 2 § 11-c's

§ 12. Non-schedule adjustments. Notwithstanding any other provision of this chapter, in any case coming within the provisions of sections ten and eleven of this chapter, in which the right to benefits has been established and benefits have been paid for not less than three months, in which the continuance of disability cannot be ascertained with reasonable certainty, the workmen's compensation board may, in the interest of justice, approve a non-schedule adjustment agreed to between

the claimant and the political subdivision liable for the payment of benefits or its insurance carrier. The provisions of subdivision five-b of section fifteen of the workmen's compensation law shall apply in any such case.

§ 13. Reclassification of disabilities. Subject to the limitations in section fifty-one of this chapter and in section one hundred twenty-three of the workmen's compensation law as made applicable to this chapter by section fifty-seven of this chapter, the workmen's compensation board may at any time, without regard to the date of the injury, upon its own motion, or on application of any party in interest, reclassify a disability upon proof that there has been a change in condition, or that the previous classification was erroneous and not in the interest of justice.

§ 14. Previous disability. The fact that a volunteer firefighter has suffered previous disability or received benefits therefor as provided in section two hundred five of the general municipal law, the workers' compensation law, or this chapter shall not preclude him or her from benefits for a later injury nor preclude death benefits for death resulting therefrom; provided, however, that a volunteer firefighter who is suffering from a previous disability shall not receive benefits for a later injury in excess of the benefits allowed for such injury when considered by itself and not in conjunction with the previous disability. Notwithstanding the foregoing provisions of this section, if a volunteer firefighter has previously incurred permanent partial disability through the loss or loss of use of one hand, one arm, one foot, one leg, or one eye, and suffers the loss or loss of use of another such major member or eye, he or she may be adjudged permanently totally disabled and receive benefits for permanent total disability as provided in section eight of this chapter.

§ 15. Expense for rehabilitating injured volunteer firefighters. A volunteer firefighter, who as a result of injury is or may be expected

to be totally or partially incapacitated for a remunerative occupation and who, under the direction of the state education department is being rendered fit to engage in a remunerative occupation, may receive such additional financial benefit necessary for his or her rehabilitation as the workers' compensation board shall determine. Not more than thirty dollars per week of such additional amount shall be expended for maintenance. Such expense and such of the administrative expenses of the state education department as are properly assignable to the expenses of rehabilitating such volunteer firefighters shall be paid out of the vocational rehabilitation fund created pursuant to subdivision nine of section fifteen of the workers' compensation law. Any such volunteer firefighter for the purposes of such fund shall be considered an employee of the political subdivision liable for the payment of benefits to such volunteer firefighter under this chapter and such "employer" or its insurance carrier, as the case may be, shall make the same financial contribution to such fund as required by such subdivision nine in every case of injury causing death of a volunteer firefighter in which there are no persons entitled to financial benefits under this chapter other than (1) funeral expenses and (2) the death benefit provided in subdivision two of section seven of this chapter.

§ 16. Treatment and care. A volunteer firefighter injured in line of duty shall be entitled to receive medical, surgical, podiatric, chiropractic, psychological and other attendance and treatment, nurse and hospital service, medicine, crutches, artificial members, devices, appliances, and apparatus, including the replacement and repair thereof, for such period as the nature of the injury or the process of recovery may require and the political subdivision liable for the payment of benefits to the volunteer firefighter under this chapter because of such injury shall be liable therefor and the cost thereof shall be audited, raised and paid as provided in section thirty of this chapter. The provisions of sections thirteen to thirteen-m, both inclusive, and sections nineteen to nineteen-b, both inclusive, of the workers' compensation law, to the extent that such provisions are not inconsistent with this chapter, shall be applicable in relation to any injured volunteer firefighter, political subdivision and third persons

as fully as if set forth in this chapter.

§ 17. Noncitizens. Financial benefits payable under this chapter to noncitizens not residents or about to become nonresidents of the United States or Canada shall be in the same amount as provided for residents, except that dependents in any foreign country shall be limited to surviving spouse and child or children, or, if there be no surviving spouse or child or children, to the surviving father or mother whom the volunteer firefighter has supported, either wholly or in part, for a period of one year prior to the date of the injury.

§ 18. Disposition of accrued benefits upon death. Except as otherwise provided in section ten of this chapter, in the case of the death of an injured volunteer firefighter to whom there was due at the time of his or her death any benefits under the provisions of this chapter, the amount of such benefits shall be payable to the surviving spouse, if there be one, or, if none, to the surviving child or children of the deceased under the age of eighteen years, and if there be no surviving spouse or children, then to the dependents of such deceased or to any of them as the workers' compensation board may direct, and if there be no surviving spouse, children or dependents of such deceased, then to his or her estate. An award for disability may be made after the death of an injured volunteer firefighter.

§ 19. Exclusiveness of remedy. The benefits provided by this chapter shall be the exclusive remedy of a volunteer firefighter, or his or her spouse, parents, dependents, next of kin, executor or administrator, or anyone otherwise entitled to recover damages, at common law or otherwise, for or on account of an injury to a volunteer firefighter in line of duty or death resulting from an injury to a volunteer firefighter in line of duty, as against (1) the political subdivision liable for the payment of such benefits, (2) the political subdivision regularly served by the fire company of which the volunteer firefighter is a member, whether or not pursuant to a contract for fire protection,

even though any such political subdivision is not liable for the payment of such benefits in the circumstances, and (3) any person or agency acting under governmental or statutory authority in furtherance of the duties or activities in relation to which any such injury resulted; provided, however, that the benefits provided by this chapter shall not be the exclusive remedy as against persons who, in the furtherance of the same duties or activities, are not similarly barred from recourse against the volunteer firefighter, or his or her executor or administrator.

§ 20. Other remedies of volunteer firefighters; subrogation. The provisions of section twenty-nine of the workers' compensation law to the extent that such provisions are not inconsistent with the provisions of this chapter, shall be applicable as fully as if set forth in this chapter.

§ 21. Assistance to other states, the Dominion of Canada, property ceded to the federal government and to Indian reservations. 1. Whenever a fire company or fire department in this state shall answer a call to furnish assistance to any political subdivision or territory of another state of the United States or of the Dominion of Canada, or property ceded to the federal government, the provisions of this chapter shall apply with respect to the volunteer firefighters of such fire company or department, while such assistance is being rendered or while going to or returning from the place from where the assistance is to be or was rendered, to the same extent and in the same manner as if such service had been rendered in or for the area regularly served by such volunteer firefighters; provided, however, that there shall be deducted from any amounts payable under this chapter any amounts recoverable by or payable to any such volunteer firefighter under the laws applicable in the political subdivision or territory for which the call for assistance was made.

2. The provisions of this chapter shall apply with respect to volunteer firefighters of fire departments and fire companies of other

states of the United States and of the Dominion of Canada who render service in this state in answer to a call for assistance to the territory regularly served by a fire department or fire company described in subdivisions one to five, inclusive, of section thirty of this chapter and, for the purposes of determining liability for benefits under this chapter, any such volunteer firefighter shall be considered as a volunteer member of the fire department or fire company of the territory for which service has been rendered in this state pursuant to a call for assistance; provided that the laws of the state served by such volunteer firefighters, fire departments or fire companies, or of the Dominion of Canada, as the case may be, contain provisions under which benefits are granted in relation to volunteer firefighters of this state who are killed or injured when rendering service in such other states, or the Dominion of Canada, as the case may be, in answer to a call for assistance; provided, however, that there shall be deducted from any amounts payable under the provisions of this chapter to a volunteer firefighter of such other states or of the Dominion of Canada, any amounts recoverable by or payable to such volunteer firefighter under the laws of the state served by such volunteer firefighter or of the Dominion of Canada, as the case may be.

3. Whenever a fire company or fire department in this state shall answer a call for assistance to be rendered to any part of an Indian reservation the provisions of this chapter shall apply with respect to the volunteer firefighters of such fire company or department, while such assistance is being rendered or while going to or returning from the place from where the assistance is to be or was rendered, to the same extent and in the same manner as if such service had been rendered in or for the area regularly served by such volunteer firefighters.

§ 22. Revenues and benefits from sources other than this chapter. 1. Benefits, savings or insurance of the injured or deceased volunteer firefighter, or insurance carried for his benefit under subsection (a) of section four thousand two hundred thirty-seven of the insurance law, shall not be considered in determining the benefits to be paid and provided under this chapter, nor shall such benefits be diminished or

reduced by reason of the payment to an injured volunteer firefighter of salary, wages or other remuneration by any political subdivision liable for the payment of such benefits.

2. Benefits received from any political subdivision pursuant to service award payments authorized by article eleven-A of the general municipal law shall not be considered in determining the benefits to be paid and provided under this chapter.

§ 23. Assignments, exemptions. Benefits payable under this article shall not be assigned, released or commuted, except as provided by this chapter, and shall be exempt from all claims of creditors and from levy, execution and attachment or other remedy for recovery or collection of a debt, which exemption may not be waived. Such benefits shall be paid only to volunteer firefighters or their dependents except as otherwise provided in this chapter.

§ 24. Waiver agreements. No agreement or release by a volunteer firefighter, or, in the case of death, the dependents of a deceased volunteer firefighter, to waive his or her right to benefits under this chapter shall be valid, except as provided in section thirty-two of the workers' compensation law or otherwise in this chapter.

§ 25. Limitation of time. No limitation of time provided in this chapter shall run as against any person who is mentally incompetent or a minor so long as he has no committee or guardian.

ARTICLE III

Liability for Benefits; Insurance

Section 30. Liability for and payment of benefits.

31. The insurance contract.

32. Group insurance.

33. Lien for benefits.

§ 30. Liability for and payment of benefits. Except as otherwise provided in article five of the workers' compensation law, in section two hundred nine-i of the general municipal law and in section twenty-one of this chapter:

1. If at the time of injury the volunteer firefighter was a member of a fire company of a county, city, town, village or fire district fire department, any benefit under this chapter shall be a county, city, town, village or fire district charge, as the case may be, and any claim therefor shall be audited in the same manner as other claims against the county, city, town, village or fire district and the amount thereof shall be raised and paid in the same manner as other county, city, town, village or fire district charges.

2. If at the time of injury the volunteer firefighter was a member of a fire company incorporated under the membership corporations law, or any other law, and located in a city, village, or fire district, protected under a contract by the fire department or fire company of which the volunteer firefighter was a member, any benefit under this chapter shall be a city, village or fire district charge, as the case may be, and any claim therefor shall be audited in the same manner as other claims against the city, village or fire district and the amount thereof shall be raised and paid in the same manner as other city, village or fire district charges.

3. If at the time of injury the volunteer firefighter was a member of a fire company incorporated under the membership corporations law, or any other law, and located in a fire protection district, or fire alarm district, protected under a contract by such fire company, any benefit under this chapter shall be a town charge and any claim therefor shall be audited and paid in the same manner as town charges and the amount thereof shall be raised upon the property liable to taxation in the fire protection district or fire alarm district in the same manner as town charges therein are raised.

4. If at the time of injury the volunteer firefighter was a member of a fire company incorporated under the membership corporations law, or any other law, and located outside of a city, village, fire district, fire protection district or fire alarm district, any benefit under this chapter shall be a town charge and any claim therefor shall be audited and paid in the same manner as town charges and the amount thereof raised upon the property liable to taxation in such outside territory protected by such fire company in the same manner as town charges therein are raised.

5. If at the time of injury the volunteer firefighter was a member of a fire company or fire department operating in, or maintained jointly by two or more villages, or two or more towns, or two or more fire districts, any benefit under this chapter shall be a charge against such villages, towns or fire districts, in the proportion that the full valuation of taxable real estate in each bears to the aggregate full valuation of the taxable real estate of all such villages, towns or fire districts and the amount thereof shall be audited, raised and paid in the same manner as other village, town or fire district charges. Full valuation shall be determined by dividing the assessed valuations of taxable real estate of each such village, town or fire district as shown by the latest completed assessment roll of the village, town or fire district by the equalization rate established by the authorized state agency or officer for such roll; provided, however, in a county having a county department of assessment the full valuation in towns and fire districts shall be determined by applying the state equalization rate established for the town, or the town in which the fire district is located, to the appropriate portion of the last completed county roll.

6. The provisions of subdivisions one to five, inclusive, of this section shall not apply if the injury results from services performed when assistance is being rendered to:

a. Another city, town which has a town fire department, village or fire district, including one protected under a contract by the fire department or fire company of which the volunteer firefighter is a member,

b. A fire protection district or fire alarm district, including one protected under a contract by the fire department or fire company of which the volunteer firefighter is a member,

c. The area of a town protected by a fire company incorporated under the membership corporations law, or any other law, and located outside of a city, village, fire district, fire protection district, or fire alarm district,

d. The unorganized area of a town (outside of a city, village, fire district, fire protection district, fire alarm district, and also outside the area protected by a fire company incorporated under the membership corporations law, or any other law, and located outside of a city, village, fire district, fire protection district or fire alarm district),

e. The joint area protected by a fire company or fire department operating in, or maintained jointly by two or more villages, or two or more towns, or two or more fire districts,

f. A fire department of a county which has a fire department, or

g. A county which has requested fire aid pursuant to section two hundred nine-e of the general municipal law, pursuant to a call to furnish assistance to any such municipal corporation, district or area in cases of fire or other emergencies, or for other authorized purposes, or while going to or returning from the place where the assistance is to be or was rendered, or if death shall result from the effects of any such injury, and in any such case any such benefit shall be a charge against such aided municipal corporation, district or area and after audit shall be paid and the amount thereof shall be raised upon the property liable to taxation in such municipal corporation, district or area, in the same manner as other charges against the same are raised, except that in the cases described at paragraphs b, c and d of this subdivision, the town in which the district or area is located shall be primarily liable for such payment.

If there is no property liable to taxation in any area described in paragraph d, the benefit shall be a town charge and any claim therefor shall be audited and paid in the same manner as town charges and the amount thereof shall be raised upon the taxable real property in the town in the same manner as town charges therein are raised.

In the case of a false call for assistance, any such benefit shall be audited, raised and paid in the manner provided in subdivisions one to five, inclusive, of this section, as the case may be.

The term "assistance", as used in this section, includes the services of firefighting forces, fire police squads, emergency rescue and first aid squads rendered in case of a fire or other emergency, including stand-by service, to aid (1) a fire department, fire company, or any unit thereof, other than that of which the volunteer firefighter is a member and (2) owners or occupants of property, and other persons, whether or not such owners, occupants or persons are receiving fire or other emergency service from a fire department, fire company, or any unit thereof, other than that of which the volunteer firefighter is a member.

Except as otherwise provided by law in the case of natural disaster emergencies, a call to furnish assistance may be made by any person aware of the peril involved and the need for assistance or pursuant to any legally authorized or recognized plan for the furnishing of mutual aid in cases of fire or other emergency. The call need not originate in the municipal corporation, district or area ultimately liable for benefits under this section and may be relayed through one or more persons or mediums of communication.

The provisions of this subdivision shall not apply if the injury results from services performed by the volunteer firefighter in a natural disaster emergency and he or she was serving as part of the civil defense forces activated, and when assistance is being so rendered the benefits to be paid and provided under this chapter shall be paid and provided by the political subdivisions which would be liable under subdivisions one to five, inclusive, of this section.

If death or injury results from the performance of duty by a volunteer firefighter serving as fire chief while inspecting a public or private school pursuant to paragraph c of subdivision seven of section eight hundred seven-a of the education law for fire prevention and protection purposes in a fire district, fire protection district or fire alarm district furnished fire protection pursuant to a contract by his or her fire department or fire company, or from necessary travel directly connected with any such duty, then the benefits to be paid and provided under this chapter shall be a charge against such fire district, fire protection district or fire alarm district so protected pursuant to contract and after audit shall be paid and the amount thereof shall be raised upon the property liable to taxation in any such district in the same manner as other charges against the same are raised, except that in the case of a fire protection district or fire alarm district, the town in which the district is located shall be primarily liable for such payment.

If death or injury results from the performance of duty under subdivision four of section three hundred three of the multiple residence law, or from necessary travel directly connected with any such assignment, and the building or property inspected or to be inspected is not located in the area regularly served and protected by the fire department or fire company of which the volunteer firefighter is a member, but is located in a city, town which has a fire department, village, fire district, fire protection district or fire alarm district served and protected pursuant to a contract for fire protection by the fire department or fire company of which the volunteer firefighter is a member, then the benefits to be paid and provided under this chapter shall be a charge against such political subdivision, fire protection district or fire alarm district so protected pursuant to contract and after audit shall be paid and the amount thereof shall be raised upon the property liable to taxation in such political subdivision or district in the same manner as other charges against the same are raised, except that in the case of a fire protection district or fire alarm district, the town in which the district is located shall be primarily liable for such payment.

If death or injury results from the performance of duty by a volunteer firefighter while inspecting buildings for fire hazards in a city, village, fire district, fire protection district or fire alarm district furnished fire protection pursuant to a contract by his or her fire department or fire company, or from necessary travel directly connected with any such duty, then the benefits to be paid and provided under this chapter shall be a charge against such city, village, fire district, fire protection district or fire alarm district so protected pursuant to contract and after audit shall be paid and the amount thereof shall be raised upon the property liable to taxation in any such city, village or district in the same manner as other charges against the same are raised, except that in the case of a fire protection district or fire alarm district, the town in which the district is located shall be primarily liable for such payment. This paragraph shall not be applicable in any city, however, unless a city charter or other law under which the city operates, or a local law adopted by the city, authorizes such an inspection in areas of the city receiving fire protection pursuant to a contract. The term "building," as used in this paragraph, does not include a multiple dwelling which may be inspected by such fire department or company under and pursuant to the provisions of subdivision four of section three hundred three of the multiple residence law.

The foregoing provisions of this subdivision shall apply only in cases where volunteer firefighters are injured in line of duty prior to the first day of March, nineteen hundred sixty-four; and in death cases where death results from injuries sustained prior to such date. Where volunteer firefighters are injured in line of duty on or after the first day of March, nineteen hundred sixty-four, and in death cases where death results from injuries sustained on or after such date, the liability for benefits under this chapter shall be determined pursuant to subdivisions one to five, inclusive, of this section, except as otherwise provided in article five of the workers' compensation law, section two hundred nine-i of the general municipal law and in section twenty-one of this chapter.

6-a. The provisions of subdivisions one to six, inclusive, of this section shall not apply if the injury results from services performed when general ambulance service is furnished under a fire protection contract pursuant to section two hundred nine-b of the general municipal law for (1) another city, village or fire district, protected under a contract by the fire department or fire company of which the volunteer firefighter is a member or (2) a fire protection district or fire alarm district, protected under a contract by the fire department or fire company of which the volunteer firefighter is a member, pursuant to a call to furnish such service in any such municipal corporation or district, or while going to or returning from the place where the service is to be or was furnished, or if death shall result from the effects of any such injury, and in any such case any such benefit shall be a charge against such municipal corporation or district and after audit shall be paid and the amount thereof shall be raised upon the property liable to taxation in such municipal corporation or district, in the same manner as other charges against the same are raised, except that in the case of a fire protection district or fire alarm district the town in which the district is located shall be primarily liable for such payment.

The foregoing provisions of this subdivision shall apply only in cases where volunteer firefighters are injured in line of such general ambulance service duty prior to the first day of March, nineteen hundred sixty-four, and in death cases where death results from injuries sustained prior to such date. Where volunteer firefighters are injured in line of such general ambulance service duty on or after the first day of March, nineteen hundred sixty-four, and in death cases where death results from injuries sustained on or after such date, the liability for benefits under this chapter shall be determined pursuant to subdivisions one to five, inclusive, of this section, except as otherwise provided in article five of the workers' compensation law, section two hundred nine-i of the general municipal law and section twenty-one of this chapter.

7. Any political subdivision may finance the payment of any benefits to be paid and provided under this chapter by the issuance of serial

bonds or capital notes pursuant to the local finance law unless it is required by some law, other than this chapter, to pay such benefits from current funds.

8. Any political subdivision may contract for insurance indemnifying against the liability imposed by this chapter and the cost of such insurance shall be audited, raised and paid in the same manner as benefits are required to be audited, raised and paid in this section.

9. Insurance authorized to be purchased pursuant to subdivision eight of this section may be secured from the state fund or any stock corporation, mutual corporation or reciprocal insurer authorized to transact the business of workers' compensation in this state. If such insurance is not secured, the political subdivision liable shall be deemed to have elected to be a self-insurer unless it is a participant in a county plan of self-insurance or its liability for benefits under this chapter is covered by a town's participation in a county plan of self-insurance as provided in subdivision three of section sixty-three of the workers' compensation law or is a participant in a public group self-insurance plan established under subdivision three-a of section fifty of the workers' compensation law. Every such self-insurer shall file with the chair of the workers' compensation board a notice of such election prescribed in form by such chair. For failure to file such notice within ten days after such election is made, the treasurer or other fiscal officer of such political subdivision shall be liable to pay to the chair of the workers' compensation board the sum of one hundred dollars as a penalty, to be transferred to the state treasury. A notice of election to be a self-insurer for compensation and benefits to volunteer firefighters under the provisions of the workers' compensation law and the general municipal law in effect prior to March first, nineteen hundred fifty-seven, which was filed prior to such date pursuant to the provisions of subdivision four of section fifty of the workers' compensation law as in effect prior to such date shall be deemed to be a notice of election filed under this section unless the chair of the workers' compensation board is notified to the contrary. The provisions of subdivision five of section fifty of the workers' compensation law shall be applicable to such self-insurers.

10. The governing board of a political subdivision liable for the payment of such benefits may authorize the treasurer or other fiscal officer thereof to pay the financial benefits provided for in this chapter to the person entitled thereto without waiting for an award in any case in the manner provided in section forty-nine of this chapter. The amount payable prior to an award pursuant to such authorization shall constitute a settled claim within the meaning of the local finance law.

11. A contract for fire protection, for the purposes of this section, shall be deemed in full force and effect if negotiations are pending for the renewal thereof.

12. Where a city, village, fire district or town on behalf of a fire protection district or fire alarm district is furnished service by a fire company, fire department, or any unit thereof pursuant to a contract with another city, village, fire district, or an incorporated fire company having its headquarters outside the city, village, fire district, fire protection district or fire alarm district receiving such service and the liability for benefits under this chapter in relation to volunteer firefighters rendering such service pursuant to such contract is not covered pursuant to a county self-insurance plan pursuant to section sixty-three of the workers' compensation law, such contract shall provide for payment to the city, village, fire district or town in which such incorporated fire company has its headquarters, of a sum in addition to the amount to be paid for such service pursuant to the contract, to provide for any increase in cost, or any new or added cost for insurance coverage for the liability for benefits under this chapter by reason of the service rendered pursuant to such contract, unless such additional sum has been specifically included in the contract amount for such service. Any such additional sum so paid shall not be subject to division with a volunteer fire company as otherwise provided by law in the case of contracts for such service.

§ 31. The insurance contract. 1. The provisions of subdivisions one,

two, four, five and seven of section fifty-four of the workmen's compensation law, in relation to the insurance contract, which are not inconsistent with this chapter, shall be applicable as fully as if set forth herein. The insurance carrier shall be a party to all hearings and determinations by the workmen's compensation board or the courts and shall have the right to raise or plead any defense available to the political subdivision liable in the first instance for the benefits to be paid and provided by this chapter.

2. An insurance contract to indemnify against liability imposed by this chapter originally issued to take effect on or after March first, nineteen hundred sixty-two, and any renewal thereof, (1) shall be a separate and distinct contract, (2) shall not be attached as an endorsement or rider to, or in any other way form a part of, a workmen's compensation insurance contract, (3) shall not have attached thereto any endorsement or rider covering any liability under the workmen's compensation law and (4) shall not be on a contract form used by the insurance carrier for the purpose of insuring employers against liabilities imposed by the workmen's compensation law, or is attached to any such form as an endorsement or rider.

3. An insurance contract to indemnify against liability imposed by this chapter originally issued to take effect prior to March first, nineteen hundred sixty-two, shall not be renewed to continue in effect on or after March first, nineteen hundred sixty-three, if (1) it is attached as an endorsement or rider to, or in any other way forms a part of, a workmen's compensation insurance contract, (2) it has attached thereto any endorsement or rider covering liability under the workmen's compensation law or (3) it is on a contract form used by the insurance carrier for the purpose of insuring employers against liabilities imposed by the workmen's compensation law, or is attached to any such form as an endorsement or rider.

A contract of insurance indemnifying against the liability imposed by this chapter issued by an insurance carrier to a county or a town and in force on or after the first day of July, nineteen hundred sixty-one, shall contain a provision reading as follows: "This contract does not

provide (1) any coverage under the Workers' Compensation Law or the Volunteer Firefighters' Benefit Law for which any fire district would be liable under such laws, (2) any workers' compensation benefits for fire district officers and employees for which any fire district would be liable under the Workers' Compensation Law, or (3) any volunteer firefighters' benefits for any volunteer firefighters for which any fire district would be liable under the Volunteer Firefighters' Benefit Law. The foregoing provision does not apply in relation to volunteer firefighters' benefit coverage and volunteer firefighters' benefits provided for and in relation to the following named fire districts which have expressly requested coverage under this contract pursuant to the provisions of section thirty-two of the Volunteer Firefighters' Benefit Law, to wit: (If there are no exceptions, enter 'No exceptions'). The term 'fire districts', as used in this provision, does not include the fire protection districts and fire alarm districts mentioned in sections one hundred eighty-three and one hundred eighty-four of the Town Law."

§ 32. Group insurance. 1. Notwithstanding any provision of section thirty of this chapter, any town may contract for a single policy of insurance indemnifying (1) all fire protection districts and fire alarm districts wholly within such town which are liable for the payment of benefits under this chapter, (2) all territory within such town outside cities, villages, fire districts, fire protection districts and fire alarm districts which is liable for the payment of benefits under this chapter, and (3) the town in relation to such fire protection districts, fire alarm districts and outside territory, against liability imposed by this chapter. If a town has any such liability and contracts for such a single policy, then and in that event only any such policy, if requested by the board of trustees of any village wholly within the town, or by the board of fire commissioners of any fire district wholly within the town, shall also indemnify such village or fire district against such liability. The cost of such insurance shall be a town charge and shall be levied and collected in the same manner as other town charges only in the territory of such town which is liable for the payment of benefits under this chapter and which is outside of any village and fire districts not covered by such a policy. Nothing in this section

contained shall impose any additional liability on any town for any benefit payments in relation to volunteer firefighters.

2. Notwithstanding any other provision of section thirty of this chapter, any group of cities, villages, fire districts or town boards acting for and on behalf of fire protection districts, fire alarm districts or territories outside any such municipal corporations or districts which are liable for the payment of benefits under this chapter, all of which cities, villages, districts and territories are located in whole or in part within one county, may elect by resolution of the governing board of each member of the group to be insured against liability imposed by this chapter, as a group under a single policy. Such resolutions shall be filed with the chairman of the board of supervisors. The group shall file with the chairman of the board of supervisors an agreement, signed by the officer of the governing body designated by such resolution, agreeing to the effective date of such policy and to the population of each such city, village, fire district, fire protection district, fire alarm district and such territory outside any such municipal corporation or district, and, if any such fire protection district or fire alarm district lies wholly or partly within two or more towns, the population of the district within each such town. The population shall be that which is shown by the latest federal census, or, if not shown by such census, then as estimated. The estimate used for any village, district or other area in a town plus the estimated or actual population of all other villages, districts and areas in such town shall not exceed the population of such town as shown by the latest federal census. It shall be the duty of the chairman of the board of supervisors of the county, upon the filing of such resolutions and agreement, promptly to contract for insurance indemnifying against the liability imposed by this chapter in the manner provided in section thirty of this chapter. Except by mutual consent of the participating members, a member may withdraw from such a group only upon the anniversary date of the policy, and then only upon thirty days' notice of withdrawal by mail to the chairman of the board of supervisors. The cost of such insurance shall be apportioned by the clerk of the board of supervisors of the county to each such city, village, fire district, fire protection district, fire alarm district,

and such territory outside such municipal corporations and districts, in the proportion that the agreed population bears to the entire population of the group. Refunds, dividends and discounts in relation to such insurance shall be distributed or credited according to the same apportionment. Upon notification by the clerk of the board of supervisors, the chief fiscal officer of each such city, village or fire district shall pay to the county treasurer, from moneys available or made available, the amount apportioned to such city, village or district. Upon like notification, the supervisor of each town in which such a fire protection district or fire alarm district is located in whole or in part, or in which such outside territory is located, shall pay to the county treasurer the amount apportioned for such district, in whole or in part, or territory, as the case may be, using moneys raised or made available for the purposes of fire protection in such district or outside territory, or if there be no such moneys or insufficient moneys, using funds of the town available or made available, which funds shall be a charge upon such district or territory for which the town shall be reimbursed. The county treasurer shall pay the cost of such insurance with such moneys, or if any apportioned share has not been paid, the county treasurer shall advance the amount necessary from moneys of the general fund upon resolution of the board of supervisors. Any such advance shall be repaid as soon as moneys are available therefor. If any apportioned share remains unpaid, the county may recover the same by action at law. If any member of the group shall fail to pay its apportioned share within thirty days after notice that such amount has become due and payable, the chairman of the board of supervisors may terminate the participation of such member in the group by notice by mail to such member on a date specified in the notice, and a copy of such notice shall be filed by the chairman of the board of supervisors with the insurance carrier, who shall notify the chairman of the workmen's compensation board of the termination of coverage in the same manner as provided for cancellation of policy under subdivision five of section fifty-four of the workmen's compensation law. If any village or fire district is located in two or more counties, it may elect to join such a group in one of such counties. If any fire protection district or fire alarm district includes territory in more than one county, it shall become a participant only if all the town

boards acting for and on behalf of such district shall have elected that such district shall become a participant in such a group, and in such case such town boards shall elect as to which county group it shall join. If any participating fire protection district or fire alarm district includes territory in more than one town, whether or not in more than one county, the amount of cost of insurance, refund, dividend or discount apportioned to such district shall be apportioned in the proportion that the population of the district within each such town bears to the population of the entire district. The figure used for population in such case shall be the one stated in the agreement. If the boundaries of any city, village, fire district, fire protection district, fire alarm district or such outside territory in the group shall be changed during the effective period of any such insurance policy, or if there are changes in the membership of the group, the agreement heretofore mentioned concerning population shall be appropriately amended by a supplementary agreement to be executed and filed in the same manner as the original agreement, in which case the coverage of the policy and the apportionment of the cost thereof shall be changed accordingly.

3. Each policy issued pursuant to subdivisions one and two of this section shall identify clearly each city, town, village, fire district, fire protection district, fire alarm district and outside territory covered thereby.

§ 33. Lien for benefits. Benefits to be paid and provided under this chapter shall be a lien against the assets of the stock corporation, mutual corporation or reciprocal insurer liable therefor, without limit of amount, subordinate, however, to claims for unpaid wages and prior recorded liens.

ARTICLE IV

Procedure

Section 40. Notice of injury or death.

41. Claim for benefits.

42. Reports of injuries, claims and proceedings.
43. Determination of claims for benefits.
44. Presumptions.
45. Modification of awards, decisions or orders.
46. Appeals.
47. Costs and fees.
48. Representation before the workmen's compensation board.
49. Benefits; how payable.
50. Payments pending controversies.
51. Fund for reopened cases.
52. Awards to nonresidents; nonresident compensation fund.
53. Enforcement of payment.
54. Aggregate trust fund.
55. Penalty for false representation.
56. Non-duplication of benefits.
57. Miscellaneous provisions.
58. Application of provisions of workmen's compensation law.
59. Liberal construction.
60. Assessment for expenses.
61. Death or disability due to disease or malfunction of heart or coronary arteries or due to vascular rupture; claims and procedures.

§ 40. Notice of injury or death. Notice of an injury or death for which benefits are to be paid or provided under this chapter shall be given to the political subdivision liable for the payment thereof within ninety days after such injury or death except that such notice need not be given if a claim is filed pursuant to section forty-one of this chapter within ninety days after such injury or death. Either such notice may be given by any person claiming to be entitled to such benefits or by someone in his or her behalf. The notice shall be in writing, shall contain the name and address of the volunteer firefighter, and state in ordinary language the time, place, nature and cause of the injury and shall be signed by him or her or by a person on his or her behalf or, in case of death, by any one or more of his or her dependents, or by a person on their behalf. The notice shall be given to

the clerk of the board of supervisors of the county, the comptroller or chief financial officer of the city, the town clerk of the town, the clerk of the village or the secretary of the fire district, as the case may be, by delivering it to such officer or by registered letter properly addressed to such officer. The failure to give notice of injury or notice of death shall be a bar to any claim under this chapter unless such failure is excused by the workers' compensation board on any of the following grounds, (1) that for some sufficient reason the notice could not have been given, (2) that a member of a body in charge of, or any officer of, the fire department or fire company had knowledge within such ninety-day period of the injuries or death, (3) that the political subdivision, or its insurance carrier had not been prejudiced by a delay in giving such notice, or (4) that the cause of disablement or death was not known to be the result of service performed in line of duty as a volunteer firefighter in sufficient time to comply with the provisions of this section.

§ 41. Claim for benefits. The right to claim benefits under this chapter shall be barred, except as hereinafter provided, unless within two years after the injury, or, if death results therefrom, within two years after such death, a claim for the benefits under this chapter shall be filed with the chairperson of the workers' compensation board and a copy of such claim shall be filed with the same officer to whom a notice of injury must be given under section forty of this chapter. The right of a volunteer firefighter or his or her dependents to claim benefits under this chapter for disablement or death, as the case may be, caused by disease shall not be barred by the failure of the volunteer firefighter or his or her dependents to file a claim within either such period of two years, provided such claim shall be filed after either such period of two years and within ninety days after disablement or ninety days after knowledge that the disease is or was due to service as a volunteer firefighter, whichever is the later date. The claim shall be in substantially the same form and shall give substantially the same information as is required to be given in a claim under the provisions of section twenty-eight of the workers' compensation law. Notwithstanding the provisions of any other law, any

such claim need not be sworn to, verified or acknowledged. No case in which an advance payment is made to a volunteer firefighter or to his or her dependents in case of death shall be barred by the failure of the volunteer firefighter or his or her dependents to file a claim, and the workers' compensation board may at any time order a hearing on any such case in the same manner as though a claim for benefits had been filed.

The date of injury caused by disease shall be the date of contracture of such disease as determined by the workers' compensation board on the hearing of the claim and the responsibility of the political subdivision liable for the payment of benefits and its insurance carrier shall be fixed by the date of injury as so determined.

§ 42. Reports of injuries, claims and proceedings. If an injury is one for which an insurance carrier might be liable under a contract of insurance or a county plan of self-insurance might be required to pay, the officer to whom a notice of injury is required to be delivered or mailed and with whom the claim in relation to such injury is required to be filed under the provisions of this chapter shall send a copy of such notice and claim and a copy of any notice of a proceeding relating to an injury or claim to such insurance carrier or county plan of self-insurance, as the case may be, promptly after receiving the same. The political subdivision liable for the payment of benefits under this chapter shall keep such records and make such reports to the chairman of the workmen's compensation board as required by section one hundred ten of the workmen's compensation law, which by section fifty-seven of this chapter is made applicable to this chapter. Failure to comply with the provisions of this section shall not relieve such an insurance carrier of liability or a county plan of self-insurance from its obligation to pay.

§ 43. Determination of claims for benefits. The provisions of section twenty of the workmen's compensation law shall be applicable as fully as if set forth in this chapter, except that the waiting period of seven days for the presentation of claims for benefits shall not apply to the

presentation of claims for benefits under this chapter.

§ 44. Presumptions. If a claim for benefits is filed within two years after the injury, or, if death results therefrom, is filed within two years after such death, as provided in section forty-one of this chapter, then in any proceeding for the enforcement of such claim, it shall be presumed in the absence of substantial evidence to the contrary:

1. That the claim comes within the provisions of this chapter;
2. That sufficient notice thereof was given;
3. That the injury was not occasioned by the wilful intention of the injured volunteer firefighter to bring about the injury or death of himself or herself or another;
4. That the injury did not result solely from the intoxication of the injured volunteer firefighter while acting in line of duty;
5. That the contents of medical and surgical reports introduced in evidence by claimants for benefits shall constitute prima facie evidence of fact as to the matter contained therein.

§ 45. Modification of awards, decisions or orders. The provisions of section twenty-two of the workmen's compensation law shall be applicable as fully as if set forth in this chapter.

§ 46. Appeals. The provisions of section twenty-three of the workmen's compensation law shall be applicable as fully as if set forth in this chapter except that reimbursement following modification or rescission upon appeal shall be paid from administration expenses as provided by section sixty of this chapter.

§ 47. Costs and fees. The provisions of section twenty-four of the workmen's compensation law shall be applicable as fully as if set forth in this chapter.

§ 48. Representation before the workmen's compensation board. The provisions of section twenty-four-a of the workmen's compensation law which are not inconsistent with the provisions of this chapter shall be applicable as fully as if set forth in this chapter.

§ 49. Benefits; how payable. Except as otherwise provided in subdivisions one and two of section seven of this chapter, benefits under this chapter shall be paid in the manner provided in section twenty-five of the workmen's compensation law. The provisions of such section twenty-five, other than those relating to welfare, pension or benefit plans, agreements and trusts, shall be applicable as fully as if set forth in this chapter.

§ 50. Payments pending controversies. In order that the benefits to be paid and provided under this chapter shall be paid promptly where such benefits are conceded to be due to any person because of the death of or injuries to a volunteer firefighter, but controversy exists as to which political subdivision is liable for the payment thereof, the municipal corporations and fire districts involved in such controversy and their insurance carriers, if any, may agree that any one or more of such municipal corporations or fire districts or its insurance carrier shall pay or provide the benefits to, or in relation to, the person conceded to be entitled to such benefits without waiting for a final determination of the controversy, and may carry out the provisions of such an agreement. Notwithstanding any such payment, any party to the agreement may seek a final determination of the controversy in the same manner as if such benefits had not been paid or provided and any such payment or provision of benefits shall not prejudice any rights of the political subdivision or its insurance carrier paying or providing the

same, nor be taken as an admission against interest. After a final determination the parties to the agreement shall make any necessary and proper reimbursement to conform to the determination.

§ 51. Fund for reopened cases. 1. The provisions of section twenty-five-a of the workers' compensation law shall be applicable as fully as if set forth in this chapter, except that, other than with respect to the annual assessment under such section twenty-five-a, payments to an executor or administrator of the estate of a volunteer firefighter pursuant to subdivision two of section seven of this chapter shall not constitute payment of benefits for the purpose of determining the amount of the payment to the fund for reopened cases. Benefits paid to volunteer firefighters and other persons entitled to benefits under this chapter from the fund for reopened cases shall be in accordance with the provisions of this chapter.

2. The insurance carrier or entity responsible for payment of benefits paying such benefit increase shall claim for such benefit increase reimbursement from the special fund for reopened cases commencing one year from the date of the first such payment and annually thereafter while such payments continue, on a form prescribed by the chair.

3. The insurance carrier or entity responsible for paying the benefit increase provided in the chapter of two thousand five that added this subdivision shall claim for such benefit increase reimbursement from the special fund for reopened cases commencing one year from the date of the first such payment and annually thereafter while such payments continue, on a form prescribed by the chair.

4. The insurance carrier or entity responsible for paying the benefit increase provided in the chapter of two thousand six that added this subdivision shall claim for such benefit increase reimbursement from the special fund for reopened cases commencing one year from the date of the first such payment and annually thereafter while such payments continue, on a form prescribed by the chair.

5. All carriers shall pay benefits in conformance with rates set forth in section eight of this chapter without awaiting modification by the board of any prior inconsistent award.

§ 52. Awards to nonresidents; nonresident compensation fund. The provisions of section twenty-five-b of the workmen's compensation law shall be applicable as fully as if set forth in this chapter.

§ 53. Enforcement of payment. 1. The provisions of section twenty-six of the workmen's compensation law, other than the portions relating to section fourteen-a, subdivision eight of section fifteen and section fifty of the workmen's compensation law, shall be applicable as fully as if set forth in this chapter.

2. The provisions of section fifty-four-b of the workmen's compensation law shall be applicable as fully as if set forth in this chapter.

§ 54. Aggregate trust fund. The provisions of section twenty-seven of the workmen's compensation law which are not inconsistent with the provisions of this section, shall be applicable as fully as if set forth in this chapter with respect to claims for benefits under this chapter.

§ 55. Penalty for false representation. If for the purpose of obtaining any benefit or payment under the provisions of this chapter, or for the purpose of influencing any determination regarding any benefit or payment under the provisions of this chapter, either for himself or for any other person, any person wilfully makes a false statement or representation, he shall be guilty of a misdemeanor.

§ 56. Non-duplication of benefits. If benefits are required to be paid under this chapter in the event of injury to or death of a volunteer

firefighter, the volunteer firefighter or other persons entitled to such benefits shall not receive workers' compensation under the provisions of the workers' compensation law in relation to such injury or death.

§ 57. Miscellaneous provisions. The provisions of article seven of the workmen's compensation law which are not inconsistent with the provisions of this chapter shall be applicable as if fully set forth herein. The reference to sections twenty-five-a and fifty of the workmen's compensation law in section one hundred twenty-three of the workmen's compensation law shall be deemed to refer to sections fifty-one and thirty of this chapter.

§ 58. Application of provisions of workmen's compensation law. All the powers and duties conferred or imposed upon the chairman of the workmen's compensation board and the workmen's compensation board by the workmen's compensation law which are necessary for the administration of this chapter and not inconsistent with this chapter are, to that extent, made applicable to this chapter, even though such provisions of the workmen's compensation law are not expressly made applicable to this chapter by the provisions of this chapter or the workmen's compensation law.

§ 59. Liberal construction. The provisions of this article relating to giving notice of injury and filing of claim, and to the contents of any such notice or claim, shall be construed liberally in order to effectuate the objects and purposes of this chapter.

§ 60. Assessment for expenses. 1. The estimated annual expenses necessary for the workers' compensation board to administer the provisions of the volunteer firefighters' benefit law shall be borne by all affected employers and included as part of the assessment rate generated pursuant to subdivision two of section one hundred fifty-one of the workers' compensation law.

2. Annually, the chair of the department of audit and control, as soon as practicable after the first of April, shall ascertain the total amount of actual expenses.

*** § 61. Death or disability due to disease or malfunction of heart or coronary arteries or due to vascular rupture; claims and procedures.** 1. A claim for benefits for the death or disability of a volunteer firefighter due to disease or malfunction of the heart or of one or more coronary arteries or a claim for benefits for the death or disability of a volunteer firefighter due to vascular rupture filed in accordance with section forty-one of this chapter, shall not be denied provided the claimant introduces evidence which establishes that a volunteer firefighter suffered disease or malfunction of the heart or of one or more coronary arteries, or vascular rupture, which caused the disablement or death of the volunteer firefighter, and that such disease or malfunction, or vascular rupture, resulted from the duties and activities in which the volunteer firefighter was engaged as set forth in section five of this chapter for which benefits shall be paid, unless it can be shown by substantial evidence to the contrary that the duties and activities of the volunteer firefighter in which the volunteer firefighter was engaged at the time of such disease or malfunction, or vascular rupture, did not cause or precipitate such disease or malfunction, or vascular rupture; and further provided that the injury did not result solely from the intoxication of the volunteer firefighter while acting in line of duty or was not occasioned by the wilful intention of the volunteer firefighter to bring about the injury or death of himself or herself or another.

2. The chairman of the workers' compensation board shall promulgate rules and regulations providing a priority for controverted claims for benefits filed as provided in subdivision one of this section provided, however, that the claim must be decided within ninety days measured from the date of the receipt of a completed claim from the volunteer firefighter or his representative. Such rules and regulations shall also prescribe a form to be used for making claims for such benefits. Such

form shall specifically request the information necessary in order to receive an award of benefits.

3. This section shall not be construed to repeal by implication any existing provision of law.

* NB Repealed July 1, 2030

ARTICLE V

Saving Clauses; Effective Date

Section 70. References to workers' compensation law.

71. Effect of unconstitutionality in part.

72. Effective date.

§ 70. References to workers' compensation law. Where the provisions of any section or part of any section of the workers' compensation law are made applicable to this chapter and are incorporated herein by reference, the following terms used in such provisions of the workers' compensation law shall have the following meanings when read in connection with this chapter:

1. "Accident" means "injury" as defined in this chapter.

2. "Dependent husband" means the "surviving spouse" of a firefighter, as defined in this chapter.

3. "Employee" means a volunteer firefighter who has been or might be injured in line of duty or who dies or might die from the effects of such an injury.

4. "Employment" means service of a volunteer firefighter in line of duty.

5. "Employer" means the political subdivision liable for payment of financial benefits pursuant to this chapter.

6. "Injury" means "injury" as defined in this chapter.

7. "Injured workman" means injured volunteer firefighter.

8. "Insurance carrier" means "insurance carrier" as defined in this chapter.

9. "Same employ" means the same fire department or fire company, or in the same service for a political subdivision, or district or area thereof, pursuant to a call for assistance.

10. "Workers' compensation" means the benefits payable to a volunteer firefighter or his or her dependents pursuant to this chapter, including medical treatment and care, except when a different meaning obviously is intended.

Where any such section is so made applicable and is so incorporated, and there is a reference therein to another section or provision of the workers' compensation law which also has been made applicable to this chapter, such reference shall be deemed to include the applicable section or provision of this chapter if such inclusion is consistent with the provisions of this chapter.

§ 71. Effect of unconstitutionality in part. If any clause, sentence, paragraph, subdivision, section or part of this chapter shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

§ 72. Effective date. This act shall take effect March first, nineteen hundred fifty-seven.