

**FIREFIGHTER CANCER INSURANCE CERTIFICATE – PLAN 1  
HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

One Hartford Plaza  
Hartford, Connecticut 06155  
(A stock insurance company)



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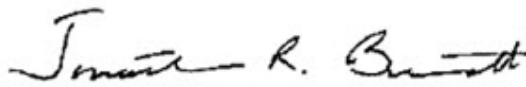
**Policyholder:** Alabama First Responder Benefits Association Inc., DBA Alabama First Responder Benefits Program  
**Policy Number:** 681675  
**Policy Effective Date:** [January 1, 2020]  
**Policy Anniversary Date:** January 1  
**Department's Effective Date:** See applicable Application/Agreement

We have issued The Policy to the Policyholder to extend coverage to the Eligible Firefighters of each Department. Our name, the Policyholder's name and the Policy Number are shown above. The provisions of The Policy which are important to You are summarized in this Certificate consisting of this form and any additional forms which have been made a part of this Certificate. This Certificate replaces any other Certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this Certificate will be settled according to the provisions of The Policy on file with Us at Our Home office. The Policy may be inspected at the office of the Policyholder.

Signed for Hartford Life and Accident Insurance Company

[

  
Lisa Levin, Secretary

  
Jonathan Bennett, President

]

**This is a limited certificate. It pays benefits only for specific losses from Cancer. Read it carefully.**

For questions or complaints, please contact Us at 1-800-461-9326.

This Certificate provides limited or supplemental coverage. It pays benefits **ONLY** upon the occurrence and **Diagnosis** of a **Specified Disease**. This Certificate does not provide benefits for any other disease, sickness or incapacity. Benefits provided are supplemental and are not intended to substitute for medical coverage or disability insurance.

**THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT PLAN. If You are eligible for Medicare, review the Guide to Health Insurance for People With Medicare available from Us.**

**NOTICE:** The benefits of the policy providing You coverage do not reflect all the rights and benefits to which You are entitled to per ACT2019-316.

*A note on capitalization in this Certificate:*

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in the Policy or refers to a specific provision contained herein.

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## BENEFIT SCHEDULE

**Eligible Class(es) for Coverage:** All Eligible Firefighters

**Cost of Coverage:** [You are not required to contribute towards the cost of coverage.]

**Coverage Amount:** [\$25,000]

**Lifetime Benefit Maximum:** [\$50,000]

### Critical Illness Benefits

<b>Critical Illness:</b>	<b>Percentage of Coverage Amount:</b>
Invasive Cancer	100%
Non-Invasive Cancer	25%
Benign Brain Tumor	100%

<b>Recurrence Benefit:</b>	<b>Percentage of Coverage Amount:</b>
Invasive Cancer	100%
Benign Brain Tumor	100%

<b>Additional Benefit:</b>	<b>Benefit Amount:</b>
<b>Non-Invasive Skin Cancer</b>	\$250 once per lifetime

### DEFINITIONS

**Active Firefighter** means an Eligible Firefighter whose primary duties are the prevention and extinguishing of fires; the protection of life and property; and the enforcement of municipal, county and state fire prevention codes and laws pertaining to the prevention and control of fires.

**Benign Brain Tumor** means a condition Diagnosed as a non-malignant tumor or cyst in the brain, cranial nerves or meninges within the skull with a minimum size of 1 cm, resulting in either surgical removal or permanent neurological deficit with persisting clinical symptoms. The Diagnosis must be made by a Physician who is board certified in the medical specialty that is appropriate for the type of tumor involved. The tumor, including its size, should be documented on an MRI of the brain (with and without contrast) or by pathological diagnosis. If the Covered Person is unable to undergo an MRI of the brain (the study is deemed inappropriate for safety reasons such as the presence of metallic foreign bodies; mechanical reasons such as body habitus; or unavailability), then the tumor should be documented by a CT scan of the head, with and without contrast. Benign Brain Tumor does not include tumors in the pituitary gland or angiomas.

**Cancer** means a disease caused by an uncontrolled division of abnormal cells in a part of the body or a malignant growth or tumor resulting from the division of abnormal cells. For purposes of this Policy, this definition includes Benign Brain Tumor.

**Career Firefighter** means any person employed with the state, a county or municipal government, an airport authority, or a fire district who has obtained certification as a firefighter through and as defined by the Alabama Firefighters' Personnel Standards and Education Commission; or a firefighter employed by the Alabama Forestry Commission who has been certified by the State Forester as having met the wild land firefighter training standard of the National Wildfire Coordinating Group, and is offered typical employment benefits, including health insurance coverage.

**Certificate** means this document, which explains the insurance benefits provided, to whom and how benefits are payable and exclusions and limitations that apply to coverage.

**Certified Volunteer Firefighter** means any person who is an active member of a volunteer or combination career and volunteer fire department, as recognized by the Alabama Forestry Commission, and who has obtained certification as a volunteer firefighter through and as defined by the Alabama Firefighters' Personnel Standards and Education Commission, who may or may not receive remuneration for firefighting activities, but is not offered typical employment benefits, including health insurance coverage.

**Covered Person** means an Eligible Firefighter who is currently insured under the Policy and this Certificate.

**Diagnosed, Diagnosis** means the definitive establishment of a Cancer through the use of clinical or laboratory findings. The diagnosis must be made by a Physician who is a board certified specialist where required in the Policy. Any type of medically appropriate diagnosis will be accepted. For a pathological diagnosis, the date of diagnosis for Cancer is the date the tissue specimen, blood samples or titer(s) are taken upon which the diagnosis of Cancer is based.

**Eligible Firefighter** means a Career Firefighter, Certified Volunteer Firefighter or Non-Certified Volunteer Firefighter who has been employed by his or her Department for at least 12 consecutive months.

**Department** means any Paid Fire Department or Volunteer Fire Department.

**Family Member** means the Covered Person's parent, spouse, domestic partner, children, siblings, grandparent, aunt, uncle, first cousin, nephew or niece. This includes adopted, in-law and step-relatives.

**Home Office** means Our office at One Hartford Plaza, Hartford, CT 06155.

**Invasive Cancer** means Diagnosis of Cancer involving any malignant tumor or neoplasm characterized by the uncontrolled growth of malignant cells and invasion of tissue beyond the initial tissue. The term malignant tumor includes leukemia, lymphoma and sarcoma. Malignant melanoma or other skin malignancies that have been histologically classified as having caused invasion beyond the epidermis (the outer layer of skin) with a Clark's level III or greater, Breslow's depth of .75mm or greater, or AJCC TNM stage II or greater, are included in this definition.

The Diagnosis must be made by a Physician who is board certified in the medical specialty that is appropriate for the type of cancer involved.

Conditions which are not considered invasive cancer are not included in this definition. Such conditions include, but are not limited to:

- 1) any condition defined as Non-Invasive Cancer;
- 2) all cancers which are histologically classified as pre-malignant, non-invasive/carcinoma in situ, having borderline malignancy or having low malignant potential;
- 3) benign tumors or polyps;
- 4) early prostate cancer that is histologically classified as T1N0M0 or equivalent staging;
- 5) chronic lymphocytic leukemia that is histologically classified as Rai Stage 0 or Binet Stage A; and
- 6) any condition defined as Non-Invasive Skin Cancer

**Non-Invasive Cancer** means a Diagnosis of Cancer in which the tumor or cells still lie within the tissue of origin without having invaded neighboring tissue or regional lymph nodes. Non-invasive cancer includes, but is not limited to:

- 1) early prostate cancer that is histologically classified as AJCC TNM Stage T1N0M0 or equivalent staging;
- 2) chronic lymphocytic leukemia that is histologically classified as Rai Stage 0 or Binet Stage A;
- 3) cutaneous lymphoma; and
- 4) any condition defined as Non-Invasive Skin Cancer

The Diagnosis must be made by a Physician who is board certified in the medical specialty that is appropriate for the type of cancer involved.

Pre-malignant lesions (intraepithelial neoplasia, for example), and benign tumors or polyps are not included in this definition.

**Non-Invasive Skin Cancer** means a Diagnosis of skin Cancer (melanoma or non-melanoma) that has not invaded the reticular (lower) dermis that is histologically classified as:

- 1) Clark Level I or II;
- 2) Breslow Thickness of less than .75mm; or
- 3) AJCC TNM Stage 0 or I.

**Non-Certified Volunteer Firefighter** means any person who is an active member of a volunteer or combination career and volunteer fire department, as recognized by the Alabama Forestry Commission, and who has not obtained certification as a volunteer firefighter through and as defined by the Alabama Firefighters' Personnel Standards and Education Commission, who may or may not receive remuneration for firefighting activities, but is not eligible for typical employment benefits, including health insurance coverage.

**Paid Fire Department** means any department or division of the state, a county or municipal government, an airport authority, or a fire district with paid employees assigned firefighting duties.

**Physician** means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of healing arts acting within the scope of his/her license; and
- 2) not the Covered Person or a Family Member.

**Policy** means the policy which We issued to the Policyholder under the Policy Number shown on the face page, this Certificate and all other riders, amendments and endorsements that make up the contract of insurance.

**Volunteer Fire Department** means a group of area residents organized to provide fire protection and recognized by the Alabama Forestry Commission as a volunteer fire department.

**We, Us, Our** means Hartford Life and Accident Insurance Company.

**You or Your** refers to the Covered Person.

## **ELIGIBILITY AND EFFECTIVE DATE**

### **Eligibility for Coverage:**

An Eligible Firefighter will become eligible for coverage on the later of:

- 1) the current Department's Effective Date; or
- 2) the date the firefighter satisfies the definition of Eligible Firefighter.

### **Coverage Effective Date:**

Coverage will start on the day the Eligible Firefighter becomes eligible.

### **Enrollment:**

[Your Department will automatically enroll You for coverage.]

## **TERMINATION OF INSURANCE**

### **Termination of Coverage:**

Coverage will end on the earliest of the following:

- 1) the last day of the month during which You are no longer an Eligible Firefighter with any Department;
- 2) the date the required premium is due but not paid;
- 3) the date that all Departments for whom You are active as an Eligible Firefighter cease to participate in the Policy; or
- 4) the date the Policy terminates;

unless continued in accordance with one of the Extended Continuation provision.

Termination of coverage has no effect on benefits payable for a Cancer that is Diagnosed while You were insured under the Policy.

## **EXTENDED CONTINUATION**

### **Extended Continuation**

You may continue coverage under the Policy when insurance would otherwise end under the Termination of Coverage provision.

You may be able to continue coverage under this provision when You are no longer active as a Firefighter, provided You have been covered under the Policy for at least one year.

### **Requesting Extended Continuation**

When coverage under the Policy would otherwise end, You have the right to continue coverage under this provision. To elect Extended Continuation, You must send a request to Us.

The request and the initial premium due must be received within 91 days after insurance under the Policy would

otherwise end. In no event will a request be accepted by Us if received more than 91 days after the date coverage under the Policy would otherwise end.

Coverage continued under this provision:

- 1) will become effective on the first day of the month following the date coverage under the Policy would otherwise end, so that there is no interruption in coverage; and
- 2) is subject to continued payment of premium as due, including any portion of the premium that was previously paid for by the Your Department.

Coverage continued under this provision will end on the last day of the month during which You are again active as a Firefighter and become eligible for coverage under the Policy as a result of active Firefighter status. Coverage continued under this provision will also end in accordance with the Termination of Coverage provision. Except as described in this provision, coverage continued under this provision is subject to all other terms and provisions of the Policy.

## **CANCER BENEFITS**

If You are Diagnosed with Cancer while covered under the Policy, We will pay the applicable Benefit Amount shown in the Benefit Schedule.

Each benefit shown in the Benefit Schedule will be paid once for each Covered Person, unless a Recurrence Benefit is available. Following the payment of any benefit at 100% of the Coverage Amount, a period of 30 days must be satisfied before payment of any other benefit under the Policy. Following the payment of any benefit at 25% of the Coverage Amount, there is no period of time to be satisfied before payment of any other benefit.

In no event will the total benefits paid under the Policy or this Certificate for any Diagnosis of Cancer exceed the Cancer Lifetime Benefit Maximum shown in the Benefit Schedule, even if a Covered Person has coverage under the Policy from more than one Department.

### **Recurrence Benefit:**

We will pay a Recurrence Benefit as shown in the Benefit Schedule if a Covered Person receives a Diagnosis of a recurrence of a Critical Illness previously paid under the Policy. For a Recurrence Benefit to be paid:

- 1) the condition must be listed as a Recurrence Benefit in the Benefit Schedule; and
- 2) the Diagnosis of recurrence must be made 90 days or more following the initial Critical Illness Diagnosis for that same condition.

In no event will the total Critical Illness Benefits or Recurrence Benefits paid under the Policy or this Certificate, or under any similar policy or certificate issued to another legally organized fire department in the state of Alabama, exceed the Lifetime Benefit Maximum shown in the Benefit Schedule.

## **CLAIM PROVISIONS**

### **Notice of Claim:**

Written Notice of Claim must be given to Us within 30 days of a loss covered by this Certificate, or as soon as is reasonably possible. Notice given by or on behalf of a Covered Person to Us, or to Our authorized agent, with information sufficient to identify the Covered Person, shall be notice to Us.

### **Claim Forms:**

When We receive written Notice of Claim, We will send claim forms. If We do not furnish claim forms with 15 days after We receive notice of any claim under the Policy, the person making such claim shall be deemed to have complied with the requirements of the Policy as to Proof of Loss by submitting, within the time fixed in the Policy for filing Proof of Loss, written proof covering the occurrence, character and extent of the loss for which claim is made.

### **Proof of Loss:**

The claimant must send written proof of loss to Us. This proof must be provided within one year of the date of the loss. If it is not reasonably possible to give proof in this time, proof must be provided as soon as reasonably possible. If We require additional information in order to make a claim determination, We shall provide written notice to the claimant. The additional information must be provided within 45 days from the date of the request.

### **Physical Examinations and Autopsy:**

We, at our own expense, shall have the right and opportunity to have:

- 1) a Covered Person for whom a claim is made examined by a Physician of Our choice during the pendency of a claim as often as reasonably required; and
- 2) an autopsy conducted for a Covered Person for whom a claim is made in case of death, where not prohibited by law.

**Time of Payment of Claims:**

Benefits payable under this Certificate will be paid immediately after Our receipt of due written Proof of Loss.

**Payment of Claims:**

All payments are payable to You. Any benefits unpaid at the time of Your death will be paid to:

- 1) Your designated beneficiary(ies); or if none, then to
- 2) Your estate.

**Beneficiary Designation:** In the event of Your death, You should designate one or more beneficiaries to receive any benefits under the Policy that are unpaid at the time of Your death. Beneficiary records will be kept by the Policyholder, Department, plan administrator or the office/system where beneficiary records for the Policy are kept.

**Change of Beneficiary:**

The beneficiary may be changed at any time by You or Your assignee (if You assigned this insurance). To make a change, a request should be provided to the Policyholder, Department, plan administrator or to the office/system where beneficiary records for the Policy are kept. If it is not known where the records are kept, then the request may be provided to Us. When received by the Policyholder, Department, plan administrator, office/system where beneficiary records for the Policy are kept or Us, the change will take effect as of the date the request is signed. The change will not apply to any payments or other action taken by Us before the request was received.

The right to change of beneficiary is reserved to You, and the consent of the beneficiary or beneficiaries shall not be requisite to any change in beneficiary, unless the current beneficiary designation is irrevocable.

**Claim Denial:**

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the Policy provisions on which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary;
- 4) provide an explanation of the review procedure; and
- 5) include contact information for the Florida Office of Insurance Regulation.

**Claim Appeal:**

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so he or she:

- 1) must request a review upon written application within 60 days of receipt of claim denial;
- 2) may request copies of all documents, records, and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will make a final decision no more than 45 days after We receive Your timely appeal. The time for a final decision may be extended for one additional 45 day period by notifying You in writing that an extension is necessary due to special circumstances, identifying those circumstances and providing You the date We expect to have a final decision on the claim.

We will respond to You in writing with Our final decision on the claim.

## **GENERAL PROVISIONS**

**Statements:**

In the absence of fraud, all statements made by the Policyholder or any Covered Person will be considered representations and not warranties. No statement made by a Covered Person will be used in any contest unless a copy of the statement is furnished to the Covered Person or personal representative. No statement made by a Covered Person shall avoid the insurance or reduce benefits unless contained in a written instrument signed by such Covered Person.

**Time Limit on Certain Defenses:**

After a Covered Person has been insured under the Policy for 2 years during his or her lifetime, no statement made by a Covered Person, except fraudulent misstatements, will be used to reduce or deny a claim beginning after the 2 year period. In order to be used, the statement must be in writing and signed by You.

**Legal Actions:**

No legal action may start:

- 1) until 60 days after proof of loss has been given;
- 2) more than 6 years after the time proof of loss is required to be given.

**Policy Interpretation:**

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy.

**Insurance Fraud:**

Insurance fraud occurs when You, the Policyholder or Your Department provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You, Your Dependents and/or Your Department commit insurance fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit insurance fraud. We will pursue all available legal remedies if You, Your Dependents and/or Your Department perpetrate insurance fraud.

**Conformity with State Statutes:**

Any provision of the Policy which, on its effective date, conflicts with any applicable law is amended to meet the minimum requirements of the law.

**Time Periods:**

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

**Workers' Compensation:**

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.