

**FIREFIGHTER CANCER INSURANCE
LONG-TERM DISABILITY COVERAGE – DEPARTMENT PAID
NON-CERTIFIED VOLUNTEER FIREFIGHTERS**



First Responders Insurance Company, Inc.
DBA Alabama First Responders Benefits Program
P.O. Box 382408
Birmingham, AL 35238

CERTIFICATE OF INSURANCE

Policyholder:

Policy Number:

Policy Effective Date:

Policy Anniversary Date: January 1

We have issued The Policy to the Policyholder to extend coverage to the Eligible Firefighters of the 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.

NOTICE: The benefits of the policy providing You coverage do not reflect all the rights and benefits to which You are entitled to per Alabama law, ACT2019-361.

Please contact First Responders Benefits Program at 1-800-23-CANCER or cancerinsurance@alfrbp.com with any questions.

Signed for First Responders Insurance Company, Inc.

A handwritten signature in cursive script that reads "Terry E. Young".

*Terry Young, President
First Responders Insurance Company, Inc.*

The Alabama First Responders Benefits Program (FRBP) "the Program" is provided by First Responders Insurance Company, Inc. (FRIC), an Alabama based insurance Company licensed in the State of Alabama through the Department of Insurance. Actual Program benefits, rates, terms, and conditions are subject to change based on regulatory requirements and changes in employer operations or information. © Alabama First Responders Benefits Program 2023. All Rights Reserved.

TABLE OF CONTENTS

SCHEDULE OF INSURANCE..... 3
 Cost of Coverage 3
 Eligible Class(es) For Coverage 3
 Monthly Benefit 3
ELIGIBILITY AND ENROLLMENT 3
 Eligible Persons..... 3
 Eligibility for Coverage 3
 Enrollment 3
PERIOD OF COVERAGE..... 3
 Effective Date 3
 Deferred Effective Date..... 3
 Termination 3
 Continuation Provisions 3
BENEFITS..... 5
 Disability Benefit 5
 Recurrent Disability 5
 Calculation of Monthly Benefit 6
 Termination of Payment 6
EXCLUSIONS AND LIMITATIONS 6
GENERAL PROVISIONS 6
DEFINITIONS 10

SCHEDULE OF INSURANCE

The Policy of long term Disability insurance provides You with long term income protection if You become Disabled from Cancer.

The benefits described herein are those in effect as of January 1, 2024.

Cost of Coverage: You are not required to contribute toward the cost of coverage.

Eligible Class(es) For Coverage: All Eligible Firefighters.

Elimination Period: 180 day(s).

Maximum Monthly Benefit: \$1,500.

Lifetime Maximum Duration of Benefits: 36 Months.

ELIGIBILITY AND ENROLLMENT

Eligible Persons: *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

Eligibility for Coverage: *When will I become eligible?*

You will become eligible for coverage on The Policy Effective Date.

Enrollment: *How do I enroll for coverage?*

All Eligible Firefighters will be enrolled automatically by the Department.

PERIOD OF COVERAGE

Effective Date: *When does my coverage start?*

Your coverage will start on the date You become eligible.

Deferred Effective Date: *When will my effective date for coverage or a change in my coverage be deferred?*

If You are absent from work due to Cancer on the date Your insurance would otherwise have become effective, Your coverage will not become effective until You meet the definition of an Active Firefighter for at least one full day.

Termination: *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the date premium payment is due but not paid;
- 3) the date Your Department ceases participation in The Policy;
- 4) the date You request Your coverage to terminate; or
- 5) the date You cease to be an Active Firefighter with Your Department for any other reason.

unless continued in accordance with any of the Continuation Provisions.

Continuation Provisions: *Can my coverage be continued beyond the date it would otherwise terminate?*

Coverage can be continued by Your Department beyond a date shown in the Termination provision, if Your Department provides a plan of continuation which applies to all Eligible Firefighters the same way. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium by the Department; and
- 3) terminates if:
 - a) The Policy terminates; or

b) coverage for Your class terminates.

In any event, Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before Your coverage was continued. Coverage may be continued in accordance with the above restrictions and as described below:

Military Leave of Absence: If You enter active military service and are granted a military leave of absence in writing, Your coverage may be continued for up to one year. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

Family and Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to one year, or longer if required by other applicable law, following the date Your leave commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Extended Continuation: *Can I continue coverage under The Alabama First Responders Benefits Program pursuant to AL HB360 if coverage terminates?*

You may be able to continue coverage under this provision if You no longer meet the definition of an Active Firefighter, provided You have been covered pursuant to Alabama law, AL HB360, for at least one year.

How do I request Extended Continuation of coverage?

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 that 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 date in which You again meet the definition of an Active Firefighter and become eligible for coverage under The Policy as a result of active firefighter status pursuant to AL HB360.

Coverage continued under this provision will also end in accordance with the Termination provision. Except as described in this provision, coverage continued under this provision is subject to all other terms and provisions of The Policy.

Coverage while Disabled: *Does my insurance continue while I am Disabled and no longer an Active Firefighter?*

If You are Disabled and You cease to be an Active Firefighter, Your insurance will be continued:

- 1) during the Elimination Period while You remain Disabled by the same Disability; and
- 2) after the Elimination Period for as long as You are entitled to benefits under The Policy.

Waiver of Premium: *Am I required to pay premiums while I am Disabled?*

No premium will be due for You:

- 1) after the Elimination Period; and
- 2) for as long as benefits are payable.

Extension of Benefits for Disability: *Do benefits continue if The Policy terminates or the Department stops participating in The Policy?*

If You are entitled to benefits while Disabled and The Policy terminates or the Department stops participating in The Policy, benefits:

- 1) will continue as long as You remain Disabled by the same Disability; but
- 2) will not be provided beyond the date We would have ceased to pay benefits had the insurance remained in force.

Termination of The Policy or the Department's cessation of participating in The Policy for any reason will have no effect on Our liability under this provision.

Conversion Right: *If my coverage under The Policy stops, do I have a right to conversion?*

If Your insurance terminates because:

- 1) Your service as a Firefighter for the Department ends;
- 2) You are no longer in an eligible Class; or
- 3) Your coverage under the Extended Continuation provision ends;

and if:

- 1) a Disability is not preventing You from meeting the definition of an Active Firefighter;
- 2) the insurance for Your Class or The Policy has not terminated;
- 3) You are not eligible for coverage under The Policy under another Class; and
- 4) You are not eligible or covered for similar benefits under another group policy;

then You are eligible to enroll for personal insurance under another group policy called the group long term disability conversion policy.

How do I convert my coverage?

To obtain coverage under the group long term disability conversion policy, You must:

- 1) send Us a written enrollment request; and
- 2) pay the required premium and enrollment fee for the conversion policy;

within 30 days of the termination of Your insurance.

If You meet the preceding conditions, We will issue You a certificate of insurance under the group long term disability conversion policy. Such coverage will:

- 1) be issued without Evidence of Insurability;
- 2) be on one of the forms then being issued by Us for conversion purposes; and
- 3) be effective on the day following the date Your insurance under The Policy terminates.

The coverage available under the conversion policy may differ from The Policy. We will determine the terms of the group long term disability conversion policy, including:

- 1) the type and amount of coverage provided; and
- 2) the premium payable;

based on the kinds of insurance provided by the group long term disability conversion policy at the time such enrollment request is made.

BENEFITS

Disability Benefit: *What are my Disability Benefits under The Policy?*

We will pay You a Monthly Benefit if You:

- 1) become Disabled while insured under The Policy;
- 2) are Disabled throughout the Elimination Period;
- 3) remain Disabled beyond the Elimination Period; and
- 4) submit Proof of Loss to Us.

Benefits accrue as of the first day after the Elimination Period and are paid monthly. However, benefits will not exceed the Lifetime Maximum Duration of Benefits.

Recurrent Disability: *What happens if I Recover but become Disabled again?*

Periods of Recovery during the Elimination Period for Your Department will not interrupt the Elimination Period, if the number of days You return to work as an Active Firefighter for Your Department are less than one-half (1/2) the number of days of Your Elimination Period.

Any day within such period of Recovery, will not count toward the Elimination Period.

After the Elimination Period, if You return to work as an Active Firefighter for Your Department and then become Disabled and such Disability is:

- 1) due to the same cause; or
- 2) due to a related cause; and
- 3) within 6 months of the return to work;

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided
FORM LTD_NONCERT_DPD | (1.1.2024)

The Policy remains in force.

If You return to work as an Active Firefighter for Your Department 6 months or more, any recurrence of a Disability will be treated as a new Disability. The new Disability is subject to a new Elimination Period.

Period of Disability means a continuous length of time during which You are Disabled under The Policy.

Recover or Recovery means that You are no longer Disabled and have returned to work with the Department and premiums are being paid for You.

Calculation of Monthly Benefit: *How are my Disability benefits calculated?*

If You remain Disabled after the Elimination Period, We will determine Your Monthly Benefit by deducting Other Income Benefits from the Maximum Monthly Benefit.

If an overpayment occurs, We may recover all or any portion of the overpayment, in accordance with the Overpayment Recovery provision.

Partial Month Payment: *How is the benefit calculated for a period of less than a month?*

If a Monthly Benefit is payable for a period of less than a month, We will pay 1/30 of the Monthly Benefit for each day You were Disabled.

Termination of Payment: *When will my benefit payments end?*

Benefit payments will stop on the earliest of:

- 1) the date You are no longer Disabled;
- 2) the date You fail to furnish Proof of Loss;
- 3) the date You are no longer under the Regular Care of a Physician;
- 4) the date You refuse Our request that You submit to an examination by a Physician or other qualified medical professional;
- 5) the date of Your death; or
- 6) the last day benefits are payable according to the Maximum Duration of Benefits.

EXCLUSIONS AND LIMITATIONS

Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability unless You are under the Regular Care of a Physician. Disability or Disabled means as a result of Cancer, You are prevented from meeting the definition of Active Firefighter.

GENERAL PROVISIONS

Notice of Claim: *When should I notify the Company of a claim?*

You must give Us written notice of a claim within 30 days after Disability occurs. Failure to give notice within such time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible. Such notice must include Your name, Your address and The Policy Number.

Claim Forms: *Are special forms required to file a claim?*

Upon receiving a Notice of Claim, We will send You claims forms through electronic means to provide Proof of Loss, or you may download claims forms at www.alfrbp.com/resources.

Proof of Loss: *What is Proof of Loss?*

Proof of Loss may include but is not limited to the following:

- 1) documentation of
 - a) the date Your Disability began;
 - b) the cause of Your Disability;
 - c) the prognosis of Your Disability;
 - d) any income, including but not limited to copies of Your filed and signed federal and state tax returns; and
 - e) evidence that You are under the Regular Care of a Physician;

- 2) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 3) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;
- 4) Your signed authorization for Us to obtain and release:
 - a) medical, employment and financial information; and
 - b) any other information We may reasonably require;
- 5) disclosure of all information and documentation required by Us relating to Other Income Benefits;
- 6) proof that You and Your dependents have applied for all Other Income Benefits which are available; and
- 7) disclosure of all information and documentation required by Us in order to exercise Our Subrogation or Reimbursement rights.

You will not be required to claim any retirement benefits which You may only get on a reduced basis. All proof submitted must be satisfactory to Us.

Additional Proof of Loss: *What Additional Proof of Loss is the Company entitled to?*

To assist Us in determining if You are Disabled, or to determine if You meet any other term or condition of The Policy, We have the right to require You to:

- 1) meet and interview with Our representative; and
- 2) be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of Our choice.

Any such interview, meeting or examination will be:

- 1) at Our expense; and
- 2) as reasonably required by Us.

Your Additional Proof of Loss must be satisfactory to Us. Unless We determine You have a valid reason for refusal, We may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by Our representative.

Sending Proof of Loss: *When must Proof of Loss be given?*

Written Proof of Loss must be sent to Us within 90 days following the completion of the Elimination Period. If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not reasonably possible to give proof within the required time; and
- 2) proof is given as soon as reasonably possible; but
- 3) not later than 1 year after it is due, unless You are not legally competent.

We may request Proof of Loss throughout Your Disability, as reasonably required. In such cases, We must receive the proof within 30 day(s) of the request.

Claim Payment: *When are benefit payments issued?*

When We determine that You;

- 1) are Disabled; and
- 2) eligible to receive benefits;

We will pay accrued benefits at the end of each month that You are Disabled. We may, at Our option, make an advance benefit payment based on Our estimated duration of Your Disability. If any payment is due after a claim is terminated, it will be paid as soon as Proof of Loss satisfactory to Us is received.

Benefits may be subject to interest payments as required by applicable law.

Claims to be Paid: *To whom will benefits for my claim be paid?*

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent;

then We may pay up to \$1,000 to a person who is Related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

Claim Denial: *What notification will I receive if my claim is denied?*

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; and
- 4) provide an explanation of the review procedure.

Claim Appeal: *What recourse do I have if my claim is denied?*

On any claim, You or Your representative may appeal to Us for a full and fair review. To do so You:

- 1) must request a review upon written application within:
 - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
 - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records, and other information relevant to Your claim; and
- 3) may submit written comments, documents, records and other information relating to Your claim.

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

Overpayment: *When does an overpayment occur?*

An overpayment occurs:

- 1) when We determine that the total amount We have paid in benefits is more than the amount that was due to You under The Policy; or
- 2) when payment is made by Us that should have been made under another group policy.

This includes, but is not limited to, overpayments resulting from:

- 1) retroactive awards received from sources listed in the Other Income Benefits definition;
- 2) failure to report, or late notification to Us of any Other Income Benefit(s) or earned income;
- 3) misstatement;
- 4) fraud; or
- 5) any error We may make.

Overpayment Recovery: *How does the Company exercise the right to recover overpayments?*

We have the right to recover from You any amount that We determine to be an overpayment. You have the obligation to refund to Us any such amount. Our rights and Your obligations in this regard may also be set forth in the reimbursement agreement You will be required to sign when You become eligible for benefits under The Policy.

If benefits are overpaid on any claim, You must reimburse Us within 30 days. If

reimbursement is not made in a timely manner, We have the right to:

- 1) recover such overpayments from:
 - a) You;
 - b) any other organization;
 - c) any other insurance company;
 - d) any other person to or for whom payment was made; and
 - e) Your estate;
- 2) reduce or offset against any future benefits payable to You or Your survivors, until full reimbursement is made. Payments may continue when the overpayment has been recovered;
- 3) refer Your unpaid balance to a collection agency; and
- 4) pursue and enforce all legal and equitable rights in court.

Subrogation: *What are Our subrogation rights?*

If You:

- 1) suffer a Disability caused, in full or in part, by the act or omission of any person or legal entity;
- 2) become entitled to and are paid benefits under The Policy in compensation for lost wages; and
- 3) do not initiate legal action for the recovery of such benefits from a Third Party in a reasonable period of time or notify Us that You do not intend to do so;

then We will be subrogated to any rights You may have against a Third Party and may, at Our option, bring legal action against or otherwise pursue a Third Party to recover any payments made by Us in connection with the Disability.

Third Party as used in this provision, means:

- 1) any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under The Policy; or
- 2) any insurer, including Your own, that provides benefits to You as a result of the act or omission which causes You to suffer a Disability for which benefits are paid or payable under The Policy.

Reimbursement: *What are Our reimbursement rights?*

We have the right to be reimbursed for any benefit payments made or required to be made under The Policy for a Disability for which You recover any funds from a Third Party.

If You recover any funds from a Third Party as:

- 1) a legal judgment;
- 2) an arbitration award; or
- 3) a settlement or otherwise;

You or Your attorney shall hold in constructive trust the lesser of:

- 1) the entire amount of the benefit payment(s) made or required to be made by Us; or
- 2) the total amount of the recovered funds;

less Our pro rata share of any reasonable attorneys' fees and court costs associated with the recovered funds. We have the right of first reimbursement regardless of:

- 1) whether You are made whole;
- 2) how the recovered funds are characterized; or
- 3) whether the particular funds recovered are still in Your possession.

By accepting benefit payment(s) under The Policy, You:

- 1) agree to cooperate fully with Our reimbursement rights, including disclosure of all information and documentation required by Us in order to exercise Our reimbursement rights; and
- 2) will not do anything to prejudice Our reimbursement rights.

You or Your attorney's failure to cooperate fully with Our reimbursement rights may result in denial or termination of Your benefits under The Policy.

Third Party as used in this provision, means:

- 1) any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under The Policy; or
- 2) any insurer, including Your own, that provides benefits to You as a result of the act or omission which causes You to suffer a Disability for which benefits are paid or payable under The Policy.

Legal Actions: *When can legal action be taken against Us?*

No legal action against Us may start:

- 1) until 60 days after written proof of loss is given; or
- 2) after the expiration of the applicable statute of limitations beginning from the time written proof of loss is required to be given.

Insurance Fraud: *How does the Company deal with fraud?*

Insurance Fraud occurs when You and/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 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 and/or Your Department perpetrate Insurance Fraud.

Misstatements: *What happens if facts are misstated?*

If material facts about You were not stated accurately:

- 1) Your premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

No statement, except fraudulent misstatements, made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the

statement must be in writing and signed by You.

All statements made by The Policyholder, the Department or You under The Policy will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary or Your representative.

Policy Interpretation: *Who interprets the terms and conditions of The Policy?*

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

Physical Examinations and Autopsy: *Will I be examined during the course of my claim?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a loss examined by a Physician when and as often as reasonably necessary; and
- 2) to make an autopsy in case of death where it is not forbidden by law.

DEFINITIONS

Active means continuous service in the firefighting industry without a break in service of 90 days or more, unless otherwise defined in The Policy.

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. Active Firefighters must be listed on the roster to be covered under this plan.

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. This includes but is not limited to, cancer of the bladder, blood, brain, breast, cervical, esophageal, intestinal, kidney, lymphatic, lung, prostate, rectum, respiratory tract, skin, testicular, and thyroid cancer, leukemia, multiple myeloma, Hodgkin's lymphoma, and non-Hodgkin's lymphoma.

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.

Department means any Volunteer Fire Department that participates in The Policy and for which You provide services as an Active Firefighter.

Disability or Disabled means as a result of Cancer, which was diagnosed after at least 12 months of service as a firefighter, You are prevented from meeting the definition of Active Firefighter.

Eligible Firefighter means a Non-Certified Volunteer Firefighter who has been an Active volunteer for at least 12 consecutive months in the industry.

Elimination Period means the number of consecutive days at the beginning of any one period of Disability which must elapse before benefits are payable.

Monthly Benefit means a monthly sum payable to You while You are Disabled, subject to the terms of The Policy.

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.

Other Income Benefits means the amount of any disability benefit or other benefit for loss of income, provided to You as a result of the period of Disability for which You are claiming benefits under The Policy. This includes any such benefits that are paid to You, or to a third party on Your behalf, pursuant to any:

- 1) temporary, permanent disability, or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 2) governmental law or program that provides disability or unemployment benefits as a result of Your job with the Department;
- 3) plan or arrangement of coverage, whether insured or not, which is received from the Department as a result of employment by or association with the Department or which is the result of membership in or association with any group, association, union or other organization;
- 4) mandatory "no-fault" automobile insurance plan;
- 5) disability benefits under:
 - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
 - b) the Railroad Retirement Act;
 - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
 - d) similar plan or act;
 that You are eligible to receive because of Your Disability; or
- 6) disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
 - a) that begins after You become Disabled; or
 - b) that You were receiving before becoming Disabled, but only as to the amount of any increase in the benefit attributed to Your Disability.

Other Income Benefits also means the amount of any payments that are made to You or to Your family, or to a third party on Your behalf, pursuant to any:

- 1) disability benefit under Your Department's Retirement Plan;
- 2) temporary, permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 3) portion of a judgement or settlement of a claim or lawsuit that represents or compensates for Your loss of earnings, less Our pro rata share of any associated reasonable attorneys' fees and court costs;
- 4) retirement benefit from a Retirement Plan that is wholly or partially funded by Department contributions, unless:
 - a) You were receiving it prior to becoming Disabled; or
 - b) You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement;
 (Other Income Benefits will not include the portion, if any, of such retirement benefit that was funded by Your after-tax contributions.); or
- 5) retirement benefits under:
 - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
 - b) the Railroad Retirement Act;
 - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
 - d) similar plan or act;
 that You, Your spouse and/or children receive because of Your retirement, unless You were receiving them prior to becoming Disabled.

Notwithstanding any other provision to the contrary, Other Income Benefits does not include any payments made to You, or to a third party on Your behalf, pursuant to any insurance that is purchased solely by You which covers the Disability.

If You are paid Other Income Benefits in a lump sum or settlement, You must provide proof satisfactory to Us of:

- 1) the amount attributed to loss of income; and
- 2) the period of time covered by the lump sum or settlement.

We will pro-rate the lump sum or settlement over this period of time. If You cannot or do not provide this information, We will assume the entire sum to be for loss of income, and the time period to be 24 month(s). We may make a retroactive allocation of any retroactive Other Income Benefit. A retroactive allocation may result in an overpayment of Your claim.

The amount of any increase in Other Income Benefits will not be included as Other Income Benefits if such increase:

- 1) takes effect after the date benefits become payable under The Policy; and
- 2) is a general increase which applies to all persons who are entitled to such benefits.

Physician means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not You or Related to You by blood or marriage.

Regular Care of a Physician means that You are being treated by a Physician:

- 1) whose medical training and clinical experience are suitable to treat Your disabling condition; and
- 2) whose treatment is:
 - a) consistent with the diagnosis of the disabling condition;
 - b) according to guidelines established by medical, research, and rehabilitative organizations; and
 - c) administered as often as needed;to achieve the maximum medical improvement.

Related means Your spouse, or other adult living with You, or Your sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

The Policy means The Policy which We issued to The Policyholder under The Policy Number shown on the face page.

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, or Our means First Responders Insurance Company, Inc.

You or Your means the person to whom this Certificate is issued.

The plan described in this booklet is insured by First Responders Insurance Company, Inc.

The Alabama First Responders Benefits Program (FRBP) "the Program" is provided by First Responders Insurance Company, Inc. (FRIC), an Alabama based insurance Company licensed in the State of Alabama through the Department of Insurance. Actual Program benefits, rates, terms, and conditions are subject to change based on regulatory requirements and changes in employer operations or information. © Alabama First Responders Benefits Program 2023. All Rights Reserved.