

# **YOUR BENEFIT PLAN**



ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA –  
INTERLOCAL RISK MANAGEMENT AGENCY

**Group Disability Income Insurance**



**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**

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

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries.

**CERTIFICATE OF INSURANCE**

**Policyholder:** ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA – INTERLOCAL RISK MANAGEMENT AGENCY

**Policy Number:** 681160

**Policy Effective Date:** January 1, 2018

**Policy Anniversary Date:** January 1, 2019

We have issued The Policy to the Policyholder. 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 the Company

A handwritten signature in dark ink, appearing to read "Lisa Levin".

Lisa Levin, Secretary

A handwritten signature in dark ink, appearing to read "Michael Concannon".

Michael Concannon, President

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**READ YOUR CERTIFICATE CAREFULLY**

*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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## SCHEDULE OF INSURANCE

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

### **Cost of Coverage:**

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

**Eligible Class(es) For Coverage:** All Active Firefighters who are citizens or legal residents of the United States as follows:

Class 1: full-time and part-time employed firefighters

Class 2: volunteer firefighters

### **Eligibility Waiting Period for Coverage through a Participating Department:**

12 consecutive months of service as an Active Firefighter with that Participating Department

A Firefighter must satisfy the Eligibility Waiting Period for Coverage with a single Participating Department in order to be provided coverage with that department. Service for one Participating Department cannot be combined with service for another Participating Department for the purpose of satisfying the Eligibility Waiting Period.

**Elimination Period:** 180 days

[With respect to Class 1:

**Benefit Percentage:** 60%

**Maximum Monthly Benefit:** \$5,000

**Minimum Monthly Benefit:** The greater of:

- 1) \$100; or
- 2) 10% of the benefit based on Monthly Income Loss before the deduction of Other Income Benefits.]

[With respect to Class 2:

**Maximum Monthly Benefit:** \$1,500

The Maximum Monthly Benefit is based on all coverage under the Policy, even if You have coverage under the Policy from more than one entity for whom You perform Firefighter services.]

### **Maximum Duration of Benefits:**

36 months

### **Additional Benefit:**

#### **Family Care Credit Benefit**

see benefit

#### **Survivor Income Benefit**

see benefit

#### **Workplace Modification Benefit**

see benefit

## 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 latest to occur

of: 1) the Policy Effective Date;

- 2) the date on which the department for which You provide services as an Active Firefighter becomes a Participating Department; or
- 3) the date on which You complete the Eligibility Waiting Period for Coverage through a Participating Department shown in the Schedule of Insurance, if applicable.

**Enrollment:** *How do I enroll for coverage?*

All eligible Active Firefighters will be enrolled automatically by the Policyholder.

## 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 service as an Active Firefighter due to:

- 1) accidental bodily injury;
- 2) sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy;

on the date Your insurance, or increase in coverage, would otherwise have become effective, Your insurance, or increase in coverage will not become effective until You are Actively at Work one full day.

**Continuity From A Prior Policy:** *Is there continuity of coverage from a Prior Policy?*

If You were:

- 1) insured under the Prior Policy; and
- 2) not eligible to receive benefits under the Prior Policy;

on the day before the Policy Effective Date, the Deferred Effective Date provision will not apply.

*Do I have to satisfy an Elimination Period under The Policy if I was Disabled under the Prior Policy?*

If You received monthly benefits for disability under the Prior Policy, and You returned to work as an Active Firefighter before the date coverage began for the Participating Department, then, if within 6 months of Your return to work:

- 1) You have a recurrence of the same disability while covered under The Policy; and
- 2) there are no benefits available for the recurrence under the Prior Policy;

the Elimination Period, which would otherwise apply, will be waived if the recurrence would have been covered without any further elimination period under the Prior Policy.

**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 The Policy no longer insures Your Class;
- 3) the date premium payment is due but not paid;
- 4) the date the Participating Department(s) through which You have coverage under the Policy terminates Your employment;
- 5) the date the Participating Department(s) through which You have coverage under the Policy ceases participation in the Policy;
- 6) the date You are no longer a Firefighter with the Participating Department(s) through which You have coverage under the Policy; or
- 7) the date You cease to be an Active Firefighter in an eligible Class for any reason;

unless continued in accordance with any of the Continuation Provisions or if You are eligible for coverage under another Participating Department.

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

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

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

- b) the Participating Department ceases participation in the Policy; or
- c) 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 12 weeks. 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 12 weeks, or 26 weeks if You qualify for Family Military Leave, 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.

**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:** *Are any premiums due for me 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 Participating Department stops participating in the Policy?*

If You are entitled to benefits while Disabled and the Policy terminates or the Participating 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 Participating 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 Participating Department ends; or
- 2) You are no longer in an eligible Class;

and if:

- 1) a Disability is not preventing You from performing duties of Your Occupation;
- 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 Maximum Duration of Benefits.

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

Periods of Recovery during the Elimination Period for one Participating Department will not interrupt the Elimination Period, if the number of days You return to work as an Active Firefighter for that Participating 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 that Participating 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 You are still insured by The Policy.

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

**Period of Disability** means a continuous length of time during which You are Disabled with respect to a specific Participating Department under The Policy.

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

[With respect to Class 1:

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

If You remain Disabled after the Elimination Period, We will determine Your Monthly Benefit as follows:

- 1) multiply Your Pre-disability Earnings from each Participating Department from which You have been Disabled for the Elimination Period by the Benefit Percentage;
- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit. Current Monthly Earnings will not be used to reduce Your Monthly Benefit, except as follows. If the sum of Your Monthly Benefit and Your Current Monthly Earnings exceeds 100% of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of excess.

### **Calculation of Monthly Benefit:** *What happens if the sum of my Monthly Benefit, Current Monthly Earnings, and Other Income Benefits exceeds 100% of my Pre-disability Earnings?*

If the sum of Your Monthly Benefit, Current Monthly Earnings, and Other Income Benefits exceeds 100% of Your Pre-disability Earnings from all Participating Departments from which You are Disabled, We will reduce Your Monthly Benefit by the amount of the excess. However, Your Monthly Benefit will not be less than the Minimum Monthly Benefit.

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

[With respect to Class 2:

**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.]

**Minimum Monthly Benefit:** *Is there a Minimum Monthly Benefit?*

Your Monthly Benefit will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.

**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;
- 6) the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition;
- 7) the last day benefits are payable according to the Maximum Duration of Benefits;
- 8) the date no further benefits are payable under any provision in The Policy that limits benefit duration; or
- 9) the date You refuse to participate in a Rehabilitation program, or refuse to cooperate with or try:
  - a) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;
  - b) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;provided a qualified Physician or other qualified medical professional agrees that such modifications, Rehabilitation program or adaptive equipment accommodate Your medical limitation.

[With respect to Class 1:

**Family Care Credit Benefit:** *What if I must incur expenses for Family Care Services in order to participate in a Rehabilitation program?*

If You are working as part of a program of Rehabilitation, We will, for the purpose of calculating Your benefit, deduct the cost of Family Care from earnings received from work as a part of a program of Rehabilitation, subject to the following limitations:

- 1) Family Care means the care or supervision of:
  - a) Your children under age 13; or
  - b) a member of Your household who is mentally or physically handicapped and dependent upon You for support and maintenance;
- 2) the maximum monthly deduction allowed for each qualifying child or family member is:
  - a) \$350 during the first 12 months of Rehabilitation; and
  - b) \$175 thereafter;but in no event may the deduction exceed the amount of Your monthly earnings;
- 3) Family Care Credits may not exceed a total of \$2,500 during a calendar year;
- 4) the deduction will be reduced proportionally for periods of less than a month;
- 5) the charges for Family Care must be documented by a receipt from the caregiver;
- 6) the credit will cease on the first to occur of the following:
  - a) You are no longer in a Rehabilitation program; or
  - b) Family Care Credits for 24 months have been deducted during Your Disability; and
- 7) no Family Care provided by someone Related to the family member receiving the care will be eligible as a deduction under this provision.



Your Current Monthly Earnings after the deduction of Your Family Care Credit will be used to determine Your Monthly Income Loss.]

[With respect to Class 1:

**Survivor Income Benefit:** *Will my survivors receive a benefit if I die while receiving Disability Benefits?*

If You were receiving a Monthly Benefit at the time of Your death, We will pay a Survivor Income Benefit, when We receive proof satisfactory to Us:

- 1) of Your death; and
- 2) that the person claiming the benefit is entitled to it.

We must receive the satisfactory proof for Survivor Income Benefits within 1 year of the date of Your death.

The Survivor Income Benefit will only be paid:

- 1) to Your Surviving Spouse; or
- 2) if no Surviving Spouse, in equal shares to Your Surviving Children. If there is no Surviving Spouse or Surviving Children, then no benefit will be paid.

However, We will first apply the Survivor Income Benefit to any overpayment which may exist on Your claim.

If a minor child is entitled to benefits, We may, at Our option, make benefit payments to the person caring for and supporting the child until a legal guardian is appointed.

The Survivor Income Benefit is calculated as 3 times the lesser of:

- 1) Your Monthly Income Loss multiplied by the Benefit Percentage in effect on the date of Your death; or
- 2) The Maximum Monthly Benefit.]

[With respect to Class 2:

**Survivor Income Benefit:** *Will my survivors receive a benefit if I die while receiving Disability Benefits?*

If You were receiving a Monthly Benefit at the time of Your death, We will pay a Survivor Income Benefit, when We receive proof satisfactory to Us:

- 1) of Your death; and
- 2) that the person claiming the benefit is entitled to it.

We must receive the satisfactory proof for Survivor Income Benefits within 1 year of the date of Your death.

The Survivor Income Benefit will only be paid:

- 1) to Your Surviving Spouse; or
- 2) if no Surviving Spouse, in equal shares to Your Surviving Children. If there is no Surviving Spouse or Surviving Children, then no benefit will be paid.

However, We will first apply the Survivor Income Benefit to any overpayment which may exist on Your claim.

If a minor child is entitled to benefits, We may, at Our option, make benefit payments to the person caring for and supporting the child until a legal guardian is appointed.

The Survivor Income Benefit is calculated as 3 times Your Maximum Monthly Benefit.]

**Surviving Spouse** means Your spouse who was not legally separated or divorced from You when You died.

“Spouse” will include Your domestic partner provided You:

- 1) have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for purposes of The Policy; or
- 2) have registered as domestic partners with a government agency or office where such registration is available and provide proof of such registration unless requiring proof is prohibited by law.

You will continue to be considered domestic partners provided You continue to meet the requirements described in the domestic partner affidavit or required by law.

**Surviving Children** means Your unmarried children, step children, legally adopted children who, on the date You die, are primarily dependent on You for support and maintenance and who are under age 25.

The term Surviving Children will also include any other children related to You by blood or marriage or domestic partnership and who:

- 1) lived with You in a regular parent-child relationship; and

- 2) were eligible to be claimed as dependents on Your federal income tax return for the last tax year prior to Your death.

[With respect to Class 1:

**Workplace Modification Benefit:** *Will the Rehabilitation program provide for modifications to my workplace to accommodate my return to work?*

We will reimburse the Participating Department for the expense of reasonable Workplace Modifications to accommodate Your Disability and enable You to return to work as an Active Firefighter. You qualify for this benefit if:

- 1) Your Disability is covered by The Policy;
- 2) the Participating Department agrees to make modifications to the workplace in order to reasonably accommodate Your return to work and the performance of the Essential Duties of Your job as an Active Firefighter; and
- 3) We approve, in writing, any proposed Workplace Modifications.

Benefits paid for such Workplace Modification shall not exceed \$25,000.

We have the right, at Our expense, to have You examined or evaluated by:

- 1) a Physician or other health care professional; or
- 2) a vocational expert or rehabilitation specialist;

of Our choice so that We may evaluate the appropriateness of any proposed modification.

We will reimburse the Participating Department's costs for approved Workplace Modifications after:

- 1) the proposed modifications made on Your behalf are complete;
- 2) We have been provided written proof of the expenses incurred to provide such modification; and
- 3) You have returned to work as an Active Firefighter.

**Workplace Modification** means change in Your work environment, or in the way a job is performed, to allow You to perform, while Disabled, the Essential Duties of Your job. Payment of this benefit will not reduce or deny any benefit You are eligible to receive under the terms of The Policy.]

## 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.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by the Participating Department; and
- 2) was terminated before the Effective Date of coverage for the Participating

Department; no benefits will be payable for the Disability under the Policy.

## 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 or loss 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?*

We will send forms to You to provide Proof of Loss, within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, You may submit any other written proof which fully describes the nature and extent of Your claim.

**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) Your Pre-disability Earnings, Current Monthly Earnings or 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.

**Social Security:** *When must I apply for Social Security Benefits?*

You must apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You must apply within 45 days from the date of Our request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

- 1) to follow the process established by the Social Security Administration to reconsider the denial; and
- 2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

**Plan Offered by a State or Municipal Government:** *When must I apply for benefits under a plan offered by a state or municipal government?*

You must apply for disability benefits under a plan offered by a state or municipal government, such as those offered by a public employee retirement system or state teacher retirement system, when the length of Your Disability meets the minimum duration required to apply for such benefits and You are eligible under the plan. You must apply within 45 days from the date of Our request. If the administrator of that alternative plan denies Your eligibility for benefits, You will be required to follow the process established by the administrator to reconsider the denial.

**Benefit Estimates:** *How does the Company estimate Disability benefits under the United States Social Security Act or an alternative plan offered by a state or municipal government?*

We reserve the right to reduce Your Monthly Benefit by estimating the Social Security disability benefits, or disability benefits under an alternative plan offered by a state or municipal government, that You or Your spouse and children may be eligible to receive.

When We determine that You or Your dependent may be eligible for benefits, We may estimate the amount of these benefits. We may reduce Your Monthly Benefit by the estimated amount.

Your Monthly Benefit will not be reduced by estimated Social Security disability benefits nor disability benefits under an alternative plan offered by a state or municipal government if:

- 1) You apply for Social Security disability benefits, or disability benefits under an alternative plan offered by a state or municipal government if applicable, and pursue all required appeals in accordance with the Social Security and Plan Offered by a State or Municipal Government provisions; and
- 2) You have signed a form authorizing the Social Security Administration, or the administrator of the alternative plan offered by a state or municipal government if applicable, to release information about awards directly to Us; and
- 3) You have signed and returned Our reimbursement agreement, which confirms that You agree to repay all overpayments.

If We have reduced Your Monthly Benefit by an estimated amount and:

- 1) You or Your dependent are later awarded Social Security disability benefits, or disability benefits under an alternative plan offered by a state or municipal government, We will adjust Your Monthly Benefit when We receive proof of the amount awarded, and determine if it was higher or lower than Our estimate; or
- 2) Your application for Social Security disability benefits, or disability benefits under an alternative plan offered by a state or municipal government, has been denied, We will adjust Your Monthly Benefit when You provide Us proof of final denial from which You cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals, or similar level under an alternative plan offered by a state or municipal government when available.

If Your Social Security benefits or disability benefits under an alternative plan offered by a state or municipal government were lower than We estimated, and We owe You a refund, We will make such refund in a lump sum. If Your Social Security benefits or disability benefits under an alternative plan offered by a state or municipal government were higher than We estimated, and if Your Monthly Benefit has been overpaid, You must make a lump sum refund to Us equal to all overpayments, in accordance with the Overpayment Recovery provision.

**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, including the Minimum Monthly Benefit, 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.

**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 for the Disability 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 if the total amount of the recovered funds exceeds the sum of all of Your economic and noneconomic losses incurred, excluding the losses for which we have made or are required to make benefit payments.

We have this right regardless of whether the particular funds recovered are still in Your possession. However, the amount which you must reimburse us is limited to the amount allocated in the settlement documents or judgment to the losses for which we have made or are required to make benefit payments.

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?*

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date Proof of Loss is given; or
- 2) more than 3 years after the date Proof of Loss is required to be given according to the terms of The Policy.

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

Insurance Fraud occurs when You, the Policyholder and/or the Participating 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, the Policyholder, and/or the Participating 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 the Policyholder perpetrate Insurance Fraud.

**Misstatements:** *What happens if facts are misstated?*

If material facts about You were not stated accurately:

- 1) the premium required for Your coverage 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 Participating 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

**Actively at Work** means providing services as an Active Firefighter in accordance with Your regular schedule. On that day, You must be performing all of the regular duties of Your Occupation:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will consider You Actively at Work on a day that is not a scheduled work day only if You were Actively at Work on the preceding scheduled work day.

**Active Firefighter** means a Firefighter who is performing his or her regularly scheduled services as a Firefighter for the Participating Department.

**Cancer** means:

- 1) bladder, blood, brain, breast, cervical, esophageal, intestinal, kidney, lymphatic, lung, prostate, rectum, respiratory tract, skin, testicular, and thyroid cancer;
- 2) leukemia;
- 3) multiple myeloma;
- 4) non-Hodgkin's lymphoma; or
- 5) any other diagnosis of cancer.

**Company** means the insurance company named on the face page of the Certificate.

[With respect to Class 1:

**Current Monthly Earnings** means monthly earnings You receive from:

- 1) the Participating Department; and
- 2) other employment;

while You are Disabled.

However, if the earnings are for a job You held in addition to Your services as an Active Firefighter before the Disability, then during any period that You are entitled to benefits for being Disabled from Your Occupation, only the portion of Your earnings from that job that exceeds Your average earnings from that job over the 6 month period just before You became Disabled will count as Current Monthly Earnings.

Current Monthly Earnings also includes the pay You could have received for another job or a modified job if:

- 1) such job was offered to You by the Participating Department, or another employer, and You refused the offer; and
- 2) the requirements of the position were consistent with:
  - a) Your education, training and experience; and
  - b) Your capabilities as medically substantiated by Your Physician.]

[With respect to Class 1:

**Disability or Disabled** means as a result of Cancer, You are prevented from performing one or more of the Essential Duties of Your Occupation.]

[With respect to Class 2:

**Disability or Disabled** means as a result of Cancer, You are prevented from performing all of the Essential Duties of Your Occupation.]

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

**Essential Duty** means a duty that:

- 1) is substantial, not incidental;
- 2) is fundamental or inherent to the occupation; and
- 3) cannot be reasonably omitted or changed.

**Firefighter** means a trained individual who is a full-time employee, part-time employee, or volunteer for a Participating Department, and as such has duties of responding to mitigate a variety of emergency and nonemergency situations where life, property, or the environment is at risk, as further defined in Georgia Code Section 25-4-2 (as amended.)

**Mental Illness** means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A Mental Illness may be caused by biological factors or result in physical symptoms or manifestations.

For the purpose of The Policy, Mental Illness does not include the following mental disorders outlined in the Diagnostic and Statistical Manual of Mental Disorders:

- 1) Mental Retardation;
- 2) Pervasive Developmental Disorders;
- 3) Motor Skills Disorder;
- 4) Substance-Related Disorders;
- 5) Delirium, Dementia, and Amnesic and Other Cognitive Disorders; or
- 6) Narcolepsy and Sleep Disorders related to a General Medical Condition.

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

[With respect to Class 1:

**Monthly Income Loss** means Your Pre-disability Earnings minus Your Current Monthly Earnings.]

**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 for which You are eligible or 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 Participating Department;
- 3) plan or arrangement of coverage, whether insured or not, which is received from the Participating Department as a result of employment by or association with the Participating Department or which is the result of membership in or association with any group, association, union or other organization;
- 4) plan or arrangement of coverage, whether insured or not, which is received from an entity other than the Participating Department as a result of Your employment by or association with that entity, except for:
  - a) benefits payable under the Policy as a result of Your employment by any other Participating Department(s) and
  - b) other long-term disability benefits substantially equivalent to the Disability benefits under the Policy that are designed to satisfy requirements under Georgia law and that are received as a result of Your employment with any other Georgia municipal, county, state, or private incorporated fire department;
- 5) mandatory "no-fault" automobile insurance plan;
- 6) 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
- 7) 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 a third party on Your behalf for the period of Disability, pursuant to any:

- 1) disability benefit under the Participating 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 judgment 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 employer 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 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.

**Participating Department** means the entity that participates in the Policy through the [Georgia Interlocal Risk Management Agency (GIRMA) Firefighter Cancer Coverage Application and Participation Agreement] with the Policyholder and for whom You provide Firefighter services.

**Policyholder** means the Policyholder listed on the Face Page of the Certificate.

**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.

[With respect to Class 1:

**Pre-disability Earnings** means Your regular monthly rate of pay for services as a Firefighter for the Participating Department(s) from which You are Disabled, not counting bonuses, commissions and tips and tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the last day You were Actively at Work before You became Disabled.

However, if You were an hourly paid Active Firefighter before You became Disabled, Pre-disability Earnings means the product of:

- 1) the average number of hours per month You worked providing services as a Firefighter for the Participating Department(s) from which You are Disabled, not including overtime, over the most recent 12 month period immediately prior to the last day You were Actively at Work before You became Disabled, multiplied by:
- 2) Your hourly wage for services as a Firefighter for the Participating Department(s) from which You are Disabled in effect immediately prior to the last day You were Actively at Work before You became Disabled.]

**Prior Policy** means the long term disability insurance carried by the Participating Department on the day before the department began to participate under the Policy.

**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.

**Rehabilitation** means a process of Our working together with You in order for Us to plan, adapt, and put into use options and services to meet Your return to work needs. A Rehabilitation program may include, when We consider it to be appropriate, any necessary and feasible:

- 1) vocational testing;
- 2) vocational training;
- 3) alternative treatment plans such as:
  - a) support groups;
  - b) physical therapy;
  - c) occupational therapy; or
  - d) speech therapy;
- 4) work-place modification to the extent not otherwise provided;
- 5) job placement;
- 6) transitional work; and
- 7) similar services.

**Related** means Your spouse, or someone in a similar relationship in law to You, or other adult living with You, or Your sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

**Retirement Plan** means a defined benefit or defined contribution plan that provides benefits for Your retirement and which is not funded wholly by Your contributions. It does not include:

- 1) a profit sharing plan;
- 2) thrift, savings or stock ownership plans;
- 3) a non-qualified deferred compensation plan; or
- 4) an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh Plan, 401(k) plan, 403(b) plan or 457 deferred compensation arrangement.

**Substance Abuse** means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

- 1) impairments in social and/or occupational functioning;
- 2) debilitating physical condition;
- 3) inability to abstain from or reduce consumption of the substance; or
- 4) the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

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

**We, Our, or Us** means the insurance company named on the face page of this Certificate.

**Your Occupation** means the specific services You are performing as a Firefighter.

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