



VOLUNTEER FIREFIGHTER ENHANCED CANCER INSURANCE CERTIFICATE

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.

Policyholder: New York State Volunteer Firefighter Cancer Benefit Association
Policy Number: 681360
Policy Effective Date: January 1, 2019
Policy Anniversary Date: January 1
Participating Department's Effective Date: See applicable Application/Agreement

We have issued The Policy to the Policyholder to extend coverage to the Firefighters of each Participating 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 the Company

Terence Shields, Secretary

Michael Concannon, Executive Vice President

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

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.

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 Volunteer Firefighters of a Participating Department

Guaranteed Issue Amount: \$50,000

BENEFITS TABLE

Cancer Benefits:	Benefit Amount:
Invasive Cancer	\$25,000
Non-Invasive Cancer	\$6,250
Skin Cancer	\$250 (once per lifetime)
Cancer Lifetime Benefit Maximum	\$50,000
Disability Benefits:	Benefit Amount/Coverage Information:
Maximum Monthly Benefit	\$1,500
Maximum Duration of Benefits	36 months (during Your lifetime)
Elimination Period	6 months
Additional Benefits:	Benefit Amount:
Death (as a result of Cancer)	\$50,000

DEFINITIONS

Active Volunteer Firefighter means an Eligible Volunteer Firefighter who has been approved by a Participating Department as a firefighter and who is faithfully and actually performing service in the protection of life and property from fire or other emergency, accident or calamity in connection with which the services of the Participating Department are required.

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 affecting the prostate or breast, lymphatic, hematological, digestive, urinary, neurological, or reproductive systems, or melanoma. This definition also includes sarcoma or any other cancer.

Carcinoma in Situ means a Cancer in which the tumor or cells still lie within the tissue of origin without having invaded neighboring tissue or regional lymph nodes. This definition does not include non-melanoma Skin Cancers, pre-malignant lesions (intraepithelial neoplasia, for example), or benign tumors or polyps.

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.

Covered Person means an Eligible Voluntary 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.

Disability or Disabled means as a result of Invasive Cancer, Non-Invasive Cancer or Skin Cancer, You are prevented from performing the Essential Duties of an Active Volunteer Firefighter.

Eligible Volunteer Firefighter means a volunteer firefighter who:

- 1) has five or more years of faithful and actual service in the protection of life and property from fire;
- 2) successfully passed a physical examination prior to the commencement of duties as an interior firefighter, which failed to reveal evidence of any Cancer; and

- 3) has submitted or is able to submit proof of five years of interior firefighting service by providing verification that he/she has passed at least five yearly certified mask fitting tests as set forth in 29 CFR 1910.134 or the current National Fire Protection Association Standards for Mask Fit Testing.

This definition does not include any firefighter who is provided paid firefighter benefits under the New York State Volunteer Firefighter Enhanced Cancer Disability Benefits Act (as amended).

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(ies) 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.

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 a Diagnosis of Cancer for which there are one or more malignant tumors characterized by the uncontrollable and abnormal growth and spread of malignant cells with invasion of normal tissue and that either:

- 1) there is Metastasis and:
 - a) surgery, radiotherapy, or chemotherapy is medically necessary; or
 - b) there is a tumor of the prostate, provided that it is treated with radical prostatectomy or external beam therapy; or
- 2) the Cancer is terminal with a life expectancy of 24 months or less from the date of Diagnosis, and the Covered Person will not benefit from or has exhausted curative therapy.

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

Metastasis means a Cancer for which secondary malignant growths have spread to a different part of the body from the tissue in which the Cancer originated. This definition does not include "locally advanced cancer" that has spread to nearby tissues or lymph nodes but not throughout the body.

Non-Invasive Cancer means a Diagnosis of Cancer for which:

- 1) there is Carcinoma in Situ such that surgery, radiotherapy, or chemotherapy has been determined to be medically necessary;
- 2) there are malignant tumors that are treated by endoscopic procedures alone; or
- 3) there are malignant melanomas.

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

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

Other Income Benefits means any benefits that are provided 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;
- 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) 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 receive because of Your Disability; or
- 5) disability benefits 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, pursuant to any:

- 1) disability benefit under the Participating Department's Retirement Plan, if You elect early retirement or such benefits do not reduce the amount of Your accrued annuity or pension benefits then funded;
- 2) 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; and
 - c) except for the portion, if any, of such retirement benefit that was funded by Your after-tax contributions; or
- 3) 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.

Participating Department means an entity that participates in the Policy through a Cancer Coverage Application and Participation Agreement with the Policyholder.

Participating Department's Effective Date means the date coverage for the Participating Department becomes effective under the Policy as stated in the Participating Department's Cancer Coverage Application and Participation Agreement (the "Application/Agreement") with the Policyholder.

Period of Disability means a continuous length of time during which a Covered Person is Disabled with respect to a specific Participating Department under the Policy.

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.

Recover or Recovery means that a Covered Person is no longer Disabled with respect to a specific Participating Department and has returned to work with the Participating Department.

Regular Care of a Physician means that a Covered Person is being treated by a Physician:

- 1) whose medical training and clinical experience are suitable to treat the 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.

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.

Skin Cancer means basal cell carcinoma, squamous cell carcinoma or any other non-melanoma skin cancer. **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 Volunteer Firefighter will become eligible for coverage on the later of:

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

Coverage Effective Date:

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

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 Volunteer Firefighter with any Participating Department;
- 2) the date the required premium is due but not paid;
- 3) the date that all Participating Departments for whom You are active as an Eligible Volunteer Firefighter cease to participate in the Policy; or
- 4) the date the Policy terminates;

unless continued in accordance with one of the Continuation provisions.

Termination of coverage has no effect on benefits payable for:

- 1) a Cancer that is Diagnosed while You were insured under the Policy; or
- 2) a Disability that is in progress at the time of Policy termination.

CONTINUATION

Continuation:

When You are no longer an Active Volunteer Firefighter, coverage for Cancer Benefits and the Death (as a result of Cancer) Benefit shall be continued for up to 60 months after the formal cessation of Your active status. This provision is not applicable to any Disability Benefits (as stated in the Benefit Schedule).

Any coverage continued under this provision is subject to the following conditions:

- 1) We must continue to receive premium payment when due; and
- 2) the Policyholder or Participating Department must approve the continuation.

Coverage continued under this provision will end on the last day of the month on or next following the earliest of the day:

- 1) the 60-month continuation time period has expired; or
- 2) You return to duty as an Active Volunteer Firefighter and become eligible for coverage as a result of Your return to active 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.

BENEFITS

Cancer Benefits:

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

The Skin Cancer benefit is only payable once per Covered Person in his/her lifetime.

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 Participating Department.

Death Benefit:

If a Covered Person dies as a result of complications associated with Cancer while covered under the Policy, We will pay Death Benefit Amount shown in the Benefit Schedule. The cause of death must be confirmed by a Physician who is board certified in the medical specialty that is appropriate for the type of Cancer involved.

This benefit will be paid in addition to any other benefits payable under the Policy or this Certificate.

Disability Benefit:

We will determine the Monthly Benefit for a Covered Person by deducting Other Income Benefits from the Maximum Monthly Benefit shown in the Benefit Schedule.

We will pay a Monthly Benefit if You:

- 1) become Disabled while insured under the Policy;
- 2) are Disabled and under the Regular Care of a Physician throughout the Elimination Period shown in the Benefit Schedule;
- 3) remain Disabled and under the Regular Care of a Physician 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. If a benefit is payable for a period of less than a month, We will pay 1/30 of the Monthly Benefit for each day You are Disabled.

Benefit payments for all periods of Disability during Your lifetime will not exceed the Maximum Duration of Benefits shown in the Schedule.

In no event will the Monthly Benefits paid under the Policy or this Certificate for any Disability exceed the Maximum Monthly Benefit, even if a Covered Person has coverage under the Policy from more than one Participating Department.

Explanation of Other Income Benefits: We take into account the total of all Your income from other sources of income in determining the amount of Your Monthly Benefit. Other Income Benefits are any amounts that You receive as a result of the Disability for which You are currently claiming benefits under the Policy. Please see the definition of Other Income Benefits for a listing of other sources of income.

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.

Recurrent Disability: Periods of Recovery during the Elimination Period for a Participating Department will not interrupt the Elimination Period, if the number of days a Covered Person returns to duty as an Active Volunteer Firefighter for that Participating Department are less than one-half (1/2) the number of days of the Elimination Period.

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

After the Elimination Period, if a Covered Person returns to duty as an Active Volunteer Firefighter for that Participating Department and again becomes 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 duty;

the Period of Disability prior to the Covered Person's return to duty and the recurrent Disability will be considered one Period of Disability, provided the Covered Person is still insured by the Policy.

If a Covered Person returns to duty as an Active Volunteer Firefighter for that Participating Department for 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.

Termination of Disability Benefit Payments: Benefit payments will stop on the earliest of:

- 1) the last day of the month during which 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 to submit to an examination by a Physician or other qualified medical professional;
- 5) the date of a Covered Person's death;
- 6) the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition; or
- 7) the date no further benefits are payable according to the Maximum Duration of Benefits.

CLAIM PROVISIONS

Notice of Claim:

Written Notice of Claim must be given to Us within 30 days after the start of any Disability or 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 120 days after 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 within 30 days after Our receipt of due written Proof of Loss.

With respect to Disability, 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.

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, Participating 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, Participating 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, Participating 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 New York State Department of Financial Services.

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

Overpayment Recovery:

We have the right to recover from the recipient of benefits any amount that We determine to be an overpayment. The recipient of benefits has the obligation to refund to Us any such amount.

If benefits are overpaid on any claim, the recipient of benefits must reimburse Us within 90 days. If reimbursement is not made in a timely manner, We have the right to:

- 1) recover such overpayments from:
 - a) any other person to or for whom payment was made; and
 - b) the Covered Person's estate;
- 2) reduce or offset against any future benefits payable to the Covered Person or his/her survivors until full reimbursement is made;
- 3) refer the unpaid balance to a collection agency; and
- 4) pursue and enforce all legal and equitable rights in court.

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 2 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 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, Your Dependents and/or Your Employer 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 Employer 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.