

RESOLUTION NO. \_\_\_\_\_

**BE IT RESOLVED**, by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1:** That the City of Dothan shall comply with Alabama law Act #2019-361 to provide Cancer and Disability insurance, as stipulated by law, to active firefighters employed with the City of Dothan and to provide the basic coverage benefits and provisions thereof.

**Section 2:** That the City accepts the renewal proposal provided by McGriff Insurance Services with coverage underwritten by Chubb/ACE American Insurance Company for \$172.00 per active firefighter per year for a one (1) year period beginning January 1, 2026, through December 31, 2026, with renewal.

**PASSED, ADOPTED AND APPROVED** on \_\_\_\_\_.

\_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**Associate Commissioner District 1**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Associate Commissioner District 2**

\_\_\_\_\_  
**Associate Commissioner District 3**

\_\_\_\_\_  
**Associate Commissioner District 4**

\_\_\_\_\_  
**Associate Commissioner District 5**

\_\_\_\_\_  
**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

Please send separate check payable to:

>>>>>>

**Chubb**

**PREMIUM NOTICE Standard Mail**

1/7/2026

Chubb  
Dept. CH 10678  
Palatine, IL 60055 - 0678

**Overnight Address**

Chubb  
Chicago Regional Lockbox – Genius 10678  
5505 N. Cumberland Ave, Suite 307  
Chicago, IL 60656-1471

278336 - GEN

Policy Number	Transaction	Effective Date	Premium	Premium	
PTP N17937522	Renewal Standard	01/01/26	\$34,228.00	\$34,228.00	
<i>Please return a copy of this invoice with your remittance to the address shown above.</i>					
Policy will be subject to cancellation for non-payment if full payment is not received by the due date indicated below.					
<b>Total</b>			<b>\$34,228.00</b>	<b>\$34,228.00</b>	

**Policyholder:** City of Dothan  
**Policy Number:** PTP N17937522  
**Period Covered:** 1/1/2026-1/1/2027  
**Due Date:** 02/07/26

**CHUBB®**

ACE American Insurance Company  
(A stock Company)  
Philadelphia, PA 19106

# Alabama Firefighter Cancer Insurance Application

Application is hereby made for a plan of Blanket Cancer Insurance based on the following statements and representations:

**Policyholder (Full Legal Name):** City of Dothan

Street Address: 126 North Saint Andrews Street

City, State, Zip: Dothan, AL 36303

The terms and conditions of the requested plan of insurance may vary in certain states as required by the laws of those states. The terms of the policy when issued will govern. It is agreed the insurance applied for will not become effective unless: a) this Application is received and approved by the Insurance Company based on current rules and requirements; b) the Policy is accepted by the Applicant; and c) the required premium is paid when due.

Policy Number: PTP N17937522

Policy Effective Date: January 1, 2026

Policy Termination Date: January 1, 2027

Policy Term: January 1, 2026 to January 1, 2027

**CLASSES OF ELIGIBLE PERSONS** (elect all that apply):

- Class 1: All active Career Firefighters of the Policyholder
- Class 2: All Certified Volunteer Firefighters of the Policyholder
- Class 3: All Non-Certified Volunteer Firefighters of the Policyholder

A person may be insured only under one Class of Eligible Persons even though he or she may be eligible under more than one class.

**DESCRIPTION OF COVERAGE** (elect all that apply for the classes above):

**Benefits:**

Lump Sum and Disability Cancer Benefits

Enhanced Covered Cancer Benefit

Cancer Death Benefit

**Waiting Period:**

none       12 months

**Premium:** Class 1: \$34,228.00  
Class 2: \$Not Applicable  
Class 3: \$Not Applicable

**Total Premium:** \$ per Policy Term

The Applicant represents the information contained in this application is true and correct and forms the basis of the requested insurance.

**WARNING: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO RESTITUTION, FINES, OR CONFINEMENT IN PRISON, OR ANY COMBINATION THEREOF.**

\_\_\_\_\_  
Signed for the Policyholder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed by Licensed Resident Agent  
(Where Required by Law)

**CHUBB**

ACE American Insurance  
Company  
(a Stock Company)  
Philadelphia, PA 19106

# Blanket Cancer Policy

<b>POLICYHOLDER:</b>	As shown on the Alabama Firefighter Cancer Insurance Application
<b>POLICY NUMBER:</b>	As shown on the Alabama Firefighter Cancer Insurance Application
<b>POLICY EFFECTIVE DATE:</b>	As shown on the Alabama Firefighter Cancer Insurance Application
<b>POLICY TERM:</b>	As shown on the Alabama Firefighter Cancer Insurance Application
<b>STATE OF DELIVERY:</b>	Alabama

This Policy takes effect at 12:00 a.m. (midnight) at the Policyholder's address on the Policy Effective Date shown above. It will remain in effect for the duration of the Policy Term shown above if the premium is paid according to the agreed terms. This Policy terminates at 12:00 a.m. (midnight) at the Policyholder's address, on the last day of the Policy Term unless the Policyholder and We agree to continue coverage under this Policy for an additional Policy Term. If coverage is continued for an additional Policy Term and the required premiums are paid on or before the Premium Due Date, We will issue an amendment to identify the new Policy Term.

This Policy is governed by the laws of the state in which it is delivered.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.



JUAN ORTEGA, President



BRANDON PEENE, Secretary

**THIS IS A BLANKET INSURANCE POLICY. IT PAYS LIMITED BENEFITS FOR SPECIFIC LOSSES  
FROM CANCER ONLY.  
BENEFITS ARE NOT PAID FOR LOSS DUE TO ANY OTHER CAUSE.**

**PLEASE READ THE POLICY CAREFULLY.**

**TABLE OF CONTENTS**

SCHEDULE OF BENEFITS .....3  
DEFINITIONS .....5  
ELIGIBILITY FOR INSURANCE .....7  
EFFECTIVE DATE OF INSURANCE .....7  
TERMINATION DATE OF INSURANCE .....7  
DESCRIPTION OF BENEFITS ..... 8  
EXCLUSIONS .....10  
CLAIM PROVISIONS ..... 11  
ADMINISTRATIVE PROVISIONS.....13  
GENERAL PROVISIONS ..... 14

## SCHEDULE OF BENEFITS

**PREMIUM DUE DATE:** On or before the Policy Effective Date, and subsequently, on the date the Policy renews, if Policy is renewed for an additional term

### CLASSES OF ELIGIBLE PERSONS:

As shown on the Alabama Firefighter Cancer Insurance Application

**ELIGIBILITY WAITING PERIOD FOR ALL CLASSES:** As shown on the Alabama Firefighter Cancer Insurance Application

### PLAN BENEFITS:

#### Class 1

##### Lump Sum Cancer Benefits

Early Stage Cancer Benefit: \$6,250  
Advanced Cancer Benefit: \$25,000  
Lifetime Maximum for  
Lump Sum Cancer Benefits: \$50,000

##### Disability Benefit

Monthly Benefit Amount: \$3,000, minus Other Income Benefits  
Benefit Waiting Period: 6 months from the date of the Total Disability  
Maximum Benefit Period: 36 months

#### Class 2

##### Lump Sum Cancer Benefits

Early Stage Cancer Benefit: \$6,250  
Advanced Cancer Benefit: \$25,000  
Lifetime Maximum for  
Lump Sum Cancer Benefits: \$50,000

##### Disability Benefit

Monthly Benefit Amount: \$3,000, minus Other Income Benefits  
Benefit Waiting Period: 6 months from the date of the Total Disability  
Maximum Benefit Period: 36 months

#### Class 3

##### Lump Sum Cancer Benefits

Early Stage Cancer Benefit: \$6,250  
Advanced Cancer Benefit: \$25,000  
Lifetime Maximum for  
Lump Sum Cancer Benefits: \$50,000

##### Disability Benefit

Monthly Benefit Amount: \$1,500, minus Other Income Benefits  
Benefit Waiting Period: 6 months from the date of the Total Disability  
Maximum Benefit Period: 36 months

**ADDITIONAL BENEFITS: (Applies to the Classes of Eligible Persons as shown on the Alabama Firefighter Cancer Insurance Application)**

Enhanced Covered Cancer Benefit  
Cancer Death Benefit

**INITIAL PREMIUM RATES:** As shown on the Alabama Firefighter Cancer Insurance Application

## DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout the document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the *Schedule of Benefits*.

**“Active Service”** means a Insured is either 1) if an employee, actively at work performing all regular duties on a full-time or part-time basis either at his or her employer’s place of business or someplace the employer requires him or her to be; 2) employed, but on a scheduled holiday, vacation day, or period of approved paid leave of absence; or 3) if a volunteer, able to engage in substantially all of the usual activities of a person in good health of like age and sex and not confined in a Hospital or rehabilitation or rest facility.

**“Advanced Cancer”** means a Diagnosis of Covered 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 any one of the following apply:

- (a) Surgery, radiotherapy, or chemotherapy is Medically Necessary; or
- (b) There is Metastasis; or
- (c) The Insured has terminal cancer, is expected to die within 24 months or less from the date of Diagnosis, and will not benefit from, or has exhausted, curative therapy.

**“Carcinoma in Situ”** means a Covered 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.

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

**“Certified Volunteer Firefighter”** means any person who is an active member of a volunteer or combination career and volunteer fire department, as recognized by the Alabama Forestry Commission, and who has obtained certification as a volunteer firefighter through and as defined by the Alabama Firefighters’ Personnel Standards and Education Commission, who may or may not receive remuneration for firefighting activities, but is not offered typical employment benefits, including health insurance coverage. A Certified Volunteer must have completed a medical physical and physical statement as required for certification by the Alabama Firefighters’ Personnel Standards and Education Commission in order to be eligible for coverage under this Policy.

**“Covered Cancer”** means a Cancer that was Diagnosed after the Policy Effective Date. Covered Cancer includes only the following types of cancer: 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 or non-Hodgkin’s lymphoma.

A Doctor board certified in the medical specialty appropriate for the type of Covered Cancer must confirm the diagnosis of Cancer in writing.

**“Covered Loss” or “Covered Losses”** means a condition or disability covered under the Policy.

**“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.

**“Doctor”** means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to an Insured that is appropriate for the conditions and locality. It will not include an Insured or a member of the Insured’s Immediate Family or household.

**“Early Stage Cancer”** means a Diagnosis of Covered Cancer for which any one of the following apply:

- (a) There is Carcinoma in Situ such that surgery, radiotherapy, or chemotherapy has been determined to be Medically Necessary; or
- (b) There are malignant tumors which are treated by endoscopic procedures alone; or
- (c) There are malignant melanomas; or
- (d) There is a tumor of the prostate, provided that it is treated with radical prostatectomy or external beam therapy.

**“Insured”** means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person.

**“Lifetime Maximum for Lump Sum Cancer Benefits”** means the combined maximum amount payable to an Insured during his or her lifetime for Lump Sum Cancer Benefits.

**“Medically Necessary”** means a treatment, service or supply that is: 1) required to treat a Covered Cancer; prescribed or ordered by a Doctor or furnished by a Hospital; 3) performed in the least costly setting required by the Insured’s condition; and 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered. A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may consider the cost of the alternative to be the Covered Expense. The fact that a Doctor may prescribe, authorize, or direct a service does not of itself make it Medically Necessary or covered by the Policy.

**“Metastasis”** means a Covered 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-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. A Non-Certified Volunteer must have completed a medical physical and physical statement as required for certification by the Alabama Firefighters’ Personnel Standards and Education Commission in order to be eligible for coverage under this Policy.

**“We,” “Our,” “Us”** means the insurance company underwriting this insurance or its authorized agent.

## **ELIGIBILITY FOR INSURANCE**

Each person in one of the Classes of Eligible Persons shown in the *Schedule of Benefits* is eligible to be insured on the Policy Effective Date, or the day he or she completes the Eligibility Waiting Period, if later. We maintain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

## **EFFECTIVE DATE OF INSURANCE**

An Eligible Person who is not required to contribute to the cost of this insurance will be insured on the later of:

1. the Policy Effective Date;
2. the date he or she is eligible after having satisfied the Eligibility Waiting Period

If an Eligible Person is not in Active Service on the date insurance would otherwise be effective, it will be effective on the date he or she returns to Active Service.

Insurance for an Eligible Person who is required to contribute to the cost of this insurance is effective on the latest of the following dates:

1. the Policy Effective Date;
2. the date We receive the completed enrollment form; or
3. the date the required premium is paid.

## **TERMINATION DATE OF INSURANCE**

An Insured's coverage will end on the earliest of the date:

1. the Policy terminates; or
2. the Insured is no longer eligible; or
3. the period ends for which premium is paid; or
4. the Lifetime Maximum Benefit for Lump Sum Cancer Benefits has been reached.

## DESCRIPTION OF BENEFITS

The following Provisions explain the benefits available under the Policy. Please see the *Schedule of Benefits* for the applicability of these benefits on a class level.

### Lump Sum Cancer Benefits

If an Insured is Diagnosed with Early Stage Cancer or Advanced Cancer, We will pay the applicable lump sum amount shown in the Schedule of Benefits for that Covered Cancer, subject to satisfying the Eligibility Waiting Period shown in the Schedule of Benefits

Lump Sum Cancer Benefits are subject to the Lifetime Maximum shown in the Schedule of Benefits. Any Insured who is simultaneously a member of more than one fire department at the time of Diagnosis may only receive Cancer Benefits from one fire department.

### Disability Benefit

We will pay the Disability Benefit shown in the *Schedule of Benefits* if the Insured is Totally Disabled as a direct result of, and from no other cause but, a Covered Cancer that is Diagnosed while covered under this Policy. Disability Benefits will begin when:

1. the applicable Benefit Waiting Period shown in the *Schedule of Benefits* for this benefit is satisfied;
2. the Insured is under the Appropriate Care of a Doctor; and
3. the Insured provides satisfactory proof of Total Disability to Us.

We will require continued proof of the Insured's Total Disability from time to time at least once a quarter at the Insured's expense, in order for benefits to continue.

Benefit Payments will end on the first of the following dates:

1. the date the Insured dies; or
2. the date the Insured is no longer Totally Disabled; or
3. the date the Maximum Benefit Period for this benefit ends; or
4. the date the Insured fails to submit satisfactory proof of continuing Total Disability.

**"Appropriate Care"** means the determination of an accurate and medically supported Diagnosis of the Insured's Total Disability, or ongoing medical treatment and care of the Insured's Total Disability by a Physician that conforms to generally-accepted medical standards, including frequency of treatment and care.

**"Benefit Waiting Period"** means the period of time the Insured must be continuously Totally Disabled before Disability Benefits may be payable. The Benefit Waiting Period is shown in the Schedule of Benefits.

**"Other Income Benefits"** means any other disability benefits actually paid to the Insured, from any source other than insurance separately purchased by the Insured. Other Income Benefits include benefits paid under:

1. any Workers' Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlement paid in place of such benefits, whether or not liability is admitted. If paid as a lump sum, We will prorate these benefits over the period for which the sum is given. If no time is stated, the lump sum will be prorated over a five-year period. If no specific allocation of a lump sum is made, then the total sum will be an Other Income Benefit.
2. any Social Security or retirement benefits the Insured receives or any third party receives (or is assumed to receive) on the Insured's behalf or for the Insured's dependents; or, if applicable, that the Insured's dependents receive (or are assumed to receive) because of the Insured's entitlement to such benefits.
3. Any proceeds payable under any group insurance or similar plan, provided the insurance was not separately purchased by the Insured. If there is other insurance that applies to the same claim for disability, and contains the same or similar provision for reduction because of other insurance, We will pay our pro rata share of the total claim.

**"Pro rata share"** means the proportion of the total benefit that the amount payable under one policy, without other insurance, bears to the total benefits under all such policies.

**“Total Disability” or “Totally Disabled”** means that the Insured, as a direct result of a Covered Cancer, is unable to perform the substantial and material duties of his or her occupation as a firefighter for a period of at least six (6) months. After the initial Benefit Waiting Period, total disability means the Insured’s inability to perform the duties of his or her occupation as a firefighter.

### **Successive Periods of Disability**

Once the Insured is Totally Disabled under the Policy, separate periods of Total Disability resulting from the same or related causes are a continuous period of Total Disability unless the Insured returns to work as a firefighter for at least 6 months between periods of Total Disability. Only one Benefit Waiting Period and Maximum Benefit Period apply to any one period of continuous Total Disability.

A period of Total Disability is not continuous if separate periods of Total Disability result from unrelated causes, or the Insured’s later Total Disability occurs after the Insured’s coverage under the Policy ends. This provision will not apply if the Insured is eligible for coverage under a plan that replaces the Policy.

### **Reduction in Disability Benefits**

The amount of the Insured’s Disability Benefits will be reduced by the amount of any Other Income Benefits paid on account of the Insured’s Total Disability.

### **Not Covered**

No payment will be made for any Total Disability for which benefits are payable under any Workers’ Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlements paid in place of such benefits, whether or not liability is admitted.

### **Continuation of Insurance Benefit**

If after at least one year as a Career Firefighter, Certified Volunteer or Non-Certified Volunteer for the Policyholder, the Insured departs from employment, ceases to be a volunteer, or retires, and if an Insured’s insurance ends because his or her employment ends, he or she ceases to be a volunteer, or he or she retires, the Insured may apply to continue this insurance.

The Insured must apply for continuation within 31 days after his or her coverage under the Policy ends. The Insured is responsible for all payment of premiums in order to continue coverage. Premiums will be based on the table of rates in force at that time for such policies based on the Insured’s age and class of risk and will not exceed the current amounts charged to active firefighters. The Insured will not be required to provide evidence of insurability.

If the Insured is Diagnosed with a Covered Cancer within the initial 31 days after his or her coverage under the Policy ends, We will pay benefits under this Policy. After the initial 31 day period, no additional benefits are payable under this Policy.

## EXCLUSIONS

We will only pay benefits for a Covered Cancer. We will not pay benefits for:

- any illness, sickness or disease except for a Covered Cancer Diagnosed while coverage under this Policy is in force.
- any other disease or incapacity that has been caused, complicated, worsened or affected by, or as a result of, Covered Cancer.
- a Covered Cancer or treatment of a Covered Cancer that is Diagnosed prior to the Effective Date of an Insured's coverage, or during an Insured's Eligibility Waiting Period.
- any Covered Cancer unless the Insured has satisfied the Eligibility Waiting Period shown in the Schedule of Benefits.
- medical expenses for which the Insured receives benefits under any Worker's Compensation Act, as an alternative to coverage under this Policy.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

## CLAIM PROVISIONS

**Notice Of Claim:** A claimant must give Us or Our authorized representative written (or authorized electronic or telephonic) notice of claim within 90 days after any loss covered by the Policy occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the Insured and the Policy Number.

**Claim Forms:** Upon receiving written notice of claim, We will send claim forms to the claimant within 10 days. If We do not furnish such claim forms, the claimant will satisfy the requirements of written proof of loss by sending the written (or authorized electronic or telephonic) proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

**Proof Of Loss:** Written (or authorized electronic or telephonic) proof of loss must be sent to the agent authorized to receive it. Written (or authorized electronic or telephonic) proof must be given within 90 days after the date of loss. If it cannot be provided within that time, it should be sent as soon as reasonably possible. In no event, except in the absence of legal capacity, should proof of loss be sent later than one year from the time proof is otherwise required.

**Claimant Cooperation Provision:** Failure of a claimant to cooperate with Us in the administration of a claim may result in the termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

**Time Payment Of Claims:** Any benefits due will be paid when We receive written (or authorized electronic or telephonic) proof of loss.

**Payment Of Claims:** If the Insured dies, any death benefits or other benefits unpaid at the time of the Insured's death will be paid to the beneficiary our records indicate the Insured designated for these plan benefits.

If there is no named beneficiary or surviving beneficiary on record with Us or Our authorized agent, We pay benefits in equal shares to the first surviving class of the following: 1) Spouse and children in equal shares; 2) Parents. If there are no survivors in any of these classes, We will pay the Insured's estate.

All other benefits will be paid to the Insured. If the Insured is: (1) a minor; or (2) in Our opinion unable to give a valid release because of incompetence, We may pay any amount due to a parent, guardian, or other person actually supporting him or her. Any payment made in good faith will end Our liability to the extent of the payment.

**Payment Of Proceeds:** In no event will We pay more than the benefits payable under this policy for all policies providing the same or similar benefits issued to the Policyholder and underwritten by Us.

**Facility of Payment:** Whenever payments that should have been made under this Policy are made by any other policy, We shall have the right to pay over to any plan making such other payments any amounts We shall determine are warranted in order to satisfy the intent of this provision. The amounts so paid shall be considered benefits paid under this Policy and, to the extent of such payments, We shall be fully discharged from liability under this Policy.

**Recovery of Payment:** If We determine the benefits paid under this Policy are eligible benefits under any other plan, we may seek to recover any benefits covered by another plan to the extent that the Insured is eligible for payment.

**Beneficiary:** The Insured may designate a beneficiary. The Insured has the right to change the beneficiary at any time by written (or electronic and telephonic) notice. If the Insured is a minor, his or her parent or guardian may exercise this right for him or her. The change will be effective when We or Our authorized agent receive it. When received, the effective date is the date the notice was signed. We are not liable for any payments made before the change was received. We cannot attest to the validity of a change.

**Assignment:** At the request of the Insured or his or her parent or guardian, if the Insured is a minor, medical benefits may be paid to the provider of service. Any payment made in good faith will end our liability to the extent of the payment.

**Physical Examinations And Autopsy:** We have the right to have a Doctor of Our choice examine the Insured as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

**Legal Actions:** No lawsuit or action in equity can be brought to recover on the Policy before 60 days following the date proof of loss was given to Us. No such action can be brought after expiration of the applicable statute of limitations from the time written proof of loss is required to be furnished.

## **ADMINISTRATIVE PROVISIONS**

**Premiums:** The premiums for this Policy will be based on the rates currently in force, the plan and amount of insurance in effect.

**Changes In Premium Rates:** We may change the premium rates from time to time with at least 31 days advanced written, or authorized electronic or telephonic notice. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place.

1. The terms of the Policy change.
2. A division, subsidiary, affiliated organization, or eligible class is added or deleted from the Policy.
3. Any federal or state law or regulation is amended to the extent it affects Our benefit obligation.
4. There is a change in the market factors or factors bearing on the risk assumed.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

**Payment of Premium:** The first Premium is due on the Policy Effective Date. If any premium is not paid when due, the Policy will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

**Policy Grace Period:** A Policy Grace Period of 31 days will be granted for the payment of the required premiums. The Policy will remain in force during the Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last Premium Due Date on which required premiums were paid. The Policyholder will be liable to Us for any unpaid premium for the time the Policy was in force.

## GENERAL PROVISIONS

**Entire Contract; Changes:** The Policy (including any endorsements or amendments), the signed application of the Policyholder, and any individual applications of Insureds, are the entire contract. Any statements made by the Policyholder or Insureds will be treated as representations and not warranties. No such statement shall void the insurance, reduce the benefits, or be used in defense of a claim for loss incurred unless it is contained in a written application.

To be valid, any change or waiver must be in writing (or authorized electronic or telephonic communications). It must be signed by our president or secretary and be attached to the Policy. No agent has authority to change or waive any part of the Policy.

**Policy Effective Date and Termination Date:** The Policy begins on the Policy Effective Date at 12:01 AM Standard Time at the address of the Policyholder where this Policy is delivered. We may terminate this Policy by giving 60 days advance notice in writing (or authorized electronic or telephonic means) to the Policyholder. Either We or the Policyholder may terminate this Policy on any Premium Due Date by giving 60 days advance written (or authorized electronic or telephonic) notice to the other party. This Policy may be terminated at any time by mutual written or authorized electronic/telephonic consent of the Policyholder and Us. This Policy terminates automatically on the earlier of: 1) the Policy Termination Date shown in the Schedule of Benefits; or 2) the Premium due date if Premiums are not paid when due. We may cancel the Policy as of any Premium Due Date if Participation Requirements are not met. Termination takes effect at 12:00 a.m. (midnight) Standard Time at the Policyholder's address on the date of termination.

**Clerical Error:** If a clerical error is made, it will not affect the insurance of any Insured. No error will continue the insurance of a Insured beyond the date it should end under the Policy terms.

**Examination Of Records And Audit:** We shall be permitted to examine and audit the Policyholder's books and records at any time during the term of the Policy and within 2 years after the final termination of the Policy as they relate to the premiums or subject matter of this insurance.

**Certificates Of Insurance:** Where it is required by law, or upon the request of the Policyholder, We will make available certificates outlining the insurance coverage and to whom benefits are payable under the Policy.

**Conformity With State Laws:** On the effective date of this Policy, any provision that is in conflict with the laws in the state where it is issued is amended to conform to the minimum requirements of such laws.

**Not In Lieu Of Workers' Compensation:** This Policy is not a workers' compensation policy. It does not provide workers' compensation benefits.

Chubb. Insured.<sup>SM</sup>



ACE American Insurance Company  
436 Walnut Street  
Philadelphia, PA 19106

## Additional Benefit Rider

This Rider is made a part of the Policy to which it is attached. This Rider applies only to Cancers that are diagnosed on or after the Policy Effective Date. This Rider is subject to all of the terms, limitations and exclusions of the Policy except as they are changed by it.

In return for the payment of any additional required premium, We will provide the coverage described in this Rider.

### ELIGIBILITY:

Only those individuals in the Classes of Eligible Persons defined below are eligible for coverage under this Rider. A person may be insured only under one Class of Eligible Persons even though he or she may be eligible under more than one class.

Classes of Eligible Persons: As shown on the Application

### ADDITIONAL BENEFITS:

1. **Enhanced Covered Cancer Benefit** (if elected on the Alabama Firefighter Cancer Insurance Application)

The definition of **Covered Cancer** shown in the Definitions section of the Policy is hereby deleted and replaced with the following:

**“Covered Cancer”** means any cancer that was Diagnosed after the Policy Effective Date.

A Doctor board certified in the medical specialty appropriate for the type of Covered Cancer must confirm the diagnosis of Cancer in writing.

2. **Cancer Death Benefit** (if elected on the Alabama Firefighter Cancer Insurance Application)

Principal Sum: \$75,000

If a firefighter dies as the direct result of a Covered Cancer or treatment of a Covered Cancer while covered under this Policy, We will pay the Principal Sum shown above in this Rider. In order for benefits to be payable, the diagnosis of Covered Cancer must occur while covered under this Policy.

This Rider ends at the same time as the Policy. Nothing contained in this Rider will change, waive or extend any provision of the Policy except as stated herein.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.



JOHN J. LUPICA, President



REBECCA L. COLLINS, Secretary

**CHUBB GROUP  
U.S. PRIVACY NOTICE**

<b>FACTS</b>	<b>WHAT DOES CHUBB GROUP DO WITH YOUR PERSONAL INFORMATION?</b>
--------------	---

<b>Why?</b>	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
-------------	--

<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>▪ Social Security number and payment history</li> <li>▪ insurance claim history and medical information</li> <li>▪ account transactions and credit scores</li> </ul> <p>When you are no longer our customer, we continue to share information about you as described in this notice</p>
--------------	---

<b>How?</b>	All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons the Chubb Group chooses to share; and whether you can limit this sharing.
-------------	--

Reasons we can share your personal information	Does Chubb share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

## Who we are

**Who is providing this notice?**

The Chubb Group. A list of these companies is located at the end of this document.

## What we do

**How does Chubb Group protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

We restrict access to personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.

**How does Chubb Group collect my personal information?**

We collect your personal information, for example, when you

- apply for insurance or pay insurance premiums
- file an insurance claim or provide account information
- give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes – information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates include those with a Chubb name and financial companies, such as Westchester Fire Insurance Company and Great Northern Insurance Company.

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Chubb does not share with nonaffiliates so they can market to you.

**Joint Marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Our joint marketing partners include categories of companies such as banks.

Page 3

**Other important information**

**For Insurance Customers in AZ, CA, CT, GA, IL, MA, ME, MN, MT, NC, NJ, NV, OH, OR, and VA only:** Under state law, under certain circumstances, you have the right to see the personal information about you that we have on file. To see your information, write Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. Chubb may charge a reasonable fee to cover the costs of providing this information. If you think any of the information is not accurate or if you would like us to delete any of this information, you may write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement. If you want a full description of privacy rights that we will protect in accordance with the law in your home state, please contact us and we will provide it. We may disclose information to certain third parties, such as law enforcement officers, without your permission.

**For Nevada residents only:** We may contact our existing customers by telephone to offer additional insurance products that we believe may be of interest to you. Under state law, you have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 1-800-258-2930, emailing us at [privacyinquiries@Chubb.com](mailto:privacyinquiries@Chubb.com), or writing to Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. You are being provided this notice under Nevada state law. In addition to contacting Chubb, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing [bcpinfo@ag.state.nv.us](mailto:bcpinfo@ag.state.nv.us), or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection: 100 North Carson Street, Carson City, NV 89701.

**For California residents only:** Under state law, under certain circumstances, you also have the right to correct, amend, or delete the personal information about you that we have on file by writing to Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. We will respond to your request within 30 business days.

**For Vermont residents only:** Under state law, we will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

**Chubb Group Companies Providing This Notice**

This notice is being provided by the following Chubb Group companies to their customers located in the United States: ACE American Insurance Company, ACE Capital Title Reinsurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Vigilant Insurance Company, Westchester Fire Insurance Company and Westchester Surplus Lines Insurance Company.

## Notice of HIPAA Privacy Practices for Protected Health Information

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

This notice is effective as of December 16, 2025.

The Chubb Group of Companies, as affiliated covered and hybrid entities, (the "Company") is required by law to take reasonable steps to ensure the privacy of your personally identifiable health information, and to inform you about:

- The Company's uses and disclosures of Protected Health Information ("PHI");
- Your privacy rights with respect to your PHI;
- The Company's duties with respect to your PHI;
- Your right to file a complaint with the Company and to the Secretary of the U.S. Department of Health and Human Services ("Secretary of Health and Human Services" or "HHS"); and
- The person or office to contact for further information regarding the Company's privacy practices.

PHI includes all individually identifiable health information transmitted or maintained by the Company, regardless of form (e.g., oral, written, electronic).

A federal law, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), regulates PHI use and disclosure by the Company. You may find these rules at *45 Code of Federal Regulations* Parts 160 and 164. This notice summarizes the regulations. The regulations will supersede any discrepancy between the information in this notice and the regulations.

### I. Notice of PHI Uses and Disclosures

#### A. Required Uses and Disclosures

Upon your request, the Company is required to give you access to certain PHI in order to inspect and copy it.

Use and disclosure of your PHI may be required by the Secretary of Health and Human Services to investigate or determine the Company's compliance with the privacy regulations.

#### B. Uses and Disclosures to Carry Out Treatment, Payment, and Health Care Operations

The Company and its business associates will use PHI without your consent, authorization or opportunity to agree or object to carry out treatment, payment and health care operations. The Company may also disclose PHI to a plan sponsor for purposes related to treatment, payment and health care operations and as otherwise permitted under HIPAA to the extent the plan documents restrict the use and disclosure of PHI as required by HIPAA.

*Treatment* is the provision, coordination or management of health care and related services. It also includes, but is not limited to, consultations and referrals between one or more of your providers. For example, the Company may disclose to a treating orthodontist the name of your treating dentist so that the orthodontist may ask for your dental X-rays from the treating dentist.

*Payment* includes, but is not limited to, actions to make coverage determinations and payment (including establishing employee contributions, claims management, obtaining payment under a contract of reinsurance,

utilization review and pre-authorizations). For example, the Company may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Company.

*Health care operations* include, but are not limited to, underwriting, premium rating and other insurance activities relating to creating or reviewing insurance contracts. It also includes disease management, case management, conducting or arranging for medical review, legal services and auditing functions including fraud and abuse compliance programs, business planning and development, business management and general administrative activities. For example, the Company may use information about your claims to refer you to a disease management program, project future benefit costs or audit the accuracy of its claims processing functions. The Company will not use or disclose PHI that is genetic information for underwriting purposes.

The Company also may contact you to provide appointment reminders or information about treatment alternatives or health-related benefits and services that may be of interest to you.

#### C. Uses and Disclosures that Require Your Written Authorization

The Company will not use or disclose your PHI for the following purposes without your specific, written authorization:

- Use and disclosure of psychotherapy notes, except for your treatment, Company training programs, or to defend the Company against litigation filed by you.
- Use and disclosure for marketing purposes, except for face to face communications with you or otherwise permitted by HIPAA.
- Use and disclosure that constitute the sale of your PHI. The Company does not sell the PHI of its customers.

Except as otherwise indicated in this notice, uses and disclosures of PHI will be made only with your written authorization subject to your right to revoke such authorization. You may revoke an authorization by submitting a written revocation to the Company at any time. If you revoke your authorization, the Company will no longer use or disclose your PHI under the authorization. However, any use or disclosure made in reliance of your authorization before its revocation will not be affected.

#### D. Uses and Disclosures Requiring Authorizations or Opportunity to Agree or Disagree Prior to the Use or Release

If you authorize in writing the Company to use or disclose your own PHI, the Company may proceed with such use or disclosure without meeting any other requirements and the use or disclosure shall be consistent with the authorization.

Disclosure of your PHI to family members, other relatives or your close personal friends is allowed if:

- The information is directly relevant to the family or friend's involvement with your care or payment for that care; and
- You have either agreed to the disclosure or have been given an opportunity to object and have not objected.

#### E. Substance Use Disorder Records

If you were treated by a health care provider or program that is subject to the federal privacy laws under 42 CFR Part 2 and you give consent for your Part 2 treatment records to be used and disclosed for purposes of treatment, payment, or health care operations, the Company may rely on such consent for its own future uses and disclosures of such records for treatment, payment, or health care operations.

Substance use disorder treatment records received from a programs subject to 42 CFR Part 2, or testimony relaying the content of such records, may not be used or disclosed in civil, criminal, administrative, or legislative proceedings against you unless: (1) you provide written consent; or (2) the Company receives a court order accompanied by a subpoena or other legal requirement compelling disclosure and you, or the holder of your substance use disorder treatment record, are provided notice and an opportunity to be heard.

Under the HIPAA privacy and security rules, the Company may be required to comply with other more stringent state or federal privacy laws that require greater limits on disclosure of your PHI, such as 42 CFR Part 2 related to substance use disorder treatment records.

F. Uses and Disclosures for which Consent, Authorization or Opportunity to Object is Not Required

Use and disclosure of your PHI is allowed without your authorization or request under the following circumstances:

- (1) When required by law.
- (2) When permitted for purposes of public health activities, including when necessary to report product defects, permit product recalls and conduct post-market surveillance. PHI may also be used or disclosed if you may have been exposed to a communicable disease or are at risk of contracting or spreading a disease or condition, if authorized by law.
- (3) When authorized by law to report information about abuse, neglect or domestic violence. In such case, the Company will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may generally be made to the minor's parents or other representatives although there may be circumstances under federal or state law where the parents or other representatives may not be given access to the minor's PHI.
- (4) The Company may disclose your PHI to a health oversight agency for oversight activities authorized by law. This includes uses or disclosures in civil, administrative or criminal investigations; inspections; licensure or disciplinary actions (for example, to investigate complaints against providers); and other activities necessary for appropriate oversight of government benefit programs (for example, to investigate Medicare or Medicaid fraud).
- (5) The Company may disclose your PHI when required for judicial or administrative proceedings. For example, your PHI may be disclosed in response to a subpoena or discovery request provided certain conditions are met. One of those conditions is that satisfactory assurances must be given to the Company that the requesting party has made a good faith attempt to provide written notice to you, and the notice provided sufficient information about the proceeding to permit you to raise an objection and no objections were raised or all objections were resolved in favor of disclosure by the court or tribunal.
- (6) For law enforcement purposes, including to report certain types of wounds or for the purpose of identifying or locating a suspect, fugitive, material witness or missing person. Also, when disclosing information about an individual who is or is suspected to be a victim of a crime but only if the individual agrees to the disclosure or the Company is unable to obtain the individual's agreement because of emergency circumstances. Furthermore, the law enforcement official must represent that the information is not intended to be used against the individual, the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual's agreement and disclosure is in the best interest of the individual as determined by the exercise of the Company's best judgment.
- (7) When required to be given to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law. Disclosure is permitted to funeral directors, consistent with applicable law, as necessary to carry out their duties with respect to the

decedent. The Company may also disclose your PHI to organ procurement organizations.

- (8) The Company may use or disclose PHI for government-approved research, subject to conditions.
- (9) When consistent with applicable law and standards of ethical conduct if the Company, in good faith, believes the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.
- (10) For certain government functions such as related to military service or national security.
- (11) When authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law.
- (12) That is "incident to" an otherwise permitted use or disclosure of PHI by the Company.

## II. **Rights of Individuals**

### A. Right to Request Restrictions on Use and Disclosure of PHI

You may request the Company to restrict its use and disclosure of your PHI to carry out treatment, payment or health care operations, or to restrict its use and disclosure to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, the Company may not be required to agree to your request, unless you have paid out of pocket in full for services, depending on the specific facts.

The Company will accommodate reasonable requests to receive communications of PHI by alternative means or at alternative locations, such as a location other than your home. The Company will accommodate this request if you state in writing that you would be in danger from receiving communications through the normal means.

You or your personal representative will be required to complete a form to request restrictions on uses and disclosures of your PHI.

Such requests should be made to the Company by writing to North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, calling 1-833-324-9798, or emailing [naprivacyoffice@chubb.com](mailto:naprivacyoffice@chubb.com).

### B. Right to Inspect and Copy PHI

You have a right to inspect and obtain a copy, or request an electronic copy, of your PHI contained in a "designated record set," for as long as the Company maintains the PHI. The Company may charge a reasonable cost-based fee for copies of your PHI.

"*Protected Health Information*" (PHI) includes all individually identifiable health information transmitted or maintained by the Company, regardless of form.

"*Designated Record Set*" includes the medical records and billing records about individuals maintained by or for a covered health care provider; enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used in whole or in part by or for the covered entity to make decisions about individuals. Information used for quality control or peer review analyses and not used to make decisions about individuals is not in the designated record set.

The requested information will be provided within 30 days. A single 30-day extension is allowed if the Company

is unable to comply with the deadline.

You or your personal representative will be required to complete a form to request access to the PHI in your designated record set. Requests for access to PHI should be made by writing to North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, calling 1-833-324-9798, or emailing [naprivacyoffice@chubb.com](mailto:naprivacyoffice@chubb.com).

If access is denied, you or your personal representative will be provided with a written denial setting forth the basis for the denial, a description of how you may exercise those review rights and a description of how you may complain to the Secretary of Health and Human Services.

#### C. Right to Amend PHI

You have the right to request the Company amend your PHI or a record about you in a designated record set for as long as the PHI is maintained in the designated record set.

The Company has 60 days after the request to act on the request. A single 30-day extension is allowed if the Company is unable to comply with the deadline. If the request is denied in whole or part, the Company must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your PHI.

Requests for amendment of PHI in a designated record set should be made by writing to North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, calling 1-833-324-9798, or emailing [naprivacyoffice@chubb.com](mailto:naprivacyoffice@chubb.com).

You or your personal representative(s) will be required to complete a form to request amendment of the PHI in your designated record set.

#### D. Right to Receive an Accounting of PHI Uses and Disclosures

Upon your request, the Company will provide you with an accounting of disclosures by the Company of your PHI during the six (6) years prior to the date of your request. However, such accounting need not include PHI disclosures made to carry out treatment, payment or health care operations, and certain other disclosures such as (1) to individuals about their own PHI; or (2) based upon your own written authorization.

If the accounting cannot be provided within 60 days, an additional 30 days is allowed if the individual is given a written statement of the reasons for the delay and the date by which the accounting will be provided.

If you request more than one accounting within a 12-month period, the Company will charge a reasonable, cost-based fee for each subsequent accounting.

#### E. Right to Obtain a Paper Copy of This Notice Upon Request (even if you have consented to receive this notice electronically)

To obtain a paper copy of this notice contact: North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone 1-833-324-9798, or email [naprivacyoffice@chubb.com](mailto:naprivacyoffice@chubb.com).

#### F. Note About Personal Representatives

You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your PHI

or allowed to take any action for you. Proof of such authority may take one of the following forms:

- A power of attorney for health care purposes, notarized by a notary public;
- A court order of appointment of the person as the conservator or guardian of the individual; or
- An individual who is the parent of a minor child.

The Company retains discretion to deny access to your PHI to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

### **III. The Company's Duties**

The Company is required by law to maintain the privacy of PHI and to provide individuals (participants and beneficiaries) with notice of its legal duties and privacy practices and to notify affected individuals of a breach of unsecured PHI. The Company is required to abide by the terms of this notice.

The Company reserves the right to change its privacy practices and to apply the changes to any PHI received or maintained by the Company prior to that date. If a privacy practice is changed, a revised version of this notice will be provided.

#### **A. "Minimum Necessary" Standard**

When using or disclosing PHI, or when requesting PHI from another covered entity, the Company will make reasonable efforts not to use, disclose or request more than the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations.

However, the minimum necessary standard will not apply in the following situations:

- Disclosures to or requests by a health care provider for treatment;
- Uses or disclosures made to the individual;
- Disclosures made to the Secretary of Health and Human Services;
- Uses or disclosures that are required by law; and
- Uses or disclosures that are required for the Company's compliance with legal regulations.

This notice does not apply to information that has been "de-identified." *De-identified information* is information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual. *De-identified information* is not individually identifiable health information.

In addition, the Company may use or disclose "summary health information" to a plan sponsor for obtaining premium bids or modifying, amending or terminating coverage under a group health plan, which summarizes the claims history, claims expenses or type of claims experienced by individuals for whom the plan sponsor has provided health benefits under the group health plan; and from which identifying information has been deleted in accordance with HIPAA.

### **IV. Your Right to File a Complaint with the Company or the HHS Secretary**

If you believe that your privacy rights have been violated, you may complain to the Company by writing to North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, calling 1-833-324-9798, or emailing [naprivacyoffice@chubb.com](mailto:naprivacyoffice@chubb.com).

You may file a complaint with the U.S. Department of Health and Human Services by sending a written complaint to Centralized Case Management Operations, U.S. Department of Health and Human Services, 200 Independence Avenue, S.W., Room 509F HHH Bldg., Washington, D.C. 20201, emailing [OCRComplaint@hhs.gov](mailto:OCRComplaint@hhs.gov), faxing (202) 619-3818, or visiting <https://www.hhs.gov/hipaa/filing-a-complaint/index.html>.

Your complaint must be submitted within 180 days of when you believe the violation occurred. The Company will not retaliate against you for filing a complaint.

#### **V. Contact Information**

If you have any questions regarding this notice or the subjects addressed in it, you may contact: North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone 1-833-324-9798, or email [naprivacyoffice@chubb.com](mailto:naprivacyoffice@chubb.com).

#### **VI. Chubb Group Legal Entities**

This following is a list of the Chubb Group of Companies located in the United States: ACE American Insurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Vigilant Insurance Company, Westchester Fire Insurance Company, Westchester Surplus Lines Insurance Company, Combined Insurance Company of America, and Combined Life Insurance Company of New York. These companies have designated themselves as *hybrid entities* and only those designated health care components identified by such companies are subject to HIPAA. In addition, these companies are legally separate affiliated companies under common ownership and have designated themselves as a *single covered entity* for purposes of HIPAA compliance.

**Alabama Firefighter Cancer Benefits for City of Dothan**

You are a Covered Person and eligible for coverage under the plan, if You are in the eligible class defined below. For benefits to be payable, the Policy must be in force and the required premium must be paid. If You are not in Active Service on the date Your insurance would otherwise be effective, it will go into effect on the date You return to Active Service.

**Class Description:** All active Career Firefighters of the Policyholder.

**Period of Coverage:** You will be insured on the later of the Policy Effective Date or the date that You become eligible after having satisfied the Eligibility Waiting Period of 12 months. Your coverage will end on the earliest of the date:

- 1) the Policy terminates;
- 2) You are no longer eligible; or
- 3) the period ends for which premium is paid; or
- 4) the Lifetime Maximum Benefit for Lump Sum Benefits of \$50,000 has been reached.

**Description of Benefits**

**Lump Sum Cancer Benefits** – If You are Diagnosed with Early Stage Cancer or Advanced Cancer, We will pay the applicable lump sum amount shown below for that Covered Cancer.

Early Stage Cancer Benefit: \$6,250

Advanced Cancer Benefit: \$25,000

You must satisfy the Eligibility Waiting Period of 12 months.

Lump Sum Cancer Benefits are subject to the Lifetime Maximum of \$50,000.

If You are simultaneously a member of more than one fire department at the time of Diagnosis You may only receive Cancer Benefits from one fire department.

**Disability Benefit** - We will pay the Disability Benefit shown below if You are Totally Disabled as a direct result of, and from no other cause but, a Covered Cancer that is Diagnosed while covered under this Policy.

Monthly Benefit Amount for active Career Firefighters: \$3,000, minus Other Income Benefits

Disability Benefits will begin when:

1. the applicable Benefit Waiting Period of 6 months from the date of the Total Disability is satisfied;
2. You are under the Appropriate Care of a Doctor; and
3. You provide satisfactory proof of Total Disability to Us.

We will require continued proof of Your Total Disability from time to time at least once a quarter at Your expense, in order for benefits to continue.

Benefit Payments will end on the first of the following dates:

1. the date You die; or
2. the date You are no longer Totally Disabled; or
3. the date the Maximum Benefit Period of 36 months for this benefit ends; or
4. the date You fail to submit satisfactory proof of continuing Total Disability.

**“Appropriate Care”** means the determination of an accurate and medically supported Diagnosis of Your Total Disability, or ongoing medical treatment and care of Your Total Disability by a Physician that conforms to generally-accepted medical standards, including frequency of treatment and care.

**“Benefit Waiting Period”** means the period of time the Insured must be continuously Totally Disabled before Disability Benefits may be payable. The Benefit Waiting Period is 6 months from the date of the Total Disability.

**“Other Income Benefits”** means any other disability benefits actually paid to You, from any source other than insurance separately purchased by You. Other Income Benefits include benefits paid under:

1. any Workers’ Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlement paid in place of such benefits, whether or not liability is admitted. If paid as a lump sum, We will prorate these benefits over the period for which the sum is given. If no time is stated, the lump sum will be prorated over a five-year period. If no specific allocation of a lump sum is made, then the total sum will be an Other Income Benefit.
2. any Social Security or retirement benefits You receive or any third party receives (or is assumed to receive) on Your behalf or for Your dependents; or, if applicable, that Your dependents receive (or are assumed to receive) because of Your entitlement to such benefits.
3. Any proceeds payable under any group insurance or similar plan, provided the insurance was not separately purchased by You. If there is other insurance that applies to the same claim for disability, and contains the same or similar provision for reduction because of other insurance, We will pay our pro rata share of the total claim.

“Pro rata share” means the proportion of the total benefit that the amount payable under one policy, without other insurance, bears to the total benefits under all such policies.

**“Total Disability” or “Totally Disabled”** means that You, as a direct result of a Covered Cancer, is unable to perform the substantial and material duties of Your occupation as a firefighter for a period of at least six (6) months. After the initial Benefit Waiting Period of 6 months from the date of the Total Disability, total disability means Your inability to perform the duties of Your occupation as a firefighter.

**Successive Periods of Disability** - Once You are Totally Disabled under the Policy, separate periods of Total Disability resulting from the same or related causes are a continuous period of Total Disability unless You return to work as a firefighter for at least 6 months between periods of Total Disability. Only one Benefit Waiting Period of 6 months from the date of the Total Disability and Maximum Benefit Period of 36 months applies to any one period of continuous Total Disability.

A period of Total Disability is not continuous if separate periods of Total Disability result from unrelated causes, or Your later Total Disability occurs after Your coverage under the Policy ends. This provision will not apply if You are eligible for coverage under a plan that replaces the Policy.

**Reduction in Disability Benefits** - The amount of Your Disability Benefits will be reduced by the amount of any Other Income Benefits paid on account of Your Total Disability.

**Not Covered** - No payment will be made for any Total Disability for which benefits are payable under any Workers’ Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlements paid in place of such benefits, whether or not liability is admitted.

**Continuation of Insurance Benefit** - If after at least one year as a Career Firefighter for the Policyholder, You depart from employment, or retire, and if Your insurance ends because Your employment ends or You retire, You may apply to continue this insurance.

You must apply for continuation within 31 days after Your coverage under the Policy ends. You are responsible for all payment of premiums in order to continue coverage. Premiums will be based on the table of rates in force at that time for such policies based on Your age and class of risk and will not exceed the current amounts charged to active firefighters. You will not be required to provide evidence of insurability.

If You are Diagnosed with a Covered Cancer within the initial 31 days after Your coverage under the Policy ends, We will pay benefits under this Policy. After the initial 31 day period, no additional benefits are payable under this Policy.

## Exclusions

Benefits will not be payable:

- 1) any illness, sickness or disease except for a Covered Cancer Diagnosed while coverage under this Policy is in force.
- 2) any other disease or incapacity that has been caused, complicated, worsened or affected by, or as a result of, Covered Cancer.
- 3) a Covered Cancer or treatment of a Covered Cancer that is Diagnosed prior to the Effective Date of Your coverage, or during Your Eligibility Waiting Period of 12 months.
- 4) any Covered Cancer unless the You have satisfied the Eligibility Waiting Period shown in the Schedule of Benefits.
- 5) medical expenses for which You receive benefits under any Worker's Compensation Act, as an alternative to coverage under this Policy.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

## Definitions:

**"Active Service"** means You are either 1) if an employee, actively at work performing all regular duties on a full-time or part-time basis either at Your employer's place of business or someplace the employer requires You to be; 2) employed, but on a scheduled holiday, vacation day, or period of approved paid leave of absence; or 3) if a volunteer, able to engage in substantially all of the usual activities of a person in good health of like age and sex and not confined in a Hospital or rehabilitation or rest facility.

**"Advanced Cancer"** means a Diagnosis of Covered 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 any one of the following apply:

- (a) Surgery, radiotherapy, or chemotherapy is Medically Necessary; or
- (b) There is Metastasis; or
- (c) You have terminal cancer, are expected to die within 24 months or less from the date of Diagnosis, and will not benefit from, or has exhausted, curative therapy.

**"Carcinoma in Situ"** means a Covered 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.

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

**"Covered Cancer"** means a Cancer that was Diagnosed after the Policy Effective Date. Covered Cancer includes only the following types of cancer: 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 or non-Hodgkin's lymphoma. A Doctor board certified in the medical specialty appropriate for the type of Covered Cancer must confirm the diagnosis of Cancer in writing.

**"Covered Loss" or "Covered Losses"** means a condition or disability covered under the Policy.

**"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.

**"Doctor"** means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to You that is appropriate for the conditions and locality. It will not include You or a member of Your Immediate Family or household.

**"Early Stage Cancer"** means a Diagnosis of Covered Cancer for which any one of the following apply:

- (a) There is Carcinoma in Situ such that surgery, radiotherapy, or chemotherapy has been determined to be Medically Necessary; or
- (b) There are malignant tumors which are treated by endoscopic procedures alone; or
- (c) There are malignant melanomas; or
- (d) There is a tumor of the prostate, provided that it is treated with radical prostatectomy or external beam therapy.

**"Insured"** means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person.

**"Lifetime Maximum for Lump Sum Cancer Benefits"** means the combined maximum amount payable to You during Your lifetime for Lump Sum Cancer Benefits.

**"Medically Necessary"** means a treatment, service or supply that is: 1) required to treat a Covered Cancer; prescribed or ordered by a Doctor or furnished by a Hospital; 3) performed in the least costly setting required by Your condition; and 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered. A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may consider the cost of the alternative to be the Covered Expense. The fact that a Doctor may prescribe, authorize, or direct a service does not of itself make it Medically Necessary or covered by the Policy.

**"Metastasis"** means a Covered 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.

**"You," "Your"** means the Insured covered under the policy.

**"We," "Our," "Us"** means the insurance company underwriting this insurance or its authorized agent.

You must provide notification of a claim within 90 days of an Accident or Loss. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify You, the Policyholder, and the Policy Number.

Policy Number: PTP N17937522, Underwritten by ACE American Insurance Company, 436 Walnut Street, Philadelphia, PA 19106

**Contact Information:** For customer service, eligibility verification, plan information, or to file a claim, contact: Chubb NA at 800-336-0627 (from inside the U.S.) or 302-476-6194 (from outside the U.S.); fax 302-476-7857 for claims or inquiries or e-mail [aceaandhclaims@chubb.com](mailto:aceaandhclaims@chubb.com). To file a claim online, visit us at: <https://www.chubbclaims.com/ace/us-en/welcome.aspx>. Mail claims to: Chubb Accident & Health, PO Box 816, Portland, ME 04104.

This Description of Coverage is a brief description of the important features of the insurance plan. It is not a contract of insurance. The terms and conditions of coverage are set forth in the Policy issued to Your employer. The Policy is subject to the laws of the state in which it was issued. Coverage may not be available in all states or certain terms or conditions may be different if required by state law. Please keep this information as a reference.