

**CANCER INSURANCE PLAN**

**ISSUED BY:  
THE CANCER INSURANCE PROGRAM ("THE PROGRAM")**

**AS ADMINISTERED BY:  
THE FUND MANAGER OF THE ARIZONA PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM ("SYSTEM"), AN AGENCY OF THE STATE OF ARIZONA, OR ITS DESIGNATED AGENT(REFERRED TO AS "US," "WE" OR "OUR").**

**This Plan is issued pursuant to, and is governed by, Arizona Revised Statutes ("A.R.S.") §§ 38-641 to -645 (the "Enabling Legislation") and any amendments thereto, as well as the provisions of Title 38, Chapter 5, Article 4, A.R.S. and Title 12, Chapter 7, Article 2, A.R.S. and any other Arizona statute or common law rule applicable to actions involving public entities such as the Program. This Plan is not subject to Titles I and IV of the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq.**

**This Plan is issued to the Plan Holder or Covered Person (as those terms are defined below) in consideration of payment of premiums by the Plan Holder's employer as provided in the Enabling Legislation.**

**We agree to pay benefits to the Plan Holder in accordance with all the provisions of this Plan, including the attached schedule of benefits (the "Schedule") and any official authorized Riders attached.**

**Premiums are payable to us or our designated agent in amounts determined by this Plan, the Program or as otherwise set forth in the Enabling Legislation. The first premium is due as provided in the Enabling Legislation. Future premiums are due thereafter as provided by the terms of this Plan or as otherwise specified in the Enabling Legislation.**

**EFFECTIVE DATE**

**EFFECTIVE DATE: This Plan and the insurance provided by it becomes effective 12:01 A.M. Mountain Time at the Plan Holder's address on the Effective Date shown on the Schedule or the beginning of the Plan Month following the date the Plan Holder's employer pays the first premium due on the Plan, whichever is later. The Effective Date of coverage is shown on the Schedule..**

**The provisions found on the following attached pages and official authorized Riders form a part of this Plan as if recited over the signatures shown below.**

**This Revised Plan is executed on the Effective Date at Phoenix, Arizona.**

\_\_\_\_\_  
**Carter Olson , Chairman**

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**James M. Hacking, Administrator**

## DEFINITIONS

When used in this Plan, the following words and phrases have the meaning given. The use of any personal pronoun includes both genders. Unless otherwise specified herein, any terms used in this Plan that are specifically defined in the Enabling Legislation or A.R.S. § 38-841 et seq. shall have the meanings ascribed to such words in such legislation.

**ADEQUATE PROOF** means evidence sufficient to demonstrate a fact or the validity of a claim herein beyond a reasonable doubt.

**AMBULATORY SURGICAL CENTER** means a licensed facility whose primary purpose is to provide surgical procedures and in which the patient is admitted to and discharged within the same day. It has one or more Physicians on duty whenever a patient is in the facility. It is not a facility existing for the primary purpose of terminated pregnancies or an office maintained by a Physician for the practice of medicine nor does it provide services or accommodations for patients to stay overnight.

**CANCER** means a disease manifested by the presence of a malignant neoplastic disorder characterized by:

- (1) the uncontrolled growth and spread of malignant cells;
- (2) the invasion of tissue;
- (3) leukemia; or
- (4) Hodgkin's disease.

Cancer must be positively diagnosed by a Physician certified by the American Board of Pathology to practice Pathologic Anatomy; or by an Osteopathic Pathologist (each, a "Certified Pathologist"). The diagnosis must be on the basis of:

- (1) a microscopic examination of fixed tissues; or
- (2) preparations from the hemic system.

Such diagnosis must be made while the Plan Holder (sometimes referenced as the "Covered Person") is alive or during post-mortem examination. The pathologist's judgment must be based solely on the criteria of malignancy accepted either by the:

- (1) American Board of Pathology; or
- (2) Osteopathic Board of Pathology.

Such diagnosis must be made after a study of the histocytologic architecture or pattern of the suspect tumor, tissue or specimen. We will accept clinical evidence if it substantially documents the diagnosis of Cancer, provided a diagnosis cannot otherwise be made due to an inoperable condition.

**CHEMOTHERAPY** means a cancericidal chemical substance that is used for the purpose of modification or destruction of tissue invaded by Cancer.

**CHEMOTHERAPY ENHANCER DRUG** means a medication given contemporaneously with

Chemotherapy to strengthen the ability of Chemotherapy to kill tissue invaded by Cancer.

**CONFINED or CONFINEMENT** means that the Covered Person is a registered bed patient in a Hospital or Skilled Nursing Facility and is charged room and board by the facility. He must be in the facility on the advice of a Physician and under the regular care and treatment of a Physician.

Confinement does not include Treatment received in the Outpatient department of the facility. Outpatient Treatment means service rendered for a period of less than 24 hours.

**COVERED EXPENSE(S)** means those costs for Cancer Treatment, remediation, care, housing or travel specifically referenced in the Schedule or any official authorized Riders hereto.

**COVERED PERSON** means a Plan Holder, as that term is defined herein.

**EXPERIMENTAL TREATMENT** means:

1. drugs or chemical substances as approved by the U.S. Food and Drug Administration for experimental use in the treatment of human Cancer; and
2. surgery or therapy endorsed by either the National Cancer Institute or the American Cancer Society for experimental studies. Included in such definitions are: (a) Chemotherapy or Immunotherapy using experimental drugs or chemicals; (b) Hyperthermia; and (c) Atomic Particle Therapy.

It does not include Bone Marrow Transplants.

**HOSPICE** means a facility other than the Covered Person's home or that of his friends or relatives that:

- (1) provides a Hospice Care Program;
- (2) is separated from any other facility; and
- (3) fulfills any licensing requirements of the state or locality in which it operates.

**HOSPICE CARE PROGRAM** means a coordinated, interdisciplinary program for meeting the special needs of dying individuals and their families, by providing palliative and supportive medical, nursing and other health services during the illness and bereavement:

- (1) to individuals who have no reasonable prospect of cure; and as estimated by a physician to have a life expectancy of less than six months; and
- (2) to the families of those individuals.

**HOSPITAL** means an institution which meets all of the following requirements:

- (1) it must be operated according to law;
- (2) it must give 24 hour medical care, diagnosis and Treatment to the sick or injured on an in-patient basis for which a charge is made
- (3) it must provide diagnostic and surgical facilities supervised by Physicians;
- (4) Registered Nurses must be on 24 hour call or duty;
- (5) The care must be given either on the Hospital's premises or in facilities available to the Hospital on a pre-arranged basis.

A Hospital is not a Hospice, rest, convalescent, extended care, rehabilitation or Skilled Nursing Facility. It is not a place which primarily treats mental illness, alcoholism or drug addiction; nor does it include any ward, wing or other section of the Hospital that is used for such purposes. It is not a facility where, in the absence of insurance, there is no legal obligation to pay.

**ILLNESS PERIOD** means the period beginning when the Covered Person first incurs Covered Expenses while the Plan is in force. If no additional Covered Expenses are incurred by the Covered Person for 90 consecutive days, a new Illness Period will begin if such Covered Expenses are incurred after the expiration of those 90 consecutive days.

**NURSE** means a Registered Graduate Nurse (R.N.), Licensed Practical Nurse (L.P.N.), or Licensed Vocation Nurse (L.V.N.). He may not be you or a member of your immediate family.

**PHYSICIAN** means a doctor of medicine or a doctor of osteopathy licensed by the state in which he is resident to practice medicine or osteopathy. He must be practicing within the scope of his license for the service or Treatment given. He may not be the Covered Person or a member of his immediate family.

**PLAN** means the instant contract issued to the Plan Holder providing the benefits described.

**PLAN HOLDER** means a person eligible for benefits under this Plan as specified herein and/or the Enabling Legislation. As used in this Plan, the terms Plan Holder and Covered Person are synonymous.

**PLAN MONTH** means the period of time starting on the first day of the month and ending on the last day of the same month.

**SKILLED NURSING FACILITY** means an institution which meets all of the following requirements:

- (1) it must be operated pursuant to law;
- (2) it must be approved for payment of Medicare benefits or be qualified to receive such approval if requested;
- (3) it must be primarily engaged in providing, in addition to room and board accommodations, skilled Nursing Services under a Physician's supervision;
- (4) Registered or Licensed Practical Nurses must supervise the Facility 24 hours a day; and
- (5) a daily record for each patient must be maintained.

This definition does not include a:

- (1) rest home or similar facility;
- (2) home or facility for the aged;
- (3) home or facility for drug addicts or alcoholics;
- (4) home or facility for care or Treatment of mental diseases or disorders;
- (5) home or facility for custodial or educational care; or a
- (6) Hospice.

**SKIN CANCER** means a malignant neoplasm originating in the skin. Skin Cancer includes tumors arising from the epidermis, dermis and subcutaneous tissue, including basal, cell carcinoma, squamous cell carcinoma, Melanocarcinoma in-situ, and Bowen's disease in-situ.

**TREATMENT** means medical and surgical care by a licensed provider, Nurse or Physician to detect, address, remedy, assuage or cure Cancer. This includes examination, diagnostic procedures, surgery (including pre- and post-operative care), prescribed medication, and the application of remedies and therapy. It does not include any diagnostic procedures or examinations performed to diagnose Cancer or to monitor a previous removal or remedy of Cancer, provided there is no positive diagnosis of Cancer or a recurrence of Cancer.

## **ELIGIBILITY AND EFFECTIVE DATE OF PLAN**

All Covered Persons who are active or retired members of the Public Safety Personnel Retirement System (“System”) and serve (or have served) as fire fighters or peace officers regularly assigned to hazardous duty of the type normally expected of fire fighters, peace officers and who, prior to their membership in the System, have not been medically treated for or diagnosed as having a Cancer for which they make claim under this Plan, are eligible for reimbursement of the Covered Expenses referenced in this Plan, subject to the limitations, exclusions and restrictions otherwise stated in said Plan. Issuance of this Plan is not a waiver of any of the preceding or following conditions precedent to coverage under this Plan:

1. Each Covered Person will become insured under this Plan at the beginning of the Plan Month following his employer’s payment of the first premium due under this Plan or the Effective Date, whichever is later. The Effective Date of coverage will be shown on the Schedule.
2. If a Covered Person is Confined for any condition in a Hospital or an institution which provides medical care and Treatment on the date his Plan Holder hereunder would otherwise become effective, he will be insured the day following his formal discharge from the Hospital or institution.
3. Any increase in benefits hereunder will be subject to a new Effective Date of Coverage on the increased amount of benefit only.

## **CANCER BENEFIT**

Except as provided under Exclusions, we will pay benefits according to the Schedule of Benefits for Cancer that manifests itself while the Covered Person is insured under the Plan and any attached, official authorized Riders. These benefit payments to the Covered Person will begin for Covered Expenses incurred up to 90 days before the date the first pathological diagnosis of Cancer is made. Except as otherwise specified herein, benefits are only payable hereunder to a Covered Person suffering from Cancer, and except as otherwise expressly stated herein, no benefits are provided in this Plan to a Covered Person’s dependents, family, associates or relations.

If the Covered Person receives Treatment for Cancer but positive diagnosis of such Cancer is not made during his lifetime, we will make payment to his estate of any applicable benefits if positive diagnosis that the Covered Person suffered from Cancer is made after the Covered Person’s death. We will pay for Covered Expenses incurred up to 90 days before the date of diagnosis of Cancer by a Certified Pathologist.

## **AMBULATORY SURGICAL CENTER BENEFIT**

Upon our receipt of Adequate Proof that the Covered Person incurred expenses for the cost of admittance to a licensed facility as defined in this document, we will pay the charge for such facility not to exceed the Maximum Benefit shown on the Schedule.

## **ATTENDING PHYSICIAN BENEFIT**

Upon our receipt of Adequate Proof that the Covered Person receives the services of a Physician, other than the Physician who performs a surgical procedure, we will pay the charge for such Physician’s service not to exceed the Maximum Benefit shown on the Schedule. To qualify for this Attending Physician Benefit, the Covered Person must be eligible to receive benefits under the Hospital Confinement Daily Benefit provision.

## **BLOOD AND PLASMA BENEFIT**

Upon our receipt of Adequate Proof that the Covered Person incurred expenses for the cost of blood or blood plasma, we will pay a benefit for these expenses not to exceed the Maximum Benefit shown on the Schedule. The expense of blood or blood plasma incurred while Hospital Confined as an outpatient or in a free standing facility is eligible for this benefit. There is no Maximum Benefit for expenses for blood or blood plasma in Leukemia cases, other than the Overall Lifetime Maximum Benefit Under The Plan.

## **CANCER INTENSIVE CARE INDEMNITY BENEFIT**

Upon our receipt of Adequate Proof that a Covered Person is Confined in an Intensive Care Unit for the Treatment of Cancer, we will pay a benefit for each day of Confinement. The benefit payable is subject to the following conditions:

- (1) the Covered Person is Hospital Confined;
- (2) the Confinement must be caused by Cancer; and
- (3) the Confinement begins while coverage under the Plan is in force for the Covered Person.

The benefit payable for each day of Confinement is shown on the Schedule. It is paid in addition to the Hospital Confinement Daily Benefit. This benefit is subject to the maximum number of days shown on the Schedule.

Intensive Care Unit means a facility in a Hospital other than the patient's bedroom or an operating or a recovery room. It must be designated by the Hospital as a department providing the highest level of Intensive Care.

## **CHEMOTHERAPY ENHANCER DRUG BENEFIT**

Upon our receipt of Adequate Proof that a Covered Person incurs expenses for chemotherapy enhancer drugs, we will pay the charges for such drugs not to exceed the Maximum Benefit shown on the Schedule. To qualify for this Chemotherapy Enhancer Drug Benefit, the Covered Person must be eligible to receive benefits under the Radiology and Chemotherapy Benefit.

## **SECOND OPINION BENEFIT**

Upon our receipt of Adequate Proof that a Covered Person incurs expenses for a second medical opinion for Cancer, we will pay the charges for this opinion. The Maximum Benefit we will pay is shown on the Schedule.

## **DEATH BENEFIT**

Upon our receipt of Adequate Proof that a Covered Person dies as a result of Cancer while coverage is in force under the Plan, we will pay the Death Benefit shown on the Schedule.

## **EXPERIMENTAL TREATMENT BENEFIT**

Upon our receipt of Adequate Proof that a Covered Person incurs expenses for an experimental treatment as defined in this document, we will pay the charges for such treatment not to exceed the Maximum Benefit shown on the Schedule.

### **EXTENDED HOSPITAL EXPENSES BENEFIT**

In lieu of all other benefits provided under this Plan, we will pay the following benefit for the Treatment of Cancer.

Provided the Covered Person is receiving benefits under the Hospital Confinement Daily Benefit provision, and upon presentation to us of Adequate Proof of such Confinement, beginning with the 91st day of Hospital Confinement during any one Illness Period, we will pay from such period forward all subsequently incurred Hospital charges for Cancer Treatment while a Covered Person is Confined in the Hospital. This benefit will not exceed the Maximum Benefit shown on the Schedule. This benefit will be paid as long as the Covered Person is Hospital Confined or until the Overall Lifetime Maximum Benefit is reached.

### **TRANSPORTATION BENEFIT**

Upon our receipt of Adequate Proof that a Covered Person incurs Transportation Expenses traveling to and from a Hospital we will pay a benefit. The benefit payable is subject to the following conditions:

- (1) travel to the Hospital must be for the Treatment of Cancer;
- (2) the Treatment and the Hospital must be medically necessary and recommended by a Physician; and
- (3) the Transportation Expenses must be incurred while coverage under the Plan is in force for the Covered Person.

The benefit we will pay is the charge incurred for Transportation Expenses not to exceed the amount shown on the Schedule. Benefits are subject to a Lifetime Maximum amount per covered Person for this benefit and subject to the Overall Lifetime Maximum Amount shown in the Schedule of Benefits.

Transportation Expense means the fare charged to persons traveling in or on a licensed public conveyance operated by a common carrier for the regular transport of passengers. It does not include the cost of food or other personal expenses incurred while traveling.

### **FAMILY LODGING AND TRANSPORTATION BENEFIT**

Upon our receipt of Adequate Proof that a Covered Person's family incurs Family Lodging and Transportation Expenses traveling to and from a Hospital, we will pay a benefit. The benefit payable is subject to the conditions referenced above as they pertain to their family member. This benefit will be paid as long as the Covered Person is Hospital Confined or until the Maximum Amount shown in the Schedule of Benefits is reached for Transportation.

### **FIRST OCCURRENCE BENEFIT**

Upon our receipt of Adequate Proof that, after coverage has been in force for 30 days, a Covered Person is first diagnosed as having Cancer, we will pay a lump sum First Occurrence Benefit as shown on the Schedule.

This benefit is payable only once during the lifetime of each Covered Person and will be payable upon the first diagnosis of Cancer. The FIRST OCCURRENCE BENEFIT IS NOT PAYABLE FOR DIAGNOSIS OF SKIN CANCER.

In order for this benefit to be paid, we may require a statement from the attending Physician in addition to the pathological or clinical diagnosis requirement specified for Cancer.

### **HOME HOSPICE CARE BENEFIT**

Upon our receipt of Adequate Proof that a Covered Person receives Home Hospice Care, we will pay the benefit as shown on the Schedule. The benefit is subject to the following conditions:

- (1) a Physician certifies that the Covered Person has Cancer for which there is no reasonable prospect of cure and that his life expectancy is less than six months;
- (2) the Home Hospice Care follows a Hospital, Hospice Care Facility or Skilled Nursing Facility Confinement of at least 3 consecutive days for which benefits are payable under the Plan; and
- (3) the Home Hospice Care must be received while coverage under the Plan is in force for the Covered Person.

Home Hospice Care means services, care or Treatment provided to a Covered Person in his home under the direction of a Physician according to a Hospice Care Program.

Hospice Care Program means a program designed specifically to provide pain relief, symptom management and supportive services to terminally ill persons and their families. The program must be administered through a public agency or duly licensed or authorized private organization.

### **HOSPICE CARE BENEFIT**

Upon our receipt of Adequate Proof that a Covered Person, following a Covered Hospital Confinement which lasted at least 3 consecutive days, incurs expenses for Treatment in a Hospice, we will pay the amount shown on the Schedule.

- (1) Hospice means a facility other than the Covered Person's home or that of his friends or relatives that:
  - (a) provides a Hospice Care Program;
  - (b) is separated from any other facility; and
  - (c) fulfills any licensing requirements of the state or locality in which it operates.
- (2) Hospice Care Program means: a coordinated, interdisciplinary program for meeting the special needs of dying individuals and their families, by providing palliative and supportive medical, nursing and other health services during the illness and bereavement:
  - (a) to individuals who have no reasonable prospect of cure; and as estimated by a Physician to have a life expectancy of less than six months; and
  - (b) to the families of those individuals.

### **HOSPITAL CONFINEMENT DAILY BENEFIT**

We will pay the Hospital Confinement Daily Benefit for Cancer Treatment provided the Covered Person is Hospital Confined. We will pay the benefit for 90 days during any one Illness Period. Upon receipt of Adequate Proof that a Covered Person is Hospital Confined for the Treatment of Cancer, we will pay the benefit shown on the Schedule for each day of Confinement. The benefit is subject to the Overall Lifetime Maximum Benefit amount.

### **MISCELLANEOUS HOSPITAL EXPENSES BENEFIT**

Provided the Covered Person is eligible to receive benefits under the Hospital Confinement Daily Benefit provision, we will pay the Hospital's charges for expenses other than the room, provided you provide us with Adequate Proof of such charges. Such charges include but are not limited to drugs, use of the operating room, medical supplies, oxygen and other items medically necessary for the Treatment of Cancer. The Maximum Benefit we will pay for Hospital expenses is shown on the Schedule.

### **OUTPATIENT ANTI-NAUSEA BENEFIT**

Upon our receipt of Adequate Proof that a Covered Person incurs expenses for Anti-Nausea drugs, we will pay the charges for such treatment not to exceed the Maximum Benefit shown on the Schedule.

### **OUTPATIENT LABORATORY, PATHOLOGY, DIAGNOSTIC AND BIOPSY BENEFIT**

Upon our receipt of Adequate Proof that a Covered Person incurs expenses for Outpatient Laboratory, Pathology, Diagnostic or Biopsy expenses, we will pay the charges for such treatment not to exceed the Maximum Benefit shown on the Schedule.

### **PHYSICAL AND SPEECH THERAPY BENEFIT**

Upon our receipt of Adequate Proof that a Covered Person incurs expenses for Physical and Speech Therapy expenses, we will pay the charges for such treatment not to exceed the Maximum Benefit shown on the Schedule.

### **PRIVATE DUTY NURSE BENEFIT**

Upon our receipt of Adequate Proof that a Covered Person incurs expenses for Private Duty Nurses while Hospital Confined for the Treatment of Cancer, we will pay the benefit as shown on the Schedule. A Private Duty Nurse is a Nurse whose services are contracted for while the Covered Person is Hospital Confined and who is not employed by the Hospital. The services of the Private Duty Nurse must be recommended by a Physician. The Maximum Benefit we will pay for Private Duty Nurse Expenses is shown on the Schedule.

### **RADIOLOGY AND CHEMOTHERAPY BENEFIT**

Upon our receipt of Adequate Proof that the Covered Person incurred expenses for the cost of x-ray, radium, cobalt or chemotherapy Treatments, we will pay a benefit for these expenses not to exceed the Maximum Benefit shown on the Schedule. The expense of x-ray, radium, cobalt and chemotherapy Treatments incurred while Hospital Confined, as an outpatient or in a free standing facility is eligible for this benefit.

### **SKILLED NURSING FACILITY BENEFIT**

Upon our receipt of Adequate Proof that a Covered Person, following a covered Hospital Confinement which lasted at least 3 consecutive days, incurs Covered Expenses for Treatment in a Skilled Nursing Facility, we will pay the maximum number of days for Treatment in such Facility as shown on the Schedule.

### **TREATMENT PLANNING BENEFIT**

Upon our receipt of Adequate Proof that a Covered Person incurs expenses for Treatment Planning, we will pay the charges for such treatment not to exceed the Maximum Benefit shown on the Schedule.

### **SKIN CANCER SURGICAL AND ANESTHESIA BENEFIT**

Upon our receipt of Adequate Proof that a Covered Person incurs expenses for a surgical procedure for the Treatment of a Skin Cancer, we will pay the expenses for removal of the Skin Cancer up to the Maximum Benefit shown on the Schedule. The diagnosis may be made by a Physician other than a legally qualified Pathologist.

Upon our receipt of Adequate Proof that a Covered Person incurred expenses for anesthesia during the Skin Cancer removal session, we will pay the expenses incurred for the anesthesia. The benefit will not exceed the amount shown on the Schedule if Benefits per Skin Cancer removal session.

### **SURGICAL AND ANESTHESIA BENEFIT**

Upon our receipt of Adequate Proof that a surgical procedure for the Treatment of Cancer other than Skin Cancer is performed on a Covered Person, we will pay the expense incurred for the procedure, including post-operative attendance. This benefit will not exceed the amount shown on the Schedule for each Operative Session. The benefit is subject to the Lifetime Maximum amount for this benefit.

Upon our receipt of Adequate Proof that a Covered Person incurred expenses for the services of an Anesthesiologist during an Operative Session other than for the Treatment of Skin Cancer, we will pay the expense for the Anesthesiologist who is not employed by the Hospital. The benefit payable will not exceed the Lifetime Maximum amount for this benefit shown on the Schedule.

Anesthesiologist means a Physician who specializes in anesthesiology.

Operative Session means the continuous period of time during which surgical procedures are performed for the Treatment of Cancer other than Skin Cancer, regardless of the number of procedures or the number of surgical incisions.

### **OVERALL MAXIMUM LIFETIME BENEFIT UNDER PLAN**

Notwithstanding anything in this Plan to the Contrary, no Covered Person is or shall be entitled to benefits under this Plan in excess of One Hundred Thousand Dollars (\$100,000.00). In other words, once a Covered Person has received \$100,000.00 in benefits under this Plan as and for reimbursement for Covered Expenses, the Covered Person's entitlement to further benefits under this Plan shall be exhausted and he or she shall be entitled to no further benefits under said Plan.

## EXCLUSIONS

Benefits will not be paid under the Plan and any official, authorized Rider for any Covered Expenses which arise or result from:

- (1) injury or sickness other than Cancer;
- (2) expenses the Covered Person is not legally obligated to pay or those charged only because the Covered Person has insurance.
- (3) Pre-Existing Conditions, which are defined as a Cancer in the Covered Person that was positively diagnosed prior to the Covered Person's membership in the Public Safety Personnel Retirement System. A Covered Person is not eligible for benefits under this Plan if there is any evidence that the Cancer that forms the basis of the Covered Person's claim under the Plan existed before the Covered Person's date of membership in the Public Safety Personnel Retirement System.

## WHEN COVERAGE ENDS

The Covered Person's Plan Holder under this Plan automatically ends on the first of the following dates:

- (1) The date the Plan is terminated;
- (2) The premium due date the Covered Person's employer fails to pay the required premium, except as provided in the Grace Period; or
- (3) The Covered Person has exhausted his benefits or his employment is terminated as provided in A.R.S. § 38-644.

## EXTENSION OF BENEFITS

If the Covered Person's coverage under this Plan terminates for any reason, except non-payment of premium, and prior to termination he incurs Covered Expenses, he will receive payments for the duration of any Hospital Confinement just as if coverage had not ended provided any Confinement starts within 90 days after the termination date, and Confinement is due to the same Cancer for which he incurred Covered Expenses before this termination date.

No additional premium is needed for the extended benefit payments after termination of coverage.

## PREMIUMS

We provide coverage in return for premium payment. Premiums are payable by the Covered Person's employer as specified in the Enabling Legislation. The first premium is due as specified in the Enabling Legislation. Premiums are paid to us on or before the due date. The initial premium rates are specified in the Enabling Legislation, and premiums may be increased or decreased as specified in the Enabling Legislation.

**PREMIUM CHANGES.** We have the right to change the premium rates on any premium due date, so long as such change is authorized in the Enabling Legislation, as amended. We will provide the Covered Person's

employer written notice at least 31 days before the date of change. The premium rates may also be changed at any time the terms of the Plan are changed. Premiums must be paid as specified in the Enabling Legislation.

**GRACE PERIOD.** The Covered Person's employer has a 30 day grace period (the "Grace Period") for the payment of each premium due after the first premium. Coverage will continue in force during the Grace Period.

At our election, coverage under this Plan will end at the end of the Grace Period if all premiums which are due are not paid by your employer. We will require payment of all premiums for the period this coverage continues in force including the premiums for the Grace Period.

**REINSTATEMENT OF COVERAGE.** If we terminate coverage under this Plan for non-payment of premium, the Covered Person may reinstate coverage within 90 days following the last unpaid premium due date. To reinstate the Covered Person's coverage under this Plan, the Covered Person's employer must pay us all overdue premiums and any additional charges as specified in the Enabling Legislation.

### GENERAL PROVISIONS

**CHOICE OF PHYSICIAN.** The Covered Person is free to be treated by any Physician of his choice, including Physicians, clinics or providers situated outside the United States.

**CLERICAL ERROR..** Clerical errors or delays in keeping records for this Plan will not deny benefits which would otherwise have been granted, nor extend benefits which otherwise would have ceased.

**CONFORMITY WITH LAW.** Any provision of this Plan which is in conflict with the laws of the State of Arizona is amended to conform with the laws of said State.

**ENTIRE CONTRACT; CHANGES.** This Plan and the Enabling Legislation and other statutes and laws referenced therein, as well as any other attachments and Riders to the Plan are the entire contract between the Covered Person and the Program. This Plan may be changed by us at any time, **and you have no vested right to benefits hereunder until such time as you have first suffered or incurred a Cancer giving rise to a covered claim to benefits hereunder.**

**NONPARTICIPATING.** This Plan is a nonparticipating Plan, which means that the Covered Person does not share in any surplus funds held by the Program.

**WORKERS' COMPENSATION.** This Plan is not a Worker's Compensation plan of insurance. It does not satisfy any requirement for coverage by Worker's Compensation insurance.

### WHEN THERE IS A CLAIM

**NOTICE OF CLAIM.** We must be given written notice of claim under this Plan within 20 days after the Covered Person incurs a Covered Expense. If notice cannot be given within that time, it must be given as soon as reasonably possible, except that no claim for a Covered Expense under this Plan will be valid or payable if notice of such claim is not tendered to us within 180 days of the date the Covered Expense was incurred.

The notice of claim must contain the Covered Person's name and enough information to identify the Covered Person and the claimed Covered Expense. Notice may be mailed to us at 1020 E. Missouri, Phoenix, Arizona, attn: Fire Fighter Cancer Plan Administrator, or to our designated agent.

**CLAIM FORMS.** When we receive the notice of the Covered Person's claim, the Covered Person will be sent forms to file proof of claim, and must return same to us, fully completed, with all available backup documentation attached, within 15 days of the date we send the Covered Person the proof of claim forms (the "Return Period"). If the Covered Person fails to forward to us the completed forms within the requisite 15 day Return Period, then the Covered Person's claim may still be recognized and validated by us, but only if he or she provides us with a detailed written statement of the nature and extent of his claim within the Return Period.

**PROOF OF CLAIM.** In addition to returning to us the completed proof of claim form within the Return Period, written Adequate Proof sufficient to substantiate the Covered Person's claim under this Plan must be sent to us within 60 days after the date the Covered Expense giving rise to the claim is incurred. If it was not reasonably possible to give us written Adequate Proof within 60 days, we will not reduce or deny a claim for this reason, so long as written Adequate Proof is sent to us or our agent as soon as reasonably possible.

**PAYMENT OF CLAIMS.** Claims for benefits provided by the Plan will be paid within a reasonable period following our determination (or that of our agent) that the Covered Person has provided us with Adequate Proof of the validity of such claim.

All benefits are paid directly to the Covered Person, unless he directs us otherwise. If a benefit is unpaid at a Covered Person's death or if we feel he is not able to give a valid receipt for payment, we may pay an amount up to \$1,000 to any relative by blood or marriage who we deem, in the unfettered exercise of our discretion, to be equitably entitled. Any payment we make in good faith will fully discharge us to the extent of the payment, and any party who contests such payment on grounds he is entitled to same under this Plan shall be obligated to reimburse us for all attorneys' fees and all costs of litigation reasonably incurred by us to defend the propriety of such payment if it is determined in a court of appropriate jurisdiction that our payment was appropriate.

When a claim is paid for expenses incurred during the Grace Period, any premium due and unpaid us may be deducted from the claim payment, and the Covered Person may seek reimbursement for the deducted sums from his employer.

**RIGHT TO RECOVERY.** If payments for claims exceed the maximum amount payable under any benefit provisions or official, authorized Riders of the Plan, we have the right to recover the excess of such payments from the Covered Person using any lawful means, including, without limitation, offsetting the amounts overpaid by any amounts payable to the Covered Person under this Plan.

**PHYSICAL EXAMINATION AND AUTOPSY.** At our expense, we have the right to have the Covered Person examined as often as necessary while a claim by that Covered Person is pending. At our expense, we may require an autopsy of a deceased Covered Person.

**LEGAL ACTIONS.** No legal action may be brought by a Covered Person to recover against the Program or Plan until the Covered Person has submitted to us all written documentation he believes to support his claim and at least 60 days have transpired since such submission to enable us (or our designated agent) to have sufficient time to evaluate the claim. No legal action may be brought against us or the Program by a Covered Person more than one year from the time we reject all or a portion of the Covered Person's claim. All provisions of law concerning the defenses inuring to a public entity like the Program and its Administrator (and

its employees, attorneys and agents) are expressly incorporated into and made a part of this Plan, and a Covered Person must strictly comply with same.

**ATTORNEYS' FEES.** The prevailing party in any litigation concerning this Plan shall be awarded its reasonable attorneys' fees and all costs of litigation against the non-prevailing party, such an award to be made by a judge and not a jury. If the Program and/or its Administrator (or their employees, attorneys or agents) [collectively, "Program"] are awarded attorneys' fees and costs against a Covered Person, the Program may satisfy such fee and cost award from any amounts otherwise owing the Covered Person under this Plan, or through any other lawful means.

**NO PUNITIVE DAMAGES.** A Covered Person is not entitled to seek punitive damages against the Program, a public entity.

**VENUE AND APPLICABLE LAW.** Any and all legal action brought against the Program and its Administrator shall be brought in the Maricopa County, Arizona Superior Court. This Plan shall be governed by and construed under and pursuant to the laws of the State of Arizona, without regard to conflicts of law principles.

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