

Office of State Fire Marshal  
Risk Management Division  
Administrating Party

**APPLICATION FOR BLANKET FIREFIGHTER CANCER INSURANCE**

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

**1. Identification of Policyholder:**

Name of Policyholder: Office of the State Fire Marshal  
Street Address: 1202 Mail Service Center  
City, State, Zip: Raleigh, NC 27699-12  
Policy Number: NCD0I 0101012024

**2. CLASSIFICATION OF ELIGIBLE PERSONS:**

**Class 1:** All non-volunteer Eligible Firefighters

**Class 2:** All volunteer Eligible Firefighters

Any person who was simultaneously a member of more than one class at the time of diagnosis shall not be entitled to receive benefits from more than one such class but is entitled to the higher of the two classes.

**3. Schedule of Benefits**

**Class 1:**

**Cancer Benefit**

Lump Sum Benefit: \$25,000 per diagnosis of Cancer

Lifetime Maximum Lump Sum Benefit: \$50,000

**Medical Cost Reimbursement Benefit** \$12,000 per diagnosis of Cancer

**Cancer Disability Benefit**

Non-Volunteer firefighter 75% of Monthly Salary or \$5,000 per Month, whichever is less

Benefit Waiting Period: 6 months from the date of the Total Disability

Maximum Benefit Period: 36 Months

**Class 2:**

**Cancer Benefit**

Lump Sum Benefit: \$25,000 per diagnosis of Cancer

Lifetime Maximum Lump Sum Benefit: \$50,000

**Medical Cost Reimbursement Benefit** \$12,000 per diagnosis of Cancer

**Cancer Disability Benefit**

Volunteer Firefighter \$1,500 per month

Benefit Waiting Period: 6 months from the date of the Total Disability

Maximum Benefit Period: 36 consecutive months

**4. Premium: 12 month self administered program**

5. Policy Effective Date: January 1, 2024

6. Policy Anniversary Date: January 1, 2025

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

*Timothy R Johnson*

\_\_\_\_\_  
Signed by Policyholder

Division Chief

\_\_\_\_\_  
Title

11-20-2023

\_\_\_\_\_  
Date

Office of State Fire Marshal  
Risk Management Division  
Administrating Party

Policyholder: Office of the State Fire Marshal  
Policy Number: NCDOI 0101012024

**Blanket Firefighter Cancer Policy**

This Policy is a legal contract between the Policyholder and the Company. The Company agrees to insure eligible persons against loss covered by this Policy subject to its provisions, limitations and exclusions. The persons eligible to be Insureds are all persons described in the Classification of Eligible Persons section of the Declarations.

This Policy is issued in consideration of the payment of the required premium when due.

This Policy begins on the Policy Effective Date shown in the Declarations and continues in effect until the Policy Termination Date as long as premiums are paid when due, unless otherwise terminated as further provided in this Policy. If this Policy is terminated, insurance ends on the date to which premiums have been paid. After the policy Termination Date shown in the Declarations, this policy may be renewed for additional periods of time by mutual written consent of the Company and the Policyholder at the premium rates set by the Company for the renewal period.

**Excess Coverage – Please see Limitations of Total Disability Benefit, Item 4.**

**Important Cancellation Information – Please Read the Termination Date Provisions of the Policy and Individual Effective and Termination Dates Sections Found on Page on 6.**

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

The Division Chief of Risk Management, Office of State Fire Marshal, witnesses this policy:

*Timothy R Johnson*

Division Chief

**THIS IS A LIMITED POLICY.  
IT PAYS BENEFITS ONLY FOR SPECIFIC LOSSES FROM CANCER.  
READ IT CAREFULLY.**

**TABLE OF CONTENTS**

Declarations... 3

Definitions... 5

Policy Effective and Termination Dates... 6

Individual Effective and Termination Dates... 6

Premium... 6

Benefits ... 7

    Lump Sum Cancer Benefit ... 7

    Medical Cost Reimbursement Benefit ... 7

    Total Disability Benefit... 7

Claims Provisions ... 9

General Provisions... 10

# DECLARATIONS

## 1. Identification of Policyholder:

**Policyholder:** Office of the State Fire Marshal

**Address:** 1202 Mail Service Center  
Raleigh, NC 27699-12

**Policy Number:** NCD0I 0101012024

## 2. Classification of Eligible Persons:

**Class 1:** All non-volunteer Eligible Firefighters

**Class 2:** All volunteer Eligible Firefighters

Any person who was simultaneously a member of more than one class at the time of diagnosis shall not be entitled to receive benefits from more than one such class but is entitled to the higher of the two classes.

## 3. Schedule of Benefits

### Class 1:

#### **Cancer Benefit**

Lump Sum Benefit: \$25,000 per diagnosis of Cancer

Lifetime Maximum Lump Sum Benefit: \$50,000

**Medical Cost Reimbursement Benefit** \$12,000 per diagnosis of Cancer

#### **Cancer Disability Benefit**

Non-Volunteer firefighter 75% of Monthly Salary or \$5,000 per Month, whichever is less

Benefit Waiting Period: 6 months from the date of the Total Disability

Maximum Benefit Period: 36 consecutive months

### Class 2:

#### **Cancer Benefit**

Lump Sum Benefit: \$25,000 per diagnosis of Cancer

Lifetime Maximum Lump Sum Benefit: \$50,000

**Medical Cost Reimbursement Benefit** \$12,000 per diagnosis of Cancer

**Cancer Disability Benefit**

Volunteer Firefighter

\$1,500 per month

Benefit Waiting Period:

6 months from the date of the Total Disability

Maximum Benefit Period:

36 consecutive months

**4. Premium: 12 month self administered program**

5. Policy Effective Date: 01-01-2024

6. Policy Anniversary Date: 01-01-2025

## DEFINITIONS

Any capitalized terms in the Policy, and any riders, amendments, or other attached papers are to be given the meanings as ascribed in this section or as later defined.

**Cancer** - means a malignant tumor characterized by the uncontrolled and abnormal growth and spread of malignant cells and invasion of normal tissue. This includes mesothelioma, testicular, intestinal, esophageal, multiple myeloma, leukemia, non-Hodgkin's lymphoma, malignant melanoma, brain, lung, prostate, colon, stomach, kidney, bladder, ovarian and breast Cancer.

**Eligible Firefighter** – means any person who has served in a North Carolina Fire Department for a minimum of five continuous years and meets all the following requirements:

1. Is a volunteer, employee, contractor, or member of a rated and certified Fire Department, or employee of a County Fire Marshal's Office whose sole duty is to act as fire marshal, deputy fire marshal, assistant fire marshal, or firefighter of the county.
2. Performs work or training connected with fire protection, fire prevention, fire control, fire education, fire inspection, fire investigation, rescue, Emergency Medical Services, special operations, or performs the statutory duties and responsibilities of the fire chief.
3. Performs work or training at the direction of the fire chief.
4. Is included on the certified roster submitted to the North Carolina State Firefighters' Association.

**Fire Department** – means any organization that is not a federal agency, including any public or government sponsored organization, that is located and based in North Carolina and provides rescue, fire suppression and related activities.

**Immediate Family Member** - Means a person who is related to the Insured in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), grandparent, brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).

**Insured** - means a person: (1) who is a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Declarations section; (2) for whom premium has been paid; and (3) while covered under this Policy.

**Physician** – means a duly licensed practitioner of the healing arts acting within the scope of his her licensed who is not: 1) the Insured; or 2) an Immediate Family Member.

## **POLICY EFFECTIVE AND TERMINATION DATES**

**Effective Date:** This Policy begins on the Policy Effective Date shown in the Declarations at 12:01 AM Standard Time at the address of the Policyholder where this Policy is delivered.

**Anniversary Date:** The Company will keep the policy in force for a term of 12 months and may chose to renew the policy at the anniversary date.

## **INDIVIDUAL EFFECTIVE AND TERMINATION DATES**

**Effective Date:** An Insured's coverage under this policy begins on the latest of: (1) the Policy Effective Date; (2) the date for which the first premium for the Insured's coverage is paid; or (3) the date the person becomes a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Declarations section of this Policy.

**Termination Date:** An Insured's coverage under this Policy ends on the earliest of: (1) the date this Policy is terminated; (2) the date the Insured ceases to be a member of any eligible class(es) of persons as described in the Classification of Eligible Persons section of the Declarations section of this Policy; or (3) the end of the period for which premium is paid.

Termination of coverage will not affect a claim for a covered loss that occurred while the Insured's coverage was in force under this Policy.

## **PREMIUM**

**Premiums.** The Office of State Fire Marshal shall begin administering the program and shall perform part of this duty by contracting with a third party administrator. The program is funded by Section 30.4.1(a) of Session Law 2023-151. Effective January 1, 2024.

I

NCDOI 01 Cancer 01-01-2024



## BENEFITS

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

### **Lump Sum Cancer Benefits**

If an Insured is diagnosed with Cancer after the Policy Effective Date, by a board-certified Physician in the medical specialty appropriate for the type of Cancer, the Company will pay the Lump Sum Cancer Benefits shown in the Schedule of Benefits of the Declarations section for that Cancer.

An Insured with a diagnosis of Cancer prior to the Policy Effective Date, is not eligible for a benefit for that previously diagnosed Cancer type but remains eligible for benefits upon diagnosis of any other Cancer type. An Insured is not eligible to receive benefits related to Cancer under Article 1 of Chapter 97 of the General Statutes, North Carolina Worker's Compensation Act.

### **Medical Cost Reimbursement Benefit**

The Company will pay up to the Medical Cost Reimbursement Benefit maximum amount shown in the Schedule of Benefits of the Declarations section as a direct result of, and from no other cause but diagnosis of Cancer, and the diagnosis of Cancer occurs while covered under the Policy. The diagnosis of Cancer must be made by a board-certified Physician in the medical specialty appropriate for the type of Cancer.

Covered medical costs include out-of-pocket medical expense, including deductibles, copayments or coinsurance costs.

### **Total Disability Benefits**

The Company will pay the Disability Benefit shown in the Schedule of Benefits of the Declarations section if the Insured is Totally Disabled as a direct result of, and from no other cause but diagnosis of Cancer, and the diagnosis of Cancer occurs while covered under this Policy. Total Disability Benefits will begin after diagnosis of a covered condition and the Insured provides satisfactory proof of Total Disability to the Company. The diagnosis of Cancer must be made by a board-certified Physician in the medical specialty appropriate for the type of Cancer

The Company requires continued proof of the Insured's Total Disability 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.

**Total Disability/Totally Disabled** means a disability caused by Cancer, that prevents an Insured from being able to perform the substantial and material duties under the class in which they filed a claim for benefits. The Insured does not have to be under the regular care and attendance of a Physician.

### **Limitations on Total Disability Benefit**

1. Any firefighter receiving Total Disability benefits may be required, at the Company's expense, to have his or her condition reevaluated to determine if that firefighter has regained the ability to perform the duties of a firefighter. If that reevaluation indicates that the firefighter has regained the ability to perform the duties of a firefighter, then the monthly disability benefits shall cease on the last day of the month the reevaluation was conducted.
2. If there is no reevaluation performed, but the firefighter's treating Physician determines that the firefighter is again able to perform the duties of a firefighter, then the Total Disability benefits shall cease on the last day of the month that the Physician made the determination.
3. If a Eligible Firefighter returns to work as a firefighter before exhaustion of the 36 months of Total Disability benefit an Eligible Firefighter may receive, and if there is a subsequent recurrence of Total Disability caused by Cancer that again precludes the firefighter from performing the duties of a firefighter, then the Eligible Firefighter shall be entitled to any remaining monthly disability benefits, not to exceed 36 months in total.
4. The monthly Total Disability benefit shall be subordinate to any other benefit paid from any source to the firefighter solely for a disability related to the Cancer diagnosis, so long as that source is not private insurance purchased solely by the firefighter. Total Disability benefits under this section shall be limited to the difference between the benefit amount paid by the other source and the amounts specified under this section

## CLAIM PROVISIONS

**Notice of Claim.** Written notice of claim must be given to the Company within 30 days after an Insured's loss. Failure to give notice within such time will neither invalidate nor reduce any claim if it is shown that it was not reasonably possible to give such notice and that notice was given as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant, claimant's representative or estate to the Company at Risk Management Division- 1202 Mail Service Center Raleigh, NC 27699-1202 with information sufficient to identify the Insured, is deemed notice to the Company.

**Claim Forms.** The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in this Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured's name, the Policyholder's name and the Policy number.

**Proof of Loss.** Written proof of loss must be furnished to the Company within 180 days after the date of the loss. If the loss is one for which this Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the Company may reasonably require. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

**Payment of Claims.** Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the Insured suffering the loss. If an Insured dies before all payments due have been made, the amount still payable will be paid, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee, who, in the Company's opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment the Company makes in good faith fully discharges the Company's liability to the extent of the payment made.

**Time of Payment of Claims.** Benefits payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid immediately upon the Company's receipt of due written proof of the loss. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

## GENERAL PROVISIONS

**Entire Contract; Changes.** This Policy and any attached papers make up the entire contract between the Policyholder and the Company.

No change in this Policy will be valid until approved by an officer of the Company. The approval must be noted on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

**Incontestability.** The validity of this Policy will not be contested after it has been in force for two year(s) from the Policy Effective Date, except as to nonpayment of premiums.

**Physical Examination and Autopsy.** The Company at its own expense has the right and opportunity to examine the person of any individual whose loss is the basis of claim under this Policy when and as often as it may reasonably require during the pendency of the claim and to make an autopsy in case of death where it is not forbidden by law.

**Legal Actions.** No action at law or in equity may be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such claim or action may be brought after 2 years following the time the claimant was diagnosed with qualifying Cancer.

**Noncompliance with Policy Requirements.** Any express waiver by the Company of any requirements of this Policy will not constitute a continuing waiver of such requirements. Any failure by the Company to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

**Conformity With State Statutes.** Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which this Policy is delivered is hereby amended to conform to the minimum requirements of those statutes.

**Workers' Compensation.** This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

**Clerical Error.** Clerical error, whether by the Policyholder or the Company, will not void the insurance of any Insured if that insurance would otherwise have been in effect nor extend the insurance of any Insured if that insurance would otherwise have ended or been reduced as provided in this Policy.

**Records.** The Company has the right to inspect at any reasonable time, any records of the Policyholder that may have a bearing on this insurance.

**Assignment.** This Policy is non-assignable.

## **FIDUCIARY NOTICE**

UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, PRINCIPAL, AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP HEALTH OR LIFE INSURANCE OR GROUP HEALTH PLAN PREMIUMS, SHALL: (1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP HEALTH OR LIFE INSURANCE, HOSPITAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSONS INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT, AND (2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY A WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. THIS WRITTEN NOTICE MUST ALSO CONTAIN A NOTICE TO ALL PERSONS COVERED BY THE GROUP POLICY OF THEIR RIGHTS TO HEALTH INSURANCE CONVERSION POLICIES UNDER ARTICLE 53 OF CHAPTER 58 OF THE GENERAL STATUTES AND THEIR RIGHTS TO PURCHASE INDIVIDUAL POLICIES UNDER THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT AND UNDER ARTICLE 68 OF CHAPTER 58 OF THE GENERAL STATUTES. VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

Office of State Fire Marshal  
Risk Management Division  
Administrating Party

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ENDORSEMENT #1**

This endorsement, effective 12:01 A.M. January 1, 2024 forms a part of Policy No. NCDOI 0101012024 issued to Office of the State Fire Marshal

**ECONOMIC SANCTIONS ENDORSEMENT**

*This endorsement modifies insurance provided under the following:*

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

*Timothy R Johnson*

---

Division Chief

**NOTICE CONCERNING COVERAGE  
LIMITATIONS AND EXCLUSIONS UNDER THE NORTH  
CAROLINA LIFE AND HEALTH INSURANCE GUARANTY**

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies and Health Maintenance Organizations (HMOs) licensed in this state to write these types of insurance are members of the North Carolina Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer or HMO becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member companies for the money to pay the claims of the insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted *in the box* below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The North Carolina Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in North Carolina. You should not rely on coverage by the North Carolina Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance company or an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

The North Carolina Life and Health Insurance Guaranty Association  
Post Office Box 10218  
Raleigh, North Carolina 27605-0218

North Carolina Department of Insurance, Consumer Services Division  
1201 Mail Service Center  
Raleigh, North Carolina 27699-1201

The state law that provides for this safety-net coverage is called the North Carolina Life and Health Insurance Guaranty Association Act. *On the following page* is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association.

## **COVERAGE**

Generally, individuals will be protected by the life and health insurance guaranty association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer or HMO. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

## **EXCLUSIONS FROM COVERAGE**

However, persons holding such policies are not protected by this association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy was issued by a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.
- They acquired rights to receive payments through a structured settlement factoring transaction.

The association also does not provide coverage for:

- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed the average rate specified in the law;
- Dividends;
- Experience or other credits given in connection with the administration of a policy by a group contractholder;
- Employers' plans to the extent they are self-funded (this is not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals), unless they fund a government lottery or a benefit plan of an employer, association or union, except that unallocated annuities issued to employee benefit plans protected by the Federal Pension Benefit Guaranty Corporation are not covered.
- A policy or contract commonly known as Medicare Part C, Medicare Part D, Medicaid or any regulations issued pursuant thereto.

## **LIMITS ON AMOUNT OF COVERAGE**

The act also limits the amount the association is obligated to pay out as follows:

- (1) The guaranty association cannot pay out more than the insurance company would owe under the policy or contract.
- (2) Except as provided in (3) (4) and (5) below, the guaranty association will pay a maximum of \$300,000 per individual, per insolvency, no matter how many policies or types of policies issued by the insolvent company.
- (3) The guaranty association will pay a maximum of \$500,000 with respect to a health benefit plan.
- (4) The guaranty association will pay a maximum of \$1,000,000 with respect to the payee of a structured settlement annuity.
- (5) The guaranty association will pay a maximum of \$5,000,000 to any one unallocated annuity contract holder.



**IMPORTANT NOTICE TO OUR CUSTOMERS  
REGARDING THE  
OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")**

---

Your rights as a policyholder and payments to you, any insured, additional insured, loss payee, mortgagee, or claimant, for loss under this policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL ("OFAC").

The United States imposes economic sanctions against countries, groups and individuals, such as terrorists and narcotics traffickers. These sanctions prohibit US persons from dealing with these sanctioned parties. The purpose of this notice is to inform you that we cannot violate US sanctions by engaging with sanctioned countries or people.

**WHAT IS OFAC?**

OFAC is an office of the Department of the Treasury and acts under presidential wartime and national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers
- Proliferators of Weapons of Mass Destruction

**PROHIBITED ACTIVITY**

- OFAC enforces certain embargoes and sanctions against designated countries. No U.S. business or person may enter into transactions involving designated "sanctioned" countries.
- OFAC publishes on its website a list known as the "Specially Designated Nationals and Blocked Persons" ("SDNBP") list. No U.S. business or person may enter into transactions involving any person or entity named on the SDNBP list.

Additional information about OFAC Sanctions Programs and Countries can be found at:

<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

**OBLIGATIONS PLACED ON US BY OFAC**

If we determine that you or any insured, additional insured, loss payee, mortgagee, or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations, we must block or "freeze" property and payment of any funds transfers or transactions.

**POTENTIAL ACTIONS BY US**

1. We shall not be deemed to provide cover when it would violate any applicable sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America. You will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
2. We will not pay a claim or provide any benefit to the extent that such cover, payment of such claim or provision of such benefit would violate any trade or economic sanctions, laws or regulations of the United States of America and we will not defend or provide any other benefits under your policy to individuals, entities or companies to the extent that it would violate any trade or economic sanctions, laws or regulations of the United States of America.

**YOUR RIGHTS AS A POLICYHOLDER**

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an "APPLICATION FOR THE RELEASE OF BLOCKED FUNDS" and apply for a specific license to request their release. Forms are available for download at the OFAC website. See

<https://www.treasury.gov/resource-center/sanctions/Pages/forms-index.aspx>

**Edition Date: 5/2016**

## **NOTICE OF AVAILABILITY OF HIPAA NOTICE OF PRIVACY PRACTICES**

**THIS NOTICE IS PROVIDED TO YOU FOR INFORMATIONAL PURPOSES ONLY. YOU ARE NOT REQUIRED TO CALL OR TAKE ANY ACTION IN RESPONSE TO THIS NOTICE.**

The Notice applies to the insurance products that provide payment for the cost of medical care as issued by the following companies (the “Company”):

Office of State Fire Marshal  
Risk Management Division  
Administrating Party

In accordance with the HIPAA (Health Insurance Portability and Accountability Act of 1996) Privacy Rule, we are required to notify you of the availability of our HIPAA Notice of Privacy Practices.

If you would like to receive a paper copy of the HIPAA Notice of Privacy Practices, please contact us at:

<i><b>HIPAA Privacy Officer</b></i> 1202 Mail Service Center Raleigh, NC 27699-1202 timothy.johnson@ncdoi.gov	
<b>Phone Numbers:</b>	
North Carolina Department of Insurance Office of State Fire Marshal Risk Management Division Administrating Party	1-919-647-0059

# FACTS

## Why?

## What?

## How?

### WHAT DOES THE OFFICE OF STATE FIRE MARSHAL DO WITH YOUR PERSONAL INFORMATION?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal 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.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Medical Information
- Income and Credit History
- Payment History and Employment Information

When you are *no longer* our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons AIG chooses to share; and whether you can limit this sharing.

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

## Questions?

Office of State Fire Marshal: Call 919-647-0059 or E-Mail: [timothy.johnson@ncdoi.gov](mailto:timothy.johnson@ncdoi.gov)



