



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND
FIREFIGHTER CANCER BENEFITS CERTIFICATE OF COVERAGE

Policy Number: State Agency Firefighter Cancer Benefits payable under section 112.1816(2), F.S.
Certificate of Coverage

Name Insured:

State Agency Firefighter Cancer Benefits payable under s. 112.1816(2), Florida Statutes, and any rules promulgated thereunder.

Inception Date:

Expiration Date:



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
FIREFIGHTER CANCER BENEFITS CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided State Agency Firefighter Cancer Benefits payable under s. 112.1816(2), Florida Statutes. Coverage shall be effective on the inception date at 12:01 a.m. eastern standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. Coverage

Firefighter Cancer Benefits

To pay promptly when due any benefits payable under section 112.1816(2), Florida Statutes, and any rules promulgated thereunder.

manner exhibiting wanton and willful disregard of human rights, safety, or property.

VI. Conditions:

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, volunteers, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Insured's Duties in the Event of Injury, Claim, or Suit

1) Notice of Injury

When diagnosis of one of the enumerated cancers occurs, notice shall be given immediately, in accordance with current reporting procedures by the claimant to the Agency. Such notice shall contain sufficient to identify the insured, along with reasonably obtainable information respecting the cancer type and date of diagnosis. Such notice is to be directed to the Division of Risk Management, Bureau of State Employees' Workers' Compensation Claims, P.O. Box 8020, Tallahassee, Florida 32314-8020 in accordance with current reporting procedures.

2) Notice of Claim or Suit

If claim is made or suit or other proceedings is brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by it or its representative.

3) Assistance and Cooperation of the Insured

The insured shall cooperate with the Fund, and at its request, shall attend hearings and trials, assist in effecting settlements, secure and give evidence, obtaining the attendance of witnesses. The insured shall not, except at its own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for such immediate medical and other services at the time of or after diagnosis as are required by the Firefighter Cancer Benefits Law.

4) Statutory Provisions

The Fund shall be directly and primarily liable to any person entitled to the benefits of the Firefighter Cancer Benefits Law under this certificate. The obligations of the Fund may be enforced by such person, or for his benefit, by any agency authorized by law, whether against the Fund alone or jointly with the insured. As between the employee and the Fund, notice or knowledge of the diagnosis on the part of the insured shall be notice or knowledge, as the case may be, on

II. Defense, Settlement, Supplementary Payments

As respects the insurance afforded by the other terms of this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all expenses incurred by the Fund, all costs taxed against the insured in any such proceeding or suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court such part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (c) pay amounts incurred under this insuring certificate, except settlements of claims and suits, in addition to the amounts payable under the Coverage defined above.

III. Definitions

Firefighter Cancer Benefits – those benefits enumerated under s. 112.1816(2), Florida Statutes, and any rules promulgated thereunder, as they relate to firefighters diagnosed with certain cancers.

IV. Applications of Coverage

This certificate applies only to cancer diagnosis as such is defined in Chapter 112.1816(2), Florida Statutes, which occurs during the coverage period.

V. Exclusions

This certificate does not apply:

- (a) to any claim or judgment for punitive damages;
- (b) to any claim for interest for the period prior to judgment;
- (c) to that portion of a claim or judgment which is in excess of the statutory limits of liability;
- (d) to liability assumed by the insured or any third party pursuant to any contract or agreement in writing;
- (e) to any obligation for which the named insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits laws, or under any similar law;
- (f) to any action by officers, employees, agents, or volunteers as defined in Chapter 110, Part V, Florida Statutes, committed in bad faith, or with malicious purpose or in a



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

the part of the Fund. The Fund shall, in all things, be bound by and subject to the findings, judgments, awards, decrees, orders or decisions rendered against the insured in the form and manner provided by law and within the terms, limitations, and provisions of this certificate not inconsistent with existing law.

All of the provisions of the Firefighter Cancer Benefits Law shall be and remain a part of this coverage as fully and completely as if written herein insofar as coverage applies to compensation and other benefits provided by this certificate and in respect to special taxes, payments into security or other special funds, and assessments required of or levied against compensation insurance carriers under the Firefighter Cancer Benefits Law.

5) Subrogation

In the event of any payment under this certificate, the Fund shall be subrogated to all rights of recovery therefor of the insured and any person entitled to the benefits of this coverage against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

6) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Chief Financial Officer to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

7) Terms of Coverage Conformed to Statute

Terms of this certificate which are in conflict with the provisions of the Firefighter Cancer Benefits Law, or Section 768.28, Florida Statutes, are hereby amended to conform to such laws.

8) Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.