

**ORANGEVILLE TOWNSHIP BOARD MEETING
AGENDA**

**June 3, 2025 at 7:00 p.m.
7350 Lindsey Rd., Plainwell, MI 49080**

Call to Order

Pledge of Allegiance

Approval of Agenda

Minutes of May 13, 2025

Treasurer's Report:

Paying of the bills

Correspondence:

Department Reports:

Fire Dept. - Chief Matt Ribble

District 6 County Commissioner, Marsha Bassett

Martin Township Library Report

Barry County Planning & Zoning Monthly Inspection Report

Public Comments; Limited to five minutes per speaker.

Old Business: Fire Department Pension/Deputies Pension

New Business: Agenda Form Request

Barry County Register of Deeds, Laredo Agreement – Municipality

BHS Commercial Insurance Proposal

IT Contract

Procedure Policy for Investing Township Money

Board Member Comments

Adjourn...

Next Regular Meeting: July 1, 2025 at 7:00 pm

Americans with Disabilities Act; stating that if those with disabilities notify the clerk within 10 days prior to the meeting, accommodations will be furnished to satisfy such disabilities and allow meaningful attendance. Individuals with Disabilities requiring auxiliary aids or services should contact the clerk; Mel Risner at 7350 Lindsey Rd., Plainwell, MI 49080 or phone number 269-664-4522.

DRAFT
ORANGEVILLE TOWNSHIP BOARD MEETING MINUTES
MAY 13, 2025

Meeting called to order 7pm All board members present, Fire Chief Ribble, Commissioner Basset (arrived late), and 9 guests

Pledge of Allegiance

Motion Clerk Risner to approve the agenda as presented. Second Treasurer Ritchie, all ayes, motion carried.

Motion Treasurer Ritchie to approve the April 1, 2025 board meeting minutes. Second Trustee Risner, all ayes, motion carried.

Treasurer's Report:

April Receipts \$62,770.46

April Disbursements \$61,333.97

April Balance \$586,993.24

Report on file

Motion Treasurer Ritchie to pay \$29,135.84 and any other bills forthcoming in the month of May. Second Clerk Risner, all ayes, motion carried.

Correspondence: Report on File

Motion Clerk Risner to change August board meeting date of August 5th to August 12th due to election. Second Treasurer Ritchie, all ayes, motion carried.

Fire Dept Report: Postpone Daniel Armentrout official hiring until background check is completed. Supervisor Conner to check into IChat for background checks.

Report on file

Commissioner's Report

Public Comment:

Linda Ribble

Vicki Ritchie

Jodi Patrick

Old Business:

Motion Clerk Risner to approve bid for garage door opener for the fire dept. in the amount of \$2100 from Zylstra Door. Second Treasurer Ritchie, all ayes, motion carried.

Jodi Patrick updated board on Mini Grant Application from Barry County Parks & Recreation Commission. If awarded, it is a reimbursable grant with a 25% township required copay.

Motion Clerk Risner to table to June board meeting the Life Insurance Policy Pension for Fire Dept. Supervisor Conner to obtain further information. Second Treasurer Ritchie, all ayes, motion carried.

New Business:

Motion Supervisor Conner to accept the bid from Petro Plumbing in the amount of \$4000 to purchase a new water heater for fire dept. Second Clerk Risner, all ayes, motion carried.

Motion Clerk Risner to authorize Fire Chief Ribble to sell the 1997 fire truck with sealed bids with a minimum bid of \$5000, if not sold board to scrap it or donate it. Second Treasurer Ritchie, all ayes, motion carried.

Motion Clerk Risner to amend fire dept budget line-item salary amount to \$12,146 to reflect correction in wages paid. Second Treasurer Ritchie, all ayes, motion carried.

Motion Supervisor Conner for board members to approve and sign Principles of Township Governance Excellence form. Second Clerk Risner, all ayes, motion carried.

Motion Clerk Risner to approve a rental fee increase to \$120 effective January 1, 2026 on the Community Hall Rental Agreement and policy. Waive rental fee for Orangeville Community Outreach, Orangeville Fire Fighters Association, Orangeville Day as these non-profits are specific benefit to all Orangeville township residents. To add the additional wording to the agreement form; Rental fee is \$100, deposit is \$75. Effective January 1, 2026 rental fee is \$120. No fee is charged for memorial/funeral luncheon if deceased is a current township resident. No fee is charged for governmental agencies requesting use of the hall. Second Treasurer Ritchie, all ayes, motion carried.

Board Comments

Motion Trustee Risner to adjourn. Second Clerk Risner, meeting adjourned 8:33 pm

Mel Risner/Clerk

Unapproved Minutes

CLERK CORRESPONDENCE June 3, 2025

- **Steensma installation of the generator completed**
- **Dan's Tree Service cleaned up fallen limb in Brown Cemetery and a fallen tree in Oak Hill Cemetery**
- **Submitted reimbursement for May election in the amount of \$2250.71**

And we will be needing to amend the election budget amounts once the August election is done.

- **Received some complaints regarding the transfer station drive. People are starting to drive on the grass. Spoke with Gunnett Excavating about cost to grade the drive, he will be preparing some suggested options. Said just grading would only work temporarily.**
- **We have an issue at the cemetery where headstones have been placed on someone else's lot. From what I've been able to locate in records, Darlene Harper did not record the split lot in the lot portion of the records but did record the split lot under the alphabetical listing of owner records. We have no burial transit record for the two headstones, and I'm attempting to contact the person who may be responsible with information I've gotten from the funeral home. I do know the individuals were cremated, so at this point I'm unsure if the family has interred them themselves. Sexton is reviewing his records to see if someone other than the last name on the headstones ordered them poured or if they have done it themselves.**

Martin Township Library Report for Township Meeting – June 2025

- **1st Monday Book Club** will discuss “Long Time Gone” by Charlie Donlea on Monday, June 2nd at 5:30pm.
- **4th Monday Book Club** will discuss “Summer Sisters” by Judy Blume on Monday, June 23rd at 1:00pm.
- **Summer Reading Program**
 - Kickoff on Saturday, June 14th.
- **Youth Services –**
 - Toddler Time and After School Story Hour have both started to see slightly higher numbers for the past few weeks. Both programs are ending this week for the summer. Both will resume in September.
- **Adult Services –**
 - We hosted a plant swap in May with 7 adults who brought plants to swap. We would like to host this again maybe in late summer or early fall.
- **Teen Services:**
 - Our Teen Summer Reading Program is beginning in June, where we will have bi-weekly teen programs.
- **Book Sale Room:**
 - Audio books currently on sale for \$0.25 cents.
- **Misc:**
 - Library board will be presenting their 2025-26 budget proposal at the township’s budget meeting on Wednesday, May 28th.
 - Friends of the Library’s Bake Sale raised approximately \$450 in sales during the Memorial Day parade and ceremony.
- **NEXT LIBRARY BOARD MEETING:** June 24th at 5:00pm

BARRY COUNTY

PLANNING & ZONING DEPARTMENT

**220 W. STATE ST., ROOM 6, HASTINGS, MI 49058
PH. (269) 945-1290 FAX (269) 948-4820**



MONTHLY INSPECTION REPORT

May 27, 2025

Orangeville Township Supervisor Vivian Conner
7350 Lindsey Rd.
Plainwell, MI 49080-8200

Re: May 2025 Inspections

Vivian Conner,

This month's inspections and follow-up checks in Orangeville Township resulted in the attached open complaints.

Please advise if you have other issues in your Township. I am typically not in the office Fridays.

Sincerely,

Chris Mennell
Enforcement Officer

cmennell@barrycounty.org

Open Complaints By Township

26

5/27/2025

Complaint No	Township	Owners Last Name	Owners First Name	Address	Complaint Type	Date Opened	Notes	Date for Recheck	Status
17-126	Orangeville	Polley	Ronda	8406 Pine Lake Rd. Delton, MI 49046	SECTION 210/211 - Inoperable Vehicles/Junk	6/1/2017	8/4/2022 Significant Improvement.	1/12/2023	<input type="checkbox"/>
17-288	Orangeville	Morris	Charles J.	11822 W. 9 Mile Rd. Shelbyville, MI 49344	SECTION 210/211 - Inoperable Vehicles/Junk	12/14/2017	12/13/22 Inspection - Noticeable Improvement.	1/12/2023	<input type="checkbox"/>
18-110	Orangeville	Pennepacker	Judy	6868 Marsh Rd. Plainwell, MI 49080	SECTION 211 - Junk/Junkyard	6/15/2018	5/11/23 citation #0612 still not paid.	6/12/2023	<input type="checkbox"/>
19-202	Orangeville	Null	William	12910 W. 9 Mile Rd. Shelbyville, MI 49344	SECTION 501e - Accessory building & Structures	10/25/2019		1/12/2023	<input type="checkbox"/>
20-003	Orangeville	Ribbie	Donald L. & Donna J.	11569 Winchester Dr. Shelbyville, MI 49344	SECTION 511 - Dwellings	1/2/2020		1/12/2023	<input type="checkbox"/>
21-129	Orangeville	Harville	Doris & Elizabeth	11914 Saddler Rd. Plainwell, MI 49080	210/211 - Junk/Inoperable Vehicles	7/13/2021	1/13/2023 issued citation #0614	2/13/2023	<input type="checkbox"/>
22-019	Orangeville	Noorman	Richard S. & Chad W.	12024 W. 9 Mile Rd. Shelbyville, MI 49344	211 - Junk/Junkyard	2/24/2022	12/13/22 property was improved.	1/12/2023	<input type="checkbox"/>
22-093	Orangeville	Krick	Lucas	6825 Dennison Rd. Plainwell, MI 49080	210/211 - Junk/Inoperable Vehicles	6/7/2022	12/13/22 property improved	1/12/2023	<input type="checkbox"/>
22-100	Orangeville	Ritsena	Ryan	4416 Trails End Rd. Middleville, MI 49333	207 - Family/Transient (Ordinance #A-1-2015)	7/1/2022	1/23/23 Citation was dismissed by court based on Senate HB 4722 and not renting at this time.	4/1/2023	<input type="checkbox"/>
22-101	Orangeville	Vaughn	Dee, Enterprises LLC	4440 Trails End Rd. Middleville, MI 49333	207 - Family/Transient (Ordinance #A-1-2015)	7/1/2022	9/13/2022 Unable to confirm if still taking reservations	8/5/2022	<input type="checkbox"/>
22-102	Orangeville	Zepeda	Leidy	4246 Trails End Rd. Middleville, MI 49333	207 - Family/Transient (Ordinance #A-1-2015)	7/1/2022	9/13/2022 issued citation 0599.	8/5/2022	<input type="checkbox"/>
22-103	Orangeville	Zepeda	Leidy	4235 Trails End Rd. Middleville, MI 49333	207 - Family/Transient (Ordinance #A-1-2015)	7/1/2022	9/13/2022 issued citation 0599.	8/5/2022	<input type="checkbox"/>
22-104	Orangeville	Bailey	Sally	4486 Trails End Rd. Middleville, MI 49333	207 - Family/Transient (Ordinance #A-1-2015)	7/1/2022	9/13/2022 Unable to confirm if still taking reservations	8/5/2022	<input type="checkbox"/>
22-105	Orangeville	Hermitage	Point LLC	3998 Hermitage Point Rd. Middleville, MI 49333	207 - Family/Transient (Ordinance #A-1-2015)	7/1/2022	9/13/2022 Unable to confirm if still taking reservations	8/5/2022	<input type="checkbox"/>
22-128	Orangeville	Elkins	Matthew R. & Dolly M.	VI. Marsh Rd (between 6009 & 6029)	2319 - Contractors Lot	8/5/2022	12/13/22 no additional dumping	1/12/2023	<input type="checkbox"/>
22-203	Orangeville	Moon	Lisa C. & Brittany L.	8750 Marsh Rd. Plainwell, MI 49080	210/211 - Junk/Inoperable Vehicles	12/13/2022	Several vehicles and junk	1/16/2023	<input type="checkbox"/>
23-072	Orangeville	Graham	Amy	12579 Blue Lagoon, Shelbyville, MI 49344	207 - Family/Transient (Ordinance #A-1-2015)	5/11/2023	AirBnB		<input type="checkbox"/>
23-100	Orangeville	Martin	Rick	4810 Torsten Dr. Shelbyville, MI 49344	511 - Dwellings (Living in RV)	11/7/2023			<input type="checkbox"/>
23-134	Orangeville	Blank	Brian	9002 Marsh Rd. Plainwell, MI 49080	211 - Junk/Junkyard	8/2/2023			<input type="checkbox"/>

Complaint No	Township	Owners Last Name	Owners First Name	Address	Complaint Type	Date Opened	Notes	Date for Recheck	Status
24-016	Orangeville	Rowe	Harold	5194 Lindsey Rd. Delton, MI. 49046	211 - Junk/Junkyard	2/13/2024	Neighbor called to complain again.	3/14/2024	<input type="checkbox"/>
24-028	Orangeville	Bourdo	Jerry & Ashley	Lindsey Rd. (Next to Twp. Hall)	210/211 - Junk/Inoperable Vehicles	3/19/2024	Logging, Junk, Junk vehicles, Burning Refuse.		<input type="checkbox"/>
24-032	Orangeville	Vaughn	Cynthia K.	11875 Marsh Rd. Shelbyville, MI. 49344	501d - Accessory Building as residence	3/28/2024	Permit is for "Cold Storage Use Only"	4/15/2024	<input type="checkbox"/>
24-051	Orangeville	Ribble	Donald & Donna	11575 Winchester Dr. Shelbyville, MI.	210/211 - Junk/Inoperable Vehicles	6/4/2024	Possibly Living in Pole Barn		<input type="checkbox"/>
24-059	Orangeville	Wolcott	Suzanne	12682 Marsh Rd. Shelbyville, MI. 49344	a-1-2015	6/24/2024	Short Term Rental		<input type="checkbox"/>
24-097	Orangeville	Bigelow	Jesse	VL on Lewis Rd.	537 - Temporary Dwellings and Uses	11/13/2024	Driveway is off Lindsey Rd. Camper is back from Lindsey Rd. side near driveway.	12/12/2024	<input type="checkbox"/>
24-104	Orangeville	Elkins	Kenneth W. & Sandi	6065 Marsh Rd. Shelbyville, MI. 49344	3002 - Land Use	12/4/2024		1/2/2025	<input type="checkbox"/>

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: June 3 2025

DEPARTMENT: Township Board/Fire Dept

PREPARED BY: Clerk Risner

SUBJECT: Fire Dept Pension/Deputies Pension 401 (a) Plan

SPECIFIC ACTION(S) REQUESTED: Approve Resolution 062025-1

DESCRIPTION OF ACTION: Create two classes of 401 (a) pension plans. Class 1; Township board members, deputy clerk, deputy treasurer. Class 2: Firefighters. Approve change in how township board pension is calculated and add deputy clerk and deputy treasurer to board pension plan. Current plan for board is calculated at 7.5% on projected annual wages for the salary schedule with 100% vested immediately. New change would use same 7.5% and 100% vested immediately but, would use actual wages in calculations and would balance accounts using this method. Also, new plan would use a straight percentage formula for both classes. Creation of Class 2: Firefighters would be calculated at 5% of actual wages with 100% vested at 1 year of service.

This change would be made retroactive effective 4/1/2025.

Additionally, there is an annual \$30/participant fee attached to these pensions.

Class 1 Current Plan Cost: \$6288

Additional Estimated Class 1: \$542 plus \$60 for 2 additional participants

Class 2 Estimated Cost: Payroll of \$45,526 @ 5% = \$2276 plus \$750 for 25 additional participants

Total Estimated Annual Cost of both plans: \$9916

TIME FRAME OF ACTION: Effective 04/01/2025

FUNDING REQUIRED: YES X NO _____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) Local
2. IF LOCAL, SPECIFY FUND: General Fund
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, Etc.) _____
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS _____

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION:

CONTACT PERSON WITH PHONE NUMBER: Clerk Risner 269 664-4522

MEETING OF THE BOARD OF TRUSTEES OF
ORANGEVILLE TOWNSHIP
GROUP PENSION PLAN
RESOLUTION 062025-1

A meeting of the Board of Trustees of ORANGEVILLE TOWNSHIP, organized and existing under and by virtue of the laws of the State of MICHIGAN was held on the June 3, 2025.

Those present at the meeting were the following Trustees of the Organization:

The Chair announced that the first order of business was the consideration by the Board of an amendment to the organization's existing 401 (a) Plan. After an explanation of the terms of the proposed change, a motion was made, seconded and it was:

RESOLVED, the organization adopt the following amendment:

Change Eligibility To:

Class 1: Township Board Members, Deputy Clerk and Deputy Treasurer

Class 2: Firefighters

Change Contribution Formula To:

Class 1: Employer 7.5%

Class 2: Employer 5%

Change Vesting To:

Class 1: 100% immediate

Class 2: 100% after 1 year of service

FURTHER RESOLVED, that the amendment above be effective 04/01/2025.

A motion was duly made by _____, seconded by _____ and adopted.

Township Clerk and/or Plan Sponsor

Date

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: May 13, 2025

DEPARTMENT: Township Board

PREPARED BY: Clerk Risner

SUBJECT: Agenda Request Form

SPECIFIC ACTION(S) REQUESTED: Approve change to agenda request form

DESCRIPTION OF ACTION: Simplify agenda request form

TIME FRAME OF ACTION: Effective immediately

FUNDING REQUIRED: YES _____ NO X _____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) Local
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, Etc.) _____
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS _____

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION:

CONTACT PERSON WITH PHONE NUMBER: Clerk Risner 269 664-4522

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF:

DEPARTMENT:

PREPARED BY:

SUBJECT:

SPECIFIC ACTION(S) REQUESTED: Approve

DESCRIPTION OF ACTION:

TIME FRAME OF ACTION: Effective

FUNDING REQUIRED: YES _____ NO _____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) Local
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, Etc.) _____
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS _____

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL:

ANY OTHER PERTINENT INFORMATION:

CONTACT PERSON WITH PHONE NUMBER:

AGENDA REQUEST MEETING DATE:

Requestor/Contact Person:

Budget Line Item (if applicable):

REQUEST DETAILS:

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: June 3, 2025

DEPARTMENT: Assessor

PREPARED BY: Vivian Conner

SUBJECT: Laredo Agreement

SPECIFIC ACTION(S) REQUESTED: Approve Laredo Agreement between Orangeville Township Assessor and the Barry County Register of Deeds, regarding Use of On-line Access to Real Estate Records, and authorize the Assessor and Supervisor to sign.

DESCRIPTION OF ACTION: Approve

TIME FRAME OF ACTION: Immediate

FUNDING REQUIRED: YES _____ NO X _____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) _____
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) _____
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: _____

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION:

CONTACT PERSON WITH PHONE NUMBER: Vivian Conner, 269-838-8740

Barry County Register of Deeds

Emily Reed, Register of Deeds

220 W. State St., Room 102 | Hastings, MI 49058

Office: 269-945-1289 | Email: ereed@barrycounty.org

LAREDO AGREEMENT - MUNICIPALITY

Regarding Use of On-line Access to Real Estate Records

This Intergovernmental Agreement is made this _____ day of _____, 2025, pursuant to MCL 124.1 *et seq.*, and MCL 15.441 *et seq.*, by and between Barry County, on behalf of the Barry County Register of Deeds, and the Municipality of ORANGEVILLE TWP ("the Municipality"), and it is hereby agreed:

1. The Barry County Register of Deeds is the County Officer charged with the responsibility of recording, indexing and maintaining land records for the public review, reproduction and inspection under MCL 53.94 and MCL 600.2567.
2. The Barry County Register of Deeds is responsible pursuant to MCL 211.41a to furnish the Township Supervisor a statement giving the names of the parties to the instrument recorded, a description of the parcel(s), and the interest in land conveyed.
3. The Barry County Register of Deeds is responsible pursuant to MCL 211.27a (10) to notify the Township's assessing officer of any recorded deeds, land contracts, and conveyances by and to trusts.
4. In lieu of providing the MCL 211.41a statement and charging the statutory fee for MCL 211.27a (10) records, the Barry County Register of Deeds agrees to provide the Municipality with direct online access to land records in the Register of Deeds' office, without charge, for the sole purpose of the Municipality's compliance with statutory duties. The Municipality's implementation of online access, including logins and passwords, shall be coordinated with the Barry County Register of Deeds.
5. The Municipality agrees, in light of obtaining the land records at less than the statutory fee of \$1.00 per page, and in lieu of a statement of recorded conveyances, that none of the recorded documents, copies or images provided by the Barry County Register of Deeds Office and used by the Municipality or assessor shall be sold, distributed, downloaded or duplicated without the express written permission of the Barry County Register of Deeds. Nor shall any of the recorded documents be downloaded or stored in whole in a Geographic Information System and/or Imaging System.

6. The land records obtained by the Municipality through direct online access may contain a watermark indicating that they are not to be resold.
7. In no event shall the Municipality use the land records provided above to create or maintain a tract index or abstract of title.
8. If the Municipality provides copies of the recorded land records received from the Barry County Register of Deeds in response to a Freedom of Information Act request or otherwise, the Municipality will collect the statutory fee of \$1.00 per page for the records on behalf of the Barry County Register of Deeds, and shall promptly remit the statutory fees to the Barry County Register of Deeds. MCL 600.2567(1)(c)
9. This agreement is terminable by either party at any time with or without notice.

Register of Deeds

Municipality

Signed: _____

Printed: _____

Title: Supervisor/Manager

Date: _____

Signed: _____

Printed: Emily Reed

Title: Barry County Register of Deeds

Date: _____

Signed: _____

Printed: _____

Title: Assessor

Date: _____

AGENDA REQUEST FOR

PROPOSED FOR MEETING OF: June 3, 2025

DEPARTMENT: Township

PREPARED BY: Vivian Conner

SUBJECT: BHS Annual Insurance Renewals

SPECIFIC ACTION(S) REQUESTED: Approve renewal policies ~~for the township~~ Commercial, Fire Department AD&D Policy, Fire Department A&H Policy, and decide if we need to add Cyber Liability to our Commercial Policy.

DESCRIPTION OF ACTION: Approve the renewals and the expenditure

TIME FRAME OF ACTION: Immediate

FUNDING REQUIRED: YES X NO _____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) Local
2. IF LOCAL, SPECIFY FUND: 101-265-935.000, 101-336-935.000, and 101-751-935.000
3. AMOUNT REQUESTED: \$37,260 estimate with \$500,000 limit of liability
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) _____
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: _____

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: New & Renewal

ANY OTHER PERTINENT INFORMATION: A budget amendment will be made in the future.

CONTACT PERSON WITH PHONE NUMBER: Vivian Conner, 269-838-8740

COMMERCIAL INSURANCE PROPOSAL

Orangeville Township
7350 Lindsey Road
Plainwell, MI 49080

For Policy Period – 6/1/2025 to 6/1/2026



BHS Insurance
Chris Arendshorst
2822 West Shore Dr.
Holland, MI 49424

THIS DOCUMENT SUMMARIZES YOUR INSURANCE. THIS IS NOT A CONTRACT. THE TERMS OF THE POLICY FORMS WILL CONTROL THE INSURANCE CONTRACT WITHOUT REGARD TO ANY STATEMENT MADE IN THIS SUMMARY.

SERVICE TEAM

Phone Number: 616-396-2000
Direct Line: 616-261-7354
Fax Number: 616-396-9591

Account Manager/Customer Service	Sharon Lenhart – 616-261-7354
Overall administration of program, policy amendments, invoicing & statements, claim reporting, etc.	Cell Phone: 616-848-6883 E-mail: slenhart@bhsins.com
Certificates of Insurance	E-mail: certificates@bhsins.com Phone: 616-531-1900 Fax: 616-574-3317
Claims Advocate: Worker's Compensation & General Liability	Christine Ensley – 616-261-7308 - Direct
Responsible for filing, follow-up and compliance of claim reporting	Phone: 616-531-1900 E-mail: censley@bhsins.com
Claims Advocate: All Claims <u>Except</u> Worker's Compensation & General Liability	Hope Bush – 616-261-7315 - Direct
Responsible for filing, follow-up and compliance of claim reporting	Phone: 616-531-1900 E-mail: hbush@bhsins.com
Account Executive/Team Leader	Chris Arendshorst – 616-510-2427 - Direct
Overall responsibility for account team, consultant, strategist, etc.	Cell Phone: 616-893-2314 E-mail: carendshorst@bhsins.com

NAMED INSUREDS

Named Insured	Interest	FEIN
Orangeville Township	First Named Insured	

LOCATION SCHEDULE

Loc #	Bldg #	Address
1	1	6912 BOULTER RD(FIRE HALL)
1	2	6912R BOULTER RD(GENERATOR BUILD)
2	1	7350 LINDSEY(TWP HALL/COMM CENTER)
2	2	7350 LINDSEY
3	1	LAND 200X300 - NO BUILDING USE
4	1	7100 LINDSEY PAVILION

COMMERCIAL PROPERTY

Issuing Company: U. S. Specialty Insurance Co.
Policy Number: [REDACTED]
Policy Term: 6/1/2025 - 6/1/2026

PROPERTY COVERAGE DETAIL

Loc #	Bldg #	Address	Building	Personal Property
1	1	6912 BOULTER RD(FIRE HALL)	\$1,594,257	\$21,308
1	2	6912R BOULTER RD(GENERATOR BUILD)	\$10,628	\$0
2	1	7350 LINDSEY(TWP HALL/COMM CENTER)	\$1,708,349	\$56,821
2	2	7350 LINDSEY	\$66,271	\$0
3	1	LAND 200X300 - NO BUILDING USE	\$3,702	\$0
4	1	7100 LINDSEY PAVILION	\$68,923	\$0

FORMS & ENDORSEMENTS

Total Building and Contents Limit	\$3,530,259
Coinsurance	N/A
Subject to:	\$1,000 Deductible
Blanket Basis	Included
Agreed Amount	Included
Building Valuation—per schedule on file with company	Replacement Cost
Special Form	Included
Accounts Receivable	\$250,000
Animal Mortality	\$10,000 any one occurrence
Business Income	\$500,000 any one occurrence
Extra Expense	\$500,000 any one occurrence
Debris Removal	25% of direct physical loss or damage to covered property
Electrical Utility Service Interruption	\$25,000 any one occurrence
Fire Department Service Charge	\$5,000 for your liability
Fire Equipment Recharge	\$5,000 for each separate 12 month period
Foundations of Machinery	\$250,000 any one occurrence
Golf Course Greens	\$100,000 any one occurrence
Inventory or Appraisal	\$10,000 any one claim
Newly Acquired or Constructed Prop – Bldg	\$1,000,000 for 180 days at each building
Newly Acquired or Constructed Prop – Contents	\$250,000 at each building
Outdoor Property – Specifically Listed Items	\$10,000 any one occurrence; Limited Perils
Outdoor Property – All Other Items	\$5,000 any one occurrence; Limited Perils
Personal Effects – Property of Others	\$1,000 for personal property of any one employee or volunteer
	\$50,000 any one occurrence
	\$15,000 any one occurrence for property of others
Property in Transit	\$50,000 any one occurrence
Property off Premises	\$100,000 any one occurrence
Underground Pipes, Flues or Drains	\$1,000,000
Valuable Papers & Records – Cost to Research	\$250,000 any one occurrence
Building Ordinance or Law	\$250,000 Undamaged Portion/or Demolition
	10% of reported values (Increased cost of construction)
Earthquake Coverage	\$1,000,000 subject to \$50,000 Deductible
Flood Coverage	\$100,000 subject to \$10,000 Deductible
(Any location in the following flood zones is excluded: Flood Zones A, AO, AH, A1 - A30, A99, V, V1-V30. Any area later designated by FEMA as a "special flood coverage area" at the time of a Covered Cause of Loss is also subject to this limitation. Any area removed by FEMA from a "special flood coverage area" designed at the time of a Covered Cause of Loss is not subject to this limitation.)	
Equipment & Mechanical Breakdown	Included
	Subject to: \$1,000 Deductible
	Law and Ordinance Limit \$250,000

EQUIPMENT FLOATER

Issuing Company: U. S. Specialty Insurance Co.

Policy Number: [REDACTED]

Policy Term: 6/1/2025 – 6/1/2026

COVERAGE DETAIL

Description	Value
Deductible	\$1,000
Valuation	Replacement Cost

UNSCHEDULED EQUIPMENT

Description	Amount of Ins
Miscellaneous Property & Equipment - Items over \$25,000 must be specifically scheduled.	\$50,000
Ancillary Equipment	\$75,000
Contractors Equipment Rented from others less than 90 days	\$35,000

SCHEDULED EQUIPMENT

Make	Model	Department	Limit of Insurance
PLAYGROUND EQUIP	AT TWP PARK	Parks and Recreation	\$22,000
OUTDOOR WARNING	SIREN	Fire	\$25,720
VETERANS MEMEORIAL	AT TWP HALL	General Administrative	\$29,000
MISC RADIOS/PAGERS		Fire	\$15,000

ELECTRONIC DATA PROCESSING

Issuing Company: U. S. Specialty Insurance Co.
Policy Number: M25MTP80730-06
Policy Term: 6/1/2025 – 6/1/2026

COVERAGE DETAIL

Coverage A – Electronic Data Processing Property	Blanket Limit	Deductible
System Breakdown Coverage	Included	\$1,000
Loss of Business Income	\$100,000	\$1,000
Extra Expense	\$100,000	\$1,000
Media Coverage	\$100,000	\$1,000

EDP Property includes computer hardware, electronic media and records, telecommunications equipment, climate control equipment used exclusively with your hardware, your programming documentation and instruction manuals, and similar property of others in your care, custody or control.

SCHEDULED EQUIPMENT

Description	Limit	Deductible
MISCELLANEOUS EDP EQUIPMENT	\$100,000	\$1,000

CRIME

Issuing Company: U. S. Specialty Insurance Co.
Policy Number: [REDACTED]
Policy Term: 6/1/2025 – 6/1/2026 [REDACTED]

COVERAGE DETAIL

Description	Limit	Deductible
Forgery or Alteration	\$100,000	\$0
Theft Disappearance & Destruction – In/Out	\$100,000	\$0
Computer Fraud	\$100,000	\$0
Employee Dishonesty – Per Loss	\$100,000	\$0

CRIME COVERAGE TERM DEFINITIONS

Employee Dishonesty

Employee theft or forgery of assets of the insured. ERISA coverage can be added to also protect the assets of the insured's employee benefit plans.

Forgery

Coverage for direct loss sustained by the insured resulting from forgery or alteration of a financial instrument committed by a third party.

Computer Fraud

Coverage for direct loss sustained by the insured resulting from the unlawful taking or the fraudulently induced transfer of money, securities or property resulting from a computer violation.

Theft Disappearance & Destruction – Inside/Outside

Inside: Theft, Disappearance or Destruction of "Money" and "Securities" inside the premises or banking premises

Outside: Theft, Disappearance or Destruction of "Money" and "Securities" outside the premises in the care custody & control of a messenger

GENERAL LIABILITY

Issuing Company: U. S. Specialty Insurance Co.
Policy Number: [REDACTED]
Policy Term: 6/1/2025 – 6/1/2026

COVERAGE DETAIL

Limits of Liability	Deductible	Description
\$2,000,000	\$0	Per Occurrence/\$0 Aggregate
\$500,000	\$0	Damage to Premises Rented to you
\$10,000	\$0	Medical Expense Each Claim
Included	\$0	Government Medical
Included	\$0	Cemetery Professional
\$1,000,000	\$0	Employee Benefits Per Occurrence/\$3,000,000 Aggregate

EXPOSURES R=Retained, C=Contracted

Class Code	Premium Basis	Classification	Exposure	Additional Information
C31	R	Cemeteries	2	Oakhill Cemetery & Brown Cemetery
C18	R	Fire Department		
C27	R	Garbage Collection		TRANSFER STATION
C26	C	Mowing Operation		Bourdo Lawncare cuts/mows
C22	R	Parks & Playgrounds		
C73	C	Utilities - Sanitary Sewers (# of Cust.)	640	W/GUN LAKE SEWER AUTHORITY
C35	C	Zoning		Collaboration of Barry Planning & Zoning

COMMERCIAL AUTO

Issuing Company: U. S. Specialty Insurance Co.
Policy Number: [REDACTED]
Policy Term: 6/1/2025 – 6/1/2026

COVERAGE DETAIL

Description	Symbol*	Limits
Bodily Injury & Property Damage Liability Combined Single Limit	1	\$2,000,000
Uninsured/Underinsured Motorists Liability	2	\$100,000
Personal Injury Protection Liability	5	Unlimited
Property Protection Insurance	5	Included
Comprehensive Deductible	7,8	On File
Collision Deductible	7,8	On File
Hired / Borrowed Auto Liability		Included
Hired Auto Physical Damage		\$50,000
Mini Tort Liability		Included
Employee Vehicle Endorsement		Included

*Symbol Definitions

(1) Any Auto	(4) Owned Autos Other Than Private Passenger	(7) Autos Specified On Schedule
(2) All Owned Autos	(5) All Owned Autos Requiring No-Fault Coverage	(8) Hired Autos
(3) Owned Private Passenger Autos	(6) Owned Autos Subject To Compulsory U.M. Law	(9) Non-Owned Autos

IMPORTANT NOTE

Michigan Law (MCLA 500.3101) requires that the owner or registrant of a motor vehicle registered in this state must have insurance or other approved security for the payment of no-fault benefits on the vehicle at all times. An owner or registrant who drives or permits a vehicle to be driven upon a public highway without the proper insurance or other security is guilty of a misdemeanor.

VEHICLES

Cost New	Comp Ded	Collision Ded	Year	Make/Model	VIN #
\$90,000	\$1,000	\$1,000	1991	FORD F-800 TANKER	29909
\$5,000	\$1,000	\$1,000	1948	INTL PUMPER	N/A
\$57,621	\$1,000	\$1,000	2003	CHEVY SILVERADO GRASSRIG	13542
\$119,000	\$2,500	\$2,500	1997	FREIGHTLINER	1FV6JCB0VH809131
\$238,923	\$2,500	\$2,500	2009	GMC 5500GSO #793 PUMPER/TANKER	1GDG5E3919F411310
\$550,000	\$2,500	\$2,500	2014	KME ELIMINATOR 3000 GAL TANKER	1HTGSSNT2EH025923
\$1,100,000	\$5,000	\$5,000	2023	KME CUSTOM PREDATOR PUMPER	1F9755824NH140017

[REDACTED]

Public Officials/Wrongful Acts–Occurrence Form

Issuing Company: U. S. Specialty Insurance Co.
Policy Number: [REDACTED]
Policy Term: 6/1/2025 – 6/1/2026

Public Officials/Wrongful Acts – Occurrence Form

Limits of Liability	Deductible	Description
\$2,000,000	\$1,000	Per Occurrence/\$0 Aggregate
\$100,000	\$1,000	Zoning Per Occurrence/\$0 Aggregate
\$5,000	\$0	Non-Monetary Damage Per Suit/\$10,000 Per Policy Limit

Please note: Wrongful Acts Deductible and Loss Adjustment Expenses Apply to EPLI.

Workers Compensation

Issuing Company: Accident Fund
Policy Number: [REDACTED]
Policy Term: 6/24/2025 – 6/24/2026

Locations

1 – 6912 S Boulter, Shelbyville, MI

Employers Liability	Limits
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

Coverage Detail

Class Code	Description	Exposure
7904	Firefighters-Non Coordination Of Benefit	\$45,676
8810	Office	\$90,593
9015	Park N.o.c.	\$3,040
9102	Park, Municipal	If Any
9220	Cemetery Operations	If Any
9403	Garbage Collection	If Any
9410	Municipal, Twp, County or State Emp Noc	\$35,000

Cyber Liability

Issuing Company: U. S. Specialty Insurance Co.
 Policy Number: TBD
 Policy Term: 6/1/2025 – 6/1/2026

Coverage Details

Description	Limits of Liability	Limits of Liability	Limits of Liability	Limits of Liability
Cyber Liability Limit(s)	\$100,000	\$250,000	\$500,000	\$1,000,000
Multimedia Liability	\$100,000	\$250,000	\$500,000	\$1,000,000
Security and Privacy Liability	\$100,000	\$250,000	\$500,000	\$1,000,000
Privacy Regulatory Defense and Penalties	\$100,000	\$250,000	\$500,000	\$1,000,000
PCI DSS Liability	\$100,000	\$250,000	\$500,000	\$1,000,000
TCPA Defense	\$50,000	\$50,000	\$50,000	\$50,000
Breach Event Costs	\$100,000	\$250,000	\$500,000	\$1,000,000
Post Breach Remediation Costs	\$25,000	\$25,000	\$25,000	\$25,000
BrandGuard	\$100,000	\$250,000	\$500,000	\$1,000,000
System Failure	\$100,000	\$250,000	\$500,000	\$1,000,000
Dependent System Failure	\$100,000	\$250,000	\$500,000	\$1,000,000
Cyber Extortion	\$10,000	\$25,000	\$50,000	\$100,000
Cyber Crime Aggregate Limit	\$10,000	\$50,000	\$100,000	\$250,000
A. Financial Fraud Sublimit	\$10,000	\$50,000	\$100,000	\$250,000
B. Telecommunications Fraud Sublimit	\$10,000	\$50,000	\$100,000	\$250,000
C. Phishing Fraud Aggregate Sublimit	\$10,000	\$50,000	\$100,000	\$250,000
1. Your Phishing Fraud Loss Sublimit	\$10,000	\$50,000	\$100,000	\$250,000
2. Client Phishing Fraud Loss Sublimit	\$10,000	\$50,000	\$50,000	\$50,000
Reward Expenses	\$10,000	\$50,000	\$50,000	\$50,000
Court Attendance Costs	\$25,000	\$25,000	\$25,000	\$25,000
Bodily Injury (via endorsement)	\$10,000	\$50,000	\$100,000	\$250,000
Bricking Loss with Betterment (via endorsement)	\$10,000	\$50,000	\$100,000	\$250,000
Maximum Policy Aggregate Limit	\$100,000	\$250,000	\$500,000	\$1,000,000
Additional Defense Costs Limit	\$100,000	\$250,000	\$500,000	\$1,000,000
Separate Breach Event Costs	Included	Included	Included	Included
Deductible	\$2,500	\$2,500	\$2,500	\$2,500
Premium	\$1,323	\$1,400	\$1,597	\$1,999

Premium Summary / Comparison

Premiums

Line of Business	Expiring Premium	Renewal Premium
Property	\$3,831	\$4,779
Inland Marine	\$1,072	\$1,243
Crime	\$19	\$19
General Liability	\$2,466	\$2,338
Employee Benefits	\$99	\$109
Wrongful Acts/E&O	\$392	\$2,027
EPLI	\$262	\$2,508
Business Auto	\$15,902.40	\$15,236
Total Premium:	\$24,043.40	\$28,259
Workers Compensation 6/24 (Subject to Audit)	\$3,995	\$4,984
Total Premium:	\$28,038.40	\$33,243

SUBJECTIVIES

- Signed Property Statement of Values – See Attached
- Signed Authorization to Bind / Authorized Individuals / Policy Delivery Form – See Attached
- Signed HCC Application – See Attached

You declined terrorism coverage for the expiring policy period. We have, therefore, not included a quotation for terrorism coverage for the renewal period and your signed declination of terrorism insurance will remain in effect as long as you are insured by this company and until you rescind the declination in writing. If you would like the above quotation to include insurance for terrorism, or if you would like to know more about terrorism coverage options available to you, please advise your agent.

You selected UNLIMITED PIP medical coverage for the expiring policy period. Therefore, we have included a quotation with that same amount of PIP medical coverage for the renewal period. Your signed PIP selection form, if applicable, will remain in effect as long as you are insured by this company or until you change this selection by completing and signing a new selection form. If you would like to change your selection of PIP medical coverage, or if you would like to know more about these coverage options available to you, please advise your agent.

COVERAGE CONSIDERATIONS

The Coverage Considerations listed below are not intended to be an exhaustive list nor is this list intended to identify all potential exposures. Please advise us if a quote for any of these coverages is desired.

FOR ALL POLICIES

- Review the **Named Insured, Additional Insured(s), Mortgagees and Loss Payees**.
- Review the **Premium Basis** for each coverage such as payrolls, sales, areas, cost or schedules.
- Review any **Co-insurance** requirements that may apply.

Co-insurance Formula: Insurance value carried / Insurance value required x value of the loss (less any applicable deductible) = settlement value.

Please see the policy language for further details on the coinsurance clause and potential co-insurance penalties.

- Advise us of **Any Changes or New Developments in your Operation** such as mergers or expansion in new states or countries, new entities or DBA's, new products or services, contractual agreements granting indemnity and/or hold harmless agreements, equipment owned, transportation needs or any changes to your building or occupancy of your premises such as vacancies.

PROPERTY

- **Building & Contents** values and coverage forms should be reviewed regularly to ensure they are insured adequately and any coinsurance requirements are satisfied. An appraisal of your building & contents are recommended. Improvements and Betterments should be considered too for any leased locations.
- A **business interruption worksheet** should be completed to assist in determining an adequate coverage limit. Also any Extra Expense coverage needs should be considered when determining an adequate coverage limit.
- **Building Ordinance or Law Coverage.** The endorsement is used to include protection for three additional coverage exposures: Coverage A – payment for the value of the undamaged part of a building when a building code requires its demolition following a partial loss; Coverage B – coverage for the expense of demolishing the undamaged portion of a building damaged by an insured peril including the cost of removing debris; and Coverage C – coverage for the increased costs of construction resulting from enforcement of construction or building laws. This applies to both the damaged and undamaged portion of the structure.
- **Property of others or employees'** in your possession must be scheduled, as the basic form may exclude or provide a low sub-limit for each.
- **Bailee Customers Goods Floater.** This form is used to insure against loss to property of others that is in your possession, regardless of your legal liability.
- **Utility Services – Direct Damage and Time Element.** This coverage extends Direct Damage and Business Income and Extra Expense insurance to protect against losses due to the interruption of services by a facility that provides you with power, water or communications when caused by a covered peril.
- **Debris removal limit** may be increased.

- **Coverage for Backup of Sewer or Drains, Flood & Earthquake** may be available.
- **Mobile equipment** may not be included or limited coverage under your contents coverage. Examples are tools, cameras, fine arts, musical equipment, and other mobile property.
- **Builders Risk & Installation** coverage's may be available.
- **Boiler & Machinery/Equipment Breakdown.** This coverage provides protection for the repair or replacement of equipment, pipes, vessels, air conditioning, and refrigerated equipment, electrical panels, etc. that would be damaged or destroyed from a sudden and accidental breakdown. This coverage can also include coverage for Production Equipment as well as resulting Business Income loss.
- **Vacancy Clause.** Please note that when a building is as little as 33% unoccupied/vacant, there is language in all property policies, which limits coverage. Some policies reduce the payout, some exclude coverage for such perils as broken pipes, vandalism and other. If you experience this situation, please notify your agent to see if there are other options for you.

CRIME

- **Computer Fraud, Fund Transfer Fraud, Social Engineering, Forgery or Alteration and Money & Securities** should be considered.
- **3rd Party Employee Dishonesty** is recommended if your employees have access to client property.
- **Fiduciary Liability, Directors & Officers Liability, Kidnap/Ransom, Extortion and Identity theft** may be available.

INLAND MARINE

- **Motor Truck Cargo, Property in Transit, Ocean Cargo, Installation Floaters, Misc. & Scheduled Equipment coverage and Rented, Leased, Borrowed Equipment coverage and Employee Tool coverage** should be considered.

LIABILITY

- **A formalized program** to review certificates should be established. Your company should require, from any subcontractor doing work on your behalf, certificates of insurance requiring that the subcontractors have limits of liability for General Liability, Automobile, and Workers Compensation at least as high as the limits you have. If you fail to do this, payments you make can be charges against your Workers Compensation or General Liability policies. This could result in substantial additional premium charges.
- **Any subcontractors should name your company as an Additional Insured**, and this should be noted on the certificate of insurance.
- **Hold Harmless Agreements** should be included in any contracts. Your attorney should review these.
- **Fire Legal Liability** limit should be reviewed. The building lease may include contractual transfer of loss.
- **Warehouse Legal exposure. Employee Benefits Liability** – this protects against suits alleging damage because of handling of employee benefits. As an example, this coverage would protect the insured if an employee, by error, is not added to the group health plan. This can be added to the present plan at a nominal cost if not included now.

- **Claims Made** – any situation that you feel could lead to a claim must be reported to the carrier prior to the policy expiration or extended reporting period to avoid potential claim denial.
- **Professional Liability, Directors & Officers Liability, Employment Practice Liability, Pollution Liability, Cyber Liability and Multi-International coverages** should be considered.

AUTOMOBILE

State Law requires that the owner or registrant of a motor vehicle registered in this state must have insurance or other approved security for the payment of no-fault benefits on the vehicle at all times. **An owner or registrant who drives or permits a vehicle to be driven upon a public highway without the proper insurance or other security is guilty of a misdemeanor.**

- **Drive Other Car** coverage and schedule of individuals should be reviewed.
- **Broadened PIP** including names of family members
- **Higher limits** of liability and uninsured & underinsured motorist should be considered.
- **Towing & Rental Reimbursement** coverage is available.
- **All aftermarket equipment on vehicles must be scheduled.**
- **Hired Auto Physical Damage**
 - Assure proper coverage for your hired/rented auto physical damage. You need to have a clear company procedure for employees' short-term hired/rented car physical damage. Adopt one of the following procedures (each may have a limit for the value of any one vehicle):
 - Add Hired Auto Physical Damage to your existing automobile policy, if not currently provided.
 - Employees place rental contracts only on credit cards providing this rental physical damage coverage.
 - Require employees to accept physical damage coverage through the auto rental company. This is the most expensive option of the three.
 - Because of high value exposures, an established company procedure is important.
 - Any autos you lease, hire, rent, or borrow from any of your employees or partners or members of their household should be reviewed.

WORKERS COMPENSATION

Workers Compensation Insurance is required by Law. There are severe consequences to an employer who fails to carry workers' compensation insurance.

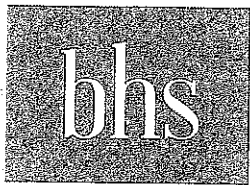
- **Stop Gap Coverage** can be added to extend employers liability coverage for monopolistic states. However, workers comp for monopolistic states must be purchased directly from the State Fund and cannot be added to your policy.
- **Endemic Disease and Repatriation** coverage should be added if foreign travel exposure exists.
- **Advise your agent if you will be traveling to other states or countries.**

UMBRELLA

- **Higher limits** should be considered.

ACTIVE SHOOTER WORKPLACE VIOLENCE

- Workplace violence is becoming an ever increasing liability in the workplace. Despite the presence of workplace violence prevention programs intended to avoid this hazard entirely within the workplace, it is becoming all to frequent that there may be an active shooter incident at the workplace. Key items for consideration in a policy:
 - Any weapon including brandishing a weapon
 - No Fault response
 - Domestic Violence dispute is not covered by Workers Compensation (not work related injury)
 - The General Liability policy may or may not respond – negligence needs to be established
 - Business Income response
 - Crisis hotline with immediate response to provide public relations. Also includes Social Media monitoring, trauma counseling, funeral and medical expenses, and a possible death and dismemberment benefit.

**INSURANCE**

3055 44th St SW
Grandville, MI 49418

(616) 531-1900

Invoice #	Page 1 of 1
Account Number	Date
	4/22/2025
BALANCE DUE ON	
7/1/2025	
AMOUNT PAID	Amount Due
	\$2,420.00

Visit this web address to pay online: BHSInsurance.appliedpay.com/

Orangeville Township
7350 Lindsey Road
Plainwell, MI 49080-8200

Group Life - Commercial	PolicyNumber: EXAD-99013-MI10081	Effective: 7/1/2025 to 7/1/2026
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Item #	Trans Eff Date	Due Date	Trans	Description	Amount
2412324	7/1/2025	7/1/2025	RENB	Renewal of Fire Dept AD&D Policy Effective 7/1/25-26	\$328.00

Group Voluntary - Commercial	PolicyNumber: PRCO-90667-MI10081	Effective: 7/1/2025 to 7/1/2026
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Item #	Trans Eff Date	Due Date	Trans	Description	Amount
2412323	7/1/2025	7/1/2025	RENB	Renewal of Fire Dept A&H Policy Effective 7/1/25-26	\$2,092.00

Total Invoice Balance: \$2,420.00

[REDACTED]



24-HOUR ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE PROPOSAL

Date Prepared: April 11, 2025

Policyholder Name: Orangeville Township Fire Department

Policy Number: [REDACTED]

Proposed Effective Date: July 1, 2025

Policyholder State: Michigan

Proposal ID: 72666

This proposal summary is valid for 90 days from the Date Prepared or 1 day prior to the Proposed Effective Date, whichever date is later.

Covered Class:

Class A: All Active Members of the Policyholder

Class B: All Active Members of the Policyholder

Type of Coverage:

24-Hour Coverage

Line-of-Duty Coverage

Number of Insured Persons (Active Members): 25

Quote Options:	<u>Present Plan</u>		<u>Plan 1</u>		<u>Plan 2</u>	
AD&D Principal Sum:	Class A:	\$15,000	Class A:	\$25,000	Class A:	\$50,000
	Class B:	\$30,000	Class B:	\$50,000	Class B:	\$100,000
Premium Option for Class A & B Coverage:						
Annual		\$328.00		\$539.00		\$1,069.00

Premium is due on the chosen effective date.

[REDACTED]

CONDITIONS OF COVERAGE

This Section describes the Conditions of Coverage under which benefits provided by the Policy become payable. Any benefits are payable only once, even though more than one Condition of Coverage may apply. Please read these and the Common Exclusions sections in order to understand all of the terms, conditions, and limitations of coverage.

24-HOUR COVERAGE (Business & Pleasure)

The Company will pay the Benefit Amount shown in the Schedule of Benefits, subject to all applicable conditions and exclusions, when the Insured Person suffers a Covered Loss that occurs any time while insured by this Policy including riding in or entering or exiting an Aircraft.

Exclusions that apply to this Condition of Coverage are in the Common Exclusions section.

LINE OF DUTY OCCUPATIONAL COVERAGE

The Company will pay the Benefit Amount shown in the Schedule of Benefits, subject to all applicable conditions and exclusions, if the Insured Person suffers a Covered Loss that occurs during a Covered Activity and while the Insured Person is Acting in the Line of Duty.

The Covered Loss must take place while:

1. the Insured Person is on duty, on or off the Policyholder's premises; or
2. Acting in the Line of Duty during response to an emergency while off duty.

Acting in the Line of Duty means acts done according to the standards set by the Policyholder for the type of work in which the Insured Person is engaged.

Exclusions that apply to this Condition of Coverage are in the Common Exclusions section.

BENEFITS

ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D)

The Company will pay the Benefit Amount for any one of the Covered Losses listed in the Schedule of Benefits, subject to all applicable conditions and exclusions, if the Insured Person suffers a loss as a result of a Covered Injury within 365 days of a Covered Accident.

If the Insured Person sustains more than one Covered Loss as a result of the same Covered Accident, the total of Benefits the Company will pay will not exceed the Principal Sum. The Covered Loss must occur within 365 days of the Covered Accident (In PA, loss period does not apply to Loss of Life).

An Aggregate Maximum of ten times the Class A Principal Sum, not to exceed \$1,000,000 applies to the Accidental Death & Dismemberment, Coma, and Paralysis benefits.

Not more than the Aggregate Limit of Indemnity specified above will be paid for all Covered Losses, Covered Accidents and Covered Injuries suffered by all Insured Persons as the result of any one Covered Accident that occurs under one of the Conditions of Coverage, as specified above. This Aggregate Limit of Indemnity is payable only once. Should more than one Condition of Coverage apply, we will pay the greater amount. If this amount does not allow all Insured Persons to be paid the amounts this Policy otherwise provides, the amount paid will be the proportion of the Insured Person's loss to the total of all losses, multiplied by the Aggregate Limit of Indemnity.

AD&D (continued)

Covered Loss	Benefit Amount (% of Principal Sum)
Loss of Life	100%
Loss of or Loss of Use of Two or More Hands or Feet	100%
Loss of Sight in Both Eyes	100%
Loss of Speech and Hearing in Both Ears	100%
Loss of One Hand or Foot and Sight in One Eye	100%
Loss of or Loss of Use of One Hand or Foot	50%
Loss of Sight in One Eye	50%
Loss of Speech	50%
Loss of Hearing in Both Ears	50%
Severance and Reattachment of One Hand or Foot	50%
Loss of Thumb and Index Finger of the Same Hand	25%
Loss of all Four Fingers of the Same Hand	25%
Loss of all Toes of the Same Foot	25%
Loss of Thumb	25%
Loss of Index Finger	25%
Loss of Any Joint on Either Hand	6.25%
Loss of 2 nd , 3 rd , or 4 th Finger of Either Hand	12.5%
Loss of Large Toe of Either Foot	5%
Loss of a Joint of a Toe	1%

Exposure and Disappearance If by reason of an Accident occurring while an Insured Person's coverage is in force under this Policy, the Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers a Covered Loss for which an Accidental Death or Accidental Dismemberment Benefit is otherwise payable under the Policy, the Covered Loss will be covered under the terms of this Policy. If the body of an Insured Person has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a Conveyance in which the Insured Person was an occupant while covered under this Policy, then it will be deemed, subject to all other terms and provisions of this Policy, that the Insured Person has suffered an Accidental Death that would have been payable under the Policy.

Coma Benefit A benefit is payable if an Insured Person suffers a Covered Injury that results in Coma. The Coma must occur within 30 days of the Covered Accident. The benefit amount is .1% of the Principal Sum for the first 11 months, 100% of the Principal Sum in the 12th month.

Paralysis Benefit A benefit is payable if an Insured Person suffers Paralysis as a result of a Covered Injury. If the Insured Person suffers more than one type of Paralysis as a result of the same Covered Accident, only one amount, the largest, will be paid:

Covered Loss	Benefit Amount (% of Principal Sum)
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Uniplegia	25%

ADDITIONAL BENEFITS (subject to the AD&D Principal Sum)

Accidental Severe Burn and Disfigurement Benefit A benefit is payable if an Insured Person suffers a Third Degree Severe Burn and Disfigurement from a Covered Loss, subject to a Maximum of \$100,000.

Percentage of Burn Area	Benefit Amount (% of Principal Sum)
75% - 100%	100%
50% - 74%	75%
25% - 49%	50%
10% - 24%	25%

Hepatitis C Occupational or Assigned Duties Accident Benefit A benefit is payable if the Insured Person suffers a Covered Injury during the performance of Occupational or Assigned Duties and it results in the Insured Person acquiring and testing positive for Hepatitis C within one year of the date of an Occupational or Assigned Duties Covered Accident. The benefit amount is 50% of the Principal Sum, subject to a Maximum of \$50,000.

Seatbelt and Airbag Benefit A benefit is payable if an Insured Person dies from a Covered Accident while wearing a seatbelt and riding in a private passenger automobile. An additional benefit is provided if the Insured Person was also positioned in a seat protected by a properly-functioning and properly-deployed Airbag. The Seatbelt Benefit amount is 25% of the Principal Sum, subject to a Maximum of \$50,000. The Airbag Benefit amount is 10% of the Principal Sum, subject to a Maximum of \$25,000 and the default benefit is \$1,000.

ADDITIONAL BENEFITS (not subject to the Principal Sum)

Felonious Assault and Violent Crime Benefit A benefit is payable for a Covered Loss that occurs during a Felonious Assault or Violent Crime. The Covered Loss must occur within 365 days of the Covered Accident. The benefit is 10% multiplied by the portion of the Benefit Amount applicable to the Covered Loss for Accidental Death and Dismemberment, Coma or Paralysis. Maximum benefit is \$10,000.

Home Alteration and Vehicle Modification Benefit A benefit is payable for when an Insured Person suffers a Covered Loss and, as a result, requires Home Alteration or Vehicle Modification. Home Alteration or Vehicle Modification must occur within 365 days of the Covered Loss. The benefit is 10% multiplied by the portion of the Benefit Amount applicable to the Covered Loss for Accidental Death and Dismemberment, Coma or Paralysis. Maximum benefit is \$10,000.

Medical Evacuation Benefit A benefit is payable if the Insured Person suffers a Covered Loss that requires or warrants Emergency Evacuation, while he or she is outside a 100 mile radius from his or her current place of primary residence. Coverage is included for Emergency Sickness and Traveling Companions. Maximum benefit is 100% of Usual & Customary Charges.

Rehabilitation Benefit A benefit is payable if the Insured Person requires rehabilitation services after sustaining a Covered Loss. Covered Treatment must occur within 365 days of the Covered Accident. The benefit is 10% multiplied by the portion of the Benefit Amount applicable to the Covered Loss for Accidental Death and Dismemberment, Coma or Paralysis. Maximum benefit is \$10,000.

Prosthesis Appliance Benefit A benefit is payable if the Insured Person suffers a Covered Loss that requires use of a Prosthetic Appliance Device. The Covered Loss must occur within 365 days of the Covered Accident. Maximum benefit is \$1,000 per Covered Loss.

Bereavement and Trauma Counseling Benefit A benefit is payable if an Insured Person requires bereavement and trauma counseling as a result of a Covered Death or Covered Loss. Covered Counseling must occur within 30 days of the Covered Accident. Coverage for Immediate Family Members or Fellow Participants is included. The benefit is up to \$100 per session for up to 10 sessions maximum. Maximum benefit is \$1,000 per Covered Loss.

Burial and Cremation Benefit A benefit is payable for the burial or cremation of an Insured Person who dies from a Covered Injury and an Accidental Death benefit is payable. The benefit amount is 10% of the Class A Principal Sum, subject to a Maximum of \$5,000.

Repatriation Benefit A benefit is payable if an Insured Person dies due to a Covered Injury while he or she is outside a 100 mile radius from his or her current place of primary residence. Coverage for Emergency Sickness is included. Coverage is included for Emergency Sickness and Traveling Companions. Maximum benefit is 100% of Usual & Customary Charges.

COMMON EXCLUSIONS

In addition to any benefit or coverage specific exclusion, benefits will not be paid for any loss which directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name:

1. the Insured Person's commission of or attempt to commit a felony or to which a contributing cause was the Insured Person's being engaged in an illegal occupation or operating a vehicle while intoxicated as defined by the law of the jurisdiction in which the activity or event occurred;
2. declared or undeclared war or act of war or any act of declared or undeclared war unless specifically provided by this Policy;
3. flight in, boarding, or alighting from an Aircraft or any craft designed to fly above the Earth's surface, except as:
 - a. a fare-paying passenger on a regularly scheduled commercial or charter airline;
 - b. a passenger in a non-scheduled, private Aircraft used for pleasure purposes with no commercial intent during the flight; or
 - c. a passenger in a Military Aircraft flown by the air mobility command or its foreign equivalent;
4. travel in any Aircraft owned, leased, operated, or controlled by the Policyholder, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
5. sickness, disease, bodily or mental infirmity, bacterial or viral infection, or medical or surgical treatment thereof, (including exposure, whether or not Accidental, to viral, bacterial or chemical agents), whether the loss results directly or non-directly from the treatment except for any bacterial infection resulting from an Accidental external cut or wound or Accidental ingestion of contaminated food;
6. an Accident if the Insured Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, unless: (a) the Insured Person holds a valid learners permit and (b) the Insured Person is receiving instruction from a driver's education instructor;
7. medical or surgical treatment, diagnostic procedure, administration of anesthesia, or medical mishap or negligence, including malpractice unless it occurs during treatment of a Covered Injury.

Benefits will not be paid for services or treatment rendered by any person who is:

- a. employed or retained by the Policyholder;
- b. living in the Insured Person's household;
- c. an Immediate Family Member, including domestic partner, of either the Insured Person or the Insured Person's Spouse; or the Insured Person.

DISCLOSURE STATEMENT

All U.S. insurance coverage described in this proposal is provided by AXIS Accident & Health and underwritten by AXIS Insurance Company. Coverage may not be available in all U.S. states and jurisdictions. Product availability and plan design features, including eligibility requirements, descriptions of benefits, exclusions or limitations may vary depending on state laws. This proposal outlines in general some of the important features of the proposed insurance program. The controlling provisions will be in the Policy, and this proposal is not intended in any way to modify the provisions or their meanings. The policy will be subject to the laws of the state in which it is issued.

This insurance coverage is administered by Provident Agency, Inc. of Pittsburgh, PA and in California, Provident of Pennsylvania Insurance Agency, Inc. of Pittsburgh, PA.

This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit AXIS Accident & Health from providing insurance, including, but not limited to, the payment of claims. Payment of claims under any insurance policy issued shall only be made in full compliance with all United States economic or trade and sanction laws or regulation, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

TRAVEL ASSISTANCE SERVICES*

(These are not insurance benefits.)

This proposal includes access to travel assistance services through On Call International. The plan provides services Insured Persons and covered family members need to prepare for their destination as well as to help them with any problems they encounter while they are traveling almost anywhere in the world, at least 100 miles from home.

On Call International will make arrangements for the following services:

- Medical Evacuation and / or Medical Repatriation when the Insured Person's or Traveling Companion's Covered Injury or Emergency Sickness warrants emergency evacuation (depending on the cause of the medical condition requiring evacuation or repatriation). This policy may pay for the cost of the evacuation or repatriation when the Medical Evacuation Benefit applies.
- Repatriation of Remains when the Insured Person or Traveling Companion suffers loss of life due to a Covered Injury or Emergency Sickness. This policy may pay for the cost of the repatriation of remains if the Repatriation Benefit applies.

On Call International will make arrangements for the following services; however, neither On Call International nor this policy will pay expenses associated with these services:

Emergency Transportation Related Assistance:

- Emergency Travel Arrangements
- Emergency Hotel Arrangements
- Return of Traveling Companion
- Return of Dependent Children

Medical Assistance:

- Pre-Trip Planning
- Medical, Behavioral or Mental Health, Dental and Pharmacy Referrals
- Medical Monitoring
- 24 Hour Nurse Help Line
- Prescription Replacement Assistance
- Coordination of Benefits & Guarantee of Payment Assistance

Travel & Security Assistance:

- Pre-Trip Information & Active Travel Advice
- Translator and Interpreter Assistance
- Emergency Travel Funds Assistance
- Legal Consultation and Referral
- Lost/Stolen Document Replacement
- Emergency Message Forwarding

* Regarding these Travel Assistance Services, please note:

1. If the expenses associated with the services or any advanced payments are not covered under the insurance policy, the policyholder or the covered person shall be responsible for payment. We reserve the right to recover any amounts paid outside of the terms of the policy from any third party who would otherwise be responsible for payment in the absence of the policy benefits.
2. These services are provided by On Call International and are not insured benefits. On Call International is under contract with AXIS Insurance Company to provide travel assistance services in conjunction with insurance benefits.

BLANKET ACCIDENT INSURANCE POLICY

Underwritten by:
AXIS INSURANCE COMPANY
(A Stock Company)
(Herein called the Company)

Administrative Office:
1 University Square Drive, Suite 200
Princeton, NJ 08540

Home Office:
111 South Wacker Drive, Suite 3500
Chicago, IL 60606

The Company will pay the benefits of this Policy subject to its provisions. This page and the pages that follow are part of this Policy.

AXIS Insurance Company insures the members of:

Orangeville Township Fire Department (the Policyholder)

Policy Number: [REDACTED]

AXIS Insurance Company (referred to as the Company, We, Our, or Us) will pay the benefits provided by this Policy in return for the advance payment of premium. AXIS Insurance Company makes this promise subject to all of this Policy's provisions.

The Policy is a legal contract between the Policyholder and the Company.

This Policy describes the terms and conditions of insurance. This Policy goes into effect subject to its applicable terms and conditions at 12:01 A.M. on the Policy Effective Date at the Policyholder's address. It will remain in effect for the duration of the Policy Term if the premium is paid according to the agreed terms. This Policy terminates at 12:00 A.M., on the day following the last day of the Policy Term unless the Policyholder and the Company agree to continue coverage under this Policy for an additional Policy Term.

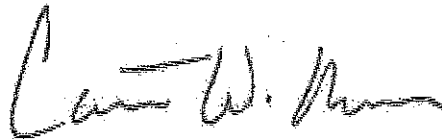
The Company and the Policyholder agree to all the terms of this Policy.

10 Day right to examine this Policy – The Policyholder should read this Policy carefully and contact us promptly with any questions. If the Policyholder is not satisfied for any reason, this Policy may be returned within 10 days of its receipt. We will refund any premiums already paid within 10 days after the Company receives the Policyholder's notice of cancellation of this Policy, and it will be considered never to have been issued.

The President and Secretary of the Company witness this Policy.



Secretary



President

PLEASE READ THIS POLICY CAREFULLY

TABLE OF CONTENTS

POLICY SCHEDULE	3
Class I	3
Class II	3
POLICY SCHEDULE OF BENEFITS	4
DEFINITIONS	9
GENERAL EXCLUSIONS	14
LIMITATIONS	15
Section I: DEATH BENEFITS	16
I.A. COVERED INJURY DEATH BENEFIT	16
I.B. COVERED ILLNESS DEATH BENEFIT	16
I.C. HIV POSITIVE DIAGNOSIS LUMP SUM BENEFIT	16
I.D. BEREAVEMENT BENEFIT	16
I.E. DEPENDENT CHILD BENEFIT	16
I.F. SEATBELT AND AIRBAG BENEFIT	16
I.G. FINAL EXPENSES BENEFIT	17
I.H. SPOUSAL BENEFIT	17
I.I. SURVIVING SPOUSE EDUCATION BENEFIT	17
I.J. DEPENDENT CHILD EDUCATION BENEFIT	17
Section II: IMPAIRMENT BENEFITS	18
II.A. DISMEMBERMENT, LOSS OF SPEECH OR HEARING BENEFIT	18
II.B. VISION IMPAIRMENT BENEFIT	18
II.C. COSMETIC DISFIGUREMENT FROM BURNS BENEFIT	19
II.D. PERMANENT PHYSICAL IMPAIRMENT BENEFIT	19
II.E. FELONIOUS ASSAULT BENEFIT	20
II.F. IMPAIRMENT MODIFICATION BENEFIT	20
II.G. PARALYSIS BENEFIT	20
Section III: INCOME PROTECTION BENEFITS	21
III.A. WEEKLY TOTAL DISABILITY BENEFITS	21
III.A.i. COVERED INJURY MINIMUM WEEKLY TOTAL DISABILITY BENEFIT	21
III.A.ii. COVERED ILLNESS MINIMUM WEEKLY TOTAL DISABILITY BENEFIT	21
III.A.iii. COVERED INJURY WEEKLY EARNED INCOME REPLACEMENT BENEFIT	21
III.A.iv. COVERED ILLNESS WEEKLY EARNED INCOME REPLACEMENT BENEFIT	21
III.B. PARTIAL DISABILITY BENEFIT	21
III.C. COST OF LIVING ADJUSTMENTS	22
III.D. FIRST WEEK TOTAL DISABILITY BENEFIT	22
III.E. TRANSITION BENEFIT	22
III.F. RETRAINING BENEFIT	23
EXCLUSIONS THAT APPLY TO THE INCOME PROTECTION BENEFITS	23
LIMITATIONS	23
Section IV: MEDICAL EXPENSE BENEFITS	24
IV. A. MEDICAL EXPENSE BENEFIT	24
IV. B. PLASTIC SURGERY EXPENSE BENEFIT	24
EXCLUSIONS FOR MEDICAL EXPENSE BENEFIT AND THE PLASTIC SURGERY EXPENSE BENEFIT ...	24
Section V: ADDITIONAL BENEFITS	25
V.A. DAILY HOSPITAL CONFINEMENT AND OUTPATIENT TREATMENT BENEFIT	25
V.B. DAILY CRITICAL CARE BENEFIT	25
V.C. FAMILY EXPENSE BENEFIT	25
V.D. OCCUPATIONAL REHABILITATION BENEFIT	25
V.E. MENTAL STRESS MANAGEMENT BENEFIT	26
V.F. TRAUMATIC INCIDENT BENEFIT	26
V.G. HEALTH INSURANCE PREMIUM BENEFIT	26
CLAIMS PROVISIONS	27
PREMIUMS AND RENEWALS PROVISIONS	33
GENERAL PROVISIONS	35
ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION PROVISIONS	37
Career Or Part-Time Personnel Rider	38

POLICY SCHEDULE

Policyholder:	Orangeville Township Fire Department		
Policy Number:	[REDACTED]	Effective Date:	07/01/2023
Renewal Date:	07/01/2026	Expiration Date:	06/30/2026
Payment Method:	3 Year Annual Installment	Total Premium:	\$6,276
Annual Anniversary Date:	July 1	Policy Term:	07/01/2023 - 06/30/2026
Rate Guarantee Period: 3 Years			
The initial premium rate guarantee and any premium rate guarantee applicable to renewal are subject to the Policy Term and Renewal and Premium Rate Change sections of this Policy.			
Premium Due Dates: Premium is due and payable in annual installments with the first installment due as of the Policy Effective Date and subsequent installments due as of each Anniversary Date		1st Installment:	07/01/2023 \$2,092
		2nd Installment:	07/01/2024 \$2,092
		3rd Installment:	07/01/2025 \$2,092

Eligible Persons:		
Class I	All volunteer classes of membership including but not limited to a Volunteer Member, Emergency Volunteer, Auxiliary Member, Fire Corps, Community Volunteer, Board Member, Trustee, Administrative Personnel, Junior Member, Member in Training, Probationary Member, and Part-Time Employees of the Policyholder.	Effective Date: 07/01/2023
Class II	Career Personnel of the Policyholder.	Effective Date: 07/01/2023

POLICY SCHEDULE OF BENEFITS
SUMMARY OF COVERAGE

This Policy provides coverage for the following benefits that indicate that they are "Included" or that provide a specified amount opposite the name of the benefit. Benefits indicated as "Not Included" are not provided under this Policy.

SECTION I: DEATH BENEFITS

	<u>Class I</u>	<u>Class II</u>
I.A. COVERED INJURY DEATH BENEFIT		
Principal Sum	\$60,000	\$60,000
I.B. COVERED ILLNESS DEATH BENEFIT		
Principal Sum	\$60,000	\$60,000
I.C. HIV POSITIVE DIAGNOSIS LUMP SUM BENEFIT		
Benefit Amount	\$60,000	\$60,000
I.D. BEREAVEMENT BENEFIT		
Maximum Benefit Amount	\$6,000	\$6,000
I.E. DEPENDENT CHILD BENEFIT		
Benefit Amount (for each Dependent Child)	\$10,000	\$10,000
I.F. SEATBELT AND AIRBAG BENEFIT		
Seatbelt Benefit Amount	\$15,000	\$15,000
Airbag Benefit Amount	\$15,000	\$15,000
I.G. FINAL EXPENSES BENEFIT		
Maximum Benefit Amount	\$6,000	\$6,000
<i>(includes repatriation to the funeral home as well as other locations, cremation, burial services, grave marker/headstone)</i>		
I.H. SPOUSAL BENEFIT		
Benefit Amount	\$15,000	\$15,000
I.I. SURVIVING SPOUSE EDUCATION BENEFIT		
Maximum Benefit Amount	\$10,000	\$10,000
Maximum Benefit Period	4 years	4 years
I.J. DEPENDENT CHILD EDUCATION BENEFIT		
Maximum Benefit Amount	\$10,000	\$10,000
Maximum Benefit Period	4 years	4 years

SECTION II: IMPAIRMENT BENEFITS

	<u>Class I</u>	<u>Class II</u>
II.A. DISMEMBERMENT, LOSS OF SPEECH OR HEARING BENEFIT		
Impairment Principal Sum	\$60,000	\$60,000
II.B. VISION IMPAIRMENT BENEFIT		
Vision Impairment Principal Sum	\$60,000	\$60,000
II.C. COSMETIC DISFIGUREMENT FROM BURNS BENEFIT		
Cosmetic Disfigurement from Burns Principal Sum	\$60,000	\$60,000
II.D. PERMANENT PHYSICAL IMPAIRMENT BENEFIT		
Permanent Physical Impairment Principal Sum	\$60,000	\$60,000
II.E. FELONIOUS ASSAULT BENEFIT		
Benefit Amount	50% of the total amount payable under the following benefits: Covered Injury Death Benefit, Dismemberment, Loss of Speech or Hearing Benefit, Vision Impairment Benefit, Cosmetic Disfigurement from Burns Benefit, Permanent Physical Impairment Benefit, Paralysis Benefit, or Weekly Total or Partial Disability Benefits, subject to an overall maximum benefit of \$30,000	50% of the total amount payable under the following benefits: Covered Injury Death Benefit, Dismemberment, Loss of Speech or Hearing Benefit, Vision Impairment Benefit, Cosmetic Disfigurement from Burns Benefit, Permanent Physical Impairment Benefit, Paralysis Benefit, or Weekly Total or Partial Disability Benefits, subject to an overall maximum benefit of \$30,000
II.F. IMPAIRMENT MODIFICATION BENEFIT		
Maximum Benefit Amount	actual expenses up to \$50,000	actual expenses up to \$50,000
II.G. PARALYSIS BENEFIT		
Paralysis Benefit Principal Sum	\$60,000	\$60,000
Paralysis must occur within	365 days of the Covered Injury or onset of Covered Illness	365 days of the Covered Injury or onset of Covered Illness

SECTION III: INCOME PROTECTION BENEFITS

	<u>Class I</u>	<u>Class II</u>
III.A. WEEKLY TOTAL DISABILITY BENEFITS		
III.A.i. COVERED INJURY MINIMUM WEEKLY TOTAL DISABILITY BENEFIT		
Minimum Weekly Benefit Amount	\$100	\$100
Maximum Benefit Period	Lifetime	5 Years
III.A.ii. COVERED ILLNESS MINIMUM WEEKLY TOTAL DISABILITY BENEFIT		
Minimum Weekly Benefit Amount	\$100	\$100
Maximum Benefit Period	Later of Age 67 or Five Years	5 Years
III.A.iii. COVERED INJURY WEEKLY EARNED INCOME REPLACEMENT BENEFIT		
Maximum Weekly Benefit Amount	\$100	\$100
Maximum Benefit Period	Lifetime	5 Years
III.A.iv. COVERED ILLNESS WEEKLY EARNED INCOME REPLACEMENT BENEFIT		
Maximum Weekly Benefit	\$100	\$100
Maximum Benefit Period	Later of Age 67 or Five Years	5 Years
III.B. PARTIAL DISABILITY BENEFIT		
Maximum Weekly Benefit	\$200	\$200
Maximum Benefit Period	Later of Age 67 or Five Years	5 Years
III.C. COST OF LIVING ADJUSTMENT		
Maximum Benefit Amount	\$600	\$600
III.D. FIRST WEEK TOTAL DISABILITY BENEFIT		
Maximum Benefit Amount	Weekly Earned Income up to \$1,000	Weekly Earned Income up to \$1,000
III.E. TRANSITION BENEFIT		
Benefit Amount	\$200	\$200
Maximum Benefit Period	26 Weeks	26 Weeks
III.F. RETRAINING BENEFIT		
Maximum Benefit Amount	\$20,000	\$20,000

SECTION IV: MEDICAL EXPENSE BENEFITS

IV.A. MEDICAL EXPENSE BENEFIT

Any benefits limits apply, unless otherwise specified, on a per Insured Person per Covered Injury or Covered Illness basis.

Medical Expense Benefit Options

The shaded box below indicates the Policyholder's selection:

- ☒ Primary Medical Expense other than Workers' Compensation or No-Fault Auto Insurance
- ☐ Full Excess Medical Expense
- ☐ Primary Medical Expense

	<u>Class I</u>	<u>Class II</u>
Maximum Medical Expense Benefit Amount	\$5,000	\$5,000

IV.B. PLASTIC SURGERY EXPENSE BENEFIT

Maximum Benefit Amount	An additional 25% of the Maximum Medical Expense Benefit Amount for Covered Injury but not less than \$25,000	An additional 25% of the Maximum Medical Expense Benefit Amount for Covered Injury but not less than \$25,000
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SECTION V: ADDITIONAL BENEFITS

	<u>Class I</u>	<u>Class II</u>
V.A. DAILY HOSPITAL CONFINEMENT AND OUTPATIENT TREATMENT BENEFIT		
Daily Benefit Amount	\$10	\$10
Maximum Benefit Period for Hospital confinement	730 days	730 days
Maximum Benefit Period for treatment after discharge	730 days	730 days
Maximum Benefit Period for treatment without Hospital confinement	365 days	365 days
V.B. DAILY CRITICAL CARE BENEFIT		
Daily Benefit Amount	\$20	\$20
Maximum Benefit Period	730 days	730 days
V.C. FAMILY EXPENSE BENEFIT		
Maximum Benefit Amount	\$2,500	\$2,500
V.D. OCCUPATIONAL REHABILITATION BENEFIT		
Maximum Benefit Amount	\$5,000	\$5,000
V.E. MENTAL STRESS MANAGEMENT BENEFIT		
Maximum Benefit Amount	\$2,500	\$2,500
V.F. TRAUMATIC INCIDENT BENEFIT		
Traumatic Incident Aggregate Maximum Benefit Amount	\$2,500	\$2,500
V.G. HEALTH INSURANCE PREMIUM BENEFIT		
Maximum Benefit Amount	\$12,000	\$12,000

DEFINITIONS

Accident or Accidental means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place while the Insured Person is covered under this Policy.

Appropriate Care means the determination of an accurate and medically supported diagnosis of the Insured Person's Total or Partial Disability by a Physician, or a plan established by a Physician of ongoing medical treatment and care of the Total or Partial Disability that conforms to generally accepted medical standards, including frequency of treatment and care.

Auxiliary Member means any person who is a member of the auxiliary to the Policyholder at the time of Covered Injury or Covered Illness.

Benefit Period means the period, shown on the *Policy Schedule of Benefits*, commencing with the date of the onset of the Total Disability or Partial Disability during which benefits are payable.

Career Personnel means employees or members of the organization that receive Weekly Earned Income for regularly working at least 30 cumulative hours per week as an emergency service provider for the Policyholder.

Community Volunteer means a non-member who helps the Policyholder and/or the auxiliary of the organization, in a non-emergency capacity such as fund raisers, banquets, etc.

Cosmetic Disfigurement from Burns means a cosmetic disfigurement that is due to a burn that is classified as a third degree or full-thickness burn caused by a source that is thermal, chemical, electrical, or nuclear. The surface area must be documented by a Physician according to the Rule of Nines or the Lund-Browder chart.

Covered Activity means any activity which is normal for an Insured Person while acting on behalf of the Policyholder and includes travel directly to and from such activity, as well as impromptu action (Good Samaritan) at the scene of an emergency regardless of the Policyholder's involvement. Covered Activity includes all athletic events sponsored by the Policyholder with the exception of Organized League Athletic Events, unless such coverage is purchased.

The Covered Activity must be performed at the direction, or with knowledge, of an officer of the Policyholder, unless immediate action is required of the Insured Person at the scene of an emergency not on behalf of the Policyholder or any other organization.

Covered Illness means any disease, sickness or infection, other than those related to psychiatric illness or mental stress, contracted or suffered by an Insured Person during or resulting from a Covered Activity while this Policy is in force.

Covered Illness Death means any Covered Illness, other than those related to psychiatric illness or mental stress, contracted or suffered by an Insured Person during or resulting from a Covered Activity while this Policy is in force which results in the death of an Insured Person.

Covered Injury means Accidental bodily injury sustained by the Insured Person during and/or resulting directly from an Insured Person's participation in a Covered Activity while coverage under the Policy is in force (independent of sickness, disease, mental incapacity or any other cause) and which is not otherwise defined as a Covered Illness.

Covered Injury Death means a Covered Injury sustained by an Insured Person during and/or resulting directly from a Covered Activity while this Policy is in force, and which results in the death of an Insured Person.

Covered Medical Expenses means the Reasonable and Customary Charges for any of the following services: medical or surgical treatment, preventative inoculation, Hospital confinement, Home Healthcare, nursing services prescribed and monitored by a Physician, Post exposure Prophylaxis protocol (PEP) treatment, when such treatment is advised by the attending Physician, Infectious Disease screening test (s), or Post exposure preventive inoculations as a result of participation in a Covered Activity.

CPI-U means the Consumer Price Index for all Urban Consumers, published by the United States Department of Labor. The Company reserves the right to use some other similar measurement if the Department of Labor changes or stops publishing the CPI-U.

Dependent Child means any unmarried child of an Insured Person who is dependent and under the age of 26 upon an Insured Person and claimed on an Insured Person's most current federal tax return or qualified court document showing at least 50% financial responsibility.

Emergency Volunteer means a person physically present at the time of the emergency, and who is not responding/acting as a member of any emergency service organization, who has been specifically requested to assist by the Chief, Line Officer or other officer in charge of the emergency.

Felonious Assault means any willful or unlawful use of force upon an Insured Person:

1. with the intent to cause bodily injury to an Insured Person;
2. that results in bodily harm to an Insured Person; and
3. that is a felony or misdemeanor in the jurisdiction in which it occurs.

Felonious Assault does not include any willful or unlawful use of force upon an Insured Person by another Insured Person.

HIV means Human Immunodeficiency Virus, a virus that infects lymphocytes and other cells bearing the CD4 marker, the initial infection of which is known as acute retro viral syndrome.

Home Healthcare means Medically Necessary services provided and billed by the Home Health Agency. Such services must be prescribed and supervised by a Physician in accordance with a medical treatment.

Home Health Agency means an entity engaged in arranging and providing nursing services, home health services or other therapeutic and related services. The entity must be certified by a competent governmental authority in the jurisdiction where the services are rendered, as meeting requirement of Title XVIII of the Social Security Act, as amended, for home health agencies.

Hospital means an institution that meets all of the following:

1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and
6. it charges for its services.

Hospital shall include a Veteran's Administration Hospital or Federal Government Hospital and the requirement that a patient must incur an expense as an Inpatient shall be waived.

Infectious Disease means a disease included within the list of potentially life-threatening infectious diseases, developed by the Secretary of Health and Human Services, pursuant to Title XXVI of the Public Health Service Act.

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

Inpatient means confined overnight as a registered bed-patient in a Hospital or other medical facility where at least one day's room and board is charged. The confinement must be on the advice of a Physician.

Insured Person means any person who is listed as an Eligible Person on the *Policy Schedule of Benefits*.

Loss of Earnings Coverage means any disability benefits or salary continuance received from:

1. the benefits payable in accordance with any Workers' Compensation Act or Occupational Disease Act or Law, or any other law which provides compensation for an occupational injury;
2. the income benefit provided by or through any automobile insurance plan or any government plan of automobile insurance or similar insurance regulation or law;
3. the salary continuation or severance allowance provided by or through the employer;
4. the disability, retirement or other income benefits provided by or through the employer, the Policyholder, or the Insured Person; and
5. the amounts paid or payable under any group plan or insurance policy.

Loss of Earnings Coverage does not include disability benefits received from individual disability insurance paid by Insured Person, or any disability benefits payable under the United States Federal Social Security Act. If an Insured Person settles a Workers' Compensation claim, including Loss of Earnings or similar provisions of Workers' Compensation, the presumed amount of those Workers' Compensation benefits shall be considered Loss Earnings Coverage for the entire duration of the Insured Person's Total Disability or Partial Disability.

Medically Necessary means medical services that: (1) are essential for diagnosis, treatment or care of the Covered Injury or Covered Illness for which it is prescribed or performed; (2) meet generally accepted standards of medical practice; and (3) are ordered by a Physician and performed under his or her care, supervision or order.

Nurse means a licensed graduate registered Nurse (R.N.) or a licensed practical Nurse (L.P.N.) who is not:

1. the Insured Person;
2. an Immediate Family Member of either the Insured Person or the Insured Person's Spouse;
3. a person living in the Insured Person's household; or
4. a person employed or retained by the Policyholder.

Organized League Athletic Event means any type of sporting event or activity that occurs during a pre-planned schedule of practices, games, matches and/or tournaments over a specific season and may include the usage of a team roster, designated uniforms, umpires/referees, or fees paid to participate.

Other Valid and Collectible Insurance means: (1) any group plan, program or insurance policy; (2) any other group hospital, surgical or medical benefit plan; or (3) any union welfare plan or group employer or employee benefit program. Other valid and collectible insurance will not include benefits provided by the United States Social Security Act or any individual disability insurance plan.

Outpatient means an Insured Person who is a patient and is not hospitalized overnight but who visits a Hospital, clinic, or associated facility for diagnosis or treatment.

Paralysis/Paralyzed means Quadriplegia, Paraplegia, Hemiplegia or Uniplegia that is expected to last for a continuous period of 12 months or more from the earlier of the date of the Covered Activity that caused the Paralysis or the date of the diagnosis. "Quadriplegia" means the complete and irreversible Paralysis of both upper and lower limbs. "Paraplegia" means the complete and irreversible Paralysis of both lower limbs or both upper limbs. "Hemiplegia" means the complete and irreversible Paralysis of the upper and lower limbs of the same side of the body. "Uniplegia" means the complete and irreversible paralysis of one limb. "Limb" means entire arm or entire leg.

Partial Disability or Partially Disabled means, for an Insured Person with an occupation producing wages as described in the definition of Weekly Earned Income, the inability to perform one or more, but not all, of the material and substantial duties of his or her own occupation as a result of a Covered Injury or Covered Illness.

If an Insured Person does not have an occupation producing wages as described in the definition of Weekly Earned Income, Partial Disability or Partially Disabled means:

1. the inability to perform one or more, but not all of the material and substantial duties of an occupation for which an Insured Person is qualified by reason of education, training or experience; or
2. the inability to perform one or more, but not all of the regular activities of an Insured Person.

An Insured Person must be under the regular care of a Physician during Partial Disability.

Permanent Physical Impairment means a physical impairment or functional abnormality of a body part or parts or loss of at least 10% whole person which remains after maximum medical rehabilitation has been achieved and which is considered stable or non-progressive by the examining Physician at the time of evaluation.

Physician means a licensed health care provider practicing within the scope of his or her license and rendering care and treatment to the Insured Person that is appropriate for the condition and locality, and who is not:

1. the Insured Person;
2. an Immediate Family Member of either the Insured Person or the Insured Person's spouse;
3. a person living in the Insured Person's household;
4. a person employed or retained by the Policyholder; or
5. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.

Police Reserve Officers means all officers and reserve law enforcement members appointed by the Policyholder. Such persons have completed or are actively enrolled and participating in, the training and probationary period specified by the written regulations of the Policyholder.

Policy Term means the time period defined for the Policyholder shown on the *Policy Schedule of Benefits*.

Reasonable and Customary Charge(s) means a charge that:

1. is made for a Covered Medical Expense;
2. does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred (for a Hospital room and board charge, other than for a Medically Necessary stay in an intensive care unit or a cardiac care unit, does not exceed the Hospital's most common charge for semi-private room and board); and
3. does not include charges that would not have been made if no insurance existed.

Reasonable Occupation means any occupation for which an Insured Person is reasonably fitted based on education, training or experience and an Insured Person could expect to generate the lesser of \$75,000 annually or at least 70% of his or her Weekly Earned Income.

Regular Occupation means the Insured Person's primary occupation at the time of disability for which he or she was receiving remuneration.

Review Date means the date after 52 weeks of continuous disability.

Spouse means the Insured Person's lawful spouse.

Supplemental Restraint System means any airbag that inflates upon impact for added protection to the head and chest areas.

Total Disability or Totally Disabled means that for the first 5 years from the date of a Covered Injury or onset of a Covered Illness, an Insured Person:

1. is not able to perform the substantial and material duties of his or her occupation; and
2. is receiving Appropriate Care .

After 5 years from the date of a Covered Injury or onset of a Covered Illness, Total Disability or Totally Disabled means that due to a Covered Injury or a Covered Illness an Insured Person:

1. is not able to engage in any Reasonable Occupation;
2. is not working at any other occupation; and
3. is receiving Appropriate Care.

Traumatic Incident means an abnormal experience involving the Policyholder, outside the range of usual human experiences and that includes: 1) line of duty death or serious injury to other Insured Persons; 2) a single incident having multiple casualties; 3) death or serious injury of a child; 4) dealing with victims known to the Insured Person; and 5) similar incidents that would reasonably require mental health care for the entire Policyholder or a significant number of members of the Policyholder.

Traumatic Incident Stress Management Team means an organized group of mental health professionals and peer support individuals trained to provide support services to emergency service organization personnel. Such support services include traumatic incident stress defusing, debriefing, demobilization, stress reduction education, spousal support, one-on-one interviews, or on-the-scene support.

Weekly Earned Income means the greater of an Insured Person's:

1. average income earned on a weekly basis at the time the disability starts; or
2. average income earned on a weekly basis for the period of one year prior to the start of disability for which a claim is made.

If an employer, other than himself, employs an Insured Person, Weekly Earned Income will be computed from an Insured Person's regular, over-time and shift differential wages. Weekly Earned Income shall be substantiated by pay stubs, W-2 Forms, other employment records, tax records, and/or other records which We may reasonably request. Commission earnings will be computed using an average of 24 months of previous commission earnings.

If an Insured Person is self-employed, Weekly Earned Income will be computed from the amount reported by an Insured Person on page 1 of the IRS Form 1040 series, which includes amounts from Schedules C and F, and from qualifying income from Schedule E which is included in the amount reported by an Insured Person on page 1 of IRS Form 1040 series.

If the Insured Person is a commissioned sales person, Weekly Earned Income will be any salary or wages and commissions received from the Employer. This will be based on the Statement of Wages Earned and Taxes Withheld (Form W-2) for the fiscal year ending immediately prior to the date of the Insured Person's disability.

Weekly Earned Income does not include rent, royalties, investment income, passive income, estate and trust income and REIT/REMIC income regardless of an Insured Person's active involvement in generating said forms of income, an Employer's contributions to any deferred compensation plan or pension plan on the Insured Person's behalf, stock options, or any other income not derived directly from an Insured Person's occupational activities.

GENERAL EXCLUSIONS

In addition to any benefit or coverage specific exclusion, benefits will not be paid for any loss which directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided in the Policy:

1. declared or undeclared war or act of war;
2. suicide or any attempt at it, while sane or insane; or intentionally self-inflicted injuries while sane;
3. mental or emotional disorders, except as specifically provided for by the Traumatic Incident Benefit or the Mental Stress Management Benefit;
4. any Organized League Athletic Event, except as provided under the Policy; or
5. the Insured Person's commission of or attempt to commit a felony or to which a contributing cause was the Insured Person being engaged in an illegal occupation.

In addition, benefits will not be paid for services or treatment rendered by any person who is:

1. employed or retained by Policyholder;
2. living in the Insured Person's household;
3. an Immediate Family Member of either the Insured Person or the Insured Person's Spouse; or
4. the Insured Person.

LIMITATIONS

The benefits contained in this policy are subject to the following limitations:

1. all Covered Injuries and Covered Illnesses arising from the same Covered Activity shall be treated as a single Covered Injury or Covered Illness. If the Insured Person sustained a Covered Injury and a Covered Illness from the same Covered Activity and the amount payable or benefit period for a specific benefit is different for Covered Injuries and Covered Illnesses, the Company will pay the higher amount or adhere to the longer benefit period.
2. if an Insured Person suffers a Covered Injury or Covered Illness that is payable under more than one of the following benefits, the most the Company will pay is the greater of the largest principal sum or the largest single benefit amount payable shown on the *Policy Schedule of Benefits* for any benefit for which the Insured Person qualifies:
 - Covered Injury Death Benefit;
 - Covered Illness Death Benefit;
 - HIV Positive Diagnosis Lump Sum Benefit;
 - Dismemberment; Loss of Speech or Hearing Benefit;
 - Vision Impairment Benefit;
 - Permanent Physical Impairment Benefit; or
 - Paralysis Benefit.
3. if an Insured Person is covered under more than one Policyholder Blanket Accident Policy issued by the Company, the total benefits payable will not exceed those payable under the policy that provides the greatest benefit.

Section I: DEATH BENEFITS

I.A. COVERED INJURY DEATH BENEFIT

If an Insured Person sustains a Covered Injury that directly causes the loss of life, the Company will pay the Principal Sum shown on the *Policy Schedule of Benefits*.

I.B. COVERED ILLNESS DEATH BENEFIT

If an Insured Person suffers a Covered Illness that directly causes the loss of life, the Company will pay the Principal Sum shown on the *Policy Schedule of Benefits*.

I.C. HIV POSITIVE DIAGNOSIS LUMP SUM BENEFIT

If an Insured Person tests positive for HIV as a direct result of participation in a Covered Activity, the Company will pay the Benefit Amount shown on the *Policy Schedule of Benefits*.

An Insured Person may choose, as an option, to receive this benefit in lieu of the Permanent Physical Impairment Benefit, Covered Illness Death Benefit or Covered Injury Death Benefit.

If an Insured Person receives this benefit, the Covered Injury Death Benefit, Covered Illness Death Benefit, or Permanent Physical Impairment Benefit will not be applicable for the same Covered Activity.

I.D. BEREAVEMENT BENEFIT

If a Covered Injury Death Benefit or Covered Illness Death Benefit is payable under this Policy, an amount up to the Maximum Benefit Amount shown on the *Policy Schedule of Benefits* will be paid for out-of-pocket expenses actually incurred by the Policyholder or Participating Organization for the following expenses that are directly associated with an Insured Person's loss of life: 1) reasonable cost of bereavement counseling and 2) the reasonable costs associated with the memorial service, wake, honor guard, or other tribute to the Insured Person. This benefit is payable to the Policyholder or Participating Organization.

Any such payments made in good faith will fully discharge us to the extent of such payment.

I.E. DEPENDENT CHILD BENEFIT

If a Covered Injury or Covered Illness Death Benefit is payable under the Policy, the Company shall pay the Benefit Amount shown on the *Policy Schedule of Benefits* for each Dependent Child. The Dependent Child Benefit is payable in addition to the Covered Injury Death Benefit or Covered Illness Death Benefit and other losses payable under this Policy.

The Benefit Amount will be paid directly to the Insured Person's beneficiary.

Payment made in this manner will release the Company from all liability to the extent of any payment made.

I.F. SEATBELT AND AIRBAG BENEFIT

If a Covered Injury Death Benefit is payable under this Policy and the Insured Person's death occurred in an Accident while he or she was wearing a properly fastened automobile seatbelt, the Company will pay the Seatbelt Benefit Amount shown on the *Policy Schedule of Benefits*. If the Seatbelt Benefit is payable, the additional Airbag Benefit Amount shown on the *Policy Schedule of Benefits* will be paid if the Insured Person was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag) when the Accident occurred.

This Seatbelt Benefit is not payable for Covered Injury sustained by an Insured Person while standing inside or on the tailboard of any vehicle.

I.G. FINAL EXPENSES BENEFIT

If a Covered Injury or Covered Illness Death Benefit is payable under this Policy, an amount up to the Maximum Benefit Amount shown on the *Policy Schedule of Benefits* will be paid for the following out-of-pocket expenses actually incurred by the beneficiary for expenses directly associated with an Insured Person's loss of life: all expenses related to the funeral and burial of the Insured Person, including transfer of the remains to the funeral home, all services of the Funeral Director and staff, embalming, dressing cosmetology and hair, use of the funeral home, printing and design cost use of the hearse and any limousines, cost of the casket, burial vault, cemetery charges including the grave, opening grave site, head stone and other items such as tents for protection from the weather, cremation expenses including transfer of the remains to the crematorium, and travel and other expenses of the Immediate Family, and all other expenses reasonably related to funeral services for an Insured Person of the Policyholder.

This benefit will be payable, at our option in good faith, to the individual who paid for the covered expenses or who is financially responsible for paying such expenses.

I.H. SPOUSAL BENEFIT

If a Covered Injury Death Benefit or Covered Illness Death Benefit is payable under the Policy, the Company shall pay the Benefit Amount shown on the *Policy Schedule of Benefits* to the Spouse of the deceased Insured Person.

I.I. SURVIVING SPOUSE EDUCATION BENEFIT

If an Insured Person suffers a Covered Injury Death or Covered Illness Death, the Company shall reimburse the surviving Spouse expenses incurred to enroll in an institution of higher learning or professional or trade training program, subject to the following conditions:

- The Company must approve the program in advance, which must be designed to teach or train the Spouse with the skills necessary to work in an occupation after the completion of the program;
- The Company and Spouse must enter into a written agreement detailing the program, costs and expected progress of the Insured Person;
- The Company will review the program and the progress of the Spouse at the end of each of the institution's term and will only continue to pay for the program if it meets the goals set out at the beginning of the program; and
- This Spouse must begin the program within 1 year of the Insured Person's death.

The Company shall reimburse the Spouse at the end of each year for tuition, books and supplies charged by the institution up to the Maximum Annual Benefit Amount shown on the *Policy Schedule of Benefits* for a period of time not exceed the Maximum Benefit Period or Maximum Benefit Amount shown in the *Policy Schedule of Benefits*. The Company shall not pay for expenses incurred by the Insured Person for which he or she is reimbursed by another source.

I.J. DEPENDENT CHILD EDUCATION BENEFIT

If an Insured Person suffers a Covered Injury Death or Covered Illness Death and a death benefit is payable under this Policy, the Company will pay expenses incurred by each Dependent Child for tuition, fees, books, room and board, transportation and any other costs payable directly to a school, or approved and certified by the school, up to the Maximum Benefit Amount shown on the *Policy Schedule of Benefits*.

In order to qualify for benefits, a qualifying Dependent Child must:

1. be a full-time student in an accredited school of higher learning beyond the 12th grade level on the date of the Insured Person's death, or begin studies as a full-time student at a school of higher learning within 2 years of the Insured Person's death and before reaching the limiting age shown in the Dependent Child definition; and
2. continue His education as a full-time student in such accredited school of higher learning.

Payments will be made to each qualifying Dependent Child or to the child's legal guardian if the child is a minor, at the end of each year up to the Maximum Benefit Period shown on the *Policy Schedule of Benefits*. The Company must receive proof satisfactory to Us of the Dependent Child's enrollment and attendance within 31 days of the end of each year. The first year for which a benefit is payable will begin on the first of the month following the date the Insured Person died, if the surviving Dependent Child was a full-time student on that date in an accredited school of higher learning beyond the 12th grade; otherwise on the date he or she begins studies in such school. Each succeeding year for which benefits are payable will begin on the date following the end of the preceding year.

Section II: IMPAIRMENT BENEFITS

II.A. DISMEMBERMENT, LOSS OF SPEECH OR HEARING BENEFIT

If an Insured Person sustains a Covered Injury that directly causes any of the Losses shown in the Table of Losses below, the Company will pay the Benefit Amount shown for the Loss. If more than one Loss results from the same Accident, the maximum amount payable is the Principal Sum. Unless provided otherwise in this Policy, these benefits will be paid in addition to any other payment for a Covered Injury or Covered Illness to which an Insured Person may be entitled under this Policy.

Loss of hand or foot means complete severance through or above the wrist or ankle. Loss of arm or leg means complete severance through or above the elbow or knee joint. Loss of thumb or index finger means actual severance through or above the metacarpi-phalange joints. Loss of second, third or fourth finger of either hand means actual severance of two or more phalanges. However, if one complete phalange but less than two phalanges is severed, the Company will pay 50% of the percentage shown for this loss shown in the Table of Losses below. Loss of speech means the entire and irrecoverable loss of the entire ability to speak. Complete loss of hearing means the entire and irrecoverable loss of the entire ability to hear in both ears.

When medical expenses are incurred in an effort to prevent one of these Losses, the amount payable for such Loss may be used for such medical expenses if the Maximum Medical Expense Benefit Amount shown on the *Policy Schedule of Benefits* has been paid. Any benefits paid for medical expenses in excess of the Maximum Medical Expense Benefit Amount will be deducted from the benefits payable under this benefit if the medical treatment fails to prevent the specific Loss.

Table of Losses

Loss	Benefit Amount
Loss of Both Hands or Both Feet	100% of the Impairment Principal Sum
Loss of One Hand and One Foot	100% of the Impairment Principal Sum
Complete Loss of Speech	100% of the Impairment Principal Sum
Complete Loss of Hearing in Both Ears	100% of the Impairment Principal Sum
Loss of One Arm or One Leg	75% of the Impairment Principal Sum
Loss of One Hand	50% of the Impairment Principal Sum
Loss of One Foot	50% of the Impairment Principal Sum
Loss of Thumb or Index Finger of Either Hand	25% of the Impairment Principal Sum
Loss of Second, Third or Fourth Finger of Either Hand	12.5% of the Impairment Principal Sum
Loss of any Joint on Either Finger or Toe	6.25% of the Impairment Principal Sum

II.B. VISION IMPAIRMENT BENEFIT

If an Insured Person suffers a vision impairment due to a Covered Injury or Covered Illness, the Company will pay a Vision Impairment Benefit for each impaired eye. The amount of the Vision Impairment Benefit for each eye shall be the product of the Percentage of Vision Impairment Principal Sum corresponding to the Degree of Vision Impairment as shown below, multiplied by the Vision Impairment Principal Sum shown in the *Policy Schedule of Benefits*.

If an Insured Person's sight was less than 20/20 before the Covered Injury or Covered Illness the Company will measure the vision impairment based upon the additional impairment measured after the Covered Injury or Covered Illness. Loss of Sight means the permanent, irrecoverable loss of the entire sight in that eye.

Vision Impairment Chart

Degree of Vision Impairment	Percentage of Vision Impairment Principal Sum Payable for Each Eye
20/20	0.00%
20/30	2.75%
20/40	5.50%
20/50	8.25%
20/60	11.00%
20/80	16.50%
20/100	22.00%
20/120	28.00%

Degree of Vision Impairment	Percentage of Vision Impairment Principal Sum Payable for Each Eye
20/150	36.00%
20/180	45.50%
20/200 or worse	50.00%
Loss of Sight of Both Eyes (20/200 or worse in both eyes)	100%
Loss of Sight of One Eye (20/200 or worse)	50.00%

II.C. COSMETIC DISFIGUREMENT FROM BURNS BENEFIT

If an Insured Person suffers Cosmetic Disfigurement from Burns as a result of a Covered Injury, the Company will pay a benefit payable based on the following formula:

1. determination of the Area Classification Factor for the burned area as set forth in the Cosmetic Burns Schedule as shown below;
2. the Area Classification Factor is multiplied by the percentage of body surface actually burned, up to the Maximum Allowable Percentage for Area Surface Burned for each Area Classification Factor as shown on the Cosmetic Burns Schedule, and as determined by the attending Physician; and
3. steps 1 and 2 above determine a percentage, which is then multiplied by the Cosmetic Disfigurement from Burns Principal Sum as shown on the *Policy Schedule of Benefits*.

This benefit will be paid in addition to any other benefit payable under this Policy with the exception of a benefit paid under the Dismemberment, Loss of Speech or Hearing Benefit for the same area burned.

If an Insured Person suffers burns in more than one area as a result of any one Covered Activity, the calculation above shall be performed for each burned area. The maximum amount payable under this benefit shall not exceed 100% of the Cosmetic Disfigurement from Burns Principal Sum.

Cosmetic Burns Schedule

Body Part	Area Classification Factor	Maximum Allowable Percentage for Area Surface Burned	Percentage of Cosmetic Disfigurement From Burns Principal Sum *
Face, Neck, Head	11	9%	100%
Hand & Forearm (Right)	5	4.5%	22.5%
Hand & Forearm (Left)	5	4.5%	22.5%
Upper Arm (Right)	3	4.5%	13.5%
Upper Arm (Left)	3	4.5%	13.5%
Torso (Front)	2	18%	36%
Torso (Back)	2	18%	36%
Thigh (Right)	1	9%	9%
Thigh (Left)	1	9%	9%
Lower Leg (Right/below knee)	3	9%	27%
Lower Leg (Left/below knee)	3	9%	27%

*The percentage shown is based on 100% of the Body Part identified being burned.

II.D. PERMANENT PHYSICAL IMPAIRMENT BENEFIT

If an Insured Person suffers a Covered Injury or Covered Illness that results in a Permanent Physical Impairment of a body part, the Company will pay a Permanent Physical Impairment Benefit as shown on the *Policy Schedule of Benefits*.

The amount of the Permanent Physical Impairment Benefit will be determined by the product of the impairment percentage assigned by an examining Physician of Our choice, multiplied by the Permanent Physical Impairment Principal Sum. The impairment value shall be expressed as a percentage, taking into account the body part(s) permanently impaired as that part(s) relates to an Insured Person's whole person. The examining Physician will determine the impairment percentage by using the American Medical Association's "Guide to Evaluation of Permanent Impairment" most current at the time of the claim.

If an Insured Person had a pre-existing physical impairment prior to the Covered Injury or Covered Illness, the impairment value of the pre-existing physical impairment will be deducted from the impairment value calculated after the Covered Injury or Covered Illness in order to determine the amount of the Permanent Physical Impairment Benefit.

If an Insured Person suffers a Covered Injury or Covered Illness that results in over 90% Permanent Physical Impairment, the Company will pay 125% of the Permanent Physical Impairment Benefit as shown on the *Policy Schedule of Benefits*.

II.E. FELONIOUS ASSAULT BENEFIT

If an Insured Person suffers a Covered Injury as a result of a Felonious Assault that is directed at the Insured Person while participating in a Covered Activity, the Company will pay an additional benefit as shown on the *Policy Schedule of Benefits* if any of the following benefits are payable for the same Covered Injury:

- Covered Injury Death Benefit;
- Dismemberment, Loss of Speech or Hearing Benefit;
- Vision Impairment Benefit;
- Cosmetic Disfigurement From Burns Benefit;
- Covered Injury Permanent Physical Impairment Benefit;
- Paralysis Benefit; or
- After 26 consecutive weeks of Weekly Total Disability or Partial Disability Benefits, beginning after the end of the 26th week, the Company will pay an additional weekly benefit as shown in the *Policy Schedule of Benefits*.

II.F. IMPAIRMENT MODIFICATION BENEFIT

If, due to Total Disability or Partial Total Disability, an Insured Person sustains a permanent physical limitation or impairment that poses a safety risk or inhibits an Insured Person's ability to maintain independence in his or her current transportation or living situation, the Company will pay the reasonable cost of the following Impairment Modifications:

1. alterations to an Insured Person's residence to make it wheelchair accessible and/or habitable; and
2. modifications necessary to a motor vehicle, owned by an Insured Person, to make the vehicle accessible or operable for an Insured Person.

The Impairment Modifications:

1. must be subject to a written agreement between the Insured Person and the Company which includes the costs and reasons for the modifications;
2. do not include charges that would not have been absent insurance; and
3. only include amounts incurred by the Insured Person for which he or she is not reimbursed by another source.

II.G. PARALYSIS BENEFIT

If an Insured Person suffers Paralysis resulting from a Covered Injury or Covered Illness, the Company will pay a Paralysis Benefit, provided that the Paralysis occurs within the time period from the Covered Injury or Covered Illness shown on the *Policy Schedule of Benefits*. The Benefit Amount is based on the type of Paralysis and shall be equal to the benefit percentage for that type of Paralysis shown below multiplied by the Paralysis Principal Sum shown in the *Policy Schedule of Benefits*.

<u>Paralysis</u>	<u>Benefit Amount</u>
Quadriplegia	125% of the Paralysis Benefit Principal Sum
Paraplegia	75% of the Paralysis Benefit Principal Sum
Hemiplegia	75% of the Paralysis Benefit Principal Sum
Uniplegia	75% of the Paralysis Benefit Principal Sum

Section III: INCOME PROTECTION BENEFITS

III.A. WEEKLY TOTAL DISABILITY BENEFITS

III.A.I. COVERED INJURY MINIMUM WEEKLY TOTAL DISABILITY BENEFIT

If an Insured Person is Totally Disabled as the result of a Covered Injury, the Company will pay the Minimum Weekly Benefit Amount shown on the *Policy Schedule of Benefits*. The Weekly Total Disability Benefit shall be payable for a period up to the Maximum Benefit Period shown on the *Policy Schedule of Benefits*, provided the Insured Person remains Totally Disabled as a result of the Covered Injury.

III.A.II. COVERED ILLNESS MINIMUM WEEKLY TOTAL DISABILITY BENEFIT

If an Insured Person is Totally Disabled as the result of a Covered Illness, the Company will pay the Minimum Weekly Benefit Amount shown on the *Policy Schedule of Benefits*. The Weekly Total Disability Benefit shall be payable for a period up to the Maximum Benefit Period shown on the *Policy Schedule of Benefits*, provided the Insured Person remains Totally Disabled as a result of the Covered Illness.

III.A.III. COVERED INJURY WEEKLY EARNED INCOME REPLACEMENT BENEFIT

If an Insured Person is Totally Disabled as a result of a Covered Injury and the Minimum Weekly Total Disability Benefit Amount is being paid, the Company will pay a Covered Injury Weekly Earned Income Replacement Benefit.

The amount of the Covered Injury Weekly Earned Income Replacement Benefit shall be computed as follows:

- a. the Insured Person's Weekly Earned Income less the combined total of:
- b. the Covered Injury Minimum Weekly Total Disability Benefit Amount; and
- c. the Loss of Earnings Coverage.

In no event will the Covered Injury Weekly Earned Income Replacement Benefit exceed the Maximum Weekly Benefit Amount shown on the *Policy Schedule of Benefits*.

The Covered Injury Weekly Earned Income Replacement Benefit will be paid for the Maximum Benefit Period shown on the *Policy Schedule of Benefits*, provided the Insured Person remains Totally Disabled as a result of the Covered Injury.

III.A.IV. COVERED ILLNESS WEEKLY EARNED INCOME REPLACEMENT BENEFIT

If an Insured Person is Totally Disabled and the Covered Illness Minimum Weekly Total Disability Benefit is being paid, the Company will pay a Covered Illness Weekly Earned Income Replacement Benefit.

The amount of the Covered Illness Weekly Earned Income Replacement Benefit shall be computed as follows:

- a. the Insured Person's Weekly Earned Income less the combined total of:
- b. the Covered Illness Minimum Weekly Total Disability Benefit Amount; and
- c. the Loss of Earnings Coverage.

In no event will the Covered Illness Weekly Earned Income Replacement Benefit exceed the Maximum Weekly Benefit Amount shown on the *Policy Schedule of Benefits*.

The Covered Illness Weekly Earned Income Replacement Benefit will be paid for the Maximum Benefit Period shown on the *Policy Schedule of Benefits*, provided the Insured Person remains Totally Disabled as a result of the Covered Illness.

III.B. PARTIAL DISABILITY BENEFIT

If an Insured Person suffers a Covered Injury or Covered Illness that results in a Partial Disability, the Company will pay a Partial Disability Benefit, as provided on the *Policy Schedule of Benefits*, if an Insured Person returns to any Reasonable Occupation at lower rate of Weekly Earned Income than he or she was earning prior to becoming Totally Disabled or Partially Disabled.

The Weekly Benefit Amount shall be computed as follows:

- a. the Insured Person's Weekly Earned Income less the combined total of:
- b. earnings from any Reasonable Occupation; and
- c. the Loss of Earnings Coverage.

In no event will the Partial Disability Benefit exceed the Maximum Weekly Benefit Amount shown on the *Policy Schedule of Benefits*.

The Partial Disability Benefit will be paid for the Maximum Benefit Period shown on the *Policy Schedule of Benefits*, provided the Insured Person remains Partially Disabled as a result of the Covered Injury or Covered Illness.

III.C. COST OF LIVING ADJUSTMENTS

After each Review Date, the Company will make Cost of Living Adjustments as set forth below:

If only the Covered Injury or Covered Illness Minimum Weekly Total Disability Benefit is payable, the Company will increase the benefit then payable by the greater of (a) 5% or (b) the CPI-U at the time. In no event will the increase exceed 8%.

If the Covered Injury or Covered Illness Minimum Weekly Total Disability Benefit and the Covered Injury or Covered Illness Weekly Earned Income Replacement Benefits are payable, the Company will increase the combined benefit then payable by the greater of (a) 5% or (b) the CPI-U at the time, of the Weekly Earned Income at the time the Insured Person's Disability began. In no event will the increase exceed 8%.

If, for 52 consecutive weeks, disability benefits are payable through a combination of the Covered Injury or Covered Illness Minimum Weekly Total Disability Benefit, Covered Injury or Covered Illness Weekly Earned Income Replacement Benefit, Partial Disability Benefits, or only Partial Disability Benefits, the company will increase the average weekly benefit paid during the prior 52 weeks by the greater of (a) 5% or (b) the CPI-U at the time. In no event will the increase exceed 8%.

These adjustments will be made after each Review Date and will be compounded. Any increased benefits apply to the 52 weeks of continuous disability immediately following the date of adjustment. In no event will any computed benefit exceed three (3) times the Maximum Covered Injury or Covered Illness Weekly Total Disability Benefit Amount shown on the *Policy Schedule of Benefits*.

III.D. FIRST WEEK TOTAL DISABILITY BENEFIT

For the first week that an Insured Person is Totally Disabled due to a Covered Injury or Covered Illness, the Company will pay a First Week Disability benefit that shall be computed as follows:

- a. the Insured Person's Weekly Earned Income less the combined total of:
- b. the Covered Injury or Covered Illness Minimum Weekly Total Disability Benefit;
- c. the Covered Injury or Covered Illness Weekly Earned Income Replacement Benefit; and
- d. Loss of Earnings Coverage.

In no event will the First Week Total Disability Benefit exceed the Maximum First Week Disability Benefit Amount shown on the *Policy Schedule of Benefits*.

To the extent that the calculation above results in no loss of Weekly Earned Income, no First Week Total Disability Benefit will be payable. This benefit shall be payable based on actual loss of Weekly Earned Income per day not to exceed the First Week Disability Benefit shown on the *Policy Schedule of Benefits*.

III.E. TRANSITION BENEFIT

If an Insured Person is given a release to return to his or her primary employer after having received Weekly Total Disability Payments, Earned Income Replacement Weekly Total Disability Payments, or Partial Disability Payments under this Policy for a Covered Injury or Covered Illness, but his or her primary employer has terminated his or her employment due to the Covered Injury or Covered Illness that led to the Total Disability or Partial Disability, the Company will continue to pay disability benefits previously payable under this Policy for a period of up to the Maximum Benefit Period shown on the *Policy Schedule of Benefits* while an Insured Person actively seeks employment.

III.F. RETRAINING BENEFIT

If an Insured Person, as a result of a Covered Injury or Covered Illness, cannot find and maintain a Regular Occupation, the Company will pay for the Insured Person to enroll in an institution of higher learning or professional or trade training program, subject to the following conditions:

- the Company must approve the program in advance, which must be designed to teach or train the Insured Person with skills to obtain a Reasonable Occupation;
- the Company and Insured Person must enter into a written agreement detailing the program, costs and expected progress of the Insured Person; and
- the Company will review the program and the progress of the Insured Person at the end of each of the institution's term and will only continue to pay for the program if it meets the goals set out at the beginning of the program.
- The Company shall pay the actual costs incurred by the Insured Person for tuition, books and supplies charged by the institution up to the Maximum Benefit Amount shown on the *Policy Schedule of Benefits*. The Company shall not pay for expenses incurred by the Insured Person for which he or she is reimbursed by another source.
- Participation in the program by an Insured Person will not, in and of itself, be considered a recovery from a Total Disability or Partial Disability. Benefits for disability will continue as provided by the Policy while an Insured Person is actively participating in the program.

EXCLUSIONS THAT APPLY TO THE INCOME PROTECTION BENEFITS

In addition to the Exclusions provided under the Policy, no Income Protection Benefits shall be payable in the following instances, unless coverage is specifically provided:

1. during the Insured Person's incarceration in a penal or corrections institution. Payments may resume after incarceration as long as the Insured Person remains Totally Disabled and remains covered under the Policy; or
2. the Insured Person is not receiving Appropriate Care.

LIMITATIONS

1. Total Disability or Partial Disability claims resulting from athletic events that are not Organized League Athletic Events will be limited to a maximum period of up to 156 weeks.
2. In no event will benefits be payable to an Insured Person for more than one disability at the same time.
3. An Insured Person may reopen his or her claim at any time up to 5 years following a period of Total Disability or Partial Disability for either Covered Injuries or Covered Illnesses for which payments were made under this Policy.
4. If an Insured Person is covered by multiple Accident Policies issued by the Company, the total amount of Income Protection Benefits payable under all policies will be a weekly benefit amount up to a maximum of \$1,000.

Section IV: MEDICAL EXPENSE BENEFITS

IV. A. MEDICAL EXPENSE BENEFIT

The Company will pay 100% of the Reasonable and Customary Charges for the Covered Medical Expenses incurred by an Insured Person as a result of a Covered Injury or Covered Illness. The amount payable will be subject to the following conditions and limitations:

- The Company shall not pay more than the Maximum Medical Expense Benefit Amount shown on the *Policy Schedule of Benefits* for all Covered Medical Expenses resulting from the same Covered Injury or Covered Illness.
- The Company may have a different Maximum Medical Expense Benefit Amount depending on whether the Covered Medical Expenses result from a Covered Injury or Covered Illness. The different amounts, if any, are contained on the *Policy Schedule of Benefits*.

IV. B. PLASTIC SURGERY EXPENSE BENEFIT

If the Insured Person incurs expenses that exceed the Maximum Medical Expense Benefit Amount provided under the Medical Expense Benefit as shown on the *Policy Schedule of Benefits*, the Company shall provide an additional amount for Covered Medical Expenses incurred for plastic surgery that is Medically Necessary due to a Covered Injury. The additional amount is a percentage of the Maximum Medical Expense Benefit Amount provided under the Medical Expense Benefit and is shown on the *Policy Schedule of Benefits*.

EXCLUSIONS FOR MEDICAL EXPENSE BENEFIT AND THE PLASTIC SURGERY EXPENSE BENEFIT

In addition to the Exclusions provided under the Policy, no Medical Expense Benefit or Plastic Surgery Expense Benefits shall be payable for the following treatments or services, unless coverage is specifically provided:

1. benefits paid or payable under any Workers' Compensation Act or similar law, or under any no fault automobile insurance plan or similar law. If an Insured Person settles a Workers' Compensation claim, including medical expenses under Workers' Compensation, medical expenses rising from the injury or occupational disease that led to the Workers' Compensation claim will be deemed to be payable under Workers' Compensation for purpose of determining Covered Medical Expenses; or
2. any elective or routine treatment, surgery, health treatment, or examination, including any service, treatment or supplies that: (a) are deemed by the Company to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States.

Other exclusions that apply to this benefit are in the General Exclusions section.

Section V: ADDITIONAL BENEFITS

V.A. DAILY HOSPITAL CONFINEMENT AND OUTPATIENT TREATMENT BENEFIT

If, due to a Covered Injury or Covered Illness, an Insured Person is admitted to a Hospital on an Inpatient basis, the Company will pay the Daily Benefit Amount shown on the *Policy Schedule of Benefits* for each full day an Insured Person is confined as an Inpatient to the Hospital. The number of days payable under this benefit will not exceed the Maximum Benefit Period for Hospital confinement shown on the *Policy Schedule of Benefits*.

Treatment after Discharge

If, after a period of being confined as an Inpatient in a Hospital due to a Covered Injury or Covered Illness, an Insured Person requires Outpatient physical therapy, rehabilitation or follow-up Physician visits for the treatment of the Covered Injury or Covered Illness, the Company will pay the Daily Benefit Amount for each day of such Outpatient treatment. The number of days payable under this benefit will not exceed the Maximum Benefit Period for treatment after discharge shown on the *Policy Schedule of Benefits*. The Company will only make one payment per day, regardless of the number of appointments an Insured Person attends on any given day.

Treatment without Hospital Confinement

If, due to a Covered Injury or Covered Illness, an Insured Person does not require confinement as an Inpatient in a Hospital, but does require Outpatient physical therapy, rehabilitation and/or follow-up Physician visits, the Company will pay the Daily Benefit Amount shown on the *Policy Schedule of Benefits* for each day of such Outpatient treatment. The number of days payable under this benefit will not exceed the Maximum Benefit Period for treatment without Hospital confinement shown on the *Policy Schedule of Benefits*. The Company will only make one payment per day, regardless of the number of appointments an Insured Person attends on any given day.

V.B. DAILY CRITICAL CARE BENEFIT

If, due to a Covered Injury or Covered Illness, an Insured Person is Hospital confined to an intensive care, trauma, critical care, burn or similar specialty unit, the Company will pay the Daily Benefit Amount shown in the *Policy Schedule of Benefits* for each full day of such confinement. The number of days payable under this benefit will not exceed the Maximum Benefit Period shown on the *Policy Schedule of Benefits*. This payment is in lieu of the Daily Hospital Confinement Benefit.

V.C. FAMILY EXPENSE BENEFIT

If, as a result of a Covered Injury or Covered Illness, an Insured Person requires medical treatment that causes an Immediate Family Member or a significant other to accompany an Insured Person for treatment or to help treat an Insured Person, the Company will pay the following reasonable expenses actually incurred by the Immediate Family Member or significant other and not reimbursed by another source: loss of wages, out of pocket expenses, hotel accommodations, parking, childcare or other expenses reasonably related to treatment or care of the Insured Person. The most the Company will pay under this benefit is the Maximum Family Expense Benefit Amount shown on the *Policy Schedule of Benefits*.

V.D. OCCUPATIONAL REHABILITATION BENEFIT

If an Insured Person is receiving Weekly Total Disability Benefits or Partial Disability Benefits, he or she may be eligible for a rehabilitation program. The Company will pay up to the Maximum Benefit Amount shown on the *Policy Schedule of Benefits* for the program as set forth in a written agreement. The goal of the rehabilitation program will be to return an Insured Person to the workforce in a Reasonable Occupation for which he or she is reasonably suited considering the Covered Injury or Covered Illness sustained.

The Company may provide, arrange or authorize educational, vocational or physical rehabilitation or other services. The other services and expenses that might be provided may include:

- coordination of physical rehabilitee and medical services;
- financial and business planning;
- vocational evaluation and transferable skills analysis;
- career counseling and retraining;
- labor market surveys and job placement services; and
- evaluation of necessary worksite modifications and adaptive equipment and may include work on a part time basis.

The Company can periodically review the program and an Insured Person's progress. The Company will continue to pay for the program as long as the Company determines that the program is helping an Insured Person return to the workforce.

An Insured Person's participation in a rehabilitation program will not, in and of itself, be considered a recovery from Total Disability or Partial Disability. Benefits for Weekly Total Disability or Partial Disability will continue as provided by the Policy while an Insured Person is actively participating in the program.

V.E. MENTAL STRESS MANAGEMENT BENEFIT

If an Insured Person suffers psychiatric or mental stress illness as a direct result of either being actively engaged in a single emergency incident or repeated active engagement in emergency incidents as a member of the Policyholder, the Company will pay a Mental Stress Management Benefit, in accordance with Sections III, IV and V of this Policy, subject to the Maximum Benefit Amount shown on the *Policy Schedule of Benefits*. The Insured Person must be receiving care by a Physician properly licensed to provide such care and the care must be appropriate for the condition causing the psychiatric or mental stress.

V.F. TRAUMATIC INCIDENT BENEFIT

The Company will pay the reasonable expenses for the services provided by a Traumatic Incident Stress Management Team if such services are requested and authorized by the Policyholder as a result of a Traumatic Incident. Expenses must be incurred within the time specified on the *Policy Schedule of Benefits* and are subject to the Traumatic Incident Aggregate Maximum Benefit Amount shown on the *Policy Schedule of Benefits*. The Traumatic Incident Aggregate Maximum Benefit Amount is the maximum that will be paid per Traumatic Incident, regardless of the number of Insured Persons treated.

V.G. HEALTH INSURANCE PREMIUM BENEFIT

If medical or health insurance premiums previously paid by the Insured Person's employer have been discontinued as a result of an Insured Person's Covered Injury, Covered Illness, Total Disability or Partial Disability, disability benefits are paid under this Policy, and the Insured Person incurs out of pocket costs for those medical or health insurance premiums, the Company shall pay the amount the Insured Person's employer previously paid for those medical or health insurance premiums. The Company will not pay more than the Maximum Benefit Amount shown on the *Policy Schedule of Benefits*.

This benefit is not payable if: 1) the Policyholder provides health insurance benefits for the Insured Person; or 2) the Insured Person provided and paid for their own health insurance benefits.

If the Insured Person was responsible for any portion of the medical or health insurance premium prior to the Covered Injury or Covered Illness, that portion of the medical or health insurance premium will not be paid under this benefit.

CLAIMS PROVISIONS

CLAIM FORMS

Our administrator 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 Company received notice of claim, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in the Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which the claim is made. The notice should include the Insured Person's name, the Policyholder's name and the Policy number. Any forms that may be required to be provided under this subsection may be provided in electronic or paper form.

NOTICE OF CLAIM

A written incident report must be made to the Policyholder or Our administrator within 20 days, or as soon as reasonably possible, after the Covered Activity that may give rise to a loss under this Policy. Written notice of claim must be given to Our administrator within 20 days after the occurrence or commencement of the Insured Person's Covered Injury or Covered Illness or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company or to its designated authorized agent, with information sufficient to identify the Insured Person, is deemed notice to the Company. Any notices that may be required to be provided under this subsection may be provided in electronic or paper form.

PROOF OF LOSS

In case of a claim for loss of time from disability, written proof of loss must be furnished within ninety (90) days of the date of such loss, or as soon as reasonably possible. Subsequent written proof of the continuance of such disability must be furnished at such time, in such manner and at such place as We may reasonably require.

For any loss other than a disability loss, written proof of loss must be furnished within ninety (90) days after such loss, or as soon as reasonably possible.

Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish 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. Any forms that may be required to be provided under this subsection may be provided in electronic or paper form.

PAYMENT OF CLAIMS

All benefits will be paid in United States currency. After We received written proof of loss of time due to disability, disability benefits payable under the Policy for loss of time will be paid monthly during the continuance of the period for which the Company is liable. Benefits for any other loss covered by this Policy will be paid immediately after proof of loss is received. The balance of any unpaid benefits at the termination of the period for which the Company is liable will be paid immediately after receipt of proof. Any payment We make in good faith will end Our liability to the extent of the payment of loss of life claims.

PAYMENT OF LOSS OF LIFE CLAIMS

Upon receipt of due written proof of death, unless otherwise indicated in a specific benefit, benefits for a loss of life claim will be paid to the beneficiary named by an Insured Person when he or she became covered under this Policy. An Insured Person has the right to change his or her beneficiary at any time by completing a form, approved by us, and submitting it to the Policyholder. The new beneficiary designation will be effective as of the date an Insured Person signed the required form. However, if We have taken any action or made any claim payment before the Policyholder receives an Insured Person's request to change his or her beneficiary, that change will not go into effect.

If an Insured Person does not name a beneficiary or names more than one beneficiary but does not designate their order or share of payments, the beneficiaries will share equally. The share of a beneficiary who dies before an Insured Person, or the share of a beneficiary who is disqualified will pass to any surviving beneficiaries in the order designated by an Insured Person.

If an Insured Person does not name a beneficiary, or if a named beneficiary is disqualified, or if all named beneficiaries die before an Insured Person, We have the option of paying death benefits to an Insured Person's estate or surviving family members in the order listed below:

1. Spouse;
2. child or children, equally if living;
3. mother or father, equally or to the survivor; or
4. sisters or brothers, equally or to the survivor or survivors.

COOPERATION OF THE INSURED PERSON

Coverage under this Policy may terminate for any Insured Person who fails to cooperate with the Company in the administration of the 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.

RIGHT TO OFFSET

If We determine that an overpayment of any benefit payable under this Policy has been made to an Insured Person due to fraud or any error We make in processing a claim, We reserve the right to:

1. offset said overpayment against any amounts otherwise payable to an Insured Person;
2. request reimbursement from an Insured Person for any overpayment made; or
3. bring legal action against an Insured Person to recover any overpayment.

RIGHT OF RECOVERY

If an Insured Person incurs expenses due to a Covered Injury or Covered Illness and the loss is caused by the act or omission of another person, an Insured Person may have a claim against the other person. If recovery is made, an Insured Person must repay us the recovery made from: (1) the other person; or (2) the other person's insurer. We will only have such right against excess funds and only if an Insured Person is made whole.

This right of recovery provision also applies when an Insured Person receives payment under an uninsured or underinsured motorist insurance policy or plan.

PHYSICAL EXAMINATION AND AUTOPSY

We, at Our expense, have the right to have an Insured Person examined as often as is reasonable while a claim is pending. We may also request to have an Insured Person examined, at Our expense, as proof of continued loss. We reserve the right to select the examiner. In the case of death, We may request to have an autopsy performed where it is not forbidden by law.

LEGAL ACTIONS

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after the required proof of loss is furnished in accordance with the terms of this Policy. No action shall be brought at all unless brought within three (3) years from the expiration of the time within which proof of loss is required by the Policy.

LEGAL EXPENSE

If, while receiving benefits under this Policy, an Insured Person incurs legal expenses for the denial or appeal of a Workers' Compensation claim related to Covered Injury or Covered Illness with the in-force Workers' Compensation carrier, We will reimburse an Insured Person for such expenses up to a maximum of \$1,000. In no event will benefits be payable for liability, negligence or any other related lawsuit or action other than those specifically stated in this Policy. This benefit is payable for up to one (1) year following the date of the Covered Activity.

SUBROGATION

The Company has the right to recover all payments including future payments, which the Company has made, or will be obligated to pay in the future, to the Insured Person from anyone liable for the covered loss. If the Insured Person recovers from anyone liable for the covered loss, the Company will be reimbursed first from such recovery to the extent of the Company's payments to the Insured Person. The Insured Person agrees to assist the Company in preserving its rights against those responsible for such loss, including but not limited to, signing subrogation forms supplied by the Company.

ARBITRATION

Any contest to a claim denial under this Policy will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will occur at the offices of the American Arbitration Association nearest to the Insured Person or person claiming to be the beneficiary. The arbitrator(s) will not award consequential or punitive damages in any arbitration under this section. This provision does not apply if the Insured Person or the person claiming to be the beneficiary is a resident of a state where the law does not allow binding arbitration in an insurance policy, but only if this Policy is subject to its laws. In such a case, binding arbitration does not apply. This provision bars the institution of any individual or class action lawsuit brought by the Insured Person, his or her legal representatives, or beneficiary.

COORDINATION OF BENEFITS

The Coordination of Benefits (COB) provision applies when an Insured Person has health care coverage under more than one Plan. Plan is defined below.

The order of benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans do not exceed 100% of the total Allowable Expense.

Plan means any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same Plan and there is no COB among those separate contracts.

1. Plan includes: group and non-group insurance contracts, health maintenance organization (HMO) contracts, closed panel plans or other forms of group or group-type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.
2. Plan does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; limited benefit health coverage, as defined by state law; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage under (1) or (2) is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

This Plan means, in a COB provision, the part of the contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other Plans. Any other part of the contract providing health care benefits is separate from This Plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

Order of Benefit Determination Rules determine whether This Plan is a Primary Plan or Secondary Plan when the Insured Person has health care coverage under more than one Plan. When This Plan is primary, it determines payment for its benefits first before those of any other Plan without considering any other Plan's benefits. When This Plan is secondary, it determines its benefits after those of another Plan and may reduce the benefits it pays so that all Plan benefits do not exceed 100% of the total Allowable Expense.

Allowable Expense means a health care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any Plan covering the Insured Person. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid. An expense that is not covered by any Plan covering the Insured Person is not an Allowable Expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging an Insured Person is not an Allowable Expense.

The following are examples of expenses that are not Allowable Expenses:

1. The difference between the cost of a semi-private hospital room and a private hospital room is not an Allowable Expense, unless one of the Plans provides coverage for private hospital room expenses.
2. If an Insured Person is covered by 2 or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.
3. If an Insured Person is covered by 2 or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.
4. If an Insured Person is covered by one Plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another Plan that provides its benefits or services on the basis of negotiated fees, the Primary Plan's payment arrangement shall be the Allowable Expense for all Plans. However, if the provider has contracted with the Secondary Plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary Plan's payment arrangement and if the provider's contract permits, the negotiated fee or payment shall be the Allowable Expense used by the Secondary Plan to determine its benefits.
5. The amount of any benefit reduction by the Primary Plan because an Insured Person has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of plan provisions include second surgical opinions, precertification of admissions, and preferred provider arrangements.

Closed Panel Plan means a Plan that provides health care benefits to Insured Persons primarily in the form of services through a panel of providers that have contracted with or are employed by the Plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.

Custodial Parent means the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the calendar year excluding any temporary visitation.

ORDER OF BENEFIT DETERMINATION RULES

When an Insured Person is covered by two or more Plans, the rules for determining the order of benefit payments are as follows:

- A. The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits of under any other Plan.
- B. (1) Except as provided in Paragraph (2), a Plan that does not contain a coordination of benefits provision that is consistent with this regulation is always primary unless the provisions of both Plans state that the complying plan is primary.
(2) Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed Panel Plan to provide out-of-network benefits.
- C. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.
- D. Each Plan determines its order of benefits using the first of the following rules that apply:

(1) Non-Dependent or Dependent. The Plan that covers the Insured Person other than as a dependent, for example as an employee, member, policyholder, subscriber or retiree is the Primary plan and the Plan that covers the Insured Person as a dependent is the Secondary plan. However, if the Insured Person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the Insured Person as a dependent; and primary to the Plan covering the Insured Person as other than a dependent (e.g. a retired employee); then the order of benefits between the two Plans is reversed so that the Plan covering the Insured Person as an employee, member, policyholder, subscriber or retiree is the Secondary Plan and the other Plan is the Primary Plan.

(2) Dependent Child Covered Under More Than One Plan. Unless there is a court decree stating otherwise, when a Dependent Child is covered by more than one Plan the order of benefits is determined as follows:

(a) For a Dependent Child whose parents are married or are living together, whether or not they have ever been married:

The Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or

If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.

(b) For a Dependent Child whose parents are divorced or separated or not living together, whether or not they have ever been married:

(i) If a court decree states that one of the parents is responsible for the Dependent Child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to plan years commencing after the Plan is given notice of the court decree;

(ii) If a court decree states that both parents are responsible for the Dependent Child's health care expenses or health care coverage, the provisions of Subparagraph (a) above shall determine the order of benefits;

(iii) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the Dependent Child, the provisions of Subparagraph (a) above shall determine the order of benefits; or

(iv) If there is no court decree allocating responsibility for the Dependent Child's health care expenses or health care coverage, the order of benefits for the child are as follows:

- The Plan covering the Custodial Parent;
- The Plan covering the Spouse of the Custodial Parent;
- The Plan covering the non-Custodial Parent; and then
- The Plan covering the Spouse of the non-Custodial Parent.

(c) For a Dependent Child covered under more than one Plan of individuals who are the parents of the child, the provisions of Subparagraph (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the child.

(3) Active Employee or Retired or Laid-off Employee. The Plan that covers an Insured Person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan covering that same Insured Person as a retired or laid-off employee is the Secondary Plan. The same would hold true if an Insured Person is a dependent of an active employee and that same Insured Person is a dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D(1) can determine the order of benefits.

(4) COBRA or State Continuation Coverage. If an Insured Person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the Insured Person as an employee, member, subscriber or retiree or covering the Insured Person as a dependent of an employee, member, subscriber or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D(1) can determine the order of benefits.

(5) Longer or Shorter Length of Coverage. The Plan that covered the Insured Person as an employee, member, policyholder, subscriber or retiree longer is the Primary Plan and the Plan that covered the Insured Person the shorter period of time is the Secondary Plan.

(6) If the preceding rules do not determine the order of benefits, the Allowable Expenses shall be shared equally between the Plans meeting the definition of Plan. In addition, This Plan will not pay more than it would have paid had it been the Primary Plan.

Effect on The Benefits of This Plan

- A. When This Plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total Allowable Expenses. In determining the amount to be paid for any claim, the Secondary Plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any Allowable Expense under its Plan that is unpaid by the Primary Plan. The Secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all Plans for the claim do not exceed the total Allowable Expense for that claim. In addition, the Secondary Plan shall credit to its plan deductible any amounts it would have credited to its deductible in the absence of other health care coverage.
- B. If an Insured Person is enrolled in two or more Closed Panel Plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one Closed Panel Plan, COB shall not apply between that Plan and other Closed Panel Plans.

Right to Receive and Release Needed Information

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under This Plan and other Plans. The Company may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under This Plan and other Plans covering the person claiming benefits. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must provide any facts needed to apply these rules and determine benefits payable.

Facility of Payment

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, The Company may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. The Company will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means the reasonable cash value of the benefits provided in the form of services.

Right of Recovery

If the amount of the payments made under this Policy is more than should have been paid under this COB provision, The Company may recover the excess from one or more of the persons paid or for whom benefits have been paid; or from any other person or organization that may be responsible for the benefits or services provided for the Insured Person. The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

PREMIUMS AND RENEWALS PROVISIONS

POLICY TERM AND RENEWAL

The first term of this Policy starts on the Effective Date shown on the *Policy Schedule of Benefits* and ends on the Expiration Date, also shown on the *Policy Schedule of Benefits*. The Policy will remain in effect for the duration of the Policy Term if the premium is paid according to the agreed upon terms. Later terms will be the periods for which the Policyholder pays renewal premiums agreed upon when due. All terms will begin and end at 12:01 A.M., Standard Time, at the location of the Policyholder.

The Company or the Policyholder may terminate this Policy on any anniversary of the first Renewal Date by giving the other party written notice at least thirty (30) days prior to that date. In that event, this Policy will terminate on the specified anniversary date at 12:01 A.M., Standard Time. Any premium rate guarantee will not affect the Company's or the Policyholder's right to terminate this Policy. Termination or nonrenewal will be without prejudice to the rights of any Insured Person with respect to any benefits payable under this Policy that began while this Policy was in force.

PREMIUMS

Premiums are paid at the Company's Home Office or to the Company's authorized agent. Any premium remitted by the Policyholder to its agent or broker will not be considered paid until it is received by us at Our office. If any premium is not paid when due, this Policy will be cancelled at the end of the last period for which premium was paid, except as provided in the Grace Period provision.

The first premium is due on the Effective Date shown on the *Policy Schedule of Benefits*. The renewal premium for each term will be due on the day the preceding term ends, subject to the Grace Period, unless the Policyholder and the Company agree to another mode of premium payment.

We may change the premium rate on any Renewal Date of this Policy or whenever the terms or conditions of the Policy are changed.

PREMIUM RATE CHANGES

The Company may change premium rates at the end of any Policy Term or any Premium Rate Guarantee Period with at least 31 days advance notice mailed to the last known address of the Policyholder. The Company will not increase premium rates more frequently than annually, unless one of the events described below occurs.

The Company may change the premium rate during a Policy Term or during any applicable Premium Rate Guarantee Period if any one of the following occurs:

1. the terms of this Policy change;
2. the number of Insured Persons or Eligible Persons for coverage increases or decreases by more than 25% since the later of the Policy Effective Date and the date of the last renewal of this Policy;
3. coverage is reinstated following failure to pay premium during the Grace Period;
4. an acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by 25% or more the number of Insured Persons;
5. a change in any federal or state law or regulation is enacted, adopted or amended to the extent it affects the Company's benefit obligations under this Policy.

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

GRACE PERIOD

A grace period of thirty-one (31) days will be provided for the payment of any premium due after the first. During the grace period, the Policy shall continue in force, unless the Policyholder has given written notice of discontinuance in advance of the premium due date and in accordance with the Policy Term and Renewal provision.

Any renewal premium due must be paid, to Us, within the grace period following the renewal premium due date. If renewal premium is not paid within the thirty-one (31) day grace period, this Policy will automatically terminate at the end of the grace period. The Policyholder will be liable for the payment of a pro rata premium for the time the Policy was in force during the grace period.

PREMIUM AUDIT

The Company will have the right to audit books and records of the Policyholder at its place of business and during its regularly-scheduled business hours, in order to determine the accuracy of premiums paid.

REINSTATEMENT

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are a written application of the Policyholder satisfactory to the Company and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid.

GENERAL PROVISIONS

ENTIRE CONTRACT

This Policy, including the application (if any) and any attached amendments, endorsements, riders and/or attached papers represents the entire contract between the Policyholder and the Company. All statements made by the officers or trustees of the Policyholder shall, in the absence of fraud, be deemed representations and not warranties. No statement made by an Insured Person will be used in any contest under this Policy unless a copy of the statement is furnished to the Insured Person, or in the event of death or incapacity of the Insured Person, to the Insured Person's beneficiary or personal representative. No change in this Policy will be effective until approved by one of Our officers. This approval must be in writing and endorsed on or attached to this Policy. No agent can change this Policy or waive any of its provisions.

CONFORMITY WITH STATE STATUTES

Any provision of this Policy which is in conflict with the requirements of any state or federal law that applies to this Policy is changed to conform to the minimum requirements of such laws. Premiums may be changed, in accordance with the Premium Rate Change provision, to reflect these requirements.

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. This Policy is not a Workers' Compensation Policy. It does not provide Workers' Compensation benefits.

ADDITION OF NEW INSURED PERSONS

All Insured Persons added to the Classes of Eligible Persons in the *Policy Schedule* are eligible for insurance under this Policy.

ASSIGNMENT

The rights and benefits provided by this Policy, except as provided herein, may not be assigned. The payee may, after a benefit or series of benefits has become payable, assign only those benefits. Such assignment will be valid only if the Company receives it before any of those benefits have been paid and only for benefits payable for claims arising from the same Covered Injury or Covered Illness. Any other attempt to assign will be void.

This insurance may not be levied on, attached, garnished, or otherwise taken for a person's debts unless contrary to law.

CLERICAL ERROR

An Insured Person's coverage will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, the Company will adjust the premium fairly.

EXAMINATION OF THE POLICY

This Policy will be available for inspection at the Policyholder office during regular business hours.

INCONTESTABILITY

The validity of the Policy will not be contested after it has been in force for two years from the Policy Effective Date, except for non-payment of premium, misrepresentation or fraud.

Absent a showing of intentional fraud, no statement made by any Insured Person relating to insurability shall be used in contesting the validity of the insurance with respect to which the statement was made after the insurance has been in force prior to the contest for a period of two (2) years during the person's lifetime nor unless the statement is contained in a written instrument signed by the person making the statement.

However, the Company may contest coverage at any time based upon the Insured Person's ineligibility for coverage under the Policy or upon other provisions in the Policy.

MISSTATEMENT OF FACT

If the Policyholder has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

NONCOMPLIANCE WITH POLICY REQUIREMENTS

Any express or implied waiver by the Company of any requirements of this Policy is not a continuing waiver of such requirements. Any failure by the Company to enforce any Policy provision will not be a waiver or amendment of that provision.

RECORDS

The Policyholder or its authorized Administrator will maintain the records of the Insured Person's insurance under this Policy. The Company will be permitted to examine the Policyholder's records relating to the insurance under this Policy at any reasonable time. The Policyholder is acting as an agent of the Insured Person for transactions relating to this insurance. The actions of the Policyholder will not be considered the actions of the Company.

ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION PROVISIONS

EFFECTIVE DATE FOR INDIVIDUALS

Insurance becomes effective for the Eligible Person on the latest of the following dates:

1. the Policy Effective Date; and
2. the date the person becomes eligible.

In no event will insurance for the Eligible Person become effective before the Policy Effective Date.

EFFECTIVE DATE OF CHANGES

Any increase or decrease in the amount of insurance for the Insured Person resulting from a change in benefits provided by this Policy or a change in the Insured Person's covered class will take effect on the date of such change.

ELIGIBILITY

A person is eligible for insurance under this Policy when he or she meets the definition of Eligible Person shown in the *Policy Schedule of Benefits*. An Eligible Person may be insured under only one covered class, even though he or she may be eligible under more than one covered class.

TERMINATION OF INSURANCE

Insurance for the Insured Person will end on the earliest of:

1. the date the person is no longer in an Eligible Class; and
2. the date this Policy ends.

Termination does not affect a claim for a covered loss due to a Covered Injury or Covered Illness that occurs before the termination date. However, in no instance will benefits extend beyond the earliest of:

1. the end of the Benefit Period; and
2. the date benefits equal to any applicable benefit limit or maximums, as shown on the *Policy Schedule of Benefits*, have been paid.

Underwritten by:
AXIS Insurance Company
111 South Wacker Drive, Suite 3500
Chicago, Illinois 60606
(A Stock Company)

Administrative Office:
1 University Square Drive, Suite 200
Princeton, NJ 08540

Policyholder: Orangeville Township Fire Department
Policy Number: PRCO-90867-MI10081
Effective Date of this Rider: 07/01/2023

Career Or Part-Time Personnel Rider

This Rider is attached to and made part of the Policy as of the Effective Date shown above. It applies only with respect to Covered Injuries or Covered Illnesses that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider. See the *Policy Schedule of Benefits* of the Policy for the applicability of this Rider with respect to each class of Insured Persons.

Section III: INCOME PROTECTION BENEFITS

For Class II only, the following statement is added to the Limitations of the Income Protection Benefit section of the Policy:

If an Insured Person is approved for disability retirement or otherwise retires, all eligibility for Total Disability or Partial Disability terminates on the effective date of such retirement.

TERMINATION OF THIS RIDER

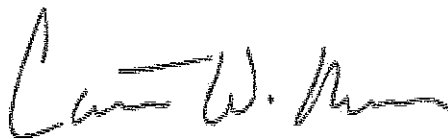
This Rider will end on the earlier of:

1. the date We receive written notice from the Policyholder to cancel this Rider; and
2. the date the Policy terminates.

The President and Secretary witness this Rider:



Secretary



President

OFAC NOTICE

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

Payment of claims under any insurance policy issued shall only be made in full compliance with all United States economic or trade and sanction laws or regulation, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").



HIPAA PRIVACY NOTICE

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.

AXIS Insurance Company values its relationship with you. Protecting the privacy of the information we have about you is of great importance to us. We want you to understand how we protect the confidentiality of information as well as how and why we use and disclose it. We are required by law to maintain the privacy of protected health information and to provide you with notice of our legal duties and privacy practices with respect to this information. "Protected health information" includes any individually identifiable information that we obtain from you or others that relates to your physical or mental health, the health care you have received, or payment for your healthcare.

This privacy policy applies to policies underwritten by AXIS Insurance Company. This notice explains your rights. It also explains our legal duties and privacy practices. We are required by federal law to give you this notice. We reserve the right to change the terms of this notice, and should that occur, we will provide you with a copy of the new notice.

HOW WE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION

We use and disclose your Protected Health Information (PHI) for the purposes of your treatment, for payment and for health care operations. Not every use or disclosure in a category is listed. However all of the ways that we may use or disclose PHI will fall within one of these categories.

Your Authorization: Except as outlined below, we will not use or disclose your PHI for any purpose unless you have signed a form authorizing use or disclosure. You may take away this authorization at any time, in writing. We will then stop using your PHI for that purpose. But, if we have already used or shared your PHI based on your authorization, we cannot undo any actions we took before you told us to stop.

For Payment: We use and disclose PHI as necessary for payment purposes. For example, we may use your PHI to process a claim or may give information to a doctor's office to confirm your benefits.

For Health Care Operations: We use and disclose PHI for our health care operations such as customer service, premium rating, fraud and abuse prevention and detection, and other functions related to your health policy. For example, we may use PHI to review the quality of care and services you get. We may also use PHI to provide you with case management or care coordination services.

For Treatment Activities: We do not provide treatment. This is the role of a health care provider such as your doctor or a hospital. But, we may share PHI with your health care provider so that the provider may treat you.

To Others: You may authorize us in writing to give your PHI to someone else for any reason. Also, if you are present, and provide authorization, we may give your PHI to a family member, friend or other person. We would do this if it has to do with your current treatment or payment for your treatment. If you are unavailable, incapacitated, or facing an emergency medical situation, we may share limited PHI with a family member, friend or other person if sharing your PHI is in your best interest.

As Allowed or Required by Law: We may also use or disclose your PHI, as allowed by federal law, for many types of activities. PHI can be shared for health oversight activities. It can also be shared for judicial or administrative proceedings, with public health authorities, for law enforcement reasons, and to coroners, funeral directors or medical examiners (about decedents). PHI can also be shared for certain reasons with organ donation groups, for research, and to avoid a serious threat to health or safety. It can be shared for special government functions, for workers' compensation, to respond to requests from the U.S. Department of Health and Human Services and to alert proper authorities if we reasonably believe that you may be a victim of abuse, neglect, domestic violence or other crimes. PHI can also be shared for any purpose as required by law.

We may share PHI with the sponsor of the plan or use in the administration of the plan. Plan sponsors that receive PHI are required by law to have controls in place to keep it from being used for reasons that are not proper.

YOUR HIPAA PRIVACY RIGHTS

Access to Your PHI

You have the right to obtain a copy and inspect specific items of your PHI, such as your policy or claim information, for as long as we maintain it. We may deny your request to access certain PHI, as permitted or required by law. We may require your request for access in writing. Your request for access should contain as much detail as possible regarding the PHI you wish to review. We may charge a reasonable fee for access to your PHI.

Amendments to Your PHI

You have the right to request that the PHI we maintain about you be amended or corrected if you believe it is incorrect. We are not legally obligated to make all requested amendments but will give each request appropriate consideration. Requests for amendment must be in writing and must state the reasons for the amendment request.

Accounting for Disclosures of Your PHI

You have the right to request an accounting of certain disclosures made by us of your PHI. Examples of disclosures that we are required to account for include those to state insurance departments, pursuant to valid legal process, or for law enforcement purposes. Requests must be made in writing. We are not legally obligated to provide an accounting of every disclosure but will give each request appropriate consideration. The accounting will not include disclosures made prior to June 1, 2011.

Restrictions on Uses and Disclosures of Your PHI

You have the right to request restrictions on certain uses and disclosures of your PHI for treatment, payment, or health care operations by notifying us of your request for a restriction in writing. We are not legally required to agree to your restriction request but will give each request appropriate consideration.

Confidential Communication of PHI

You have the right to request to receive communications from us regarding your PHI by another method of contact or at an alternative address. We will accommodate reasonable requests, which must clearly state that disclosure of all or part of the information could endanger your health or safety.

Right to a Copy of the Notice – You have the right to a paper copy of this Notice upon request by contacting us at the telephone number or address below.

Potential Impact of Other Applicable Laws

HIPAA (the federal privacy law) generally does not preempt, or override other laws that give people greater privacy protections. As a result, if any state or federal privacy law requires us to provide you with more privacy protections, then we must also follow that law in addition to HIPAA.

Complaints

If you think we have not protected your privacy, you can file a complaint with us. You may also file a complaint with the Office for Civil Rights in the U.S. Department of Health and Human Services in Washington, D.C. We will not take action against you for filing a complaint.

Contact Information

If you have questions or need further assistance regarding this Notice, or wish to exercise any of the abovementioned rights, you may write to us at

Administrative Address:

AXIS Insurance Company
1 University Square Drive, Suite 200
Princeton, NJ 08540
888.870.AXIS (2947)

General questions - please send to USSales.AccHealth@axiscapital.com

Please include your name, address, plan sponsor, and policy number in any correspondence.

Effective June 1, 2011

HIPAA

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: June 3 2025

DEPARTMENT: IT 228

PREPARED BY: Clerk Risner

SUBJECT: IT Contract

SPECIFIC ACTION(S) REQUESTED: Approve 3 year contract

DESCRIPTION OF ACTION: See attached contract

TIME FRAME OF ACTION: Effective immediately

FUNDING REQUIRED: YES X NO _____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) Local
2. IF LOCAL, SPECIFY FUND: IT Software/Support
IT Repairs & Maintenance
3. AMOUNT REQUESTED: Is in the budget
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly,
Annual, Etc.) Annual
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS _____

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: New Contract

ANY OTHER PERTINENT INFORMATION:

CONTACT PERSON WITH PHONE NUMBER: Clerk Risner 269 664-4522

Orangeville Township IT Technician Agreement

This Agreement entered into this ____ day of ____ 2025. By and Between

Orangeville Township, Barry County hereinafter referred to as the Township, and contractor

Merlex Computer Repair (Jesse Mo.in) hereinafter referred to as IT Technician.

Whereas: it is the desire of the Township to maintain the Township computers, server, printers and software programs operating correctly and to follow procedures necessary in an attempt to keep Township files protected from malicious cyber-attacks. It is agreed between the above parties as follows.

1. IT Technician will service and maintain Township computers annually and install virus protection and backup protection of the programs/files.
2. Whenever a computer issue occurs, Township staff will contact IT Technician for guidance and repair issues.
3. The attached fee schedule represents the cost of the proposed work. Virus protection and the server carbonite protection costs may vary annually due to vendor invoicing and prices cannot be guaranteed by Merlex Computer Repair.
4. IT Technician agrees that they shall not share security/data information or documents with any other persons who are not authorized to have this information or convey in any manner any information in files.
5. IT Technician further agrees that any remote access must have permission from Township staff.
6. Agrees to invoice costs of service payable within 14 days.

TERM OF AGREEMENT: This agreement shall be for a period three years beginning ____ day of ____ 2025, through 31st day of March 2028, and may be extended by mutual written agreement of the parties. Either party may terminate the contract with a 30-day written notice given to the other party.

Township Supervisor

Jesse Morin/Merlex Computer Repair

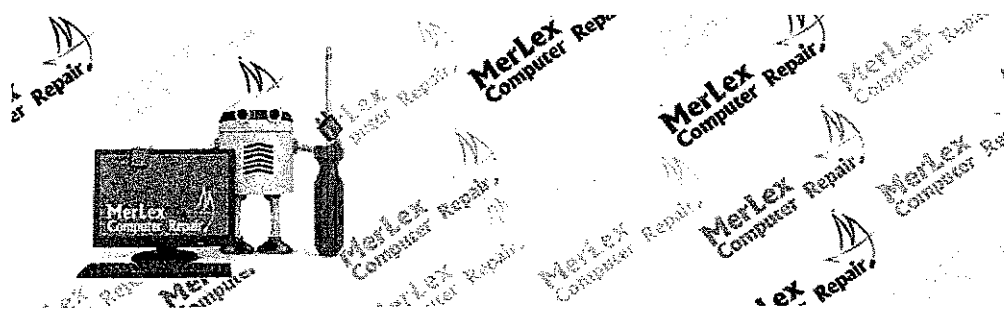


Date: June 3, 2025

Customer: Orangeville township

1. ESET Anti-Virus and Firewall protection for all computer
ESET Small Business Security for 8 computers with account \$195
2. **Annual maintenance: Computers and Server**
\$120 per computer
 1. Clean inside and out, blowout fans: Computer, monitor, Keyboard and mouse.
 2. 28-point tune-up and updates (remotely)
 3. Update Programs like BS&A
 4. Virus scans (remotely)
 5. Printers
 6. Network diagnostics
 7. Firmware updates
 8. Server-updates, remote connections, and backup
3. **Carbonite renewal**: \$800 Due annually on June 22nd
4. **Site fee charge and hourly rate**
 - 1: Site Fee: \$40
 2. \$80/Hour

Note: Price Could be less if it's something quick or can be done remotely.



AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: June 3, 2025

DEPARTMENT: Treasurer

PREPARED BY: Vivian Conner

SUBJECT: Procedure Policy for Investing Township Money

SPECIFIC ACTION(S) REQUESTED:

DESCRIPTION OF ACTION: Approve

TIME FRAME OF ACTION:

FUNDING REQUIRED: YES _____ NO X _____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) _____
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) _____
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: _____

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION:

CONTACT PERSON WITH PHONE NUMBER: Michelle Ritchie, 616-292-7961

Michigan Cooperative Liquid Assets Securities System (MI Class)

Treasurer logs into MI Class Portal

Login with Username & Password

Accounts are set up for the Orangeville Township General Fund, and the X-Voted Road Fund which are directly linked to their separate checking accounts. Daily interest.

The Treasurer monitors daily and there is no penalty for withdrawing. Withdrawal of monies would go directly into the appropriate checking account.

United Bank of Michigan & Highpoint Community Bank

Certificate of Deposit

Accounts include General Fund, Fire Millage Fund, and X-Voted Road Funds

Treasurer gets notification on the maturity 7-10 days prior via United States Post Office.

The treasurer has 10 days from the maturity date to roll over the CD, add money, or withdraw. Interest rates change daily depending on the term length of the CD. Interest accrues monthly. There is a penalty for withdrawing early.

The treasurer will notify the Township Board when new transactions are made, and will provide any interest income monthly with the Treasurer's Report.

