



TUBAC FIRE DISTRICT

2227 EAST FRONTAGE ROAD
P.O. BOX 2881
TUBAC, ARIZONA 85646
TELEPHONE: (520)398-2255

REGULAR MEETING OF THE BOARD OF DIRECTORS

The Tubac Fire District Board of Directors will meet in regular session on April 26, 2023, at 1:30 pm. The following topics and any variables thereto, will be subject to Board consideration, discussion, approval, or other action. All items are set for possible action. The Board may consider any item on this agenda in any order and at any time during the meeting. The Governing Board may convene into Executive Session for discussion or consultation for legal advice with its attorney regarding any item on this agenda, in accordance with A.R.S. § 38-431.03(A)(3).

Members of the public may attend the meeting in person, by viewing the livestream on the Tubac Fire District Facebook page, or by telephone by calling (346) 248-7799 and entering the Webinar ID, 864 6995 0206, if prompted.

NOTE: Executive Sessions are CONFIDENTIAL pursuant to A.R.S. § 38-431.03(C). Members of the public may not participate in Executive Sessions. Any Executive Session will take place through a remote method that is separate from the public conference call.

Members of the public who are not able to attend the meeting in person, may submit comments to the Board by email. The emails will be read out loud during the meeting. Please email any comments to bhamric@tubacfire.org. Emails must be received no later than 5pm the day before the meeting and must include your full name as well as your phone number (to allow District staff to contact you with any questions).

Agenda

1. Call to order and Pledge of Allegiance
2. Roll call of Board Members
3. Badge pinning and years of service recognition
 - a. Special guest the Honorable Emilio G. Velasquez, Justice of the Peace, will administer the oath of office:
 - i. Firefighter Maria Ruiz
 - ii. Chief Ben Guerrero
 - b. Chief Guerrero will present years of service:
 - i. Firefighter Tim Slate 15 years
 - ii. Captain Charlie Alvarez 15 years
4. Report from Board Members
5. Reading of public comments submitted via email
6. Call to the Public: "This is the time for the public to comment on items related to the Fire District. Members of the Board may not discuss items that are not on the agenda. Therefore, the Fire Board is not permitted to discuss or take action on any items raised in the Call to the Public which is not on the agenda due to restrictions of the Open Meeting Law; however, individual Board members are permitted to respond to criticism directed to them. Otherwise, the Board has discretion to direct the Fire Chief to review the matter or that the matter is placed on a future agenda. Those wishing to address the Board need not request permission in advance. A member of the public may speak for a reasonable time as determined by the Board on an oral presentation. If no time is specified,

the presumed time limit will be 3 minutes per person. The Fire Board Chair may adjust time limitations and all individuals desiring to address the Fire Board will have the same opportunity.

7. Correspondence
8. Chair's Report
9. Chief and Staff Report
 - a. Operations Update
 - b. Training
 - c. Wildland Update
 - d. Administration Update
10. Monthly Financial Report for March 2023
11. Consent Agenda
 - a. Approval of minutes from March 29, 2023
 - b. Approval of monthly financial reports
12. Discussion and information only regarding the Tubac Fire District FY 23/24 budget.
13. Discussion and possible action to approve Resolution No. 2023-01 appointing Chief Guerrero and Captain Hesly Guerrero as the authorized representative and alternate authorized representative with the Arizona Department of Emergency and Military Affairs. (Req: Guerrero)
14. Discussion and possible action to purchase an ambulance as a replacement for a 2008 Chevrolet Kodiak ambulance. (Req: Guerrero)
15. Presentation on Station 1 tower replacement project by AT&T representative William Daley. (Req: Benequista)
16. Discussion and possible action on employee benefits. (Req: Guerrero)
 - a. Medical Coverage Benefits
 - b. SECURIS Workers Compensation
 - c. VFIS Property and Cyber Security
17. Fire Station 1 items
 - a. Discussion and possible action to further formalize communication between Fire Chief, Board Chair, Fire Board and Community. (Req: Johnson)
 - b. Discussion and Possible Action to Revise Requirements to WSM Regarding Square Footage and Budget Restrictions or Other Items for the USDA Grant Application. (Req: Johnson)
 - c. Discussion and information only of the relocation of staff, equipment, and administration during the building of station 1. (Req: Bohman)
18. Future Agenda Items
19. Next meeting: May 31, 2023, at 1:30 p.m.
20. Adjourn meeting.

Notice of Meeting (Agenda) dated and posted April 24, 2023, by 5:00 p.m. local time by B.Hamric.

If any disabled person needs any type of accommodation, please notify the Tubac Fire District prior to the scheduled meeting time.

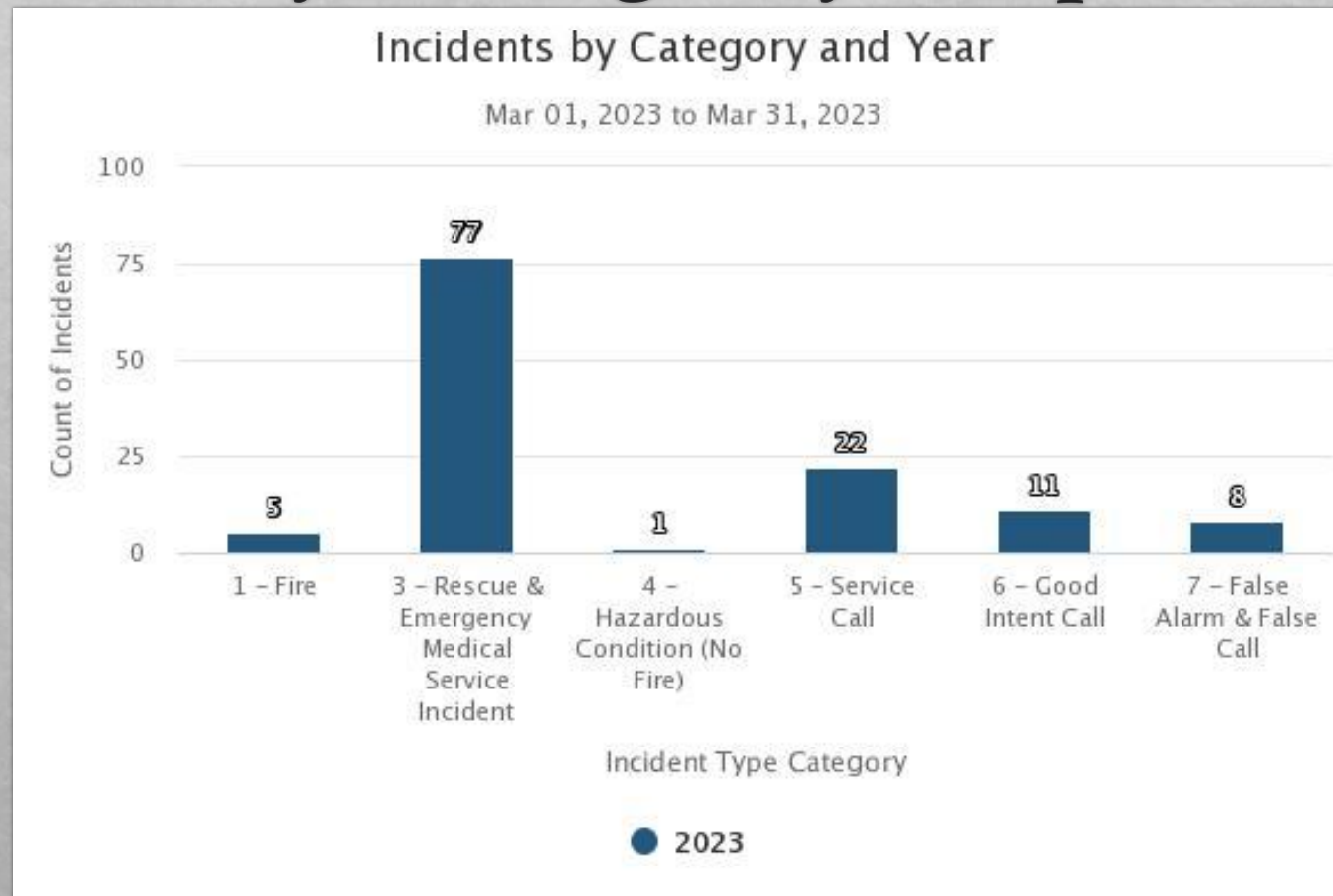


Staff Report
Tubac Fire Board
March 2023

Tubac Fire District is committed to the safety of our community through the delivery of fire suppression, medical services, and public education.

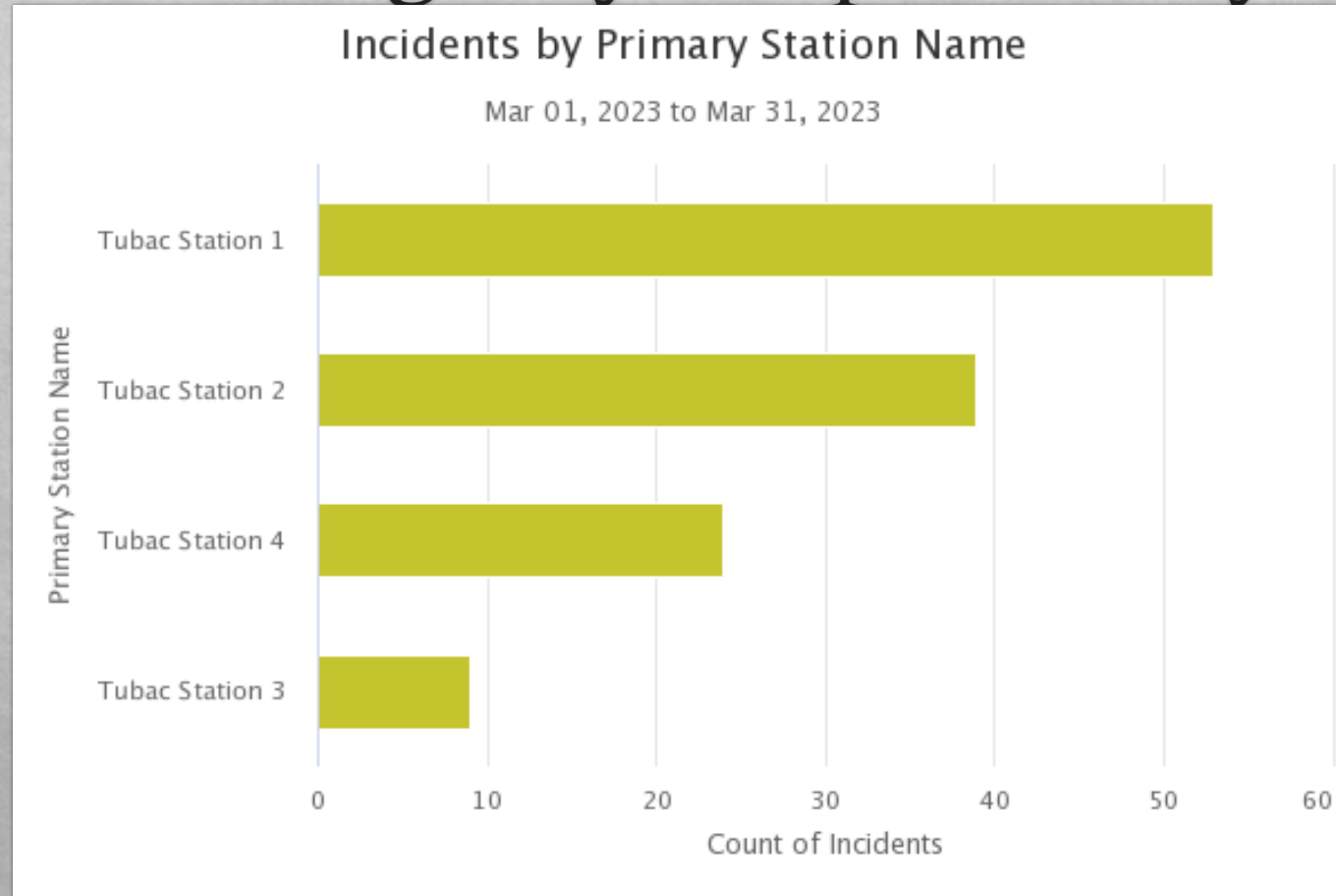


February Emergency Responses



- **EMS 77** (45 transports 2 transfer of care to another EMS agency)
- **Fire 14**
- **Public Assist 33**
- **Total Calls 125**

March Emergency Responses By Station

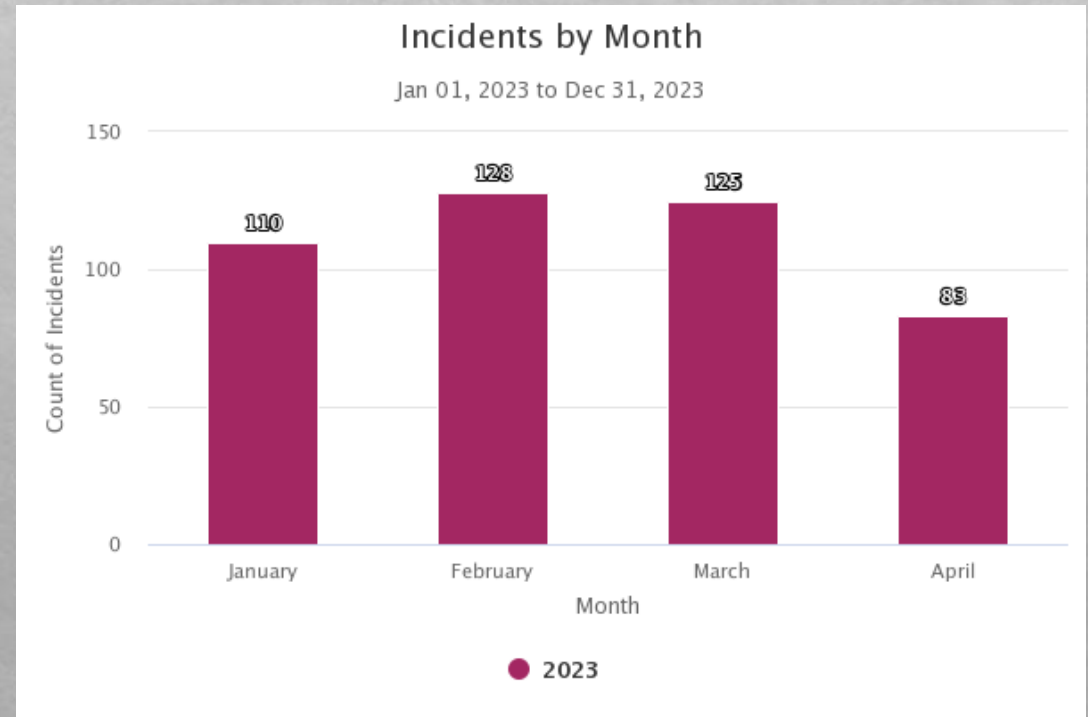


- Station 1 53
- Station 2 39
- Station 3 9
- Station 4 24

Annual Emergency Responses

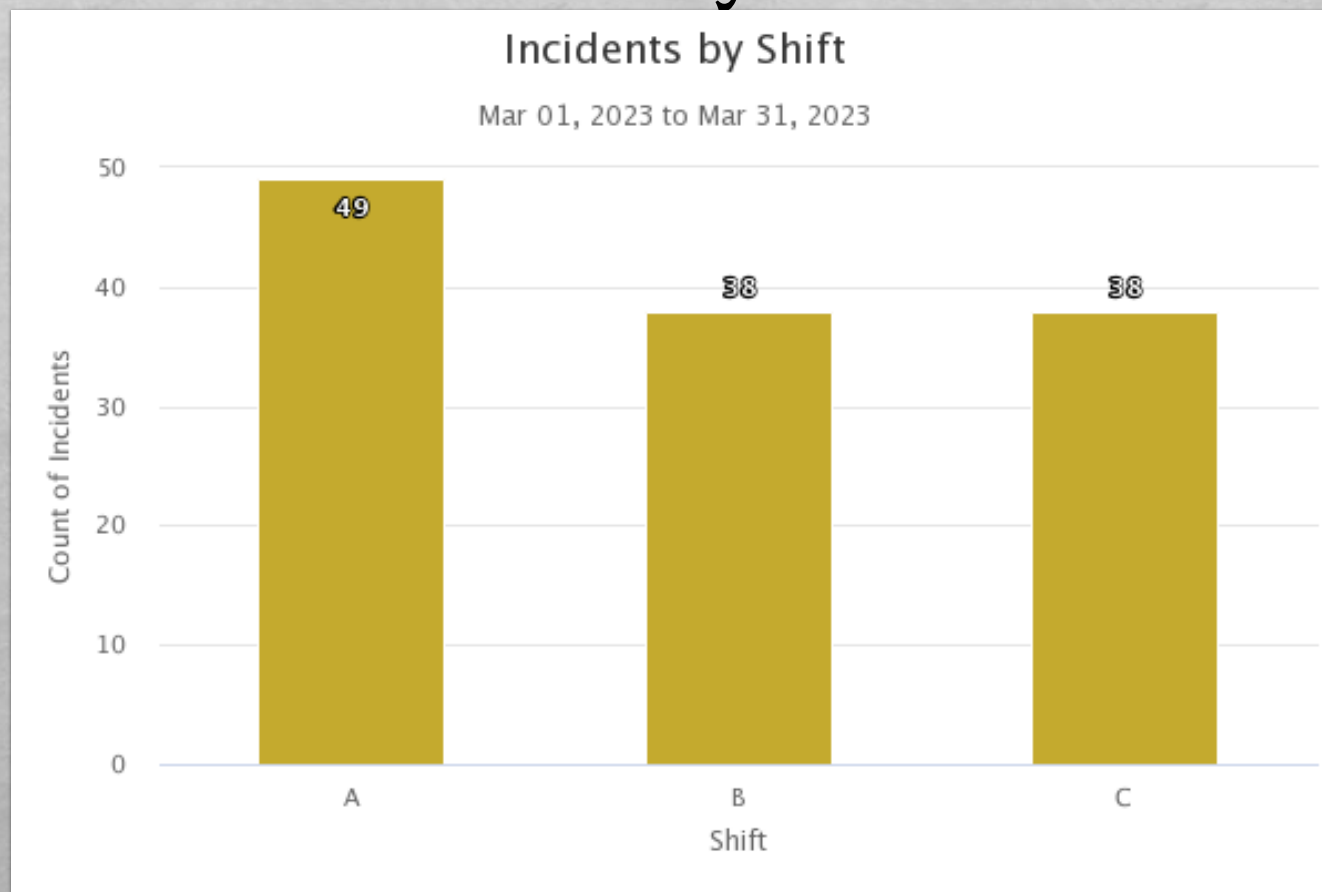


| | Calls by Month | | | |
|-----------|----------------|------|------|------|
| | 2020 | 2021 | 2022 | 2023 |
| January | 113 | 126 | 116 | 110 |
| February | 117 | 113 | 115 | 128 |
| March | 101 | 132 | 124 | 125 |
| April | 96 | 114 | 131 | |
| May | 117 | 137 | 160 | |
| June | 133 | 155 | 142 | |
| July | 144 | 125 | 141 | |
| August | 174 | 129 | 133 | |
| September | 141 | 151 | 138 | |
| October | 125 | 106 | 132 | |
| November | 129 | 141 | 101 | |
| December | 108 | 126 | 100 | |
| Total | 1498 | 1555 | 1533 | |





Incidents by shift

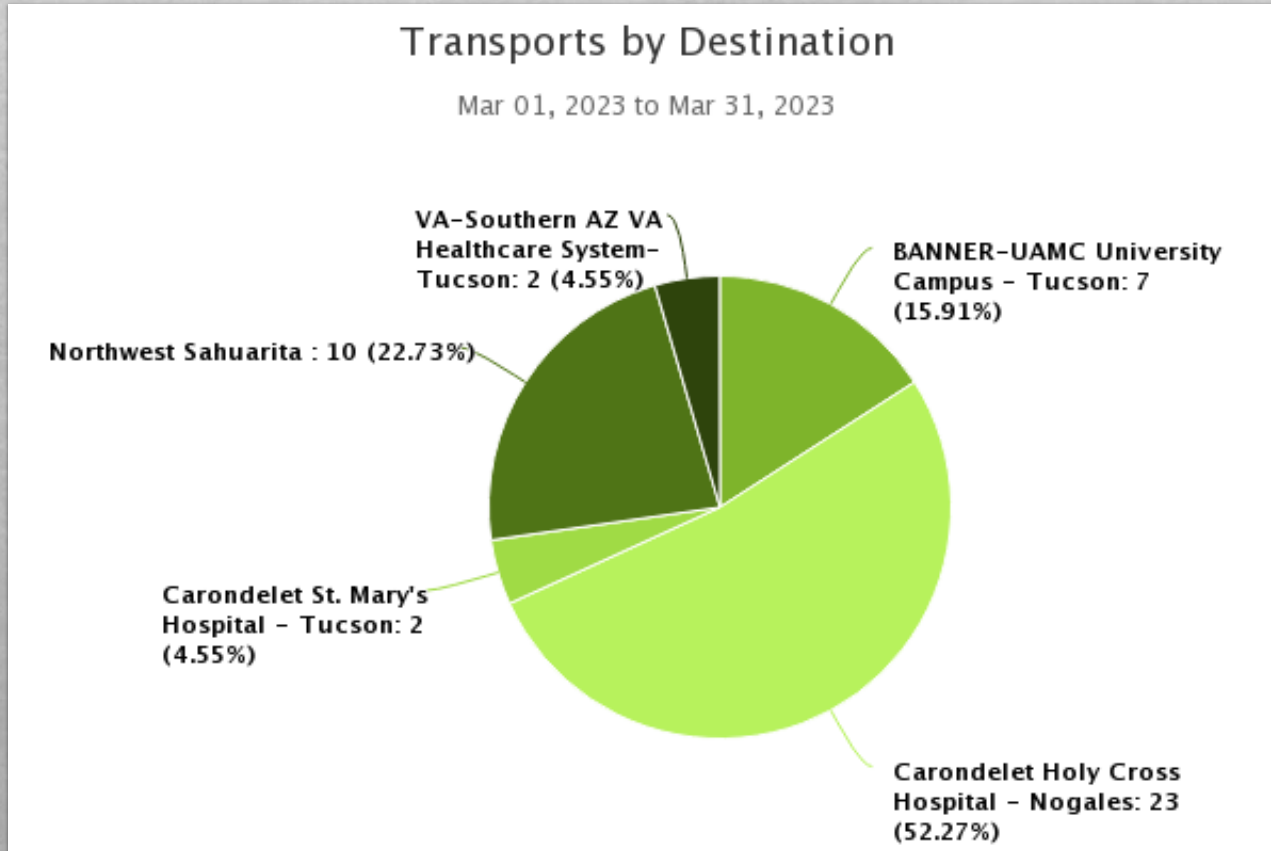


A Shift 49

B Shift 38

C shift 38

Transports by Destination



- Holy Cross 23
- Northwest Sahuarita 10
- Banner Main 7
- St Mary's 2
- Tucson Medical 0
- Banner South 0
- VA 2
- Northwest Medical Center Oro Valley 0



Turn around times based on location of transport

| Destination Name | Transports | Average Transport Time | 90th Percentile Transport Time | Average Patient Arrival to Transfer of Care Time | 90th Percentile Patient Arrival to Transfer of Care Time | Average Patient Arrival to Unit Back in Service Time | 90th Percentile Patient Arrival to Unit Back in Service Time |
|--|------------|------------------------|--------------------------------|--|--|--|--|
| BANNER-UAMC University Campus - Tucson | 7 | 00:56:00 | 01:13:09 | 00:08:24 | 00:14:19 | 01:05:32 | 01:47:00 |
| Carondelet Holy Cross Hospital - Nogales | 23 | 00:16:39 | 00:23:19 | 00:09:12 | 00:15:00 | 00:30:38 | 00:51:57 |
| Carondelet St. Mary's Hospital - Tucson | 2 | 00:54:57 | 01:03:57 | 00:23:32 | 00:37:22 | 00:57:39 | 01:27:22 |
| Northwest Sahuarita | 10 | 00:29:00 | 00:32:15 | 00:10:41 | 00:18:04 | 00:32:37 | 01:03:58 |
| VA-Southern AZ VA Healthcare System-Tucson | 2 | 00:54:51 | 00:56:58 | 00:09:26 | 00:09:49 | 01:15:42 | 01:28:21 |



March Trends

- Motor Vehicle accidents/Rollovers
- Madera Canyon Rescues
- Falls
- Snake Removals
- Wildland fire Initial Attack



- Watch the Weather:**
Yes, "it's a dry heat" – but Arizona's temperature can be deceiving and deadly. Hike when it's cool outside, try early mornings and evenings when there's more shade.
- Dress Appropriately:**
Wear proper shoes, clothing, hat and sunscreen.
- Bring Water:**
Hydrate before you go. Have plenty of water, more than you think you need. Turn around and head back to the trailhead before you drink half of your water.
- Keep in Contact:**
Carry a mobile phone.
- Team Up:**
Hike with others. If hiking solo, tell someone your start and end times, and location.
- Be Honest:**
Do you have a medical condition? Asthma, heart problems, diabetes, knee or back problems? Don't push yourself! (Even trained athletes have been caught off guard by getting dehydrated on Arizona trails.)
- Don't Trailblaze:**
Enjoy the Sonoran Desert's beautiful and undeveloped landscape, but please stay on designated trails.
- Take Responsibility:**
Don't be "that person" – the one who wasn't prepared, shouldn't have been there for health reasons or ignored safety guidelines. Be the responsible hiker, who takes a hike and does it right!

HOW CAN I PREVENT WILDFIRES?

| | | |
|---|---|------------------------------------|
| DROWN & STIR CAMPFIRES | DON'T USE FIREWORKS - NOT EVEN SPARKLERS | DON'T SMOKE IN THE PARKS! |
| SHOOTING MAKES SPARKS | DON'T START FIRES IN HIGH WINDS | DRAGGING CHAINS CAUSES SPARKS |
| TAKE A REFLECTOR WHEN HIKING - NO DISTRESS FIRES! | INSPECT YOUR VEHICLE - SPARKS CAUSE FIRES | WILDFIRES ARE "NO DRONE ZONES" |

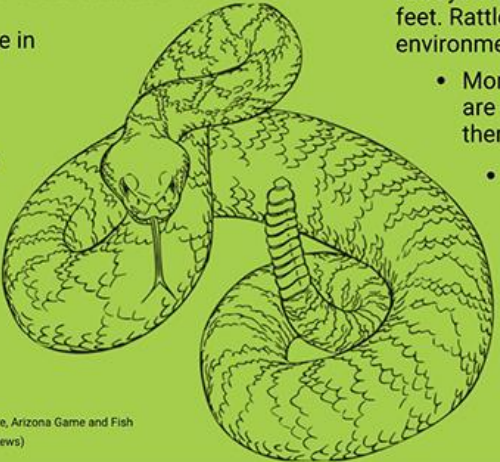
ARIZONA STATE PARKS & TRAILS

What you need to know about rattlesnakes

Rattlesnakes are most active in Arizona during March and April.

The state has 14 venomous snakes, 13 of which are species of rattlesnakes.

On average, there are 350 rattlesnake bites each year.



SAFETY TIPS

- Always watch where you put your hands and feet. Rattlesnakes blend in with their environment.
- More than 50% of rattlesnake bites are caused by people approaching them, so stay away!
- Have a flashlight on you at all times during night hikes and camping trips.
- Do not try to catch them; some species of rattlers are protected by state laws.
- If bitten, immediately seek medical attention.



Significant Calls

- ◇ Gun shot wound to the Arm; Patient transported in stable condition to Banner University
- ◇ 2 Cardiac Arrest calls
- ◇ Multi Agency Response to the Elephant head trail for 6 hikers needing rescue and 1 with a broken femur. DPS Ranger involved in the rescue.
- ◇ 2 Motor Vehicle roll overs with serious injuries one with ejection and Fatality

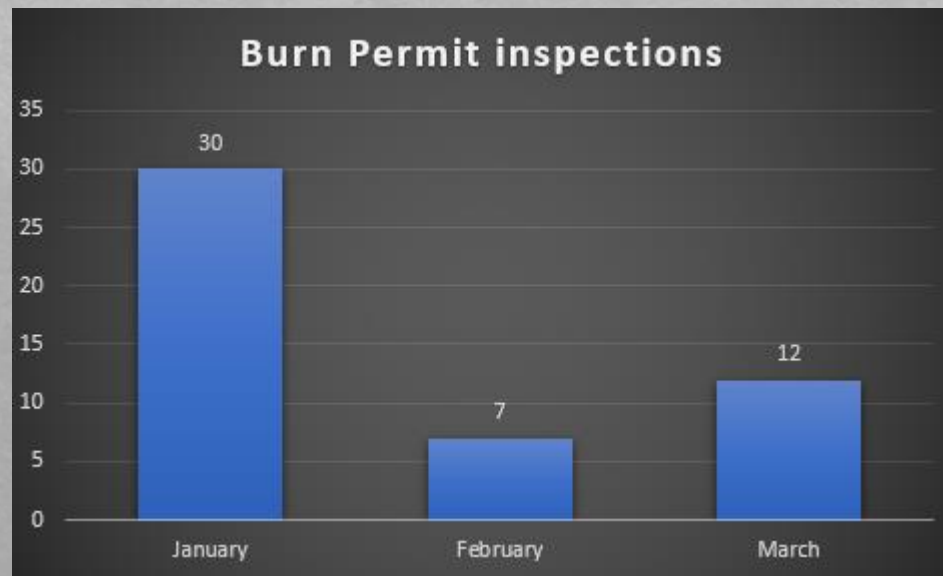
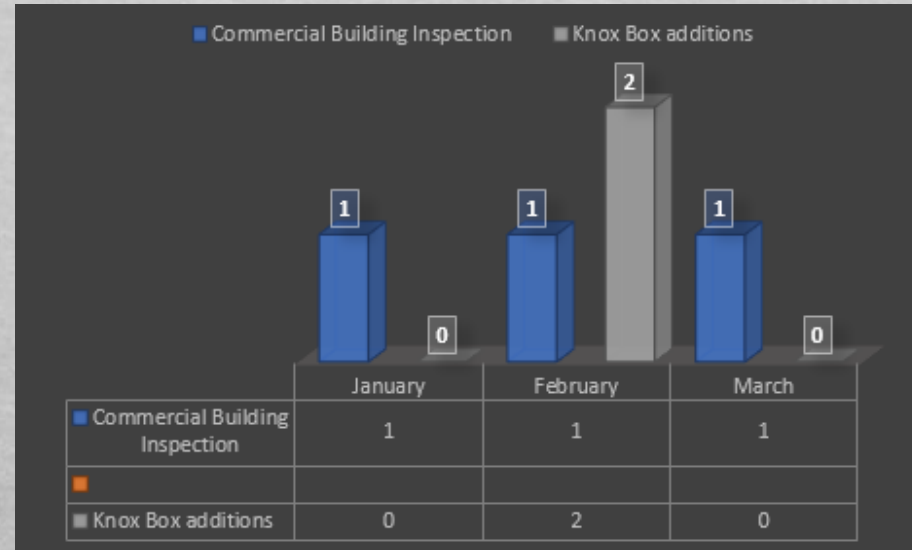
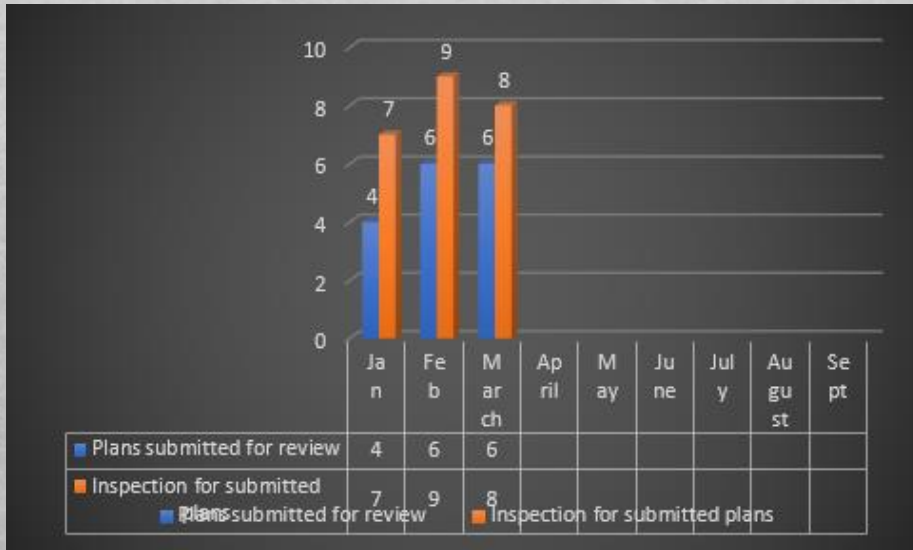


Training

- ◆ Technical Rescue Training
- ◆ Ladder Operations/Ropes knots/Hoisting
- ◆ Two firefighter attack
- ◆ Lucas Device application

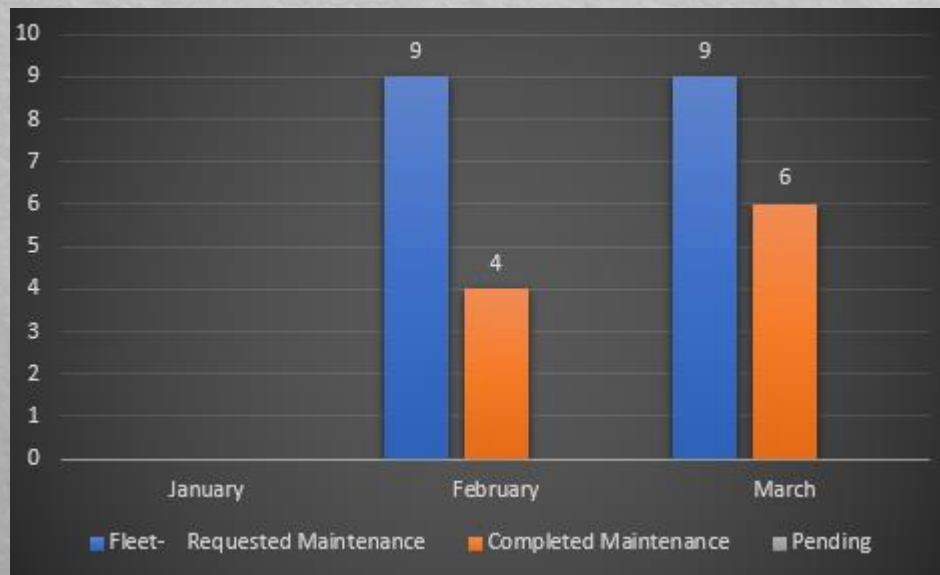


Plans Review & Inspections





Maintenance Requests



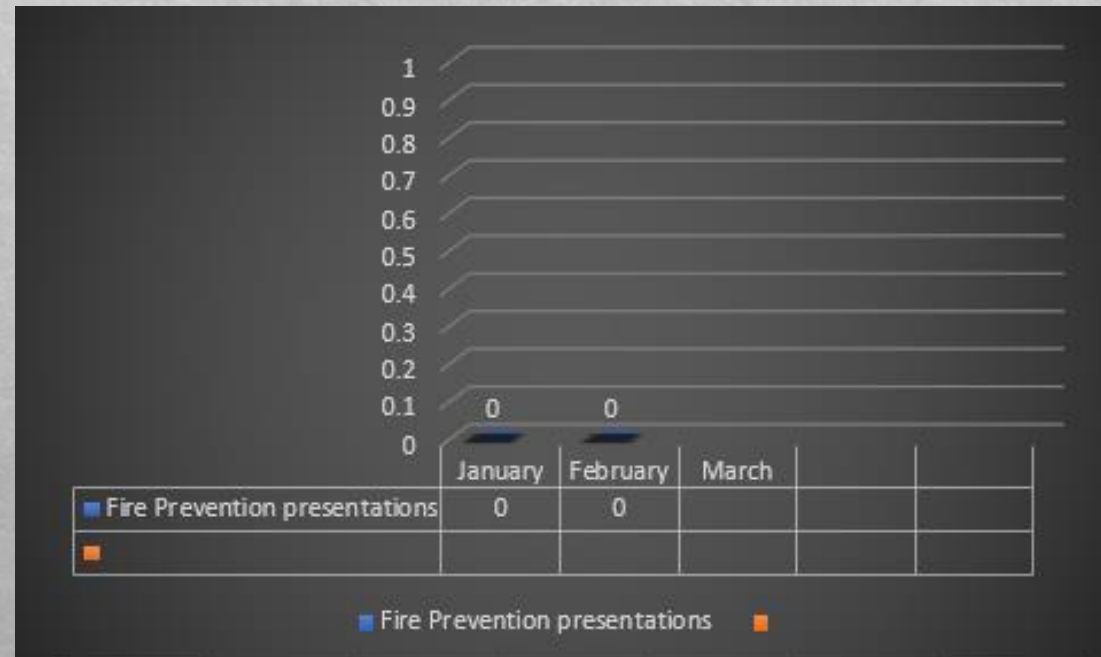
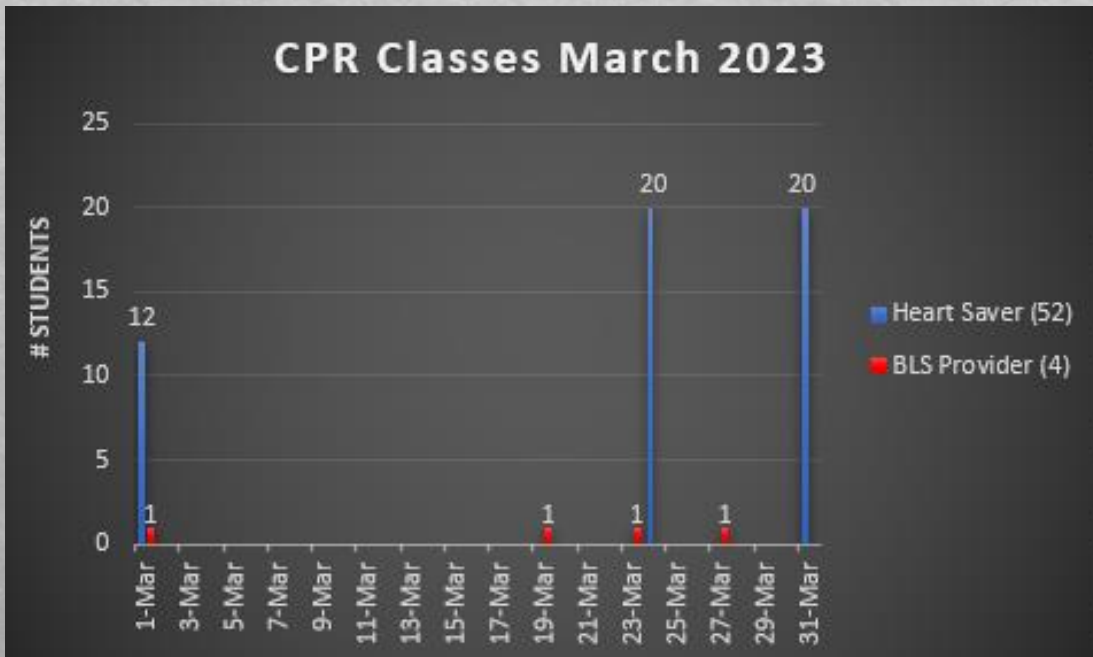
Fire Loss Due To Incident





Fire Prevention and CPR Classes

CPR Classes March 2023



Tubac Fire District

2227 E I-19 Frontage Rd
Tubac, AZ 85646
520.398.2255



Monthly Financial Report – March 2023

Attached are the following for your information and review:

1. Balance Sheet as of March 31, 2023.
2. Summary of Reconciled Cash Balances as of March 31, 2023.
3. Income Statement of Revenues and Expenditures for March 2023 including budget to actual and year-to-date balances.
4. Income vs. Expenses Graph for March 2023.
5. Fixed Asset Additions and Disposals for FY 22/23.
6. Liabilities & Securities for FY 22/23.
7. Fleet Repairs & Maintenance Expenses.
8. Station Utilities, Supplies, and Repairs & Maintenance Expenses.
9. Board Presentation.
10. Monthly Disbursement Report.
11. 12-Month Cash Flow.

Key points:

- Total Revenue for March is \$200,968 which is \$9,548 over budget.
- Santa Cruz County Revenue for March is \$124,190, which is under budget by \$8,521.
- Non-Levy Revenue is \$76,778 which is over budget by \$18,069, driven by higher than anticipated EMS revenue.
- Operating Expenses for March totaled \$299,372 which is over budget by \$33,491.
 - Personnel Expenses are over budget by \$36,590, driven by increase in OT.
- YTD Total Revenue is \$3,403,713 which is \$197,833 over budget.
 - Property Tax revenues is \$208,649 over budget.
- YTD Operating Expense is \$2,811,343 which is \$24,815 under budget.
- Cash balance as of March 2023 is \$6,372,934, which is up \$426,697 from last year.

Please contact the Finance Director for any questions or concerns regarding this report.

This report and the attached detail reports have been reviewed and approved by the Fire Board.

Board Clerk

Date

Tubac Fire District
Balance Sheet
 As of March 31, 2023

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 04/18/23
 Accrual Basis

| | Mar 31, 23 | Mar 31, 22 | \$ Change |
|--|---------------------|---------------------|--------------------|
| ASSETS | | | |
| Current Assets | | | |
| Checking/Savings | | | |
| 1127 - Cash with County Treasurer | 107,540.36 | 91,184.84 | 16,355.52 |
| 1129 - Operational | 1,022,318.44 | 640,573.55 | 381,744.89 |
| 1130 - Savings Acct. | 4,647,059.78 | 4,645,202.04 | 1,857.74 |
| 1131 - Bond Account | 596,015.24 | 569,276.04 | 26,739.20 |
| Total Checking/Savings | 6,372,933.82 | 5,946,236.47 | 426,697.35 |
| Accounts Receivable | | | |
| 1245 - Property Tax Receivable | 276,237.05 | 259,233.56 | 17,003.49 |
| 1205 - Other Receivables | 17,783.15 | 19,243.15 | -1,460.00 |
| 1250 - Ambulance Receivable | 287,977.57 | 231,067.84 | 56,909.73 |
| 1251 - Allowance for Ambulance Receiv | -177,869.25 | -122,808.05 | -55,061.20 |
| Total Accounts Receivable | 404,128.52 | 386,736.50 | 17,392.02 |
| Other Current Assets | | | |
| 1732 - Right to Use Vehicles | 59,505.76 | 0.00 | 59,505.76 |
| 1737 - Right to Use Amortization | -17,039.00 | 0.00 | -17,039.00 |
| 1270 - Lease Receivable | 232,881.00 | 0.00 | 232,881.00 |
| 1400 - Prepaid Expense | 17,377.20 | 18,867.64 | -1,490.44 |
| Total Other Current Assets | 292,724.96 | 18,867.64 | 273,857.32 |
| Total Current Assets | 7,069,787.30 | 6,351,840.61 | 717,946.69 |
| Fixed Assets | | | |
| 1711 - Land - Non-depreciable | 257,352.00 | 257,352.00 | 0.00 |
| 1745 - AD - Equipment | -1,578,828.38 | -1,463,958.27 | -114,870.11 |
| 1735 - AD - Vehicles | -2,568,969.10 | -2,468,893.19 | -100,075.91 |
| 1725 - AD - Building | -2,060,113.30 | -1,906,332.71 | -153,780.59 |
| 1730 - Vehicles | 3,133,325.83 | 3,159,888.64 | -26,562.81 |
| 1740 - Equipment | 1,987,714.61 | 1,982,706.72 | 5,007.89 |
| 1720 - Buildings & Improvements | 6,146,795.78 | 6,130,365.78 | 16,430.00 |
| Total Fixed Assets | 5,317,277.44 | 5,691,128.97 | -373,851.53 |
| Other Assets | | | |
| 1960 - Risk Pool Capitalization | 25,881.50 | 10,669.25 | 15,212.25 |
| 1958 - Net PSPRS OPEB Asset TR 3 | 2,771.00 | 967.00 | 1,804.00 |
| 1957 - Net Pension Asset PSPRS TR3 | 30,542.00 | 0.00 | 30,542.00 |
| 1918 - Deferred Outflow PSPRS OPEB TR3 | 172.00 | 233.00 | -61.00 |
| 1917 - Deferred Outflows PSPRS TR 3 | 93,368.00 | 68,709.00 | 24,659.00 |
| 1956 - Net OPEB Asset | 196,597.00 | 116,047.00 | 80,550.00 |

Tubac Fire District
Balance Sheet
As of March 31, 2023

| | Mar 31, 23 | Mar 31, 22 | \$ Change |
|--|----------------------|----------------------|-------------------|
| 1916 - Deferred outflow - PSPRS OPEB | 1,130.00 | 15,462.00 | -14,332.00 |
| 1915 - Deferred outflows - PSPRS | 1,338,630.00 | 1,718,820.00 | -380,190.00 |
| Total Other Assets | 1,689,091.50 | 1,930,907.25 | -241,815.75 |
| TOTAL ASSETS | 14,076,156.24 | 13,973,876.83 | 102,279.41 |
| LIABILITIES & EQUITY | | | |
| Liabilities | | | |
| Current Liabilities | | | |
| Accounts Payable | 93,844.54 | 17,818.51 | 76,026.03 |
| 2000 - Accounts Payable | | | |
| Total Accounts Payable | 93,844.54 | 17,818.51 | 76,026.03 |
| Credit Cards | | | |
| 2010 - Bank of America Credit Card | 2,727.21 | 2,888.05 | -160.84 |
| Total Credit Cards | 2,727.21 | 2,888.05 | -160.84 |
| Other Current Liabilities | | | |
| 2070 - Deferred Inflows - Leases | 228,480.00 | 0.00 | 228,480.00 |
| 2359 - Net Pension Liab - Tier 3 PSPRS | 0.00 | 952.00 | -952.00 |
| 2316 - Deferred Inflows - PSPRS OPEB | 122,692.00 | 84,556.00 | 38,136.00 |
| 2318 - Deferred Inflows PSPRS OPEB TR3 | 798.00 | 111.00 | 687.00 |
| 2317 - Deferred Inflows PSPRS TR3 | 22,681.00 | 1,122.00 | 21,559.00 |
| 2230 - Accrued Interest | 1,815.53 | 2,628.78 | -813.25 |
| 2030 - Compensated Absences Payable | 129,889.40 | 113,296.86 | 16,592.54 |
| 2020 - Accrued Wages | 21,722.67 | 107,632.68 | -85,910.01 |
| 2315 - Deferred Inflows - PSPRS | 1,151,232.00 | 447,048.00 | 704,184.00 |
| 2100 - Payroll Liabilities | | | |
| 2102 - PSPRS Payable | 1,957.70 | -2,396.82 | 4,354.52 |
| 2103 - Pension Payable | 0.00 | 2,396.82 | -2,396.82 |
| 2127 - Union Dues Payable | 0.00 | 450.00 | -450.00 |
| 2128 - Health Insurance/Vision Ins. | 21,086.86 | 6,136.81 | 14,950.05 |
| 2130 - Life Insurance | 933.58 | 0.00 | 933.58 |
| 2132 - Dental Insurance | 1,382.80 | 0.00 | 1,382.80 |
| 2140 - Pre-Paid Legal | 0.02 | 0.00 | 0.02 |
| 2100 - Payroll Liabilities - Other | 4,941.17 | 22,235.54 | -17,294.37 |
| Total 2100 - Payroll Liabilities | 30,302.13 | 28,822.35 | 1,479.78 |
| Total Other Current Liabilities | 1,709,612.73 | 786,169.67 | 923,443.06 |
| Total Current Liabilities | 1,806,184.48 | 806,876.23 | 999,308.25 |

Tubac Fire District
Balance Sheet
 As of March 31, 2023

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 04/18/23
 Accrual Basis

| | Mar 31, 23 | Mar 31, 22 | \$ Change |
|--|----------------------|----------------------|----------------------|
| Long Term Liabilities | | | |
| 2335 - F150 Leases Payable | 38,004.68 | 42,004.68 | -4,000.00 |
| 2330 - Ambulance Lease Payable | 88,502.84 | 116,321.83 | -27,818.99 |
| 2355 - Net Pension Liability - PSPRS | 2,382,923.00 | 3,427,245.00 | -1,044,322.00 |
| 2320 - Bond Payable | 2,666,560.72 | 3,075,821.11 | -409,260.39 |
| Total Long Term Liabilities | 5,175,991.24 | 6,661,392.62 | -1,485,401.38 |
| Total Liabilities | 6,982,175.72 | 7,468,268.85 | -486,093.13 |
| Equity | | | |
| 3001 - Unrestricted | 4,294,884.50 | 4,023,463.60 | 271,420.90 |
| 3510 - Restricted | -79,899.00 | -79,899.00 | 0.00 |
| 3530 - Net Investment in Capital Asset | 2,318,091.00 | 2,318,091.00 | 0.00 |
| Net Income | 560,904.02 | 243,952.38 | 316,951.64 |
| Total Equity | 7,093,980.52 | 6,505,607.98 | 588,372.54 |
| TOTAL LIABILITIES & EQUITY | 14,076,156.24 | 13,973,876.83 | 102,279.41 |

Summary of Reconciled Cash Balances

Period Ending
03/31/2023

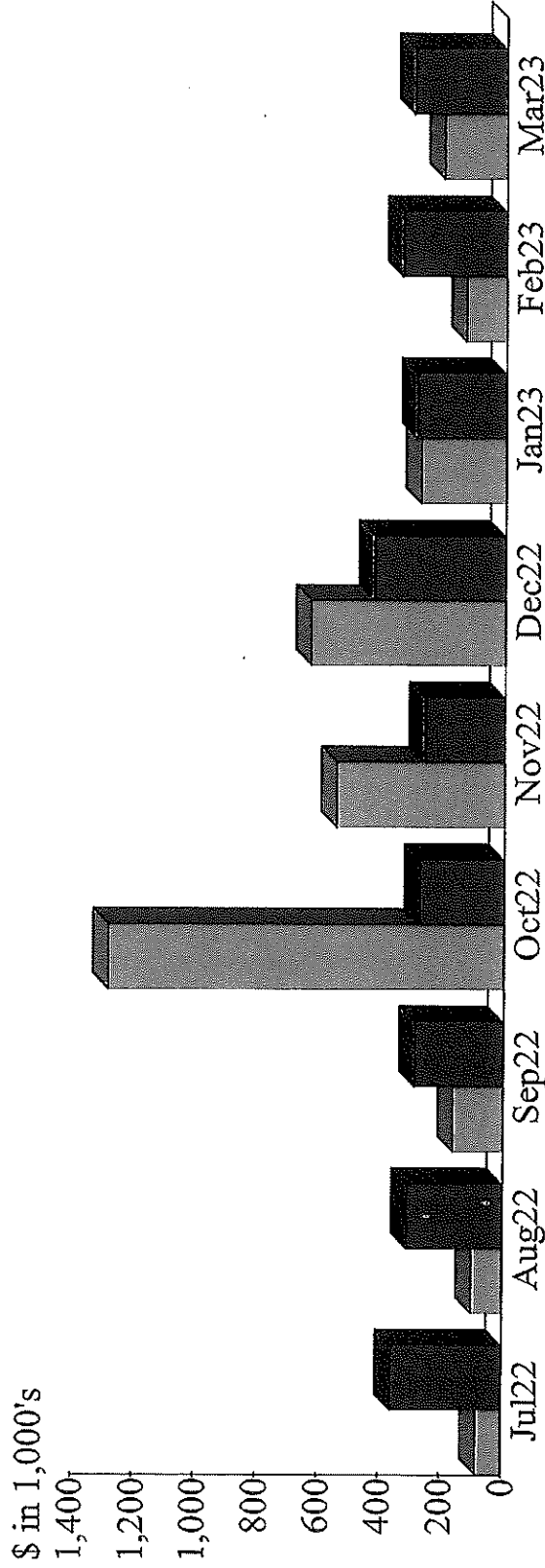
| | Bank of America Checking | Santa Cruz County General Fund | Bank of America Savings | Santa Cruz County Bond Account |
|--|--------------------------------|--------------------------------------|----------------------------|--------------------------------------|
| | 3/31/2023 | 3/31/2023 | 3/31/2023 | 3/31/2023 |
| Beginning Balance | 1,171,153.27 | 73,199.92 | 4,646,901.93 | 578,773.31 |
| Cleared Transactions | | | | |
| Checks and Payments | (297,444.68) | (73,199.92) | - | - |
| Deposits and Credits | 147,255.49 | 107,540.36 | 157.85 | 17,241.93 |
| Total Cleared Transactions | (150,189.19) | 34,340.44 | 157.85 | 17,241.93 |
| Cleared Balance | 1,020,964.08 | 107,540.36 | 4,647,059.78 | 596,015.24 |
| Uncleared Transactions | | | | |
| Checks and Payments | (512.46) | - | - | - |
| Deposits and Credits | 1,866.82 | - | - | - |
| Total Uncleared Transactions | 1,354.36 | - | - | - |
| Register Balance as of 03/31/2023 | 1,022,318.44 | 107,540.36 | 4,647,059.78 | 596,015.24 |

Tubac Fire District
Profit & Loss Budget Performance
March 2023

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 04/18/23
 Accrual Basis

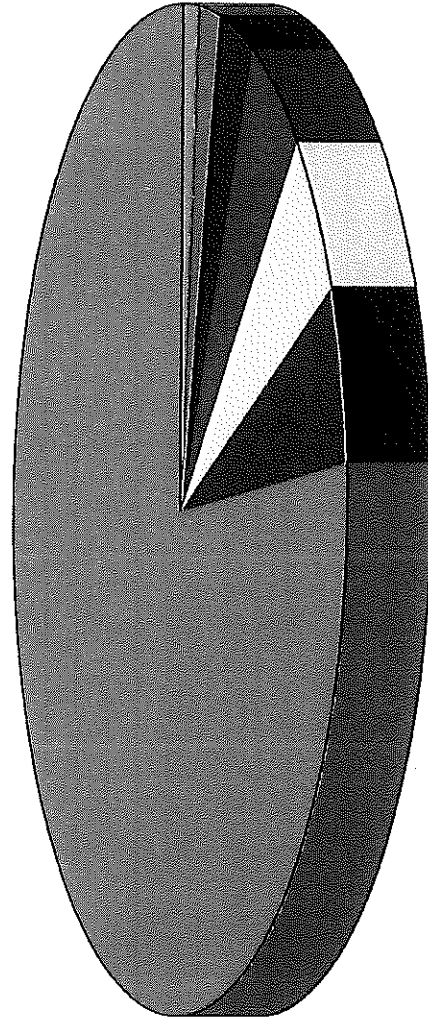
| | Mar 23 | Budget | \$ Over Budget | Jul '22 - Mar 23 | YTD Budget | \$ Over Budget | Annual Budget |
|-------------------------|------------|------------|----------------|------------------|--------------|----------------|---------------|
| Ordinary Income/Expense | | | | | | | |
| Income | | | | | | | |
| Tax Revenues | 124,190.36 | 132,711.00 | -8,520.64 | 2,711,149.37 | 2,502,500.00 | 208,649.37 | 3,545,370.00 |
| Non Tax Levy Revenue | 76,777.50 | 58,709.00 | 18,068.50 | 692,563.44 | 703,380.00 | -10,816.56 | 1,054,500.00 |
| Total Income | 200,967.86 | 191,420.00 | 9,547.86 | 3,403,712.81 | 3,205,880.00 | 197,832.81 | 4,599,870.00 |
| Gross Profit | 200,967.86 | 191,420.00 | 9,547.86 | 3,403,712.81 | 3,205,880.00 | 197,832.81 | 4,599,870.00 |
| Expense | | | | | | | |
| Personnel Expenses | 239,040.60 | 202,451.00 | 36,589.60 | 2,177,949.62 | 2,152,896.00 | 25,053.62 | 3,101,096.00 |
| Buildings & Land | 14,403.82 | 21,217.00 | -6,813.18 | 151,511.08 | 190,953.00 | -39,441.92 | 254,600.00 |
| Vehicles & Equipment | 22,287.48 | 20,329.00 | 1,958.48 | 165,889.70 | 190,423.00 | -24,533.30 | 251,400.00 |
| Communications & I.T. | 10,216.27 | 8,129.00 | 2,087.27 | 96,104.62 | 95,291.00 | 813.62 | 121,000.00 |
| Travel & Training | 1,549.34 | 2,584.00 | -1,034.66 | 54,651.47 | 49,406.00 | 5,245.47 | 69,300.00 |
| Managerial Expenses | 11,874.82 | 11,171.00 | 703.82 | 165,236.88 | 157,189.00 | 8,047.88 | 201,350.00 |
| Total Expense | 299,372.33 | 265,881.00 | 33,491.33 | 2,811,343.37 | 2,836,158.00 | -24,814.63 | 3,998,746.00 |
| Net Ordinary Income | -98,404.47 | -74,461.00 | -23,943.47 | 592,369.44 | 369,722.00 | 222,647.44 | 601,124.00 |
| Other Income/Expense | | | | | | | |
| Other Expense | | | | | | | |
| 8010 - Bond Interest | 0.00 | 0.00 | 0.00 | 31,465.42 | 31,466.00 | -0.58 | 62,931.00 |
| Total Other Expense | 0.00 | 0.00 | 0.00 | 31,465.42 | 31,466.00 | -0.58 | 62,931.00 |
| Net Other Income | 0.00 | 0.00 | 0.00 | -31,465.42 | -31,466.00 | 0.58 | -62,931.00 |
| Net Income | -98,404.47 | -74,461.00 | -23,943.47 | 560,904.02 | 338,256.00 | 222,648.02 | 538,193.00 |

Income and Expense by Month
July 2022 through March 2023



Expense Summary
July 2022 through March 2023

| | |
|-----------------------|-----------------------|
| Personnel Expenses | 76.61% |
| Vehicles & Equipment | 5.84 |
| Managerial Expenses | 5.81 |
| Buildings & Land | 5.33 |
| Communications & I.T. | 3.38 |
| Travel & Training | 1.92 |
| 8010 - Bond Interest | 1.11 |
| Total | \$2,842,808.79 |



By Account

TUBAC FIRE DISTRICT
Liabilities and Securities - FY22/23

| LIABILITIES | | | | | | |
|------------------------------|----------------|-----------------------|---------------|--------------------|--------------|----------------|
| Description | TOTAL PRICE | CURRENT BALANCE | INTEREST RATE | FY22/23 PAYMENTS | NEXT PAYMENT | DATE OF PAYOFF |
| Bond | \$6,795,000.00 | \$2,666,560.72 | 2.36% | \$31,465.42 | 7/1/2023 | 7/1/2028 |
| Lease Payable | \$195,131.69 | \$88,502.84 | 3.71% | \$32,134.52 | 2/1/2024 | 2/1/2026 |
| Net Pension Liability - PSRS | | \$2,382,923.00 | | | | |
| F150 Lease Payable | | \$38,004.68 | | | | |
| | | | | | | |
| Totals | | \$5,175,991.24 | | \$63,599.94 | | |

| SECURITIES | | | | |
|------------|---------|---------------|---------------|---------------|
| Broker | CUSIP # | Description | Market Value | Maturity Date |
| | | | | |
| | | | | |
| | | | | |
| | | Totals | \$0.00 | |

Net balance owed = \$5,175,991.24

**Tubac Fire District
Fleet Repairs & Maintenance
March 2023**

1:31 PM
04/18/23
Accrual Basis

| Date | Source Name | Memo | Amount |
|---|--|--|--------------------|
| Ambulance 1058 03/07/2023 | JIM CLICK FORD | Oil and Filter change on 6.7L Diesel and replace... | 361.81 |
| Total Ambulance 1058 | | | 361.81 |
| Apparatus Ambulance 1054 03/22/2023 | W.W. Williams Purcell Western States Tire | Service and Repairs done on unit 1042. Parts \$3... 6 New tires w/ Mounting and Balancing | 464.50 1,257.76 |
| Total Ambulance 1054 | | | 1,722.26 |
| Rescue 1038 03/10/2023 | Watson Chevrolet | Oil and Oil filter change Diesel Fuel Filter and Fl... | 436.76 |
| Total Rescue 1038 | | | 436.76 |
| Staff Vehicle 1051 03/08/2023 | Joey Ruiz | detail for truck # 1051 | 120.00 |
| Total Staff Vehicle 1051 | | | 120.00 |
| T722 Unit 1045 03/07/2023 | Napa Auto Parts | 2 Capsule | 20.63 |
| 03/15/2023 | Purcell Western States Tire | 2 New Tire mounted and balanced | 1,372.33 |
| 03/15/2023 | Napa Auto Parts | 2 EURO Chuck , Hose | 61.73 |
| Total T722 Unit 1045 | | | 1,454.69 |
| Trailer 1018 03/10/2023 | Purcell Western States Tire | 4 New Tires 225/70R195 Mounted and Balanced... | 2,659.57 |
| 03/23/2023 | Napa Auto Parts | 2 3Year Battery W/Core | 319.91 |
| Total trailer 1018 | | | 2,979.48 |
| Total Apparatus | | | 6,713.19 |
| Polaris 1030 03/31/2023 | Polaris 1030 | To reclass Polaris Repair | 1,972.55 |
| Total Polaris 1030 | | | 1,972.55 |
| Trailer 1057 03/24/2023 | Napa Auto Parts | String Kit 8in insert | 66.63 |
| Total Trailer 1057 | | | 66.63 |
| TOTAL | | | 9,114.18 |

Tubac Fire District Station Utilities, Supplies, and Repairs & Maintenance March 2023

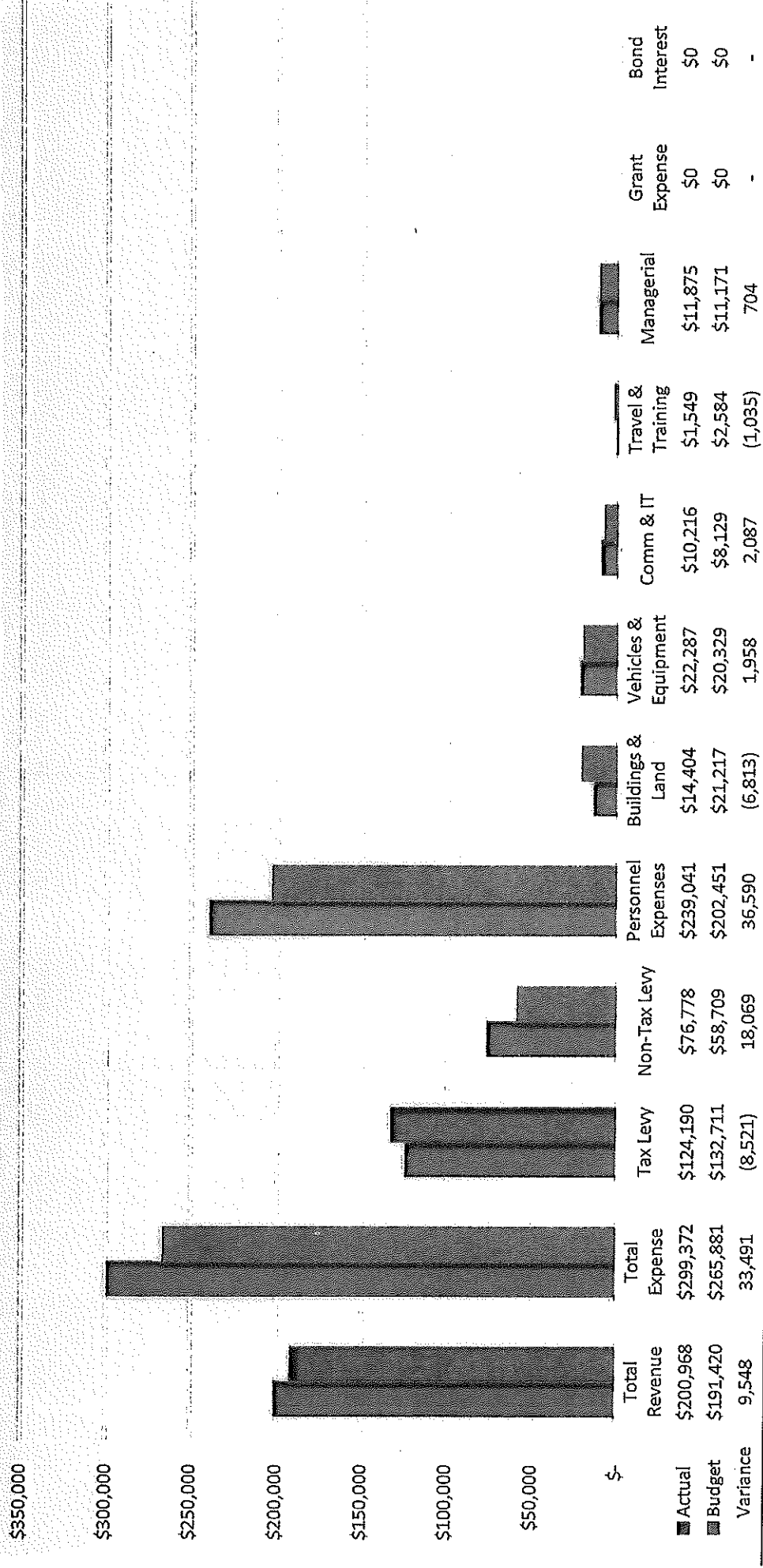
| Stations | Date | Source Name | Memo | Amount |
|------------------------|--------------------------------------|---|--------|-----------------|
| Station 1 | | | | |
| 03/01/2023 | Prudential Overall Supply | Mats Laundry Bags White Massage Towels for Station 1 | 43.48 | |
| 03/01/2023 | Garrett's IGA* | propane | 23.44 | |
| 03/02/2023 | Terminix | Pest Control for Station 1 | 60.00 | |
| 03/08/2023 | Prudential Overall Supply | Mats Laundry Bags White Massage Towels for Station 1 | 43.48 | |
| 03/08/2023 | Home Depot | mice traps, a/c filter | 63.15 | |
| 03/09/2023 | EPCOR | Water bill for station 1 02/07/23 - 03/07/23 | 56.85 | |
| 03/10/2023 | Dollar General | water | 18.00 | |
| 03/10/2023 | Century Link 326B | Internet March 2023 | 162.12 | |
| 03/16/2023 | Unisource Energy Services (Gas) | Gas Bill For 2227 E. Frontage Rd from 02/15/23 - 03/15/... | 61.23 | |
| 03/16/2023 | Unisource Energy Services (Electric) | Electric for 2227 E Frontage Rd from 02/15/23 - 03/15/23 | 374.33 | |
| 03/16/2023 | Unisource Energy Services (Gas) | Gas bill 2227 E Frontage RD from 02/15/23 - 03/15/23 | 21.39 | |
| 03/19/2023 | Direct TV - 9236 | TV for period 03/18/23 - 04/17/23 | 154.98 | |
| 03/20/2023 | Simply Bits, LLC | Account #: CA24339 Host VoIP bundle and VoIP Service | 873.34 | |
| 03/22/2023 | Prudential Overall Supply | Mats Laundry Bags White Massage Towels for Station 1 | 43.48 | |
| 03/29/2023 | Prudential Overall Supply | Mats Laundry Bags, White Massage Towels for Station 1 | 43.48 | |
| 03/31/2023 | Waste Management of Tucson | Trash Service for Station #2 03/01/23 - 03/31/23 | 247.15 | |
| Total Station 1 | | | | 2,288.90 |
| Station 2 | | | | |
| 03/01/2023 | Prudential Overall Supply | Mats Laundry Bags White Massage Towels for Station 2 | 50.40 | |
| 03/01/2023 | Central Alarm | Service Alarm at Station 2 | 60.00 | |
| 03/02/2023 | Terminix | Pest Control for Station 2 | 60.00 | |
| 03/08/2023 | Prudential Overall Supply | Mats Laundry Bags White Massage Towels for Station 2 | 50.40 | |
| 03/10/2023 | Home Depot | Station supplies | 74.39 | |
| 03/10/2023 | Dollar General | water | 18.00 | |
| 03/10/2023 | Century Link 011B | Monthly internet Charges | 62.60 | |
| 03/11/2023 | Giovanni Granados | Cut Grass and blow dry concrete | 475.00 | |
| 03/14/2023 | UNICOA | Podium Ladder | 543.50 | |
| 03/14/2023 | Home Depot | 3-wire Lever | 22.00 | |
| 03/14/2023 | Home Depot | PLC 32W 4ft T8 Alto Natural | 99.74 | |
| 03/15/2023 | Prudential Overall Supply | Mats Laundry Bags White Massage Towels for Station 2 | 50.40 | |
| 03/16/2023 | Liberty Utilities #84201956-84305894 | Water for Station 2 from 02/10/23 - 03/09/23 | 310.61 | |
| 03/20/2023 | Simply Bits, LLC | Account #: CAT1981 Host VoIP bundle and VoIP Service | 556.61 | |
| 03/22/2023 | Home Depot | Battery Lead Acid | 98.74 | |
| 03/22/2023 | Prudential Overall Supply | Mats Laundry Bags, White Massage Towels for Station 2 | 50.40 | |
| 03/22/2023 | Unisource Energy Services (Electric) | Electric for 455 Camino Agosto from 02.21.23 - 03/21/23 | 116.82 | |
| 03/24/2023 | Unisource Energy Services (Electric) | Electric for 563 Camino Lito Galindo from 02/21/23 - 03/... | 609.22 | |
| 03/28/2023 | Direct TV - 9885 | Direct TV 03/27/2023 - 04/26/2023 | 152.99 | |
| 03/29/2023 | Prudential Overall Supply | Mats Laundry Bags, White Massage Towels for Station 2 | 50.40 | |
| 03/31/2023 | Waste Management of Tucson | Trash Service for Station #2 03/01/23 - 03/31/23 | 230.22 | |
| Total Station 2 | | | | 3,742.44 |

Tubac Fire District
Station Utilities, Supplies, and Repairs & Maintenance
 March 2023

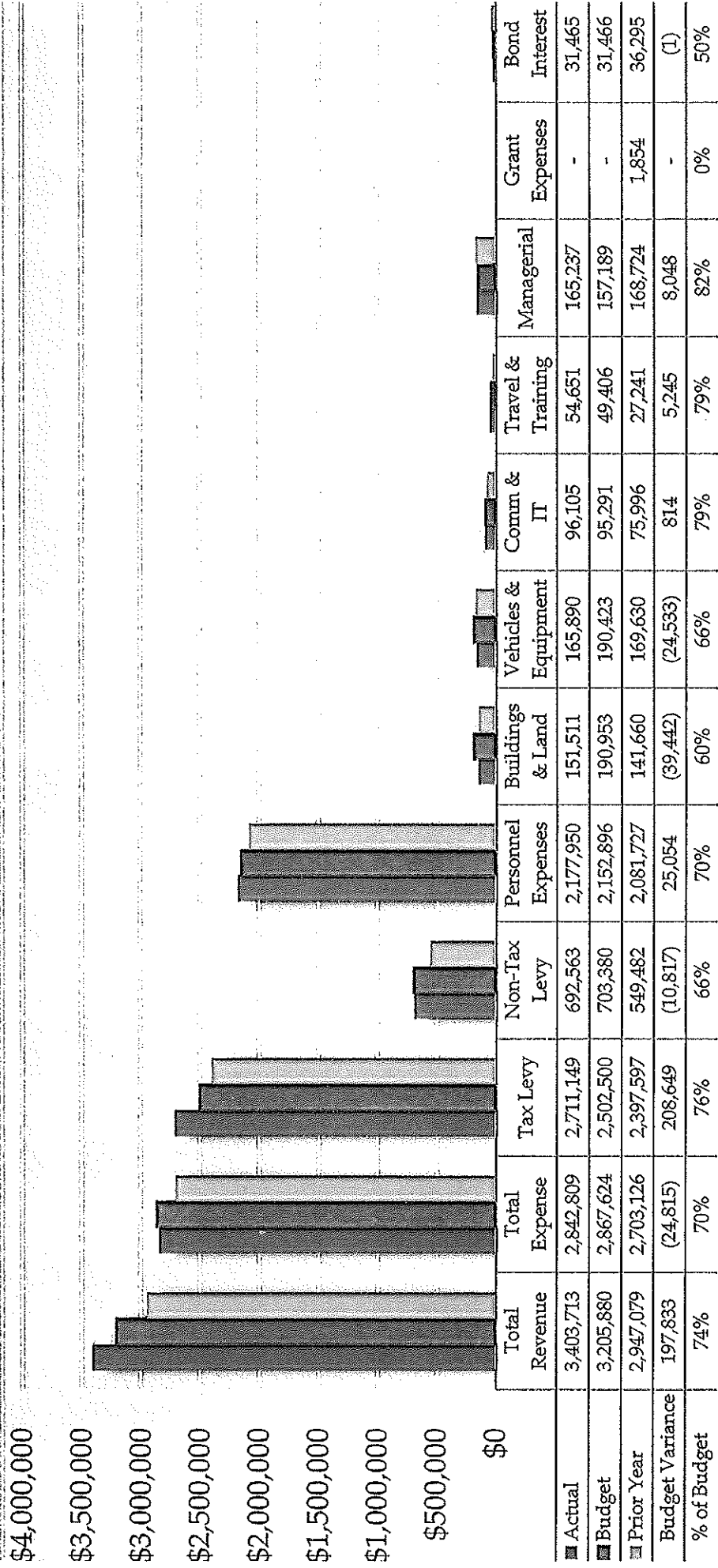
1:31 PM
 04/18/23
 Accrual Basis

| Date | Source Name | Memo | Amount |
|------------------------|--------------------------------------|---|------------------|
| Station 3 | | | |
| 03/01/2023 | Prudential Overall Supply | Mats Laundry Bags White Massage Towels for Station 3 | 46.13 |
| 03/02/2023 | Liberty Utilities #4207196-84305894 | Service Address: 333 CAMINO JOSEFINA from 01/26/... | 166.19 |
| 03/03/2023 | Direct TV - 0393 | Direct TV 02/02/23 - 03/01/23 | 162.98 |
| 03/08/2023 | Prudential Overall Supply | Mats Laundry Bags White Massage Towels for Station 3 | 46.13 |
| 03/09/2023 | Terminix | Pest Control for Station 3 | 149.00 |
| 03/15/2023 | Prudential Overall Supply | Mats Laundry Bags White Massage Towels for Station 3 | 46.13 |
| 03/20/2023 | Simply Bits, LLC | Account #: CA24338 Host VoIP bundle and VoIP Service | 658.02 |
| 03/22/2023 | Prudential Overall Supply | Mats Laundry Bags, White Massage Towels for Station 3 | 46.13 |
| 03/24/2023 | Unisource Energy Services (Electric) | 333 Camino Josephina Services dates 02/22/23 - 03/22/... | 1,017.94 |
| 03/24/2023 | Empire Southwest LLC | Maintenance and Repairs to Generator at Station 3 Labo... | 903.00 |
| 03/29/2023 | Prudential Overall Supply | Mats Laundry Bags, White Massage Towels for Station 3 | 46.13 |
| Total Station 3 | | | 3,287.78 |
| Station 4 | | | |
| 03/01/2023 | Prudential Overall Supply | Mats Laundry Bags White Massage Towels for Station 4 | 46.13 |
| 03/02/2023 | Liberty Utilities #84207237-84305894 | Service Address: 149 Ruta Comaron from 01/27/23 - 02... | 486.59 |
| 03/06/2023 | Direct TV - 0393 | Direct TV 02/02/23 - 03/01/23 | 162.98 |
| 03/06/2023 | Terminix | Pest Control for Station 4 | 152.00 |
| 03/07/2023 | FH Hardware LLC | supplies for station 4 ice machine | 74.35 |
| 03/08/2023 | Prudential Overall Supply | Mats Laundry Bags White Massage Towels for Station 4 | 46.13 |
| 03/08/2023 | Lowe's Home center | Wire Shelf Chrome | 173.88 |
| 03/15/2023 | Prudential Overall Supply | Mats Laundry Bags White Massage Towels for Station 4 | 46.13 |
| 03/20/2023 | Simply Bits, LLC | Account #: CA24337 Host VoIP bundle and VoIP Service | 559.15 |
| 03/22/2023 | Prudential Overall Supply | Mats Laundry Bags, White Massage Towels for Station 4 | 46.13 |
| 03/24/2023 | Unisource Energy Services (Electric) | 149 Ruta Comaron Service dates 02/23/23 - 03/23/23 | 825.07 |
| 03/27/2023 | Giovanni Granados | Cut Gras and Trim trees | 575.00 |
| 03/29/2023 | Prudential Overall Supply | Mats Laundry Bags, White Massage Towels for Station 4 | 46.13 |
| Total Station 4 | | | 3,239.67 |
| Total Stations | | | 12,558.79 |
| TOTAL | | | 12,558.79 |

March 2023



Fiscal Year to Date Budget to Actual





TUBAC FIRE DISTRICT

2227 EAST FRONTAGE ROAD
P.O. BOX 2881
TUBAC, ARIZONA 85646
TELEPHONE: (520) 398-2255

Resolution #2023-01

A Resolution of the Board of Directors of the Tubac Fire District (hereinafter the "District") designating an authorized representative and an alternate authorized representative to the Arizona Department of Emergency and Military Affairs (hereinafter "AZDEMA") for purposes of applying for certain public assistance.

WHEREAS, the District from time to time may have occasion to seek Disaster Relief Act funding in the event of a federally designated or other related disaster, and;

WHEREAS, AZDEMA is the State agency tasked among other duties with maintaining and implementing the Disaster Relief Act program, and;

WHEREAS, AZDEMA has requested that the District designate an authorized representative and alternate to coordinate with the agency on activities related to this program.

NOW, THEREFORE, the District hereby resolves as follows:

Section 1. Ben Guerrero, District Fire Chief and Hesly Guerrero, District Captain, are hereby designated as Authorized Representative and Alternate Authorized Representative, respectively, to execute applications on behalf of the District for the purpose of obtaining financial assistance under the Disaster Relief Act.

Section 2. The District hereby submits the required fully executed designation forms to AZDEMA as requested and directed.

Section 3. Chief Ben Guerrero and Captain Hesly Guerrero are hereby authorized and directed to take any and all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Board of Directors of the Tubac Fire District, Arizona, this 26th day of April 2023.

APPROVED:

Mary Dahl, Chair

ATTEST:

Herb Wisdom, Clerk

Board Action Request

TO: Board of Directors

FROM: Ben Guerrero, Fire Chief

SUBJECT: Discussion and possible action to purchase an ambulance as a replacement for a 2008 Chevrolet Kodiak ambulance.

DATE: April 26, 2023

Background: Tubac Fire needs to purchase a new ambulance to replace a 2008 Chevrolet Kodiak type I ambulance that is well on its way to 300,000 miles. This high-mileage vehicle has been at the shop recently with transmission and general mechanical issues. This is the last of four ambulances purchased in 2008 that need to be replaced.

Due to chassis production issues, there is currently a 24-month waiting period to receive one. Once it is received there is a 180-day build-out time frame. Payment is not due until delivery.

Staff Recommendation: Staff is recommending we purchase a type I ambulance from Medix. The ambulance specifications match our current front-line ambulance specifications and help with continuity.

The vendor, Republic EVS Medix, is part of the HGAC procurement program in which the District is a participant.

Fiscal Impact: This item is currently in the FY24/25 capital improvement plan.

Alternate Option: None

Proposed Motion: Move to approve purchase of a 2023 Medix type I ambulance for a cost of \$233,830.82 as shown on the provided quote.

Attachment: MEDIX QUOTE AND SPECIFICATIONS.

Board Action Request

TO: Tubac Fire Board

FROM: Ben Guerrero Fire Chief

SUBJECT: Discussion and Possible Action to approved Resolution 2023-01 appointing Chief Ben Guerrero as AZDEMA authorized representative and Captain Hesly Guerrero as an alternate authorized representative.

DATE: April 26, 2023

Background: Tubac Fire currently does not have an authorized representative (Applicant Agent) with the State Department of Emergency & Military Affairs.

Tubac Fire needs an authorized representative to be able to apply for and receive Disaster Relief Act funds.

Fiscal Impact: None

Alternate Option: None identified.

Staff Recommendation: Approve Resolution No. 2023-01 Appointing Chief Ben Guerrero and Captain Hesly Guerrero as representative and alternate representative with Arizona Department of Emergency and Military Affairs.

Proposed Motion: I move to approve Resolution No. 2023-01 appointing Chief Ben Guerrero and Captain Hesly Guerrero as an Authorized Representative and Alternate Authorized Representative with the Department of Emergency and Military Affairs.

Attachment: Board Resolution and Application Forms

Board Action Request

TO: Tubac Fire Board

FROM: Ben Guerrero Fire Chief

SUBJECT: Discussion and Possible Action to approved Resolution 2023-01 appointing Chief Ben Guerrero as AZDEMA authorized representative and Captain Hesly Guerrero as an alternate authorized representative.

DATE: April 19, 2023

Background: Tubac Fire currently does not have an authorized representative (Applicant Agent) with the State Department of Emergency & Military Affairs.

Tubac Fire needs an authorized representative to be able to apply for and receive Disaster Relief Act funds.

Fiscal Impact: None

Alternate Option: None identified.

Staff Recommendation: Approve Resolution No. 2023-01 Appointing Chief Ben Guerrero and Captain Hesly Guerrero as representative and alternate representative with Arizona Department of Emergency and Military Affairs.

Proposed Motion: I move to approve Resolution No. 2023-01 appointing Chief Ben Guerrero and Captain Hesly Guerrero as an Authorized Representative and Alternate Authorized Representative with the Department of Emergency and Military Affairs.

Attachment: Board Resolution and Application Forms



TUBAC FIRE DISTRICT

2227 EAST FRONTAGE ROAD
P.O. BOX 2881
TUBAC, ARIZONA 85646
TELEPHONE: (520) 398-2255

Resolution #2023-01

A Resolution of the Board of Directors of the Tubac Fire District (hereinafter the "District") designating an authorized representative and an alternate authorized representative to the Arizona Department of Emergency and Military Affairs (hereinafter "AZDEMA") for purposes of applying for certain public assistance.

WHEREAS, the District from time to time may have occasion to seek Disaster Relief Act funding in the event of a federally designated or other related disaster, and;

WHEREAS, AZDEMA is the State agency tasked among other duties with maintaining and implementing the Disaster Relief Act program, and;

WHEREAS, AZDEMA has requested that the District designate an authorized representative and alternate to coordinate with the agency on activities related to this program.

NOW, THEREFORE, the District hereby resolves as follows:

Section 1. Ben Guerrero, District Fire Chief and Hesly Guerrero, District Captain, are hereby designated as Authorized Representative and Alternate Authorized Representative, respectively, to execute applications on behalf of the District for the purpose of obtaining financial assistance under the Disaster Relief Act.

Section 2. The District hereby submits the required fully executed designation forms to AZDEMA as requested and directed.

Section 3. Chief Ben Guerrero and Captain Hesly Guerrero are hereby authorized and directed to take any and all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Board of Directors of the Tubac Fire District, Arizona, this 26th day of April 2023.

APPROVED:

Mary Dahl, Chair

ATTEST:

Herb Wisdom, Clerk

**ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
DESIGNATION OF ALTERNATE APPLICANT'S AUTHORIZED REPRESENTATIVE FORM**

The intent of this DESIGNATION is to appoint an ALTERNATE APPLICANT'S AUTHORIZED REPRESENTATIVE for the following:

Select program(s) Public Assistance HMA Mitigation Program SEC Mitigation

Select duration Until further notice Only Event _____ From _____ to _____

Applicant: Tubac Fire District

CERTIFICATION

I, Mary Dahl, duly appointed and Board Chair of
(Authorizing Official's Name) (Title)

Tubac Fire District, do hereby certify that the information below is true and correct,
(Applicant)

based on a resolution passed and approved (attached) by the Board of Directors
(Governing Body)

of Tubac Fire District on the 26 day of April, 2023.
(Applicant) (day) (month) (year)

Ben Guerrero has been designated as the Alternate Applicant's Authorized
(Name of Designated Alternate Applicant's Authorized Representative)

Representative to act on behalf of Tubac Fire District.
(Applicant)

Board Chair
(Authorizing Official's Signature) (Title) (Date)

This document MUST be accompanied by a copy of the Resolution or Meeting Minutes by your governing board which designated the Alternate Applicant's Authorized Representative.

Designated Alternate Applicant's Authorized Representative

Name Ben Guerrero

Title/Official Position Fire Chief

Full Mailing Address PO BOX 2881, Tubac AZ. 85646

Email Address BGUERRERO@TUBACFIRE.ORG

Daytime Telephone Number 520-398-2255 Cell 520-223-6676
(Please include area code and extension if not a direct number)

For DEMA Use Only

Received By: _____
(Initials & Date)

January 2023

Form #AZ PA 204-4

**ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
DESIGNATION OF ALTERNATE APPLICANT'S AUTHORIZED REPRESENTATIVE FORM**

The intent of this DESIGNATION is to appoint an ALTERNATE APPLICANT'S AUTHORIZED REPRESENTATIVE for the following:

Select program(s) Public Assistance HMA Mitigation Program SEC Mitigation

Select duration Until further notice Only Event _____ From _____ to _____

Applicant: Tubac Fire District

CERTIFICATION

I, Mary Dahl, duly appointed and Board Chair of
(Authorizing Official's Name) (Title)

Tubac Fire District, do hereby certify that the information below is true and correct,
(Applicant)

based on a resolution passed and approved (attached) by the Board of Directors
(Governing Body)

of Tubac Fire District on the 26 day of April, 2023.
(Applicant) (day) (month) (year)

Hesly Guerrero has been designated as the Alternate Applicant's Authorized
(Name of Designated Alternate Applicant's Authorized Representative)

Representative to act on behalf of Tubac Fire District.
(Applicant)

(Authorizing Official's Signature) Board Chair (Title) _____ (Date)

This document MUST be accompanied by a copy of the Resolution or Meeting Minutes by your governing board which designated the Alternate Applicant's Authorized Representative.

Designated Alternate Applicant's Authorized Representative

Name Hesly Guerrero

Title/Official Position Captain

Full Mailing Address PO BOX 2881, Tubac AZ. 85646

Email Address HGUERRERO@TUBACFIRE.ORG

Daytime Telephone Number 520-398-2255 Cell 520-313-2580

(Please include area code and extension if not a direct number)

For DEMA Use Only

Received By: _____ January 2023 Form #AZ PA 204-4
(Initials & Date)

Board Action Request

TO: Board of Directors
FROM: Sandy Johnson, Director
SUBJECT: Board Communication with Fire Chief Regarding FS1
DATE: April 19, 2023

Agenda Item: Regarding FS 1: Discussion and possible action to further formalize communication between Fire Chief, Board Chair, Fire Board and Community.

Background:

Proposed Motion 1: Move to require the Board to review all USDA and WSM paperwork prior to any submission to the USDA.

Proposed Motion 2: Move to appoint XXXX as Chief Guerrero's Board primary contact for all issues concerning Fire Station 1. This does not limit Chief Guerrero from communicating with any other board member when he views he needs their expertise.

Board Action Request

TO: Board of Directors
FROM: Sandy Johnson, Director
SUBJECT: Revising WSM Directives
DATE: April 19, 2023

Agenda Item: Regarding FS 1: Discussion and Possible Action to Revise Requirements to WSM Regarding Square Footage and Budget Restrictions or Other Items for the USDA Grant Application

Background: The current directives provided to WSM for the USDA grant application were created well prior to last year's election. They were extensions of the original needs assessment created by Chief Horvath and Mary Dahl in 2021. Community feedback made it clear that a downsized version was preferred. A minimally downsized fire station was presented by Chief Horvath in December 2022. Board Members continued to push back on its size and potential cost. The Board has yet to approve any sketches for submission. The purpose of this discussion is to ratify the requirements for WSM to work towards, specifically a reduced square footage and address a maximum budget.

Proposed Motion 1: Move to direct WSM to rework the rendering that will keep the equipment bays intact and reduce the project cost to no more than \$5.5 million, \$2 million of which will come from the USDA grant, and not to exceed 8,200 SF.

Board Action Request

TO: Board of Directors

FROM: Rich Bohman, Director

SUBJECT: Discussion concerning investigation of potential temporary locations for equipment, administration and personnel quarters that would be needed during the building of a new Tubac Fire Station 1.

DATE: April 20, 2023

Rational: This concern/requirement may not be needed for some time, but the Fire Board should be aware of options available and who would lead the charge in this effort; maybe there is already a plan in place that needs to be brought to our attention.

Rich Bohman
Board Member

Board Action Request

SUBJECT: Tubac Fire Employee Medical Benefits

DATE: April 26, 2023

FROM: Ben Guerrero Fire Chief

Background: Tubac Fire staff are currently looking at our medical benefits package renewal options. We currently utilize Crest Insurance Group as a broker to help us get the best available rates and coverage. Within this proposal we will be bundling our medical, vision, and dental insurance benefits. We have a deadline of May 1st to decide on what benefits package we would like to select.

Fiscal Impact: An overall increase of \$3,422 from last year's premiums. A total cost of \$282,454

Alternate Option: None

Staff Recommendation: Staff recommends that we approve the alternate renewal as recommended by Crest Insurance Group.

Proposed Motion: Move to approve the recommended alternate renewal package provided by Crest Insurance Group as outlined in the 2023 Renewal Comparative Financial Summary.

See Attachments

2023 Renewal Comparative Financial Summary



Unit #:
XX-XXXX

DEALER: Republic EVS
CUSTOMER: Tubac Fire District
 Street or P.O. Box: 2227 Interstate 19 Frontage Road
 City, State, Zip: Tubac, AZ 85646
 Customer Contact: Genaro Rivera
 Customer Email: grivera@tubacfire.org
 Customer Phone #: 1-520-398-2255
 Sales Associate: Garrett Adelman
 Sales Engineer:

Received
 Sent for Approval
 Rec'd Approved
 Scheduled
 GPC Number: KB864

VIN#: To be assigned by MEDIX

Form Revised 1/30/2023

| | | |
|--------------------------|-----------------------|--|
| Chassis Model Yr. | | 2023 |
| MEDIX Model | | Metro Express 153 Type I - No Liq Spring |
| CHASSIS | | Ford F-350 XLT, 6.7L DIT Diesel, 169" WB, 14,000 GVWR 84" CA, 4x2 |
| BODY | | 153"L x 94" W x 72" Interior Headroom |
| QTY | STD/OPT | Description |
| 1 | 16-1000-FD | Chassis & Conversion |
| | - | 2024 New Sales Model w/Drop Skirt Curbside & Wider Compartment #1 |
| | | - |
| | 01- | Flooring & Interior Colors |
| 1 | 100040 | Cabinets: Laminate, High Gloss Gray |
| 1 | STD | Upholstery: (Specify Color) |
| 1 | STD | Color: GUNMETAL Brand: EVS |
| 1 | 100015 | Flooring: Lonseal, LonRidge (Tic-Tac-Toe), ILOS Lonspeck TS Twilight. Specify Color: SMOKEY BLACK #801 |
| | | - |
| | 02- | Body & Chassis |
| 1 | STD | This chassis is equipped with a Diesel Exhaust Fluid (DEF) System to meet the EPA Diesel Emissions Standards. |
| 1 | STD | Anti-Theft Device: IdleLock Ignition Security System, PN: B-IDLE506-A for Ford F-Series Chassis Only. Locate activation button to the right side of the steering wheel. |
| 1 | STD | Camera System: Ford "F" 'Series Super Duty OEM Surface Mount Back-Up Camera and Harness tied into OEM display in dash. Option Code 872. Includes RVS-MV3-IR camera and RVS-OA08 Harness. |
| 1 | 99-3165 | Chassis: Comfort Ride Suspension, Power-Brake-Spring rear suspension stabilizer kit. NOTE: Required on ME-153 F350 4x2 Models without Liquid Springs Only. |
| 1 | STD | All Exterior compartments coated with light gray colored rubberized polyurethane material. |
| | Note Weld Shop | Special roof for roof mounted condenser and interior UVC light placement |
| 1 | STD | Pass-Thru: With accordion boot. Sliding, latching polycarbonate window. |
| 1 | Modified | Compartment Lights: Optronics ILL36CB LED Compartment lights- ALL Models Locate: (1) Ceiling of Compt #1; (2) in Compt #2- (1) URH, (1) LLH; (1) in ceiling of Compartment #3; (2) in Compt #4/5; (both lights in middle section); (1) in Compt #6 (if applicable). |

| | | |
|---|--------------------|---|
| 1 | Modified | Compartment #1 SS Forward: Smooth Aluminum body, ADP interior door panel, O2 "K" cylinder storage for STEEL tank , Door w/gas-strut hold-open. NOTE: See option in oxygen section for different tank bracket. |
| 1 | STD | Compartment #2 SS Center: <u>Smooth Aluminum</u> body, <u>ADP interior door panel</u> , Open Storage, Door w/gas strut hold-open and Seat Belt Strap. |
| 1 | 99-0334-F1 | Compartment #2: SS center, Drop Floor, 5" for Stair Chair storage PN: 33-10-4865 NOTE: ME-153 Type I Ford Models Only. *not for use on the 2024 models with wider #1 |
| 1 | 99-2164 | Compartment #3 SS Rear: 3/4 Height, <u>Smooth Aluminum</u> body, <u>ADP interior door panel</u>, NO Inside/Outside access-do not cut-out tub, backer plate to be added/welded on behind <u>full inboard/back wall</u> of compartment for customer mounting of gear/scba brackets; (1)-adjustable shelf. Door w/gas strut hold-open. See special tub #: 41-105939. NOTE: 153 models only. NOTE: Control box for Disinfection Light to be located on right hand wall towards door opening. |
| 2 | STD | Rear Entry Doors: Single piece laminated smooth aluminum door liner w/stainless steel center panel for black paddle handles; ADP kick panels. |
| 1 | Modified | Compartment #4/5 CS Forward: NO body <u>above floor</u> , <u>ADP interior door panel</u> , ALS Cabinet w/ Inside/Outside access at middle section ONLY, Lower section is BLOCKED OFF , Full-height, single Door w/gas strut hold-open. Bottom section aluminum body open storage standard. (Optional location for additional battery with roll-out battery tray and removable, latching door.) |
| 1 | STD For 2024 Model | Drop Skirt - 4" on Curbside forward of the rear wheel well. Taller front stone guard on passenger side. |
| 1 | STD For 2024 Model | Curbside Entry Door: Taller for 4" drop skirt. Door handle to remain aligned with Compt #4/5 handle; Single door system w/exterior/interior, locking paddle handles; window w/fixed glass; Gas strut hold-open. Sealed access to paddle handles in door panel. LED Step well light. Two-piece interior door panel. |
| 1 | 99-2688 | Electrical: Step, Lippert 24" Single Tread Lite Power Step #353542 mounted below the curbside entry door. There will be a step override switch PN: MX09182 mounted in a single position Positron panel PN: MX01511 installed on the curbside wall above the squad bench just aft of the side entry door. The electric step will automatically extend and retract with side entry door opening/closing. |
| 1 | STD For 2024 Model | Curbside Entry Door Stepwell: Dual, smooth aluminum steps welded into the floor structure and coated with a rubberized urethane liner material. There will be a Dri-Dek insert on each step surface. |
| 1 | STD | Compartment #6 CS Rear: Smooth Aluminum, Vertical backboard storage w/2 belts. Door w/nylon strap hold-open. |
| 1 | STD | All Entry Door paddle handle and rotary latching components will include emergency door releases located top and bottom of each door and shall meet the FMVSS 206 30G Test Requirement |
| 1 | STD | Power Door Locks: Key Pad, programmable for power door locks. |
| 1 | 200200A | Power Door Locks: All Entry and Compartment Doors, wired to OEM door lock system. (Does not include additional lock switches inside module) NOTE: Not for use on MSV-II Mods. |
| 1 | STD | Rear Bumper: ADP corner pods w/Dock bumper pads, Center grip-strut flip-up step, powder coated steel frame |
| 2 | STD | IV Hangers: (2) Cast black rubber fold-down over knee area of Cot and Squad Bench |
| 3 | STD | Mirrors, OEM: (1) each cab door, (1) on interior windshield |
| 1 | STD | Wheel Covers: Stainless steel covers w/Valve Extenders |
| 4 | STD | Stone Guards: (3) Lower body corners, ADP; (1) 4" taller ADP on Curbside front |
| 1 | STD | Kick Plate, Rear: ADP, below rear doors across to corner posts. |

| | | |
|---|---|---|
| 1 | STD | Rub Rails: C-Channel, tapered ends, Lower Body off-set mount with neoprene spacers. |
| 2 | STD | Running Boards: Diamond Plate, Type I w/starburst pattern |
| 1 | 200130 | Fender Flares: Roll formed stainless steel, ILOS rubber. |
| 2 | STD | Fuel Fill Bezel: Cast aluminum; DEF Fill Bezel: Cast Aluminum |
| 1 | STD | Insulation: Pink, double sided radiant barrier/acoustic material, installed on curbside and streetside rear wheel wells. |
| 1 | STD | Insulation: Spray in place foam applied to curbside entry step well and both rear wheel wells |
| 1 | STD | Undercoating: Per QVM Guidelines |
| | | - |
| | 03- | Brake, Turn & Back-Up Lights |
| 1 | STD | Lights: DOT, Brake/Tail, Turn, Back Up: Whelen 600 Series LED. |
| 1 | STD | DOT Marker Lights: TecNiq LED, rubber grommet bezels; (7) S34-AC09-1 Amber- (5) on front of body as Marker lights, (2) side facing on rear extrusions as Turn Signals; (7) S34-RC90-1 Red- (5) on rear of Body as Marker lights, (2) side facing as Turn Signals. |
| 1 | 300100 | Lights: DOT, Brake and Turn, Interior, LED, Under rear overhead cabinet, Two (2) CPI amber marker style wired to turn signals; One (1) CPI red marker style wired to brake circuit. |
| | | - |
| | 04- | Electrical, Power Distribution, Control Center & Interior Lighting |
| 1 | STD | Battery Switch, Automatic: TST CDR-400. Located in Electrical Cabinet. |
| 2 | 99-1957 | Electrical: Pre-wire 8AWG - 12VDC ignition, power and ground from battery to a Blue Sea PN: 5032 ST Blade Split Buss "12" Fuse block – two isolated groups of six circuit fuses with cover for "Battery Hot" and "Ignition Hot" wiring. Locate: (1) in front console; (1) behind drivers seat. |
| 2 | STD | Batteries: OEM, under hood |
| 1 | 99-2186 | Front Console: Formed Aluminum, black powder coated, attached to floor. Cup holders and map box. Customer Approval prior to build. Remove the cutout forward of the map pocket and keep solid aluminum. NOTE: Will have 125.v outlet on passenger side, see option below. See console print # 44-A13485 |
| 1 | 400100 | Electrical: 125VAC, Duplex Outlet, IATS Specify Location(s): Front Console on Passenger Side |
| 1 | 99-0988 | Electrical: USB Port, Kussmaul 091-219-N dual USB port mounted in switch panel. Fits into standard switch slot. IATS LOCATION: Front Switch Panel |
| 2 | Modified | Antenna, Radio Coax Cables: Run (1) coax to above Dome #3 and terminate behind driver's seat w/std. power/grounds; Run (1) coax to above Dome #4 and terminate in front console w/std. power/grounds. (relocated from domes #1 and #2 due to roof mount condenser) |
| 8 | STD | Lights: Dome, Whelen LED, 18-diodes w/chrome flange MX80EHZA , switched separately with Hi/Lo functions. |
| 1 | STD | Action Area Light: Whelen PSC0ADCR, 12 VDC LED Strip light, 6 diodes and On/Off switch on rear control panel |
| 1 | STD | USB Port: Vanner VSS-USB dual port 2Amp mounted on A/A wall |
| 1 | 99-0617 Modified for cover color | Electrical: Shoreline, 125VAC, 20-Amp, Kussmaul SUPER Auto Eject P/N: 091-55-20-120 side wired with hinged, RED, weatherproof cover, Located above Compartment #2 on Streetside. Will have to be mounted on a Kussmaul Stainless Steel E-Z mounting plate P/N: 091-185-009 with green indicator light for ease of access. Mating Connector to be shipped loose. ILOS |
| 1 | 99-3396 | Electrical: Shoreline, 125VAC, 20-Amp, Kussmaul SUPER Auto Eject weatherproof cover to be RED, ILOS Yellow. |

| | | |
|---|------------|---|
| 1 | STD | Timer: 5-minute check-out, wired to CS High mode dome lights |
| 1 | 400160 | Inverter: Vanner LSC12-1100- 1100watt with 3-Stage 55Amp battery charger, 20Amp power supply and built in GFI. Remote controlled with switch in the rear switch panel. ILOS NOTE: OPTION 99-1955 IS REQUIRED WHEN ANY INVERTER IS MOUNTED IN ANY BULKHEAD or INTERIOR ENCLOSED CABINET. OPTION 99-2899 DUAL FANS REQUIRED ON RP-90ES and 150 MODELS. Location: Lower P/T cabinet E |
| 1 | 99-1955 | Electrical: Fan, Mechantronics Fan, (1) Axial 120x25MM 12VDC ventilation fan PN: E1225E12AB-FSR mounted on cabinet door or side wall when any inverter is mounted in an interior, enclosed cabinet. |
| 1 | STD | Breaker Box: 125 VAC w/20-Amp Breaker located in the lower aisle-facing bulkhead cabinet. GFI receptacle located on the Action Area wall. |
| 3 | STD | 12 VDC Outlets: (1) in Action Area, (1) in ALS Cabinet, (1) in 2nd Action Area |
| 3 | STD | 125 VAC Outlets: Duplex, located (1) in Action Area, (1) in ALS, (1) in 2nd Action Area |
| 1 | 400100 | Electrical: 125VAC, Duplex Outlet, IATS Specify Location(s): Curbside wall over foot of squad bench next to the rear back rest, mid height. |
| 1 | STD | Rear Switch Panel: Engraved black plastic panel with (10) LED lighted switch positions for Dome Lights (2), Vacuum (1), Vent (1), A.A. Light (1), Inverter (1), Spare switches and digital clock w/Mode Buttons. MX01517. |
| 1 | STD | Electrical Cabinet: Located over cabin-module connection w/latching, recessed, vented door |
| 1 | 99-2920 | Lighting: UV-C Disinfection Light. Install a UV-C ADU-136 Disinfection light in ceiling (may require deleting a dome light depending on model and location in ceiling). Will require a special roof-see engineering print. Locate the control module for the light in compartment #3 on the upper right hand wall close to the door opening, as per print. All patient entry doors to be wired to control board so that light does not activate with entry door open. Wire to operate on 125VAC power from Shoreline Only. Install in ceiling above the cot as per prints. Install with EVS Trim pad PN 86-115695. NOTE: For ME 153, 166 MSV II 157, 170 ONLY. |
| | | - |
| | 05- | Warning Lights & Sirens |
| 1 | STD | Lights: Warning, Whelen LED EMERGENCY Lighting Package- Ford, Chevy <u>Type I and Type III-</u> Models ONLY. NOTE: Does not include LED Scene Lights. |
| | | Flash pattern as follows. Double flash and series 1-2-1-2 around body. Example: On face of body position 1, 3, 5 and 7 fire double flash, then 2, 4, 6 alternate. This continues around the body. |
| | | All LED lights shall have CLEAR Lenses. All emergency and scene lighting shall have chrome flanges in standard locations. |
| | | Front of Body: Add (7) Whelen 900 Series Super-LEDs- Specify pattern by LED Color (4) Red and (3) White: R-C-R-C-R-C-R. Outer (2) lights and (1) Center light flash on K-Spec flasher. Inner (4) flash independently on Light Bar switch on front console. |
| | | Sides of Body: (4) Whelen 900 Series Red Super-LEDs: (2) each side in upper corners |
| | | Rear of Body: (4) Whelen 900 Series Red Super-LEDs: (2) in upper outboard corners, (2) Mid-Body wired as Warning/Brake at the window level; (1) Whelen 900 Series Amber Super-LED in the center position over the rear doors. |
| | | Brake, Turn & Back-Up Lights: Whelen 600 Series LEDs |
| | | Lights, Warning, Intersection Lights: (2) Whelen LINZ6R Series Red Super-LEDs on front fenders |

| | | |
|---|-----------------|--|
| 1 | 500210 modified | Lights: Warning, (2) Whelen 700 Series Super-LED 70R02FCR Red with clear lens and chrome flange 7EFLANGE, IATS above rear wheel wells as rear intersection lights. Wire to Pri/sec modes. |
| 2 | STD | Lights, Warning, Grille: LINZ6R Red LED w/clear lenses & chrome flanges on center grille bar |
| 2 | 99-0670 | Lights: Warning, Grille, (1) Whelen LINZ6C Clear Super-LED & chrome flange on center grille bar, IATS Specify Location: Lower portion of grill, wide acting as wig wag - see option below for flasher. |
| 1 | 500420 | Lights: Warning, Wig-Wag, Sound-Off flasher wired to OEM headlights - (includes one switch in front panel, P/N: MX09048) (NOTE: Must select an LED lighting option to go with the flasher. Wig-Wags cannot be wired to OEM headlights.) |
| 6 | 500127 | Lights: Scene/Load, Whelen 900 Series Super-LED 9SC0ENZR Gradient Opti-Scenelight™ with chrome flange- ILOS Halogen Specify Locations: 2 on Each Side and 2 on rear |
| 1 | STD | Flasher: Dual mode flasher for Warning Light system, Vanner 9860GCPE |
| 2 | STD | Siren Speakers: dual 100 Watt drivers mounted through the front bumper. |
| 1 | STD | Siren: Whelen 295 SLSA1, 200 Watt |
| 1 | 99-2765 | Lights: Spotlight, GoLight/Radioray 30214 Stryker, hardwired black body LED spotlight. Spotlight will be permanently mounted and hard wired to an OVAL dash mount style remote. Remote to be installed on the front switch panel to the right of the siren head. Light to be installed centered on CAB roof. NOTE: 2020 or later F-Series chassis only. |
| | | - |
| | 06- | Oxygen, Vacuum & Miscellaneous Items |
| 3 | STD | Oxygen Outlets: Quick-connect style, (2) in Action Area, (1) over Squad Bench |
| 1 | STD | Suction Aspirator System: Rico disposable container mounted in Action Area w/gauge and quick-connect; SSCOR vacuum pump mounted in lower bulkhead hallway cabinet |
| 1 | 600100 | Oxygen: O2 Outlets, Single OHMEDA Z-QD0101MO outlet, IATS Specify Location(s): Ceiling in standardized position |
| 1 | 600035 | Oxygen: O2 Cylinder Mount, M or H Medical Air or O2 cylinders. Adjustable, Safety Yellow bracket with 3-spring buckle straps and top collar- ILOS, Use p/n: 66-A10761 (Standard on MSV II) Specify Location(s): Compartment #1 NOTE: SET TANK BRACKET UP FOR "K" TANK SIZE |
| 1 | STD | O2 Regulator: Amvex, 50psi, pre-set |
| | | - |
| | 07- | AC / Heat |
| 1 | 99-3360 | HVAC System: Valeo PN: 11139908A 9067T, High capacity, horizontal blow, combination Heat-AC system with multi-speed fan, Valeo roof mounted condenser PN: 25067, inline booster pump to enhance the rear heater performance and Valeo digital thermostat control on action area panel. ILOS NOTE: Ford F-Series Type I Models ONLY |
| | | - |
| | 08- | Cabinets, Hardware & Miscellaneous Items |
| 1 | STD | Main Streetside Wall Cabinets: Specify desired configuration- |
| 1 | OPT Modified | Streetside Cabinet Configuration shall include a CPR Seat with Pro-4 seat belt system. The seat belt system shall include a custom contoured seat back, a single click Pro-4 seat belt, custom pads on the upper straps for shoulder comfort and a heat embossed Medix LOGO at the head area. (DELETE STANDARD 2nd Action area and outlets - to be replaced with extra cabinet.) |

| | | |
|---|------------|---|
| 1 | 99-2166 | Cabinet: Aft of CPR seat ILOS 2nd action area. Cabinet to have a single 1/2" Acrylic door with non-locking two-point pinch latches. Note: 166 and 153 models only. NOTE: HINGE ON RIGHT SIDE - REFERENCE PREVIOUS TRUCK 19-MH1283. |
| 1 | 99-0721 | Shelf: Plywood in interior cabinet IATS where there is no existing shelf. Specify Location(s): Cabinet B |
| | | Main Wall Cabinets will have (1) adjustable shelf in each and sliding polycarbonate doors with full height extruded handles. See Prints for Configuration. |
| 1 | STD | Action Area Overhead Cabinet: Single cabinet full-height/full-depth of Action Area with sliding polycarbonate doors and full height extruded handles. |
| 1 | STD | Action Area and Switch Panel: Laminated, sealed countertop and vertical ALUMINUM panel with Suction system collection canister, Vacuum gauge, (2) Oxygen outlets, (1) USB, (1) 12VDC Outlet, (1) 125VAC Outlet and digital Thermostat. Switch panel MX01517 includes (10) switch positions and digital clock w/Mode Buttons. |
| 1 | STD | Bulkhead Wall Cabinets: Electrical Cabinet above cabin-module connection w/hinged, latching, vented door. |
| 1 | STD | Bulkhead Cabinets: Upper cabinet- general storage w/hinged, latching door; Lower cabinet general storage w/hinged, latching, vented door and location for inverter and vacuum pump on floor. |
| 1 | Modified | ALS Cabinet: Lower section- Locking LifeDefender latch with storage for 747 box, Middle Section- general storage with non-locking doors and 1-adjustable shelf. NOTE: Make sure to install (2) latches on RH door only. |
| 1 | 99-0953 | ALS Cabinet: Close off lower section of ALS cabinet for Inside/Access only. |
| 1 | 99-0511 | Cargo Net: Head of squad bench- Type I / III 150/153 Models. Squad Bench to accommodate mounting plate and cover secured to wall structure. |
| 1 | STD | Squad Bench-ALUMINUM WITH HDPE LID |
| | 1 | Full length hinged lid w/TriMark latch for access to interior storage; Full length upholstered seat cushion except over Sharps/Waste Area. |
| | 2 | 2) EVS Pro-4 seat belt system seating positions. The seat belt positions shall include a custom contoured seat back, a single click Pro-4 seat belt, custom pads on the upper straps for shoulder comfort, a custom retractor for securing a secondary patient and a heat embossed Medix LOGO at the heat area. |
| | 3 | Stainless steel kick panel along lower face of bench. |
| 1 | STD | Sharps/Waste: Drop-in style with aluminum, powder coated red, hinged lid and standard containers, located at head of squad bench. |
| 1 | 99-0798 | Glove Box Holders: (3) with hinged, black 11ga steel powder-coated door, above Curbside Entry Door. |
| 1 | STD | Cabinet, Rear Overhead: Cabinet over rear door opening with (1) flip-up 1/2" Acrylic door and (2) round SouthCo latches. |
| 1 | 99-2777 | Seating: EVS 1880 Child Safety Seat, (1) Technician's Seat MDX-1880S4B with 10° back. Rear facing automotive style seat to include a Pro-4 black belt system, comfort shoulder padding with heat embossed Medix LOGO at the head area of the backrest and the child safety seat system. -ILOS Pro-4 seat. NOTE: Must specify seat base in separate line item. NOTE: Medix Modular Models Only. |
| 1 | STD | Seat Base: EVS CB-Side storage base for EVS Technician's Seat |
| 1 | STD | Assist Rail: overhead off-center toward Streetside of unit. |
| 3 | STD | Grab handles: 12" x 1.25" dia. stainless steel mounted on each rear entry and curbside entry door |
| 1 | STD | Reflective Striping, Door Open Protection: .50" Red reflective striping around interior door pan of all body doors. |
| | | - |
| | 09- | Cots & Miscellaneous Items |

| | | |
|--------------------|------------|---|
| 1 | 99-2173 | Cot Mount: Ferno iNLINE Fastener System, with Universal Floor mount and integrated charging system. ILOS 175-4 Location: Center Position NOTE: ME-150/153, ME-166, MSV-II 157 and 170 Models Only. |
| | | - |
| | 10- | Paint & Lettering |
| 1 | 1000072 | Paint: Mid-Body Down Type 1 Color: Blaze Red Color Code: PPG 935236 (OEM Code B8241) Configuration: White to cover half of the ambulance down to bottom of cab door window and run the length of the body. see print layouts. NOTE: Requires Approved Drawings Prior to submitting order. Paint spray samples must be approved prior to scheduling. |
| 1 | 99-2184 | Windows: Privacy tint, dark vinyl applied to all three entry module entry door windows. PER CALIFORNIA ORDERS - TINT TO BE 3% OVER NORMAL TINTED WINDOWS ON MODULE ENTRY DOORS - TO BE "3% GRADE". NOTE: Module application only. |
| 1 | OPT | Grayson Graphics to supply and install graphics package - 1/2" black reflective pin-stripe installed (at paint break only) 4" white reflective stripe installed Rear Chevron, sides only, 2 color (983-72 red and 983-71 yellow) diamond grade reflective installed Lettering, logos and Stock SOL's produced and installed (Most lettering quoted as 2 color printed black (non-reflective)with a white reflective outline. White reflective with a printed black (non-reflective) outline. Printed black (non-reflective) with a printed ruby red reflective outline. Or printed ruby red reflective with a printed black (non-reflective) outline. SOL's will be printed on reflective SOL blue with a white reflective outline.) |
| | | - |
| 1 | 1000100 | Roof Star ONLY, INSTALLED |
| | | - |
| | | SHIP LOOSE |
| 2 | STD | Fire Extinguisher: (2) 5 lb.- Ship Loose is Standard |
| | | |
| TOTAL ORDER | | |

I have reviewed this Order and find it to be acceptable and ready to build.

_____ Date: _____
Customer Signature

Due to on-going product improvements and the changing requirements of the ambulance industry, MEDIX Specialty Vehicles, Inc. reserves the right to change product specifications and related products without prior notice and without any obligation to change prior products or parts. ALL PATENTS RIGHTS RESERVED.

Product quotes are subject to change. Purchase Price will be the published price list within Quote/Order Entry System on the date of order acceptance by Company



Republic EVS
 12410 Clark St.
 Santa Fe Springs, CA 90670



Offer and Purchase Agreement for: **Tubac Fire District**

One (1) Medix Specialty Vehicles Type I ME 153" on 2023 Ford F-350 4 x 2 Diesel Powered Chassis, Two Door Standard Cab

All prices are quoted to included Government Factory Rebates. Rebates are subject to change. If the current Rebate amount changes or becomes unavailable. The difference per vehicle will be invoiced to the Purchaser. Pricing is subject to change if additional options are requested.

| Description | Qty | Price Each | Extended Price |
|--|-----|--------------|----------------|
| One (1) Medix Specialty Vehicles Type I ME 153" on 2023 Ford F-350 4 x 2 Diesel Powered Chassis, Two Door Standard Cab | 1 | \$232,830.82 | \$232,830.82 |

Chassis VIN Number(s): To Be Determined After Production Start Date

| | | | |
|-----------------------------|----------|---------------------|---------------------|
| HGAC Fee | 1 | \$1,000.00 | \$1,000.00 |
| Total Purchase Price | 1 | \$233,830.82 | \$233,830.82 |

Date Offered: March 24, 2023

Two Hundred Thirty Three Thousand Eight Hundred Thirty Dollars and Eighty One Cents
\$233,830.82

Offer is based off of build quote as well as reference drawings if applicable. A final engineered build quote for customer review and approval will be provided prior to ambulance construction. Any changes requested from a pre build meeting may result in additional charges.

Payment Terms: 100% payment of the contract is due at time of delivery unless otherwise specified in writing. Title for the ambulance will be delivered in Seven (7) business days or less once payment has processed through the financial institution.

Delivery Terms: Delivery shall be 180 days or less after Receipt of Chassis as well as approved work order and production drawing if applicable. F.O.B. shall be Tubac, AZ.

Signature below represents acceptance of above contract and terms:

Tubac Fire District

Republic EVS

 Signature Date 3/24/2023

 Signature Date 3/24/2023

 Printed Name

 Printed Name

 Title

 Director of Sales
 Title

Dealer: REPUBLIC

Approved By:

Date:

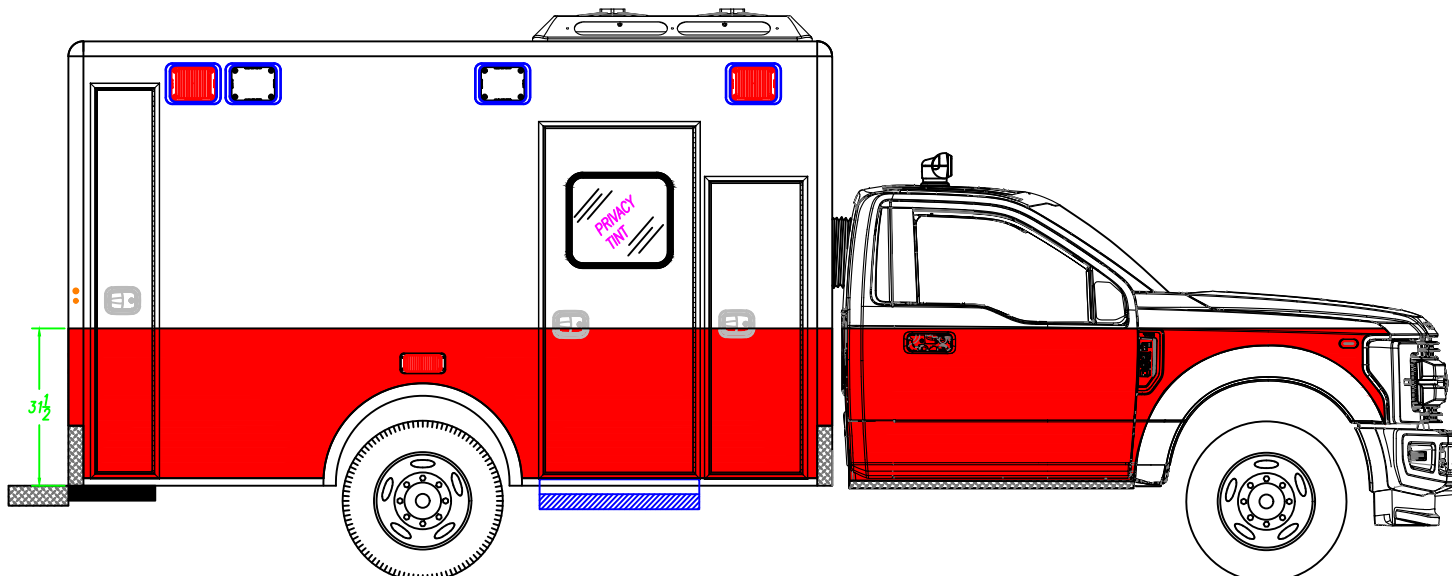
Customer:

TUBAC FIRE

21-MH1339

Sheet

A



FORD F-350 169" W.B.
 ME-153"-72" H.R. TYPE I AMBULANCE

DESCRIPTION: CURB SIDE EXTERIOR

| | | |
|---------------------------|---------------------------|--------------------|
| DRAWN BY: I. STANSBURY | DATE CREATED: 3/5/2021 | SCALE: 5/16"=1' |
|---------------------------|---------------------------|--------------------|

| | | |
|-------------|---------------|-----------|
| REVISED BY: | DATE REVISED: | REVISION: |
|-------------|---------------|-----------|

Note: Drawings are for reference only, measurements may vary from actual product.



MEDIX 3008 MOBILE DRIVE
 ELKHART, IN 46514
 PH: 574-266-0911
 SPECIALTY VEHICLES, INC. FAX: 574-266-6669

"LET US SHOW YOU THE MEDIX DIFFERENCE"
 WWW.MEDIXAMBULANCE.COM

Dealer: REPUBLIC

Approved By:

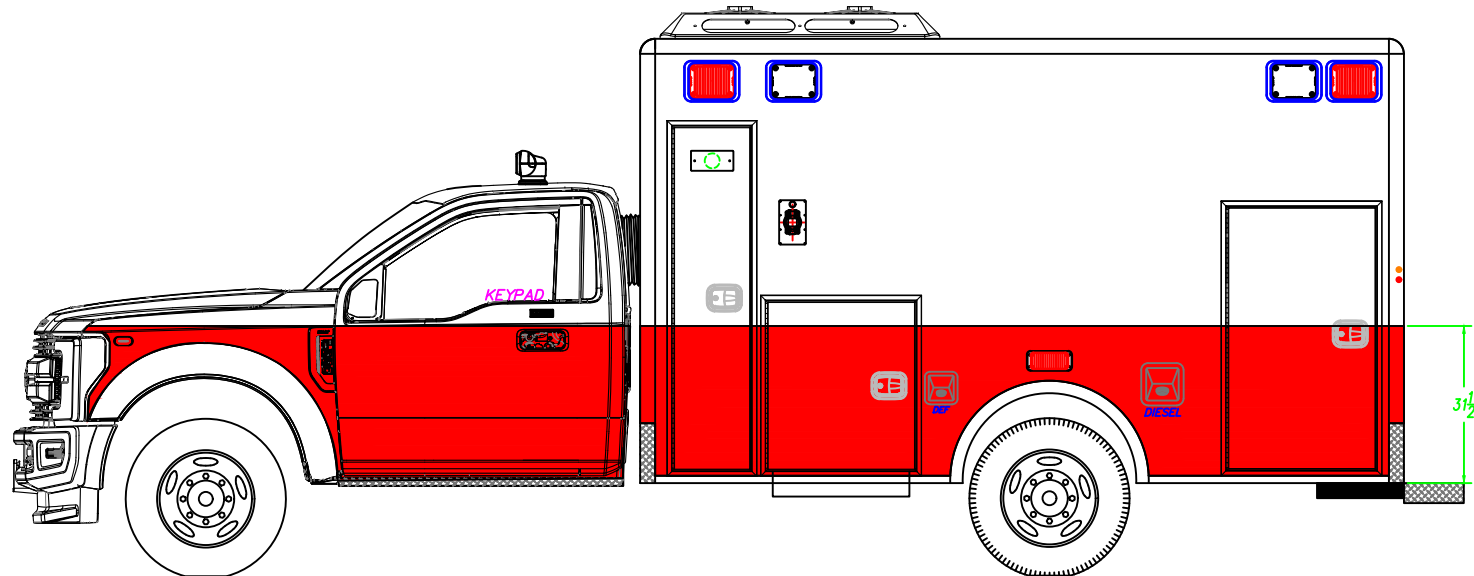
Date:

Customer:

TUBAC FIRE

21-MH1339

Sheet
B



FORD F-350 169" W.B.
ME-153"-72" H.R. TYPE I AMBULANCE

DESCRIPTION:

STREET SIDE EXTERIOR

DRAWN BY:

I. STANSBURY

DATE CREATED:

3/5/2021

SCALE:

5/16"=1'

REVISED BY:

DATE REVISED:

REVISION:

Note: Drawings are for reference only, measurements may vary from actual product.



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Date:

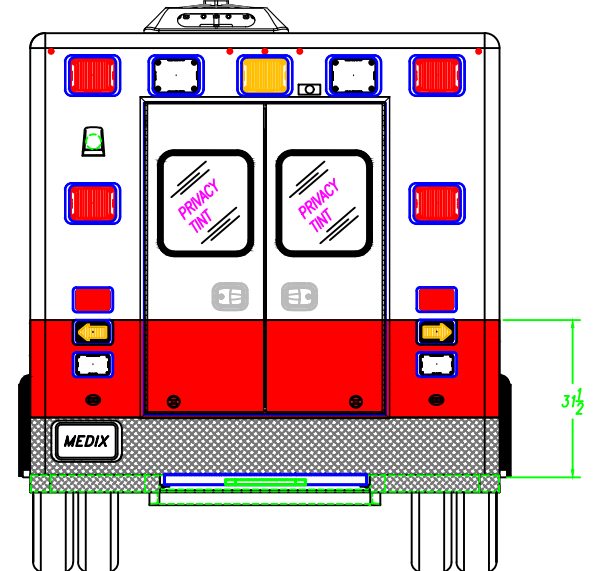
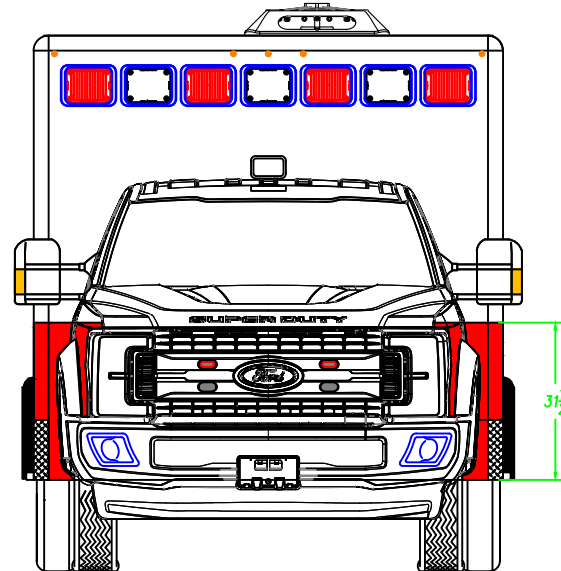
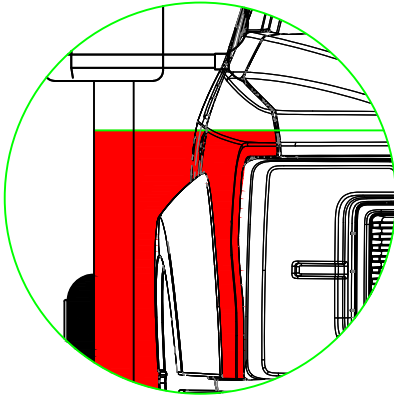
Customer:

TUBAC FIRE

21-MH1339

Sheet

C




FORD F-350 169" W.B.
ME-153"-72" H.R. TYPE I AMBULANCE

DESCRIPTION:
FRONT & REAR EXTERIOR

| | | |
|---------------------------|---------------------------|--------------------|
| DRAWN BY: I. STANSBURY | DATE CREATED: 3/5/2021 | SCALE: 5/16"=1' |
| REVISED BY: | DATE REVISED: | REVISION: |

Note: Drawings are for reference only, measurements may vary from actual product.



MEDIX
SPECIALTY VEHICLES, INC.

3008 MOBILE DRIVE
ELKHART, IN 46514
PH: 574-266-0911
FAX: 574-266-6669

"LET US SHOW YOU THE MEDIX DIFFERENCE"
WWW.MEDIXAMBULANCE.COM

Dealer: REPUBLIC

Approved By:

Date:

Customer:

TUBAC FIRE

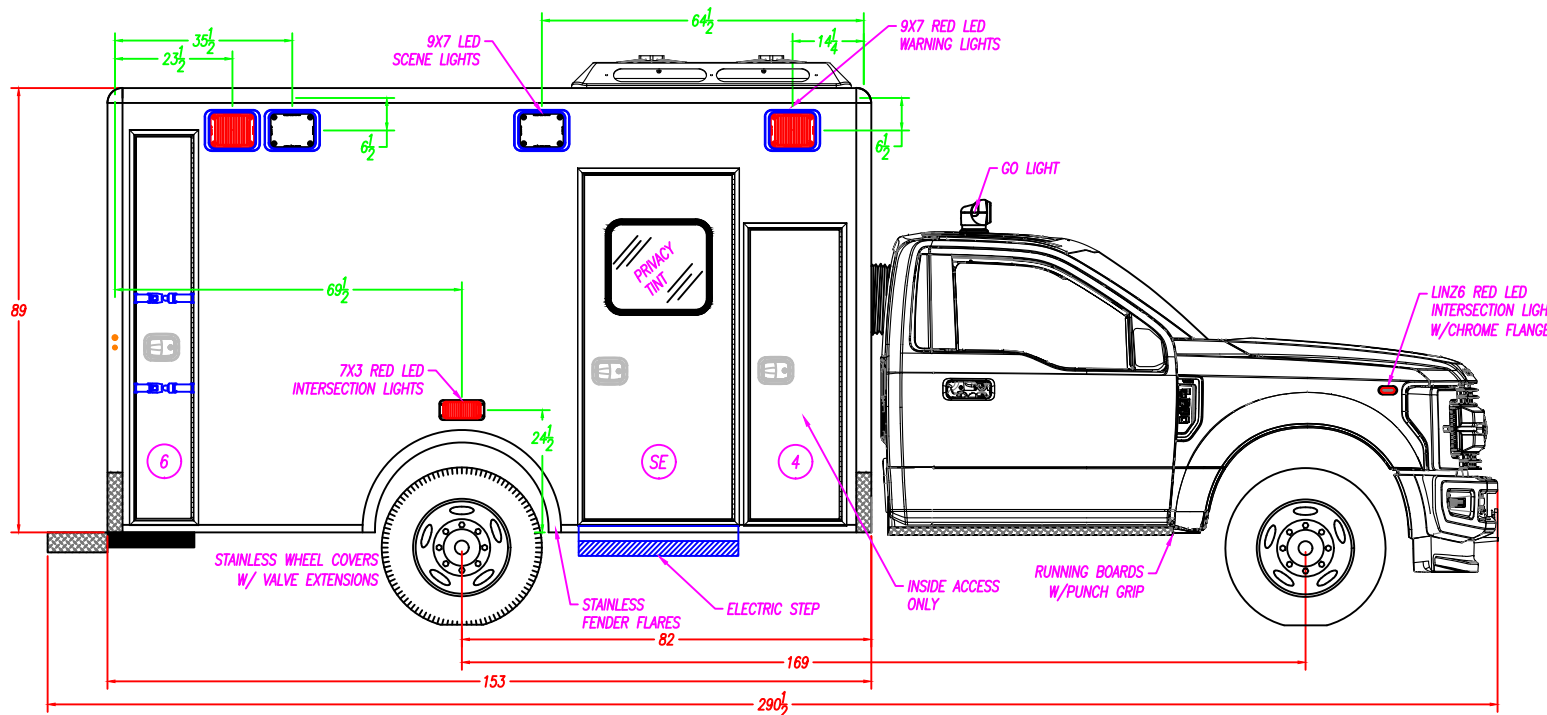
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Sheet

A

ALL COMPARTMENT/ENTRY DOORS TO HAVE POWER LOCKS
WIRE TO OEM

ALL GREEN DIMENSIONS ARE TAKEN FROM EDGE OF WALL
SURFACE PRIOR TO CORNER CAP BEING APPLIED



COMPARTMENT SIZES

NOTE: THE DIMENSIONS BELOW ARE ROUGH OPENINGS, SUBTRACT 1/4" FOR TUB SIZE

| NO. | COMPARTMENT TYPE | WIDTH | HEIGHT | DEPTH |
|-----|-------------------------------|---------|---------|-------|
| 4 | ALS/BATTERY COMPARTMENT | --- | --- | --- |
| 6 | BACKBOARD STORAGE COMPARTMENT | 12 3/8" | 77 3/4" | 19" |

COMPARTMENT & ENTRY DOORS

| NO. | PART NUMBER | NO. | PARTNUMBER |
|-----|-------------|-----|------------|
| 4 | 71-A10910 | SE | 71-A10908 |
| 6 | 71-115267 | - | --- |

COMPARTMENT TUBS

| NO. | PART NUMBER | NO. | PARTNUMBER |
|-----|-------------|-----|------------|
| 5 | 41-101372 | - | --- |
| 6 | 41-115268 | - | --- |
| SE | 41-101781 | - | --- |

COMPARTMENT / ENTRY DOOR SIZES

| NO. | COMPARTMENT / ENTRY DOOR TYPE | WIDTH | HEIGHT |
|-----|-------------------------------|---------|---------|
| 4 | ALS/BATTERY COMPARTMENT DOOR | 18" | 58 1/8" |
| 6 | BACKBOARD COMPARTMENT DOOR | 11 3/8" | 76 3/8" |
| SE | SIDE ENTRY DOOR | 29 3/4" | 69 1/8" |

FORD F-350 169" W.B.
ME-153"-72" H.R. TYPE I AMBULANCE
CURB SIDE EXTERIOR

| | | |
|---------------------------|---------------------------|--------------------|
| DRAWN BY: I. STANSBURY | DATE CREATED: 3/5/2021 | SCALE: 5/16"=1' |
| REVISED BY: | DATE REVISED: | REVISION: |

Note: Drawings are for reference only, measurements may vary from actual product.



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ELKHART, IN 46514
PH: 574-266-0911
FAX: 574-266-6669
SPECIALTY VEHICLES, INC.
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Dealer: REPUBLIC

Approved By:

Date:

Customer:

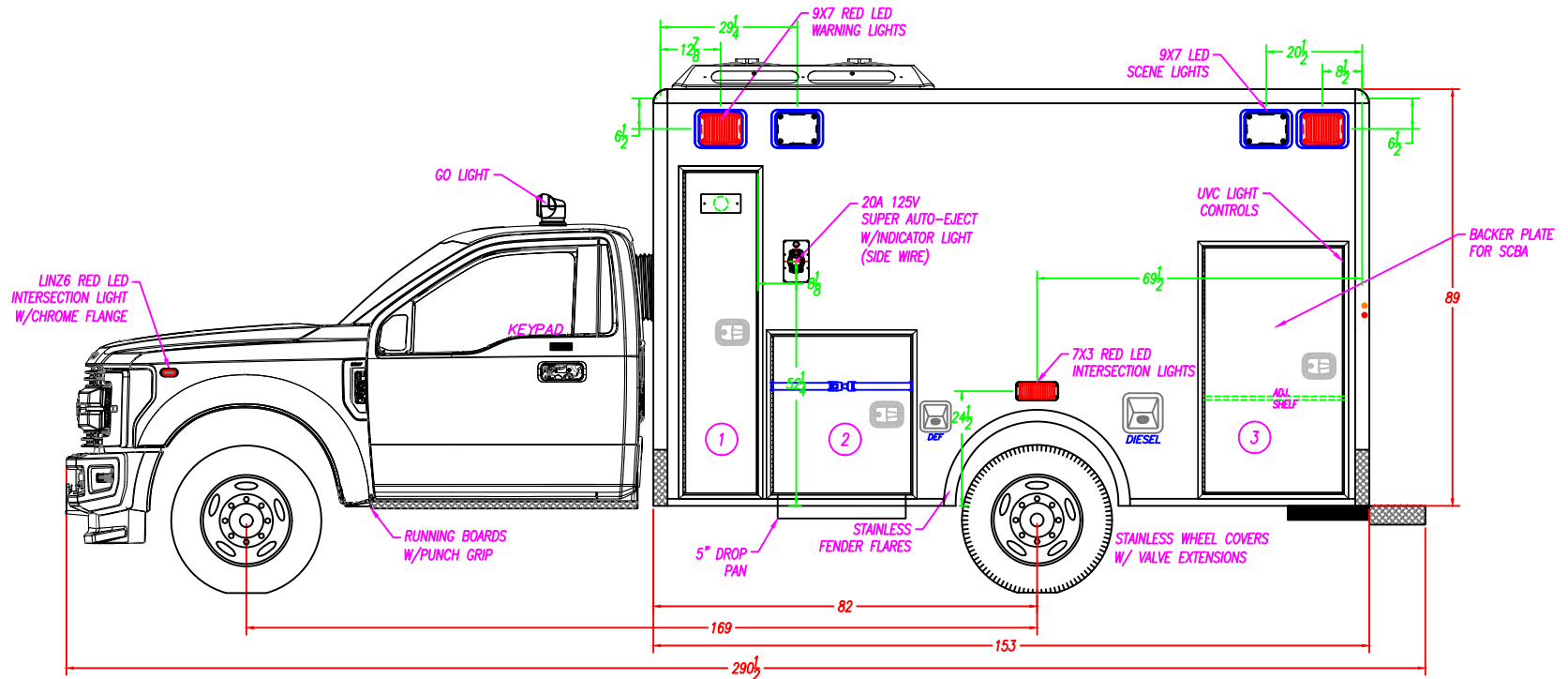
TUBAC FIRE

21-MH1339

Sheet
B

ALL COMPARTMENT/ENTRY DOORS TO HAVE POWER LOCKS
WIRE TO OEM

ALL GREEN DIMENSIONS ARE TAKEN FROM EDGE OF WALL
SURFACE PRIOR TO CORNER CAP BEING APPLIED



COMPARTMENT SIZES

NOTE: THE DIMENSIONS BELOW ARE ROUGH OPENINGS, SUBTRACT 1/4" FOR TUB SIZE

COMPARTMENT & ENTRY DOORS

COMPARTMENT TUBS

| NO. | COMPARTMENT TYPE | WIDTH | HEIGHT | DEPTH |
|-----|------------------------------|---------|---------|---------|
| 1 | O2 STORAGE COMPARTMENT | 16 3/4" | 69 3/4" | 15 3/4" |
| 2 | MID BODY STORAGE COMPARTMENT | 30 3/4" | 34 1/2" | 15 3/4" |
| 3 | REAR STORAGE COMPARTMENT | 34 3/4" | 34 3/4" | 18 3/4" |

| NO. | PART NUMBER | NO. | PARTNUMBER |
|-----|-------------|-----|------------|
| 1 | 71-A10911 | - | --- |
| 2 | 71-A10976 | - | --- |
| 3 | 71-101654 | - | --- |

| NO. | PART NUMBER | NO. | PARTNUMBER |
|-----|-------------|-----|------------|
| 1 | 41-101248 | - | --- |
| 2 | 41-102461 | - | --- |
| 3 | 41-105939 | - | --- |

COMPARTMENT / ENTRY DOOR SIZES

FORD F-350 169" W.B.
ME-153"-72" H.R. TYPE I AMBULANCE
STREET SIDE EXTERIOR

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| NO. | COMPARTMENT / ENTRY DOOR TYPE | WIDTH | HEIGHT |
|-----|-----------------------------------|---------|---------|
| 1 | O2 STORAGE COMPARTMENT DOOR | 15 3/8" | 68 3/8" |
| 2 | MID BODY STORAGE COMPARTMENT DOOR | 29 3/8" | 33 3/8" |
| 3 | REAR STORAGE COMPARTMENT DOOR | 33 3/8" | 33 3/8" |

| | | |
|---------------------------|---------------------------|--------------------|
| DRAWN BY: I. STANSBURY | DATE CREATED: 3/5/2021 | SCALE: 5/16"=1' |
| REVISED BY: | DATE REVISED: | REVISION: |

Note: Drawings are for reference only, measurements may vary from actual product.

Dealer: REPUBLIC

Approved By:

Date:

Customer:

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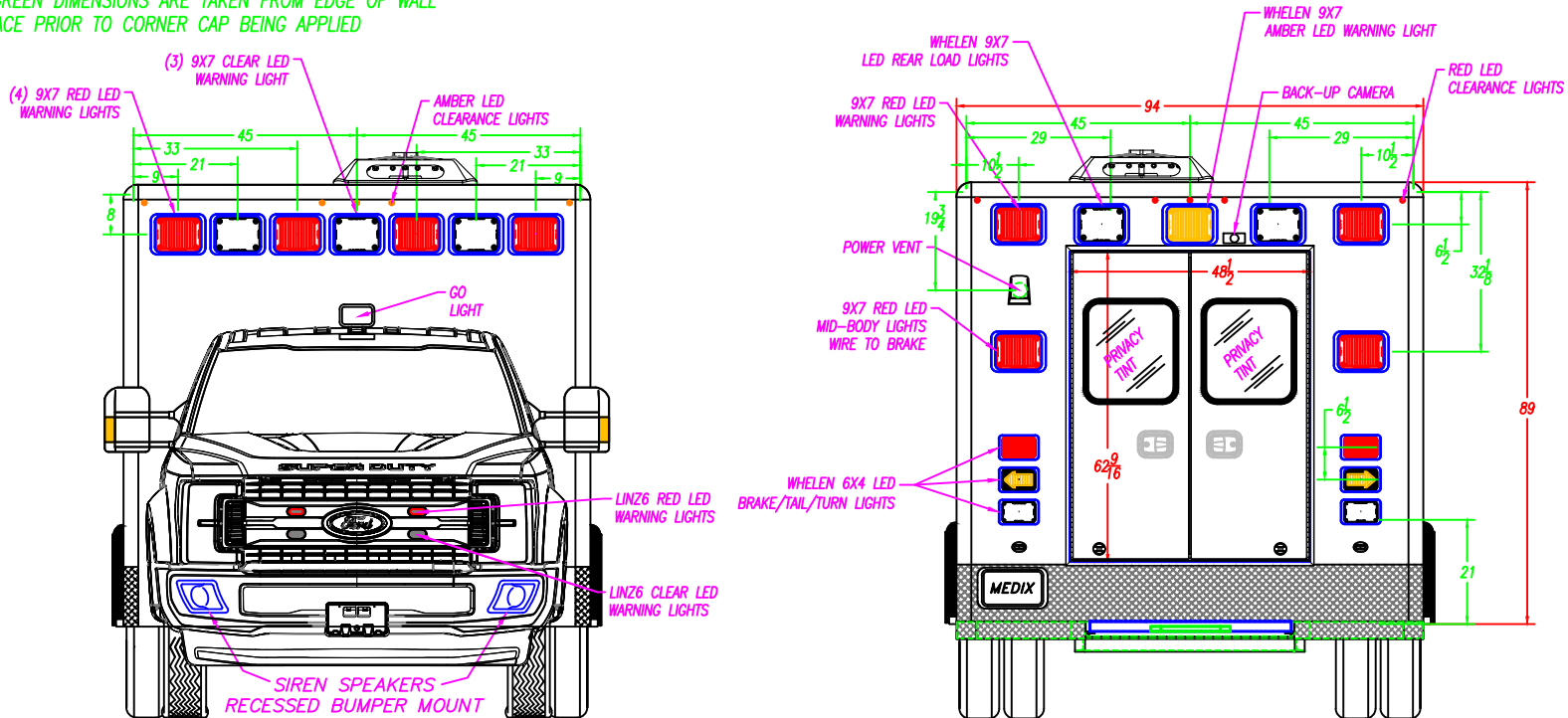
21-MH1339

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C

ALL COMPARTMENT/ENTRY DOORS TO HAVE POWER LOCKS
WIRE TO OEM

ALL GREEN DIMENSIONS ARE TAKEN FROM EDGE OF WALL
SURFACE PRIOR TO CORNER CAP BEING APPLIED




REAR ENTRY DOOR SIZES

FORD F-350 169" W.B.
ME-153"-72" H.R. TYPE I AMBULANCE

| | | |
|---------------------------------------|---------------------------|--------------------|
| DESCRIPTION: FRONT & REAR EXTERIOR | | |
| DRAWN BY: I. STANSBURY | DATE CREATED: 3/5/2021 | SCALE: 5/16"=1' |
| REVISED BY: | DATE REVISED: | REVISION: |

Note: Drawings are for reference only, measurements may vary from actual product.



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Dealer: REPUBLIC

Approved By:

Date:

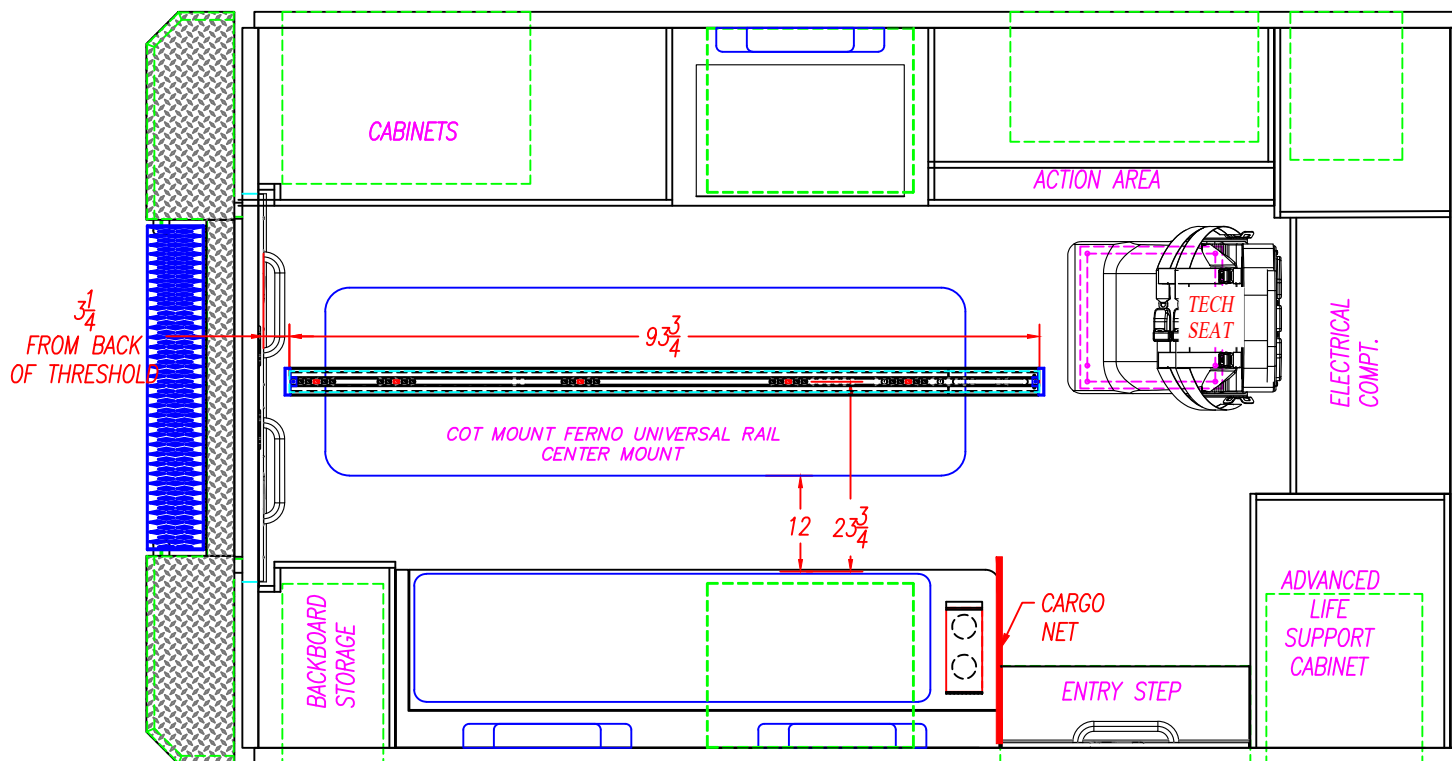
Customer:

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D



FORD F-350 169" W.B.
 ME-153"-72" H.R. TYPE I AMBULANCE
 DESCRIPTION: PATIENT AREA PLAN
 DRAWN BY: I. STANSBURY DATE CREATED: 3/5/2021 SCALE: 1/2"=1'
 REVISED BY: DATE REVISED: REVISION:

Note: Drawings are for reference only, measurements may vary from actual product.



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Dealer: REPUBLIC

Approved By:

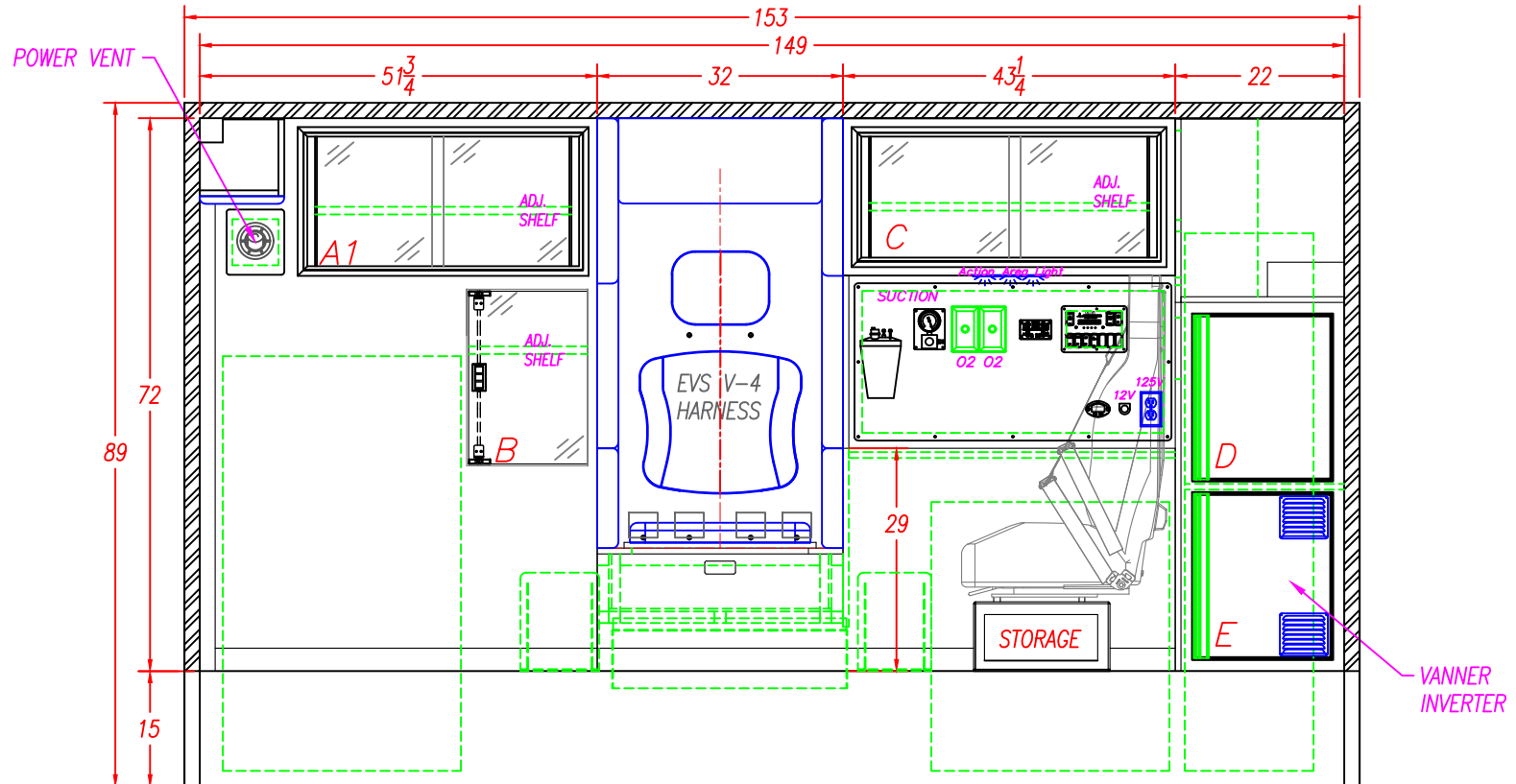
Date:

Customer:

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Sheet
E




INTERIOR CABINET STORAGE

| ITEM | HEIGHT | WIDTH | DEPTH | SPECIAL NOTE |
|------|---------|---------|---------|--------------|
| A1 | 14 3/4" | 36" | 18" | |
| C | 14 3/4" | 37 3/4" | 15" | |
| D | 23 1/2" | 21" | 17 1/4" | |
| E | 23 1/2" | 21" | 17 1/4" | |
| F | | | | |

FORD F-350 169" W.B.
ME-153"-72" H.R. TYPE I AMBULANCE
STREET SIDE INTERIOR

| | | |
|---------------------------|---------------------------|-------------------|
| DRAWN BY: I. STANSBURY | DATE CREATED: 3/5/2021 | SCALE: 1/2"=1' |
| REVISED BY: | DATE REVISED: | REVISION: |

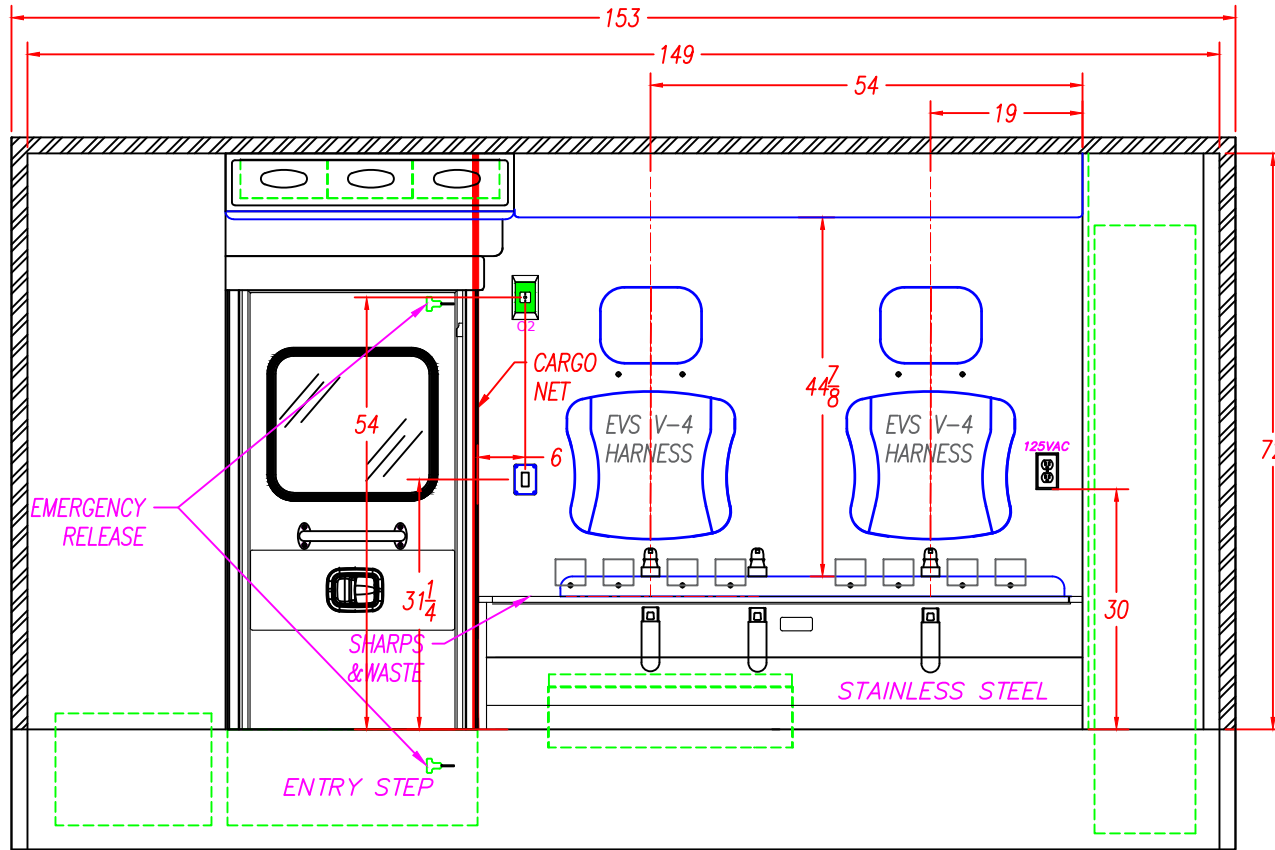
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**4" SEATBELT
PLATE LOCATION**

| | | | | | | |
|------------------|--|---|---------------|-----|-------------------|-------------------|
| WELD SHOP | 33 INCHES | NOTE: THIS DIMENSION IS FROM THE BOTTOM OF THE WALL TO THE BOTTOM OF THE 4" PLATE. | | | | |
| | CABINET SHOP | NOTE: THE HOLES FOR THE TOP SEATBELT BOLTS ARE 1 1/4" FROM THE TOP OF THE SQUAD BENCH TO THE CENTER OF THE SEATBELT BOLT. NOTE: THE HOLES FOR THE BOTTOM SEATBELT BOLTS ON THE SQUAD BENCH ARE 9 3/8" FROM THE TOP OF THE FLOOR TO THE CENTER OF THE BOLT. | | | | |
| | NOTE: READ THE DIMENSIONS FROM RIGHT TO LEFT AS VIEWED | THE LOCATION OF THE BOTTOM SEATBELT HOLES ARE FROM THE REAR OF THE SQUAD BENCH TO THE CENTER OF THE 1/2" HOLE | BOTTOM | | PREDRILLED | PREDRILLED |
| | THE LOCATION OF THE TOP SEATBELT HOLES ARE FROM THE REAR WALL TO THE CENTER OF THE 1/2" HOLE | TOP | | 54" | 40 5/8" | 19" |

FORD F-350 169" W.B.
ME-153"-72" H.R. TYPE I AMBULANCE
DESCRIPTION:
CURB SIDE INTERIOR
DRAWN BY: I. STANSBURY
DATE CREATED: 3/5/2021
SCALE: 1/2"=1'
REVISED BY: DATE REVISED: REVISION:



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Dealer: REPUBLIC

Approved By:

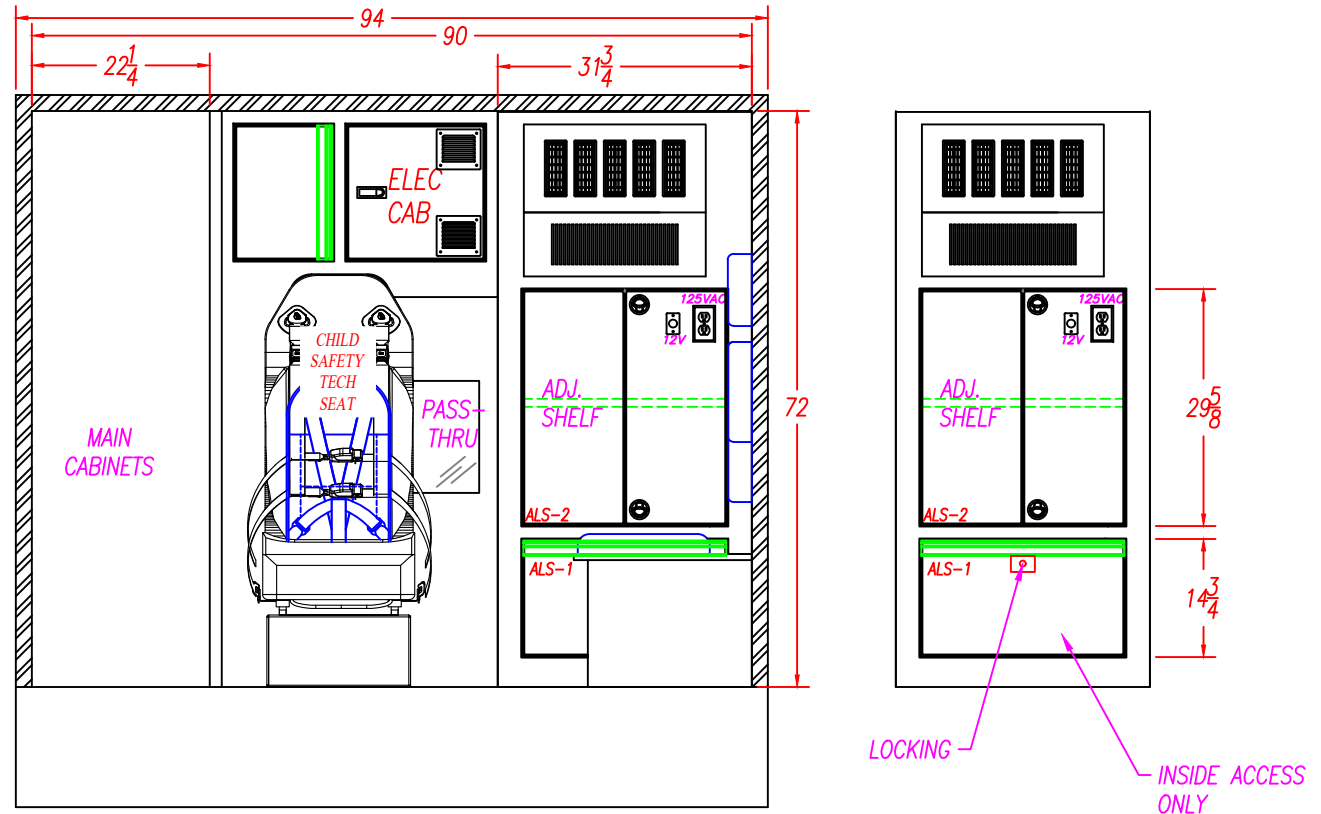
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21-MH1339

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G



INTERIOR CABINET STORAGE


| ITEM | HEIGHT | WIDTH | DEPTH | SPECIAL NOTE |
|-------|---------|-------|---------|--------------|
| ALS-1 | 14 3/4" | 30" | 20 1/2" | |
| ALS-2 | 29 5/8" | 30" | 20 1/2" | |

FORD F-350 169" W.B.
ME-153"-72" H.R. TYPE I AMBULANCE

DESCRIPTION:
FRONT ELEVATION

| | | |
|---------------------------|---------------------------|-------------------|
| DRAWN BY: I. STANSBURY | DATE CREATED: 3/5/2021 | SCALE: 1/2"=1' |
| REVISED BY: | DATE REVISED: | REVISION: |

Note: Drawings are for reference only, measurements may vary from actual product.



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Dealer: REPUBLIC

Approved By:

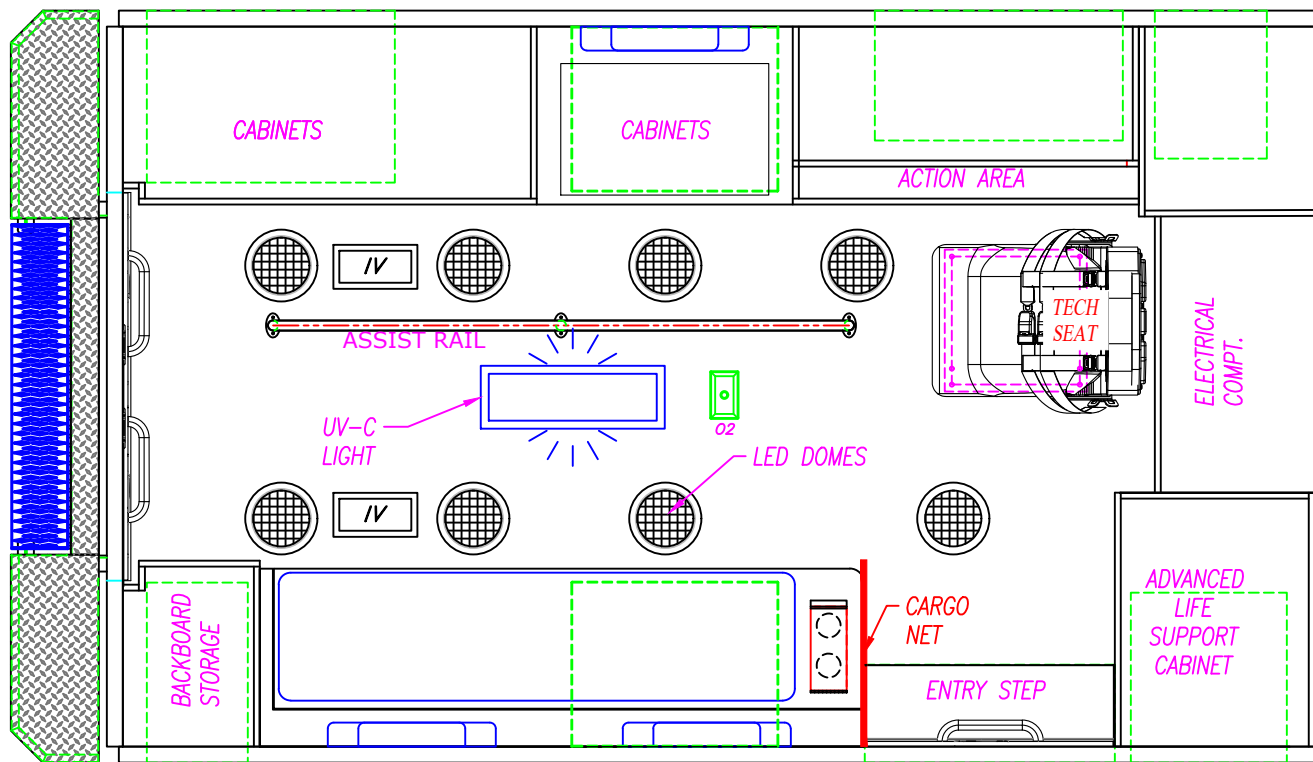
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H



FORD F-350 169" W.B.
 ME-153"-72" H.R. TYPE I AMBULANCE

| | | |
|--------------------------------|---------------------------|-------------------|
| DESCRIPTION: CEILING LAYOUT | | |
| DRAWN BY: I. STANSBURY | DATE CREATED: 3/5/2021 | SCALE: 1/2"=1' |
| REVISED BY: | DATE REVISED: | REVISION: |

Note: Drawings are for reference only, measurements may vary from actual product.



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Dealer: REPUBLIC

Approved By:

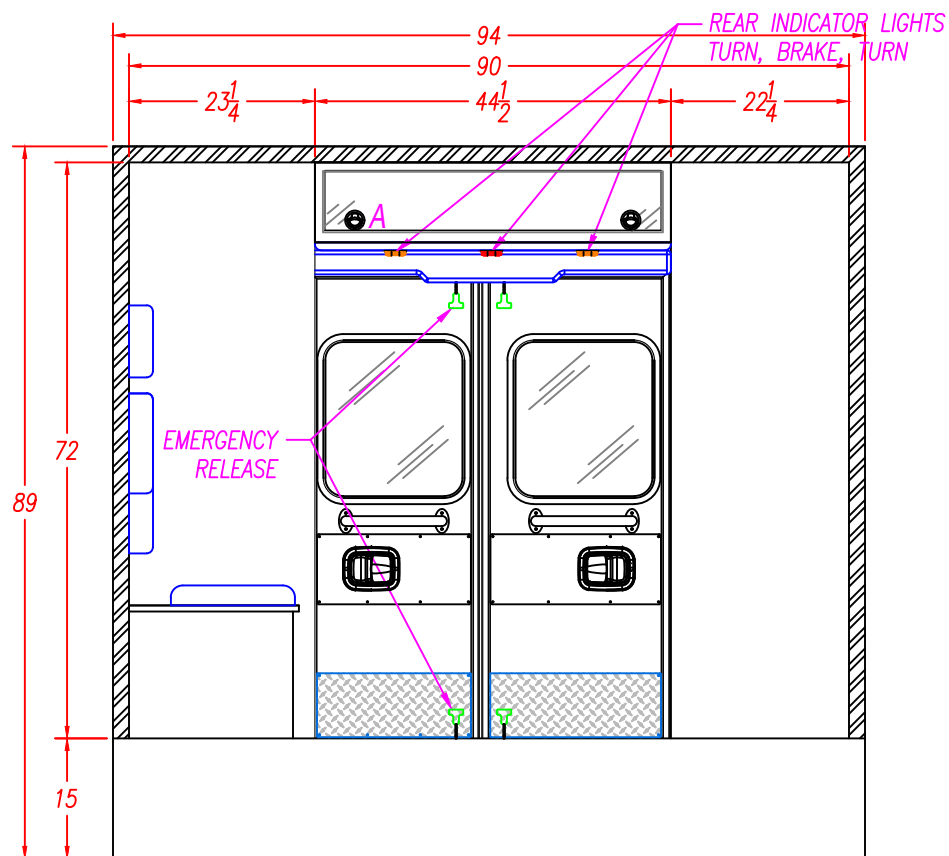
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Customer:

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INTERIOR CABINET STORAGE

| ITEM | HEIGHT | WIDTH | DEPTH | SPECIAL NOTE |
|------|--------|---------|-------|--------------|
| A | 6 1/4" | 40 3/4" | 7" | |

FORD F-350 169" W.B.
ME-153"-72" H.R. TYPE I AMBULANCE

| DESCRIPTION: | | |
|---------------------------|---------------------------|-------------------|
| REAR ELEVATION | | |
| DRAWN BY: I. STANSBURY | DATE CREATED: 3/5/2021 | SCALE: 1/2"=1' |
| REVISED BY: | DATE REVISED: | REVISION: |

Note: Drawings are for reference only, measurements may vary from actual product.

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Dealer: REPUBLIC

Approved By:

Date:

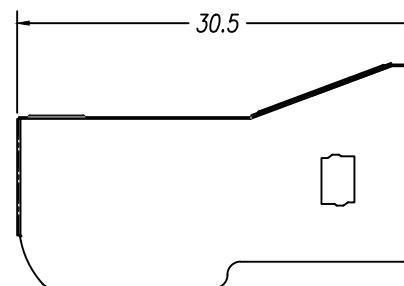
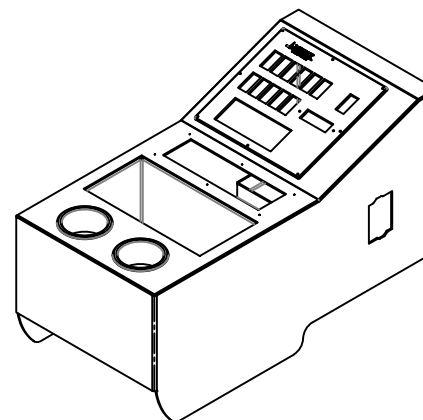
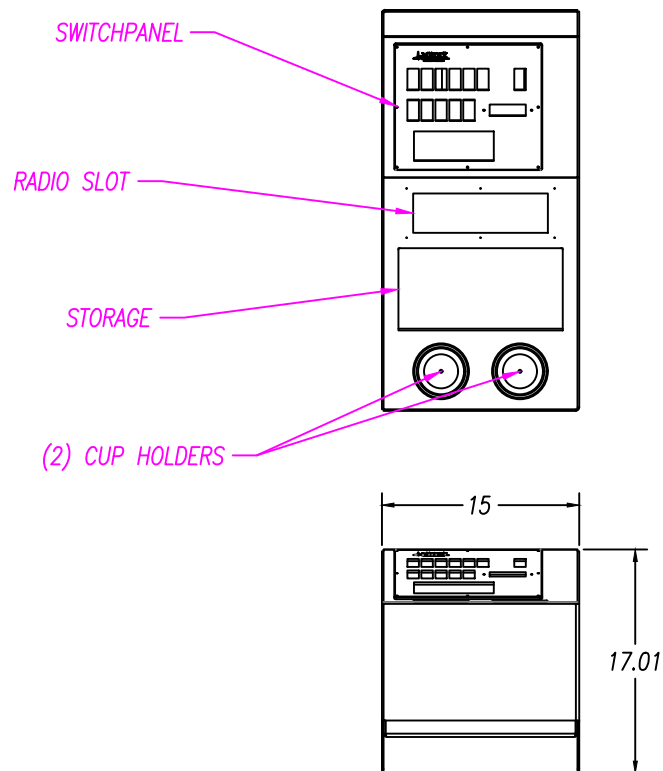
Customer:

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21-MH1339

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J



FORD F-350 169" W.B.
ME-153"-72" H.R. TYPE I AMBULANCE

DESCRIPTION: FRONT CONSOLE

| | | |
|---------------------------|---------------------------|-------------------|
| DRAWN BY: I. STANSBURY | DATE CREATED: 3/5/2021 | SCALE: 1/2"=1' |
| REVISED BY: | DATE REVISED: | REVISION: |

Note: Drawings are for reference only, measurements may vary from actual product.



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ELKHART, IN 46514
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FAX: 574-266-6669

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6/27/2022

**Tubac Fire District
Securis Insurance Pool, Inc.
Coverage Acceptance Form
Effective Dates of Coverage: 07/01/2022-06/30/2023**

| Class Code | Classification | Payroll | Rate per \$100 traditional workers' compensation | Rate per \$100 COVID | Rate per \$100 Presumptive Cancer | Contribution |
|---|--|-------------|--|----------------------|-----------------------------------|------------------|
| 7710 | Operational Staff (e.g., firefighters, firefighter/EMT, firefighter/paramedic) | \$1,634,621 | 4.32 | 1.62 | 2.88 | \$144,174 |
| 8810 | Other Full or Part-Time Employees (e.g., clerical or office employees) | \$68,500 | 0.14 | 0.00 | 0.00 | \$96 |
| Annual Estimated Contribution (subject to payroll audit) | | | | | | \$144,270 |

Workers' compensation limit: Statutory

| | |
|---|--------------------------------------|
| Employer liability limit bodily injury by accident: | \$1,000,000 each accident |
| Bodily injury by disease: | \$1,000,000 each employee |
| Bodily injury by disease: | \$1,000,000 coverage or policy limit |

Deductible: None

The Terrorism Risk Insurance Act, DTEC surcharges, and adjustments are included. The member contribution is subject to annual payroll audit.

I, the undersigned, as the District Authorized Representative, do hereby accept, on behalf of the above-named District, the coverages and pricing indicated above, pending final board approval if necessary. I understand that my District will be bound by the terms and conditions of the Participation Agreement. I represent and confirm that, to the best of my knowledge, all information provided above is accurate and complete.

Authorized representative for Tubac Fire District:

Signature: 
4AFAA9A1987746C...

Name: _____

Title: Fire Chief

Date: 6/28/2022



3/31/2023

Tubac Fire District
 Securis Insurance Pool, Inc.
 Coverage Acceptance Form
 Effective Dates of Coverage: 07/01/2023-06/30/2024

| Class Code | Classification | Payroll | Rate per \$100 traditional workers' compensation | Rate per \$100 COVID | Rate per \$100 Presumptive Cancer | Contribution |
|--|--|-------------|--|----------------------|-----------------------------------|--------------|
| 7710 | Operational Staff (e.g., firefighters, firefighter/EMT, firefighter/paramedic) | \$2,050,000 | 3.92 | 1.39 | 3.53 | \$181,220 |
| 8810 | Other Full or Part-Time Employees (e.g., clerical or office employees) | \$80,000 | 0.11 | 0.00 | 0.00 | \$88 |
| Annual Estimated Contribution (subject to payroll audit) | | | | | | \$181,308 |

Workers' compensation limit: Statutory

| | |
|---|--------------------------------------|
| Employer liability limit bodily injury by accident: | \$1,000,000 each accident |
| Bodily injury by disease: | \$1,000,000 each employee |
| Bodily injury by disease: | \$1,000,000 coverage or policy limit |

Deductible: None

The Terrorism Risk Insurance Act, DTEC surcharges, and adjustments are included. The member contribution is subject to annual payroll audit.

I, the undersigned, as the District Authorized Representative, do hereby accept, on behalf of the above-named District, the coverages and pricing indicated above, pending final board approval if necessary. I understand that my District will be bound by the terms and conditions of the Participation Agreement. I represent and confirm that, to the best of my knowledge, all information provided above is accurate and complete.

Authorized representative for Tubac Fire District:

Signature: *[Handwritten Signature]*

Name: BERNARD GUERRERO

Title: FIRE CHIEF

Date: 4/3/2023



Commercial Insurance Proposal

Tubac Fire District

Program term: May 17, 2023 to May 17, 2024
Presentation date: April 17, 2022

Presented by:

Bob Rice
Insurance Advisor
5330 N. La Cholla Blvd
Tucson, AZ 85741
(520) 784-6696
brice@mahoneygroup.com

**THE
MAHONEY
GROUP®**

Confidence to Face Whatever Lies Ahead

April 17,2023

Tubac Fire District
PO Box 2881
Tubac, AZ 85646-2881

Dear Chief Guerrero:

Our insurance coverage proposal is now ready for your review.

The information in this document is based on data and other information that you provided to our team. Please examine it closely to ensure its accuracy and let us know what, if anything, might need to be added or changed.

Your premiums are based on a variety of factors. Please be sure to let us know anytime you've hired new employees, reduced staff, and acquired or sold a new building or any asset.

Finally, this proposal is an overview of your insurance program, not a legal contract. Once bound, you'll want to refer to the actual policies for specific terms, conditions, limits and exclusions.

We thank you for your business and, of course, please contact me with any further questions.

Thank you,

Bob Rice

Overview

The Mahoney Group combines more than 100 years of experience with leading-edge products to provide exceptional service and value to our clients. Our offerings include risk management services; a comprehensive range of insurance solutions ranging from workers' compensation to specialty coverages, and employee benefits.

Headquartered in Mesa, Ariz., we are an employee-owned company that has grown from a small, family-owned business to now rank in the Top 100 among U.S. brokerages.

With operations in nine states, we also are part of Assurex Global, a worldwide network of brokers whose collective bargaining power and long history with carriers mean you get the best product offerings and pricing available.

The Mahoney Group also is a member of Zywave, a nationwide network of over 400 insurance and employee benefits brokerages and third-party administrators focused on enhanced client services and helping you promote greater health, wellness and safety in your workforce.

Our Value Proposition

Confidence to face whatever lies ahead.

Our risk management and insurance solutions have been delivering just that to clients nationally and globally for decades. We do that in part by helping you drive down claims frequency and severity with an action plan based on your risk profile and training needs. We also provide onsite training to help you address loss-control issues and to promote a safer work environment for your employees.

Total Cost of Risk

Your operations face a myriad of challenges, including safety issues, OSHA compliance burdens, rate fluctuations, and increased litigation risks. This challenging environment requires a more sophisticated approach to the way you purchase and manage your insurance programs. We advocate a Total Cost of Risk, or TCOR, management philosophy that goes far beyond premiums and retained losses. Instead, we help you understand your long-term TCOR based on a comprehensive review and analysis of your risks to help you regain control over areas that you can, indeed, control.

Our range of value-added services include:

Data Analysis

Data analysis can help you manage and reduce your claims. By analyzing your losses with a sophisticated data analysis tool, we can help you develop loss control plans that will focus on areas with the highest potential to reduce direct and indirect costs, reduce injuries, reduce administrative time, and reduce the risk of loss.

Education and Training

Our onsite risk management and employee seminars are designed to help you increase safety and reduce losses, while providing you with a training and team-building opportunity.

Regulatory and Legislative News

Staying atop the ever-changing world of property and casualty insurance is a challenge. Our “Risk Insights” publication helps you keep up with the latest developments, including how-to articles to help you address those issues.

Your Team

The Mahoney Group is committed to building and sustaining long-term partnerships with our clients. To that end, we have assigned a team to your account committed to the highest levels of professionalism. From initial planning to ongoing implementation, your team will be at your side through thick and thin, delivering service with a servant's heart.

Advisors

Bob Rice

Executive Vice President
brice@mahoneygroup.com
(520) 784-6696

Account Management

Shawna Hetz

Customer Service Support Agent –
Commercial Lines
shetz@mahoneygroup.com
(520) 784-6690

Risk Management

Mary Wells

VP of Strategic Management Services
mwells@mahoneygroup.com
(480) 214-2734

Employee Benefits

Michael Cano

Employee Benefits Consultant / Tribal
mcano@mahoneygroup.com
(520) 784-6668

Global Alliance

The Mahoney Group is proud to be a member of Assurex Global, the world's largest privately held risk management and commercial insurance brokerage group.

Founded in 1954, Columbus, Ohio-based Assurex Global is a unique international corporation that marshals the experience, expertise, products and services of the world's most successful and respected independent risk management, commercial insurance and employee benefits professionals.

A hallmark of Assurex Global is the fact that all partners, regardless of city and country, are committed to providing an immediate and professional response to other partners' requests for advice on local insurance conditions, assistance with local coverages, and other local services, including claims and loss control. Only one outstanding agency in each geographic market is selected to become an Assurex Partner.

As a member, we meet regularly to share ideas and explore solutions, bringing an unsurpassed level of resources, interaction, and cooperation that we can then pass along to our clients.

Assurex Global is the world's largest privately held commercial insurance, risk management and employee benefits brokerage group. Only the two largest publicly owned brokers generate a larger premium volume than Assurex Global.



Premium Summary

| LINES OF COVERAGE | EXPIRED PREMIUM | RENEWAL PREMIUM |
|-----------------------------------|-----------------------|-----------------------|
| | 05/17/2022-05/17/2023 | 05/17/2023-05/17/2024 |
| VFIS Commerical Package | \$41,764 | \$43,931 |
| VFIS Accident & Sickness (Option) | \$0.00 | \$3,508 |
| CFC Cyber Liability (Option) | \$0.00 | \$3,725.52 |
| TOTAL: | \$41,764 | \$51,164.52 |

Notes/Changes

VFIS Insurance-Property

- Blanket Content Limit increased from \$490,724 to \$510,353 per automatic inflation rate of four percent
- Building limits increased per automatic inflation rate of four percent
 - 2227 E Frontage Road-Fire Station: \$429,596 to \$446,780
 - 2227 E Frontage Road-Fuel Station: \$20,811 to \$21,643
 - 2227 E Frontage Road-Office: \$55,831 to \$58,064
 - 2227 E Frontage Road-Crew Quarters: \$32,417 to \$33,714
 - 2227 E Frontage Road-Dwelling: \$108,160 to \$112,486
 - 1360 W Frontage Road-Fire Station: \$1,171,624 to \$1,218,489
 - 333 Camino Josefina-Fire Station: \$4,322,787 to \$4,495,698
 - 149 Ruta Camaron Road-Fire Station: \$4,322,787 to \$4,495,698
 - 457 Camino Agosto-Building: \$62,400 to \$64,896

VFIS Insurance-General Liability

- Increased Fire and other non-medical Runs from 545 to 727
- Decreased Emergency medical or first responder medical Run from 1,061 to 1,011

VFIS Insurance-Auto

- 33 total vehicles

VFIS Insurance-Accident & Sickness

- Can alter the proposal to meet a given budget amount

CFC -Cyber Liability

- Non-Admitted Carrier
- \$3,110.00 plus taxes & fees \$3,725.52

Payment Plans/Terms

VFIS Package- Agency Bill-Payments made directly to The Mahoney Group

- Deposit of \$10,998
- 3 Quarterly Installments of \$10,978

VFIS Accident & Sickness- Agency Bill-Payments made directly to The Mahoney Group

- Annual Payment or Semi-Annual

CFC-Cyber Liability Agency Bill-Payments made directly to The Mahoney Group

- Annual Payment of 3,752.52

Subjectivities

VFIS Package

- Signed Acord Application

VFIS Accident & Sickness

- Supplemental Application

CFC-Cyber Liability

- Confirmation that the insured operates on a segregated IT infrastructure to the municipality
- Please provide name, position, email and telephone number for the designated contact to receive security related alerts and targeted threat intelligence within 15 days of binding
- Satisfactory confirmation that the client has downloaded & registered the incident response mobile app, details of which can be found on the first page of the attached quote within 30 days of binding

Additional Coverage Options

The coverage lines listed here are not included in your program. While not exhaustive, any of the coverages seen here can be purchased for an additional premium charge.

- Increase Forgery from \$100,000 to \$250,000 and Public Employee Dishonesty from \$100,000 to \$250,000-Estimated Annual Premium \$549
- Increase Forgery from \$100,000 to \$250,000 and Public Employee Dishonesty from \$100,000 to \$500,000-Estimated Annual Premium \$625
- Increase excess limits from \$8,000,000 per occurrence/\$16,000,000 per aggregate to \$10,000,000 per occurrence/\$20,000,000 per aggregate -Estimated Annual Premium \$7,288
- Aviation Coverage, including Drones
- Earthquake
- Electronic Data Liability
- Flood Coverage
- Foreign / International Coverage
- Group Health
- Kidnap & Ransom
- Mold & Fungus
- Pollution Insurance
- Terrorism Coverage
- Travel Accident



**AN ACCIDENT & SICKNESS INSURANCE PROPOSAL
PREPARED FOR:**

TUBAC FIRE DISTRICT
PO BOX 2881
TUBAC, AZ 85646-0000

PRESENTED BY: M & O AGENCIES INC
5330 N LACHOLLA BOULEVARD
TUCSON, AZ 85741-3815

DATE PREPARED: March 22, 2023

This proposal is valid for 90 days.

Prepared For: TUBAC FIRE DISTRICT

| VOLUNTEER BASIC BENEFITS | Quote Number: | 232133 |
|--|----------------------|--------------|
| Loss of Life Benefits | | |
| Accidental Death Benefit Amount..... | | \$20,000 |
| Seat Belt Benefit Amount..... | | \$5,000 |
| Safety Vest Benefit Amount..... | | \$5,000 |
| Military Death Benefit Amount..... | | \$15,000 |
| Illness Loss of Life Benefit Amount..... | | \$20,000 |
| Dependent Child & Education Benefit Amount..... | Per Dependent Child | \$30,000 |
| Spousal Support & Education Benefit Amount..... | | \$15,000 |
| Memorial Benefit Amount..... | | \$5,000 |
| Dependent Elder Benefit Amount..... | Per Dependent Elder | \$5,000 |
| Repatriation Benefit Amount..... | | \$2,500 |
| Lump Sum Living Benefits | | |
| Accidental Dismemberment & Paralysis Benefit..... | Principal Sum | \$20,000 |
| Vision Impairment Benefit..... | Principal Sum | \$20,000 |
| Injury Permanent Impairment Benefit..... | Principal Sum | \$20,000 |
| Heart Permanent Impairment Benefit..... | Principal Sum | \$20,000 |
| Illness Pemanent Impairment Benefit..... | Principal Sum | \$20,000 |
| Cosmetic Disfigurement Resulting from Bums Benefit..... | Principal Sum | \$20,000 |
| HIV Positive Lump Sum Living Benefit..... | Principal Sum | \$20,000 |
| Weekly Income Benefits | | |
| Total Disability Benefit Weekly Amount (first 28 days)..... | | \$100 |
| Total Disability Benefit Maximum Weekly Amount (after 28 days)..... | | \$100 |
| Total Disability Minimum Weekly Amount..... | | \$25 |
| Partial Disability is equal to 50% of Total Disability Benefit Limit | | |
| Occupational Retraining Benefit..... | Maximum Amount | \$20,000 |
| Weekly Injury Permanent Impairment (Lifetime) Benefit..... | | Included |
| Medical Expense Benefits | | |
| Benefits Paid: Excess of Workers' Comp | | |
| Medical Expense Benefit..... | Maximum Amount | \$2,500 |
| Cosmetic Plastic Surgery Benefit..... | Maximum Amount | \$25,000 |
| Post-Traumatic Stress Disorder Benefit..... | Maximum Amount | \$25,000 |
| Critical Incident Stress Management Benefit..... | Maximum Amount | \$25,000 |
| Family Expense Benefit Amount..... | Per Day | \$100 |
| Family Bereavement & Trauma Counseling Benefit..... | Per Person | \$1,000 |
| Transition Benefit..... | | Not Included |
| Felonious Assault Benefit..... | Amount | \$25,000 |
| Home Alteration & Vehicle Modification Benefit..... | Maximum Amount | \$50,000 |
| Volunteer Basic Premium for 1 Year | | \$992 |

Prepared For: TUBAC FIRE DISTRICT

| VOLUNTEER OPTIONAL BENEFITS | Quote Number: | 232133 | |
|--|----------------------|----------------|------|
| (ANNUAL PREMIUM SHOWN) | Limit | Premium | |
| Weekly Hospital Benefit Amount..... | Not Incl. | | |
| First Week Total Disability Benefit Amount..... | Not Incl. | | |
| Coordinated 28 Day Total Disability Benefit Amount | Not Incl. | | |
| Weekly Injury Permanent Impairment COLA..... | Not Incl. | | |
| Extended Total Disability Benefit..... | Not Incl. | | |
| Long-Term Total Disability Benefit..... | Not Incl. | | |
| Long-Term Total Disability COLA..... | Not Incl. | | |
| Extra Expense Benefit | | | |
| Extra Expense Benefit Monthly Amount..... | Not Incl. | | |
| Extra Expense Benefit Maximum Amount..... | Not Incl. | | |
| 24-Hour Accident Benefit – Injury Only..... | Not Incl. | | |
| Off-Duty Accident Benefit – Injury Only..... | \$10,000 | | \$14 |
| Organized Team Sports Benefit Rider | | | |
| Accidental Death & Dismemberment Benefit Amount* | Not Incl. | | |
| Total Disability Benefit Maximum Weekly Amount* | Not Incl. | | |
| Medical Expense Benefit Maximum Amount* | Not Incl. | | |
| Policy Amendment Rider | Not Incl. | | |

* Since these benefits are based on exposures (e.g. number of persons, type of activity, type of league) premium may vary annually based on differences in exposure.
Please Note: Coverage provided under the optional 24-Hour / Off-Duty AD&D benefit requires a Roster listing the covered members.

| | |
|--|----------------|
| Total Volunteer Basic and Optional: | |
| Premium for 1 Year | \$1,006 |

This proposal is only a brief description of the coverage(s) available under policy series V50000. The policy contains reductions, limitations, exclusions and termination provisions. Full details of the coverage are contained in the policy. If there are any conflicts between this proposal and the policy, the policy shall govern. The policy is underwritten by National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania domiciled insurance company, with its principal place of business at 1271 Ave of the Americas, FL 37, New York, NY 10020-1304. The company is currently authorized to transact business in all states and the District of Columbia and is identified by NAIC No. 19445.

Prepared For: TUBAC FIRE DISTRICT

| CAREER BASIC BENEFITS | Quote Number: | 232133 |
|---|----------------------|---------------|
| Loss of Life Benefits | | |
| Accidental Death Benefit Amount..... | | \$20,000 |
| Seat Belt Benefit Amount | | \$5,000 |
| Safety Vest Benefit Amount | | \$5,000 |
| Military Death Benefit Amount | | \$15,000 |
| Illness Loss of Life Benefit Amount..... | | \$20,000 |
| Dependent Child & Education Benefit Amount..... Per Dependent Child | | \$30,000 |
| Spousal Support & Education Benefit Amount | | \$15,000 |
| Memorial Benefit Amount..... | | \$5,000 |
| Dependent Elder Benefit Amount..... Per Dependent Elder | | \$5,000 |
| Repatriation Benefit Amount..... | | \$2,500 |
| Lump Sum Living Benefits | | |
| Accidental Dismemberment & Paralysis Benefit.....Principal Sum | | \$20,000 |
| Vision Impairment Benefit.....Principal Sum | | \$20,000 |
| Injury Permanent Impairment Benefit.....Principal Sum | | \$20,000 |
| Heart Permanent Impairment Benefit.....Principal Sum | | \$20,000 |
| Illness Pemanent Impairment Benefit.....Principal Sum | | \$20,000 |
| Cosmetic Disfigurement Resulting from Burns Benefit.....Principal Sum | | \$20,000 |
| HIV Positive Lump Sum Living Benefit.....Principal Sum | | \$20,000 |
| Weekly Income Benefits | | |
| Total Disability Benefit Weekly Amount (first 28 days)..... | | \$100 |
| Total Disability Benefit Maximum Weekly Amount (after 28 days)..... | | \$100 |
| Total Disability Minimum Weekly Benefit Amount..... | | \$25 |
| Partial Disability is equal to 50% of Total Disability Benefit Limit | | |
| Occupational Retraining Benefit Maximum Amount | | \$20,000 |
| Weekly Injury Permanent Impairment (Lifetime) Benefit | | Not Included |
| Medical Expense Benefits | | |
| Benefits Paid: Excess of Workers' Comp | | |
| Medical Expense Benefit | Maximum Amount | \$2,500 |
| Cosmetic Plastic Surgery Benefit..... | Maximum Amount | \$25,000 |
| Post-Traumatic Stress Disorder Benefit..... | Maximum Amount | \$25,000 |
| Critical Incident Stress Management Benefit..... | Maximum Amount | \$25,000 |
| Family Expense Benefit Amount..... | Per Day | \$100 |
| Family Bereavement & Trauma Counseling Benefit..... | Per Person | \$1,000 |
| Transition Benefit | | Not Included |
| Felonious Assault Benefit | Amount | \$25,000 |
| Home Alteration & Vehicle Modification Benefit | Maximum Amount | \$50,000 |
| Career Basic Premium for 1 Year | | \$2,404 |

Prepared For: TUBAC FIRE DISTRICT

| CAREER OPTIONAL BENEFITS | Quote Number: | 232133 | |
|--|----------------------|----------------|------|
| (ANNUAL PREMIUM SHOWN) | Limit | Premium | |
| Weekly Hospital Benefit Amount..... | Not Incl. | | |
| First Week Total Disability Benefit Amount..... | Not Incl. | | |
| Coordinated 28 Day Total Disability Benefit Amount | Not Incl. | | |
| 24-Hour Accident Benefit – Injury Only..... | Not Incl. | | |
| Off-Duty Accident Benefit – Injury Only | \$10,000 | | \$98 |
| Organized Team Sports Benefit Rider | | | |
| Accidental Death & Dismemberment Benefit Amount* | Not Incl. | | |
| Total Disability Benefit Maximum Weekly Amount* | Not Incl. | | |
| Medical Expense Benefit Maximum Amount* | Not Incl. | | |

* Since these benefits are based on exposures (e.g. number of persons, type of activity, type of league) premium may vary annually based on differences in exposure.
Please Note: Coverage provided under the optional 24-Hour / Off-Duty AD&D benefit requires a Roster listing the covered members.

| | |
|---|---------|
| Total Career Basic and Optional | |
| Premium for 1 Year | \$2,502 |
| Grand Total Volunteer and Career Premium | \$3,508 |

This proposal is only a brief description of the coverage(s) available under policy series V50000. The policy contains reductions, limitations, exclusions and termination provisions. Full details of the coverage are contained in the policy. If there are any conflicts between this proposal and the policy, the policy shall govern. The policy is underwritten by National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania domiciled insurance company, with its principal place of business at 1271 Ave of the Americas, FL 37, New York, NY 10020-1304. The company is currently authorized to transact business in all states and the District of Columbia and is identified by NAIC No. 19445.

MEMBER FAMILY ASSISTANCE PROGRAM - \$388.08

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 1271 Ave of the Americas, FL 37, New York, NY 10020-1304

(212) 458-5000

(a capital stock company, herein referred to as the Company)

APPLICATION FOR BLANKET ACCIDENT AND SICKNESS INSURANCE

Application for a plan of accident and sickness is hereby made by: TUBAC FIRE DISTRICT

(Name of Policyholder)

to National Union Fire Insurance Company of Pittsburgh, Pa. for coverage under Blanket Accident and Sickness Master Policy as described in Quote-Number _____ a copy of which is attached to and made a part of this application.

Policy Effective Date: _____ at 12:01 A.M. in your time zone

Customer Number: C00506

Policy Termination Date: _____ at 12:01 A.M. in your time zone

Payment Plans: 1 Year – Annual
 1 Year – Semi-Annual (\$1,500 policy minimum)

The following changes in limits or coverage from the above mentioned Quote-Number are hereby requested:

The above named entity hereby acknowledges that the changes shown above may result in a change of premium from that which was previously quoted.

The above named entity hereby understands that this application for accident and sickness coverage is subject to approval of the Company.

General Fraud Warning: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act, which is a crime, and may subject such person to criminal and civil penalties.

(Signed by Authorized Representative)

(Title of Authorized Representative)

Signed by Licensed Resident Agent
(Where Required by law)

(Date)

Why Accident and Sickness Coverage?

The VFIS Accident and Sickness policies provide insurance protection to help with the expenses of an unexpected injury or illness a member may suffer as a result of participation in Covered Activities of emergency service work. These expenses can be from medical expenses, lost income due to disability, or other financial losses which affect a member or their family.

The National Fire Protection Association reported 60,825 firefighter injuries occurred in the line of duty in 2019¹. Despite this statistic many emergency service members continue to believe that accidents only happen to others or that Workers' Compensation will meet all their financial needs in the event of injury, illness or even death. This is simply not always the case.

Even in states with generous Workers' Compensation benefits, there can be gaps in coverage. Common gaps are caused by waiting and retroactive periods, maximum disability income benefit limits, and pre-existing condition limitations such as heart or circulatory malfunction. In addition, benefits for fundraising events, junior members, auxiliary members, and trustees or directors may not be covered.

For over 50 years, VFIS has been offering insurance coverage which has helped to insure emergency service personnel fill the coverage gaps for the financial impact of unexpected illness or injury while performing duties on behalf of the Emergency Service Organization. As the hazards of emergency service work have changed and evolved, our program has also evolved to keep pace with them. That's why VFIS is America's leading provider of insurance products to Emergency Service Organizations and is widely considered the premier provider of accident and sickness insurance protection throughout the United States and Canada.

¹ *National Fire Protection Association Journal, November 2020.*

Preface

This proposal is only a brief description of the coverage(s) available under policy series V50000. The policy contains reductions, limitations, exclusions and termination provisions. Full details of the coverage are contained in the policy. If there are any conflicts between this proposal and the policy, the policy shall govern. The policy is underwritten by National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania domiciled insurance company, with its principal place of business at 1271 Ave of the Americas, FL 37, New York, NY 10020-1304. The company is currently authorized to transact business in all states and the District of Columbia and is identified by NAIC No. 19445.

We, us, or ours in this proposal refers to National Union Fire Insurance Company of Pittsburgh, Pa.

All benefits described in this proposal must arise out of and result from an Insured Person's participation in a Covered Activity. The term "member" used throughout this proposal refers to an Insured Person.

Throughout this proposal, key items such as policy definitions and benefit tables are included in text boxes for your ease of reference. Capitalized terms are defined in the policy. The actual policy providing benefits will be issued, and will contain reductions, limitations, exclusions, and termination provisions.

Coverage may vary by state. Refer to policy for specific coverage language and benefit amounts.

Risk Management

Emergency Service Organizations are faced with many challenges. They are responsible for protecting lives and property in an ever changing environment. Much time is spent dealing with complex financial and legal aspects of your organization.

You have requested this Accident and Sickness insurance proposal from VFIS to help cover your members. Although well known for our specialized insurance products, VFIS is equally recognized as the national leader in providing risk management services to help our clients identify and reduce their exposure to loss.

Your most important responsibility extends to the health and safety of your personnel. As part of VFIS's commitment to help you with this responsibility, we have developed a comprehensive series of training and educational programs that are provided at little or no cost to clients who purchase our insurance products. While insurance coverage is designed to transfer financial responsibility of loss, it is just as important that we offer resources to help you potentially prevent a loss from occurring or if it does occur, limit its impact.

Following are a few of the education and training programs that VFIS provides, which may be useful to help protect your personnel. We would be happy to help you implement any of these programs. Please contact VFIS to get started.

We are here to help.

VFIS Patient Handling addresses proper EMS patient movement, partner pairing, maximum unassisted lifting weights and limitations of equipment. The program includes an instructor's guide, participant manual, a CD-ROM and video. This program will help your organization provide training to minimize strains and sprains while lifting.

The **VFIS Infectious Disease Program** is available to assist you in the development and implementation of your administrative and operational infection control program. The program includes an instructor's guide and participant manual.

The **VFIS Emergency Vehicle Driver Training Program** is available to provide the basis for your driver training program. The program includes an instructor's guide, participant manual, CD-ROM for PowerPoint, and competency course video. VFIS Risk Control Communiqués on Intersections, Response Speed, and Warning Devices are also available to help your organization develop standard operating guidelines.

As a VFIS client, you may request these training resources which are available at no charge.

Visit vfis.com today.

Who is Covered Under the Accident and Sickness Program?

Coverage is provided for all membership classes including auxiliary members, junior members, members-in-training, officers, directors, trustees and administrative personnel.

Non-member volunteers asked by the organization to help in non-emergency events (e.g. fundraising) are also covered.

Deputized bystanders are covered at the time of the emergency while participating in the emergency.

Benefits do not change based on membership class. For example, junior members are entitled to the same benefits as fully trained emergency response volunteers.

Benefits are also available for career members for an additional premium.

Insured Person(s) – means any officially designated member of the **Policyholder** and/or **Participating Organization** while acting as:

- (1) a volunteer member for the **Policyholder** and/or **Participating Organization**;
- (2) any junior member or member in training;
- (3) any commissioner, director, trustee or other similar position associated with the **Policyholder** and/or **Participating Organization**;
- (4) any bystander deputized at the time of the emergency by an official of the **Policyholder** and/or **Participating Organization** to assist in an emergency, but only during the actual emergency;
- (5) any auxiliary member;
- (6) any non-member who is requested to participate by the auxiliary or **Policyholder** and/or **Participating Organization**;
- (7) any member who receives remuneration for on-call duty or out of pocket expenses and
- (8) **Administrative Personnel**;

Subject to the following:

An **Insured Person** will not include a **Paid Employee** while acting within the scope of his or her employment unless the policy is specifically endorsed to provide coverage for career members, except for **Administrative Personnel**.

Paid Employee(s) – means a person who receives compensation and works an average of 25 hours or more per week for the **Policyholder** and/or **Participating Organization**. The time frame used to determine the average hours or the salaried schedule will be the same time frame used to calculate the **Average Weekly Wage**. **Paid Employee** does not include **Administrative Personnel**.

When Does Coverage Apply?

Coverage is provided when a member performs any normal duty of the emergency service organization when under the direction of an officer, whether it is an emergency or non-emergency duty.

Travel to and from these duties is covered.

Good Samaritan Acts are also covered.

Most non-league sport activities held on behalf of and for the benefit of the department are covered. We do not provide benefits for football, hockey, lacrosse, soccer, boxing events, rugby or martial arts.

League Sports can be covered but will require a separate rider purchased in addition to the base policy.

Covered Activity – means any activity, including travel directly to and from such activity, which is a normal duty of an **Insured Person**, including any:

- (1) emergency response for fire suppression and rescue or emergency medical activity;
- (2) training exercise which simulates an emergency and where active physical participation is required;
- (3) **Firematic Events or Contests**;
- (4) class room training;
- (5) fund-raising activities including athletic activities solely for the purpose of raising funds for the **Policyholder** and/or **Participating Organization** or other non-profit organization when such fund-raising is performed as an activity of the **Policyholder** and/or **Participating Organization**, except any form of football, hockey, lacrosse, soccer, boxing, rugby or martial arts;
- (6) official functions attended primarily by members of the **Policyholder** and/or **Participating Organization** for which the purpose is to further the business of the **Policyholder** and/or **Participating Organization** (i.e. installation dinners, banquets, etc.);
- (7) official conventions, conferences or meetings of emergency fire, rescue or medical personnel attended by the **Insured Person** on behalf of the **Policyholder** and/or **Participating Organization** including personal travel and activities related to attending such convention, conference or meeting;
- (8) participation in pre-approved covered athletic events or programs conducted on the premises of the **Policyholder** and/or **Participating Organization**;
- (9) authorized public safety education events; and
- (10) administrative or maintenance duties.

Under no circumstances is there coverage for participation in the athletic events listed in Exclusion number 9.

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

DEATH BENEFITS

Accidental Death or Illness Loss of Life

We will pay a Death Benefit when a member dies as a result of an Injury or Illness that occurs:

- a. during a specific Covered Activity; or
- b. due to a covered Injury or Illness; or
- c. due to a heart attack or stroke within 48 hours of an emergency response or training exercise requiring active physical participation.

Injury(ies) – means accidental bodily injury sustained by the **Insured Person**:

- (1) during and resulting from an **Insured Person's** participation in a specific **Covered Activity** while coverage under this policy is in force as to the **Insured Person**;
- (2) which directly (independent of sickness, disease, mental incapacity or any other cause) causes a loss to the **Insured Person**; and
- (3) which is not otherwise defined as an **Illness**.

The term **Injury**, for the purposes of this policy, will not include human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or AIDS related complex (ARC), or any heart or circulatory malfunction.

Illness(es) – means any disease, sickness, or infection of an **Insured Person** while coverage under this policy is in force as to the **Insured Person**. The **Illness** must:

- (1) manifest itself during a specific **Covered Activity** with the result that the **Insured Person** interrupts his or her participation in such **Covered Activity** in order to receive immediate **Medical Treatment**; or
- (2) directly result from participation in a **Covered Activity** and also result in the **Insured Person** receiving **Medical Treatment** within 48 hours of participation in such **Covered Activity**. The requirement that **Medical Treatment** be received within 48 hours is waived for **Infectious Diseases**; or
- (3) **Illness** also includes the **Mandatory Quarantine** of an **Insured Person**.

No Illness Loss of Life Benefit will be payable if an Accidental Death Benefit is payable under the policy, or if, as a direct result of participation in the same Covered Activity, an HIV Positive Benefit was paid to the member under the policy.

Seat Belt Benefit

We will pay an additional amount if a member was wearing a properly fastened seat belt at the time of a motor vehicle accident which caused death.

Safety Vest Benefit

We will pay an additional amount if a member was wearing an approved safety vest and death occurs when struck as a pedestrian at a motor vehicle accident or while directing traffic.

Military Death Benefit

We will pay a Death Benefit if a Covered Person's death occurs due to bodily injury while serving in the United States Military or their respective Guard or Reserve units. Death must occur within 12 months.

Covered Person - means all members who are listed on the **Policyholder** and/or **Participating Organization's** roster. The roster will be maintained and periodically updated by the **Policyholder** and/or **Participating Organization**. The roster will be kept on file by the **Policyholder** and/or **Participating Organization**.

Dependent Child And Education Benefit

If a Death Benefit is payable, We will pay an additional benefit for each surviving Dependent Child which can be used for anything at the payee's discretion, including costs for education, living expenses, grief counseling, etc.

Dependent Child - means any unmarried child of the **Insured Person** who was dependent upon the **Insured Person** and either claimed on the **Insured Person's** most recent or final federal tax return, or was dependent as a result of a legally enforceable agreement filed with a court or other administrative body.

Spousal Support And Education Benefit

If a Death Benefit is payable, We will pay an additional benefit to the surviving spouse of a married member. This benefit can be used for anything at the spouse's discretion including education, final expenses, grief counseling, etc.

Memorial Benefit

If a Death Benefit is payable, then the deceased member’s department will receive an additional lump sum benefit. This benefit can be used for anything at the department’s discretion, such as final expenses incurred by the department, establishing a memorial or trust fund or financial assistance to beneficiaries. This benefit is payable for each such death.

Dependent Elder Benefit

If a Death Benefit is payable, We will pay a benefit for each surviving Dependent Elder.

Dependent Elder - means any parent, parent-in-law, grandparent, grandparent-in-law, great grandparent or great grandparent-in-law of the **Insured Person** who was dependent upon the **Insured Person** and claimed on the **Insured Person's** final federal tax return.

Repatriation Benefit

If a Death Benefit is payable, We will pay the expense to transport the deceased member when their body is beyond a 30 mile radius from their current primary residence at the time of death resulting from a Covered Activity.

LUMP SUM LIVING BENEFITS

Accidental Dismemberment And Paralysis Benefit

If a member sustains a covered Injury and suffers dismemberment or paralysis, a lump sum benefit will be payable based on the extent of the Injury.

Accidental Dismemberment and Paralysis Chart

| <u>For Loss of:</u> | <u>% of Principal Sum Payable</u> |
|--|--|
| Quadriplegia..... | 200% |
| Paraplegia | 200% |
| Hemiplegia | 200% |
| Uniplegia..... | 100% |
| Both Hands or Both Feet | 100% |
| One Hand and One Foot..... | 100% |
| Entire Sight of Both Eyes..... | 100% |
| One Hand and Entire Sight of One Eye | 100% |
| One Foot and Entire Sight of One Eye | 100% |
| Speech and/or Hearing | 100% |
| One Arm or One Leg..... | 100% |
| One Hand or One Foot..... | 50% |
| Entire Sight of One Eye..... | 50% |
| Both Thumbs | 50% |
| One Thumb..... | 25% |
| Each Joint of a Finger or Toe | 10% |



Vision Impairment Benefit

If a member sustains a covered Injury which causes permanent vision impairment, a lump sum will be payable to the member based on the extent of the Injury. This chart shall apply separately to each eye.

Vision Impairment Chart

| <u>Vision Impairment</u> | <u>% of Vision Impairment Benefit Payable Per Each Eye</u> |
|--------------------------|--|
| 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% |
| 20/150..... | 36.00% |
| 20/180..... | 44.50% |
| 20/200 or poorer | 50.00% |

In no event will benefits be paid for both Vision Impairment Benefit and Accidental Dismemberment and Paralysis Benefit for an Injury to the same eye sustained while participating in the same Covered Activity.

Permanent Damage - means with reference to the eyes, irreparable **Injury** which results in permanently impaired vision, but not in total and irrecoverable loss of sight.

Injury Permanent Impairment Benefit

A lump sum benefit will be paid to any member who suffers a Permanent Impairment as a result of an Injury. An impairment value is assigned after the member has reached maximum medical rehabilitation, and the member's medical condition is considered stable or non-progressive.

To calculate the benefit paid, the Physician uses the "Guides to the Evaluation of Permanent Impairment" published by the American Medical Association to determine the impairment rating.

If a member has an Injury resulting in Quadriplegia, Paraplegia or Hemiplegia, 200% of the Principal Sum is payable. Uniplegia will be paid at 100% of the Principal Sum.

Benefits for an Injury due to a Permanent Impairment paid under this provision will be in addition to any Accidental Dismemberment Benefit or Vision Impairment Benefit paid or payable under the policy. However, in no event will the total amount of benefits payable as a result of any one accident exceed 100% of the largest Principal Sum shown in the Schedule for these benefits, unless:

- (1) the Permanent Impairment rating for an Injury is 90% or higher in which case 125% of the Principal Sum is payable, or
- (2) an Injury resulting in Quadriplegia, Paraplegia or Hemiplegia, in which case 200% of the Principal Sum is payable.

Permanent Impairment - means a medical condition which is a physical or functional abnormality or loss, which remains after the maximum medical rehabilitation has been achieved, and which is considered stable or non-progressive by the **Physician** at the time an evaluation is made.

Physician(s) - means any duly licensed medical practitioner:
 (1) who is acting within the scope of his or her license; and
 (2) who is not the **Insured Person** or an **Immediate Family Member**.



Heart Permanent Impairment Benefit

This lump sum benefit is payable if a member suffers a Heart Permanent Impairment which results in at least 26 weeks of Total Disability.

Heart Permanent Impairment Benefit Chart

| Left Ventricular Ejection Fraction | New York Heart Association Functional Classification | Heart Permanent Impairment Benefit Due |
|------------------------------------|--|--|
| 26 to 30% function | Class II | 25% |
| 26 to 30% function | Class III or IV | 50% |
| 21 to 25% function | Class II or III | 50% |
| 21 to 25% function | Class IV | 75% |
| Less than 21% function | Class II or III | 75% |
| Less than 21% function | Class IV | 100% |

The benefit due is calculated by multiplying the benefit percentage due and the Principal Sum. The benefit is further modified by the member's age on the date of the heart impairment, according to the following table:

- Age 40 or less – 125% of the amount payable
- Age 41 to 65 – 75% of the amount payable
- Age 66 or over – 50% of the amount payable

No benefit is payable if a member had a pre-existing Left Ventricular Ejection Fraction of 35% or lower prior to the Covered Activity causing the Heart Permanent Impairment.

Heart Permanent Impairment - means a medical condition which is a physical and functional abnormality or loss as a consequence of an **Insured Person** sustaining a heart impairment as a result of a **Covered Activity**, resulting in:

- (1) a "Left Ventricular Ejection Fraction" of 30% or less; and
- (2) a "New York Heart Association Functional Classification" of II, III, or IV; and
- (3) at least 26 weeks of **Total Disability**.

Left Ventricular Ejection Fraction - means a clinically used measure of the percentage of blood the heart is able to eject from the left ventricle.

New York Heart Association Functional Classification is a standard measurement of how heart function affects activities of daily living. Below is a summary of the New York Heart Association Classification:

- I. No symptoms and no limitation in ordinary physical activity.
- II. Mild symptoms and slight limitation during ordinary activity. Comfortable at rest.
- III. Marked limitation in activity due to symptoms, even during less-than-ordinary activity. Comfortable only at rest.
- IV. Severe limitations. Experiences symptoms even while at rest.

Illness Permanent Impairment Benefit

If an Illness to a member results in 260 weeks of Total Disability Benefits, the following percentage of the Illness Permanent Impairment Benefit shown in the schedule will be payable:

- 50% If the member is unable to return to their occupation.
- 75% If the member is unable to return to any Gainful Occupation.
- 125% If the member has been approved or, if not eligible, otherwise meets the eligibility criteria for Social Security disability benefits.

If a member has received a Heart Permanent Impairment Benefit and later becomes eligible for payment under this benefit for the same condition, the amount payable under this benefit is reduced by the amount previously paid under the Heart Permanent Impairment Benefit. The percentages shown above will also apply to the total amount payable.



Cosmetic Disfigurement Resulting from Burns Benefit

If a member suffers a cosmetic disfigurement due to a burn classified as a full thickness or third degree burn, as a result of an Injury, We will provide a lump sum benefit to the member.

The payment amount is based on the amount of surface area and body part burned. Burns to body parts that are more visible will result in a higher benefit than burns occurring to less visible body parts.

Cosmetic Burn Chart

| Body Part | Area Classification | Maximum Allowable % for Area Surface Burned | Maximum % of Cosmetic Disfigurement from Burns Principal Sum |
|--|---------------------|---|--|
| Face, Neck, Head | 11 | 9.0% | 100% |
| Hand and Forearm (Right or Left) | 5 | 4.5% | 22.5% |
| Upper Arm (Right or Left) | 3 | 4.5% | 13.5% |
| Torso (Front or back) | 2 | 18.0% | 36.0% |
| Thigh (Right or Left) | 1 | 9.0% | 9.0% |
| Lower Leg (Below Knee) (Right or Left) | 3 | 9.0% | 27.0% |

Example using the Cosmetic Burn Chart

- (a) if 100% of the surface of the right hand and forearm were burned the benefit would be $5 \times 4.5\% = 22.5\%$ of the Cosmetic Disfigurement Resulting from Burns Principal Sum payable; or
- (b) if 50% of surface of the right hand and forearm were burned the benefit would be $5 \times 2.25\%$ (which is 50% of 4.5) = 11.25% of the Cosmetic Disfigurement Resulting from Burns Principal Sum payable.

If the **Insured Person** suffers burns in more than one area as a result of any one accident, benefits will not exceed more than 100% of the Cosmetic Disfigurement Resulting from Burns Principal Sum.

Any Cosmetic Disfigurement Resulting from Burns Benefit paid or payable under this policy will be in addition to any Accidental Dismemberment Benefit, Injury Permanent Impairment, Heart Permanent Impairment, or Illness Permanent Impairment Benefit paid or payable under this policy. However, in no event will the total amount of benefits payable as a result of any one accident exceed 100% of the largest Principal Sum shown in the **Schedule** for these benefits.

HIV Positive Lump Sum Living Benefit

If a member contracts Human Immunodeficiency Virus (HIV) as a direct result of participation in a specific Covered Activity a lump sum benefit is payable to the member.

If either the Illness Loss of Life Benefit or the Illness Permanent Impairment Benefit is payable and the HIV Positive Lump Sum Living Benefit is also payable, only the largest lump sum amount will be paid.

HIV Positive - means the presence of **HIV** antibodies in the blood of an **Insured Person** as substantiated through both a positive screening test (enzyme-linked immunosorbent assay, ELISA) and a positive supplemental test such as Western Blot. All such tests must be approved by the Food and Drug Administration (FDA) with the interpretation of positivity as specified by the manufacturer(s).

WEEKLY INCOME BENEFITS

Total Disability Benefit/Weekly Income Benefit

If a member is unable to perform all of the material and substantial duties of their own occupation because of an Injury or Illness, We will pay the Total Disability Weekly Income Benefit.

Total Disability, Totally Disabled - means,

- (1) For an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage**, the inability to perform all of the material and substantial duties of his or her own occupation.
- (2) If the **Insured Person** does not have an occupation producing wages as described in the definition of **Average Weekly Wage, Total Disability, Totally Disabled** means:
 - (a) the inability to perform all of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or
 - (b) the inability to perform all of the regular activities of the **Insured Person** prior to the covered **Injury** or **Illness**.

The **Insured Person** must be under the regular care of a **Physician** during **Total Disability**.

- **First 28 Days of Total Disability**

For the first 28 days of Total Disability, the Total Disability Benefit Amount selected will be paid regardless of the amount of lost income and is not coordinated with income from other sources (e.g. Workers' Compensation).

- **After 28 Days of Total Disability**

We will pay up to 100% of the member's pre-disability average income not to exceed the weekly benefit amount shown in the Schedule. The amount payable will be offset by Other Valid and Collectible Insurance or payable Workers' Compensation.

Other Valid and Collectible Insurance – means any:

- (1) group plan, program, or insurance policy;
- (2) other group hospital, surgical or medical benefit plan;
- (3) union welfare plans or group employer or employee benefit programs;
- (4) no-fault automobile insurance plan or similar law; or
- (5) regular or disability benefits paid under a Retirement Program after the commencement of Partial Disability or Total Disability benefits under this policy.

Other Valid and Collectible Insurance will not include benefits provided by the United States Social Security Act or any individual disability insurance plans.

Retirement Program - means any normal, early, or disability retirement benefit, provided by the **Policyholder** and/or **Participating Organization**, state, union or other entity where eligibility and/or benefits are based on employment with the **Policyholder** and/or **Participating Organization**.

After 52 weeks of Total Disability, on July 1st disability benefits will increase a minimum of 5% up to 10% maximum based on the Consumer Price Index.

Payment Example for the Fifth Week of Disability:

| | |
|----------------------------------|---------|
| Amount on Schedule after 28 days | \$400 |
| Member's Average Weekly Wage: | \$1,000 |
| Workers' Compensation Payment: | \$400 |
| We will pay: | \$400 |

Based on your benefit selection, Total Disability is payable

- (1) up to two hundred sixty (260) weeks, or
- (2) up to 520 weeks under Extended Total Disability, or
- (3) up to age 70 under Long-Term Total Disability.

Partial Disability Benefit/Weekly Income Benefit

If a member is unable to perform one or more, but not all, of the duties of their own occupation because of an Injury or Illness, We will pay the Partial Disability Weekly Income Benefit shown in the Schedule for the first 28 days of Partial Disability. The calculation will be similar to the Total Disability Benefit after 28 days.

The benefit for Partial Disability is payable for up to 52 weeks.

Partial Disability, Partially Disabled - means

- (1) For an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage**, the inability to perform one or more, but not all, of the material and substantial duties of his or her own occupation.
- (2) If the **Insured Person** does not have an occupation producing wages as described in the definition of **Average Weekly Wage**, **Partial Disability, Partially Disabled** means:
 - (a) the inability to perform one or more, but not all, of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or
 - (b) the inability to perform one or more, but not all, of the regular activities of the **Insured Person**.

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

If 52 weeks of Total Disability has been paid and the Consumer Price Index applied to the benefit, should the member become Partial/Partially Disabled, the Consumer Price Index will be applied on July 1st to the Partial Disability Benefit at a minimum of 5% up to 10% maximum.

The definition of Illness is expanded to include Mandatory Quarantine, which allows Us to reimburse wages lost due to a government mandated quarantine intended to contain an Infectious Disease.

Mandatory Quarantine - means period of isolation intended to limit the spread of an **Infectious Disease**. The **Mandatory Quarantine** of an **Insured Person** must be ordered by appropriate medical officials while acting under the authority of the local, state or federal government.



OCCUPATIONAL RETRAINING BENEFIT

If an Injury or an Illness prevents a member from holding a Gainful Occupation, We will pay Covered Retraining Expenses. This benefit is paid if the member enrolls in an institution of higher learning or a professional or trade training program. The objective of any professional or trade training program must be to return the member to a job for which he or she is suited. The professional or trade training program must be agreed upon by Us and the member.

Gainful Occupation - means a job for which an **Insured Person** is qualified by reason of education, training or experience, which has a reasonable expectation to provide more than 85% of pre-disability earnings.

Covered Retraining Expenses includes, but is not limited to, expenses for tuition, books, and any other training materials required by the institution of higher learning or professional or trade training program.

WEEKLY INJURY PERMANENT IMPAIRMENT (LIFETIME) BENEFIT

We will pay a weekly benefit if a member suffers a Permanent Impairment of 50% or greater due to a covered Injury. The benefit is payable:

- weekly for life
- even if the member returns to work in any job
- in addition to any benefit paid or payable under the policy.

Payments begin on the 261st week of disability or 521st week if the Extended Total Disability is selected. The weekly payment is calculated by applying the impairment rating percentage to the Weekly Income Benefit received by the member on the 29th day of Total Disability.

Subsequent changes in the Permanent Impairment rating due to an Injury will not affect the Weekly Injury Permanent Impairment Benefits paid or payable.

Permanent Impairment - means a medical condition which is a physical or functional abnormality or loss, which remains after the maximum medical rehabilitation has been achieved, and which is considered stable or non-progressive by the **Physician** at the time an evaluation is made.

Example:

If the Total Disability Weekly Income Benefit payable on the 29th day of Total Disability is \$600.00 and the member's Permanent Impairment rating is 70%, the lifetime Weekly Injury Permanent Impairment Benefit would be \$420 per week ($\$600 \times 70\% = \420).

MEDICAL EXPENSE BENEFITS

Reasonable and Customary Expense – means an expense which:

- (1) is charged for treatment, supplies or medical services medically necessary to treat the **Insured Person's** condition;
- (2) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and
- (3) does not include charges that would not have been made if no insurance existed.

Medical Expense Benefits

If Injury or Illness causes a member to incur expenses for medical care, We will pay the cost of any Reasonable and Customary Expenses.

Medical expenses include items such as:

- medical, Hospital, or surgical treatment
- Home Health Care
- 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 tests
- Post-exposure preventive inoculations as a result of participation in a Covered Activity

Cosmetic Plastic Surgery Benefit

If a member needs skin grafting or plastic surgery because of an Injury for which Medical Expense Benefits are paid or payable, We will pay for the Reasonable and Customary Expenses of the surgery, up to the policy limit

Post-Traumatic Stress Disorder Benefit

We will pay Reasonable and Customary Expenses when a member suffers from Post-Traumatic Stress Disorder as a result of participation in a specific Covered Activity in which a Traumatic Incident occurred.

Post-Traumatic Stress Disorder - means emotional stress resulting from a **Traumatic Incident** experienced by an **Insured Person** which adversely affects the psychological and physical well-being of the **Insured Person**.

Critical Incident Stress Management Benefit

When the department requires the services of a Critical Incident Stress Management Team, We will pay the expenses incurred by the team. These expenses include meals, lodging and necessary travel.

The team must be requested and authorized by the Policyholder and needed due to a specific Covered Activity where a Traumatic Incident occurred.

Critical Incident Stress Management Team (CISMT) - means a formally organized group of mental health professionals and peers support individuals trained to provide support services to emergency service personnel. Such support services include stress debriefing, defusing, demobilization, stress education, spousal support, one-on-one interviews or on the scene support.

Traumatic Incident – means an abnormal experience, outside the range of usual human experiences and includes, but is not limited to:

- (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; and
- (4) dealing with victims known to the **Insured Person**.

Family Expense Benefit

When a member is admitted as an inpatient to a Hospital for a covered Injury or Illness, We will pay a daily benefit to the member.

After such Hospital confinement, We will provide 50% of the scheduled daily benefit for each day the member participates in Out-Patient Physical Therapy. This benefit is payable for a combined maximum of 26 weeks for any one accidental Injury or Illness regardless of whether it is paid at 100% or 50%.

Family Bereavement and Trauma Counseling Benefit

We will pay this benefit if an Accidental Death or Illness Loss of Life Benefit is payable, or if a member's participation in a Covered Activity in which a Traumatic Incident occurred, requires a member's spouse, Dependent Child, or resident Immediate Family Member to require counseling.

TRANSITION BENEFIT

We will pay a weekly Transition Benefit equivalent to the last Total Weekly Disability Benefit if, while a member is receiving Total Disability benefits, they are involuntarily terminated from their regular employment and remain unemployed after Total Disability ends under this plan. This benefit is payable as long as the member remains unemployed up to a maximum of 26 weeks.

FELONIOUS ASSAULT BENEFIT

This benefit is payable if a member suffers an Injury or Illness as the result of a Felonious Assault that is directed at the member while participating in a Covered Activity.

Only one benefit is payable for all losses as a result of the same Felonious Assault.

Felonious Assault - means any willful or unlawful use of force upon the **Insured Person**:

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

HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

We will pay for home alteration and vehicle modification expenses incurred within three years of the date of Injury or Illness, if a member requires alterations to their home and/or modifications to their vehicle as a direct result of a covered permanent and irrevocable loss. This benefit is payable in excess of benefits paid or payable under any Workers' Compensation act, no fault automobile insurance plan, and any Other Valid and Collectible Insurance.

Home Alteration and Vehicle Modification Expenses - means one-time expenses that:

- (1) are charged for:
 - (a) alterations to the **Insured Person's** residence that are necessary to make the residence accessible and habitable for an impaired individual; and
 - (b) modifications to a motor vehicle owned or leased by the **Insured Person** or modifications to a motor vehicle newly purchased for the **Insured Person** that are necessary to make the vehicle accessible to and/or drivable by the **Insured Person**; and
- (2) do not include charges that would not have been made if no insurance existed; and
- (3) do not exceed the usual level of charges for similar alterations and modifications in the locality where the expense is incurred;

but only if the alterations to the **Insured Person's** residence and the modifications to his or her motor vehicle are:

- (1) made on behalf of the **Insured Person**;
- (2) in compliance with any applicable laws or requirements for approval by the appropriate government authorities; and
- (3) agreed to and approved by **Us**.

OPTIONAL BENEFITS

Weekly Hospital Benefit

When a member requires inpatient hospitalization or outpatient physical therapy for either an Injury or Illness, We will pay this benefit in addition to the Weekly Income Benefit.

This benefit is payable for a maximum period of 104 weeks.

If the member is in an intensive, cardiac or critical care unit, the Weekly Hospital Benefit Amount shown in the Schedule is doubled.

First Week Total Disability Benefit

A member will receive an additional payment for the first week of Total Disability as a result of an Injury or Illness. If the member is Totally Disabled for less than one full week, We will pay a daily benefit for each day of disability. This daily benefit will be 1/7 of the scheduled weekly benefit.

This benefit is paid in addition to other weekly income benefits.

Coordinated 28 Day Total Disability Benefit

A member will receive 100% of the difference between their Average Weekly Wage, and the Total Disability Weekly Amount (first 28 days) payable under the policy plus any disability income benefits received from Workers' Compensation or similar law during the first 28 Days of Total Disability. If the member is Totally Disabled for less than one full week, We will pay a daily benefit for each day of disability. This daily benefit will be 1/7 of the scheduled weekly benefit.

Extended Total Disability Benefit

If the Extended Total Disability is shown on the Schedule the maximum Total Disability Benefit period is increased from five years (260 weeks) to 10 years (520 weeks). This benefit is payable if the member is Totally Disabled due to an Injury or Illness. Total Disability Definition continues to apply to your own occupation.

Long-Term Total Disability Benefit

If the Long-Term Total Disability Benefit is shown on the Schedule the Total Disability Benefit is payable to age 70. This benefit is payable if a member is Totally Disabled due to an Injury or Illness.

Long-Term Total Disability – means

- (1) For an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage** at the time **Total Disability** benefits become payable, **Long-Term Total Disability** means the inability to perform all of the material and substantial duties of any **Gainful Occupation**.
- (2) For an **Insured Person** who did not have an occupation producing wages as described in the definition of **Average Weekly Wage** at the time **Total Disability** benefits become payable, **Long-Term Total Disability** means:
 - (a) the inability to perform all of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or
 - (b) the inability to perform any two of six activities of daily living of the **Insured Person**. Activities of daily living include mobility, eating, elimination, cognition, personal hygiene and dressing.

After 10 years of Total Disability the definition of disability will be based on any Gainful Occupation when the Long-Term Total Disability Benefit is provided.

Gainful Occupation - means a job for which an **Insured Person** is qualified by reason of education, training or experience, which has a reasonable expectation to provide more than 85% of pre-disability earnings.

Cost of Living Adjustment (COLA) Benefits

If Weekly Injury Permanent Impairment COLA or Long-Term Total Disability COLA is shown on the Schedule, the amount payable will be increased after benefits have been paid for at least 52 consecutive weeks. The percentage of increase, a minimum of 5% up to 10% maximum, is based on the increase in the Consumer Price Index.

Consumer Price Index - means the consumer price index published by the U.S. Department of Labor's Bureau of Labor Statistics for All Urban Consumers, All Items (CPI-U).

EXCLUSIONS

We will not cover any loss caused by or resulting from:

- (1) suicide or any attempt at it; or intentionally self-inflicted injuries;
- (2) injuries that happen while flying except:
 - (a) as a passenger on a commercial aircraft;
 - (b) as a passenger on any aircraft while taking part in a Covered Activity;
- (3) injuries that happen while flying as a crew member or during parachute jumps from the aircraft;
- (4) war or any act of war, whether declared or undeclared;
- (5) mental or emotional disorders, except as specifically provided for covered Post-Traumatic Stress Disorder;
- (6) treatment of alcoholism or drug addiction and any complications arising from it, except loss caused by Injury sustained during and resulting from a Covered Activity;
- (7) illness, except as provided by the policy;
- (8) military service of any state or country;
- (9) any form of football, hockey, lacrosse, soccer, boxing, rugby and martial arts;
- (10) any league sports event, except as covered under the Organized Team Sports Rider; or
- (11) Cancer.

Extra Expense Benefit

After 26 weeks of a member's Total Disability due to a covered Injury or Illness, the member will receive the Extra Expense Benefit Monthly Amount. This benefit will cease when the member is no longer Totally Disabled, or the maximum amount shown in the schedule is paid.

Organized Team Sports Rider

This benefit provides accidental death, accidental dismemberment, total disability, or medical expense benefits if death or Injury to a member results from participation in (including travel directly to and from) a specific organized team league event, including a game or practice.

OPTIONAL 24-HOUR or OFF-DUTY ACCIDENT BENEFITS

For 24-Hour and Off-Duty Accident Benefits, Covered Person means:

Covered Person - means all members who are listed on the **Policyholder** and/or **Participating Organization's** roster. The roster will be maintained and periodically updated by the **Policyholder** and/or **Participating Organization**. The roster will be kept on file by the **Policyholder** and/or **Participating Organization**.

24-Hour Accident Benefit – Injury Only

This benefit provides a lump sum amount if a Covered Person dies or suffers dismemberment, vision loss or paralysis due to bodily injury. This benefit is paid if death, dismemberment, vision loss or paralysis occurs during a Covered Activity or an off-duty activity.

Off-Duty Accident Benefit – Injury Only

This benefit provides a lump sum amount if a Covered Person dies or suffers dismemberment, vision loss or paralysis due to bodily injury. This benefit is paid only if death, dismemberment, vision loss or paralysis does not occur during a Covered Activity.

Please note: Coverage provided under the optional 24-Hour or Off-Duty Benefits cannot be issued until a roster listing the covered members is submitted.



Response

An integral part of our cyber policy, our award-winning mobile app *Response* gives policyholders access to a range of proactive cybersecurity tools and services.



Here's what this valuable tool has to offer:

Access to CFC's cyber risk management tools

- 1 Phishing simulations – Targeting members of your team whose credentials are the most vulnerable, these simulations send mock phishing emails in order to raise awareness of this criminal tactic.
- 2 Dark web monitoring – This tool scours the dark web for information relating to your business, including corporate login credentials and other breaches of sensitive data relating to your domain name.
- 3 Deep scanning – This service actively scans the external client network footprint to identify claims correlated vulnerabilities that lead to cyber attacks and ransomware.
- 4 Cybersecurity advice – The “Ask the Expert” section of *Response* allows users to get in touch with our specialist team for help with cyber risk mitigation, best practices, cybersecurity services on offer, and more.
- 5 Real time threat alerts – Through continuous monitoring of our customers and analysis of the latest cyber claims, our team is able to spot problems fast. Through *Response*, we send policyholders critical alerts specific to their business along with guidance on how to rectify any issues.

+ ... and instant notification of claims

Suffering an incident? The app allows you to instantly notify our specialist team if you have an issue. This feature of *Response* triggers an immediate call-back from our experience team of responders.



Simply use your **CFC cyber policy number** to register.

The app is available on the [App Store](#) or [Google Play](#).



INDICATION OF TERMS

| | |
|-------------------------------------|---|
| REFERENCE NUMBER: | 3289641 |
| COMPANY NAME: | Tubac Fire District |
| TOTAL PAYABLE: | USD3,260.00 |
| Premium breakdown: | |
| Cyber & Privacy: | USD1,810.00 |
| Cyber Crime: | USD1,300.00 |
| Policy Administration Fee: | USD150.00 |
| TRIA: | USD0.00 |
| BUSINESS OPERATIONS: | Fire District |
| LEGAL ACTION: | Worldwide |
| TERRITORIAL SCOPE: | Worldwide |
| REPUTATIONAL HARM PERIOD: | 12 months |
| INDEMNITY PERIOD: | 12 months |
| WAITING PERIOD: | 8 hours |
| WORDING: | Cyber, Private Enterprise (US) v3.0 |
| ENDORSEMENTS: | AmWINS Special Amendatory Clause Policyholder Disclosure Notice Of Terrorism Insurance Coverage |
| SUBJECTIVITIES: | This quote is subject to the following being provided by the stated deadline: <ol style="list-style-type: none">2. Satisfactory confirmation that you have downloaded & registered our incident response mobile app, details of which can be found with your policy documents. (30 days post binding)3. Please provide name, position, email and telephone number for the designated contact to receive security related alerts and targeted threat intelligence. (14 days post binding)4. confirmation that the insured operates on a segregated IT infrastructure to the municipality (prior to binding) |
| POLICY PERIOD: | 12 months |
| DATE OF ISSUE: | 28 Mar 2023 |
| OPTIONAL EXTENDED REPORTING PERIOD: | 12 months for 100% of applicable annualized premium |
| SECURITY: | Certain underwriters at Lloyd's and other insurers |
| UNDERWRITER: | Ben Thomas |



THIS INDICATION OF TERMS IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE

PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS,
RETENTIONS AND APPLICABLE CLAUSES



DECLARATIONS

THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN EACH AND EVERY CLAIM LIMIT

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

Limit of liability: USD1,000,000 each and every claim

Deductible: USD0 each and every claim

SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability: USD1,000,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability: USD1,000,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability: USD1,000,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: USD1,000,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: USD1,000,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability: USD50,000 each and every claim, subject to a maximum of 10% of all sums we have paid as a direct result of the **cyber event**

Deductible: USD0 each and every claim



INSURING CLAUSE 2: CYBER CRIME

SECTION A: FUNDS TRANSFER FRAUD

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION B: THEFT OF FUNDS HELD IN ESCROW

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION C: THEFT OF PERSONAL FUNDS

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION D: EXTORTION

Limit of liability: USD1,000,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION E: CORPORATE IDENTITY THEFT

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION F: TELEPHONE HACKING

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION G: PUSH PAYMENT FRAUD

Limit of liability: USD50,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

Limit of liability: USD250,000 each and every claim

Deductible: USD2,500 each and every claim



INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability: USD1,000,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION B: INCOME LOSS AND EXTRA EXPENSE

Limit of liability: USD1,000,000 each and every claim, sub-limited to USD1,000,000 in respect of **system failure**

Deductible: USD2,500 each and every claim

SECTION C: ADDITIONAL EXTRA EXPENSE

Limit of liability: USD100,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability: USD1,000,000 each and every claim, sub-limited to USD1,000,000 in respect of **system failure**

Deductible: USD2,500 each and every claim

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability: USD1,000,000 each and every claim

Deductible: USD2,500 each and every claim

SECTION F: CLAIM PREPARATION COSTS

Limit of liability: USD25,000 each and every claim

Deductible: USD0 each and every claim

SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability: USD1,000,000 each and every claim

Deductible: USD2,500 each and every claim



THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN AGGREGATE LIMIT

INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

| | | |
|-------------------------------|--------------|---|
| Aggregate limit of liability: | USD1,000,000 | in the aggregate, including costs and expenses |
| Deductible: | USD2,500 | each and every claim, including costs and expenses |

SECTION B: PRIVACY LIABILITY

| | | |
|-------------------------------|--------------|---|
| Aggregate limit of liability: | USD1,000,000 | in the aggregate, including costs and expenses |
| Deductible: | USD2,500 | each and every claim, including costs and expenses |

SECTION C: MANAGEMENT LIABILITY

| | | |
|-------------------------------|--------------|---|
| Aggregate limit of liability: | USD1,000,000 | in the aggregate, including costs and expenses |
| Deductible: | USD2,500 | each and every claim, including costs and expenses |

SECTION D: REGULATORY FINES

| | | |
|-------------------------------|--------------|---|
| Aggregate limit of liability: | USD1,000,000 | in the aggregate, including costs and expenses |
| Deductible: | USD2,500 | each and every claim, including costs and expenses |

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

| | | |
|-------------------------------|--------------|---|
| Aggregate limit of liability: | USD1,000,000 | in the aggregate, including costs and expenses |
| Deductible: | USD2,500 | each and every claim, including costs and expenses |

INSURING CLAUSE 5: MEDIA LIABILITY

SECTION A: DEFAMATION

| | | |
|-------------------------------|--------------|---|
| Aggregate limit of liability: | USD1,000,000 | in the aggregate, including costs and expenses |
| Deductible: | USD2,500 | each and every claim, including costs and expenses |

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

| | | |
|-------------------------------|--------------|---|
| Aggregate limit of liability: | USD1,000,000 | in the aggregate, including costs and expenses |
| Deductible: | USD2,500 | each and every claim, including costs and expenses |

INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN



INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Aggregate limit of liability: USD100,000 in the aggregate

Deductible: USD0 each and every claim



AMWINS SPECIAL AMENDATORY CLAUSE

ATTACHING TO POLICY N/A

NUMBER:

THE INSURED: Tubac Fire District

WITH EFFECT FROM: -

It is understood and agreed that the following amendments are made to the Declarations page:

1. The "OPTIONAL EXTENDED REPORTING PERIOD" is deleted in its entirety.
2. The following **SECTION** is added to **INSURING CLAUSE 4**:

SECTION F: CONTINGENT BODILY INJURY

| | | |
|-------------------------------|------------|---|
| Aggregate limit of liability: | USD250,000 | in the aggregate, including costs and expenses |
| Deductible: | USD25,000 | each and every claim, including costs and expenses |

It is further understood and agreed that the following amendments are made to this Policy:

1. The following **SECTION** is added to **INSURING CLAUSE 4**:

SECTION F: CONTINGENT BODILY INJURY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** arising out of any **bodily injury** as a direct result of a **cyber event** affecting **your computer systems** first discovered by **you** during the **period of the policy**.

We will also pay **costs and expenses** on **your** behalf.

However, **we** will not make any payment under this Section for which **you** are entitled to indemnity under any other insurance, except for any additional sum which is payable over and above the other insurance.

2. The following **DEFINITION** is added:

"Bodily injury" means

death, bodily injury, mental injury, illness or disease.

3. The **"Senior executive officer"** **DEFINITION** is deleted in its entirety and replaced with the following:

"Senior executive officer" means

the chief executive officer, the chief finance officer, human resources directors, the chief risk officer and senior executives of the company

or their functional equivalents.

4. The "Bodily injury and property damage" **EXCLUSION** is deleted in its entirety and replaced with the following:

arising directly or indirectly out of:

- a. **bodily injury**; or
- b. tangible property damage.

However, part a. of this Exclusion will not apply to:

- a. **INSURING CLAUSES 4 (SECTIONS A, B and C only) and 5** for any **claim** as a direct result of mental injury or emotional distress; and
 - b. **INSURING CLAUSE 4 (SECTION F only)**.
5. Where "80%" and "20%" are stated in the "Agreement to pay claims" **CONDITION**, they are deleted in their entirety and replaced with "90%" and "10%" respectively.
 6. The "Cancellation" **CONDITION** is deleted in its entirety and replaced with the following:

This Policy may be canceled with 30 days written notice by **you**.

If **you** give **us** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect. However, if **you** have made a claim under this Policy there will be no return **premium**.

We reserve the right of cancellation in the event that any amount due to **us** by **you** remains unpaid more than 60 days beyond the **inception date**. If **we** exercise this right of cancellation it will take effect from 14 days after the date the written notice of cancellation is issued.

The Policy Administration Fee will be deemed fully earned upon inception of the Policy.

7. Where "60 days" and "60 day" are referred to in the "Extended reporting period" **CONDITION**, they are deleted in their entirety and replaced with "90 days" and "90 day" respectively.
8. The "Optional extended reporting period" **CONDITION** is deleted in its entirety and replaced with the following:

If **we** or **you** decline to renew or cancel this Policy then **you** will have the right to have issued an endorsement providing an optional extended reporting period for any of the following durations:

- a. 12 months for 100% of the **premium**;
- b. 24 months for 140% of the **premium**; or
- c. 36 months for 190% of the premium.



This optional extended reporting period will take effect from the cancellation or non-renewal date and will cover, subject to all other terms, conditions and exclusions of this Policy:

- a. any **claim** first made against **you** and reported to **us** during this optional extended reporting period, provided that the **claim** arises out of any act, error or omission committed prior to the date of cancellation or non-renewal; and
- b. any **cyber event, loss or system failure** first discovered by **you** during this optional extended reporting period, provided that the **cyber event, loss or system failure** occurred during the **period of the policy**.

If **you** would like to purchase the optional extended reporting period **you** must notify **us** and pay **us** the optional extended reporting period premium stated in the first a., b. and c. above within 30 days of cancellation or non-renewal.

The right to the optional extended reporting period will not be available to **you** where cancellation or non-renewal by **us** is due to non-payment of the **premium** or **your** failure to pay any amounts in excess of the applicable **policy limit** and **incident response limit** or within the amount of the applicable **deductible** as is required by this Policy in the payment of claims.

At the renewal of this Policy, **our** quotation of different **premium, deductible**, limits of liability or changes in policy language will not constitute non-renewal by **us**.

9. Where "20%" is stated in the "Mergers and acquisitions" **CONDITION**, it is deleted in its entirety and replaced with "25%".
10. Where "final adjudication" is stated anywhere throughout this Policy, it is deleted in its entirety and replaced with "final and non-appealable adjudication".

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

ATTACHING TO POLICY N/A

NUMBER:

THE INSURED: Tubac Fire District

WITH EFFECT FROM: -

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is USD0.00 and does not include any charges for the portion of losses covered by the United States government under the Act.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



Cyber

Private enterprise

Policy document

United States

PREAMBLE

IMPORTANT: COVERAGE TRIGGERS. It is important for **you** to review this Policy carefully as the trigger for coverage, including when **you** must notify **us** of a claim, under each Section and Insuring Clause may differ.

This Policy is a contract of insurance between **you** and **us**. **Your** Policy contains all the details of the cover that **we** provide. This Policy consists of and must be read together with the Declarations page and any Endorsements. This Policy is not complete unless it is signed and a Declarations page is attached.

The sections of this Policy are identified by the blue lines across the page with white upper case print, these are for information purposes only and do not form part of the cover given by this Policy. Terms in bold upper case print are references to specific Insuring Clauses, Sections or Conditions. Other terms in bold lower case print are defined terms and have a special meaning as set forth in the Definitions section and elsewhere. Words stated in the singular will include the plural and vice versa.

In consideration of the **premium** and in reliance upon the information that **you** have provided to **us** prior to the commencement of this insurance, **we** agree to provide the cover as set out below:

INSURING CLAUSES

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

- a. gain access to **our 24/7 cyber incident response line**;
- b. engage with **our cyber incident manager** who will coordinate the initial response;
- c. obtain initial advice and consultancy from **our cyber incident manager**, including threat intelligence in relation to the **cyber event**; and
- d. obtain initial remote support and assistance from **our cyber incident manager** to respond to the **cyber event**.

SECTION B: LEGAL AND REGULATORY COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

- a. obtain legal advice to determine the correct course of action;
- b. draft **privacy breach** notification letters, substitute notices, website notices or e-mail notification templates;

- c. notify any appropriate governmental, regulatory, law enforcement, professional or statutory body;
- d. respond to any **regulatory investigation**; and
- e. defend any regulatory action.

SECTION C: IT SECURITY AND FORENSIC COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

- a. engage with an external IT security consultant to identify the source and scope of the **cyber event**;
- b. obtain initial advice to remediate the impact of the **cyber event**;
- c. conduct a forensic investigation of **your computer systems** where reasonable and necessary or as required by law or a regulatory body (including a requirement for a PCI Forensic Investigator);
- d. contain and remove any malware discovered on **your computer systems**; and
- e. engage with an IT security consultant to provide expert witness testimony at any trial or hearing arising from the **cyber event**.

SECTION D: CRISIS COMMUNICATION COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

- a. engage with a crisis communications consultant to obtain specific advice in direct relation to the **cyber event**;
- b. coordinate media relations in response to the **cyber event**;
- c. receive training for relevant spokespeople with respect to media communications in direct relation to the **cyber event**; and
- d. formulate a crisis communications plan in order to reduce damage to **your** brand and reputation as a direct result of the **cyber event**.

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered during the **period of the policy** to:

- a. print and post appropriate notices for any individual affected by the actual or suspected **cyber event** or to send e-mail notices or issue substitute notices;
- b. provide credit monitoring services, identity monitoring services, identity restoration services or identity theft insurance to affected individuals;
- c. set up a call center to manage inbound and outbound calls in direct relation to the **cyber event**; and
- d. provide translation services to manage communications with affected individuals.

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

We agree to pay on behalf of any **third party** any reasonable sums necessarily incurred as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

- a. print and post appropriate notices for any individual affected by the actual or suspected **cyber event** or to send e-mail notices or issue substitute notices;
- b. provide credit monitoring services, identity monitoring services, identity restoration services or identity theft insurance to affected individuals;
- c. set up a call center to manage inbound and outbound calls in direct relation to the **cyber event**; and
- d. provide translation services to manage communications with affected individuals;

provided that **you** have contractually indemnified the **third party** against this **cyber event** and they have a legal obligation to notify affected individuals.

SECTION G: POST BREACH REMEDIATION COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, with **our cyber incident manager** following a **cyber event** covered under **INSURING CLAUSE 1 (SECTIONS A, B, C, D, E and F only)** for the following services in order to mitigate the potential of a future **cyber event**:

- a. complete an information security risk assessment;
- b. conduct an information security gap analysis;
- c. develop an information security document set; and
- d. deliver an information security awareness training session.

INSURING CLAUSE 2: CYBER CRIME

SECTION A: FUNDS TRANSFER FRAUD

We agree to reimburse **you** for **loss** first discovered by **you** during the **period of the policy** as a direct result of any **third party** committing:

- a. any unauthorized electronic transfer of funds from **your** bank;
- b. theft of money or other financial assets from **your** bank by electronic means;
- c. theft of money or other financial assets from **your** corporate credit cards by electronic means; or
- d. any phishing, vishing or other social engineering attack against any **employee** or **senior executive officer** that results in the transfer of **your** funds to an unintended **third party**.

SECTION B: THEFT OF FUNDS HELD IN ESCROW

We agree to reimburse **you** for **loss** (including compensation **you** are required to pay) first discovered by **you** during the **period of the policy** as a direct result of **you** having to reimburse any **third party** for theft, committed by a **third party** by electronic means, of their money or other financial assets from a bank account held by **you** on their behalf.

SECTION C: THEFT OF PERSONAL FUNDS

We agree to reimburse any **senior executive officer** for personal financial loss first discovered by them during the **period of the policy** as a direct result of any **third party** compromising the **company's** network security which results in:

- a. theft of money or other financial assets from a personal bank account of the **senior executive officer**; or
- b. identity theft of the **senior executive officer** as a result of a **privacy breach** suffered by **you**.

SECTION D: EXTORTION

We agree to reimburse **you** for any ransom paid by **you**, or on **your** behalf, in response to an extortion demand first discovered by **you** during the **period of the policy** as a direct result of any threat to:

- a. introduce malware, or the actual introduction of malware, including Ransomware, into **your computer systems**;
- b. prevent access to **your computer systems** or data or any **third party** systems hosting **your** applications or data;
- c. reveal **your** confidential information or confidential information entrusted to **you**; or
- d. damage **your** brand or reputation by posting false or misleading comments about **you** on social media sites.

SECTION E: CORPORATE IDENTITY THEFT

We agree to reimburse **you** for **loss** first discovered by **you** during the **period of the policy** arising as a direct result of the fraudulent use or misuse of **your** electronic identity including the establishment of credit in **your** name, the electronic signing of any contract, the creation of any website designed to impersonate **you** or the reliance by any **third party** on a fraudulent version of **your** digital identity.

SECTION F: TELEPHONE HACKING

We agree to reimburse **you** for **loss** first discovered by **you** during the **period of the policy** as a direct result of **your** telephone system being hacked by a **third party** including the cost of unauthorized calls or unauthorized use of **your** bandwidth.

SECTION G: PUSH PAYMENT FRAUD

We agree to reimburse **you** in the event of fraudulent electronic communications or websites designed to impersonate **you** or any of **your** products first discovered by **you** during the **period of the policy**, for:

- a. the cost of creating and issuing a specific press release or establishing a specific website to advise **your** customers and prospective customers of the fraudulent communications; and

- b. the cost of reimbursing **your** existing customers for their financial loss arising directly from the fraudulent communications, including fraudulent invoices manipulated to impersonate **you**; and
- c. **your income loss** sustained following **your** discovery of the fraudulent communications as a direct result of the fraudulent communications; and
- d. external costs associated with the removal of websites designed to impersonate **you**.

SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

We agree to reimburse **you** for **loss** first discovered by **you** during the **period of the policy** as a direct result of **cryptojacking** or **botnetting**.

INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

We agree to reimburse **you** for the additional cost of employing:

- a. contract staff or overtime costs for **employees** to rebuild **your** data, including the cost of data re-entry or data re-creation;
- b. specialist consultants, including IT forensic consultants, to recover **your** data or applications; and
- c. specialist consultants or overtime costs for **employees** working within **your** IT department to reconstitute **your computer systems** to the position they were in immediately prior to the **cyber event**;

reasonably and necessarily incurred as a direct result of a **cyber event** first discovered by **you** during the **period of the policy**.

SECTION B: INCOME LOSS AND EXTRA EXPENSE

We agree to reimburse **you** for **your income loss** and **extra expense** during the **indemnity period** as a direct result of an interruption to **your business operations** caused by **computer systems** downtime arising directly out of a **cyber event** or **system failure** which is first discovered by **you** during the **period of the policy**, provided that the **computer systems** downtime lasts longer than the **waiting period**.

SECTION C: ADDITIONAL EXTRA EXPENSE

We agree to reimburse **you** for any reasonable sums necessarily incurred during the **indemnity period** that are in addition to **your** normal operating expenses and the **extra expense** recoverable under **INSURING CLAUSE 3 (SECTION B only)**:

- a. to source **your** products or services from alternative sources in order to meet contractual obligations to supply **your** customers;
- b. to employ contract staff or overtime costs for **employees** in order to continue **your business operations**;

- c. to employ specialist consultants, including IT forensic consultants to diagnose the source of the **computer systems** downtime; and
- d. for **employees** working overtime within **your** IT department to diagnose and fix the source of the **computer systems** downtime;

to mitigate an interruption to **your business operations** caused by **computer systems** downtime arising directly out of a **cyber event** or **system failure** which is first discovered by **you** during the **period of the policy**, provided that the **computer systems** downtime lasts longer than the **waiting period**.

SECTION D: DEPENDENT BUSINESS INTERRUPTION

We agree to reimburse **you** for **your income loss** and **extra expense** sustained during the **indemnity period** as a direct result of an interruption to **your business operations** arising directly out of any sudden, unexpected and continuous outage of computer systems used directly by a **supply chain partner** which is first discovered by **you** during the **period of the policy**, provided that the computer systems downtime lasts longer than the **waiting period** and arises directly out of any **cyber event** or **system failure**.

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

We agree to reimburse **you** for **your income loss** sustained during the **reputational harm period** as a direct result of the loss of current or future customers caused by damage to **your reputation** as a result of a **cyber event** first discovered by **you** during the **period of the policy**.

SECTION F: CLAIM PREPARATION COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred to determine the amount of **your income loss** sustained following an interruption to **your business operations** covered under **INSURING CLAUSE 3 (SECTIONS A, B, C, D and E only)**. We will only pay these costs where they are incurred with an independent expert appointed by the **cyber incident manager**.

SECTION G: HARDWARE REPLACEMENT COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred to replace any computer hardware or tangible equipment forming part of **your computer systems** that have been damaged as a direct result of a **cyber event** first discovered by **you** during the **period of the policy**, provided that replacing the computer hardware or tangible equipment is a more time efficient and cost effective solution than installing new firmware or software onto **your** existing hardware.

INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including the establishment of any consumer redress fund and associated expenses) as a result of any **claim** arising out of a **cyber event** first discovered by **you** during the **period of the policy** that results in:

- a. the transmission of malware to a **third party's** computer system;
- b. **your computer systems** being used to carry out a denial of service attack;
- c. **your** failure to prevent unauthorized access to information stored or applications hosted on **your computer systems** or a **third party's** computer systems; and
- d. identity theft, experienced by **your employees, senior executive officers** or any **third party**.

We will also pay **costs and expenses** on **your** behalf.

SECTION B: PRIVACY LIABILITY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including the establishment of any consumer redress fund and associated expenses) as a result of any **claim** arising out of a **cyber event** first discovered by **you** during the **period of the policy** that results in:

- a. an actual or suspected disclosure of or unauthorized access to any Personally Identifiable Information (PII), including payment card information or Protected Health Information (PHI);
- b. **your** failure to adequately warn affected individuals of a **privacy breach**, including the failure to provide a data breach notification in a timely manner;
- c. a breach of any rights of confidentiality as a direct result of **your** failure to maintain the confidentiality of any data pertaining to an **employee** or a **senior executive officer**;
- d. a breach of any rights of confidentiality, including a breach of any provisions of a non-disclosure agreement or breach of a contractual warranty relating to the confidentiality of commercial information, PII, or PHI;
- e. a breach of any part of **your** privacy policy; or
- f. actual or suspected disclosure of or unauthorized access to **your** data or data for which **you** are responsible.

We will also pay **costs and expenses** on **your** behalf.

SECTION C: MANAGEMENT LIABILITY

We agree to pay on behalf of any **senior executive officer** all sums they become legally obliged to pay as a result of any **claim** made against them arising directly out of a **cyber event** first discovered by **you** during the **period of the policy**.

We will also pay **costs and expenses** on behalf of **your senior executive officers**.

However, **we** will not make any payment under this Section for which the **senior executive officer** is entitled to indemnity under any other insurance, except for any additional sum which is payable over and above the other insurance.

SECTION D: REGULATORY FINES

We agree to pay on **your** behalf any fines and penalties resulting from a **regulatory investigation** arising as a direct result of a **cyber event** first discovered by **you** during the **period of the policy**.

We will also pay **costs and expenses** on **your** behalf.

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

We agree to pay on **your** behalf any fines, penalties and card brand assessments including fraud recoveries, operational reimbursements, non-cooperation costs and case management fees which **you** become legally obliged to pay **your** acquiring bank or payment processor as a direct result of a **payment card breach** first discovered by **you** during the **period of the policy**.

We will also pay **costs and expenses** on **your** behalf.

INSURING CLAUSE 5: MEDIA LIABILITY

SECTION A: DEFAMATION

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** first made against **you** during the **period of the policy** for any:

- a. defamation, including but not limited to libel, slander, trade libel, product disparagement and injurious falsehood; or
- b. emotional distress or outrage based on harm to the character or reputation of any person or entity;

arising out of any **media content**.

We will also pay **costs and expenses** on **your** behalf.

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** first made against **you** during the **period of the policy** for any:

- a. infringement of any intellectual property rights, including, but not limited to, copyright, trademark, trade dilution, trade dress, commercial rights, design rights, domain name rights, image rights, moral rights, service mark or service name, but not including patent;
- b. act of passing-off, piracy or plagiarism or any misappropriation of content, concepts, format rights or ideas or breach of a contractual warranty relating to intellectual property rights;
- c. breach of any intellectual property rights license acquired by **you**; or
- d. failure to attribute authorship or provide credit;

arising out of any **media content**.

We will also pay **costs and expenses** on **your** behalf.

INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' **costs and expenses**) as a result of any **claim** first made against **you** during the **period of the policy** arising out of any act, error, omission or breach of contract in the provision of **your technology services**.

We will also pay **costs and expenses** on **your** behalf.

INSURING CLAUSE 7: COURT ATTENDANCE COSTS

We agree to reimburse **you** for any reasonable sums necessarily incurred by **you** with **our** prior written agreement (which will not be unreasonably withheld) to attend court or any tribunal, arbitration, adjudication, mediation or other hearing in connection with any claim for which **you** are entitled to indemnity under this Policy.

HOW MUCH WE WILL PAY

YOUR MAXIMUM LIMITS UNDER THIS POLICY

The maximum amount payable by **us** under this Policy for any one claim or series of related claims is the **policy limit** plus the **incident response limit**.

The maximum amount payable by **us** under any Insuring Clause for any one claim or series of related claims is the amount shown as the limit in the Declarations page for that Insuring Clause.

The maximum amount payable by **us** under any Section for any one claim or series of related claims is the amount shown as the limit in the Declarations page for that Section.

YOUR MAXIMUM LIMIT FOR RELATED INCIDENTS

Where more than one claim arises from the same original cause or single source or event, all of those claims will be deemed to be one claim and only one **policy limit** and one **incident response limit** will apply in respect of that claim.

In the event that cover is provided under multiple Insuring Clauses or multiple Sections for any one claim, only one **policy limit** and one **incident response limit** will apply in total for that claim.

YOUR AGGREGATE LIMIT FOR LIABILITY CLAIMS

In respect of **INSURING CLAUSES 4, 5, 6 and 7**, the maximum amount payable under this Policy in total aggregate will be the **policy limit**.

In respect of **INSURING CLAUSES 4, 5, 6 and 7**, **we** may at any time pay to **you** in connection with any **claim** the amount of the **policy limit** (after deduction of any amounts already paid). Upon that payment being made **we** will relinquish the conduct and control of the **claim** and be under

no further liability in connection with that **claim** except for the payment of **costs and expenses** incurred prior to the date of such payment (unless the **policy limit** is stated to be inclusive of **costs and expenses**).

If **costs and expenses** are stated in the Declarations page to be in addition to the **policy limit** plus the **incident response limit**, or if the operation of local laws require **costs and expenses** to be paid in addition to the **policy limit** plus the **incident response limit**, and if a damages payment in excess of the **policy limit** plus the **incident response limit** has to be made to dispose of any **claim**, **our** liability for **costs and expenses** will be in the same proportion as the **policy limit** plus the **incident response limit** bears to the total amount of the damages payment.

YOUR DEDUCTIBLE

We will only be liable for that part of each and every claim which exceeds the amount of the **deductible**. If any expenditure is incurred by **us** which falls within the amount of the **deductible**, then **you** will reimburse that amount to **us** upon **our** request.

Where more than one claim arises from the same original cause or single source or event all of those claims will be deemed to be one claim and only one **deductible** will apply.

In respect of **INSURING CLAUSE 3 (SECTION B and D only)**, a single **waiting period**, **deductible** and **indemnity period** will apply to each claim. Where the same original cause or single source or event causes more than one period of computer systems downtime these will be considered one period of computer systems downtime whose total duration is equal to the cumulative duration of each individual period of computer systems downtime.

Where cover is provided under multiple Sections or multiple Insuring Clauses only one **deductible** will apply to that claim and this will be the highest **deductible** of the Sections under which cover is provided.

DEFINITIONS

1. "**Approved claims panel providers**" means
the approved claims panel providers stated in the Declarations page.
2. "**Botnetting**" means
the unauthorized use of **your computer systems** by a **third party** for the purpose of launching a denial of service attack or hacking attack against another **third party**.
3. "**Business operations**" means
the business operations stated in the Declarations page.

4. **"Claim"** means

- a. a written demand for compensation;
- b. a written request for a retraction or a correction;
- c. a threat or initiation of a lawsuit; or
- d. a disciplinary action or **regulatory investigation**.

made against **you**.

5. **"Client"** means

any **third party** with whom **you** have a contract in place for the supply of **your** business services in return for a fee, or where a fee would normally be expected to be paid.

6. **"Company"** means

the company named as the Insured in the Declarations page or any **subsidiary**.

7. **"Computer systems"** means

all electronic computers used directly by **you**, including operating systems, software, hardware and all communication and open system networks and any data or websites wheresoever hosted, off-line media libraries and data back-ups and mobile devices including but not limited to smartphones, iPhones, tablets or personal digital assistants.

8. **"Continuity date"** means

the **inception date** or if **you** have maintained uninterrupted insurance of the same type with **us**, the date this insurance was first incepted with **us**.

9. **"Costs and expenses"** means

- a. **third party** legal and professional expenses (including disbursements) reasonably incurred in the defense of **claims** or circumstances which could reasonably be expected to give rise to a **claim** or in quashing or challenging the scope of any injunction, subpoena or witness summons;
- b. any post judgment interest; and
- c. the cost of appeal, attachment and similar bonds including bail and penal bonds.

Subject to all **costs and expenses** being incurred with the **cyber incident manager's** prior written agreement.

10. **"Cryptojacking"** means

the unauthorized use of **your computer systems** by a **third party** for the sole purpose of cryptocurrency mining activities.

11. **"Cyber event"** means
any actual or suspected unauthorized system access, electronic attack or **privacy breach**, including denial of service attack, cyber terrorism, hacking attack, Trojan horse, phishing attack, man-in-the-middle attack, application-layer attack, compromised key attack, malware infection (including spyware or Ransomware) or computer virus.

Cyber event does not mean **system failure**.
12. **"Cyber incident manager"** means
the company or individual named as the cyber incident manager in the Declarations page.
13. **"Cyber incident response line"** means
the telephone number stated as the cyber incident response line in the Declarations page.
14. **"Deductible"** means
the amount stated as the deductible in the Declarations page.
15. **"Employee"** means
any employee of the **company**, any volunteer working for the **company** and any individual working for the **company** as an independent contractor.

"Employee" does not mean any **senior executive officer**.
16. **"Expiry date"** means
the expiry date stated in the Declarations page.
17. **"Extra expense"** means
your reasonable sums necessarily incurred in addition to **your** normal operating expenses to mitigate an interruption to and continue **your business operations**, provided that the costs are less than **your** expected **income loss** sustained had these measures not been taken.
18. **"Inception date"** means
the inception date stated in the Declarations page.
19. **"Incident response limit"** means
the highest individual limit available where cover is applicable under **INSURING CLAUSE 1** as stated in the Declarations page.
20. **"Income loss"** means
your income that, had the **cyber event** or **system failure** which gave rise to the claim not occurred, would have been generated directly from **your business operations** (less sales tax) during the **indemnity period** or **reputational harm period**, less:

- a. actual income (less sales tax) generated directly from **your business operations** during the **indemnity period** or **reputational harm period**; and
- b. any cost savings achieved as a direct result of the reduction in income.

21. "**Indemnity period**" means

the period starting from the first occurrence of:

- a. the **computer systems** downtime; or
- b. the downtime of computer systems used directly by a **supply chain partner**;

and lasting for the period stated as the indemnity period in the Declarations page.

22. "**Loss**" means

any direct financial loss sustained by the **company**.

23. "**Media content**" means

any content created or disseminated by **you** or on **your** behalf, including but not limited to content disseminated through books, magazines, brochures, social media, billboards, websites, mobile applications, television and radio.

"**Media content**" does not include any:

- a. tangible product design;
- b. industrial design;
- c. architectural or building services;
- d. any advertisement created by **you** for a **third party**;
- e. business, company, product or trading name;
- f. product packaging or labeling; or
- g. software products.

24. "**Payment card breach**" means

an actual or suspected unauthorized disclosure of payment card data stored or processed by **you** arising out of an electronic attack, accidental disclosure or the deliberate actions of a rogue **employee**.

"Payment card breach" does not mean a situation where payment card data is deliberately shared with or sold to a **third party** with the knowledge and consent of a **senior executive officer**.

25. "**Period of the policy**" means

the period between the **inception date** and the **expiry date** or until the Policy is canceled in accordance with **CONDITION 5**

26. **"Policy limit"** means

the highest individual limit available where cover is applicable under any Insuring Clause or Section as stated in the Declarations page.

27. **"Premium"** means

the amount stated as the premium in the Declarations page and any subsequent adjustments.

28. **"Privacy breach"** means

an actual or suspected unauthorized disclosure of information arising out of an electronic attack, accidental disclosure, theft or the deliberate actions of a rogue **employee** or **third party**.

"Privacy breach" does not mean a situation where information is deliberately shared with or sold to a **third party** with the knowledge and consent of a **senior executive officer**.

29. **"Regulatory investigation"** means

a formal hearing, official investigation, examination, inquiry, legal action or any other similar proceeding initiated by a governmental, regulatory, law enforcement, professional or statutory body against **you**.

30. **"Reputational harm period"** means

the period starting from when the **cyber event** is first discovered and lasting for the period stated as the reputational harm period in the Declarations page.

31. **"Senior executive officer"** means

board members, C-level executives, in-house lawyers and risk managers of the **company**.

32. **"Subsidiary"** means

any entity in which the **company** has majority ownership of on or before the **inception date**.

33. **"Supply chain partner"** means

any:

- a. **third party** that provides **you** with hosted computing services including infrastructure, platform, file storage and application level services; or
- b. **third party** listed as a supply chain partner in an endorsement attaching to this policy which **we** have issued.

34. **"System failure"** means

any sudden, unexpected and continuous downtime of **your computer systems** which renders them incapable of supporting their normal business function and is caused by an application bug, an internal network failure or hardware failure.

However, in respect of **INSURING CLAUSE 3 (SECTION D only)**, **system failure** also means any sudden, unexpected and continuous downtime of computer systems used directly by a **supply chain partner** which renders them incapable of supporting their normal business function and is caused by an application bug, an internal network failure or hardware failure.

System failure does not mean a **cyber event**.

35. **"Technology services"** means

means the supply by **you** of technology services to **your client**, including but not limited to hardware, software, data processing, internet services, data and application hosting, computer systems analysis, consulting, training, programming, installation, integration, support and network management.

36. **"Third party"** means

any person who is not an **employee** or any legal entity that is not the **company**.

37. **"Waiting period"** means

the number of hours stated as the waiting period in the Declarations page.

38. **"We/our/us"** means

the underwriters stated in the Declarations page.

39. **"You/your"** means

the **company**, **employees** and **senior executive officers** solely acting in the normal course of the **company's business operations**.

EXCLUSIONS

We will not make any payment under this Policy:

EXCLUSIONS RELATING TO SYSTEM DAMAGE AND BUSINESS INTERRUPTION

In respect of **INSURING CLAUSE 3** only:

1. **Business interruption liability**

for that part of any **claim** that constitutes actual or alleged liability to a **third party**, or legal costs in the defense of any **claim**, including customer compensation.

EXCLUSIONS RELATING TO ALL INSURING CLAUSES

2. **Antitrust**

in respect of **INSURING CLAUSES 5** and **6**, for or arising out of any actual or alleged antitrust violation, restraint of trade, unfair competition, false, deceptive or unfair trade practices, violation of consumer protection laws or false or deceptive advertising.

3. Associated companies

- a. in respect of any **claim** made by any company, firm or partnership in which the **company** has greater than a 10% executive or financial interest, unless the **claim** emanates from an independent **third party**;
- b. in respect of any **claim** made by any company, firm, partnership or individual which has greater than a 10% executive or financial interest in the **company**, unless the **claim** emanates from an independent **third party**;
- c. arising out of or resulting from any of **your** activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the **company**; or
- d. in respect of any **claim** made by or on behalf of the **company** against a **third party**.

4. Betterment

which results in **you** being in a better financial position or **you** benefitting from upgraded versions of **your computer systems** as a direct result of the event which gave rise to the claim under this policy.

However, in the event of a hacking attack, malware infection or computer virus, when rebuilding **your computer systems** **we** will pay the additional costs and expenses incurred to install a more secure and efficient version of the affected **computer system**, provided that the maximum amount **we** will pay is 25% more than the cost that would have been incurred to repair or replace the original model or license. Under no circumstances will **we** pay the cost of acquiring or installing **computer systems** which did not form a part of **your computer systems** immediately prior to the incident which gave rise to the claim.

This Exclusion will not apply to **INSURING CLAUSES 1 (SECTION G only)** and **3 (SECTION G only)**.

5. Bodily injury and property damage

arising directly or indirectly out of bodily injury, or tangible property damage.

However, this Exclusion will not apply to **INSURING CLAUSES 4 (SECTIONS A, B and C only)** and **5** for any **claim** as a direct result of mental injury or emotional distress.

6. Chargebacks

for any credit card company or bank, wholly or partially, reversing or preventing a payment transaction, unless specifically covered under **INSURING CLAUSE 4 (SECTION E only)** for which **you** have purchased coverage.

7. Core internet infrastructure failure

arising directly from a failure, material degradation or termination of any core element of the internet, telecommunications or GPS infrastructure that results in a regional, countrywide or global outage of the internet or core telecommunications network, including a failure of the core DNS root servers, satellite network or the IP addressing system or an individual state or non-state actor turning off all or part of the internet.

8. Domain name suspension or revocation

arising directly or indirectly from the suspension, cancellation, revocation or failure to renew any of **your** domain names or uniform resource locators.

9. Insolvency

arising out of or relating directly or indirectly to **your** insolvency or bankruptcy, or the insolvency or bankruptcy of any **third party**. However, **your** insolvency will not relieve **us** of any of **our** legal obligations under this contract of insurance where this insolvency does not give rise to a claim under this Policy.

10. Known claims and circumstances

arising out of any actual or suspected **cyber event, claim** or circumstance which might give rise to a claim under this Policy of which a **senior executive officer** was aware of, or ought reasonably to have been aware of, prior to the **continuity date**, including any claim or circumstance notified to any other insurer.

11. Liquidated damages, service credits and penalty clauses

for liquidated damages or service credits, or arising out of penalty clauses unless **you** would have been liable in the absence of any contract stipulating the liquidated damages or service credits or penalty clauses.

12. Loss of economic value

for the reduction in economic or market value (including loss of potential future sales) of any of **your** intellectual property assets.

13. Management liability

for any sums that **your senior executive officers** become legally obliged to pay, including **costs and expenses**, as a result of any **claim** made against them arising out of a **cyber event**.

However, this Exclusion will not apply to **INSURING CLAUSE 4 (SECTION C only)**.

14. **Misleading advertising**

arising directly or indirectly from any advertisement, promotion or product description that is actually or alleged to be false or misleading.

15. **Nuclear**

arising directly or indirectly from or contributed to by:

- a. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

16. **Patent infringement**

arising directly or indirectly out of the actual or alleged infringement of any patent or inducing the infringement of any patent.

17. **Payment card industry related fines, penalties and assessments**

for fines, penalties and card brand assessments, including fraud recoveries, operational reimbursements, non-cooperation costs and case management fees which **you** become legally obliged to pay **your** acquiring bank or payment processor as a direct result of a **payment card breach**.

However, this Exclusion will not apply to **INSURING CLAUSE 4 (SECTION E only)**.

18. **Power and utility failure**

arising directly or indirectly from any:

- a. failure in the power supply, including that caused by any surge or spike in voltage, electrical current or transferred energy; or
- b. failure, disruption or reduction in the supply of utilities, including but not limited to gas and water infrastructure or services.

19. **Product IP infringement**

arising directly or indirectly from the actual or alleged theft or misappropriation of any trade secret by an **employee** from a former employer of theirs or infringement of any intellectual property right by any product manufactured, designed, formulated, licensed, distributed, or sold by **you** or the misappropriation of any trade secret by **you** or a **third party**.

20. **Professional liability**

arising directly out of any negligent advice or professional services provided to a **client** for a fee except when arising directly from a **cyber event**.

However, this Exclusion will not apply to **INSURING CLAUSE 6**.

21. **Property and hardware costs**

for any tangible property repair or replacement including the cost of repairing any hardware or replacing any tangible property or equipment that forms part of **your computer systems**.

However, this Exclusion will not apply to **INSURING CLAUSE 3 (SECTION G only)**.

22. **Regular hours staff costs**

for contracted salary and bonus costs paid to **employees** or **senior executive officers**.

23. **Sanctions**

or will be deemed to provide any cover, to the extent that the provision of such payment or cover will expose **us** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, Canada, the European Union, United Kingdom or United States of America.

24. **Terrorism**

arising directly or indirectly out of:

- a. any act or threat of force or violence by an individual or group, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear; or
- b. any action taken in controlling, preventing, suppressing or in any way relating to a. above.

However, this Exclusion does not apply to a **cyber event** affecting **your computer systems** or a **supply chain partner's** computer systems.

25. **Theft of funds held in escrow**

for theft of money or other financial assets belonging to a **third party** from a bank account held by **you** on their behalf.

However, this Exclusion will not apply to **INSURING CLAUSE 2 (SECTION B only)**.

26. **Uninsurable fines**

for fines, penalties, civil or criminal sanctions or multiple, punitive or exemplary damages, unless insurable by law.

27. **Unlawful surveillance**

in respect of any actual or alleged eavesdropping, wiretapping, or unauthorized audio or video recording committed by **you** or by a **third party** on **your** behalf with the knowledge and consent of **your senior executive officers**.

28. Unsolicited communications

arising directly or indirectly from any actual or alleged violation of:

- a. the CAN-SPAM Act of 2003 or any subsequent amendments to that Act;
- b. the Telephone Consumer Protection Act (TCPA) of 1991 or any subsequent amendments to that Act; or
- c. any other law, regulation or statute relating to unsolicited communication, distribution, sending or transmitting of any communication via telephone or any other electronic or telecommunications device.

However, this Exclusion will not apply to **INSURING CLAUSE 4 (SECTION A only)**.

29. War

arising directly or indirectly out of:

- a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b. any action taken in controlling, preventing, suppressing or in any way relating to a. above.

30. Willful or dishonest acts of senior executive officers

arising directly or indirectly out of any willful, criminal, malicious or dishonest act, error or omission by a **senior executive officer** as determined by final adjudication, arbitral tribunal or written admission.

CONDITIONS

1. What you must do if an incident takes place

If any **senior executive officer** becomes aware of any incident which may reasonably be expected to give rise to a claim under this Policy, **you** must:

- a. other than in accordance with **CONDITION 2**, notify the **cyber incident manager** as soon as is reasonably practicable and follow their directions. However, this notification must be made no later than the end of any applicable extended reporting period. A telephone call to **our cyber incident response line** or confirmed notification via **our** cyber incident response app will constitute notification to the **cyber incident manager**;
- b. in respect of **INSURING CLAUSE 2 (SECTIONS A, B and C only)**, report the incident to the appropriate law enforcement authorities; and
- c. in respect of **INSURING CLAUSES 4, 5 and 6**, not admit liability for or settle or make or promise any payment or incur any **costs and expenses** without **our** prior written agreement (which will not be unreasonably withheld).

Due to the nature of the coverage offered by this Policy, any unreasonable delay by **you** in notifying the **cyber incident manager** could lead to the size of the claim increasing or to **our** rights of recovery being restricted. **We** will not be liable for that portion of any claim that is due to any unreasonable delay in **you** notifying the **cyber incident manager** of any incident in accordance with this clause. However, if **you** are prevented from notifying **us** by a legal or regulatory obligation then **your** rights under this Policy will not be affected.

If **you** discover a **cyber event** **you** may only incur costs without **our** prior written consent within the first 72 hours following the discovery and any **third party** costs incurred must be with a company forming part of the **approved claims panel providers**. All other costs may only be incurred with the prior written consent of the **cyber incident manager** (which will not be unreasonably withheld).

2. What you must do in the event of a circumstance which could give rise to a claim

In respect of **INSURING CLAUSES 5** and **6**, should a **senior executive officer** become aware of:

- a. a situation during the **period of the policy** that could give rise to a **claim**; or
- b. an allegation or complaint made or intimated against **you** during the **period of the policy**;

then **you** have the option of whether to report this circumstance to **us** or not. However, if **you** choose not to report it this circumstance **we** will not be liable for that portion of any **claim** that is greater than it would have been had **you** reported this circumstance.

If **you** choose to report this circumstance **you** must do so no later than the end of any applicable extended reporting period for it to be considered under this Policy and **we** will require **you** to provide full details of the circumstance, including but not limited to:

- a. the time, place and nature of the circumstance;
- b. the manner in which **you** first became aware of this circumstance;
- c. the reasons why **you** believe that this circumstance could give rise to a **claim**;
- d. the identity of the potential claimant; and
- e. an indication as to the size of the **claim** that could result from this circumstance.

Any subsequent **claim** arising directly from this circumstance will be deemed to have been made at the time this circumstance was notified to **us** and **we** will regard this **claim** as having been notified under this Policy.

3. Additional insureds

We will indemnify any **third party** as an additional insured under this Policy, but only in respect of sums which they become legally obliged to pay (including liability for claimants' costs and expenses) as a result of a **claim** arising solely out of an act, error or omission committed by **you**, provided that:

- a. **you** contracted in writing to indemnify the **third party** for the **claim** prior to it first being made against them; and
- b. had the **claim** been made against **you**, then **you** would be entitled to indemnity under this Policy.

Before **we** indemnify any additional insured they must:

- a. prove to **us** that the **claim** arose solely out of an act, error or omission committed by **you**; and
- b. fully comply with **CONDITION 1** as if they were **you**.

Where a **third party** is treated as an additional insured as a result of this Condition, any **claim** made by that **third party** against **you** will be treated by **us** as if they were a **third party** and not as an insured.

4. Agreement to pay claims (duty to defend)

We have the right and duty to take control of and conduct in **your** name the investigation, settlement or defense of any **claim**. **We** will not have any duty to pay **costs and expenses** for any part of a **claim** that is not covered by this Policy.

You may ask the **cyber incident manager** to consider appointing **your** own lawyer to defend the **claim** on **your** behalf and the **cyber incident manager** may grant **your** request if they consider **your** lawyer is suitably qualified by experience, taking into account the subject matter of the **claim**, and the cost to provide a defense.

We will endeavor to settle any **claim** through negotiation, mediation or some other form of alternative dispute resolution and will pay on **your** behalf the amount **we** agree with the claimant. If **we** cannot settle using these means, **we** will pay the amount which **you** are found liable to pay either in court or through arbitration proceedings, subject to the **policy limit** and **incident response limit**.

We will not settle any **claim** without **your** consent. If **you** refuse to provide **your** consent to a settlement recommended by **us** and elect to continue legal proceedings in connection with the **claim**, any further **costs and expenses** incurred will be paid by **you** and **us** on a proportional basis, with 80% payable by **us** and 20% payable by **you**. As a consequence of **your** refusal, **our** liability for the **claim**, excluding **costs and expenses**, will not be more than the amount for which the **claim** could have been settled.

5. Cancellation

This Policy may be canceled with 30 days written notice by either **you** or **us**.

If **you** give **us** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect. However, if **you** have made a claim under this Policy there will be no return **premium**.

If **we** give **you** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect.

We also reserve the right of cancellation in the event that any amount due to **us** by **you** remains unpaid more than 60 days beyond the **inception date**. If **we** exercise this right of cancellation it will take effect from 14 days after the date the written notice of cancellation is issued.

The Policy Administration Fee will be deemed fully earned upon inception of the Policy.

6. Continuous cover

If **you** have neglected, through error or oversight only, to report an incident discovered by **you** that might give rise to a **claim** under this Policy during the period of a previous renewal of this Policy issued to **you** by **us**, then provided that **you** have maintained uninterrupted insurance of the same type with **us** since the expiry of that earlier Policy, then, notwithstanding **EXCLUSION 10**, **we** will permit the matter to be reported under this Policy and **we** will indemnify **you**, provided that:

- a. the indemnity will be subject to the applicable limit of liability of the earlier Policy under which the matter should have been reported or the **policy limit** plus the **incident response limit**, whichever is the lower;
- b. **we** may reduce the indemnity entitlement by the monetary equivalent of any prejudice which has been suffered as a result of the delayed notification; and
- c. the indemnity will be subject to all of the terms, Conditions, Definitions and Exclusions of this Policy, other than a) above.

7. Extended reporting period

An extended reporting period of 60 days following the **expiry date** will be automatically granted at no additional premium. This extended reporting period will cover, subject to all other terms, conditions and exclusions of this Policy:

- a. any **claim** first made against **you** during the **period of the policy** and reported to **us** during this extended reporting period;
- b. any **cyber event**, **loss** or **system failure** first discovered by **you** during the **period of the policy** and reported to **us** during this extended reporting period; and
- c. any circumstance that a **senior executive officer** became aware of during the **period of the policy** and reports to **us** during this extended reporting period.

No claim will be accepted by **us** in this 60 day extended reporting period if **you** are entitled to indemnity under any other insurance, or would be entitled to indemnity under such insurance if its limit of liability was not exhausted.

8. Optional extended reporting period

If **we** or **you** decline to renew or cancel this Policy then **you** will have the right to have issued an endorsement providing an optional extended reporting period for the duration stated in the Declarations page which will be effective from the cancellation or non-renewal date. This optional extended reporting period will cover, subject to all other terms, conditions and exclusions of this Policy:

- a. any **claim** first made against **you** and reported to **us** during this optional extended reporting period, provided that the **claim** arises out of any act, error or omission committed prior to the date of cancellation or non-renewal; and
- b. any **cyber event, loss or system failure** first discovered by **you** during this optional extended reporting period, provided that the **cyber event, loss or system failure** occurred during the **period of the policy**;

If **you** would like to purchase the optional extended reporting period **you** must notify **us** and pay **us** the optional extended reporting period premium stated in the Declarations page within 30 days of cancellation or non-renewal.

The right to the optional extended reporting period will not be available to **you** where cancellation or non-renewal by **us** is due to non-payment of the **premium** or **your** failure to pay any amounts in excess of the applicable **policy limit** and **incident response limit** or within the amount of the applicable **deductible** as is required by this Policy in the payment of claims.

At the renewal of this Policy, **our** quotation of different **premium, deductible**, limits of liability or changes in policy language will not constitute non-renewal by **us**.

9. Fraudulent claims

If it is determined by final adjudication, arbitral tribunal or written admission by **you**, that **you** notified **us** of any claim knowing it to be false or fraudulent in any way, **we** will have no responsibility to pay that claim, **we** may recover from **you** any sums paid in respect of that claim and **we** reserve the right to terminate this Policy from the date of the fraudulent act. If **we** exercise this right **we** will not be liable to return any **premium** to **you**. However, this will not affect any claim under this Policy which has been previously notified to **us**.

10. Innocent non-disclosure

We will not seek to avoid the Policy or reject any claim on the grounds of non-disclosure or misrepresentation except where the non-disclosure or misrepresentation was reckless or deliberate.

11. Mergers and acquisitions

If **you** acquire an entity during the **period of the policy** whose annual revenue does not exceed 20% of the **company's** annual revenue, as stated in its most recent financial statements, cover is automatically extended under this Policy to include the acquired entity as a **subsidiary**.

If **you** acquire an entity during the **period of the policy** whose annual revenue exceeds 20% of the **company's** annual revenue, as stated in its most recent financial statements, cover is automatically extended under this Policy to include the acquired entity as a **subsidiary** for a period of 45 days.

We will consider providing cover for the acquired entity after the period of 45 days if:

- a. **you** give **us** full details of the entity within 45 days of its acquisition; and
- b. **you** accept any amendment to the terms and conditions of this Policy or agree to pay any additional **premium** required by **us**.

In the event **you** do not comply with a. or b. above, cover will automatically terminate for the entity 45 days after the date of its acquisition.

Cover for any acquired entity is only provided under this Policy for any act, error or omission committed on or after the date of its acquisition.

No cover will be automatically provided under this Policy for any acquired entity:

- a. whose business activities are materially different from **your** business activities;
- b. that has been the subject of any lawsuit, disciplinary action or regulatory investigation in the 3 year period prior to its acquisition; or
- c. that has experienced a **cyber event** in the 3 year period prior to its acquisition, if the **cyber event** cost more than the highest **deductible** of this Policy.

If during the **period of the policy** **you** consolidate, merge with or are acquired by another entity then all coverage under this Policy will terminate at the date of the consolidation, merger or acquisition unless **we** have issued an endorsement extending coverage, and **you** have agreed to any additional **premium** and terms of coverage required by **us**.

12. Our rights of recovery

You must maintain all of **your** rights of recovery against any **third party** and make these available to **us** where possible.

We will not exercise any rights of recovery against any **employee** or **senior executive officer**, unless this is in respect of any fraudulent or dishonest acts or omissions as proven by final adjudication, arbitral tribunal or written admission by **you**.

Any recoveries will be applied in proportion to the amounts paid by **you** and **us**.

13. Prior subsidiaries

Should an entity cease to be a **subsidiary** after the **inception date**, cover in respect of the entity will continue as if it was still a **subsidiary** during the **period of the policy**, but only in respect of an act, error, omission or event occurring prior to the date that it ceased to be a **subsidiary**.

14. Process for adjustment of business interruption losses

In order to determine the amount of **loss** following an interruption to **your business operations** covered under **INSURING CLAUSE 3 (SECTIONS B, C, D and E only)**, the **cyber incident manager** will appoint an independent expert agreed between **you** and **us** which will be paid for by **us** in accordance with **INSURING CLAUSE 3 (SECTION F only)**.

If an independent expert cannot be agreed upon, one will be appointed by an arbitrator mutually agreed between **you** and **us** whose decision will be final and binding.

Once an independent expert has been appointed, their calculation of **loss** will be final and binding.

15. Process for paying privacy breach notification costs

Any **privacy breach** notification transmitted by **you** or on **your** behalf must be done with **our** prior written consent. **We** will ensure that notification is compliant with any legal or regulatory requirements and contractual obligations. No offer must be made for financial incentives, gifts, coupons, credits or services unless with **our** prior written consent which will only be provided if the offer is commensurate with the risk of harm.

We will not be liable for any portion of the costs **you** incur under **INSURING CLAUSE 1 (SECTION E only)** that exceed the costs that **you** would have incurred had **you** gained **our** prior written consent. In the absence of **our** prior written consent **we** will only be liable to pay **you** the equivalent cost of a notification made using the most cost effective means permissible under the governing law.

16. Supply chain interruption events

In respect of **INSURING CLAUSE 3 (SECTION D only)**, it is a condition precedent to liability under this Policy that **you** submit to **us** a written report from the **supply chain partner** confirming the root cause and length of the outage.

17. Choice of law and service of suit

In the event of a dispute between **you** and **us** regarding this Policy, the dispute will be governed by the laws of the State of the United States of America shown as the choice of law stated in the Declarations page. **We** agree, at **your** request, to submit to the jurisdiction of a court of competent jurisdiction within the United States of America.

Nothing in this Condition constitutes or should be understood to constitute a waiver of **our** rights to commence an action in any court of competent jurisdiction in the United States of America, to move an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States of America or the laws of any State of the United States of America.

It is further agreed that service of process in such suit may be made upon the law firm stated in the Declarations page and that in any suit instituted against **us**, **we** will abide by the final decision of such court or of any appellate court in the event of an appeal. The law firm stated in the Declarations page is authorized and directed to accept service of process on **our** behalf in any such suit and, at **your** request, to give a written undertaking to **you** that they will enter a general appearance on **our** behalf in the event such suit is instituted.

Additionally, in accordance with the statute of any state, territory or district of the United States which makes such a provision, **we** hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as **our** true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by **you** arising out of this Policy. The law firm stated in the Declarations page is hereby designated as the firm to whom the above mentioned officer is authorized to mail such process or a copy thereof.

When to Notify Us

Please inform us whenever a significant change in your business takes place, such as:

- Expansion to additional locations
- New construction
- Changes in property values
- Ownership change
- Sudden increase/decrease in sales
- Increased/decreased hazards
- Security or protection change
- Product line change
- New contractual obligations
- Vehicle change

Above are only examples of situations which we should be made aware. There are others as well. If you have any questions, please call us right away.

Disclaimer

This is a summary of proposed insurance coverage, not a legal contract. It does not constitute an acceptance or binding of coverage. The terms and conditions of the proposal does not present all the terms, conditions, limitations, and exclusions that are contained in the policy and that may govern in the event of a loss. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that will govern in the event of loss.

Specimen copies of these policies may be available for your review prior to the binding of coverage. In evaluating your exposure to loss, we have relied upon information provided to us by you. You should review the proposed coverage to confirm that it reflects the coverage, limits and terms that you require. Higher limits for property and liability may be available. If there are other areas that need to be evaluated prior to binding coverage, or if any of the information you provided is now inaccurate, please bring these areas to our attention.

Should there be a change in your business or exposures after coverage is bound, please let us know so that proper coverage changes can be discussed.

In the event of a discrepancy between this presentation and the policy, the policy will supersede this presentation.

Requests to bind or change coverage through email, voice mail or other means will not take effect until you receive written communication from your Mahoney Group team confirming coverage is bound.

Payment Definitions

Agency Bill

Payment is made to The Mahoney Group at the address shown in our invoice. All invoices, including installment invoices, are due on the stated effective date.

Direct Bill

Payment is made directly to the insurance company, at the address shown on their invoice. It is critical that payments are made on time to ensure that coverage remains in force. We are not informed of payments due, received, or past-due. As such, we cannot provide notification of cancellation. The insurance company will cancel if payments are not made on time.

Premium Finance

We can help you in making financing arrangements with a premium finance company. We will collect the down payment and the signed finance agreement and submit it to the finance company. Once the agreement is in place, you will make payments directly to the premium finance company, to ensure that coverage remains in force. We are not informed of payments due, received, or past-due. As such, we cannot provide notification of cancellation.

Service Performance Plan

| | Actual | | TMG | | |
|---|--------|----------|----------------|----------------|----------|
| | Start | Complete | Responsibility | Responsibility | Approval |
| Overall | | | | | |
| Review status of “unaddressed” insurance and bonding lines | | | | | |
| Establish operating standards and response regimes | | | | | |
| Conduct comprehensive program analysis | | | | | |
| Deliver competitive quotes on all unaddressed lines | | | | | |
| Position program for positive repricing | | | | | |
| Administration | | | | | |
| Identify/introduce team members | | | | | |
| Meet to discuss certificate needs | | | | | |
| Issue binders, auto ID cards and certificates | | | | | |
| Monitor progress of policy issuance and delivery | | | | | |
| Perform contract reviews | | | | | |
| Monitor policy changes | | | | | |
| Perform midterm review | | | | | |
| Meet to discuss renewal program | | | | | |
| Loss Control | | | | | |
| Meet with loss control | | | | | |
| Develop loss control action plan | | | | | |
| Visit out of state locations | | | | | |
| Develop measurable goals by region | | | | | |
| Coordinate and monitor loss control activities and progress | | | | | |
| Review loss trending, benchmarking and goal-setting | | | | | |
| Claims Management | | | | | |
| Meet to review claim procedures and reporting | | | | | |

| | | | | | |
|--|--|--|--|--|--|
| Continuously track and monitor all reported claims | | | | | |
| Schedule and attend claim reviews | | | | | |
| Coordinate and monitor claim activities for all locations | | | | | |
| Serve as liaison between client, insurer and/or claims servicing parties | | | | | |
| Act as advocate on disputes, issues and problems | | | | | |
| Provide claim status updates | | | | | |
| Evaluate claims handling performance of TPA or service contractors | | | | | |
| Resources | | | | | |
| Select client portal administrator | | | | | |
| Determine site access | | | | | |
| Conduct client portal training | | | | | |
| Conduct online OSHA 300 Log training | | | | | |

How Do We Measure Up?

| Service | Description | Check here if your current broker offers this service |
|-------------------------------------|--|--|
| Insurance Market Access | We provide access to most insurance and administration markets. | |
| National Affiliations | In addition to our own talented professionals and specialized value-added services, we have a wealth of resources available to us through several national affiliations. | |
| Strategic Planning | We will develop a customized strategic plan for you that defines objectives and outlines the actions needed to fulfill those objectives. Our services ensure an organized, complete approach to fulfilling your risk management needs. | |
| Five-Star Service | We pride ourselves on the level of knowledge and service we bring to our clients. All of our clients are assigned a team of specialists dedicated to serving their needs. Each client accesses our team through a single point of contact, making working with us seamless and easy. | |
| Experience | We have a proven track record of dedication and commitment to excellence in our service to the business community. | |
| Technology | We use leading-edge technology to provide our customers with the latest data analysis and compliance tools. | |
| Workers' Comp Mod Evaluation | Our ModMaster® tool helps us pinpoint the cost drivers of your workers' compensation premiums and claims, and identify loss control solutions to save you money. We can also forecast how payroll or loss trends will affect your costs in the future. | |
| Client Portal | All of our clients receive access to a personalized website. The site is devoted to helping you with cost containment and safety programs, OSHA compliance, claims reporting, employee communication and more! | |
| OSHA Compliance | All of our P&C clients have access to an online tool used to create accurate OSHA logs and reports on demand. We also provide timely and relevant legislative updates when changes are made at the federal level. | |

| | | |
|--------------------------------|--|--|
| Online Services | Provide 24/7 reporting services. Reporting claims, adding or deleting drivers and vehicles, or requesting a certificate of insurance is as easy as sending an email. | |
| Custom Communication | With an extensive library of cost containment and loss control tools, we provide a broad range of communications, including ready-to-use employee newsletters, posters and payroll stuffers. | |
| Resources | From asbestos to welding safety to workers' comp statutes, our client portal Resource links offer your clients quick access to a wide variety of industry-related references. | |
| Client Portal Community | When partnering with us, you gain access to professionals from all over the country through the Community section of your client portal. An answer to a problem you have is just an e-mail away. | |

Claims Solutions

Insurance policies come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Mahoney Group team with any questions.

Claims Made Policy (Applicable to any coverage that is identified as claims made)

A claims-made policy will only cover claims reported to the insurer during the policy period or applicable extended reporting period. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer. Any business or organization with Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges/complaints brought by any state or federal agency involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

Claims Cost Containment and Advocacy

Part of any solid loss control program includes claims cost containment strategies. The Mahoney Group is committed to providing you with proactive claims management services focused on minimizing overall claims expenses. This includes:

Managing Claims

- Initial procedure set-up meetings
- Claim review meetings
- Advocacy assistance
- 24-hour emergency claim reporting

Online Services: Property Claim Report

Insured Info | Attach Document | Incident | Witnesses Info | Confirm

Step 1 of 5: Welcome to the Property Claim Report wizard. To report a property claim loss to your broker, enter all appropriate information on the following tabs.
Note: Any missing information may delay your request.

■ Required field

Insured Information

Choose your broker contact:

Company name:

Your name:

Your phone number:

Your fax number:

Your e-mail address:

Claims Cost Containment & Fraud Strategies

From conducting an accident investigation to educational information on how to detect fraud, our claims cost containment resources will help you to minimize losses and protect your bottom line. This includes proper reporting, accident investigation, implementing a return to work program, educating employees, etc.

safety matters
From your safety partners at [C. Officialname]

WORKING TOGETHER TO COMBAT WORKERS' COMPENSATION FRAUD
Presented by: [B. Officialname]

WORK COMP INSIGHTS
Fighting Fraud with Special Investigation Units

Claims Data Analytics

We can help you to take your claims analysis to the next level with our data analytics. We do so in part by carefully reviewing the data to answer the following questions:

- What specific factors are driving total claims dollars and counts?
- Which departments or divisions can serve as models for best practices in resolving claims? How can you best reduce outstanding reserve dollars?
- What specific loss sources are driving frequency and severity rates?
- Which specific locations, departments and loss sources are contributing to high cost claims?
- Are veteran employees or newer workers injured more frequently? What type of training is needed for these specific groups of employees?

ModMaster®

Realize your company's full potential for cost savings with a complete workers' compensation Experience Modification Factor analysis. With ModMaster, we can help you better understand your "mod" rating and determine the exact impact claims are having on your premiums and project just how much you could be saving down the road.

Risk Management Solutions: Overview

Based on our loss control and risk assessments, The Mahoney Group will provide you with loss control solutions tailored to your unique needs. To support your safety program initiatives and to control losses, we can provide access to a host of materials including:

- Hundreds of safety materials, including employee safety handbooks, formal workplace programs, and educational materials for employees
- Workplace safety checklists designed to help you to audit your safety procedures and practices quickly and easily
- OSHA compliance reference, training and presentation materials to support your compliance needs
- Workers' compensation materials to help you control your mod and reducing lost-time injury rates
- Employer- and employee-specific safety education materials
- Ergonomics tools to reduce lost time injuries and keep employees healthy
- Safety committee resources
- Risk management and coverage insights
- Certificate of request resources
- Claims cost containment forms and resources

Loss Control Evaluator

Prepared by: [c_officialname] Evaluation Date: 11/3/2011

The evaluator is designed to provide you with a framework to review your pre- and post-loss programs. Depending on the results, there are a variety of strategies on all [c_officialname] can employ to improve in areas of loss.

| Evaluation Criteria | Response | |
|--|--------------------------|--------------------------|
| | Yes | No |
| Management: Is there an appropriate system to indicate when an area is unsafe? | <input type="checkbox"/> | <input type="checkbox"/> |
| Management: Is there an effective, written safety program? | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. Are site safety issues regularly included on agendas of Management operations meetings? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are accident frequency/incidence rates improving? | <input type="checkbox"/> | <input type="checkbox"/> |
| Program Awareness: | | |
| 1. Does an established safety schedule exist on a routine basis? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are programs and results shared with entire workforce? | <input type="checkbox"/> | <input type="checkbox"/> |
| Employee Participation: | | |
| 1. Are employee representatives involved in the safety program? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are employees able to participate freely in safety activities without fear of reprisal? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is there a documented procedure in place for raising complaints of hazards or discrimination and receive timely employer responses? | <input type="checkbox"/> | <input type="checkbox"/> |
| Implementation: | | |
| 1. Does Management have the appropriate tools to implement a safety program? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is there an appropriate budget arranged to support the safety initiative? | <input type="checkbox"/> | <input type="checkbox"/> |
| OSHA Focus: | | |
| 1. Is OSHA training required to comply with OSHA standards? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is OSHA 300 log up to date? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is OSHA employee training conducted on a routine basis? | <input type="checkbox"/> | <input type="checkbox"/> |
| Safety Database: | | |
| 1. Do procedures exist for hazard review of previously charged new operations? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Does the customer have an accident investigation program? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are all loss-producing accidents and near misses investigated for root causes and corrective action taken? | <input type="checkbox"/> | <input type="checkbox"/> |
| Inspections: | | |
| 1. Are proper physical inspections of the workplace and equipment conducted? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are inspections conducted to observe work practices and other safety conditions in the work area? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Do inspections include compliance with relevant OSHA standards? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Has progress been made to provide a safer work environment? | <input type="checkbox"/> | <input type="checkbox"/> |
| Hazard Reporting: | | |
| 1. Is formal hazard reporting procedures exist? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are employees instructed to report hazards? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are employees instructed to report hazards to management? | <input type="checkbox"/> | <input type="checkbox"/> |

Loss Prevention Action Plan

Carrier Name: [carrier_name]
Provided by: [b_officialname]

Goals:

- Workers' compensation claim Total Incurred for all U.S. operations not to exceed \$[0.00]

CORPORATE

| | ACTIVITY | RESPONSIBILITY | DUE BY | COMPLETED ON |
|---|---|----------------|--------|--------------|
| 1 | Organizational Meeting of Loss Control and Claims | | | |
| 2 | Develop Loss Control Service Plan | | | |
| 3 | Overview of WC Program and Experience Mod | | | |
| 4 | Review/revise Safety Manual | | | |
| 5 | Presentation of Client Portal Capabilities | | | |
| 6 | Develop Service Instructions for Out-of-State Servicing | | | |
| 7 | Conduct Fleet Safety Audit | | | |
| 8 | Develop Fleet Safety Program | | | |
| 9 | Provide Annual MVR Check | | | |

The following section highlights some of the loss control solutions that we can provide you.

Risk Management Portal

Our Succeed Risk Management Center is a secure, comprehensive risk management and safety solution platform designed to improve risk management, loss control and prevention, and OSHA compliance efforts and results.

The Risk Management Center is easy to set up, accessible anywhere and anytime, and provides a cost-effective risk management and safety center for your entire organization across all departments and locations.

You can also access a host of loss-control materials on our Risk Management Center portal including the following:

Comprehensive Incident Management and OSHA Claims Reporting with **Incident Track[®]**



Improve the visibility, efficiency and accuracy of your workplace incident management system.

- ✓ Easily Track All Types of Incidents, Including Near-Misses
- ✓ Enter an Incident Only Once
- ✓ Document Accident Investigations
- ✓ Track Employee Injuries and Time Off Work
- ✓ Report Claims Automatically
- ✓ Generate Incident Reports, All OSHA Logs, and First Reports of Injury
- ✓ HIPAA-Compliant
- ✓ Identify where to focus your mitigation efforts with Trending Analytics
- ✓ Track All Types of Claims: Work-Related, Environmental, General Liability, Property, Fleet, and More
- ✓ Analyze Loss Sources to Prevent Incidents and Near Misses
- ✓ Reduce Risk and Losses
- ✓ Lower Costs

| Automate the Cycle | OSHA 300 Log Reporting | Holistic Solution |
|--|--|---|
| <ul style="list-style-type: none">✓ Incident Tracking✓ OSHA Logs✓ Claims Reporting✓ Comprehensive Trending & Reporting <p>Video</p> | <p>Most businesses are required to complete the OSHA 300, 300A and 301 forms by OSHA. These different forms have different uses and requirements within a workplace.</p> <p>Learn more about OSHA 300 Log Reporting via the link below.</p> <p>Video</p> | <p>Incident Track is part of the Succeed Risk Management Center, a comprehensive suite of insurance risk management, workplace safety, and compliance software tools.</p> <p>powered by</p>  |

To learn more, or to sign up for a no-obligation webinar, contact Jenny Woelk at 480.214.2795 or jwoelk@mahoneygroup.com.

- Employee safety pamphlets and handbooks
- Workplace safety checklists
- OSHA compliance reference, training and presentation materials
- Workers' compensation materials to help you control your mod and reducing lost-time injury rates
- Ergonomics tools to reduce lost-time injuries and keep employees healthy
- Safety committee resources
- Risk management and coverage insights
- Claims cost containment forms and resources

Employer Risk Management Solutions

Whether it's helping you understand what impacts your workers' compensation experience modification factor (mod), your employment practices liability risk or alerting you to new OSHA compliance requirements, we have the resources to keep you informed.

To help you stay abreast of current risk, compliance and coverage issues, we will provide you timely news and information that ensures you're able to understand and manage your risk. A few samples of the type of information we will provide are featured below:



Employer Workplace Safety Solutions

To support your company's safety program initiatives and to control losses, we will provide you access to a large collection of workplace safety materials that help you to develop, audit, enhance and support your safety program and workplace practices quickly and easily. Resources include employee safety manuals, workplace policies, safety and return to work policies, safety committee materials, safe operating procedures and workplace safety checklists – to name a few.

Fleet Safety Policy

Prepared by: [B_Officialname]

[C_Officialname]
Location: (Insert location)
Effective Date: (Effective Date)
Revision Number: 1

[C_Officialname] recognizes that our employees are our most valuable asset and the most important contributors to our continued growth and success. Our Company is firmly committed to the safety of our employees. [C_Officialname] will do everything possible to prevent workplace accidents and is committed to providing a safe working environment for all employees.

Motor vehicle accidents are the leading cause of work-related fatalities. The environment in which these accidents occur involves numerous potential hazards. The combination of these hazards and the human beings crucial to the success of the organization can create a high-risk environment.

To further this goal, our Company has developed a Fleet Safety Program. This program will consist of six components:

- Maintenance, Accident Investigation and Reporting
- Recruitment
- Driver selection
- Vehicle operation
- Accident prevention

Recruitment: [C_Officialname] focuses its recruitment efforts on hiring individuals who are:

- Licensed drivers
- Notify [C_Officialname] of any license suspension
- List references.

Driver selection will be made through a process of reference verification, review of driving records, and a written test. Authorizations will be issued only after a minimum of at least one week of probationary employment. If an employee is determined to be unsatisfactory, the probationary period will be extended until a possible termination and/or discharge.

Prepared by: _____ Date: _____

PRE-CONSTRUCTION CHECKLIST (c_officialname)

Client's Name: _____
Project Number: _____
Project Manager: _____
Site Manager: _____
Jobsite Address: _____

| Are any permits required? | Required Yes No | Provided Owner: Yes Vendor: No | Performed by Owner: Yes Vendor: No | Done Yes No |
|---|-----------------------|--------------------------------------|--|-------------------|
| If so, which and date applied for? | Required Yes No | Provided Owner: Yes Vendor: No | Performed by Owner: Yes Vendor: No | Done Yes No |
| Is a field office ordered? | Required Yes No | Provided Owner: Yes Vendor: No | Performed by Owner: Yes Vendor: No | Done Yes No |
| Is a telephone installed? Has the number been given to the main office? | Required Yes No | Provided Owner: Yes Vendor: No | Performed by Owner: Yes Vendor: No | Done Yes No |
| Is a project sign ordered? | Required Yes No | Provided Owner: Yes Vendor: No | Performed by Owner: Yes Vendor: No | Done Yes No |

Comments: _____

Ergonomics Workstation Checklist

This checklist is designed to help you evaluate your computer workstation and your video display terminal (VDT) to prevent common stresses and injuries associated with use.

CHAIR
A well-designed and adjustable chair improves circulation and posture, and prevents back strains and fatigue. Check the following:

- Chair height (up/down) and backrest tension/angle are easily adjustable
- Chair is equipped with a padded seat and back cushion
- Front edge of seat pan is rounded and seamless
- Seat is at least 18" wide x 15" long
- Chair has non-slippery upholstery with porous "breathable" fabric
- Backrest has height adjustable lower back support
- Backrest is at least 18" tall x 14" wide
- Seat tilts back only slightly as the backrest tilts back
- Chair swivels easily on casters
- Chair is supported with five legs for stability
- Base of chair is at least 24" around
- Height and width adjustable arm rests provided if needed

FOOT/LEG POSITIONS
Proper foot and leg positions help prevent stress in your neck and shoulders plus prevent cramping and stiffness in your legs. Check the following:

- Feet are flat on the floor or on a footrest
- You have 3" - 6" of legroom between legs and workstation
- Thighs are parallel to floor
- Knees are at 90-110 degree angle

KEYBOARD (arm and wrist position)
Proper positioning of your keyboard, arms and wrists will improve comfort and avoid injury. Check the following:

- Keyboard is detachable and slightly sloped at about 10-15 degrees
- Keyboard is prevented from slipping
- Wrists are relaxed and straight (neutral)
- Wrist rest or parallel support arm rests used, if needed
- Arms are close to body with elbows at 90-degree angle
- Wrist/forearms are parallel to floor

SAFETY & HEALTH COMMITTEE RESPONSIBILITIES

[C_Officialname]

In order to promote better communication between employees and management, a Safety & Health Committee has been established for [c_officialname] operations. Its primary function is to serve as a two-way channel of communication and to promote safety awareness throughout the workplace.

ORGANIZATION
The Safety & Health Committee will consist of:

- Safety Coordinator
- Associate Safety Coordinator
- Production Manager
- Shop Supervisor
- Warehouse Supervisor
- Shipping Supervisor
- Two Machine Shop Employees
- One Warehouse Employee
- One Shipping Employee

The Employee Safety & Health Committee will meet monthly. The meeting will be chaired by the Safety Coordinator or Associate Safety Coordinator. Should a scheduled meeting have to be postponed, it will be held later in the month, on a date and at a time determined by the Safety Coordinator.

FUNCTION
The Safety & Health Committee has the following functions:

1. Conduct Safety/Housekeeping inspection(s) of one or more departments as part of each meeting.
2. Review and update safety rules and safe operating procedures.
3. Review accidents and "near miss" incidents reported since the last meeting, and suggest means for preventing future occurrences.
4. Confer, review and comment on safety suggestions submitted by Employees.
5. Plan and carry out various safety promotion activities (such as contests, award programs, etc.)
6. Promote safety awareness among all employees through safe attitudes and day-to-day interactions.
7. Review safety impacts of equipment/facility changes and multi-shift operations.

When selecting members, take into account an employee's personal experience with safety. Someone from a specific work area with a history of accident or injury problems can bring valuable insights to the Committee. Volunteers or individuals who show they have an interest in safety are also good candidates. Likewise, individuals with a good safety record can bring their own experience to the group.

Rotate membership so that members exposed to Safety & Health Committee issues are "circulated" back into the workforce and others are brought in.

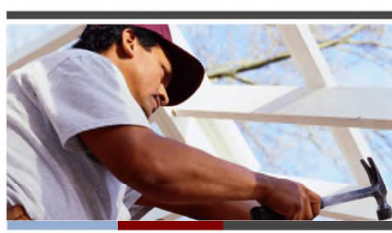
Site Operations Safety Manual

General Information

Safety Policy Statement
[C_Officialname] recognizes that our people drive the business. As our most critical resource, employees will be safeguarded through training, provision of appropriate work surroundings and procedures that foster protection of health and safety. All work conducted by [C_Officialname] employees will take into account the safety of the public, and safety of a safe working environment for our employees and their families, the community, and the environment.

Site Operations Safety Manual

Provided by: [B_Officialname]



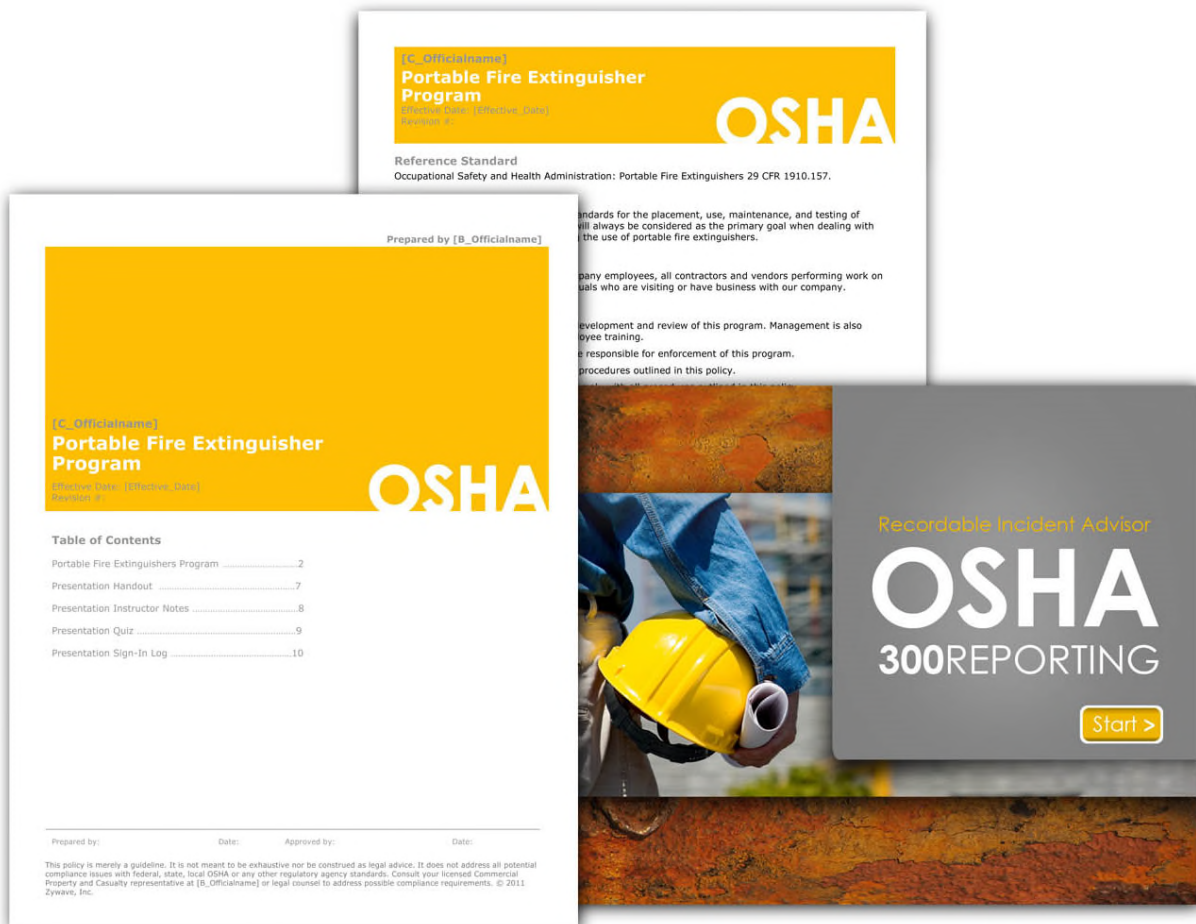
[C_Officialname] Site Operations Safety Manual

Back to list

OSHA Compliance

The Mahoney Group will help you to meet OSHA program and training requirements with materials geared to your business. Our resources include the following:

- How to prepare for an OSHA official visit
- Full program planning and training resources, including:
- Formal programs
- Training presentations and presenter's notes
- Employee training handouts and quizzes
- Sign-in logs for easy recordkeeping compliance



OSHA Reporting and Analysis

Our online resources include:

- Up-to-the minute recording of OSHA Log incidents
- Incident reporting and analysis
- Drill-down by injury type, body part, groups or divisions, and time period
- Instant calculation of incident rates and comparisons to national averages based on your SIC code, including printing of annual 300A Summary

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing the summary.

Using the Log, count the individual entries you made in each category. Then write the total number, making sure you've added the entries from every page of the Log. If any, no cases write "0".

Employees, former employees and their representatives have the right to review the OSHA 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.26, or OSHA's recordkeeping rule, for further details on the access provisions for these records.

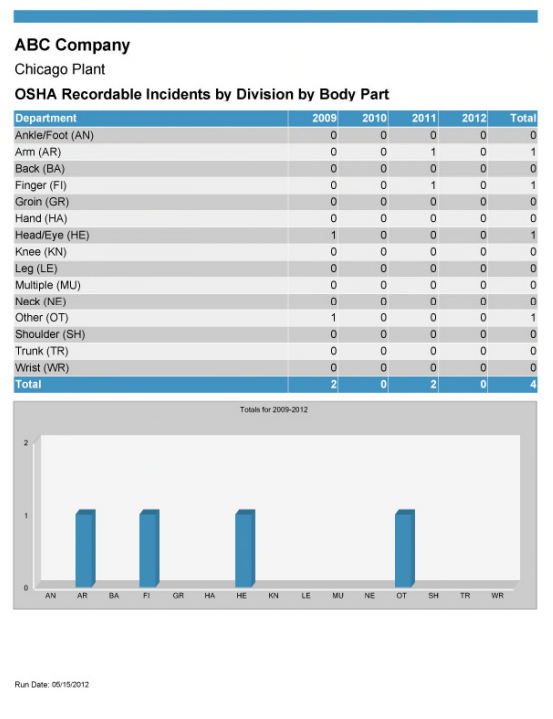
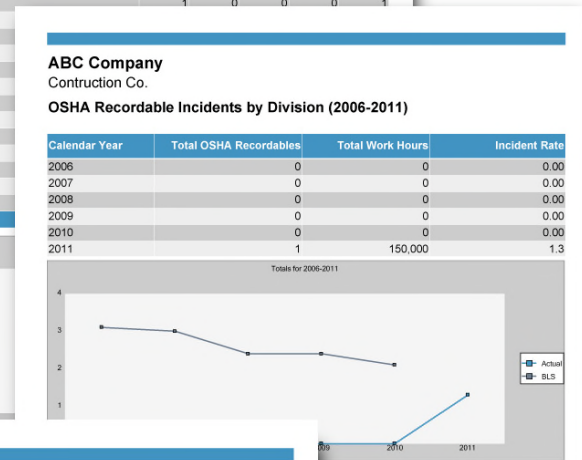
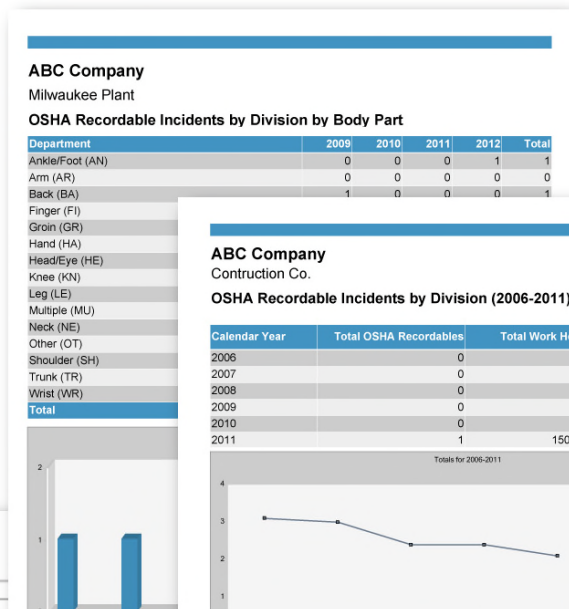
| Number of Cases | | | |
|------------------------|--|--|--|
| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
| 0 | 0 | 0 | 0 |
| (5) | (9) | (8) | (A) |

| Number of Days | |
|-------------------------------------|---|
| Total number of days away from work | Total number of days with job transfer or restriction |
| 0 | 0 |
| (K) | (L) |

| Injury and Illness Types | | | |
|----------------------------|---|-------------------------|---|
| Total number of (M) | | | |
| (1) Injuries | 0 | (4) Poisonings | 0 |
| (2) Skin disorders | 0 | (5) Hearing loss | 0 |
| (3) Respiratory conditions | 0 | (6) All other illnesses | 0 |

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection is estimated to average 10 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB number. If you have any comments about this aspect of the data collection, contact the Office of Management and Budget, Paperwork Project Director (0330-0183) or the Office of Management and Budget, Paperwork Project Director (0330-0183).



Workers' Compensation

Our Workers' Compensation resources help you to understand what contributes to total claim costs and ways to minimize your risk. From understanding your experience modification factor, or mod, to establishing Return to Work program activities, a sampling of our workers' compensation solutions for frontline managers and employees includes:

safety matters

For: [C_OfficialName]

Fighting WC Fraud in the Workplace

According to the Occupational Safety and Health Administration (OSHA), companies lose the most money from lost work due to workers' compensation (WC) claims. You don't need to be a supervisor to prevent WC fraud in the workplace. Here are 10 proactive steps you can take:

1. Get educated. Understand your rights, company policies, and the law. Participate in safety meetings on the job — you may have some valuable suggestions.
2. Help establish a safe work environment. Make sure to look over OSHA's Safety Data Sheet or Injury Prevention Program to see if you are prepared for potential hazards.
3. Participate in safety training. OSHA's Occupational Safety and Health Administration (OSHA) offers free safety training on the job. Safety training can help you understand your rights and responsibilities as an employee.
4. Keep in touch. If you become injured, touch base with your supervisor early so they can help you get back to work as soon as possible. Your supervisor will be able to help you with the paperwork, and you will receive benefits sooner than if you wait to contact your supervisor.
5. Use the worker's compensation process. If you are injured, you should file a claim as soon as possible. If you are injured, you should file a claim as soon as possible. If you are injured, you should file a claim as soon as possible.
6. Learn the injury reporting procedures. Know when and how to report an injury. If you are injured, you should file a claim as soon as possible. If you are injured, you should file a claim as soon as possible.
7. Make sure you are covered by workers' compensation. This can be done by making sure you are covered by workers' compensation. This can be done by making sure you are covered by workers' compensation.
8. Report injuries. If you are injured, you should file a claim as soon as possible. If you are injured, you should file a claim as soon as possible.
9. Keep records. If you are injured, you should file a claim as soon as possible. If you are injured, you should file a claim as soon as possible.
10. Be honest. If you are injured, you should file a claim as soon as possible. If you are injured, you should file a claim as soon as possible.

RETURN TO WORK PROGRAM

A COMPREHENSIVE GUIDE TO DEVELOPING AN EFFECTIVE PLAN

Checklist Workers' Compensation Audit

For: [C_OfficialName] Date:

Check the estimated premium charges paid to compare your current experience modification premium. For actual amounts, add up the actual costs for the third period. There can be a big difference between the estimated and actual premium. If the actual premium is higher, it's important to look into why workers' compensation premiums are so high.

Before the Auditor Arrives

| Before the Auditor Arrives | Completed |
|--|--------------------------|
| Check the estimated premium charges paid to compare your current experience modification premium. For actual amounts, add up the actual costs for the third period. There can be a big difference between the estimated and actual premium. If the actual premium is higher, it's important to look into why workers' compensation premiums are so high. | <input type="checkbox"/> |
| Assign an employee as the auditor's primary contact person. | <input type="checkbox"/> |
| Make sure that your records account for the actual gross payroll costs for each employee in different work areas. Employees are insured in a variety of locations. | <input type="checkbox"/> |
| Do not employ anyone. Some reports should be provided with monthly and quarterly payroll-based data to employees and employers. The type of work performed and the job duties for each employee must be known. This includes overtime, temporary and permanent workers. | <input type="checkbox"/> |
| If an employee is not being covered by different employer policies, the auditor will contact you for the most extensive classification available. | <input type="checkbox"/> |
| Be of insurance for 100% (Insurance Approval). | <input type="checkbox"/> |
| Get a copy of your policy. Otherwise, the auditor cannot verify the policy. | <input type="checkbox"/> |
| Get a copy of your schedule. It should be up to date. | <input type="checkbox"/> |
| Get a copy of your schedule. It should be up to date. | <input type="checkbox"/> |
| Get a copy of your schedule. It should be up to date. | <input type="checkbox"/> |

WORK COMP INSIGHTS

Workers' Compensation Insurance: An Overview

Workers' compensation coverage pays benefits to workers injured on the job, including medical care, part of lost wages and permanent disability. It also provides death benefits to dependents of employees killed from a work-related accident. Workers' compensation systems are different in every state. As individual states and local employers have adopted their own rules, rates, and coverage options.

Background of workers' compensation insurance. During the 19th century, the number of individuals filing for workers' compensation increased. As a result, the number of workers' compensation claims increased. As a result, the number of workers' compensation claims increased. As a result, the number of workers' compensation claims increased.

By 1948, all states had a system in place to provide compensation for injured employees. Under these systems, the employer was responsible for providing compensation for the cost of medical care and wages lost, and consequently, the employee gave up the right to sue the employer for damages. Currently, there is the only state where workers' compensation is not mandated for all employees.

As part of the insurance package, the injured worker's medical, rehabilitation and lost wages are paid for by the state or insurance carrier. If the injury leaves the worker disabled, the worker may be eligible for permanent disability benefits.

Workers' compensation coverage pays benefits to workers injured on the job, including medical care, part of lost wages and permanent disability.

The employer's responsibilities. Employees are required to do the following to comply with workers' compensation insurance laws:

- Pay premiums and provide the carrier with audit payroll numbers.
- Provide a safe environment.
- Notify the carrier as soon as possible after an injury - investigate injuries.

Managing Your Workers' Compensation Costs. Your workers' compensation insurance premium is based on a rating your company has, which is based on payroll, averages for your industry and claims experienced over a three-year period. Claims have a

WORK COMP INSIGHTS

Fighting Fraud with Special Investigation Units

Workers' compensation claims are estimated to cost employers several billion dollars annually. Fighting fraud among employees is one of the best ways to control workers' compensation costs. Fraudulent claims can increase your premium costs and negatively influence your bottom line. To reduce costs associated with fraudulent claims, it is important you know how to detect signs of fraudulent activity. While you may not be an expert at fraud detection, there are resources you can turn to when you have reason to doubt the legitimacy of a claim.

Special Investigation Units. Many insurers have special investigation units (SIUs) that are experienced in detecting fraudulent claims. If you suspect a claim is fraudulent, you can refer the claim to your SIU. If you suspect a claim is fraudulent, you can refer the claim to your SIU. If you suspect a claim is fraudulent, you can refer the claim to your SIU.

Special Investigation Units have the resources and experience necessary to expose fraudulent work comp claims.

Take proactive measures to minimize fraudulent activity. Strong workplace safety programs make a harder for dishonest employees to obtain workplace injuries. Also, let your injury reporting guidelines be your guide to monitor the claim from the start. Finally, whether it is discovered by you or an SIU, regulatory processes are fraud-related cases. It is important to show that your organization will not tolerate any abuse of the workers' compensation system.

Warning Signs of Workers' Compensation Fraud. Methods of paying workers for medical expenses and claims are tracked. The National Insurance Crime Bureau (NICB) has a list of warning signs of workers' compensation fraud. To help you detect possible WC fraud, experience signs are present:

- Being "kicked" or "let go" on a Friday afternoon but not reported until Monday.
- Employment Change. The reported accident occurs immediately before or after a strike, a layoff, the end of a job project or at the conclusion of seasonal work.
- Job Termination. If an employee has a post-termination claim:
 - Was the alleged injury reported by the employee prior to termination?
 - Did the employee contact his/her employer prior to claiming workers' compensation benefits?
- History of Changes. The claimant has a history of frequently changing positions, addresses and places of employment.
- Medical History. The employee has a job-related medical condition that is similar to the alleged work injury.
- No Witnesses. The accident has no witnesses, and the employee's own description does not logically support the cause of injury.
- Conflicting Descriptions. The employee's description of the accident conflicts with the medical history or First Report of Injury.
- History of Claims. The claimant has a history of numerous suspensions or disciplinary claims.
- Treatment in Hospital. The claimant refuses a diagnostic procedure to confirm the nature or extent of an injury.
- Late Reporting. The employee delays reporting the claim without a reasonable explanation.
- Hard to Reach. You have difficulty contacting a claimant at home, when he/she is allegedly disabled.
- Unconvincing. Does the employee have another paying job or outside work?
- Unusual Circumstances. There is an unusual coincidence between the employee's alleged date of injury and another need for personal care.
- Financial Problems. The employee has tried to borrow money from co-workers or the company, or requested pay advances.
- Injuries. The employee has a history that could cause an injury similar to the alleged work injury.

WORKERS' COMPENSATION

Provided by:

Average Daily Wage (ADW)
Average daily earnings of an employee in payments in situations where ADW would be actual wages.

Average Weekly Wage (AWW)
Average weekly earnings of an employee before an injury, which is used as a basis for determining weekly benefits payments.

Audited Premium
Final premium for the policy term based on actual payroll exposures.

Date of Injury (DOI)
Date when injury or illness occurred or, in the case of repetitive exposure injuries or illness, when it first became apparent that symptoms were work related.

Death Benefits
Benefits paid to surviving dependents when an employee dies as a result of injury or illness caused by their employment.

Excess Losses
In most NCCI and independent states, any dollars of each claim over x , where x is determined by the Primary/Excess Split Point that applies to the state and effective date. Excess losses are an indicator of loss severity.

Experience Modification Factor
An adjustment to the Manual Premium, calculated by an advisory organization (also known as rating bureau), such as NCCI. It's based on historic loss and payroll data of a particular insured. Also known as the experience modifier, experience modification rate, experience mod, or mod.

Independent Medical Examination (IME)
Requested by an employer or insurer to serve as an objective evaluation of an injured employee's condition. IMEs are used in situations where the findings of an employee's self-selected doctor need to be verified.

Light Duty
Temporary work restrictions placed on an injured employee by their physician that allows the employee to return to work while still allowing for their injury to heal properly.

PREPARING FOR A PAYROLL AUDIT

A Guide to Compiling Essential Information

For: [C_OfficialName]

Prepared by: [C_OfficialName]

(Last Name, First Name, Middle Name, Initials)

This document is meant to help you prepare for a payroll audit. It contains information that you will need to provide to the auditor. It is important to have this information ready before the auditor arrives.

1. Not reported until Monday.

2. Employment Change. The reported accident occurs immediately before or after a strike, a layoff, the end of a job project or at the conclusion of seasonal work.

3. Job Termination. If an employee has a post-termination claim:

- Was the alleged injury reported by the employee prior to termination?
- Did the employee contact his/her employer prior to claiming workers' compensation benefits?

4. History of Changes. The claimant has a history of frequently changing positions, addresses and places of employment.

5. Medical History. The employee has a job-related medical condition that is similar to the alleged work injury.

6. No Witnesses. The accident has no witnesses, and the employee's own description does not logically support the cause of injury.

7. Conflicting Descriptions. The employee's description of the accident conflicts with the medical history or First Report of Injury.

8. History of Claims. The claimant has a history of numerous suspensions or disciplinary claims.

9. Treatment in Hospital. The claimant refuses a diagnostic procedure to confirm the nature or extent of an injury.

10. Late Reporting. The employee delays reporting the claim without a reasonable explanation.

11. Hard to Reach. You have difficulty contacting a claimant at home, when he/she is allegedly disabled.

12. Unconvincing. Does the employee have another paying job or outside work?

13. Unusual Circumstances. There is an unusual coincidence between the employee's alleged date of injury and another need for personal care.

14. Financial Problems. The employee has tried to borrow money from co-workers or the company, or requested pay advances.

15. Injuries. The employee has a history that could cause an injury similar to the alleged work injury.

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Safety Matters Toolbox Talks

According to OSHA, one of the most effective ways to develop a safety-minded culture is to involve employees in ongoing “toolbox talk” safety meetings. These brief and informal meetings allow you the opportunity to gather workers together to alert them about potential workplace hazards. To provide tools to frontline managers, we offer a complete line of Safety Matters flyers including the following:

- Hand Tool Safety
- Fire Safety
- Defensive Driving Techniques
- Safe Lifting Techniques
- Accident Prevention
- Ladder Safety
- Slips and Falls



safety matters

Toolbox Talks for [C_OfficialName]

From your safety partners at [B_OfficialName]

Using Safety Data Sheets (SDS)

When working with chemicals, you must be familiar with a material's properties so you can take the proper safety precautions. This is accomplished by using Safety Data Sheets (SDS).

Your First Stop: The SDS
SDS protect you from hazardous materials in the workplace by providing information about a substance's properties, precautions for safe handling, use and storage, potential health hazards and first aid procedures. Before you begin working with a new chemical, always reference the SDS.

The easiest way to look up a material is by the name listed on the product's label. The SDS information may look a bit confusing at first, so here's how the information is typically grouped:

1. Identification
2. Hazard identification
3. Composition/information on ingredients
4. First-aid measures
5. Fire-fighting measures

12. Ecological information
13. Disposal considerations
14. Transport information
15. Regulatory information
16. Other information

When reviewing an SDS, scan it for safety precautions, health effects, storage, specific cautions and disposal instructions before using any chemical for the first time.

In Case of Emergency
An SDS is an excellent source of information to consult when a person is exposed to a hazardous product by inhalation, spillage, etc. It's your job to learn about a material's hazardous properties before an emergency occurs. What if a chemical splashes into a co-worker's eyes? You'll want to know how to help immediately, rather than waste valuable time by having to track down the

Always review the SDS for every hazardous material before its use. Then, take the necessary safety precautions.

safety matters

Toolbox Talks for [C_OfficialName]

From your safety partners at [B_OfficialName]

Accident Prevention

As an employer, you have a responsibility to provide a safe and healthy work environment for your employees. This includes preventing accidents and injuries. One of the most effective ways to do this is through accident prevention. This flyer provides information on how to prevent accidents and injuries in the workplace.

You may find that accidents happen in the workplace. However, you can take steps to prevent them. This flyer provides information on how to prevent accidents and injuries in the workplace.

safety matters

Toolbox Talks for [C_OfficialName]

From your safety partners at [B_OfficialName]

Adjusting to Your New Work Environment

A walk through the area of the workplace is a good first step. This flyer provides information on how to adjust to your new work environment. It covers topics such as safety hazards, emergency procedures, and safety equipment.

When you start a new job, you may find it difficult to adjust to the new work environment. This flyer provides information on how to adjust to your new work environment. It covers topics such as safety hazards, emergency procedures, and safety equipment.

safety matters

Toolbox Talks for [C_OfficialName]

From your safety partners at [B_OfficialName]

Common Sense and Safety

Common sense is a key to safety. This flyer provides information on how to use common sense to prevent accidents and injuries. It covers topics such as safety hazards, emergency procedures, and safety equipment.

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Making assumptions and taking risks when it comes to safety can lead to serious accidents and injuries.

Playing it Safe Communications

To help promote your safety message to employees, we also provide a complete line of Playing it Safe flyers and posters including the following:

- Eliminate Back Pain
- Driver Distractions
- Summer Precautions for Outdoor Workers
- Lockout/Tagout Safety
- Don't Slip Up and Trip Up
- Driver Safety
- Protect Yourself from Eye Injuries

PLAYING IT SAFE
Be safe and healthy on the job at [C_Officialname] with these helpful tips provided by [B_Officialname].

Preventing Sprains and Strains

Tips for avoiding workplace injuries

Over six million injuries occur in the workplace every year. Sprains, strains, and tears to muscles and connective tissues are some of the most common injuries workers experience.

Sprains and strains can result from lifting injuries, being hit by fallen objects or even a simple misstep. Overusing your muscles can also cause these injuries. Protect yourself and others from these painful injuries by always practicing safety on the job.

Sprains
Sprains occur when a ligament has been stretched too far from its normal position. Sprains of the fingers, wrists, knees and ankles are most common.

Strains
Strains are the result of pulling too far on a muscle or by pulling a muscle in one direction while it is contracting. Strains can also be caused by repetitive movements that lead to an stretching of muscle fibers, back, neck, groin and hamstring.

caution. When in doubt, ask for help with the lift.

- Reduce repetitive movements if possible; chronic strains are usually the result of overuse.
- Use proper form while completing tasks – extensive gripping can increase the risk of hand and forearm strains.
- Practice safety measures to help prevent falls. Avoid slippery surfaces, and always use harnesses and nets if applicable.
- Wear proper attire, including footwear, gloves, back belts and other applicable protective equipment.
- Consider your posture when sitting for long periods of time; maintain an overall relaxed position.
- Maintain a healthy fitness level outside of work to keep your body

Sprain or Strain?
They are not the same. Sprains are injuries to ligaments; strains are injuries to muscles or tendons. Taking the proper safety precautions and lifting techniques while on the job is your best defense against these injuries.

Eliminate Back Pain
Use proper lifting techniques

Using a safe lifting technique is the key to preventing back pain. Back pain is a common workplace injury and can cause a lot of lost work time. Following these simple guidelines and learning to lift properly can help you avoid back pain.

Proper Lifting Techniques

- Use good form. You are lifting with your back.
- Use a wide, stable base.
- Get a good grip and good footing.
- Lift with your legs, not your back.
- Lift with your feet, not your back.
- Get under the load to keep your back straight.
- Keep your back straight.
- Use your arms to help support the weight.
- Use your feet to push off.
- Use your feet to push off.
- Use your feet to push off.

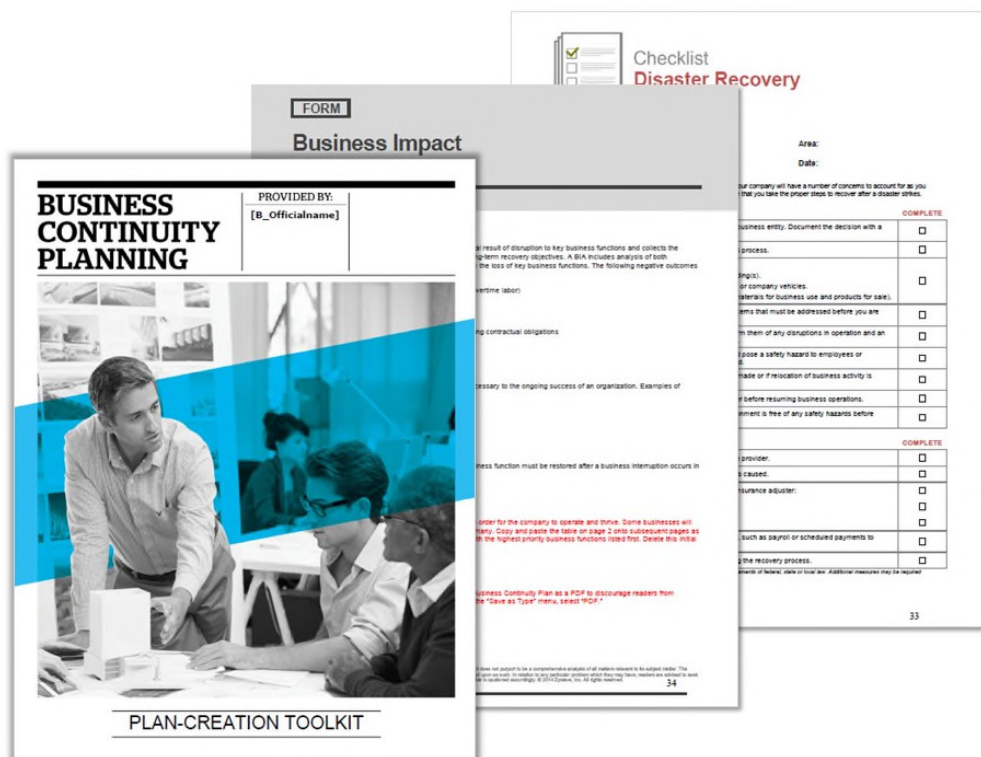
Dealing with Back Pain
Pay attention to any back pain you experience. You can avoid back pain by using proper lifting techniques and avoiding heavy lifting if you only have to lift a few times. Lifting with an injured back can lead to severe back problems.

Behind the Wheel
Staying safe behind the wheel is simple. The best strategies to avoid accidents are: 1) Avoid any activity that diverts your full attention from the road, and 2) Drive defensively!

Business Continuity Planning

With one in four small businesses unable to reopen their doors after a disaster, business contingency planning is a core risk management principle. We will help you develop a plan that allows you to:

- Protect the well-being of employees, their families and customers
- Minimize loss of revenue/customers
- Maintain public image and reputation
- Minimize loss of data
- Minimize the critical decisions to be made in a time of crisis
- Resume business operations as swiftly as possible



THE MAHONEY GROUP[®]



Tubac Fire District Renewal Analysis



2023 Employee Benefit Program Plan Renewals & Contributions

Renewal Date: 7/1/2023

**Presented by: Andrea Trevino & Michael Armenta
CREST INSURANCE GROUP**

2023 Renewal Comparative Financial Summary

| Line of Coverage | Current Plans 7/1/2022-2023 | | Final Renewals 7/1/2023-2024 | | % change from current | Alternate Renewals 7/1/2023-2024 | | % change from current |
|---|--|------------|---------------------------------|------------|--------------------------|-------------------------------------|------------|--------------------------|
| | Medical (Employer Contributes) | EMI Health | \$249,115 | EMI Health | \$257,768 | 3.47% | EMI Health | \$252,962 |
| Dental (Employer Contributes) | MetLife | \$18,832 | MetLife | \$19,398 | 3% | EMI Health | \$17,675 | -6% |
| Vision (Employer Contributes) | VSP | \$4,425 | VSP | \$4,425 | 0% | EMI Health | \$4,691 | 6% |
| Base Life & AD&D (100% ER Paid) | MetLife | \$3,548 | MetLife | \$4,014 | 13.1% | MetLife | \$4,014 | 13.1% |
| Supplementary Life (Voluntary) | MetLife | \$3,112 | MetLife | \$3,112 | 0% | MetLife | \$3,112 | 0% |
| Short Term Disability (100% ER Paid) | MetLife | \$5,623 | MetLife | \$5,623 | 0% | MetLife | \$5,623 | 0% |
| Est. Annual Total Premiums | \$279,032 | | \$288,717 | | | \$282,454 | | |
| Annual \$ Change | n/a | | \$9,685 | | | -\$3,422 | | |
| Annual % Change | | | 3.47% | | | 1.23% | | |

Tubac Fire District - MEDICAL - Current VS Renewal VS Bundled Discount

| MEDICAL | CURRENT 2022-2023 EMI PLANS | | | | RENEWAL 2023-2024 EMI PLANS | | | | Bundling EMI Dental and Vision 2023-2024 | | | |
|--|---|-----------------------|---|-----------------------|------------------------------|-----------------------|---|-----------------------|--|-----------------------|---|-----------------------|
| | PPO | | HDHP | | PPO | | HDHP | | PPO | | HDHP | |
| | \$1500 80% PPO | | \$3000 100% QHDHP | | \$1500 80% PPO | | \$3000 100% QHDHP | | \$1500 80% PPO | | \$3000 100% QHDHP | |
| Description of Coverage | In Network | Out of Network | In Network | Out of Network | In Network | Out of Network | In Network | Out of Network | In Network | Out of Network | In Network | Out of Network |
| | Deductible (Individual + Family) | \$1,500 + \$3,000 | \$3,000 + \$6,000 | \$3,000 + \$6,000 | \$6,000 + \$12,000 | \$1,500 + \$3,000 | \$3,000 + \$6,000 | \$3,000 + \$6,000 | \$6,000 + \$12,000 | \$1,500 + \$3,000 | \$3,000 + \$6,000 | \$3,000 + \$6,000 |
| Coinsurance (on allowed amount) | 80% + 20% | 50% + 50% | 100% + 0% | 50% + 50% | 80% + 20% | 50% + 50% | 100% + 0% | 50% + 50% | 80% + 20% | 50% + 50% | 100% + 0% | 50% + 50% |
| Max Out-of-Pocket (Individual + Family) | \$3,500 + \$7,000 | \$7,000 + \$14,000 | \$3,000 + \$6,000 | \$6,000 + \$12,000 | \$3,500 + \$7,000 | \$7,000 + \$14,000 | \$3,000 + \$6,000 | \$6,000 + \$12,000 | \$3,500 + \$7,000 | \$7,000 + \$14,000 | \$3,000 + \$6,000 | \$6,000 + \$12,000 |
| | In Network Benefit | | In Network Benefit | | In Network Benefit | | In Network Benefit | | In Network Benefit | | In Network Benefit | |
| Preventive Care | 100% Covered | | 100% Covered | | 100% Covered | | 100% Covered | | 100% Covered | | 100% Covered | |
| Office Visit - Non-Preventive | \$25 PCP / \$40 Specialist | | Subject to deductible first. Then covered at 100%. | | \$25 PCP / \$40 Specialist | | Subject to deductible first. Then covered at 100%. | | \$25 PCP / \$40 Specialist | | Subject to deductible first. Then covered at 100%. | |
| Inpatient Hospitalization | Covered 80% after deductible | | | | Covered 80% after deductible | | | | Covered 80% after deductible | | | |
| Emergency Room | \$250 Copay | | | | \$250 Copay | | | | \$250 Copay | | | |
| Urgent Care | \$50 Copay | | | | \$50 Copay | | | | \$50 Copay | | | |
| Prescription Drugs | \$10 / \$30 / \$60 / 25% | | | | \$10 / \$30 / \$60 / 25% | | | | \$10 / \$30 / \$60 / 25% | | | |
| | RATES | | | | | | | | | | | |
| Employee Only | 8 | 3 | \$406.90 | \$354.59 | \$420.31 | \$368.20 | \$412.47 | \$361.33 | | | | |
| Employee + Spouse | 0 | 2 | \$854.49 | \$744.63 | \$882.65 | \$773.19 | \$866.19 | \$758.78 | | | | |
| Employee + Child(ren) | 2 | 3 | \$773.11 | \$673.71 | \$798.60 | \$699.56 | \$783.71 | \$686.51 | | | | |
| Employee + Family | 7 | 2 | \$1,302.09 | \$1,134.68 | \$1,344.99 | \$1,178.21 | \$1,319.92 | \$1,156.24 | | | | |
| Est. Monthly Premium by plan | 27 | | \$13,916 | \$6,844 | \$14,375 | \$7,106.08 | \$14,107 | \$6,973.56 | | | | |
| Est. Annual Premium by plan | | | \$166,993 | \$82,122 | \$172,495 | \$85,273 | \$169,279 | \$83,683 | | | | |
| Est. Combined Annual Premium | 27 | | \$249,115 | | \$257,768 | | \$252,962 | | | | | |
| Annual Premium Change from Current | | | n/a | | \$8,653 | | \$3,847 | | | | | |
| Percent Change from Current | | | n/a | | 3.47% | | 1.54% | | | | | |

Tubac Fire District - DENTAL - Current VS Renewal VS Bundled Discount

| VOLUNTARY DENTAL OPTION | Current MetLife 2022-2023 | | Renewal MetLife 2023-2024 | | EMI ALTERNATE | | EMI ALTERNATE | |
|------------------------------------|-------------------------------------|--------------------|-------------------------------------|--------------------|-------------------------------------|--------------------|-------------------------------------|--------------------|
| | Single Plan | | Single Plan | | Single Plan | | Single Plan | |
| | DPPO Network | | DPPO Network | | Summit Plus (Cigna) | | Summit Plus (Cigna) | |
| | In Network | Out-of- Network | In Network | Out-of- Network | In Network | Out-of- Network | In Network | Out-of- Network |
| Annual Maximum | \$2,000 per person | | \$2,000 per person | | \$2,000 per person | | \$2,000 per person | |
| Deductible | \$50 Individual \$150 Family Max | | \$50 Individual \$150 Family Max | | \$50 Individual \$150 Family Max | | \$50 Individual \$150 Family Max | |
| Waived for Preventive | YES | NO | YES | NO | YES | NO | YES | NO |
| Preventive | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Basic | 80% | 80% | 80% | 80% | 80% | 80% | 80% | 80% |
| Major | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% |
| Rates | | | | | 1 Year Ren. Rate | | 2 Year Ren. Rate | |
| Employee Only | 10 | \$29.59 | 10 | \$30.48 | 10 | \$28.30 | 10 | \$29.40 |
| Employee Plus Spouse | 2 | \$63.27 | 2 | \$65.17 | 2 | \$59.00 | 2 | \$61.40 |
| Employee Plus Child(ren) | 5 | \$63.62 | 5 | \$65.53 | 5 | \$60.50 | 5 | \$62.90 |
| Employee Plus Family | 8 | \$103.60 | 8 | \$106.71 | 8 | \$89.10 | 8 | \$92.70 |
| Estimated Monthly Premium | 25 | \$1,569.34 | 25 | \$1,616.47 | 25 | \$1,416.30 | 25 | \$1,472.90 |
| Combined Monthly Premium | \$1,569 | | \$1,616 | | \$1,416 | | \$1,473 | |
| Combined Annual Premium | \$18,832 | | \$19,398 | | \$16,996 | | \$17,675 | |
| Ann. \$ Change from Current | n/a | | \$566 | | -\$2,402 | | -\$1,724 | |
| Ann. % Change from Current | n/a | | 3.0% | | -12.4% | | -8.9% | |

Tubac Fire District - VISION - Current VS Renewal VS Bundled Discount

| VOLUNTARY VISION | | VSP | | EMI ALTERNATE |
|-----------------------------------|-----------|-----------------------------|-----------------------------|-----------------------------|
| | | Current 2022-2023 | Renewal 2023-2024 | Renewal 2023-2024 |
| Network | | VSP Choice | VSP Choice | VSP Choice |
| Description of Coverage | | In Network | In Network | In Network |
| Examination Coverage | | \$10 Copay | \$10 Copay | \$10 Copay |
| Examination Frequency | | Once per 12 months | Once per 12 months | Once per 12 months |
| Lenses Coverage | | \$15 Materials Copay | \$15 Materials Copay | \$10 Materials Copay |
| Single Vision Lenses | | Covered in full after copay | Covered in full after copay | Covered in full after copay |
| Bifocal Lenses | | | | |
| Trifocal Lenses | | | | |
| Lenticular Lenses | | | | |
| Lenses Frequency | | Once per 12 months | Once per 12 months | Once per 12 months |
| Frames Coverage | | \$150 Allowance | \$150 Allowance | \$160 Allowance |
| Frames Frequency | | Once per 24 months | Once per 24 months | Once per 12 months |
| Contact Lens Coverage | | \$15 Materials Copay | \$15 Materials Copay | \$15 Materials Copay |
| Medically Necessary | | Up to \$60 Copay | Up to \$60 Copay | \$15 Copay |
| Elective | | \$150 Allowance | \$150 Allowance | \$160 Allowance |
| Rates | | | | |
| Employee Only | 8 | \$7.99 | \$7.99 | \$6.70 |
| Employee + Spouse | 2 | \$13.04 | \$13.04 | \$14.50 |
| Employee + Child(ren) | 7 | \$12.78 | \$12.78 | \$15.50 |
| Employee + Family | 9 | \$21.03 | \$21.03 | \$22.20 |
| Estimated Monthly Premium | 26 | \$368.73 | \$368.73 | \$390.90 |
| Estimated Annual Premium | | \$4,425 | \$4,425 | \$4,691 |
| Ann. Premium Change | | N/A | \$0 | \$266 |
| Ann. % Change from Current | | N/A | 0% | 6% |

Tubac Fire District - BASIC LIFE - Current VS Renewal

| BASE LIFE / AD&D | MetLife | |
|--|--------------------------|--------------------------|
| | Current 2022-2023 | Renewal 2023-2024 |
| Basic Life/AD&D Benefit to Employee | 1x Annual Earnings | 1x Annual Earnings |
| Basic Life/AD&D Max Benefit to Employee | Flat \$75,000 | Flat \$75,000 |
| Rates per \$1,000 | | |
| Life Rate | \$0.233 | \$0.269 |
| AD&D Rate | \$0.041 | \$0.041 |
| Volume (Covered Benefit) | \$1,079,050 | \$1,079,050 |
| Total Monthly Premium | \$295.66 | \$334.51 |
| Annual Premium | \$3,548 | \$4,014 |
| Ann Premium Change From Current | n/a | \$466 |
| Ann. % Change from Current | N/A | 13% |

00014
Metropolitan Life Insurance Company
4150 N Mulberry Drive, Suite 300
Kansas City, MO 64116



MICHAEL ARMENTA
5285 E WILLIAMS CIR STE 4500
ATTN ACCOUNTING
TUCSON, AZ 85711

Re: Group # 05944605
TUBAC FIRE DISTRICT

Subject: July 1, 2023 Renewal

Dear Broker / Agent / Third Party Administrator:

Enclosed is a copy of the renewal letter that will be sent to your client.

Thank you for your business!

MetLife Renewal Underwriting

000140010070000000001000



Tubac Fire District
Dental and Vision Proposal
April 12, 2023

Corporate 801-262-7475
Customer Service 800-662-5851
EMIHealth.com



Group: Tubac Fire District - (Option 1)
Plan: Summit Plus Indemnity
Underwritten & Administered by: EMI Health
Plan Type: Contributory / Fully Insured
Effective Date: 7/1/2023
Benefit Year: Calendar
Proposal Date: 4/12/2023
Employer Contribution Requirement: 50%
Minimum Participation Requirement: 75% of Eligible (Minimum of 2 enrolled)
Proposal Valid: Up to the proposed effective date

| | In-Network | Out-of-Network |
|---|--|----------------------------|
| Type 1 - Preventive Oral Exams, Cleanings, X-rays, Fluoride | 100% | 100% up to R&C |
| Type 2 - Basic Fillings, Oral Surgery | 80% | 80% up to R&C |
| Type 3 - Major Crowns, Bridges, Prosthodontics | 50% | 50% up to R&C |
| Type 4 - Orthodontics Dependent children ages 7 through 18 | No Coverage | No Coverage |
| Endodontics | Type 2 - Basic | Type 2 - Basic |
| Periodontics | Type 2 - Basic | Type 2 - Basic |
| Sealants | Type 2 - Basic | Type 2 - Basic |
| Space Maintainers | Type 2 - Basic | Type 2 - Basic |
| Waiting periods | | |
| Type 2 - Basic | | None |
| Type 3 - Major | | None |
| Type 4 - Orthodontics | | N / A |
| Deductible | In and Out of Network Deductibles are Combined | |
| Per Person | \$50.00 | \$50.00 |
| Family Max | \$150.00 | \$150.00 |
| Deductible Applies To | Type 2 & Type 3 | Type 2 & Type 3 |
| Annual Maximum Per Person | \$2,000.00 | |
| Orthodontic Lifetime Maximum | N / A | |
| Network (Utah) | Premier (EMI Health) | N/A |
| Network (Arizona & Outside Utah) | Summit Plus (Cigna) | N/A |
| Fee Schedule | Summit Plus | R & C (90th) |
| Monthly Rates | 1 Year Rates | 2 Year Rates |
| Employee | \$28.30 | \$29.40 |
| Employee + Spouse | \$59.00 | \$61.40 |
| Employee + Child(ren) | \$60.50 | \$62.90 |
| Employee + Spouse + Child(ren) | \$89.10 | \$92.70 |
| Provisions / Limitations / Exclusions | | |
| Exams (including Periodontal), Cleanings and Fluoride | | 2 per year |
| Fluoride | | Up to age 16 |
| Sealants | | Up to age 16 |
| Space Maintainers | | Up to age 16 |
| Bitewing X-Rays | | Up to 4, twice per year |
| Periapical X-Rays | | 6 per year |
| Panoramic X-Ray | | 1 every 3 years |
| Impacted Teeth | | Covered in Type 2 - Basic |
| Anesthesia - (Age 8 and over for the extraction of impacted teeth only) | | Covered in Type 3 - Major* |
| Anesthesia - (For children age 7 and under, once per year) | | Covered in Type 3 - Major* |
| Implants / Implant Abutments | | Covered in Type 3 - Major |
| Crowns, Pontics, Abutments, Onlays and Dentures | | 1 every 5 years per tooth |
| Fillings on the same surface | | 1 every 18 months |
| Benefits illustrated are in summary only. Refer to your certificate for a complete description of benefits, limitations and exclusions. | | |
| When using a Non-participating Provider, the insured is responsible for all fees in excess of the Reasonable and Customary Charges (R&C). | | |
| * Anesthesia is not subject to waiting periods. | | |

Notes

- 1) Rates are based on EMI Health being the sole carrier.
- 2) Deductible Takeover - Not Included
- 3) New Hire Takeover Provision (If applicable) - Prior plan credit included. Only insured benefits are credible.
- 4) Administration Fee - \$2.00 per employee to a maximum of \$20.00 will be charged each month.
- 5) New Group Takeover Provision (If applicable) - With proof of coverage and effective dates from the employer's prior dental carrier, the employee's waiting period, if any, will be reduced by the number of months the employee was covered by the prior plan. The takeover provision only applies to benefits that were covered by the group's prior dental plan.



Group: Tubac Fire District
Plan: VSP Plus 10-160 / VSP Plus 10-130 / VSP Plus 10-100
Effective Date: 7/1/2023
Plan Type: Voluntary or Contributory
Proposal Date: 4/12/2023
Employer Contribution Requirement: Contributory - 100% of the single premium / Voluntary - None
Minimum Participation Requirement: Contributory - 75% of Eligible (Minimum of 2 enrolled) / Voluntary - None (Minimum of 2 enrolled)
Rate Guarantee: 1 Year
Proposal Valid: Up to the proposed effective date

| | VSP Plus 10-160 | | VSP Plus 10-130 | | VSP Plus 10-100 | |
|--|--|---|--|---|--|---|
| | In-Network | Out-of-Network | In-Network | Out-of-Network | In-Network | Out-of-Network |
| Network | VSP Choice Plus | | VSP Choice Plus | | VSP Choice Plus | |
| WellVision Exam | \$10 Co-pay | Up to \$65 | \$10 Co-pay | Up to \$65 | \$10 Co-pay | Up to \$65 |
| Lenses (Glass or Plastic) | | | | | | |
| Single Vision | \$10 Co-pay | Up to \$30 | \$10 Co-pay | Up to \$30 | \$10 Co-pay | Up to \$30 |
| Lined Bifocal | \$10 Co-pay | Up to \$50 | \$10 Co-pay | Up to \$50 | \$10 Co-pay | Up to \$50 |
| Lined Trifocal | \$10 Co-pay | Up to \$65 | \$10 Co-pay | Up to \$65 | \$10 Co-pay | Up to \$65 |
| Lenticular | \$10 Co-pay | Up to \$100 | \$10 Co-pay | Up to \$100 | \$10 Co-pay | Up to \$100 |
| Lens Options | | | | | | |
| Progressive (Standard no-line) | \$0 Co-pay | Up to \$50 (In lieu of Lined Bifocal reimbursement) | \$0 Co-pay | Up to \$50 (In lieu of Lined Bifocal reimbursement) | \$0 Co-pay | Up to \$50 (In lieu of Lined Bifocal reimbursement) |
| Premium Progressive Options | \$95-\$105 Co-pay | | \$95-\$105 Co-pay | | \$95-\$105 Co-pay | |
| Custom Progressive Options | \$150-\$175 Co-pay | | \$150-\$175 Co-pay | | \$150-\$175 Co-pay | |
| Plastic Gradient Dye | \$17 Co-pay | | \$17 Co-pay | | \$17 Co-pay | |
| Solid Plastic Dye | \$15 Co-pay | | \$15 Co-pay | | \$15 Co-pay | |
| Photochromic Lenses | \$75 Co-pay | N/A | \$75 Co-pay | N/A | \$75 Co-pay | N/A |
| Polycarbonate for Adults | \$31 Co-pay SV/\$35 Co-Pay Multifocal | | \$31 Co-pay SV/\$35 Co-Pay Multifocal | | \$31 Co-pay SV/\$35 Co-Pay Multifocal | |
| Polycarbonate for Children (under 18) | \$0 Co-pay | | \$0 Co-pay | | \$0 Co-pay | |
| Coatings | | | | | | |
| Scratch Resistant Coating | \$17 Co-pay | N/A | \$17 Co-pay | N/A | \$17 Co-pay | N/A |
| Anti-Reflective Coating | \$41 Co-pay | | \$41 Co-pay | | \$41 Co-pay | |
| UV Protection | \$16 Co-pay | | \$16 Co-pay | | \$16 Co-pay | |
| Additional lens enhancements | Up to 25% Discount | | Up to 25% Discount | | Up to 25% Discount | |
| Frames | | | | | | |
| Allowance Based on Retail Pricing | \$160 Allowance at any VSP doctor or \$90 at Costco, Sam's Club or Walmart | Up to \$80 | \$130 Allowance at any VSP doctor or \$70 at Costco, Sam's Club or Walmart | Up to \$80 | \$100 Allowance at any VSP doctor or \$55 at Costco, Sam's Club or Walmart | Up to \$70 |
| Additional Pairs of Glasses** | Up to 20% Off Retail | N/A | Up to 20% Off Retail | N/A | Up to 20% Off Retail | N/A |
| Elective Contact Lenses In Lieu of Frame & Lenses | | | | | | |
| Elective contact lens fitting, evaluation services and prescription contact lenses are covered up to plan allowance. 15% discount given off contact lens fitting and evaluation services, excluding materials. | \$160 Allowance | Up to \$145 | \$130 Allowance | Up to \$115 | \$100 Allowance | Up to \$85 |
| Frequency | Every 12 Months | | Every 12 Months | | Every 12 Months | |
| Refractive Surgery | | | | | | |
| LASIK*** | Up to \$500 in Savings | Not Covered | Up to \$500 in Savings | Not Covered | Up to \$500 in Savings | Not Covered |
| Monthly Rates | Contributory | Voluntary | Contributory | Voluntary | Contributory | Voluntary |
| Employee | \$6.70 | \$9.00 | \$6.00 | \$7.80 | \$5.40 | \$6.70 |
| Employee + Spouse | \$14.50 | \$19.30 | \$13.00 | \$16.50 | \$11.40 | \$14.50 |
| Employee + Child(ren) | \$15.50 | \$20.50 | \$13.80 | \$17.80 | \$12.30 | \$15.50 |
| Employee + Spouse + Child(ren) | \$22.20 | \$29.60 | \$20.00 | \$25.40 | \$17.60 | \$22.30 |

Notes

This is a summary of plan benefits. The actual Policy will detail all plan limitations and exclusions.

** 20% discount off unlimited additional pairs of glasses offered through any VSP Choice Providers within 12 months of last covered eye exam.

*** Discounts average 15-20% off or 5% off a promotional offer for laser surgery, including PRK, LASIK, Custom LASIK, and IntraLase3

Underwritten by: EMI Health

Note: Administration Fee - \$2.00 per employee to a maximum of \$20.00 will be charged each month. If Dental is offered also, fee will only be charged once per employee.



Group Number : 3078

Tubac Fire District

as part of the Public Service Health Benefits Pool

Confirmation of Renewal Rates

July 01, 2023 through June 30, 2024

Step 1:

Read the renewal assumptions listed at the end of the document. Then put a checkmark in the squares next to all the plans/options (select up to 3 medical plan options) you wish to confirm for the 2023-2024 plan year.

| Current Medical Plans | Employee | EE + SP | EE + Ch(ren) | Family | Change |
|--|----------|----------|--------------|------------|--------|
| A 3000 3000 QHDHP 100% | | | | | |
| Currently Enrolled: | 3 | 2 | 3 | 2 | |
| Previous Rates: | \$354.59 | \$744.63 | \$673.71 | \$1,134.68 | |
| <input type="checkbox"/> Renewal Rates (Med Only): | \$368.20 | \$773.19 | \$699.56 | \$1,178.21 | 3.84% |
| <input type="checkbox"/> Renewal Rates (Med Den Vis Bundling): | \$361.33 | \$758.78 | \$686.51 | \$1,156.24 | 1.90% |
| A 1500 4000 80% \$25/40 | | | | | |
| Currently Enrolled: | 8 | 0 | 2 | 7 | |
| Previous Rates: | \$406.90 | \$854.49 | \$773.11 | \$1,302.09 | |
| <input type="checkbox"/> Renewal Rates (Med Only): | \$420.31 | \$882.65 | \$798.60 | \$1,344.99 | 3.30% |
| <input type="checkbox"/> Renewal Rates (Med Den Vis Bundling): | \$412.47 | \$866.19 | \$783.71 | \$1,319.92 | 1.37% |

| | All Medical Plan Options | Med Only | Employee | EE + SP | EE + Ch(ren) | Family |
|--------------------------|--------------------------|----------|----------|------------|--------------|------------|
| <input type="checkbox"/> | A 250 2000 90% \$20/35 | | \$498.54 | \$1,046.95 | \$947.22 | \$1,595.33 |
| <input type="checkbox"/> | A 500 2000 90% \$20/35 | | \$483.03 | \$1,014.36 | \$917.76 | \$1,545.69 |
| <input type="checkbox"/> | A 500 3500 80% \$20/35 | | \$469.41 | \$985.73 | \$891.86 | \$1,502.07 |
| <input type="checkbox"/> | A 1000 3000 80% \$20/35 | | \$445.99 | \$936.59 | \$847.38 | \$1,427.18 |
| <input type="checkbox"/> | A 1500 4000 80% \$25/40 | | \$420.31 | \$882.65 | \$798.60 | \$1,344.99 |
| <input type="checkbox"/> | A 2000 4500 80% \$25/40 | | \$400.42 | \$840.87 | \$760.79 | \$1,281.33 |
| <input type="checkbox"/> | A 2500 5000 80% \$30/60 | | \$384.79 | \$808.07 | \$731.12 | \$1,231.34 |
| <input type="checkbox"/> | A 3000 6500 80% \$30/60 | | \$365.49 | \$767.54 | \$694.44 | \$1,169.58 |
| <input type="checkbox"/> | A 4000 6600 70% \$40/75 | | \$330.88 | \$694.84 | \$628.66 | \$1,058.80 |
| <input type="checkbox"/> | A 5000 7350 80% \$40/75 | | \$321.55 | \$675.24 | \$610.93 | \$1,028.93 |
| <input type="checkbox"/> | A 1500 1500 QHDHP 100% | | \$424.58 | \$891.60 | \$806.68 | \$1,358.64 |
| <input type="checkbox"/> | A 1500 3000 QHDHP 80% | | \$386.38 | \$811.40 | \$734.11 | \$1,236.40 |
| <input type="checkbox"/> | A 3000 3000 QHDHP 100% | | \$368.20 | \$773.19 | \$699.56 | \$1,178.21 |
| <input type="checkbox"/> | A 3000 6000 QHDHP 80% | | \$331.06 | \$695.22 | \$629.01 | \$1,059.39 |
| <input type="checkbox"/> | A 4000 6500 QHDHP 80% | | \$299.15 | \$628.20 | \$568.37 | \$957.25 |
| <input type="checkbox"/> | A 5000 6500 QHDHP 80%* | | \$280.17 | \$588.37 | \$532.33 | \$896.58 |

*Denotes the plan does not provide creditable prescription drug coverage to Medicare Part D eligible individuals

| | All Medical Plan Options | Med Den Vis Bundling | Employee | EE + SP | EE + Ch(ren) | Family |
|--------------------------|--------------------------|----------------------|----------|------------|--------------|------------|
| <input type="checkbox"/> | A 250 2000 90% \$20/35 | | \$489.25 | \$1,027.42 | \$929.56 | \$1,565.58 |
| <input type="checkbox"/> | A 500 2000 90% \$20/35 | | \$474.02 | \$995.45 | \$900.65 | \$1,516.87 |
| <input type="checkbox"/> | A 500 3500 80% \$20/35 | | \$460.65 | \$967.35 | \$875.23 | \$1,474.06 |
| <input type="checkbox"/> | A 1000 3000 80% \$20/35 | | \$437.67 | \$919.12 | \$831.58 | \$1,400.57 |
| <input type="checkbox"/> | A 1500 4000 80% \$25/40 | | \$412.47 | \$866.19 | \$783.71 | \$1,319.92 |
| <input type="checkbox"/> | A 2000 4500 80% \$25/40 | | \$392.96 | \$825.20 | \$746.61 | \$1,257.44 |
| <input type="checkbox"/> | A 2500 5000 80% \$30/60 | | \$377.62 | \$793.00 | \$717.49 | \$1,208.39 |
| <input type="checkbox"/> | A 3000 6500 80% \$30/60 | | \$358.67 | \$753.23 | \$681.49 | \$1,147.78 |
| <input type="checkbox"/> | A 4000 6600 70% \$40/75 | | \$324.71 | \$681.88 | \$616.94 | \$1,039.06 |
| <input type="checkbox"/> | A 5000 7350 80% \$40/75 | | \$315.55 | \$662.65 | \$599.54 | \$1,009.74 |
| <input type="checkbox"/> | A 1500 1500 QHDHP 100% | | \$416.66 | \$874.98 | \$791.64 | \$1,333.31 |
| <input type="checkbox"/> | A 1500 3000 QHDHP 80% | | \$379.17 | \$796.27 | \$720.42 | \$1,213.35 |
| <input type="checkbox"/> | A 3000 3000 QHDHP 100% | | \$361.33 | \$758.78 | \$686.51 | \$1,156.24 |
| <input type="checkbox"/> | A 3000 6000 QHDHP 80% | | \$324.88 | \$682.26 | \$617.28 | \$1,039.63 |
| <input type="checkbox"/> | A 4000 6500 QHDHP 80% | | \$293.58 | \$616.49 | \$557.77 | \$939.40 |
| <input type="checkbox"/> | A 5000 6500 QHDHP 80%* | | \$274.95 | \$577.40 | \$522.41 | \$879.86 |

*Denotes the plan does not provide creditable prescription drug coverage to Medicare Part D eligible individuals

Benefit Changes Include

- A 250 1500 90% became A 250 2000 90%
- A 500 1500 90% became A 500 2000 90%
- A 500 3000 80% became A 500 3500 80%
- A 1000 2500 80% became A 1000 3000 80%
- A 1500 3500 80% became A 1500 4000 80%

Medical Plan Notes

Med Den Vis Bundling rates are valid if Medical, Dental, and Vision are all offered through EMI Health
 If interested in using the Med Den Vis Bundling medical rates, please request Dental and Vision quotes from your account manager

Step 2:

Sign and date below, save this file, and return it to Lauren Harward at EMI Health

Please sign below to acknowledge your acceptance of the terms, conditions and obligations of the renewal rates including any benefit or language changes (if applicable) for the 2023-2024 plan year. Please return this signed signature page to EMI Health by May 31, 2023. If this signature page is not received by the previously mentioned date your first payment under the new rates will be deemed an acceptance of the new rates, benefits, and agreements.

Signature

Date

Renewal Assumptions

Plan Information:

- Medical Provider Networks: Blue Cross® Blue Shield® of Arizona in Arizona, EMI Health Care Plus in Utah, and First Health outside Utah and Arizona.
- Pool will allow 3 benefit options per group.
- Funding Type: Self Funded
 - Specific and Aggregate stop loss coverage is included with a contract basis: 12/24.
- These plans are part of a Pool.
 - All aggregate stop loss accumulations will accumulate for the entire Pool, not each group individually.
 - Claims reporting is available for the Pool as a whole, not each group individually.
- Administered by: EMI Health.
- Accumulation Period: Calendar Year.
- Rx programs included: Mandatory Generic (DAW 1), Quantity per Dispensing Event, Specialty Pharmacy Program and Smart Pre-Authorization (PDST/PDPA).
- Other programs included: EMI Health Wellness (including Biometrics) and EMI Health TeleMed \$0.

Eligibility Requirements:

- Requires 70% participation after qualified waivers and 50% participation before waivers.
- The number of out-of-state employees may not exceed 50% of the eligible employees with no more than 25% in states other than Arizona, Georgia, Texas and Utah.
- If enrollment differs by more than 15% during the contract year, EMI Health reserves the right to reevaluate rates and plan designs.
- The number of COBRA participants may not exceed 10% of the group enrollment.
- This quote assumes retirees will not be covered.

Contribution Requirements:

- Requires the Employer to contribute a minimum of 50% of the single rate.
- The rates assume no deductible, coinsurance or copays will be paid by the group (except as approved for HSA and HRA products). GAP plans require approval.
- For HSA plans, additional HSA fund administration will be required. The rates above are for the HDHP.

Other Requirements:

- EMI Health is the only Medical carrier.
- This quote assumes the group has a current Workers Compensation plan in place.
- Additional fees may be required due to Federal Health Care Reform. PCORI Fees will be paid by the group.

EMI Health reserves the right to withdraw or change the bid if any of the bid information changes, including but not limited to any claims, demographic or other changes that may affect the risk of the group.



January 1, 2023

NANCY LINDSEY
TUBAC FIRE DISTRICT
2227 E FRONTAGE RD
TUBAC, AZ 85646-9997

DEAR NANCY LINDSEY:

Thank you for choosing VSP® Vision Care — and for your continued business. Putting your employees first and guaranteeing their satisfaction is easy, when we have partners like you.

As the only national not-for-profit vision company, we're committed to giving your employees:

- **Lowest employee out-of-pocket costs** — employees' #1 priority in a vision plan.
- **Exclusive Member Extras**. offers you won't find anywhere else — only VSP members can save more than \$2,500 on vision, hearing, medical, and lifestyle services.
- **World class service** — the highest customer satisfaction in the industry, 15 years in a row.

Your VSP plan automatically renews on **May 1, 2023** and **no action is required** to continue to receive consumers' **#1** choice in vision care.

Group Name/Number: TUBAC FIRE DISTRICT / 30075764
Renewal Period: May 1, 2023 - April 30, 2025
Current Plan Frequency: 12 / 12 / 24
Current Copay: \$10 Exam / \$10 Materials
Current Allowance: \$150.00 Retail Frame / \$150.00 Elective Contact Lenses
Current Rates: \$7.99 / 12.78 / 13.04 / 21.03
Renewal Rates: \$7.99 / 12.78 / 13.04 / 21.03

Rates include all applicable taxes and health assessment fees known as of the date of your renewal.

Enhanced Offering

Have you considered **upgrading your Plan Frequency** or **increasing your Retail Frame Allowance** to maximize the lowest out-of-pocket for your employees? We recommend these enhancements when you renew your current plan to deliver greater value:

Plan Frequency: 12 / 12 / 24
Copay: \$10.00 Exam / \$10.00 Materials
Allowance: \$180.00 Retail Frame / \$150.00 Elective Contact Lenses
Renewal Rates: \$8.25 / 13.21 / 13.48 / 21.74

Updating your plan is simple! Give me a call to enhance your benefits or to lower your premium and keep delivering the lowest out-of-pocket costs.

Thank you,

Brittany Snodgrass (800) 216-6248

cc: MICHAEL ARMENTA
CREST INSURANCE GROUP, LLC
7272 E INDIAN SCHL RD STE 375
SCOTTSDALE, AZ 85251-3952

CMI CS Team