

BILL NO. R-12-02-10

RESOLUTION NO. R-_____

**A RESOLUTION RATIFYING AND APPROVING
POLICIES FOR INSURANCE.**

WHEREAS, Chapter 37, Sec. 37.21 of the Municipal Code of the City of Fort Wayne, Indiana requires the approval of the Common Council for insurance policies exceeding \$10,000 per year.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF
THE CITY OF FORT WAYNE, INDIANA:**

SECTION 1. The following insurance policies for the City of Fort Wayne, Indiana, are hereby approved and ratified:

- *Safety National Casualty Corporation; Excess Workers Compensation @ a \$350,000 retention level; \$85,310 premium; expires 1/1/13.*
- *The Hartford; Life and Long Term Disability Insurance; \$493,224; expires 1/31/13*
- *Automated Group Administration with Monumental Life; Third Party Administration and Specific & Aggregate Reinsurance Coverage; \$1,729,057; expires 12/31/12.*

SECTION 2. That this Resolution shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney

Wells Fargo Ins Services USA, Inc. (FTW)

PO Box 203308

Dallas, TX 75320-3308

Ph. (260)432-3400

wfis.wellsfargo.com

INVOICE

City of Fort Wayne
200 E. Berry Street
Suite 470
Fort Wayne, IN 46802

Invoice Date : 01/27/2012

Invoice Number : 6819256

Amount Invoiced : \$85,310.00

Remitted Amount : _____

Client Name : City of Fort Wayne

Carrier : Safety National Casualty Corporation

Policy Number : AGC4045655

Policy Term : 01/01/2012 to 01/01/2013

Effective Date : 01/01/2012

----- Please remit this portion with your payment -----

Wells Fargo Insurance

Policy Number: AGC4045655

Line of Business	Description	Amount Due
Excess Workers Compensation(1)	Renewal Policy Premium	\$85,310.00
	Total Due	\$85,310.00

Invoice Message:

Annual Renewal Premium. Payment due upon receipt. Thank you for your business.

SPECIFIC EXCESS AND AGGREGATE EXCESS
WORKERS' COMPENSATION AND
EMPLOYERS' LIABILITY INSURANCE AGREEMENT

SAFETY NATIONAL CASUALTY CORPORATION
ST. LOUIS, MISSOURI

(Hereinafter called the CORPORATION)

In consideration of the payment of premium and subject to all the terms of this Agreement, hereby agrees with the EMPLOYER named in the Declarations (hereinafter called the EMPLOYER), as follows:

A. Coverage of Agreement

This Agreement applies only to Loss sustained by the EMPLOYER because of liability imposed upon the EMPLOYER by the Workers' Compensation or Employers' Liability Laws of:

- (1) the State(s) designated in the Declarations, or
- (2) other State(s), provided that the Loss shall not be greater than it would have been had liability been imposed by the State(s) specified in the Declarations,

on account of bodily injury by accident or bodily injury by occupational disease due to Occurrences taking place within the Liability Period to Employees of the EMPLOYER engaged in the business operations specified in the Declarations and all other operations necessary, incidental, or appurtenant thereto. Bodily injury includes resulting death.

The inclusion of more than one EMPLOYER in the Declarations shall not increase the EMPLOYER's Self-Insured Retention nor the CORPORATION's Maximum Limit of Indemnity.

The insurance afforded by this Agreement applies to operations in the State(s) specified in the Declarations, including, however, incidental operations conducted by Employees who are regularly engaged in operations in the specified State(s), but who may be temporarily outside the specified State(s).

B. Insurance Under This Agreement

(1) Specific Excess Insurance

With respect to each Occurrence taking place within a Liability Period, the EMPLOYER shall retain as its own Loss, as defined below, the amount specified in Item 7 of the Declarations, and the CORPORATION agrees to reimburse the EMPLOYER only for such Loss in excess of such Self-Insured Retention, subject to the Maximum Limit of Indemnity Per Occurrence, or the Employers' Liability Maximum Limit of Indemnity Per Occurrence, whichever is applicable, as specified in Item 8 of the Declarations. The separate Employers' Liability Maximum Limit of Indemnity Per Occurrence shall not operate, in any case, to increase the total amount the CORPORATION agrees to reimburse the EMPLOYER for Loss per any one Occurrence as per Item 8(a) of the Declarations.

(2) Aggregate Excess Insurance

The CORPORATION further agrees to indemnify the EMPLOYER for Loss on account of all Occurrences taking place within such Liability Period (but excluding Loss per Occurrence in excess of the amount specified in Item 7 of the Declarations as the EMPLOYER's Self-Insured Retention under Section B(1)) which is in excess of an aggregate amount, hereinafter called the Loss Fund, determined for each Liability Period as provided below, subject to the Maximum Limit of Indemnity as specified in Item 11 of the Declarations.

C. Definitions

- (1) "Loss" – shall mean actual payments, less recoveries, legally made by the EMPLOYER to Employees and their dependents in satisfaction of: (a) statutory benefits, (b) settlements of suits and claims, and (c) awards and judgments. Loss shall also include Claim Expenses, paid by the EMPLOYER, as defined in Paragraph (2) of this Section. The term Loss shall not include the items specifically excluded by Paragraph (3) of this Section.
- (2) "Claim Expenses" – shall mean court costs, interest upon awards and judgments and the reasonable allocated costs of investigation, adjustment, defense, and appeal, including pension or appeal bond costs (provided that the prosecution of such appeal and/or the posting of such pension or appeal bond is approved by the CORPORATION) of claims, suits or other proceedings brought against the EMPLOYER under the Workers' Compensation or Employers' Liability Laws of the State(s) designated in the Declarations, or other State(s), as provided in Section A, even though such claims, suits, proceedings or demands are wholly groundless, false or fraudulent. Claim Expenses shall not include fees to the EMPLOYER's Service Company.
- (3) "Exclusions from Loss" – shall refer to the following amounts paid by the EMPLOYER, and specifically excluded from the term Loss:
 - (a) Salaries, wages, and remuneration provided to Employees;
 - (b) Fees to the EMPLOYER's Service Company and/or costs of self-administration of claims;

- (c) Punitive or exemplary damages as they relate to claims made under the Employers' Liability coverage provided by this Agreement;
- (d) Fines or penalties assessed against the EMPLOYER for any violation by the EMPLOYER, or its representative(s), of any statute or regulation, unless the fines or penalties result from a reasonable dispute as to Workers' Compensation benefits owed by the EMPLOYER;
- (e) Assessments and taxes made upon the EMPLOYER as self-insurer whether imposed by statute, regulation, or otherwise;
- (f) Any amounts required to be paid by the EMPLOYER because of:
 - 1) Serious and willful misconduct of the EMPLOYER, including intentional torts and intentional acts or omissions resulting in injury, acts or omissions taken with reckless disregard of the possible occurrence of an injury or acts or omissions taken that are substantially certain to result in injury, regardless of whether or not said actions may be classified in the State(s) as intentional torts,
 - 2) Coercion, criticism, demotion, evaluation, re-assignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any Employee and/or related personnel practices, policies, acts or omissions by the EMPLOYER,
 - 3) Knowingly employing an Employee in violation of law,
 - 4) Rejection by the EMPLOYER of any Workers' Compensation Law,
 - 5) Failure to comply with any health, safety, or notification law or regulation,
- (g) Loss voluntarily assumed by the EMPLOYER under any contract or agreement, whether express or implied;
- (h) Loss for which the EMPLOYER carries a full coverage Workers' Compensation and Employers' Liability policy; and
- (i) Any amount owed by the EMPLOYER pursuant to any provision of any law that provides non-occupational disability benefits.
- (4) "Loss Fund" – shall be the greater of: (a) the product of the Loss Fund Percentage, as stated in Item 9 of the Declarations and the Manual or Standard Premium, whichever is applicable, as stated in Item 6 of the Declarations, or (b) the Minimum Loss Fund specified in Item 10 of the Declarations. (See Section F for the determination of the Manual or Standard Premium.)
- (5) "Occurrence" – shall mean accident. In addition, bodily injury by occupational disease must be caused or aggravated by the conditions of employment and shall be deemed to have occurred on the last day of the last exposure to those conditions of employment causing or aggravating such injury by occupational disease, or such dates as is otherwise established by the Workers' Compensation and Employers' Liability Laws of the appropriate State(s). Bodily injury by occupational disease sustained by each Employee shall be deemed to be

a separate Occurrence unless such disease results directly from an accident.

- (6) "Employee" – as respects liability imposed upon the EMPLOYER by the Workers' Compensation Law of any State, the word Employee shall mean any person performing work which renders the EMPLOYER liable under the Workers' Compensation Law of a State named in Item 2 of the Declarations, which is the State of the injured Employee's normal employment, for bodily injuries or occupational disease sustained by such person.
- (7) "State" – shall mean any state, territory, or possession of the United States of America and the District of Columbia.

D. Reimbursement

If the EMPLOYER pays any Loss incurred in any Liability Period in excess of the Self-Insured Retention Per Occurrence or the Loss Fund created for the respective Liability Period, the CORPORATION shall reimburse the EMPLOYER upon receipt of a formal proof of loss and other evidence acceptable to the CORPORATION of such payment. Within a reasonable period of time, reimbursement payments shall be made by the CORPORATION.

The CORPORATION shall have, and may exercise at any time, and from time to time, the right to offset any balance or balances, whether on account of premiums, Losses or otherwise, due from the EMPLOYER to the CORPORATION against any balance or balances due from the CORPORATION to the EMPLOYER under this Agreement.

E. Liability Period

The liability of the CORPORATION for Loss hereunder shall be determined separately for each Liability Period. The initial Liability Period shall commence at 12:01 A.M. on the Effective Date and end at 12:01 A.M. on the Anniversary Date, designated in Items 3 and 4 respectively, of the Declarations. Each succeeding Liability Period shall begin concurrently with the end of the previous Liability Period and continue for the same number of consecutive months as the initial Liability Period. All time is stated in local time for the State(s) designated in the Declarations.

In the event the EMPLOYER fails to give express written intent to continue coverage at the end of a given Liability Period, the Agreement shall be deemed terminated, and the Anniversary Date shall serve as the termination date of the Agreement.

F. Premium

Upon acceptance of the Agreement and at the beginning of each Payroll Reporting Period, as specified in Item 15 of the Declarations, the EMPLOYER shall pay to the CORPORATION the amount of the Deposit Premium specified in Item 14 of the Declarations. The EMPLOYER shall pay premiums when due. The Deposit Premium shall be held by the CORPORATION until the expiration of the Payroll Reporting Period. Within thirty (30) days after the close of each Payroll Reporting Period, the EMPLOYER shall render to the CORPORATION a report, upon a form satisfactory to

the CORPORATION, exhibiting, by classification, the amount of such remuneration earned by Employees during such reporting period, and the EMPLOYER shall therewith pay to the CORPORATION the excess of the Earned Premium over the Deposit Premium previously paid. In case the Deposit Premium paid exceeds the Earned Premium, the CORPORATION shall return to the EMPLOYER the amount of such excess or give appropriate credit, subject to the proportion of Minimum Premium for the Liability Period in the case of multi-year Liability Periods.

Upon expiration of a Liability Period, a summary of voluntary payroll reports for such Liability Period shall be made to determine the Earned Premium under this Agreement. In no event, however, shall the Earned Premium in respect of any Liability Period be less than the Minimum Premium specified in the Declarations.

For each Payroll Reporting Period, the CORPORATION shall compute the Earned Premium as follows:

- (1) Remuneration – The remuneration earned, or man-hours accumulated, during such period by all Employees, including volunteers, engaged in each classification covered by this Agreement shall be computed in accordance with the rules set forth in the appropriate Manual of Workers' Compensation and Employers Liability Insurance.
- (2) Manual and Standard Premium – The remuneration, or man-hours, so computed for Employees engaged in each such classification shall be multiplied by the Manual Rate per \$100 of remuneration/man-hour, in effect at the inception of each Payroll Reporting Period, and the products so obtained shall be added together to determine the Manual Premium. An Experience Modification Factor may be applied to the Manual Premium to determine a Standard Premium. Such Experience Modification Factor shall be determined at the inception of this Agreement and is subject to annual review and possible revision. A Standard Premium takes precedence over any Manual Premium.
- (3) Earned Premium – Against the Manual or Standard Premium shall be applied the Premium Rate, as specified in Item 12 of the Declarations, to determine the appropriate Earned Premium.

This Agreement is issued by the CORPORATION and accepted by the EMPLOYER subject to the agreement that, in the event of any change in the Rates per \$100 remuneration/man-hour, as stated in Item 6 of the Declarations, because of any general rate increase or any legislative amendment affecting the benefits under the Workers' Compensation Law of any State(s) named in Item 2 of the Declarations, such change, upon the effective date thereof, shall be, without endorsement, made a part of this Agreement.

G. Self-Insurer

The EMPLOYER, by acceptance of this Agreement, warrants that it is a duly qualified Self-Insurer in the State(s) designated in the Declarations, and will continue to maintain such qualifications during the currency of this Agreement. In the event the EMPLOYER should at any time while this

Agreement is in force terminate such qualifications or if they should be cancelled or revoked, such loss of qualifications shall operate as notice of cancellation of this Agreement by the EMPLOYER, subject to the additional terms of the Cancellation Section of this Agreement.

H. Service and Administration

This Agreement contemplates the concurrent and continued existence of a separate service agreement between the EMPLOYER and the Service Company, its designated representative, named in Item 5 of the Declarations, providing services approved by the CORPORATION. The EMPLOYER agrees that its Service Company shall furnish the CORPORATION with quarterly loss runs concurrent with each Liability Period of this Agreement. The provision of loss runs alone does not relieve the EMPLOYER of its reporting obligations as set forth in Section I of this Agreement. In addition, the electronic transfer of loss information by a Service Company of the EMPLOYER shall not constitute notice of a claim.

Cancellation of the service agreement between the Service Company and the EMPLOYER shall operate as a notice of cancellation of this Agreement by the EMPLOYER, subject to the additional terms of the Cancellation Section of this Agreement. Any change in service companies must be immediately communicated to and approved by the CORPORATION, and this obligation shall survive the termination or non-renewal of this Agreement.

I. Prompt Reporting of Claims

As soon as the EMPLOYER becomes aware, the EMPLOYER must provide prompt notice to the CORPORATION of: (a) any claim or action commenced against the EMPLOYER which exceeds, or is likely to exceed, fifty percent (50%) of the Self-Insured Retention Per Occurrence specified in Item 7 of the Declarations and (b) the reopening of any claim in which a further award might involve liability of the CORPORATION under this Agreement.

In addition, the following categories of claims shall be reported to the CORPORATION immediately, regardless of any question of potential involvement of the CORPORATION:

1. Fatalities;
2. Paraplegics and quadriplegics;
3. Serious burns, defined as 2nd or 3rd degree burns involving 25% or more of the body;
4. Brain injury;
5. Spinal cord injury;
6. Amputation of a major extremity; and
7. Any Occurrence which results in a serious injury to two or more Employees.

If the CORPORATION is prejudiced by the EMPLOYER's failure to provide prompt notice of a claim in accordance with the requirements set forth above and/or as otherwise provided by the Law of any State(s), the CORPORATION may elect to deny coverage for Loss arising from such claim. To constitute prompt, sufficient notice, the EMPLOYER must provide complete information as to the details of the injury, disease, or death.

J. Defense of Claims

The EMPLOYER shall investigate and settle or defend all claims and shall conduct the defense and appeal of all actions, suits, and proceedings commenced against it. The EMPLOYER shall forward promptly to the CORPORATION copies of any pleadings or reports as may be requested. The CORPORATION shall not be obliged to assume charge of the investigation, defense, appeal or settlement of any claim, suit, or proceeding brought against the EMPLOYER, but the CORPORATION shall be given the opportunity to investigate, defend, or participate with the EMPLOYER in the investigation and defense of any claim, if, in the opinion of the CORPORATION, its liability under this Agreement might be involved.

K. Good Faith Claims Administration

The EMPLOYER shall use diligence, prudence, and good faith in the investigation, defense, pursuit of recovery from others and settlement of all claims. The EMPLOYER shall not unreasonably refuse to settle any claim which, in the exercise of sound judgment with respect to the entire claim, should be settled, provided, however, that the EMPLOYER shall not make any payment or agree to any settlement for any sum which would involve the limits of the CORPORATION's liability hereunder without the approval of the CORPORATION.

If the CORPORATION is prejudiced by the EMPLOYER's failure to exercise diligence, prudence, and good faith, the CORPORATION may elect to disclaim coverage for Loss from such claim.

L. Inspection and Audit

The CORPORATION shall have the right, but not the obligation, to inspect the premises and equipment and/or to audit the books and records of the EMPLOYER and of its agents and representatives, including all records relating to payroll and claims matters, at any reasonable time during the period of this Agreement and within three (3) years after final settlement of all claims due to Occurrences happening during the term of this Agreement. An audit to determine Manual or Standard Premium shall supersede any and all prior voluntary payroll reports by the EMPLOYER, and will be used to determine the final adjustment of premiums due to the CORPORATION and the Loss Fund amounts. Should a determination be made that additional audit premium is due to the CORPORATION, the due date for payment of such audit premium shall be thirty (30) days after the date of billing.

M. Other Insurance

If the EMPLOYER carries other valid and collectible insurance, reinsurance, or indemnity with any other insurer or reinsurer covering a Loss also covered by this Agreement (other than insurance or reinsurance that is purchased to apply in excess of the sum of the Self-Insured Retention and the Maximum Limits of Indemnity hereunder), the insurance

afforded by this Agreement shall apply in excess of and shall not contribute with such other insurance or reinsurance.

N. Recovery From Others

The EMPLOYER agrees to prosecute any and all valid claims the EMPLOYER may have against any other party or source that may mitigate any Loss under this Agreement and return to the CORPORATION any amount so recovered, less the reasonable expense of collecting such amounts.

The CORPORATION shall have the EMPLOYER's rights to prosecute any and all valid claims against any other party or source that may mitigate any Loss under this Agreement. The EMPLOYER agrees that it will assist the CORPORATION in any prosecution of any and all valid claims against any other party or source that may mitigate any Loss under this Agreement. Any amounts recovered by the CORPORATION from any other party or source that may mitigate Loss under this Agreement shall first be used to pay the expenses of collection and to reimburse the CORPORATION for any amount it may have paid the EMPLOYER for the Liability Period concerned, and all remaining amounts collected shall be paid to the EMPLOYER.

O. Change in Agreement

No condition, provision, or declaration of this Agreement shall be waived or altered at any time, except as specified in Section F, except by endorsement signed by the President or a Senior Vice President and the Secretary or an Assistant Secretary of the CORPORATION.

This Agreement hereby terminates, supersedes, and replaces all previously issued Workers' Compensation Insurance or Reinsurance Agreements, as amended, between the EMPLOYER and the CORPORATION.

If terms of this Agreement are in conflict with any law applicable to this Agreement, this statement amends this Agreement to conform to such law. In addition, in the event any terms are in conflict with applicable laws, the remaining terms of the Agreement shall be enforceable.

P. Cancellation

This Agreement may be cancelled by either party giving the other party written notice not less than sixty (60) days prior to the date of cancellation, except, that if the CORPORATION cancels for non-payment of any premium, the cancellation shall become effective ten (10) days after dispatch of notice by the CORPORATION. The date of cancellation then becomes the termination date of the final Liability Period. This Agreement does not apply to Loss as a result of Occurrences taking place after the effective date of such cancellation.

If cancellation is effected by the EMPLOYER, the Manual or Standard Premium shall be determined by the short rate tables used for casualty insurance, and the Loss Fund and Earned Premium shall be the product of the Loss Fund Percentage (Item 9) and the Premium Rate (Item 12) respectively, times the Manual or Standard Premium so arrived at, but not less than the Minimum Loss Fund and the Minimum Premium specified in the Declarations.

If cancellation is effected by the CORPORATION for non-payment of premium, the EMPLOYER shall pay the CORPORATION Earned Premium for the period up to the date of cancellation, but the Loss Fund shall be computed upon the same basis as provided in the event the EMPLOYER cancels.

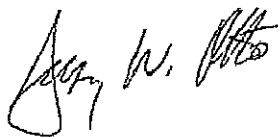
If the CORPORATION cancels for any other reason, the Manual or Standard Premium shall be determined upon a pro rata basis and the Loss Fund and Earned Premium adjusted in accordance therewith.

Q. Assignment

An assignment of interest under this Agreement will not bind the CORPORATION unless an endorsement signed by the President or a Senior Vice President and the Secretary or an Assistant Secretary of the CORPORATION assigning interest under this Agreement is issued by the CORPORATION.

R. Bankruptcy or Insolvency of Employer

The bankruptcy or insolvency of the EMPLOYER will not relieve the CORPORATION or the EMPLOYER of its duties and liabilities under this Agreement. After payments have been made by or on behalf of the EMPLOYER, reimbursements due under this Agreement will be made by the CORPORATION as if the EMPLOYER had not become bankrupt or insolvent, but not in excess of the CORPORATION's limit of indemnity.



Secretary

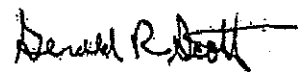
S. Sole Representative

If more than one EMPLOYER is named in Item 1 of the Declarations, or an endorsement related thereto, the EMPLOYER first named in Item 1, or a related endorsement, will act on behalf of all EMPLOYERS to give or receive notice of cancellation, to receive return premium or reimbursement, or to request changes in this Agreement.

T. Acceptance

By acceptance of this Agreement, the EMPLOYER agrees that the statements in this Agreement, in the Declarations, and in the application are the EMPLOYER's representations; that this Agreement is issued in reliance upon such representations; that this Agreement embodies all agreements existing between the EMPLOYER and the CORPORATION, or any of its agents, relating to this excess insurance, and that full compliance by the EMPLOYER with all terms of this Agreement is a condition precedent to the CORPORATION's liability hereunder.

IN WITNESS WHEREOF, SAFETY NATIONAL CASUALTY CORPORATION has caused this Agreement to be executed by printing below the facsimile signatures of its President and Secretary and by the actual signature of its Secretary on the Declarations.



President

POLICYHOLDER NOTICE
INDIANA - FILING OF COMPLAINTS WITH INSURANCE DEPARTMENT

As our Insured Employer, your satisfaction is very important to us. If you have a question about your Excess Workers' Compensation and Employers' Liability Agreement, if you need assistance with a problem, or if you have a claim, you should first contact your insurance agent or us. You may reach us at (888) 995-5300. Should you have a valid claim under your Agreement with us, we fully expect to provide a fair settlement in a timely fashion.

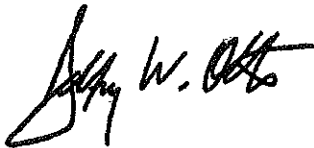
Should you feel you are not being treated fairly with respect to a claim, you may contact the Indiana Department of Insurance with your complaint.

To contact the Department, write or call:

Consumer Services Division
Indiana Department of Insurance
311 West Washington Street, Suite 300
Indianapolis, IN 46204-2787
317-232-2395 or 1-800-622-4461

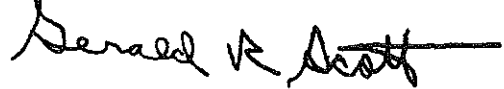
All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. AGC4045655, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CITY OF FORT WAYNE AND ALL RELATED BOARDS AND COMMISSIONS, dated January 01, 2012.



Secretary

SAFETY NATIONAL CASUALTY CORPORATION



President

SAFETY NATIONAL CASUALTY CORPORATION
1832 SCHUETZ ROAD
ST. LOUIS, MO 63146

DECLARATIONS – SPECIFIC AND AGGREGATE EXCESS

AGC4045655

- Item 1. **Employer:** CITY OF FORT WAYNE AND ALL RELATED BOARDS AND COMMISSIONS
Address: 200 EAST BERRY STREET, SUITE 470, FORT WAYNE, IN 46802
- Item 2. This Agreement covers all business operations of the EMPLOYER as a Self-Insurer in the following State(s):
INDIANA
- Item 3. **Effective Date:** 12:01 A.M. January 01, 2012
- Item 4. **Anniversary Date:** 12:01 A.M. January 01, 2013
- Item 5. The Service Company shall be WELLS FARGO INSURANCE SERVICES USA, INC.

Item 6. CLASSIFICATIONS OF OPERATIONS	Code Number	Estimated Total Annual Remuneration/Manhours	Rate Per \$ 100 Remuneration/Manhours
See Attached			
		Total Estimated Manual Premium	\$ 1,083,986
		SNCC Experience Modification Factor	1.00
		Total Estimated Standard Premium	\$ 1,083,986

Specific Excess Insurance

- Item 7. **Self-Insured Retention Per Occurrence** \$ 350,000
- Item 8. (a) Maximum Limit of Indemnity Per Occurrence Statutory
(b) Employers' Liability Maximum Limit of Indemnity Per Occurrence \$ 1,000,000

Aggregate Excess Insurance

- Item 9. **Loss Fund Percentage** 130.00 %
- Item 10. **Minimum Loss Fund for the Liability Period** \$ 1,409,182
- Item 11. **Maximum Limit of Indemnity of the CORPORATION for the Liability Period** \$ 1,000,000

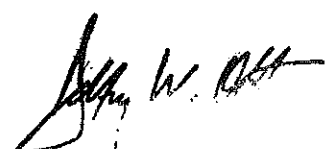
Other Terms

- Item 12. **Premium Rate** 7.87 % of Annual Standard Premium
- Item 13. **Minimum Premium for the Liability Period** \$ 81,045
- Item 14. **Deposit Premium for the Payroll Reporting Period** \$ 85,310
- Item 15. **Payroll Reporting Period** Annually as of January 01
- Item 16. **Endorsements** See Endorsement Schedule

Signed at St. Louis, Missouri on January 18, 2012

Countersigned this day of

By: _____ N/A



Secretary

1005 00 1101 (XWC)

ITEM 6

RE: CITY OF FORT WAYNE AND ALL RELATED BOARDS AND COMMISSIONS

Policy No: AGC4045655

Effective Date: 12:01 A.M. January 01, 2012

Declarations:

Item 6.

St	Classifications of Operations	Code No.	Estimated Total Annual Remuneration/ Manhours	Rate per \$100 Remuneration/ Manhours	Estimated Premium
IN	Street or Road Construction: Paving or Repaving & Drivers	5506	\$ 6,151,094	See Note 1	
	Street or Road Construction: Subsurface Work & Drivers	5507	If Any		
	Sewer Construction All Operations	6306	\$ 3,279,822		
	Waterworks Operation & Drivers	7520	\$ 7,101,655		
	Sewage Disposal Plant Operation & Drivers	7580	\$ 2,225,304		
	Firefighters & Drivers	7710	\$ 216,473		
	Police Officers & Drivers	7720	\$ 1,775,680		
	Automobile Service or Repair Center & Drivers	8380	If Any		
	Architect or Engineer	8601	\$ 225,643		
	Clerical Office Employees NOC	8810	\$ 23,144,881		
	Attorney-All Employees & Clerical, Messengers, Drivers	8820	\$ 305,912		
	Hospital: Veterinary & Drivers	8831	\$ 1,046,623		
	Parks NOC-All Employees & Drivers	9102	\$ 6,230,498		
	Municipal, Township, County or State Employee NOC	9410	\$ 5,297,507		
	Painting Shop Only & Drivers	9501	\$ 42,800		
			\$ 57,043,892		
	Total Payroll		\$ 57,043,892		

IN Note 1: To be determined upon audit in accordance with Published Rates multiplied by a 0.98 factor.

1004 00 1101 (XWC)

Endorsement Schedule

RE: CITY OF FORT WAYNE AND ALL RELATED BOARDS AND COMMISSIONS

Policy No: AGC4045655

Effective Date: 12:01 A.M. January 01, 2012

Number	Title
0233 00 1291 (XWC)	FIREFIGHTERS & POLICE OFFICERS EMPLOYEE EXCLUSION
0294 01 0908 (XWC)	INDIANA NOTICE OF CANCELLATION OR NONRENEWAL
1061 10 1207 (XWC)	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

0233 00 1291 (XWC)

ENDORSEMENT

FIREFIGHTERS & POLICE OFFICERS EMPLOYEE EXCLUSION

Effective 12:01 A.M., Local Time, January 01, 2012

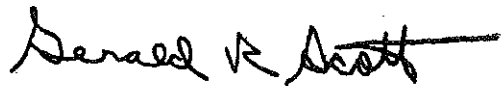
In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

This Agreement shall not apply to, and therefore provides no coverage for, any Loss resulting from injury or occupational disease to any and all Employees classified as firefighters and police officers. Accordingly, it is understood and agreed that this Agreement shall afford no coverage whatsoever to firefighters and police officers.

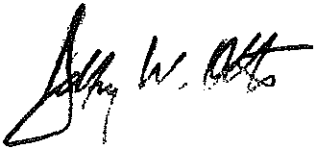
All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. AGC4045655, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CITY OF FORT WAYNE AND ALL RELATED BOARDS AND COMMISSIONS, dated January 01, 2012.

SAFETY NATIONAL CASUALTY CORPORATION



President



Secretary

ENDORSEMENT

INDIANA NOTICE OF CANCELLATION OR NONRENEWAL

Effective 12:01 A.M., Local Time, January 01, 2012

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

The Cancellation section of this Agreement is amended to include the following:

- (1) If this Agreement has been in effect for fewer than ninety (90) days, the CORPORATION may cancel by providing written notice of cancellation to the EMPLOYER at least:
 - (a) Ten (10) days before cancellation for non-payment of premium;
 - (b) Twenty (20) days before cancelling if the EMPLOYER has perpetrated a fraud or material misrepresentation upon the CORPORATION; or
 - (c) Thirty (30) days if cancellation is for any other reason.
- (2) If this Agreement has been in effect for more than ninety (90) days, the CORPORATION may cancel this Agreement only for one or more of the following reasons:
 - (a) Non-payment of premium;
 - (b) There is a substantial change in the scale of the risk covered by this Agreement;
 - (c) The EMPLOYER has perpetrated a fraud or material misrepresentation upon the CORPORATION;
 - (d) The EMPLOYER has failed to comply with reasonable safety recommendations; and/or
 - (e) Reinsurance of the risk associated with this Agreement has been cancelled.
- (3) If this Agreement has been in effect for more than ninety (90) days, notice of cancellation to the EMPLOYER shall be provided in the following manner:
 - (a) Notice shall be provided ten (10) days before cancellation before the effective date of cancellation if this Agreement is cancelled as the result of the EMPLOYER's non-payment of premium;
 - (b) Notice shall be provided twenty (20) days before the effective date of cancellation if this Agreement is cancelled as the result of the EMPLOYER's perpetration of a fraud or material misrepresentation upon the CORPORATION; and
 - (c) Notice shall be provided forty-five (45) days before the effective date of cancellation if this Agreement is cancelled because of a substantial change in the scale of the risk covered by this Agreement, because of the EMPLOYER's failure to comply with reasonable safety precautions or because of the cancellation of the reinsurance of the risk associated with this Agreement.

0294 01 0908 (XWC)

ENDORSEMENT (CONTINUED)

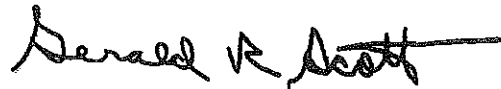
All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. AGC4045655, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CITY OF FORT WAYNE AND ALL RELATED BOARDS AND COMMISSIONS, dated January 01, 2012.

A handwritten signature in black ink, appearing to read "Jeffrey W. Otto".

Secretary

SAFETY NATIONAL CASUALTY CORPORATION

A handwritten signature in black ink, appearing to read "Derald R. Scott".

President

ENDORSEMENT

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Effective 12:01 A.M., Local Time, January 01, 2012

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

Coverage for workers' compensation losses caused by certified acts of terrorism is included in this Agreement as set forth under the Terrorism Risk Insurance Act of 2002 as amended ("the Act").

For purposes of this Endorsement, a "certified act of terrorism" is defined as any act:

- a. That is certified by the Secretary of the Treasury in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; and,
- b. That is violent or dangerous to human life, property or infrastructure; and,
- c. That results 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,
- d. That has 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.

Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your Agreement, and any applicable federal and/or state laws, rules, or regulations. Under the Act, terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 85% of covered terrorism losses exceeding a deductible paid by the CORPORATION. The Act contains a \$100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed \$100 billion, the EMPLOYER's coverage may be reduced.

The portion of the EMPLOYER'S annual premium that is attributable to coverage for losses caused by a certified act of terrorism is: 0.5%.

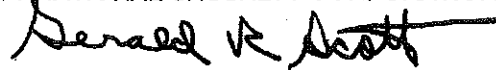
All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. AGC4045655, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to CITY OF FORT WAYNE AND ALL RELATED BOARDS AND COMMISSIONS, dated January 01, 2012.



Secretary

SAFETY NATIONAL CASUALTY CORPORATION



President

PRIVACY STATEMENT

Our Commitment To Our Customers

Safety National Casualty Corporation ("Safety National") is proud to have provided quality products and services to its customers for over 50 years. We greatly appreciate the trust that you and all of our customers place in us. We protect that trust by respecting the privacy of all of our customers, both present and past. The following will explain our privacy practices so that you will understand our commitment to your privacy.

We Respect Your Privacy

When you apply to Safety National for any type of insurance, you disclose information about you to us. The collection, use and disclosure of such information is regulated by law. Safety National and its affiliates maintain physical, electronic and procedural safeguards that comply with state and federal regulations to guard your personal information. Our employees are also advised of the importance of maintaining the confidentiality of your information.

Types Of Information We Collect

Safety National obtains most of our information directly from you, your agent or broker. The application you complete, as well as any additional information you provide, generally gives us most of the details we need to know. Depending on the nature of your insurance transaction, we may need further details about you.

We may obtain information from third parties, such as other insurance or reinsurance companies, medical providers, government agencies, information clearinghouses and other public records. We may also obtain information about you from your other transactions with us, our affiliates or others.

What We Do With Your Information

Information that has been collected about you will be retained in our files. We will review your information in evaluating your request for insurance coverage, determining your rates or underwriting risk, servicing your policy or adjusting claims. We may retain information about our former customers and would disclose that information only to affiliates and to nonaffiliates as described in this notice or as otherwise permitted by law.

To Whom Do We Disclose Your Information

We will not disclose any non-public, personal information about our customers or former customers, except as permitted by law. That means we may disclose information we have collected about you to the following types of third parties:

- Our affiliated companies (members of the Delphi Financial group of companies).
- Your agent or broker.
- Parties who perform a business or insurance function for Safety National, including reinsurance, underwriting, claims administration or adjusting, investigation, loss control and computer systems companies.
- Other insurance companies or agents as reasonably necessary concerning your application, policy or claim.
- Insurance regulatory or statistical reporting agencies.
- Law enforcement or governmental authorities in connection with suspected fraud or illegal activities.
- Authorized persons as ordered by subpoena, warrant or court order, or as required by law.

We do not disclose any non-public, personal information about you to non-affiliated companies for marketing purposes or for any other purpose except those specifically allowed by law and described above.

Independent Sales Agents or Brokers

Your policy may have been placed with us through an independent agent or broker ("Sales Agent"). Your Sales Agent may have gathered information about you. The use and protection of information obtained by your Sales Agent is their responsibility, not Safety National's. If you have questions about how your Sales Agent uses or discloses your information, please contact them directly.

WORKER'S COMPENSATION BOARD OF INDIANA
402 West Washington Street, Room W196
Indianapolis, IN 46204
www.in.gov/workcomp

FORM SI-3
(Revised 2003)

WORKER'S COMPENSATION AND OCCUPATIONAL DISEASES ACTS
CERTIFICATE OF EXCESS INSURANCE

This certifies that a Worker's Compensation and Occupational diseases Excess Insurance Policy has been issued and delivered to the Employer named below, and that by issuance and delivery of the said policy and the filing of this certificate of insurance, it is admitted that said excess policy was effective on the date stated below and that the coverage provided therein is applicable to benefits under the Worker's Compensation Act and the Occupational Diseases Act of the State of Indiana and that said policy shall remain in full force and effect until thirty (30) days after receipt by the Worker's Compensation Board of notice of its cancellation.

NAME OF INSURED EMPLOYER: CITY OF FORT WAYNE AND ALL RELATED BOARDS AND COMMISSIONS

ADDRESS: 200 EAST BERRY STREET, SUITE 470, FORT WAYNE, IN 46802

NAME OF INSURER: SAFETY NATIONAL CASUALTY CORPORATION

ADDRESS: 1832 SCHUETZ ROAD, ST. LOUIS, MO 63146-3540

NAME OF AUTHORIZED AGENT: SAFETY NATIONAL CASUALTY CORPORATION

ADDRESS: 1832 SCHUETZ ROAD, ST. LOUIS, MO 63146-3540

TELEPHONE NUMBER: (314) 995-5300

SIGNATURE OF AUTHORIZED AGENT: *Dene R. Mair*

POLICY NUMBER: AGC4045655

EFFECTIVE DATE: January 01, 2012 EXPIRATION DATE: January 01, 2013

A copy of the policy is attached to this certificate.

FORM OF COVERAGE: Specific Excess X Aggregate Excess X

POLICY LIMITS: Specific Excess: Statutory; Aggregate Excess: \$ 1,000,000
Loss Fund: 130%; MTLF: \$ 1,409,182
Employers' Liability Limit: \$ 1,000,000 per Occ.

SELF-INSURED RETENTION: \$ 350,000

It is specifically understood and agreed to by the excess insurance carrier that this excess policy is issued for the purpose of inducing the Worker's Compensation Board of Indiana to approve the Self-Insurance application of the employer herein named and covered by this policy.

NOTE: This excess insurance coverage shall be for both worker's compensation and occupational diseases unless otherwise specifically designated herein and the express approval of the Board is specifically endorsed hereon.



February 3, 2012

Ms. Laura Townsend
City of Fort Wayne
200 East Berry Street
Suite 370
Fort Wayne, IN 46802

Re: February 1, 2012 Renewal Information for Your Group Benefits with The Hartford

Dear Laura:

Thank you for your business this past year. We appreciate that you have chosen The Hartford¹ to deliver insurance benefits to City of Fort Wayne and your employees. We look forward to continuing to provide you with group benefits for many years to come.

The purpose of this letter is to inform you that we have agreed to following rates as of 2/1/2012:

Coverage	Current Rate	Renewal Rate
Basic Life	\$.37 / \$1,000	\$.36 / \$1,000
AD&D	\$.03 / \$1,000	\$.02 / \$1,000
Long Term Disability	\$.43 / \$100	\$.43 / \$100
Employee/Spouse Supp Life	Step Rated	Step Rated No Change
Dep Child(ren) Supp Life	\$.07 / \$1,000 / Unit	\$.07 / \$1,000 / Unit
Supp AD&D	\$.03 / \$1,000	\$.03 / \$1,000

We will be extending these rates until 2/1/2014.

We also want to remind you of the self service tools available through our EmployerView® website (www.employerview.com). This user-friendly and interactive site provides policy specific information, electronic billing, reports, medical underwriting status, claims inquiry, administration kits, participant administration and reference materials.

Minimizing your administrative burden is a top priority at The Hartford. If you have questions or need additional information, please contact your professional insurance advisor or myself directly.

Sincerely,

Luanne Lucas
Hartford Group Office
8044 Montgomery Road, Suite 500
Cincinnati, OH 45236

cc: Wells Fargo Insurance Services USA, INC.

¹ The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries, including issuing companies Hartford Life Insurance Company and Hartford Life and Accident Insurance Company. Policies sold in New York are underwritten by Hartford Life Insurance Company. Home Office of both companies is Simsbury, CT.



Life Conversations from The Hartford featuring Everest Funeral Planning

We have introduced a new program called Life Conversations from The Hartford that is an innovative personal planning package to provide your employees with online and 24/7 advisor-supported access to a suite of tools and services to guide them through major life decisions. From selecting the appropriate amount of life insurance and creating a will, to at-need services such as funeral planning and grief counseling, Life Conversations provides employees with comprehensive support.

Employers have two options to choose from:

- Basic Family Life Conversations – Provides Everest Funeral Planning coverage to employees, spouse/partner and dependents under age 25.
- Parents Conversations – If chosen by the employer, extended Parents services are available to employees who are covered under supplemental group life insurance from The Hartford. This option extends Everest coverage to parents and step-parents of the employee and employee's spouse. The additional cost for this option is built into the supplemental life insurance rates. Employees who select basic life insurance coverage will receive the Basic Family features of Life Conversations.

Highlights of our Life Conversations program include:

- *Easy to Navigate* – Life Conversations provides information and support in two distinct categories:
 - *Planning Tools and Services (before a loss)* – Services include understanding and selecting life insurance, program features such as Travel Assistance² and Safe Haven® services, as well as EstateGuidance®³ and funeral planning services. Employees receive expert advice, assistance and services from the first nationwide funeral planning and concierge service – Everest³. Everest helps plan for their funeral well ahead of time, making their wishes known electronically and on paper.
 - *At-Need Services (during or after a loss)* – The Hartford has developed at-need services to help your employees and their beneficiaries navigate and cope. These include 24/7 access to funeral concierge services at or near a time of death to help with emotional distress, family support for beneficiaries to receive confidential, professional assistance with emotional, legal and financial concerns through Beneficiary Assist®⁴, and claim assistance support.
- *24/7 Advisor Support* – Available to answer questions and to direct employees to the multiple services available under the program. This includes late night access to a licensed funeral director who can offer support with an unexpected death or phone counseling for a beneficiary who is trying to cope with a loss.

To access the Life Conversations website, simply go to www.hartfordlifeconversations.com.

² Travel Assistance is provided by Europ Assistance USA. Europ Assistance USA is not affiliated with The Hartford and is not a provider of insurance services.

³ EstateGuidance® services are provided through The Hartford by ComPsych®, the largest provider of employee assistance programs, managed behavioral health, work/life and crisis intervention services. ComPsych is not affiliated with The Hartford and is not a provider of insurance services. For more information on ComPsych, visit www.compsych.com.

⁴ Beneficiary Assist® is offered through The Hartford by ComPsych®, the largest provider of employee assistance programs, managed behavioral health, work/life and crisis intervention services. ComPsych is not affiliated with The Hartford and is not a provider of insurance services. For more information on ComPsych, visit www.compsych.com.

Source: Business Insurance, Largest EAP Provider 2008 Survey, January 2009 edition.



U.S. PARALYMPICS®
FOUNDING PARTNER

APPENDIX A
AUTOMATED GROUP ADMINISTRATION, INC.
FEE SCHEDULE

Attached to and made part of the Administrative Services Agreement between AGA and City of Fort Wayne, "Employer". The Employer and AGA hereby agree to the compensation schedules set forth below as being the direct compensation to AGA for any of its services which relate to the Plan. Fees shall be invoiced monthly and shall be payable upon receipt.

AGA Fees (monthly administration fee per Covered Employee per Month (PEPM) for the following):

	<u>PEPM</u>
Medical	\$ 13.00
Drug Card	\$.50
Dental	\$ 2.35
Flex with Debit Card	
Administration Option	\$ 4.65

Other Fees:

\$14.00 PEPM for UR and PPO access to Signature Care, Lutheran Preferred, Evolutions Healthcare Systems and Managed Care Concepts (MCC).

Employer to pay the booklet fees plus shipping per Summary Plan Description booklet printed. AGA reserves the right to charge for mid-year plan changes requested by the Employer. At termination of this Agreement and at the request by the Employer for records transfer, a final fee for forwarding records will be determined.

At termination of this Agreement, at the Employer's request, AGA agrees to continue services, as indicated in Section 7.01 of the Agreement, at the same fees shown in the Fee Schedule, or its proposed renewal fees if termination occurs on or after the renewal date of this Agreement, for a period of three (3) months. The fees, consisting of the AGA Fees and Other Fees, as applicable, on a PEPM fee times the number of Covered Employees based upon the greater of the average number of Covered Employees for the three (3) months immediately prior to the effective date of termination or the last month's number of Covered Employees immediately prior to the effective date of termination. These fees will continue for three (3) months after termination of this Agreement.

IN WITNESS THEREOF, the PLAN ADMINISTRATOR and AGA have executed this Schedule effective January 1, 2012.

City of Fort Wayne

Automated Group Administration, Inc.

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Monumental Life Insurance Company

A Stock Company

Administrative Office: 7605 Westfield Drive, Fort Wayne, IN 46825

Phone: 800-677-4589

Monumental Life Insurance Company ("the Company"), agrees to reimburse the Insured as outlined under the provisions of this Excess Loss Insurance policy ("Policy").

This Policy is legally binding between the Insured and the Company. The consideration for this Policy includes, but is not limited to, the Application and the Payment of premiums as provided hereinafter.

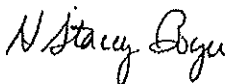
The Insured is entitled to the reimbursement described in this Policy if the Insured is eligible for insurance under the provisions of this Policy. Reimbursement is subject to the terms and conditions of this Policy.

The first premium is due on the first (1st) day of the Policy Period. Subsequent monthly premiums are due on the first (1st) day of each month thereafter. The premium is not considered paid until the premium payment is received by the Company.

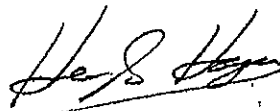
All periods of coverage will begin and end 12:01 a.m. local time at the principal office of the Insured.

This Policy is delivered in and is governed by the laws of the state of issue.

IN WITNESS WHEREOF the Company has caused this Policy to be executed by its President and Secretary at our Home Office in Cedar Rapids, Iowa.



Secretary



President

EXCESS LOSS INSURANCE POLICY

SL40C (3/07)

NOTICE TO POLICYHOLDERS

We are here to serve you....

As our policyholder, your satisfaction is very important to us. If you have a question about your policy, if you need assistance with a problem, or if you have a claim, you should first contact your insurance agent or us at 800-677-4589. Should you have a valid claim, we fully expect to provide a fair settlement in a timely fashion.

Should you feel you are not being treated fairly with respect to a claim, you may contact the Indiana Department of Insurance with your complaint.

To contact the Department, write or call:

Consumer Services Division
Indiana Department of Insurance
311 West Washington Street, Suite 300
Indianapolis, IN 46204-2787
317-232-2395 or 1-800-622-4461

The Indiana Life and Health Insurance Guaranty Association provides coverage of claims under some types of policies if the insurer becomes impaired or insolvent. COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY. Even if coverage is provided, there are significant limits and exclusions. Coverage is always conditioned on residence in this state. Other conditions may also preclude coverage.

The Indiana Life and Health Insurance Guaranty Association will respond to any questions you may have which are not answered by this document. Your insurer and agent are prohibited by law from using the existence of the association or its coverage to sell you an insurance policy.

You should not rely on availability of coverage under the Indiana Life and Health Insurance Guaranty Association when selecting an insurer.

You may contact the Indiana Life and Health Insurance Guaranty Association as follows:

Indiana Life and Health Insurance Guaranty Association
251 E. Ohio Street, Suite 1070
Indianapolis, IN 46204
(317) 636-8204
www.inlifeqa.org

You may contact the Indiana Department of Insurance as follows:

Indiana Department of Insurance
311 W. Washington Street
Indianapolis, IN 46204
(317) 232-2385
www.in.gov/doi

TABLE OF CONTENTS

SCHEDULE OF EXCESS LOSS COVERAGE

DEFINITIONS

CONDITIONS FOR COVERAGE

PREMIUM AND FACTORS PROVISIONS

REIMBURSEMENT PROVISIONS

TERMINATION PROVISIONS

REINSTATEMENT PROVISIONS

SUBSEQUENT POLICY PERIOD PROVISIONS

GENERAL PROVISIONS

GENERAL EXCLUSIONS PROVISION

AGGREGATE ACCOMMODATION ENDORSEMENT (IF APPLICABLE)

AGGREGATING SPECIFIC DEDUCTIBLE ENDORSEMENT (IF APPLICABLE)

AGGREGATE TERMINAL LIABILITY ENDORSEMENT (IF APPLICABLE)

SPECIFIC EXPEDITED REIMBURSEMENT ENDORSEMENT (IF APPLICABLE)

SPECIFIC TERMINAL LIABILITY ENDORSEMENT (IF APPLICABLE)

SPECIFIC TRANSPLANT STEP-DOWN DEDUCTIBLE ENDORSEMENT (IF APPLICABLE)

IN FACILITY EXCLUSION ENDORSEMENT (IF APPLICABLE)

CONT-1

Monumental Life Insurance Company

Administrative Office: 7605 Westfield Drive, Fort Wayne, Indiana 46825

Phone: 1-800-677-4589

SCHEDULE OF EXCESS LOSS COVERAGE

This Schedule of Excess Loss Coverage is only applicable to Excess Loss Insurance provided by the Company during the Policy Period shown below.

Insured: City of Fort Wayne Employee Benefit Plan (Plan)
Policy Number: 6650
Effective Date: January 1, 2011

Coverage specified herein is applicable only during the Policy Period from January 1, 2012 to December 31, 2012 and is further subject to all terms and conditions of this Policy.

Actively at Work/Disability requirement. ☐ Applied ☒ Waived with Approved Disclosure

The Actively at Work/Disability requirement is explained in the definition of "Covered Person" in the Definitions Section.

SPECIFIC EXCESS LOSS INSURANCE ☒ Yes ☐ No

Benefit Period:

Covered Expenses Incurred from 07-01-11 through 12-31-12 and Paid from 01-01-12 through 12-31-12; however, if the Policy is terminated before the end of the originally scheduled Policy Period set forth above, Covered Expenses must be Incurred from 07-01-11 through the termination date and Paid from 01-01-12 through the termination date to be eligible for reimbursement.

Specific Deductible ☒ Per Covered Person ☐ Per Family
\$275,000 per Covered Person

plus

Aggregating Specific (\$137,500) – an amount, not to exceed \$137,500 for combined claims in excess of \$275,000 per Covered Person Specific Deductible, applicable to all Covered Persons.

The Aggregating Specific must be funded by the employer prior to the payment of Specific Excess Loss Insurance for a Covered Person.

Specific Percentage Reimbursable 100%

Maximum Specific Benefit ☒ Per Covered Person ☐ Per family
including the Specific Deductible \$2,000,000

Specific Excess Loss Insurance includes:

☒ Medical only ☐ Medical with Stand Alone Prescription Drug Program

Specific Premium Per Month	
Covered Units	Rates
Employee Covered Unit	\$44.59

Retail Prescription Drug Card Benefit, Mail Order Prescription Maintenance Drug Benefit and Dental Benefit are covered under Aggregate Excess Loss Insurance only.

AGGREGATE EXCESS LOSS INSURANCE ☒ Yes ☐ No**Benefit Period:**

Covered Expenses Incurred from 07-01-11 through 12-31-12 and Paid from 01-01-12 through 12-31-12; however, if the Policy is terminated before the end of the originally scheduled Policy Period set forth above, no reimbursement will be made under Aggregate Excess Loss Insurance.

Aggregate Excess Loss Insurance includes:

- | | |
|---|---|
| ☒ Medical | ☒ Stand Alone Prescription Drug Program |
| ☒ Dental Care | ☐ Weekly (Disability) Income |
| ☐ Vision Care | ☐ Other |

Aggregate Percentage Reimbursable: 100%**Maximum Aggregate Benefit:** \$1,000,000**Minimum Annual Aggregate Deductible:** 100% of the first Monthly Aggregate Deductible amount times 12.

If a Monthly Aggregate Factor is changed during the Policy Period, an adjusted Monthly Aggregate Factor will be pro-rated for the purpose of this calculation based upon the length of time each Monthly Aggregate Factor was in effect during the Policy Period.

Loss Limit Per Covered Person: \$275,000 plus any benefits paid for:
(a) Retail Prescription Drug Card Benefit
(b) Mail Order Prescription Maintenance Drug Benefit
(c) Dental Benefit

The additional \$137,500 Aggregating Specific included in the Specific Deductible will also be included under the Aggregate Excess Loss Insurance and the Aggregate Accommodation.

Monthly Aggregate Factors			
Covered Units	Medical	Prescription Drug	Dental
Employee Covered Unit	\$1,392.45	\$ Included	\$58.89

Aggregate Excess Loss Premium ☒ per Covered Unit per month ☐ annual
\$2.45 per month for each Covered Employee

Retail Prescription Drug Card Benefit, Mail Order Prescription Maintenance Drug Benefit and Dental Benefit are covered under Aggregate Excess Loss Insurance only.

ENDORSEMENTS ATTACHED TO AND MADE PART OF POLICY AT EFFECTIVE DATE:

			PREMIUM
(a)	AGGREGATE ACCOMMODATION ENDORSEMENT:	☒ YES ☐ NO	\$ <u>Included</u>
(b)	AGGREGATE TERMINAL LIABILITY ENDORSEMENT:	☐ YES ☒ NO	\$ _____
(c)	SPECIFIC EXPEDITED REIMBURSEMENT ENDORSEMENT:	☒ YES ☐ NO	\$ <u>Included</u>
(d)	SPECIFIC TERMINAL LIABILITY ENDORSEMENT:	☐ YES ☒ NO	\$ _____
(e)	AGGREGATING SPECIFIC DEDUCTIBLE ENDORSEMENT	☒ YES ☐ NO	\$ <u>Included</u>

Accepted by the employer (for itself and as plan administrator for the Insured). The employer agrees to be responsible for all payment obligations of the Insured under the Policy, including any endorsements.

Authorized Signature: _____**Printed Name:** _____**Title:** _____**Date:** _____

DEFINITIONS

ACTIVELY AT WORK means the performance of all the regular duties of employment by the Covered Employee for the Insured on a full-time basis (as specified in the Plan Document), at normal pay at the Covered Employee's normal place of business. An employee will be considered Actively at Work on each day of a regular paid vacation or a regular non-working day on which he or she is not disabled, if he or she was Actively at Work on his or her last scheduled work day.

AGGREGATE PERCENTAGE REIMBURSABLE is set forth in the Schedule of Excess Loss Coverage.

ANNUAL AGGREGATE DEDUCTIBLE for any one Policy Period means the greater of: (a) sum of the Monthly Aggregate Deductibles; or (b) the Minimum Annual Aggregate Deductible.

BENEFIT PERIOD means the period of time specified in the Schedule of Excess Loss Coverage in which a Covered Expense must be Incurred by the Covered Person and Paid by the Plan to be eligible for reimbursement under this Policy. This period does not alter the Effective Date, Policy Period, or waive this Policy's eligibility requirements.

COVERED EMPLOYEE means an employee of the Insured who is eligible for coverage under the Plan, and is otherwise eligible for benefits under the Plan and covered under the Plan. If the Insured is an organization whose members or employees of members are eligible for coverage under the Plan, "Covered Employee" means a member or employee of a member who is eligible for coverage under the Plan, and is otherwise eligible for benefits under the Plan and covered under the Plan.

COVERED EXPENSE means medical or other expenses under the Plan to which this Policy applies, as shown in the Schedule of Excess Loss Coverage, and which are not specifically excluded by the terms of this Policy. Covered Expense does not include any payment for the cost of administering the Plan or other Insured contracted services.

This Policy will reimburse, as a Covered Expense, the patient services tax as imposed by the New York Care Reform Act of 1996 (HCRA) or the surcharge imposed by the Massachusetts Uncompensated Care Pool. Any other tax or surcharge levied by any state or other governmental subdivision will not be considered a Covered Expense under this Policy.

COVERED PERSON means (a) a Covered Employee, (b) a dependent of a Covered Employee which dependent is eligible for coverage under the Plan, and is otherwise eligible for benefits under the Plan and covered under the Plan, or (c) if requested in the application, a covered retired employee as defined by the Plan Document; however, unless the Actively at Work/Disability requirement is waived as shown on the Schedule of Excess Loss Coverage, a Covered Person does not include:

- (1) any Covered Employee who is not Actively at Work either on the Effective Date or the effective date of his or her coverage under the Plan, whichever is later, or eligible dependents of such Covered Employee, until the Covered Employee returns to Actively at Work status; or
- (2) any dependent of a Covered Employee if such dependent is, on the Effective Date or the effective date of his or her coverage under the Plan, whichever is later, either hospital-confined or unable to perform the normal activities of a person of like sex and age in good health, until the end of such confinement or disability.

Waiver of the Actively at Work/Disability requirement does not affect the obligation of the Insured and the Third Party Administrator to disclose information requested by the Company for underwriting purposes and does not affect the Company's rights in event of failure to disclose such information.

COVERED UNIT means the following: (a) an employee covered as one individual under the Plan; (b) an employee and dependents covered under the Plan; or (c) such other defined unit or units as agreed upon between the Company and Insured. The types of Covered Units and the factors and premium rates for each type are shown in the Schedule of Excess Loss Coverage.

EFFECTIVE DATE is the date set forth in the Schedule of Excess Loss Coverage.

EMPLOYEE BENEFIT PLAN (Also known as the **PLAN**) means the self-funded health care plan established by the Insured to provide certain benefits to Covered Persons.

INCURRED means with respect to medical services or supplies, the date on which the services are rendered or supplies are purchased by the Covered Person; and, with respect to disability income benefits if selected in the Schedule of Excess Loss Coverage, the date each periodic benefit payment becomes payable to the Covered Person (not the date the disability commences).

INSURED means the entity requesting Excess Loss Insurance.

LOSS, LOSSES means amounts actually Paid by the Plan for Covered Expenses.

LOSS LIMIT PER COVERED PERSON is set forth in the Schedule of Excess Loss Coverage. However, if claims are Paid under the Plan for a Covered Person for benefits that are covered under Aggregate Excess Loss Insurance, but not covered under Specific Excess Loss Insurance, the Loss Limit for that Covered Person will be increased by the amount of such Payment.

MAXIMUM AGGREGATE BENEFIT is set forth in the Schedule of Excess Loss Coverage.

LIFETIME MAXIMUM SPECIFIC BENEFIT is set forth in the Schedule of Excess Loss Coverage.

MINIMUM ANNUAL AGGREGATE DEDUCTIBLE is set forth in the Schedule of Excess Loss Coverage.

MONTHLY AGGREGATE DEDUCTIBLE means, with respect to a particular month, the total number of Covered Units for that given Policy month multiplied by the corresponding Monthly Aggregate Factors as specified in the Schedule of Excess Loss Coverage. However, in the event of a reduction in the number of Covered Units under the Plan, the Monthly Aggregate Deductible cannot be reduced to less than one twelfth of the Minimum Annual Aggregate Deductible.

MONTHLY AGGREGATE FACTORS are set forth in the Schedule of Excess Loss Coverage.

PAY, PAID, PAYMENT means checks or drafts issued and deposited in the U.S. Mail or otherwise delivered to the payee, with sufficient funds on deposit to honor all outstanding drafts and checks.

PLAN DOCUMENT means the written document approved by the plan sponsor which describes the Plan. A copy of the Plan Document in effect on the Effective Date is attached to the application for Excess Loss Insurance and made a part of this Policy.

POLICY PERIOD means the specified period in the Schedule of Excess Loss Coverage.

SPECIFIC DEDUCTIBLE is set forth in the Schedule of Excess Loss Coverage. The Specific Deductible will apply separately to each Benefit Period.

SPECIFIC PERCENTAGE REIMBURSABLE is set forth in the Schedule of Excess Loss Coverage.

THIRD PARTY ADMINISTRATOR means a firm or person who has been retained by the Insured to Pay claims and/or provide administrative services on behalf of the Insured/Plan.

CONDITIONS FOR COVERAGE

Coverage under this Policy is not effective until (a) payment of the first (1st) premium; and (b) receipt of a signed Application for Excess Loss Insurance; and (c) receipt, examination and acceptance by the Company of the Plan Document and all other information which is material to underwriting or premium rating, whether or not specifically requested.

PREMIUMS AND FACTORS PROVISIONS

PAYMENT OF PREMIUMS For coverage to remain in effect, any subsequent monthly premium must be received by the Company by the first (1st) day of each month. Premiums are not considered paid until the premium payment is received by the Company.

Premiums or other payments made by the Insured to their Third Party Administrator or Agent or Broker shall not be deemed or considered payments to the Company until actually received by the Company.

GRACE PERIOD A Grace Period of thirty-one (31) days from the due date will be allowed for the payment of each premium after the first. During the Grace Period, the coverage will remain in effect provided the full premium is paid before the end of the Grace Period. Coverage will automatically terminate as of the end of the day on the due date of any premium which remains unpaid at the end of the Grace Period.

PREMIUM AMOUNT The premiums will be calculated using rates determined by the Company as set forth in the Schedule of Excess Loss Coverage. The amount of total premium due each month is the sum obtained by multiplying the applicable premium rates shown in the Schedule of Excess Loss Coverage by the actual number of appropriate Covered Units.

The Insured will be liable for any premium taxes assessed at any time against the Company beyond any taxes which may be payable on the premium received by the Company.

All requests for adjustments, credits or refunds because of overpayment of premiums shall be reported, in writing, with accompanying detail within sixty (60) days after termination of the applicable Policy Period.

The Company will not refund any portion of the premiums paid if this Policy terminates during the Policy Period.

SET OFF The Company shall be entitled to set off against reimbursements due the Insured under this Policy any premiums due and unpaid, any overpayments or other reimbursements made in error or upon incorrect information, and any other amounts due the Company.

PREMIUM RATE AND AGGREGATE DEDUCTIBLE FACTOR CHANGE The Company may change the Insured's premium rates or factors as of any of the following:

- a) the date when the terms of this Policy are changed;
- b) the date the Plan Document changes are accepted by the Company;
- c) the date the Insured adds or deletes subsidiary or affiliated companies or divisions;
- d) the date the number of Covered Units on any premium due date varies more than fifteen percent (15%) from the number of Covered Units on the Effective Date; or
- e) the date the Insured changes its Third Party Administrator.

The Company reserves the right to recalculate the premium rates and the Monthly Aggregate Factors retroactively for the Policy Period, if there is more than a ten percent (10%) variance between:

- a) the average monthly Paid claim cost per Covered Employee under the Plan for the last two (2) months of the prior Policy Period; and
- b) the average monthly Paid claim cost per Covered Employee under the Plan for the first ten (10) months of the prior Policy Period.

REIMBURSEMENT PROVISIONS

NOTICE OF LOSS The Insured will give written notice of Losses to the Company on the Company's customary proof of loss form, within thirty (30) days of the date the Insured becomes aware of the existence of facts which would reasonably suggest the possibility that expenses covered under the Plan for a Covered Person will be Incurred which are equal to or exceed fifty percent (50%) of the Specific Deductible or \$50,000, whichever is less.

PAYMENT BY PLAN

While the determination of benefits under the Plan is the responsibility of the Plan, or a party designated by the Plan Document, the Company reserves the right, for purposes of determining benefits under this Policy, to make an independent determination as to whether a particular claim or claims are payable or were properly paid by the Plan, without any deference to the Plan's decision. Any provision in the Plan Document giving a particular party authority or discretion to interpret the Plan Document or determine benefits under the Plan will not be binding on the Company for purposes of determining benefits under this Policy.

The Insured agrees to provide funds for payment of all eligible expenses under the Plan. The Insured will Pay all eligible claims under the Plan within thirty (30) days from the date adequate proof of loss is provided to the Insured. If the Insured fails to Pay a claim within the thirty (30) day time limit, that claim will not count toward the satisfaction of the deductibles or be reimbursed under this Policy.

The Insured agrees to provide funds for payment of all eligible expenses under the Plan.

SPECIFIC EXCESS LOSS INSURANCE

The Schedule of Excess Loss Coverage indicates whether Specific Excess Loss Insurance is provided under this Policy. If, while this Policy is in effect, the Losses for a Covered Person for the applicable Benefit Period exceed the Specific Deductible, the Company will reimburse the Insured, subject to the terms and conditions of this Policy including the limits set forth in the Schedule of Excess Loss Coverage, within thirty (30) days after:

- (a) the Company's acceptance of the proof of loss as a satisfactory proof;
- (b) the Company's receipt of proof of Payment of the benefits by the Insured under the Plan to, or on behalf of, the Covered Persons; and
- (c) completion of an audit of the claim, if requested by either the Insured or the Company, which payment by the Insured is expressly agreed to be a condition precedent to payment.

The amount of the reimbursement will be equal to the Specific Percentage Reimbursable times the amount by which Losses exceed the Specific Deductible amount, but will not exceed the Lifetime Maximum Specific Benefit. For purposes of determining whether such Lifetime Maximum Specific Benefit has been exceeded, Losses Incurred or Paid in any other period of excess loss coverage are included.

Losses for any Covered Person during the Policy Period will be determined according to the Benefit Period described in the Schedule of Excess Loss Coverage. The Specific Deductible applies separately to each Covered Person during a Benefit Period.

If Specific Excess Loss Insurance terminates before the end of the Policy Period, the Specific Deductible will not be reduced.

AGGREGATE EXCESS LOSS INSURANCE

The Schedule of Excess Loss Coverage indicates whether Aggregate Excess Loss Insurance is provided under this Policy. If the Losses for the applicable Benefit Period subject to the Loss Limit Per Covered Person, exceed the Annual Aggregate Deductible for the Policy Period, the Company will reimburse the Insured, subject to the terms and conditions of this Policy including the limits set forth in the Schedule of Excess Loss Coverage, within thirty (30) days after:

- (a) the Company's acceptance of proof of loss as satisfactory proof;
- (b) the Company's receipt of proof of Payment of eligible expenses under the Plan; and
- (c) completion by the Company of a satisfactory on-site audit of the claims, eligibility and all records relevant to a claim under Aggregate Excess Loss Insurance, if the Company elects to do so.

The amount of the reimbursement will be equal to the Aggregate Percentage Reimbursable times the amount by which Losses exceed the Annual Aggregate Deductible amount, but will not exceed the Maximum Aggregate Benefit. The Annual Aggregate Deductible for any one Policy Period means the greater of: (a) the sum of the Monthly Aggregate Deductibles; or (b) the Minimum Annual Aggregate Deductible.

For purposes of determining amounts payable under this Aggregate Excess Loss Insurance, Losses pertaining to each Covered Person during the Benefit Period will be limited to the Loss Limit Per Covered Person. Losses will not include any amounts reimbursed by the Company under any other provision of this Policy. Any Loss that is Incurred at a time when the person to whom the Loss relates is not a Covered Person will not be eligible for Aggregate Excess Loss Insurance and will not be considered for the purpose of satisfying the Annual Aggregate Deductible.

However, if coverage terminates before the end of the Policy Period, the Annual Aggregate Deductible will be deemed not satisfied and the Company will not be liable for reimbursement of any benefits under this Aggregate Excess Loss Insurance.

TERMINATION PROVISIONS

This Policy and coverage provided hereunder will terminate upon the earliest of:

- a) the premium due date of any premium which remains unpaid at the end of the Grace Period;
- b) the premium due date next following receipt by the Company of written notice from the Insured that this Policy is to be terminated;
- c) the date of termination of the Plan;
- d) the date the Insured suspends active business operations or dissolves; or
- e) the end of the Policy Period.

This Policy may also be terminated, at the Company's option on the earliest of:

- a) the last day of the third (3rd) consecutive month during which there are less than fifty-one (51) employees enrolled in the Plan, unless the Company agrees, in writing, to continue coverage; or
- b) the date the Insured fails to comply with the terms of this Policy.

The Company will not refund any portion of the premiums paid if this Policy is terminated during the Policy Period.

REINSTATEMENT PROVISIONS

If this Policy terminates for any of the reasons set forth above, the Company may, at its option, approve the Insured's request to reinstate this Policy. The Insured shall submit to the Company any forms and data the Company may require. If this Policy is reinstated, the Insured shall pay to the Company the premiums due from the date this Policy terminated.

SUBSEQUENT POLICY PERIOD PROVISIONS

At the end of a Policy Period, a subsequent Policy Period may be agreed upon in writing by the Company and the Insured. The terms and conditions for a subsequent Policy Period will be evidenced by the issuance of a new Schedule of Excess Loss Coverage by the Company which shows the new premium rates, Benefit Period and other new terms. This Policy is not automatically renewable.

GENERAL PROVISIONS

ASSIGNMENT Reimbursement under this Policy may not be assigned by the Insured, and the Company will not recognize any such assignment.

AUDITS The Company will have the right: (a) to inspect and audit all records and procedures of the Insured and Third Party Administrator, developed and maintained for the Plan, that are applicable to the administration of this Policy; and (b) to require, upon request, proof satisfactory to the Company that Payment has been made to the Covered Person or the provider of such services or benefits which are the basis for any Loss by the Insured hereunder.

CHANGES TO THE PLAN DOCUMENT If the Plan Document in effect on the Effective Date is subsequently amended, notice of the amendment will be given to the Company prior to the effective date of the change. If the Company does not give written acceptance of the amendment, the Company will only provide coverage under this Policy consistent with the Plan Document prior to amendment. The Company's reimbursement will be made according to the amended Plan, once the notice is received and accepted.

CHANGES TO THE POLICY Only the President, a Vice President, or the Secretary of the Company have the authority to alter this Policy, or to waive any of the Company's rights and then only in writing. No such alteration of this Policy shall be valid unless endorsed and attached to this Policy. No agent, broker, or Third Party Administrator has the authority to alter this Policy or to waive any of its provisions.

CLERICAL ERROR Clerical errors, whether by the Insured or by the Company, in keeping or transmitting any records pertaining to the coverage, will not invalidate or limit coverage otherwise validly in force nor continue coverage otherwise validly terminated. Clerical error does not include any failure of the Insured, the Third Party Administrator or any agent of the Insured: (a) to comply with the requirements relating to notice of claims or payment of claims; or (b) to disclose underwriting information requested by the Company, whether or not intentional and regardless of the actual knowledge of the person providing the information.

CONCEALMENT, FRAUD This entire Policy will be void (a) if, before or after a claim or Loss, the Insured, the Third Party Administrator or any agent of the Insured has concealed or misrepresented any material fact or circumstance concerning this Policy, including any claim, or (b) in any case of fraud by the Insured, the Third Party Administrator, or any agent of the Insured relating to this Policy.

CONFORMITY WITH LAW If any provision of this Policy is contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.

ENTIRE CONTRACT The Entire Contract between the Company and the Insured will consist of this Policy, the application, approved amendments or endorsements, and a copy of the Plan Document which is on file with the Company.

INSOLVENCY Nothing in this Policy shall either relieve an insolvent or bankrupt Insured from the obligation to pay premiums when due or delay or abate cancellation of this Policy for failure to do so. The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Insured or the Insured's Third Party Administrator will not impose upon the Company any liability other than the liability defined in this Policy. In particular, the insolvency of the Insured will not make the Company liable to the creditors of the Insured, including Covered Persons under the Plan.

INSURED REQUIREMENTS The Insured will submit by the twentieth (20th) day of each month all proofs, reports, and supporting documents required by the Company, including, but not limited to, a monthly summary of all eligible claims Payments processed by the Insured and number of each type of Covered Units under the Plan during the prior month. The Insured will be responsible for the investigation, auditing, calculating and the Payment of all claims under the Plan.

LEGAL ACTION The Insured cannot file suit until ninety (90) days after the date on which proof of loss is given to the Company. The Insured cannot file suit more than three (3) years after the date on which the Insured must give the Company proof of claim. The three (3) year limitation is extended, if necessary, to agree with the period allowed by the laws of the state of issue.

LIABILITY The Company will have neither the right nor the obligation under this Policy to directly pay any Covered Person or provider of professional or medical services. The Company's sole liability is to the Insured, subject to the terms and conditions of this Policy. Nothing in this Policy shall be construed to permit a Covered Person to have a direct right of action against the Company. The Company will not be considered a party to the Plan of the Insured, or to any supplement or amendment to it.

MISSTATED DATA The Company has relied upon the underwriting information provided by the Insured, the Third Party Administrator or any agent of the Insured, in the issuance of this Policy. Should information in existence prior to issuance of this Policy subsequently become known to the Company which would have affected the rates, deductibles, terms or conditions for coverage, the Company will have the right to revise the rates, deductibles, terms or conditions as of the Effective Date of issuance, by providing written notice to the Insured.

NOTICE FROM THE COMPANY TO THE INSURED For the purpose of any notice required from the Company under the provisions of this Policy, notice to the Insured's Third Party Administrator shall be considered notice to the Insured and notice to the Insured shall be considered notice to the Insured's Third Party Administrator.

OTHER COVERAGE The reimbursement provided by this Policy is in excess of other coverage such as group insurance, excess insurance, insurance, plan benefits, including insurance or plan benefits established by any federal, state, or local law.

PARTIES TO THE POLICY The parties to this Policy are the Insured and the Company. The Company's sole liability under this Policy is to the Insured. This Policy does not create any right or legal relation between the Company and a Covered Person under the Plan. This Policy will not be deemed to make the Company a party to any agreement between the Insured and the Third Party Administrator.

RECORDS The Insured will maintain records of all Covered Persons under the Plan during the Policy Period and for a period of seven (7) years after the end of the Policy Period. The Insured will make all such records available to the Company as needed to evaluate its liability under this Policy.

The Insured will maintain a separate record of any and all amounts Paid in excess of benefits eligible under the Plan.

SEVERABILITY CLAUSE Any clause deemed void, voidable, invalid, or otherwise unenforceable, whether or not such a provision is contrary to public policy, will not render any of the remaining provisions of this Policy invalid.

TERMINATION OF THE INSURED'S PLAN The Insured will immediately notify the Company, if the Plan is terminated.

THIRD PARTY ADMINISTRATOR The Insured may retain a Third Party Administrator to act as an agent for the Insured in performing any or all of the duties as designated by the Insured. Without waiving any of its rights under this Policy, and without making the designated Third Party Administrator a party to this Policy, the Company agrees to recognize the Third Party Administrator as an agent of the Insured. The Insured will immediately notify the Company in writing if the agreement between the Insured and the Third Party Administrator terminates.

THIRD PARTY RECOVERY The Insured, for itself and on behalf of the Plan, agrees that the Plan shall undertake to pursue any and all valid claims that the Plan may have against third parties arising out of any occurrence resulting in a payment by the Plan or the Company, and to account for and pay to the Company any amounts recovered which were previously paid by the Company to the Insured under this Policy, regardless of whether this Policy is still in force on the date of recovery. Third party shall mean another person, entity, or insurance company. Additionally, the Insured or Plan administrator shall notify the Company immediately upon discovering that a claim against a third party may exist. Should the Insured or the Plan fail to pursue any valid claims against a third party based on an occurrence resulting in a payment by the Company under this Policy, then the Company shall have the right to exercise and enforce all of the Insured and/or Plan's rights against such third party.

The Insured, for itself and on behalf of the Plan, also assigns to the Company all rights of recovery to the extent of any payment by the Company for which the Insured and/or Plan is or becomes entitled to receive payment from a third party.

If the payment received from a third party is less than the total amount paid by the Plan on behalf of the Covered Person, the Company is entitled to recover first, in full, any amount paid by the Company under this Policy as well as any expenses of collection incurred by the Company. All remaining amounts shall be paid to the Insured.

GENERAL EXCLUSIONS PROVISIONS

The Company will not reimburse the Insured for any of the following:

- (a) Any payment which does not strictly comply with the terms and conditions of the Plan Document;
- (b) Any payment or expense caused by or resulting from war, declared or undeclared, invasion, acts of foreign enemies, hostilities, civil war, rebellion, insurrection, military or usurped power, or martial law or confiscation by order of any government or public authority;
- (c) Any payment for litigation costs and expenses, extra-contractual damages, compensatory damages, exemplary and punitive damages or liabilities, including but not limited to those resulting from negligence, intentional wrongs, fraud, bad faith or strict liability on the part of the Insured, Plan, Third Party Administrator or any agent or representative of the Insured, Plan or Third Party Administrator;
- (d) Any payment or expense for accident or illness arising out of activities performed for profit, including self-employment;
- (e) Any payment for occupational accidents or illnesses which are also eligible expenses covered by Workers' Compensation or Occupational Disease law, or similar legislation, whether or not coverage under such law is actually in force;
- (f) Any payment which is recoverable under the Plan Document's Coordination of Benefits provision;
- (g) Any amount paid which is in excess of the Plan's benefits disclosed, in writing, to the Company;
- (h) Any payment under the Plan on account of a benefit which is not shown on the Schedule of Excess Loss Coverage as a Plan benefit for which coverage is provided under this Policy; or
- (i) Any payment under the Plan not reported to the Company within six (6) months after the end of the Benefit Period.

Aggregate Accommodation Endorsement

This Endorsement forms part of the Excess Loss Insurance Policy to which it is attached.

Insured: City of Fort Wayne Employee Benefit Plan (Plan)

Policy Number: 6650 Effective Date: January 1, 2012

AGGREGATE ACCOMMODATION OPTION

In consideration for the additional premium shown in the Schedule of Excess Loss Coverage, the Company will provide Aggregate Accommodation payments subject to all the terms, conditions, limitations, exclusions, and definitions included in the Policy and this Aggregate Accommodation Endorsement. The Effective Date of this Endorsement will coincide with the Effective Date of the Insured's Excess Loss Insurance, and will continue in full force and effect for the duration of that Policy Period.

Aggregate Accommodation Payment If the Losses (determined on the same basis as under the Aggregate Excess Loss Insurance) exceed the Accumulated Accommodation Point by more than \$500 at the end of any month during the Policy Period, the Company will provide to the Insured an Aggregate Accommodation, if requested. No Aggregate Accommodation may be requested after the end of the eleventh month of the Policy Period.

For purposes of this Endorsement:

"Accumulated Accommodation Point" means the sum of the Monthly Aggregate Deductibles for each of the months commencing with the first month of the Policy Period and ending with the month during the same Policy Period for which the Accumulated Accommodation Point is to be determined. The Accumulated Accommodation Point at the end of any month shall not be less than the Minimum Annual Aggregate Deductible times the proportionate part of the Policy Period elapsed at the end of the month.

"Aggregate Accommodation Outstanding" means the sum of all Aggregate Accommodation payments made to the Insured during the Policy Period, minus any repayment by the Insured of such Aggregate Accommodation payments during the Policy Period.

The Aggregate Accommodation payment will be equal to the Aggregate Percentage Reimbursable times the amount by which Losses exceed the Accumulated Accommodation Point (subject to the Maximum Aggregate Benefit); however, the Aggregate Accommodation payment is reduced by any Aggregate Accommodation Outstanding.

An Aggregate Accommodation Outstanding at the end of the Policy Period shall be deducted from any amount otherwise payable under Aggregate Excess Loss Insurance.

An Aggregate Accommodation is not an advance on any eligible expenses yet to be Paid by the Insured.

- A. **Availability** An Aggregate Accommodation will be available to the Insured only if:
1. all premium payments due for Specific and Aggregate Excess Loss Insurance have been received up to and including the month in which the Aggregate Accommodation is requested; and
 2. the Insured has Paid all claims for eligible expenses under the Plan; and
 3. all claims have been reported as required.
- B. **Audits** Prior to releasing any Aggregate Accommodation payment, the Company reserves the right to:
1. audit the Losses calculation; or
 2. have such an audit done by a third party auditor, if the Company deems necessary.
- C. **Repayment** If at any time the Insured's Losses under the Aggregate Excess Loss Insurance are less than the sum of the Accumulated Accommodation Point plus any Aggregate Accommodation Outstanding, the Insured must promptly make repayment to the Company equal to the lesser of:
1. the amount by which the sum of the Accumulated Accommodation Point plus the Aggregate Accommodation Outstanding exceeds the Insured's Losses under the Aggregate Excess Loss Insurance; or
 2. the full amount of the Aggregate Accommodation Outstanding.

MLAGAC-1

If the Policy terminates before the end of the Policy Period, the Insured will immediately repay all Aggregate Accommodation payments on the date the Insured's coverage terminates.

The Company will have preference over all other claimants for the return of any Aggregate Accommodation payment. Further, the Insured will be liable for all costs and expenses (including reasonable attorney fees) incurred by the Company in the collection of any Aggregate Accommodation payment outstanding. If the Insured fails to make repayment when due, the Company, at its option, may:

- i. deduct the outstanding payment due from any reimbursement due under Specific or Aggregate Excess Loss Insurance; or
- ii. terminate this Endorsement, or at the Company's option, terminate the Excess Loss Insurance Policy.

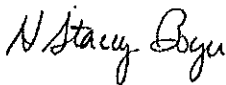
At the end of the Policy Period, the Insured's repayment obligation to the Company will equal the amount of any Aggregate Accommodation Outstanding less the amount by which the Insured's Losses under the Aggregate Excess Loss Insurance exceed the Annual Aggregate Deductible. A final repayment of any balance due must be made within thirty (30) days of the end of the Policy Period.

- D. **Termination of the Aggregate Accommodation Endorsement** If the Insured fails to make repayment within the specified periods this Aggregate Accommodation Endorsement will terminate automatically for the remainder of the Policy Period.

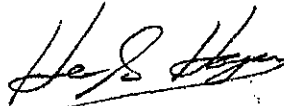
If eligible Covered Expenses have not been properly Paid, the Company has the right to terminate this Aggregate Accommodation Endorsement.

All terms and conditions, other than as stated above, remain unchanged.

Executed at our Home Office.
Monumental Life Insurance Company



Secretary



President

Specific Expedited Reimbursement Endorsement

This Endorsement forms part of the Excess Loss Insurance Policy to which it is attached.

Insured: City of Fort Wayne Employee Benefit Plan (Plan)

Policy Number: 6650

Effective Date: January 1, 2012

SPECIFIC EXPEDITED REIMBURSEMENT OPTION

An additional provision is hereby added to the terms and conditions for Specific Excess Loss Insurance in the Policy as follows:

SPECIFIC EXPEDITED REIMBURSEMENT Without waiving any rights under the Excess Loss Insurance Policy, the Company hereby establishes Specific Expedited Reimbursement. The additional terms and conditions under which Expedited Reimbursement will be provided for Specific Excess Loss claims are as follows:

- (A) The claim must be fully processed by the Third Party Administrator and must be ready for payment under the Employee Benefit Plan within the Benefit Period during which the claim was Incurred; and
- (B) The Insured must have Paid under the Employee Benefit Plan, the Specific Deductible for the Covered Person to whom the claim relates, plus, in addition to the Specific Deductible Amount, at least [\$1,000]; and
- (C) The claim, and supporting documentation satisfactory to the Company, must be received by the Company no later than [five (5) days prior to] the end of the Benefit Period during which the claim was Incurred and processed; and
- (D) {[The claim must be for more than \$1,000.]}

If the foregoing requirements are satisfied, the Company will promptly send to the Insured reimbursement for the amount that is eligible for reimbursement under Specific Excess Loss Insurance. Upon receipt of the Expedited Reimbursement, the Insured must pay the Employee Benefit Plan's payment within [five (5)] days. The Company's reimbursement may not be deposited until the Employee Benefit Plan's payment has been paid. If the Insured does not pay the Employee Benefit Plan's payment within the [five (5)] day period, the reimbursement must be refunded to the Company.

If any portion of the Company's reimbursement is not used to pay the applicable benefits under the Employee Benefit Plan, due to discounting or any other reason, such portion must be returned to the Company within [five (5) working] days after it is received by the Insured by refund, credit, or otherwise.

If the Insured fails to comply with all of the above conditions, the right to receive Specific Expedited Reimbursement shall be rescinded.

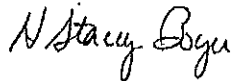
Except as specifically set forth herein, all terms and conditions of the Excess Loss Insurance Policy shall remain in full force and effect.

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This Endorsement is intended solely to provide an optional expedited method of reimbursement between the Company and the Insured, and shall not affect the Employee Benefit Plan or the Insured's obligations under the Employee Benefit Plan in any way, and this Endorsement shall not create any rights in favor of any third party.

All terms and conditions, other than as stated above, remain unchanged.

Executed at our Home Office.
Monumental Life Insurance Company


Secretary


President

Aggregating Specific Deductible Endorsement

This Endorsement forms part of the Excess Loss Insurance Policy to which it is attached.

Insured: City of Fort Wayne Employee Benefit Plan (Plan)

Policy Number: 6650

Effective Date: January 1, 2011

The Excess Loss Insurance Policy between the Insured and Monumental Life Insurance Company is amended as follows:

1. The following definitions will be added to the Definitions section of the Excess Loss Insurance Policy:

AGGREGATING SPECIFIC DEDUCTIBLE is set forth in the Schedule of Excess Loss Coverage. The Aggregating Specific Deductible will apply separately to each Benefit Period.

SPECIFIC EXCESS AMOUNT means the amount by which Losses for a Covered Person for the applicable Benefit Period exceed the Specific Deductible, multiplied by the Specific Percentage Reimbursable. The Specific Excess Amount may not exceed the {Lifetime} Maximum Specific Benefit. {For purposes of determining whether such Lifetime Maximum Specific Benefit has been exceeded, Losses Incurred or Paid in any other period of excess loss coverage are included.}

TOTAL SPECIFIC EXCESS AMOUNT means the total of the Specific Excess Amounts for all Covered Persons for whom Losses for the applicable Benefit Period exceed the Specific Deductible.

2. The Specific Excess Loss Insurance Provision is hereby deleted and replaced with the following:

SPECIFIC EXCESS LOSS INSURANCE

If, while this Policy is in effect, the Losses for a Covered Person for the applicable Benefit Period exceed the Specific Deductible, the Company will calculate the Specific Excess Amount for that Covered Person. The Company will monitor the Specific Excess Amounts for all Covered Persons for the applicable Benefit Period. No reimbursement under Specific Excess Loss coverage will be due until the Total Specific Excess Amount exceeds the Aggregating Specific Deductible. The Company will reimburse the Insured the amount by which the Total Specific Excess Amount exceeds the Aggregating Specific Deductible, subject to the terms and conditions of this Policy including the limits set forth in the Schedule of Excess Loss Coverage, within [thirty (30)] days after:

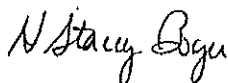
- a) the Company's acceptance of all proofs of loss as a satisfactory proof;
- b) the Company's receipt of proof of Payment of the benefits by the Insured under the Plan to, or on behalf of, the Covered Persons; and
- c) completion of an audit of the claim, if requested by either the Insured or the Company, which payment by the Insured is expressly agreed to be a condition precedent to payment.

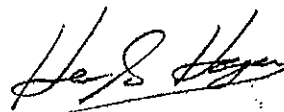
Losses for any Covered Person during the Policy Period will be determined according to the Benefit Period described in the Schedule of Excess Loss Coverage. The Specific Deductible applies separately to each Covered Person (or, if applicable, each family) during a Benefit Period.

If Specific Excess Loss Insurance terminates before the end of the Policy Period, the Specific Deductible and the Aggregating Specific Deductible will not be reduced.

3. All other provisions of the Excess Loss Insurance Policy remain unaffected by this Endorsement.

Executed at our Home Office.
Monumental Life Insurance Company


Secretary


President

1.

EXCESS LOSS INSURANCE POLICY

**MONUMENTAL LIFE INSURANCE COMPANY
ADMINISTRATIVE OFFICE
7605 WESTFIELD DRIVE
FORT WAYNE, IN 46825**