

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 9/26/2013

Action Requested By:  
Human Services

Agenda Item Type  
Resolution

Subject Matter:

Worker's compensation excess loss insurance for the coverage period October 1, 2013 through September 30, 2014.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute an application for the City's excess worker's compensation insurance with Safety National Casualty Corporation.

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

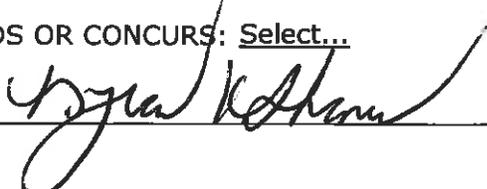
Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This contract is needed to provide for the renewal of excess worker's compensation insurance coverage.

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: 9/18/13

ROUTING SLIP  
CONTRACTS AND AGREEMENTS

Originating Department: Human Resources

Council Meeting Date: 9/26/2013

Department Contact: Deloise Manning

Phone # 256-427-5241

Contract or Agreement: Application for Excess Workers Compensation with Safety National Casualty C...

Document Name: Application for Excess Workers Compensation

City Obligation Amount: 0.00

Total Project Budget:

Uncommitted Account Balance:

Account Number:

**Procurement Agreements**

<u>Select...</u>	<u>Select...</u>
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**Grant-Funded Agreements**

<u>Select...</u>	Grant Name:
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Department	Signature	Date
1) Originating		9/19/13
2) Legal		9/19/13
3) Finance		9/19
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

**RESOLUTION NO. 13-\_\_\_\_\_**

**WHEREAS** the City of Huntsville, wishes to renew an agreement for excess workers compensation insurance coverage with Safety National Casualty Corporation; and

**WHEREAS**, the City desires to commence the agreement with Safety National Casualty Corporation on October 1, 2013.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to execute the application for excess workers compensation insurance with Safety National Casualty Corporation, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said application is substantially in words and figures similar to the certain document attached hereto and identified as "Application for Excess Worker's Compensation" consisting of eleven (11) pages and related documents consisting of seven (7) pages and the date of September 26, 2013 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the 26<sup>th</sup> day of September, 2013.

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President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 26<sup>th</sup> day of September, 2013.

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Mayor of the City of  
Huntsville, Alabama



BRENTWOOD REINSURANCE INTERMEDIARIES, INC.

APPLICATION FOR EXCESS WORKERS COMPENSATION - INDIVIDUAL

APPLICANT'S NAME: City of Huntsville, Alabama

(Exact name to appear on contract)

Address: P.O. Box 308 Huntsville, AL 35804-0308

FEIN# 63-6001296 Quote need by date:

States in which the applicant has qualified for self insurance: Alabama

How long has applicant been self insured:

Description of Operations: Municipality

Describe any changes in operations that have occurred or are planned: N/A

PRESENT PROGRAM:

Carrier: Safety National Casualty Corporation Expiration: 10/1/2013

Specific Limits: Statutory Retention: \$500K/\$650K Employers' Liability Limit: \$1,000,000

Aggregate Limit: N/A Aggregate Retention: N/A

Endorsements: Voluntary Compensation Endorsement - Premium Delineation

DESIRED PROGRAM:

Carrier: Safety National Casualty Corporation Expiration: 10/1/2014

Specific Limits: Statutory Retention: \$500K/\$650K Employers' Liability Limit: 1,000,000

Aggregate Limit: N/A Aggregate Retention: N/A

Endorsements: Voluntary Compensation Endorsement - Premium Delineation

INSURED'S CLAIM MANAGEMENT:

Name of Insured Claims Contact: Cynthia Lehman

Address: P.O. Box 308 Huntsville, AL 35804-0308 Telephone: 256-427-5244

CLAIMS ADMINISTRATION:

Name of Claims Provider: Brentwood Services Administrators, Inc.

Name of Claims Manager: Eryn Crawford

Address: P.O. Box 1125, Brentwood, TN 37024-1125 Telephone: 615-263-1300

Services Provided: Claims administration

How long has Company held contract: Since 7/1/2008

President of the City Council of the City of Huntsville, Alabama

Date:

**APPLICANT'S NAME:** City of Huntsville, Alabama

**ADDITIONAL EXPOSURE INFORMATION:**

If there are any "YES" responses to the following, please provide a detailed description of exposure.

YES	NO	
X		Are there any occupational disease exposures involved in the applicant's operation?
X		Are there any exposures to Human Immunodeficiency Virus (HIV) or have any cases of AIDS related complex (ARC) been diagnosed within the past five years?
	X	Has the applicant had any OSHA or State OSHA violations within the past 5 years?
	X	Are any employees subject to the Longshoremen and Harborworker's Act?
	X	Are any employees subject to the Jones Act?
	X	Are any employees subject to the Federal Employers Liability Act?
X		Do the operations of the applicant involve volunteer labor or leased employee?
X		Does the applicant have any foreign operations or employees who travel to foreign Countries? (Possibly mayor traveling one to two weeks a year)
X		Does the applicant perform any underground, subaqueous or tunneling operations? (Sewer; street operations)
X		Do the operations of the applicant involve exposure to heights?
X		Is the applicant engaged in the production, refining, distribution or storage of explosives or explosive substances? (Stored at Cemetery Dept)
X		Do the operations of the applicant involve exposure to toxic chemicals?
X		Is the applicant engaged in manufacture, production, refining, storage, distribution or transportation of gasses, gasoline or flammables? (Fuel for equipment)
	X	Has any plant or facility closed in the past 5 years?
X		Does the applicant have any exposure to burns?
	X	Has the applicant been cancelled or non-renewed in the past 5 years?
X		Does the applicant own or lease commercial autos? (If yes, complete the Supplemental Application)
	X	Does the applicant own, lease or charter aircraft? (If yes, complete the Supplemental Application)
	X	Does the applicant own, lease or charter watercraft? (If yes, complete the Supplemental Application)

APPLICANT'S NAME: City of Huntsville, Alabama

**INTERNAL CLAIMS CONTROL:**

1. Explain your claim reporting guidelines to the TPA and how claims are reported (i.e. timeframe, reporting mechanism). We report accidents and injuries according to Alabama Workers' Compensation Law within five (5) days of the accident. Reporting is done by e-mail.

2. Describe your staffing for internal claims administration. What are the related responsibilities and duties? Claims Technician: Receives First Reports of Injury; liaison between treating physician and injured employee; consults with TPA on management of claims; directs injured employee to treating physician; communicates with physician on treatment recommendations; submits narrative, doctor's notes, and invoices for treatment to TPA; distributes temporary total disability checks to employees on loss time; follows established protocols and works with the City's on-site nurse to coordinate referrals to treating physician.

3. Explain what PPO or bill reduction services you utilize. Our TPA, Brentwood, sends bills to MCMC for bill utilization.

4. Explain how initial medical attention and direction is given to the injured worker. The City's Employee Health Clinic is the initial point of contact for all employees who are injured on the job. The on-site nurse, who is a LPN, directs the care of all injured employees. If the injury is minor and can be treated at the City Clinic, either the nurse will provide treatment or one of the City Clinic's physicians will treat the injury. If The injury is more serious, the nurse would refer the employee to the City's authorized treating physician at Occupational Health Group (OHG). The physicians at OHG specialize in occupational health medicine.

5. Describe your frequency of communication with your TPA and what issues are covered. The City's claims technician communicates with the TPA daily. Issues that are covered include temporary total disability payments, medical bills, physician brief reports, medical referrals, and any other concerns that need to be addressed.

6. Describe your return to work program from a departmental and organizational standpoint. Based on the authorized treating physician's opinion, employees who have been out of work on workers' compensation may return to work either full duty with no restrictions, or be placed on restricted duty. If the department has work that can accommodate the employee's restrictions, that employee is allowed to work within those guidelines. If there is no work within the department that can accommodate the employee's restrictions, and the employee has reached maximum medical improvement (MMI), the employee may be sent home and can use accrued leave until such time as a determination can be made about the employee's work status.

**LOSS CONTROL INFORMATION:**

YES	NO	
X		Pre-employment physical performed?
X		Documentation of pre-existing injuries and/or medical conditions?
X		Substance abuse testing performed?
X		Return to work programs in place?
X		Is there a Formal Safety Program in place?

APPLICANT'S NAME: City of Huntsville, Alabama

**LOSS PREVENTION INFORMATION CONTINUED:**

1. Do you have a dedicated staff (including safety committees) to handle safety initiatives, and if so, what are their responsibilities. Department heads have the responsibility of ensuring compliance with all safety policies and procedures pursuant to the respective departments.

2. Describe your safety program, including employee involvement and management commitment. It is the policy of The City of Huntsville to provide employees with a safe working environment. All employees should maintain an attitude toward safety and take precautions to prevent accidents.

3. Explain your accident reporting and investigative procedures. Accidents are reported to the State of Alabama within the five day reporting period, and investigate procedures are done by individual departments if it appears a safety issue was violated and suspicious claims are investigated by our TPA, Brentwood.

4. Describe your employee safety-training program. Each City department is responsible for safety indoctrination, and may provide additional training if necessary.

5. Over the last 5 years, what major loss prevention initiatives have you instituted that you feel have had a significant effect on reducing loss exposure or safety culture. (Please indicate when these initiatives were incorporated into your existing processes.) In 2008 The City's Employee Health Clinic began giving classes on weight loss, smoking cessation classes, they began a program for cardiac screenings, blood pressure screening, cholesterol screenings, and glucose monitoring believing that a healthy employee is less likely to injure themselves and, when injured, recovers at a faster pace.

6. Do you have any incentive programs for management and employees incorporating safety and program results? We have a Safety Incentive Awards Program. Please see attached for a copy of the program.

**Eligibility Criteria**

**Low Risk:**

Employee does not have an at-fault "Loss of Time" injury for the timeframe established for the quarterly and/or safety incentive awards.

Employee must not have a positive drug or alcohol test.

**Medium Risk:**

Employee does not have an at-fault "Loss of Time" injury for the timeframe established for the quarterly and/or annual safety incentive awards.

Employee does not have or cause a preventable accident, either equipment damage or bodily injury, through their own negligence or carelessness.

Employee eligibility for safety incentive awards shall be determined at the discretion of the Department Head.

Employee must not have a positive drug or alcohol test.

**High Risk:**

Employee does not have an at-fault "Loss of Time" injury for the timeframe established for the quarterly and/or annual safety incentive awards.

Employee does not have or cause a preventable accident, either equipment damage or bodily injury, through their own negligence or carelessness.

Employee eligibility for safety incentive awards shall be determined at the discretion of the Department Head.

Employee must not have a positive drug or alcohol test.

**CITY OF HUNTSVILLE**

Human Resources Department  
308 Fountain Circle  
Huntsville, AL 35801  
Telephone: 256.427.5240  
Fax: 256.427.5245

**Safety  
Incentive Awards  
Program**

Tommy Battle,  
Mayor



**HUNTSVILLE**  
The Star of Alabama

Telephone: 256.427.5240  
Fax: 256.427.5245

# Safety Incentive Awards Program

## Objective

The Safety Incentive Awards Program is established for the purpose of promoting safety awareness, injury/accident prevention, and safety recognition within the workforce on a city-wide and departmental basis, annually and quarterly respectively.

## Goals

The goals of this program are to instill within each employee the responsibility of safety within the work environment and reward employees who perform their job tasks in a safe manner. In addition, the program shall serve a public purpose in that it is expected to significantly reduce costs or improve public services.

## Definitions

### (A) Low Risk Classification

An employee whose position requires minimal or no exposure to potential hazardous environments or substances;

### (B) Medium Risk Classification

An employee whose position requires intermittent or occasional work in potentially hazardous environments or with hazardous substances; and

### (C) High Risk Classification

An employee whose position requires direct work in potentially hazardous environments or with hazardous substances on a routine basis.

## Annual Recognition Programs

(A) The annual Employee Safety Recognition and Incentive Program shall provide monetary awards to regular, full-time and regular, part-time employees based upon their high, medium or low risk classification. Eligible regular, full-time employees shall receive the following annual monetary awards based upon their risk classification:

- \$100 – High Risk Classification
- \$75 – Medium Risk Classification
- \$50 – Low Risk Classification

Eligible regular, part-time employees shall receive one-half of the above annual monetary awards based upon their designated risk classification.

(B) The "SAFE" Recognition Program shall recognize regular, full-time and regular, part-time employees who remain injury and/or accident free for the entire fiscal year. Eligible employees, who remain injury and/or accident free at the conclusion of each quarter of the fiscal year, shall be eligible for participation in the program.

The letter "S" will be awarded for the 1<sup>st</sup> fiscal quarter, the letter "A" for the 2<sup>nd</sup> fiscal quarter, the letter "F" for the 3<sup>rd</sup> fiscal quarter and the letter "E" for the 4<sup>th</sup> fiscal quarter to those employees that meet the eligibility criteria. The fiscal quarters shall be defined as follows:

October – December	"S"
January – March	"A"
April – June	"F"
July – September	"E"

Employees receiving all of the letters for each fiscal quarter shall be eligible for grand prize drawings, as determined by the Administration. Employees must be employed by the City of Huntsville for the entire fiscal year to be eligible for participation in the "SAFE" Recognition Program.

## Program Criteria

All employees, whether full-time or part-time, excluding Elected Officials, Appointed Officials and Department Heads, will be eligible for participation in the Safety Incentive Awards Program.

Participation in the annual awards is restricted to employees, other than temporary employees, who have been employed the preceding full year and who have worked at least fifty (50%) of the work hours in the preceding year.

For quarterly awards, employees must have been employed for the entire quarter and must have performed normal work duties for at least fifty (50%) of the work hours during the quarter. Temporary employees are only eligible for quarterly awards.

No Safety Incentive Awards will be given if Actual Losses exceed total Projected (Budgetary) Losses for the fiscal year.

APPLICANT'S NAME: City of Huntsville, Alabama

**RATING INFORMATION:**

State	Code No.	Classification	No. of Employees	Estimated Gross Annual Payroll
AL	0042	Landscape Gardening & Drivers	257	3,975,733.79
AL	3064	Sign Mfg – Metal or Neon	1	46,294.51
AL	3365	Welding or Cutting NOC & Drivers	1	35,785.42
AL	5506	Street or Road Construction	70	2,116,869.10
AL	5606	Contractor – Project Manager	1	80,290.48
AL	6306	Sewer Construction All Operations	41	1,755,116.10
AL	6325	Conduit Const-Cable/Wire & Drivers	11	475,008.10
AL	7382	Bus Company	62	1,161,870.58
AL	7580	Sewage Disposal Plant Oper	55	2,735,233.35
AL	7590	Garbage Works	101	3,806,693.42
AL	7704	Firefighters & Drivers	368	19,610,599.11
AL	7720	Police Officers & Drivers	543	23,778,690.06
AL	8380	Auto Service/Repair Ctr & Drivers	31	1,349,446.11
AL	8392	Auto Storage Garage/Parking & Driv	4	140,134.06
AL	8601	Architect or Engineer	36	2,220,433.33
AL	8742	Salespersons, Collectors, Messengers	21	156,888.78
AL	8810	Clerical Office Employees NOC	516	21,061,003.41
AL	8820	Attorney-All Employees	10	883,395.19
AL	8831	Hospital: Veterinary & Drivers	21	858,528.98
AL	9015	Building-Operation by Owner/Lessee	54	1,705,100.18
AL	9101	College or School–All Other Emps	12	73,691.65
AL	9102	Park NOC-All Employees & Drivers	142	3,711,613.97
AL	9220	Cemetery Operation & Drivers	26	711,882.01
AL	9402	Street Cleaning & Drivers	34	1,455,684.99
AL	9403	Garbage, Ashes, Refuse & Drivers	20	652,261.63
AL	9410	Municipal Employee NOC	57	3,480,438.27
AL	9554	Sign Erection or Removal	17	711,291.19
<b>TOTAL</b>			<b>2,512</b>	<b>\$98,749,977.77</b>

## VEHICLE SUPPLEMENTAL APPLICATION

1.	Number of owned or leased vehicles	1,542
	Passenger Cars	158
	Police Department Cars	363
	Vans/Trucks	676
	Police Department Vans/Trucks	8
	Tractors	71
	Fire Department Cars	18
	Trailers	187
	Fire Department Vans/Trucks	37
	Shuttle Buses	24

2. Each department has their own vehicle and it is up to each department to determine who in that department is allowed access to their vehicle.

Number of Police Department Drivers	409
Number of Fire Department Drivers	385

3. The City does not have any Owner-Operators.
4. On call staff and police officers who live within Madison County are allowed to drive their vehicles home.
5. The City of Huntsville is a municipality and the operations here are those to ensure the upkeep of the city. Landscaping, paving, sewer, water pollution control, garbage pick-up, fire and rescue, police, traffic engineering, and the support staff to help carry out these functions.
6. The average radius of travel is 20 miles with a maximum radius of 100 miles. Trips are confined to the State of Alabama. Throughout the city there is daily travel and the number of people per unit varies by department with a maximum of 4-6.
7. The city does not hold intrastate and/or interstate licenses to haul for others.
8. The city does not backhaul any goods for others.

# EMPLOYEE CONCENTRATION WORKSHEET

Please provide complete PHYSICAL address along with employee count, # of shifts, floors occupied and # of stories per location. For any location with more than 200 employees, complete columns 5, 6, and 7



Proceed with Safety

Building Construction Code	
1= Wood Frame	4= Reinforced Concrete
2= All Metal	5= Concrete Brick/Block
3= Steel Frame	6= Earthquake Resistant

ONLY COMPLETE THESE COLUMNS FOR ANY LOCATION WHERE 200 OR MORE EMPLOYEES WORK

Location	Location Address	City	State	Zip	# Of Empl	# Of Shifts	Floors Occupied	# of Stories	Year Built	Building Construction Code (See Above List)	Has the building been retrofitted for earthquake?
Administration Building	308 Fountain Circle	Huntsville	AL	35801	104	1	9	9	1984	5	No
Public Services	320 Fountain Circle	Huntsville	AL	35801	73	1	3	3			
ITS	101 Church Street	Huntsville	AL	35801	33	1	1	2			
Public Works Oper Admin	4209 East Schrimsher	Huntsville	AL	35805	105	1	1	1	1972	2	
Cemetery Main Office	203 Maple Hill Drive	Huntsville	AL	35801	2	1	1	1			
Cemetery Maintenance Building	203 Maple Hill Drive	Huntsville	AL	35801	22	1	1	1			
DOT Main Office	500 B Church Street	Huntsville	AL	35801	105	2	2	2	2004	2	No
WPC Administration	1800 Vermont Road	Huntsville	AL	35802	10	1	1	1	2012		
Community Development	120 East Holmes Avenue, 2nd Floor	Huntsville	AL	35801	26	1	1	4			
Facilities Projects	2320 First Street	Huntsville	AL	35801	8	1	1	1			
Administrative Building Annex	308 Fountain Circle	Huntsville	AL	35801	16	1	4	4			
General Services	615 Washington Street	Huntsville	AL	35801	44	1	1	1			
Traffic Engineering	2100 Clinton Avenue	Huntsville	AL	35805	32	1	1	1			
Fire Station #1	2110 Clinton Avenue	Huntsville	AL	35801	34	3	2	2			
Fire Station #2	2002 Lee High Drive	Huntsville	AL	35811	27	3	2	2			
Fire Station #3	2309 Jordan Lane	Huntsville	AL	35805	13	3	1	2			
Fire Station #4	911 Monte Sano Blvd	Huntsville	AL	35801	11	3	1	1			
Fire Station #5	2503 University Drive	Huntsville	AL	35816	27	3	1	1			
Fire Station #6	2045 Old Airport Road	Huntsville	AL	35801	24	3	1	1			
Fire Station #7	11524 South Parkway	Huntsville	AL	35802	11	3	1	1			
Fire Station #8	4012 North Parkway	Huntsville	AL	35810	27	3	1	1			
Fire Station #9	7200 Hickory Hill Lane	Huntsville	AL	35803	15	3	1	1			
Fire Station #10	5006 Pulaski Pike	Huntsville	AL	35810	15	3	1	1			
Fire Station #11	530 Martin Road	Huntsville	AL	35809	27	3	2	2			
Fire Station #12	305 Wynn Drive	Huntsville	AL	35805	31	3	1	1			
Fire Station #14	817 Mountain Gap Road	Huntsville	AL	35803	15	3	2	2			
Fire Station #15	4801 Sparkman Drive	Huntsville	AL	35810	25	3	2	2			
Fire Station #16	150 Jeff Road	Huntsville	AL	35758	15	3	2	2			
Fire Station #17	295 Old Highway 431	Huntsville	AL	35810	12	3	2	2			
Fire Station #18	6535 Greenbrier Road	Madison	AL	35756	12	3	1	1			
Fire Supply	308 Church Street	Huntsville	AL	35801	4	1	1	1			
Public Safety Complex	815 Wheeler Avenue	Huntsville	AL	35801	140	1	2	2	1999	5	YES
Animal Control Facility	4950 Triana Boulevard	Huntsville	AL	35801	25	1	1	1			
City Clinic	2060-B Airport Road	Huntsville	AL	35805	2	1	1	1			
Public Safety Academy	3011 Sparkman Drive	Huntsville	AL	35805	15	1	2	2			
Lakewood Precinct	2105-B Mastin Lake Road	Huntsville	AL	35810	90	3	1	1			
South Precinct	7900 Bailey Cove Road Site #9	Huntsville	AL	35803	106	3	1	1			
Narcotics Division	109 Jefferson St, Site 24	Huntsville	AL	35801	13	3	2	2			
Police Child Advocacy	210 Pratt Avenue, Site B	Huntsville	AL	35801	2	1	1	1			
West Police Precinct	2110 Clinton Avenue	Huntsville	AL	35801	88	3	1	1	2008	2	
Police Special Ops	707 Fiber Street	Huntsville	AL	35801	52	3	1	1			
Landscape Management	2920 Newby Road	Huntsville	AL	35805	40	1	2	2			
Parks & Recreation Administration	2920 Newby Road	Huntsville	AL	35805	7	1	2	2			
Sanitation Headquarters	4205 East Schrimsher	Huntsville	AL	35805	88	1	1	1			

# EMPLOYEE CONCENTRATION WORKSHEET

Please provide complete PHYSICAL address along with employee count, # of shifts, floors occupied and # of stories per location.  
For any location with more than 200 employees, complete columns 5, 6, and 7.



Proceed with Safety

Building Construction Code	
1= Wood Frame	4= Reinforced Concrete
2= All Metal	5= Concrete Brick/Block
3= Steel Frame	6= Earthquake Resistant

ONLY COMPLETE THESE COLUMNS FOR ANY LOCATION WHERE 200 OR MORE EMPLOYEES WORK

Location	Location Address	City	State	Zip	# Of Empl	# Of Shifts	Floors Occupied	# of Stories	Year Built	Building Construction Code (See Above List)	Has the building been retrofitted for earthquake?
WPC Maintenance	1800 Vermont Road	Huntsville	AL	35802	56	1	2	2			
Public Works North Mice./Fleet	2854 Jordan Lane	Huntsville	AL	35805	31	1	1	1			
Landscape Management North Mice.	3147-Lodge Road	Huntsville	AL	35805	26	1	1	1			
Landscape Management North Mice.	3143-D Lodge Road	Huntsville	AL	35805	67	1	1	1			
Green Team/Work Release	7047707 Fiber Street	Huntsville	AL	35801	23	1	1	1			
Public Works Shop/Admin/Fleet	2739 Johnson Road	Huntsville	AL	35804	40	1	2	2			
Monte Sano Sewer Maintenance	1008 Monte Sano Boulevard	Huntsville	AL	35801	2	1	1	1			
Landscape/Railroad Spur	418 Cleveland Road	Huntsville	AL	35801	19	1	1	1			
Metro Kiwanis Sportsplex	3590 Patton Road	Huntsville	AL	35805	6	1	2	2			
Jim Williams Aquatic Center	903 Monroe Street	Huntsville	AL	35801	14	1	1	1			
Braham Spring Natatorium	2213 Drake Avenue	Huntsville	AL	35805	16	1	1	1			
Westside Center	125 Earl Street	Huntsville	AL	35805	6	1	1	1			
Lakewood Center	3601 Kenwood Drive	Huntsville	AL	35810	3	1	1	1			
Calvary Hill Center	2900 Fairbanks Avenue	Huntsville	AL	35810	5	1	1	1			
Scruggs Center	600 Davis Circle	Huntsville	AL	35801	5	1	1	1			
Braham Spring Rec Center	3770 Ivy Avenue	Huntsville	AL	35805	11	1	2	2			
Westside Gym	125 Earl Street	Huntsville	AL	35805	7	1	1	1			
Jaycee Building	2160 Airport Road	Huntsville	AL	35801	4	1	1	1			
Dr. Richard Showers Pool	4600 Blue Spring Road	Huntsville	AL	35810	13	1	1	1			
Max Luther Rec Center	301 Max Luther Drive	Huntsville	AL	35811	4	1	2	2			
Optimist Park Rec Center	709 Oakwood Avenue	Huntsville	AL	35811	6	1	1	1			
Farm Bell Rec Center	107-A Sanders Drive	Huntsville	AL	35802	6	1	1	1			
Max Luther Learning Center	301 Max Luther Drive	Huntsville	AL	35811	1	1	2	2			
WPC Plants 1 & 3	1800 Vermont Road	Huntsville	AL	35802	12	3	1	1			
Communications 911 Call Center	5827 Oakwood Road	Huntsville	AL	35806	47	3	1	1			
Landscape Athletics	2413 9th Avenue	Huntsville	AL	35810	38	1	1	1			
Berachah Gym	3011 B Sparkman Drive	Huntsville	AL	35801	3	1	1	1			
Challenger Gym	13555 Chaney Thompson Rd	Huntsville	AL	35803	3	1	1	1			
Merrimack Soccer Complex	3501 Triana Blvd	Huntsville	AL	35805	4	1	1	1			
Williams Gym	155 B Barren Fork	Huntsville	AL	35805	3	1	1	1			
WPC Plant 4	733 Landess Circle	Madison	AL	35758	6	3	1	1			
WPC Plant 2	13331 S Memorial Pkwy	Madison	AL	35758	6	3	1	1			
WPC Plant 5	907 Was Taylor Road	Huntsville	AL	35803	6	3	1	1			
WPC Plant 6	260 Roundbar Drive	Ryland	AL	35767	2	2	1	1			
Burritt Museum	3101 Burritt Drive	Brownsboro	AL	35741	6	3	1	1			
WPC New Construction	1800 Vermont Road	Huntsville	AL	35801	28	1	1	1			
Early Works	404 Madison Street	Huntsville	AL	35802	11	1	1	1			
Alabama Constitution Village	109 Gates Avenue	Huntsville	AL	35801	29	1	1	2			
Historic Huntsville Depot	320 Church Street	Huntsville	AL	35801	24	1	2	2			
Public Works	4240 East Schrimsher	Huntsville	AL	35801	21	1	3	3			
					2209	1	1	1			

**APPLICANT'S NAME:** City of Huntsville, Alabama

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Completion of this application creates no obligation upon the applicant to accept insurance or upon the company to offer such insurance; however, in the event that such is accepted by the applicant or that it is issued by the company, this application will form the basis for that acceptance and issuance.

Florida      *Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.*

New Jersey      *Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.*

New York      *Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.*

Louisiana      *Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.*

Other States      *Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statement is guilty of insurance fraud.*

Applicant: \_\_\_\_\_ Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Signature: \_\_\_\_\_

# BrentRe

BRENTWOOD REINSURANCE INTERMEDIARIES, INC.

P.O. BOX 1949  
Brentwood, TN 37024-1949  
Phone: 615.263.1300  
Fax: 615.263.1305  
www.brentre.com

## CONFIRMATION OF COVERAGE

NAME INSURED EMPLOYER: City of Huntsville  
ADDRESS: P.O. Box 308, Huntsville, AL 35804  
INSURER: Safety National Casualty Corporation  
POLICY NUMBER: SP 4049582  
TYPE OF INSURANCE: Specific Excess Workers' Compensation and  
Employers' Liability Insurance  
LOCATION(S): Alabama  
POLICY PERIOD: October 1, 2013 to October 1, 2014

Self-Insured Retention per Occurrence for Police Officers	\$750,000
Self-Insured Retention per Occurrence for Firefighters	\$750,000
Self-Insured Retention per Occurrence for All Others	\$750,000
Maximum Limit of Indemnity per Occurrence	Statutory
Employers' Liability Maximum Limit of Indemnity per Occurrence	\$1,000,000
Premium Rate:	0.1972 per \$100 of Payroll
Deposit Premium for the Payroll Reporting Period:	\$194,735
Minimum Premium for Liability Period:	\$184,998

This Confirmation of Coverage is issued with the authority of the insurer(s) and is issued by the undersigned without any liability whatsoever as an insurer. This Confirmation of Coverage is effective October 1, 2013 to policy issuance and is subject to all the terms and conditions of, and shall be automatically terminated and superseded by, the Excess Workers' Compensation Agreement and Employers' Liability Insurance Agreement when issued by Safety National Casualty Corporation.

ISSUED AT BRENTWOOD, TN.

SIGNED:  DATE: 9/18/13

NAME/TITLE: Dawn Wilson/Vice President

ACCEPTED ON BEHALF OF:  
CITY OF HUNTSVILLE

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME/TITLE: \_\_\_\_\_

SPECIFIC 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.

**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 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, reassignment, 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 provision of any law that provides non-occupational disability benefits.
- (4) "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.
- (5) "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.
- (6) "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, 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 12 of the Declarations, the EMPLOYER shall pay to the CORPORATION the amount of the Deposit Premium specified in Item 11 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 9 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 2<sup>nd</sup> or 3<sup>rd</sup> 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. 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 EMPLOYER or the CORPORATION from any party or source that may

mitigate any 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 Earned Premium shall be the product of the Premium Rate (Item 9) times the Manual or Standard Premium (or the Total Annual Remuneration) so arrived at, but not less than 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.

If the CORPORATION cancels for any other reason, the Manual or Standard Premium (or the Total Annual Remuneration) shall be determined upon a pro rata basis and the 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.

**S. Sole Representative**

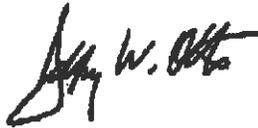
If more than one EMPLOYER is named in Item 1 of the Declarations, or an endorsement related thereto, the EMPLOYER first named in Item 1, or a related endorsement, will act on behalf of all EMPLOYERS to give or receive notice of cancellation, to receive return premium or reimbursement, or to request changes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



Secretary



President

**EXCESS WORKERS' COMPENSATION AND  
EMPLOYERS' LIABILITY AGREEMENTS**

**NOTICE  
REGARDING CHANGE  
IN SAFETY NATIONAL  
ENDORSEMENT FORM NUMBERS**

Please be advised that, due to state system limitations regarding endorsement form numbering, Safety National has revised the form numbering for all its excess workers' compensation and employers' liability endorsements.

The "XWC" that previously preceded each endorsement form number is now generated by our system to print at the end of the form number rather than the beginning. While the endorsement form number appears differently, the content of your endorsement(s) has not been modified.

All quote or schedule references to endorsement form numbers beginning with "XWC" shall be construed to be modified by changing the "XWC" to "(XWC)" and placing it at the end of the endorsement form number.