

CITY COUNCIL AGENDA ITEM COVER MEMO

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

Meeting Type: Regular

Meeting Date: Sep 11, 2014

Action Requested By: Human Resources

Agenda Type: Resolution

Subject Matter:

Authorization to renew a group accident policy with Markel Insurance Company effective October 1, 2014 to September 30, 2015 to cover volunteer workers.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to renew a group accident policy for volunteer workers with Markel Insurance Company

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 th renewal of a group accident policy for individuals who volunteer at the City of Huntsville.

Associated Cost: \$350.00

Budgeted Item: \_\_\_\_\_

MAYOR RECOMMENDS OR CONCURS: \_\_\_\_\_

Department Head: *Byron K Thomas*

Date: 8/29/14

## ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Human Resources

Council Meeting Date: 9/11/2014

Department Contact: Cindy Lehman

Phone # 256-427-5244

Contract or Agreement: Authorization to renew accident policy with Markel Insurance Company

Document Name: Blanket Accident and Health Policy - Special Risk

City Obligation Amount: \$350.00

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	<i>[Signature]</i>	8/29/14
2) Legal	<i>[Signature]</i>	9/3/14
3) Finance	<i>[Signature]</i>	9/3
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

**RESOLUTION NO. 14-\_\_\_\_\_**

**WHEREAS** the City of Huntsville wishes to renew a group accident insurance policy for volunteer workers; and

**WHEREAS**, the City desires to execute an authorization to renew with Markel Insurance Company on October 1, 2014.

**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 an authorization to renew, and other related documents with Markel Insurance Company on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, regarding the issuance of a group accident policy for volunteer workers at the City of Huntsville, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as Authorization to Renew, one (1) page plus eleven (11) pages consisting of related documents and the date of September 11, 2014, 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 11<sup>th</sup> day of September, 2014.

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

**APPROVED** this the 11<sup>th</sup> day of September, 2014.

\_\_\_\_\_  
Mayor of the City of  
Huntsville, Alabama

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## AUTHORIZATION TO RENEW

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**Named Insured:** City of Huntsville  
**Effective Date:** October 1, 2014 to October 1, 2015  
**Insurance Description:** Group Accident—Volunteers  
**Coverage Terms:** As Expiring Period—Form Attached  
**2014-2015 Rate:** \$3.50 per volunteer (Subject to \$350 Minimum Premium)

**Estimated Number of  
Volunteers for 2014-15:** 78

**Choose the appropriate option:**

- I hereby authorize J. Smith Lanier & Co. to bind my coverage per the terms and conditions outlined in this document.

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Date*

- I hereby authorize J. Smith Lanier & Co to bind my coverage with changes as stated below. I understand these changes may result in possible additional underwriting requirements or more/less premium.

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Date*



**J. Smith Lanier & Co.**  
*Insuring People and Business Since 1868*

\_\_\_\_\_  
President of the City Council of the  
City of Huntsville, Alabama  
Date: \_\_\_\_\_

A STOCK COMPANY



# MARKEL INSURANCE COMPANY

Shand Morahan Plaza, Evanston, Illinois 60201

## **BLANKET ACCIDENT AND HEALTH POLICY SPECIAL RISK**

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THE ATTACHED DECLARATIONS PAGE, SPECIAL POLICY CONDITIONS, FORMS,  
AND ENDORSEMENTS COMPLETE THIS POLICY

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## **SECTION 2 DEFINITIONS**

You, your or yours mean the Policyholder shown in Section 1.

We, us or our means Market Insurance Company.

Insured Person means a member of the class(es) of person(s) as shown in Section 1, while they are covered under this Policy.

Physician means any practitioner of the healing arts, licensed by the state in which he practices and acting within the scope of his license, including a duly licensed podiatrist, surgeon, osteopath, dentist, chiropractor, optometrist, psychologist, physical therapist and graduate nurse. Physician shall not include a member of the Insured's immediate family.

Hospital means a licensed institution including a tax-supported institution of the state which has on the premises, or prearranged access to, medical and surgical facilities. It must maintain permanent facilities for the care of overnight resident patients under the care of a Physician. It must have a Registered Nurse (R.N.) always on duty or call. Confinement in the special wing of a Hospital used primarily as a nursing, rest, convalescent or extended care facility is not confinement in a Hospital, unless such confinement is because of a lack of space in the Hospital's full service wing.

Ambulatory Surgical Center or Ambulatory Medical Center means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.

Loss means medical Expense caused by Injury or Sickness and covered by the Policy.

Injury means bodily harm caused by an accident which occurs while this Policy is in force and is the sole cause of the Loss.

Sickness means disease or illness which; (a) is first diagnosed and treated while the Insured is covered under this Policy; and (b) causes a Loss to the Insured which is covered by this Policy. "Sickness" includes Normal Pregnancy and Complications of Pregnancy.

Pre-existing Condition means the existence of symptoms which would cause a person to seek diagnosis, care or treatment within a one-year period preceding the effective date of coverage of the Insured Person, or a condition for which medical advice or treatment was recommended by a Physician or received from a Physician within a one-year period preceding the effective date of coverage of the Insured Person.

Complications of Pregnancy means conditions whose diagnoses are distinct from pregnancy, but are adversely affected by or are caused by pregnancy. Such complications include, but are not limited to: a) acute nephritis; b) nephrosis; c) cardiac decompensation; d) missed abortion; e) hyperemesis gravidarum; f) preeclampsia; and g) similar medical and surgical conditions of comparable severity. Complications of Pregnancy also includes: a) nonelective Cesarean section; b) ectopic pregnancy which is terminated; and c) spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible. Complications of Pregnancy shall not mean: a) false labor; b) occasional spotting; c) Physician prescribed rest during the period of Pregnancy; d) morning sickness; or e) similar conditions associated with the management of a difficult pregnancy, but not constituting a distinct Complication of Pregnancy.

Prescription Medicines or Drugs means any medicine or drug,

under applicable state law, that is dispensed only with a written prescription from a Physician and has a label bearing the legend: "Caution: Federal Law prohibits the dispensing without a prescription." It is also any mixed medicine with at least one ingredient bearing the above legend.

Expense means the Usual and Customary charges for Medically Necessary treatment, service or supplies. Such Expense shall not include any amount not customarily charged to persons without insurance.

Usual and Customary Expense means an Expense which (a) is charged for treatment, supplies or medical services Medically Necessary to treat the Insured's condition; and (b) does not exceed the usual level of charges made for similar treatment, supplies or medical services in the locality where the Expense is incurred.

Medically Necessary means medical services, supplies or treatment authorized by a Physician to treat an Insured Person's bodily Injury or Sickness which are: (a) consistent with the symptoms or diagnosis; (b) appropriate and accepted according to good medical practice standards; (c) not primarily for the convenience of the Insured Person, Physician or other providers; and (d) consistent with the most appropriate supply or level of services which can safely be provided to the patient.

The Aggregate Limit of Indemnity stated in Section 1 shall be the total limit of our liability for all coverages payable under the Policy with respect to all classes of Insured Persons arising out of Injury sustained by two or more Insured Persons as the result of any one accident. If the total of such indemnities exceed the Aggregate Limit of Indemnity, we shall not be liable to any one Insured Person for a greater proportion of such Insured Person's indemnity than said Aggregate Limit of Indemnity bears to the total indemnities afforded by the coverage to all such Insured Persons.

Deductible means the amount an Insured is required to pay as provided by the applicable coverage under this Policy in the event of a Loss.

Home Health Care Expenses means the care and treatment of an Insured who is under the care of a Physician, only if hospitalization or confinement in a skilled nursing facility as defined in title XVIII of the Social Security Act would otherwise have been required if home care was not provided, and the plan covering the Home Health Service is established and approved in writing by such Physician. Home care shall be provided by a certified home health agency possessing a valid certificate of approval issued pursuant to public health law.

## **SECTION 3 EFFECTIVE DATE, POLICY TERM, POLICY TERMINATION AND RENEWAL**

This Policy is effective on the Effective Date in Section 1 and expires on the Expiration Date. With our consent, it may be renewed by paying the renewal premium within the grace period in Section 5. Upon 60 days' prior written notice, we may change the premium rate, but not more often than once every twelve months. We reserve the right to refuse to renew the Policy.

## **SECTION 4 EFFECTIVE DATE OF INDIVIDUAL INSURANCE**

The persons eligible for inclusion as Insured Persons shall be all persons denoted in classifications described in Section 1.

Insurance for such eligible persons shall become effective with respect to the activity and/or trip covered and benefits designated in Section 1 on the effective date in Section 1.

The insurance for any Insured shall terminate on the earliest of the following dates:

1. The date the Policy expires;
2. The premium due date if you fail to pay the required premium for the Insured, subject to the Grace Period, except as the result of inadvertent error; or
3. The date the Insured ceases to be a member of any class, as shown in Section 1.

Termination of coverage will not affect any claim which starts before termination.

## **SECTION 5 POLICY PROVISIONS**

### **Entire Contract; Changes**

This Policy and endorsements signed by the Policyholder and Insurer are the entire contract. Any change, modification or waiver of this Policy or a certificate issued under it must be in writing and signed by one of the following: our President; our Vice-President; a Secretary; or Assistant Secretary.

### **Grace Period**

This Policy has a 31 day grace period. If the premium is not paid by the due date, it may be paid during the 31 days immediately following the due date. The Policy will remain in force during the grace period. The grace period does not apply:

- (a) to the first premium due; or
- (b) to premiums due thereafter if we have given you 60 days' prior notice that we will not renew the Policy.

### **Notice of Claim**

Notice of Claim must be given to us within 30 days after a Loss occurs, or as soon thereafter as possible. The notice can be given to us at P. O. Box 2039, Glen Allen, VA 23058-2039. Notice should include the Insured Person's name and Policy Number.

### **Claim Forms**

When we receive the notice of claim, we will send the Insured Proof of Loss forms. If we do not send these forms within 15 days, the Insured can meet the Proof of Loss requirement by giving us a written statement of the nature and extent of Loss within the time limit in the Proofs of Loss Section.

### **Proofs of Loss**

Written Proof of Loss must be given to us within 90 days after such Loss. We will not deny or reduce any claim because proof is not filed within this time, if it is filed as soon as reasonably possible. In any event, the proof required must be given, unless the claimant is legally incapacitated.

### **Time of Payment of Claims**

After receiving written Proof of Loss, we will immediately pay all benefits as they accrue.

### **Payment of Claims**

After receiving written Proof of Loss, we will pay all benefits to the Insured, if living, or at the Insured's request, to the Hospital or person rendering services. It is not required that the services be rendered by a particular Hospital or person.

Benefits for accidental death, if any, will be paid to the named beneficiary, other than the policyholder or an officer thereof, if then living. If no beneficiary is named, or the named beneficiary predeceases the insured, benefits will be paid to the Insured's estate.

Discontinuance of this Policy will not prejudice any claim incurred while this Policy is in force.

### **Physical Examination**

We, at our expense, have the right to have any Insured examined by a Physician of our choice as often as reasonably necessary, while a claim is pending.

### **Legal Actions**

No legal action may be brought to recover on this Policy: (a) within 60 days after written Proof of Loss has been given as required; or (b) after 6 years from the time written Proof of Loss is required, or after the expiration of the applicable statute of limitations, if greater.

### **Change of Beneficiary**

The Insured can change the beneficiary at any time giving us written notice. The beneficiary's consent is not required for this or any other change in the coverage.

### **Conformity With State Statutes**

Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which it is issued or in which the Insured Person resides, is hereby amended to conform to the minimum requirements of such statutes.

### **Assignment**

This Policy and an Insured's coverage may not be assigned.

### **Records Maintained**

You must maintain adequate records of this insurance.

### **Examination and Audit**

At any reasonable time and for any purpose relating to this Policy, your records shall be open for our inspection and audit. Such examination may be made during the Policy term; within 3 years after the Policy is terminated; or until final settlement of all claims hereunder, whichever is later.

### **Subrogation**

When benefits are paid to or for an Insured Person under the terms of this Policy, we will be subrogated, unless otherwise prohibited by law, to the rights of recovery of such Insured Person once the Insured has been indemnified for his Loss, against any person who might be acknowledged liable or found legally liable by a Court of competent jurisdiction for the Injury or Sickness that necessitated the hospitalization or the medical or

the surgical treatment for which the benefits were paid. Such subrogation rights shall extend only to the recovery by us of the benefits we have paid for such hospitalization and treatment and we shall pay fees and costs associated with such recovery.

**Right of Recovery**

Payments made by us which exceed the Covered Expenses (after allowance for Deductible and coinsurance clauses, if any) payable hereunder, shall be recoverable by us from or among any persons, firms, or corporations to or for whom such payments were made.

**Workers' Compensation**

This Policy is not in place of and does not affect any requirement for such coverage by workers' compensation insurance.

**SECTION 6 COVERAGE**

All Policy benefits are as indicated in Section 1 – Schedule of Insurance and as described herein, or in riders attached to and made a part of this Policy.

**Accident Medical Expense Benefit**

When an Insured's Injury requires:

- (a) treatment by a Physician;
- (b) Hospital services;
- (c) services of a licensed practical nurse or RN;
- (d) x-ray services;
- (e) use of operating room, anesthesia (including the administration thereof), laboratory service;
- (f) use of an ambulance;
- (g) use of an Ambulatory Surgical Center or Ambulatory Medical Center;
- (h) if ordered by a Physician, prescription medicines, drugs, or any other therapeutic services or supplies; or
- (i) Home Health Care Expenses,

we will pay the Expense, subject to the Coinsurance Percentage, incurred within the Benefit Period after the date of the accident that exceeds the Deductible Amount. Our payment will not exceed the Aggregate Maximum for a single accident.

The Deductible Amount, Coinsurance Percentage, Benefit Period and the Aggregate Maximum are shown in Section 1 – Schedule of Insurance. These amounts apply to each Insured.

**Accidental Death and Dismemberment Benefits**

Accidental Death and Dismemberment Insurance covers the Insured for a Loss as shown below. The Loss must result from an accident, directly and independently of all other causes. The accident must take place while the person is an Insured under this Policy. Also, the LOSS must take place within 52 weeks after the accident.

The following table shows the amounts we will pay:

For Loss of	Amount
Life	Principal
Both hands or both feet or sight of both eyes	Principal
One hand and one foot	Principal
One hand and sight of one eye	Principal
One foot and sight of one eye	Principal

One hand or one foot or sight of one eye     ½ the Principal

The most we will pay for all Losses to an Insured as the result of one accident is the Principal shown on the Schedule.

Loss to hands and feet means severance at or above the wrist or ankle joints. Loss of sight means total and irrecoverable loss of sight.

**Accidental Death and Dismemberment Benefits Limitations**

We will not pay for a Loss caused in any way by:

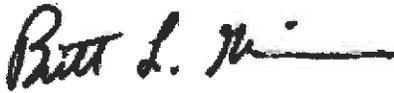
1. bodily or mental infirmity or illness;
2. infection; except pyogenic or bacterial infection in a cut or wound caused by an accident;
3. medical or surgical treatment; except for surgery which results from an accident;
4. air travel, other than as a fare-paying passenger on a scheduled commercial flight;
5. war or act of war;
6. taking part in a riot or felony; this shall not include being a victim of a felony;
7. suicide; attempted suicide or intentional self-inflicted injury.

**SECTION 7 EXCLUSIONS**

The Policy does not cover Loss nor provide benefits for:

1. Expenses for treatment on or to the teeth, except for treatment resulting from Injury to natural teeth;
2. Services normally provided without charge by you or your employees;
3. Eyeglasses, hearing aids, and examination for the prescription or fitting thereof;
4. Suicide, attempted suicide or intentionally self-inflicted Injury;
5. Injury due to participation in a riot;
6. Cosmetic Surgery. Cosmetic surgery does not include reconstructive surgery made medically necessary due to a covered accident or Sickness which results in trauma, infection or other diseases of the involved part;
7. Loss resulting from air travel, except as a fare-paying passenger on a commercial airline;
8. Injury or Sickness resulting from any declared or undeclared war;
9. Injury or Sickness while in the armed forces of any country. When an Insured enters such armed forces, we will refund the unearned pro rata premium to the Insured;
10. Injury or Sickness covered by any workers' compensation or occupational disease law;

11. Treatment provided in a governmental Hospital unless the Insured is legally obligated to pay such charges;
12. Infections except pyogenic or bacterial infections caused wholly by a covered Injury or Sickness;
13. Hernia, unless it results from a covered Injury;
14. The Insured's being intoxicated or under the influence of any narcotic unless administered on the advice of a Physician;
15. Claims occurring while parachuting or hang-gliding; or Injury sustained while traveling in or on any two or three-wheeled motor vehicle operated by a person who does not hold a valid operator's license;
16. Pre-existing Conditions as defined in Section 2, Definitions.



President



Secretary

Service Address:  
Markel Insurance Company  
P.O.Box 3870  
Glen Allen, VA 23058-3870  
(800) 431-1270

# Markel Insurance Company

Endorsement No. 1

Markel Insurance Company's address is hereby changed to:

Markel Insurance Company  
Ten Parkway North  
Deerfield, Illinois 60015

Nothing herein contained shall be held to vary, alter, waive or extend any of the Agreements, Conditions, Declarations, Exclusions, Limitations, or Terms of the undermentioned Policy other than as stated hereon.

Effective date October 1, 2010 Attached to and forming part of Policy No. MAR15545

of Markel Insurance Company

issued to City of Huntsville – Volunteer Workers



President



Secretary

# Markel Insurance Company

Endorsement No. 2

It is hereby understood and agreed:

## SECTION 2, DEFINITIONS:

"Benefit Period" means the time during which an Insured Person's incurred expense for a covered injury or sickness is eligible for reimbursement. The "Benefit Period" selected starts on the date of the accident for an injury or the date of the first treatment for a sickness.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Agreements, Conditions, Declarations, Exclusions, Limitations, or Terms of the undermentioned Policy other than as stated hereon.

Effective date October 1, 2010 Attached to and forming part of Policy No. MAR15545

of Markel Insurance Company

issued to City of Huntsville – Volunteer Workers

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

# Markel Insurance Company

Endorsement No. 3

For the premium charged and paid it is agreed that:

MSR100, SECTION 2, DEFINITIONS:

ADD: Accident means a sudden, unexpected and unintended event which is identifiable and caused solely by an external physical force resulting in Injury to an Insured person. Accident does not include a Loss due to or contributed to by disease or Sickness.

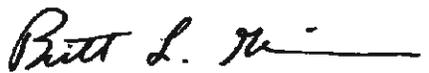
This rider is attached to and becomes a part of this Policy.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Agreements, Conditions, Declarations, Exclusions, Limitations, or Terms of the undermentioned Policy other than as stated hereon.

Effective date October 1, 2010 Attached to and forming part of Policy No. MAR15545

of Markel Insurance Company

issued to City of Huntsville – Volunteer Workers

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary



# MARKEL INSURANCE COMPANY

4600 Cox Road Glen Allen, Virginia 23060-9817 P.O. Box 3870, Glen Allen, Virginia 23058-3870

01-31-2002

## NOTICE OF MARKEL INSURANCE COMPANY'S PRIVACY POLICY

While information is the cornerstone of our ability to provide superior service to you, our most important asset is our customer's trust. Keeping customer information secure is a top priority for all of us at Markel. We intend to use information collected only in the normal course of our business and as permitted by law. Following is our privacy policy to our individual customers.

We collect nonpublic personal information about you from the following sources:

- \* Information we receive from you on applications or other forms
- \* Information about your transactions with us, our affiliates or others, and
- \* Information we receive from a consumer reporting agency.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We may disclose nonpublic personal information about you to third party financial service providers, such as your insurance agent and/or broker. We may also disclose nonpublic personal information about you to non-affiliated third parties as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with applicable standards to guard your nonpublic personal information.

For further information, please contact us at 1-800-431-1270.

## IMPORTANT PRIVACY NOTICE - PLEASE READ

Markel Insurance Company is committed to safeguarding your privacy. We understand your concerns regarding the privacy of your nonpublic personal financial information, and want to assure you that we do not sell this information to anyone for marketing or other purposes. We only use and share this type of information with non-affiliated third parties for purposes of underwriting insurance, administering your policy or claim and other purposes permitted by law, such as disclosures to insurance regulatory authorities or in response to legal process.

Federal law and the various state insurance departments regulate what types of disclosures are acceptable. For example, we are permitted to disclose nonpublic personal financial information as necessary to administer your policy or claim. Representative types of non-affiliated third parties that may be involved in your insurance transaction include the following individuals or organizations:

- \* Your insurance agent, broker or agency.
- \* A government agency or other organization pursuant to an examination of our records and/or practices.
- \* Your attorney, trustee or anyone else who has a legal interest in your policy.
- \* Persons to whom a court requires us, by order or subpoena, to provide information.
- \* Claims adjusters or investigators.
- \* An insurance support organization to prevent or prosecute fraud.
- \* Insurance rate advising organizations.
- \* Reinsurers.

We have and maintain strict policies and procedures to protect the confidentiality of your nonpublic personal financial information. We maintain physical, electronic and procedural safeguards to protect this information from unauthorized access. Access to your information is restricted to those individuals having a business need for such information.

At Markel Insurance Company, we take your privacy very seriously. Enclosed you will find our privacy notice with your policy.