

# Huntsville, Alabama

305 Fountain Circle Huntsville, AL 35801

## Cover Memo

Meeting Type: City Council Regular Meeting Meeting Date: 9/25/2025 File ID: TMP-6012	,
Department: Human Resources	
Subject: Type of Action: Approval/Action	
Resolution authorizing the Mayor to execute an authorization to renew a group accident policy for volunte with Markel Insurance Company.	ers
Choose an item.	
Finance Information:	
Account Number: N/A	
City Cost Amount: \$350	
Total Cost: \$350	
Special Circumstances:	
Grant Funded: N/A	
Grant Title - CFDA or granting Agency: N/A	
Resolution #: N/A	
Location: (list below)	
Address:  District: District 1 □ District 2 □ District 3 □ District 4 □ District 5 □	
Additional Comments:	

#### RESOLUTION NO. 25-\_\_\_

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

**WHEREAS**, the City desires to commence the agreement with Markel Insurance Company on October 1, 2025.

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, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Confirmation of Coverage" and related documents consisting of consisting of Eighteen (18) pages, 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 2	5th day of September 2025.	
	President of the City Council of	
	the City of Huntsville, Alabama	
APPROVED this the	25th day of September 2025.	
	Mayor of the City of	
	Huntsville, Alabama	



Marsh & McLennan Agency LLC 206 Exchange Place Huntsville, AL 35806-2300 256-890-9000 www.marshmma.com

# **CONFIRMATION OF COVERAGE**

NAMED INSURED EMPLOYER:

CITY OF HUNTSVILLE, AL

ADDRESS:

P.O. BOX 305 HUNTSVILLE, AL 35804

POLICY NUMBER:

To Be Determined

TYPE OF INSURANCE:

Accident/Volunteer Policy

LOCATION:

**ALABAMA** 

POLICY LIABILITY PERIOD: REPORTING PERIOD:

October 1, 2025 through October 1, 2026 October 1, 2025 through October 1, 2026

This Confirmation of Coverage is issued with the authority of the Markel Insurance Company. This confirmation of Coverage is effective October 01, 2025 to policy issuance and is subject to all the terms and conditions of, and shall be automatically terminated and superseded by, the Accident /Volunteer Policy Agreement when issued by Markel Insurance Company.

COVERAGE	BENEFIT AMOUNT	PREMIUM
AGGREGATE LIMIT OF INDEMNITY	\$250,000	INCL
ACCIDENT MEDICAL EXPENSE BENEFIT		INCL
DEDUCTIBLE AMOUNT	\$25	
COINSURANCE PERCENTAGE	100%	
BENEFIT PERIOD	52 Weeks	
AGGREGATE MAXIMUM	\$2,500	
ACCIDENTAL DEATH AND DISMEMBERMENT	2	INCL
BENEFITS PRINCIPAL SUM	<u>\$10,000</u>	
SICKNESS MEDICAL EXPENSE BENEFIT		N/A
DEDUCTIBLE AMOUNT	NIL	
COINSURANCE PERCENTAGE	NIL	
BENEFIT PERIOD	NIL	
AGGREGATE MAXIMUM	NIL	
CATASTROPHIC INJURY BENEFIT		N/A
BENEFIT MAXIMUM	NIL	.———
MONTHLY INSTALLMENT	NIL	
TOTAL TEMPORARY DISABILITY BENEFIT		N/A
BENEFITS COMMENCE WITH THE	NIL DA	Υ
RATE PER WEEK	NIL	
PERCENT OF BASIC EARNINGS	NIL	
MAXIMUM PERIOD		EKS
		TOTAL: \$350

SIGNED: James D Thornton, CIC Vice President	DATE: E/17/25
ACCEPTED ON BEHALF OF: CITY OF HUNTSVILLE	
SIGNED: Tommy Battle, Mayor	DATE:  President of the City Council of the

City of

Huntsville, Alabama

Date:

Coverage Description

# Client Authorization to Bind Coverage

#### LINES OF COVERAGE TO BIND

Excess Wok	ers' Compensat	iom	10/01/25	
Blanket Accid	dent Policy		10/01/25	
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				*
(Please initial)	)		*	ě
	Bind as Propos	sed		
	Bind with the fo	ollowing changes		
		K:		
	*			
Authorized Sig	gnature			
Title/Position				
Date				

**Effective Dates** 

No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.





# MARKEL INSURANCE COMPANY

Shand Morahan Plaza, Evanston, Illinois 60201

## BLANKET ACCIDENT AND HEALTH POLICY SPECIAL RISK

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

#### SECTION 2 DEFINITIONS

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

We, us or our means Markel Insurance Company,

Insured 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 mean 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 sections; 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 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 this 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:
- 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
- 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: P. O. Box 2039, Glen Allen, VA 23058-2309. 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 the 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 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 coverage.

#### **Conformity With State Statutes**

Any provisions 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) us 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 amount we will pay:

For Loss of

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 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;

The West

- infection; except pyogenic or bacterial infection in a cut or wound caused by an accident;
- medical or surgical treatment; except for surgery which results from an accident;

air travel, other than as a fare-paying passenger on a scheduled commercial flight;

- 4 war or act of war;
- 5 taking part in a riot or felony; this shall not include being a victim of a felony;
- 6. suicide; attempted suicide or intentional self-inflicted Injury.

#### SECTION 7 EXCLUSIONS

The Policy does not cover Loss nor provide benefits for:

- Expenses for treatment on or to the teeth, except for treatment resulting from Injury to natural teeth;
- Services normally provided without charge by you or your employees;
- 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;
- 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 disease 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:
- 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;
- 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;
- 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 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

Katheleen anne Sturgson

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

Evanston, Illinois 60201

(A Stock Insurance Company, Herein Called the Company)

POLICY NUMBER: MAR15545

AGREES with the Policyholder, named below in consideration of the payment of the premium and subject to the Limits of liability, exclusions, conditions and other terms of the policy:

TO PAY the benefits described in Item 4, Coverage.

SECTION I

SCHEDULE

Name of Policyholder:

City of Huntsville - Volunteer Workers

Address:

PO Box 308

Huntsville, AL 35804

2. Policy Period From: October 1, 2025 to October 1, 2026

at 12:01 A.M. Standard Time at your mailing address shown above.

3. Class of Insured Persons: All volunteer workers of the Policyholder for whom premium has been paid.

Description of Hazards Covered: Insured persons are covered for Injury resulting from an Accident which occurs directly from; 1) activities that are scheduled, sponsored or supervised by the policyholder; or 2) premises owned, leased or borrowed by the policyholder, or 3) travel scheduled, sponsored or supervised by the policyholder.

Coverage:

THE POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS AND RIDERS. THE BENEFIT AMOUNT SHOWN IS THE LIMIT SELECTED BY THE POLICYHOLDER, IF THE COVERAGE WAS NOT REQUESTED BY THE POLICYHOLDER, THAT IS INDICATED BY THE WORD NIL THE PREMIUM FOR EACH COVERAGE IS ALSO SHOWN AS IS THE TOTAL PREMIUM AT THE BOTTOM OF THE SCHEDULE

COVERAGE	BENEFIT AMOUNT	PREMIUM
AGGREGATE LIMIT OF INDEMNITY	\$250,000	INCL
ACCIDENT MEDICAL EXPENSE BENEFIT  DEDUCTIBLE AMOUNT  COINSURANCE PERCENTAGE  BENEFIT PERIOD  AGGREGATE MAXIMUM	\$25 100% 52 Weeks \$2,500	INCL
ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS PRINCIPAL SUM	\$10,000	INCL
SICKNESS MEDICAL EXPENSE BENEFIT  DEDUCTIBLE AMOUNT  COINSURANCE PERCENTAGE  BENEFIT PERIOD  AGGREGATE MAXIMUM	NIL NIL NIL	N/A
CATASTROPHIC INJURY BENEFIT BENEFIT MAXIMUM MONTHLY INSTALLMENT	NIL NIL	N/A
TOTAL TEMPORARY DISABILITY BENEFIT BENEFITS COMMENCE WITH THE RATE PER WEEK PERCENT OF BASIC EARNINGS MAXIMUM PERIOD	NIL DAY NIL NIL WEE	N/A
		TOTAL: \$350.00

- 5	5. Fo	rm(s) and endorsement(s) made a part of the policy at the time of issue
	MS	SR100 (1/95), MSR101 (1/95), MSR128AD (2/20), MSR128bp, MSR128 (1/04), MIL1214 (09/17), MPIL1007 (3/14) PIL1083(4/15), PN-MEP(2/09)
		N 1 1 - P- No.

Countersigned by Licensed Resident Agent
BLANKET ACCIDENT AND HEALTH POLICY

MSR 101 (1/95)

Endorsement No. \_\_\_\_\_1\_\_

Markel Insurance Company's address is hereby changed to:
Markel Insurance Company 10275 West Higgins Road, Suite 750
Rosemont, Illinois 60018
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, 2025 Attached to and forming part of Policy No. MAR15545
ofMarkel Insurance Company
issued to City of Huntsville – Volunteer Workers
Lathleen anne Sturgeon
President Secretary
MSR128-AD (2/20)

	Endorsement No.	2
It is hereby understood and agreed:		
SECTION 2, DEFINITIONS:		
"Benefit Period" means the time during wh for a covered injury or sickness is eligible to Period" selected starts on the date of the a first treatment for a sickness.	for reimbursement. The "Benefit	
Nothing herein contained shall be held to vary, alt Declarations, Exclusions, Limitations, or Terms of	er, waive or extend any of the Agreement the undermentioned Policy other than as s	s, Conditions, stated hereon.
Effective date October 1, 2025 Attached	to and forming part of Policy NoM	AR15545
ofMarkel Insurance Company		
issued toCity of Huntsville – Volunteer Wor	kers	
Ma mul.	Kapileen anne Sturgeon	
President	Secretary	

MSR128bp

Endorsem	nent 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 ide solely by an external physical force resulting in Injury to an Insured Person. Accident to or contributed to by disease or Sickness.	ntifiable and ident does n	caused ot include a
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 Declarations, Exclusions, Limitations, or Terms of the undermentioned Policy ot	e Agreement her than as	ts, Conditions stated hereon
Effective date October 1, 2025 Attached to and forming part of Policy	NoM	AR15545
ofMarkel Insurance Company		
issued toCity of Huntsville – Volunteer Workers		
	•	
Lathleen anne Stu	rgeon	
President Secretary	<b>×</b>	

MSR128 (1/04)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

#### **Trade Or Economic Sanctions**

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.



# NOTICE TO POLICYHOLDERS

The policy to which this notice is attached is subject to a minimum, fully earned premium of \$350.

Should you have any questions regarding this, such questions should be directed to us (the Company) or to your agent.

PN-MEP(2/09)



## **PRIVACY NOTICE**

### U. S. Consumer Privacy Notice

Rev. 1/1/2020

FACTS	WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION?
Why?	In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state law also requires Us to tell you how We collect, share, and protect your personal information. Please read this notice carefully to understand what We do.
What?	The types of personal information We collect and share depend on the product or service you have with Us. This information can include:
	<ul> <li>your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver's license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others;</li> </ul>
	<ul> <li>your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others;</li> </ul>
	<ul> <li>your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records.</li> </ul>
	Personal information does not include:
	publicly-available information from government records;
	de-identified or aggregated consumer information.
	When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice.

MPIL 1007 01 20 Page 1 of 3

Reasons We can share your personal information	Do We share?	Can you limit this sharing?
For Our everyday business purposes and as required by law – such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, or report to credit bureaus	Yes	No
For Our marketing purposes – to offer Our products and services to you	Yes	No
For Joint Marketing with other financial companies	Yes	No
For Our Affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For Our Affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For Our Affiliates to market you	No	We don't share
For Nonaffiliates to market you	No	We don't share
Questions? Call (888) 560-4671 or email privacy@markel.com		

Who We are	
Who is providing this Notice?	A list of Our companies is located at the end of this Notice.

What We do	
How do We protect your personal information?	We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit <a href="https://www.markel.com/privacy-policy">www.markel.com/privacy-policy</a> .
How do We collect your personal information?	We collect your personal information, for example, when you  complete an application or other form for insurance  perform transactions with Us, Our Affiliates, or others  file an insurance claim or provide account information  use your credit or debit card  We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories.
Why can't you limit all sharing of your personal information?	<ul> <li>Federal law gives you the right to limit only</li> <li>sharing for Affiliates' everyday business purposes – information about your creditworthiness</li> <li>Affiliates from using your information to market to you</li> <li>sharing for Nonaffiliates to market to you</li> <li>State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law.</li> </ul>

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Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  • Our Affiliates include member companies of Markel Group.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law.
Joint Marketing	A formal agreement between Nonaffiliated companies that together market financial products or services to you.     Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you.

#### Other Important Information

For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA: Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit <a href="www.markel.com/privacy-policy">www.markel.com/privacy-policy</a>, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060.

We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement.

For Residents of CA: You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information.

For the categories of personal information We have collected from consumers within the last 12 months, please visit: <a href="https://www.markel.com/privacy-policy">www.markel.com/privacy-policy</a>.

For Residents of MA and ME: You may ask, in writing, for specific reason, for an adverse underwriting decision.

Markel Group of Companies Providing This Notice: City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel Insurance Company, Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc.

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# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- · Front organizations;
- Terrorists;
- Terrorist organizations, and
- · Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – https://www.treasury.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.