



# Huntsville, Alabama

# Cover Memo

Meeting Type: City Council Regular Meeting Meeting Date: 9/1	1/2025 <b>File ID:</b> TMP-5967
<b><u>Department:</u></b> Human Resources	
Subject: Ty	vpe of Action: Approval/Action
Resolution authorizing the Mayor to accept application for issuance & Forster General Underwriters for The North River Insurance Co	1
Resolution No.	
Finance Information:	
<b>Account Number:</b> 1005-00-00000-517040-00000000- and 7000-	16-00000-517040-00000000-
<b>City Cost Amount:</b> \$ 2,230,012.00	
<b>Total Cost: \$</b> 2,230,012.00	
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	4 □ District 5 □
Additional Comments: N/A	

## **RESOLUTION NO. 25-**

WHEREAS the City of Huntsville, wishes to accept application for issuance of medical stop loss insurance for the City's group health plan with Crum & Forster (formerly known as Partners Managing) The North River Insurance Company; and

**WHEREAS** the City desires to commence the coverage with The North River 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 accept an application for stop loss insurance coverage, and other related documents with Crum & Forster General Underwriters for The North River Insurance Company on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, regarding the issuance of a stop loss insurance policy for the City of Huntsville's group health insurance plan, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as The North River Insurance Company, Application for Stop Loss Insurance, five (5) pages, and the Medical Stop Loss Proposal, six (6) pages, and the date of September 11, 2025, 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 of the City of Huntsville, Alabama.

ADOPTED this the 11<sup>th</sup> day of September, 2025.

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

APPROVED this the 11<sup>th</sup> day of September, 2025.

Mayor of the City of Huntsville, Alabama

# THE NORTH RIVER INSURANCE COMPANY

Administrative Office: 5 Christopher Way, Eatontown, NJ 07724

## APPLICATION FOR STOP LOSS INSURANCE

App	lication	Instruct	ions:

- A. Whenever used in this Application, The North River Insurance Company shall mean (The Company).
- B. Whenever used in this Application, the term "Applicant" shall mean the insured and all subsidiaries.
- C. Include all requested underwriting information and attachments. Provide a complete response to all questions and attach additional pages if necessary.

1.	Full Legal Name of Applicant (Plan Sponsor): <u>City of Huntsville</u>						
	Street Address:						
	City: <u>Huntsville</u> State: <u>AL</u> Zip: <u>35801</u> Telephone: <u>256-427-5240</u>						
	Name of Primary	y Contact:	Lee Ar	ne Bo	Stick		6
	Telephone o	of Primary Contact:	256.43	1.524	4		£
	Federal Employe	er's Tax I.D.#: <u>63-60</u>	01296				
	Type of Entity:	☐ Corporation	☐ Partnership	D Propri	etorship	☑ Other	
2.	Business Type ar	nd Description: <u>Ger</u>	neral Governm	ent, NEC			
3.	Name and Addre	esses of Subsidiarie	sto be covere	d: N/A			
	Name:	Type of Business:	Relations	nip Addr	ess (City, Stat	e, Zip)	Number of Employees:
4.	Employees and o	dependents to be c	overed under	the stop los	s policy:		
••	X Actives	X_COBRA		Retirees		t actively at	work
	Total Employees	covered under the	Medical Plan	<u>2460</u>			
5.	Name of Admini	strator:	Blue	Cross Blue	Shield of Alab	ama	
6.	Name of Preferr	ed Provider Organiz	zation: <u>Blue</u>	Cross Blue	Shield of Alab	ama	
7.	Proposed Effective Date of Policy: October 01, 2025						
	Policy Period Rec						
		tober 01, 2025 to <u>s</u>	September 30	<u>2026</u> both	days at 12:01	a.m. at th	e principal address of the
	☐ Hospital domestic (inpatient) charge reimbursement limitations apply: <u>Not Applicable</u>						
8.	Full Name of Em	ployee Benefit Plar	n: City of Hunt	sville Group	Health Plan		

# AGGREGATE STOP LOSS INSURANCE

9.	Aggregate Stop	Loss Insurance re	equested under t	he Policy:	☐ Ye	s 🗹 No	
		E INCLUDED: Not					
		Medical	<u> </u>			Vision	
		Prescription Dru	g Card			Weekly Inco	me
		Prescription Dru	_			Other:	
	_	Dental	,				
10.		nefit Period for A	ggregate Stop Lo	ss Insuran	ce (check	one):	
10.	□ 12/12	□ 15/12	□ 24/12	□ PAI		<b>12/15</b>	□Other
	LJ 12/12	LJ 13/12	L 24/12			L 12, 20	
11.	Aggregate Stop	Loss Premium Ra	ates Per Covered	Unit per r	month:	Not Applica	<u>ble</u>
	Minimum Ann	ual Aggregate Pre	mium:			Not Applica	<u>ble</u>
		gate Accommoda		nt:		Not Applica	<u>ble</u>
		minal Liability End				Not Applica	<u>ble</u>
		•					
12.	Aggregate Mo	nthly Factors:				Not Applica	<u>ble</u>
13.	Maximum Agg					Not Applica	
		ual Aggregate Att				Not Applica	
		r Covered Person:				Not Applica	
		or to the Effective	Date are Limite	d to:		Not Applica	<del></del>
	Benefit Percen	tage Payable:				Not Applica	<u>ble</u>
			SPECIFIC STOP	LOSS INSU	JRANCE		
14.	Specific Stop L	oss Insurance requ	lested under the	Policy:	☑ Yes		No
14.	BENEFITS TO B		zesteu under the	oricy.	_ 105		
	BENEFITS TO B				□ Vi:	sion	
						eekly Income	
		ription Drug Card	ior Mad)		Ot	-	
		ription Drugs (Ma	jor ivieu <i>j</i>				
15	☐ Denta	aı enefit Period for S <sub>i</sub>	nacific Stap Lass	Incurance	(check o	ne).	
15.	•					□ 12/15	☐ Other
	□ 12/ <b>1</b> 2	15/12	□ 24/12	☑ PAID 8	54/12	□ 12/13	Li Ottiei
7	Eligible Expens	ses Incurred From	October 01, 201	<u>.9</u> through	Septem	ber 30, 2026;	
	and Eligible Ex	penses Paid from	October 01, 202	5 through	Septemb	per 30, 2026.	
		9		_			
16.	Specific month	nly premium rates	:				
	\$46.14 Single/	Employee only					
		(Employee/Spou	se/Children)				
	Minimum Ann	ual Specific Premi	ium:			Not Applic	<u>able</u>
17.	Specific Deduc	tible Per Covered	Person:			\$250,000	
	-					\$ 300,000	
	Group Aggregating Specific Deductible: \$ 300,000  Maximum Specific Benefit Minus the Specific Deductible per Covered Person per Policy Year: Unlimited						
		itage Payable: <u>100</u>		adding b		1	
		d Prior to the Effe		mited to:	\$0		
	Claims IIICuile	a i noi to the Life	5415 416 11		<u> </u>		
18.	Separate Indiv	idual Specific Ded	uctible and/or in	dividuals ı	named ur	nder an Aggre	gating Specific

Page 2 of 4

Deductible: Not applicable

- 19. Additional options requested and included in premiums stated above:
   ☑ Specific Advance Funding
   ☑ No New Laser and Limited 40% Rate Cap at Renewal
  - **Special Limitations**

- 20. Special Limitations:
  - The North River Insurance Company will be responsible for the first \$75,000 of claims in excess of the specific deductible and once we have reimbursed \$75,000 the \$300,000 aggregating specific will need to be satisfied before we will make additional reimbursements.
  - Rates shown include No New Laser on Renewal coverage. There will be a renewal rate
    increase cap of 40%. This coverage does not guarantee no lasers on inception of first year
    contract and any lasers imposed in the first year may be continued at renewal. Acceptance
    of these terms does not guarantee that the option will be offered at subsequent renewals.

It is understood and agreed that as a condition precedent to the approval of the Application that:

- A. THE APPLICANT AGREES AND ACKNOWLEDGES THAT, DEPENDING UPON THE COVERAGE SELECTED AND THE TERMS OF ANY EXPIRING COVERAGE OR COVERAGE THE APPLICANT MAY ELECT IN THE FUTURE, THE APPLICANT MAY EXPERIENCE LOSSES THAT ARE NOT COVERED UNDER THE POLICY, WHEN ISSUED, OR UNDER ANY SUCH PRIOR OR SUBSEQUENT COVERAGE.
- B. Any Stop Loss Insurance resulting from this Application shall be described in and shall be subject to the terms and provisions of the Policy, when issued. Such Policy shall become effective on the date specified in this Application; provided that, including, without limitation: (1) a true and correct Disclosure Statement has been received, (2) the underwriting requirements have been satisfied, (3) the required premiums have been paid, (4) a copy of the executed Plan Document is received and acceptable to the Company pursuant to paragraph C. below, and (5) the Policy has been issued.
- C. Within ninety (90) days from the date of this Application, the Applicant shall furnish to The North River Insurance Company (the Company), for its approval, a copy of the executed employee benefit plan (the Plan Document) describing the benefits provided by the Plan. No Policy will be released nor claim reimbursed until such time as an acceptable Plan Document is received and accepted by the Company. If in the sole judgment of the Company there is a material variance between the provisions of the Plan Document received by the Company, and the Plan provision upon which the terms and rates of the aggregate and specific excess coverage were based, the Company may, at its option, notify the Applicant of such variances and decline to release the Policy until such time as an amended Plan Document is received and accepted and accepted by the Company within thirty (30) days of such notice, all premium will be refunded and coverage will automatically be null and void retroactive to the proposed effective date.
- D. The Applicant will provide or employ supervision and claim administration facilities acceptable to the Company to administer the Plan Document and to process and pay claims according to the Plan Document.
- E. Initial premium deposit equal to first month's premium is enclosed to apply to the first payment under the Policy, if issued, subject to the requirements below. If the application is not accepted, the deposit will be returned. The receipt by the Company of the initial premium deposit and the deposit of any check drawn in connection with this Application shall not constitute an acceptance of liability. In the event that the Company does not approve this Application, its sole obligation shall be to refund the deposit to the Applicant.

- F. The Applicant represents that the statements and declarations made in this Application, the Disclosure Statement, and in the Plan Document referred to in this Application are true and complete and the Policy, when issued, will be issued in reliance upon the truth and completeness of such statements and declarations. The Disclosure Statement, this Application and the Plan shall form a part of the Policy, and the Policy shall constitute all agreements existing between the Applicant and the Company, or any of their respective agents, relating to this Stop Loss Insurance for which this application is being made.
- G. This policy includes a binding arbitration agreement. The arbitration agreement requires that any disagreement related to this policy must be resolved by arbitration and not in a court of law. The results of the arbitration are final and binding on the insured and the insurance company. In an arbitration, an arbitrator, who is an independent, neutral party, gives a decision after hearing the positions of the parties. When the insured accepts the insurance policy the insured agrees to resolve any disagreement related to the policy by binding arbitration instead of a trial in court including a trial by jury. Arbitration takes the place of resolving disputes by a judge and jury and the decision of the arbitrator cannot be reviewed in court by a judge and jury.
- H. Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Date:	
Applicant's Executive Officer (print):	
Title:	
Signature:	
Date:	
Insurance Agency: CAC Agency fka Cobbs Allen & Hall Inc.	
Insurance Agency Taxpayer ID or SSN: 63-1066366	
Licensed Agent's Name (print): William H. Hartsfield	
Title: Executive Vice President	
Agent License No. 245471	
Signature:	

# Alabama Disclosure Notice of Arbitration Procedure

# THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS

# READ THE FOLLOWING INFORMATION CAREFULLY.

- 1. The policy for which you have applied includes a binding arbitration agreement.
- 2. The arbitration agreement requires that any disagreement related to this policy must be resolved by arbitration and not in a court of law.
- 3. The results of the arbitration are final and binding on you and the insurance company.
- 4. In an arbitration, an arbitrator, who is an independent, neutral party, gives a decision after hearing the positions of the parties.
- 5. When you accept this insurance policy you agree to resolve any disagreement related to the policy by binding arbitration instead of a trial in court including a trial by jury.
- 6. Arbitration takes the place of resolving disputes by a judge and jury and the decision of the arbitrator cannot be reviewed in court by a judge and jury.

# ACKNOWLEDGEMENT OF ARBITRATION AGREEMENT

I have read this statement. I understand that I am voluntarily surrendering my right to have any disagreement between the insurance company and myself resolved in court. This means I am waiving my right to a trial by jury.

I understand that upon receipt of the policy I should read the arbitration clause contained in the policy and that I have the right to reject this policy within three (3) days of the date of delivery if I do not want to accept the requirement for arbitration.

I understand that this same type of insurance may be available through an insurance company that does not require that policy related disagreements resolved by binding arbitration.

Applicant/Insured	Date	Time	
Agent	 Date	Time	



# **Renewal Proposal prepared for**

City of Huntsville (AL) 10/01/2025

Presented to

CAC Agency fka Cobbs Allen & Hall Inc.

Underwriter

**Borka Skoric** 

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brian.moor@cfins.com

**Underwriter:** Borka Skoric Borka.Skoric@cfins.com

Carrier: The North River Insurance Company

## City of Huntsville (AL)

Effective Dates: 10/01/2025 - 09/30/2026

Presented By: CAC Agency fka Cobbs Allen & Hall Inc.

Proposal Number: 27396

SPECIFIC STOP LOSS C	OVERAGE	Renewal Option 1
Coverages		Medical, Rx Card
Specific Deductible per Individual		\$ 250,000
Aggregating Specific Deductible		\$ 300,000
Contract Basis		Paid
No New Laser Option		Included
Specific Rate(s) Per Month	Enrollment	
Single	890	\$ 46.14
Family	1,570	\$ 92.21
Estimated Monthly Premium		\$ 185,834
Estimated Policy Period Premium		\$ 2,230,012
Lifetime Reimbursement		Unlimited
Maximum Policy Period Reimburse	ement	Unlimited
Quoted Rate(s) include Commission	on of	5.00 %

OVERALL COST SUMMARY	Renewal Option 1
Total Fixed Cost	\$ 2,230,012
Specific Variable	\$ 300,000
Maximum Policy Period Liability	\$ 2,530,012

Proposal Date: 07/23/2025 Proposal Valid Through: 10/11/2025 Page 1



brian.moor@cfins.com

**Underwriter:** Borka Skoric Borka.Skoric@cfins.com

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City of Huntsville (AL)

Effective Dates: 10/01/2025 - 09/30/2026

Presented By: CAC Agency fka Cobbs Allen & Hall Inc.

Proposal Number: 27396

### PROPOSAL QUALIFICATIONS AND CONTINGENCIES

This is a TENTATIVE quote based upon the information furnished in the Request for Proposal. Material deviations from any of the original information that was submitted to us may result in a change to the quoted Rates and/or Factors or withdrawal of the proposal. The Company will not be bound by any typographical errors or omissions contained herein.

Quoted terms and conditions are subject to possible revision based upon receipt and review of the requirements listed below:

#### STANDARD CONDITIONS

Disclosure shall include the following:

Updated shock loss information to include injuries, illnesses, diseases, diagnoses, or other losses of the type, which are reasonably likely to result in a significant medical expense claim or disability, regardless of current claim dollar amount. In addition, shock loss information should include any claimant that has incurred claim dollars in excess of 50% of the specific deductible and/or anyone who has exceeded a lifetime plan benefit of \$500,000, regardless of diagnosis. Information is also needed on any claims processed and unpaid, pended or denied for any reason. Known claimants currently under Case Management, regardless of claim dollar amount must be disclosed. Please refer to our Potentially Catastrophic Loss List, which provides examples of some, but not all, types of shock losses.

A completed and signed Plan Sponsor Disclosure Statement is required on new accounts.

Final paid claims and enrollment through the effective date.

A complete copy of the Policyholder's Plan Document including all current Plan Amendments to confirm that the document is reflective of the Schedule of Benefits submitted during the underwriting process and contains MINIMUM Plan Document assumptions.

The selected TPA assigned to administer all claims.

A complete census clearly illustrating all Cobra and/or Retirees to be covered. If they are not indicated on the census, the proposal assumes there are none covered under the plan. If retirees are eligible, this must be clearly stated in the RFP submission.

Final Rates and Factors will be based upon the actual enrollment census as of the requested Effective Date. In the event there is a greater than 10% change in enrollment between the submitted initial enrollment date and the final enrollment data, rates and factors may be recalculated.

A minimum participation level of 60% of all eligible employees is required unless otherwise noted.



brian.moor@cfins.com

**Underwriter:** Borka Skoric Borka.Skoric@cfins.com

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This quote includes a No New Laser at renewal offer.

#### City of Huntsville (AL)

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#### ADDITIONAL CONDITIONS SPECIALLY PREPARED FOR City of Huntsville (AL)

### **Contingencies and Assumptions:**

This proposal assumes the following claims administrator(s): BCBS AL.

This proposal assumes the following PPO network(s): BCBS AL.

This proposal is based upon the current benefit plan(s).

Specific Advanced Funding is included.

This proposal assumes the current benefit plan(s) include pre-certification, utilization review, and large case management programs.

Should enrollment fluctuate by 15% in one month or 30% over three months during the Plan Year, then C&F Stop Loss (Us/We) reserves the right to review and adjust the contract rates and factors.

This proposal assumes the plan covers only full-time and regular part-time hourly and salaried employees working at least 25 hours a week. Minimum participation is 60% of eligible employees.

This proposal assumes that the producer is adequately licensed in all required states.

We will not be bound by any typographical errors or omissions contained within the proposal.

The North River Insurance Company will be responsible for the first \$75,000 of claims in excess of the specific deductible and once we have reimbursed \$75,000 the \$300,000 aggregating specific will need to be satisfied before we will make additional reimbursements.

Rates shown include No New Laser on Renewal coverage. There will be a renewal rate increase cap of 40%. This coverage does not guarantee no lasers on inception of first year contract and any lasers imposed in the first year may be continued at renewal. Acceptance of these terms does not guarantee that the option will be offered at subsequent renewals.

84/12 contract.

Certain producers may receive compensation related to the sale of the products and services offered in this proposal. Crum and Forster encourages producers and their clients to discuss what commissions/compensations may be paid in connections with the purchase or products and services from Crum and Forster.

#### **Final Underwriting Requirements:**

This quote is firm based upon data through 6/30/2025.

Commitment to elect coverage, a signed proposal and a signed, completed disclosure statement must be provided by 8/6/2025 or we reserve the right to request updated large claims information.

 An ACTIVELY-AT-WORK provision applies and will only be waived upon receipt and approval of the Disclosure Statement.



brian.moor@cfins.com

**Underwriter:** Borka Skoric Borka.Skoric@cfins.com

Carrier: The North River Insurance Company

City of Huntsville (AL)

Effective Dates: 10/01/2025 - 09/30/2026

Presented By: CAC Agency fka Cobbs Allen & Hall Inc.

Proposal Number: 27396

We reserve the right to revise the terms of this proposal after review of any updated information. All terms, rates, and factors are subject to final underwriting. Final underwriting will not take place until a signed disclosure statement and any and all other requested claims information is received and accepted by Us.

#### **Policy Issuance Requirements:**

Upon review and acceptance by Us of the Final Underwriting Requirements, the following information must be provided and approved by Us in order to issue the policy:

- Properly executed signed APPLICATION (within 30 days after being sent to the Policyholder).
- PLAN DOCUMENT received within 90 days of the effective date. Rates and factors are subject to change if the plan document varies from the proposal assumptions.
- EFFECTIVE DATE CENSUS to include year of birth or age, gender, Single/Family status, and disclose COBRA-ELIGIBLE, RETIRED, and DISABLED INDIVIDUALS (for renewals, a recent census submitted with all other required information is sufficient unless otherwise specifically stated by the Underwriter).
- BINDER PREMIUM (first month's premium if a renewal).

To notify Crum and Forster of a SALE OR RENEWAL, the group mu option circled.	st submit a signed and dated proposal with the chosen
Sign:	_
Date:	
<del>.</del>	

This proposal expires if applications are not requested before the valid through date.



brian.moor@cfins.com

**Underwriter:** Borka Skoric Borka.Skoric@cfins.com

Carrier: The North River Insurance Company

City of Huntsville (AL)

Effective Dates: 10/01/2025 - 09/30/2026

Presented By: CAC Agency fka Cobbs Allen & Hall Inc.

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## **OPTION SUMMARY**

#### PROPOSAL ACCEPTANCE PROCEDURES

- 1. Identify the option sold in the space provided below. Date and sign the proposal.
- 2. Satisfy all the terms and conditions of this proposal as listed below.
- 3. Submit completed and signed disclosure & binder premium.

Please check next to the selected proposal option:

	Option	Specific Deductible	Specific Contract	Client's Liability	Total Specific Premium	Option	Aggregate Contract	Total Aggregate Premium	Attachment Point
	1	\$ 250,000	Paid	\$ 300,000	\$ 2,230,012	1		\$ 0	\$ 0
_B	y:						Date:		

Agent of Record or Administrator

This proposal expires if applications are not requested before the valid through date.

Proposal Date: 07/23/2025 Proposal Valid Through: 10/11/2025 Page 5