

Agenda
Regular Work Session of the Mayor and Council
City of Chattahoochee Hills, Georgia
November 9, 2017 / 5:00 p.m.

Discussion Items

1. Council Meeting Agenda Review – Robbie Rokovitz
2. Firefighter Cancer Policy – Robbie Rokovitz
3. Speed Limits on Gravel Roads – Robbie Rokovitz

Mayor and Council Reports and Comments

Schedule of Benefits

Chubb Accident & Health is pleased to offer a proposal for cancer insurance underwritten by ACE American Insurance Company. This proposal is valid until the earlier of the proposed effective date or 90 days after the date it is issued. If by that date you have not accepted the terms we have offered in this proposal, it will no longer be valid. If you accept the terms of this proposal, coverage is subject to Chubb's determination that trade or economic sanctions or regulations do not prohibit us from binding coverage.

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb U.S. insurance companies, please go to <https://www2.chubb.com/us-en/u-s-foreign-account-tax-compliance-act-fatca.aspx>.

Date Issued 10/6/2017

Proposed Effective Date January 1, 2018 to January 1, 2019

Eligibility

Class 1 All full-time and part-time firefighter employees of the Policyholder as defined in Code Section 25-4-2 who are in Active Service, as provided on the annual roster, who have served 12 consecutive months as a firefighter and for whom the required premium has been paid

Class 2 All volunteer firefighters of the Policyholder defined in Code Section 25-4-2 who are in Active Service, as provided on the annual roster, who have served 12 consecutive months as a firefighter and for whom the required premium has been paid.

Exposure

Class 1 - # of Full-time and Part-time Firefighters: 6

Class 2 - # of Volunteer Firefighters: 0

Annual Premium

\$1338.00

This information is a brief description of the important features of the proposed insurance plan underwritten by ACE American Insurance Company. It is not a contract of insurance. Coverage may not be available in all states or certain terms may be different if required by state law. Chubb NA is the U.S.-based operating division of the Chubb Group of Companies, headed by Chubb Ltd. (NYSE:CB) Insurance products and services are provided by Chubb Insurance underwriting companies and not by the parent company itself.

Plan Benefits & Covered Activities

Class 1

Cancer Benefits

Early Stage Cancer Benefit:	\$6,250
Advanced Cancer Benefit:	\$25,000
Lifetime Maximum:	\$50,000

Disability Benefit

Monthly Benefit Amount:	Lesser of 60% of Monthly Salary or \$5,000, minus Other Income Benefits
Benefit Waiting Period:	6 months from the date the Total Disability commencement or Cancer
Maximum Benefit Period:	36 months

Class 2

Cancer Benefits

Early Stage Cancer Benefit:	\$6,250
Advanced Cancer Benefit:	\$25,000
Lifetime Maximum:	\$50,000

Disability Benefit

Monthly Benefit Amount:	\$1,500, minus Other Income Benefits
Benefit Waiting Period:	6 months from the date the Total Disability commencement or Cancer
Maximum Benefit Period:	36 months

Reduction in Disability Benefits

The amount of the Insured's Disability Benefits will be reduced by the amount of any Other Income Benefits paid on account of the Insured's Total Disability.

Terms & Conditions

Who Is Eligible For Insurance?

An individual in one of the eligible classes shown in the *Schedule of Benefits* is eligible for coverage.

When Does Coverage Go Into Effect?

Insurance for an eligible individual is effective on the latest of the policy effective date or the date he or she becomes eligible.

Coverage for an eligible individual who is not in active service on the date insurance would otherwise be effective will not go into effect until he or she returns to active service.

When Does Coverage Terminate?

An insured individual's coverage will end on the earliest of the date the policy terminates; the period ends for which premium is paid; or the date he or she is no longer in active service or is no longer eligible.

Continuation of Insurance

If after at least one year as a firefighter for the Policyholder, the Insured departs from employment, ceases to be a volunteer, or retires, and if an Insured's insurance ends because his or her employment ends, he or she ceases to be a volunteer, or he or she retires, the Insured may apply for conversion insurance.

The Insured may choose the type of insurance We have available for persons of his or her age in the amount applied for, except:

1. he or she may not apply for an amount greater than the coverage in force under the Policy less the amount of any other group Accident insurance for which he or she becomes eligible within 31 days after the date coverage under the Policy ends; and
2. the conversion insurance will only contain the benefits contained in this Policy.

The Insured must apply for conversion insurance within 31 days after his or her coverage under the Policy ends. The Insured is responsible for all payment of premiums for the conversion policy. Premiums will be based on the table of rates in force at that time for such policies based on the Insured's age and class of risk. The Insured will not be required to provide evidence of insurability.

If the Insured suffers a Covered Loss within the initial 31 days after his or her coverage under the Policy ends, We will pay benefits under this Policy. After the initial 31 day period, no additional benefits are payable under this Policy.

Benefits & Features

Cancer Benefits

If an Insured is diagnosed with any of the Covered Illnesses listed below, We will pay the lump sum shown in the Schedule of Benefits for that illness, subject to the following conditions:

- 1) the Insured must have served a minimum of twelve (12) consecutive months as a firefighter of the Policyholder; and
- 2) the Insured must be alive to receive benefits under this Policy.

Covered Illnesses

1. **Early Stage Cancer.** We will pay the Early Stage Cancer Benefit shown in the Schedule of Benefits, upon acceptable proof of diagnosis that, with respect to the type of Cancer involved:
 - (a) There is carcinoma in situ such that surgery, radiotherapy, or chemotherapy has been determined to be Medically Necessary;
 - (b) There are malignant tumors which are treated by endoscopic procedures alone;
 - (c) There are malignant melanomas; or
 - (d) There is a tumor of the prostate, provided that it is treated with radial prostatectomy.
2. **Advanced Cancer.** We will pay the Advanced Cancer Benefit shown in the Schedule of Benefits, upon acceptable proof of diagnosis that, with respect to the type of Cancer involved:
 - (a) Surgery, radiotherapy, or chemotherapy is Medically Necessary;
 - (b) There is metastasis; or
 - (c) The firefighter has terminal cancer, is expected to die within 24 months or less from the date of diagnosis, and will not benefit from, or has exhausted, curative therapy.

Cancer Benefits are subject to the Lifetime Maximum shown in the Schedule of Benefits. Any Insured who is simultaneously a member of more than one fire department at the time of diagnosis may only receive Cancer Benefits from one fire department.

Disability Benefit

We will pay the Disability Benefit shown in the *Schedule of Benefits* if the Insured is Totally Disabled as a direct result of, and from no other cause but, a Covered Illness that occurs while covered under this Policy. Disability Benefits will begin when:

1. the applicable Benefit Waiting Period shown in the *Schedule of Benefits* for this benefit is satisfied;
2. the Insured is under the Appropriate Care of a Doctor; and
3. the Insured provides satisfactory proof of Total Disability to Us.

We will require continued proof of the Insured's Total Disability from time to time at least once a quarter at the Insured's expense, in order for benefits to continue.

Benefit Payments will end on the first of the following dates:

1. the date the Insured departs from employment as a firefighter or retires; or
2. the date the Insured dies; or
3. the date the Insured is no longer Totally Disabled; or
4. the date the Maximum Benefit Period for this benefit ends; or
5. the date the Insured fails to submit satisfactory proof of continuing Total Disability.

“Total Disability” or “Totally Disabled” means that the Insured, as a direct result of a covered accident or Covered Illness, is unable to perform the substantial and material duties of his or her occupation as a firefighter for a period of at least six (6) months. After the initial benefit period, total disability means the Insured’s inability to perform the duties of his or her occupation as a firefighter.

Successive Periods of Disability

Once the Insured is Totally Disabled under the Policy, separate periods of Total Disability resulting from the same or related causes are a continuous period of Total Disability unless the Insured returns to work as a firefighter for at least 6 months between periods of Total Disability. Only one Benefit Waiting Period and Maximum Benefit Period apply to any one period of continuous Total Disability.

A period of Total Disability is not continuous if separate periods of Total Disability result from unrelated causes, or the Insured’s later Total Disability occurs after the Insured’s coverage under the Policy ends. This provision will not apply if the Insured is eligible for coverage under a plan that replaces the Policy.

Not Covered

No payment will be made for any Total Disability for which benefits are payable under any Workers’ Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlements paid in place of such benefits, whether or not liability is admitted.

Hazards

Line of Duty Coverage

We will pay benefits for a Covered Loss that results from an Insured's participation in a "Line of Duty" response to an emergency.

"Line of Duty" means acts done according to the standards set by the Policyholder for such emergency response circumstances, including traveling en route to, during or returning from fire calls or other emergencies or disasters and scheduled training sessions.

Exclusions

We will not pay benefits for any loss that is caused by, or results from:

1. for Sickness (other than a Covered Illness specifically provided in this Policy), even though such Sickness may have been complicated by one of the Covered Illnesses.
2. for misuse of medication or the abuse of drugs or intoxicants.
3. for war or any act of war, whether declared or not.
4. for service in the military, naval or air service of any country.
5. for Sickness or disease (other than a Covered Illness specifically provided in this Policy), bodily or mental infirmity, bacterial or viral infection, or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food.
6. for the voluntary use of illegal drugs; the intentional taking of over the counter medication not in accordance with recommended dosage and warning instructions; the intentional misuse of prescription drugs.
7. for disability for which the Insured Person is entitled to benefits under any Worker's Compensation Act.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.



The Leading Insurer of Emergency Services

Our History

VFIS drafted the first specialized insurance policy in 1969 to meet the unique needs of America's emergency service organizations. From the very beginning, VFIS has had a strong commitment to education, training and consulting as part of our efforts to help the emergency service community, and we continue to expand these efforts.

Since 1980, we have handled nearly 450,000 claims for emergency service organizations, and the number grows each day. With that, more than 10,000 emergency service organizations have experienced little or no change in pricing at their renewal for the past 5 years and over 96 percent of VFIS customers have stayed with us for the past 10 years.

Education and Training

VFIS Education, Training and Consulting services offers a series of on-line educational programs on its distance learning site; www.vfisu.com.

Always available at the client's availability, these courses provide an introduction to the issue, preventative techniques, how to respond when a member advises they have cancer, and resource guidance for additional information.

Customized training can be developed and offered based upon identified need.

Courses at www.vfisu.com include:

- A006 Cancer and the Firefighter – An Awareness
- A007 Firefighter Cancer Resources to Assist You
- A013 Talking About and Responding to Firefighter Cancer
- 125 Recommendations Related to Reducing Known Risk of Cancer in Firefighters

About Chubb

In January 2016, ACE Limited acquired The Chubb Corporation and adopted the renowned Chubb name globally. Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients.

Chubb N.A. Accident & Health, a U.S.-based marketing division of the Chubb Group of Companies, is headquartered in Philadelphia, Pennsylvania. We are committed to a market-driven philosophy—responding to the special needs of our customers with insurance solutions that provide stability in an ever-changing market. Our superior underwriting expertise and solid financial strength provide the competitive advantage we need to distinguish ourselves in that marketplace. We offer innovative solutions by partnering with other Chubb businesses and teaming with specialty producers to provide a full range of global products and services.

We recognize that serious injuries can have a devastating impact on individuals and the families that survive them. That is why Chubb Accident & Health's corporate accident and sickness portfolio includes a breadth of products flexible enough to meet the needs of small, mid-size, and large Fortune 1000 companies with multinational employee populations around the world. These programs are available on an occupational, non-occupational, or 24-hour basis and may be packaged and administered as a single program. They can help to provide the critical financial security and resources necessary to deal with catastrophic loss.

For more information about our products and services, please visit www.chubb.com/accident

The Advantages of Doing Business with Chubb

Innovation

Our entrepreneurial business philosophy and expert industry knowledge allow us to remain flexible in finding the *right* solution.

Superior Solutions

We are dedicated, solutions-oriented professionals able to provide quick responses and expert handling of customer needs.

Global Protection

The Chubb global network can satisfy the insurance needs of companies operating worldwide.

Financial Strength

Consistently high ratings that reflect our financial strength and our ability to meet our obligations to our customers.

A.M. Best	A++
Standard & Poor's	AA
Moody	Aa3
Fitch	AA

Glossary of Terms

Please note, certain words used in this document have specific meanings.

“Appropriate Care” means the determination of an accurate and medically supported diagnosis of the Insured’s Total Disability, or ongoing medical treatment and care of the Insured’s Total Disability by a Physician that conforms to generally-accepted medical standards, including frequency of treatment and care.

“Benefit Waiting Period” means the period of time the Insured must be continuously Totally Disabled before Disability Benefits may be payable. The Benefit Waiting Period is shown in the Schedule of Benefits.

“Active Service” means a Insured is either 1) if an employee, actively at work performing all regular duties on a full-time or part-time basis either at his or her employer’s place of business or someplace the employer requires him or her to be; 2) employed, but on a scheduled holiday, vacation day, or period of approved paid leave of absence; or 3) if a volunteer, able to engage in substantially all of the usual activities of a person in good health of like age and sex and not confined in a Hospital or rehabilitation or rest facility.

“Cancer” means a malignant tumor characterized by the uncontrolled and abnormal growth and spread of malignant cells and invasion of normal tissue. This includes bladder, blood, brain, breast, cervical, esophageal, intestinal, kidney, lymphatic, lung, prostate, rectum, respiratory tract, skin, testicular, and thyroid cancer; leukemia; multiple myeloma; or non-Hodgkin's lymphoma.

A Doctor certified as an Oncologist must confirm the diagnosis of Cancer in writing.

“Covered Loss” or “Covered Losses” means a condition or disability covered under the Policy.

“Doctor” means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to an Insured that is appropriate for the conditions and locality. It will not include an Insured or a member of the Insured’s Immediate Family or household.

“Hospital” means an institution that: 1) operates as a Hospital pursuant to law for the care, treatment, and providing of inpatient services for sick or injured persons; 2) provides 24-hour nursing service by Registered Nurses on duty or call; 3) has a staff of one or more licensed Doctors available at all times; 4) provide organized facilities for diagnosis, treatment, and surgery, either: (i) on its premises; or (ii) in facilities available to it, on a prearranged basis; 5) is not primarily a nursing care facility, rest home, convalescent home, or similar establishment, or any separate ward, wing, or section of a Hospital used as such; and 6) is not a place for drug addicts, alcoholics, or the aged.

We will not deny a claim for services rendered in any one of the following Hospitals solely because the Hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for the treatment of a physical disability: 1) the Joint Commission on the Accreditation of Hospitals; or 2) the American Osteopathic Association; or 3) the Commission on the Accreditation of Rehabilitative Facilities.

“Insured” means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person.

“Medically Necessary” means a treatment, service or supply that is: 1) required to treat a Covered Illness; prescribed or ordered by a Doctor or furnished by a Hospital; 3) performed in the least costly setting required by the Insured’s condition; and 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered. A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may consider the cost of the alternative to be the Covered Expense. The fact that a Doctor may prescribe, authorize, or direct a service does not of itself make it Medically Necessary or covered by the Policy.

“Monthly Salary” means the average payments made to the Insured by a fire department for his or her service as a firefighter. Monthly salary will not include any performance bonus, expense reimbursement or other extra or additional payments of any kind. Monthly salary will be determined as the average of such payments over the shorter of:

- (1) The 12 months immediately prior to the date Total Disability began; or
- (2) The period worked.

“Other Income Benefits” means any other disability benefits actually paid to the Insured, from any source other than insurance separately purchased by the Insured. Other Income Benefits include benefits paid under:

- (1) any Workers’ Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlement paid in place of such benefits, whether or not liability is admitted. If paid as a lump sum, We will prorate these benefits over the period for which the sum is given. If no time is stated, the lump sum will be prorated over a five-year period. If no specific allocation of a lump sum is made, then the total sum will be an Other Income Benefit.
- (2) any Social Security or retirement benefits the Insured receives or any third party receives (or is assumed to receive) on the Insured’s behalf or for the Insured’s dependents; or, if applicable, that the Insured’s dependents receive (or are assumed to receive) because of the Insured’s entitlement to such benefits.
- (3) Any proceeds payable under any group insurance or similar plan, provided the insurance was not separately purchased by the Insured. If there is other insurance that applies to the same claim for disability, and contains the same or similar provision for reduction because of other insurance, We will pay our pro rata share of the total claim.

“Pro rata share” means the proportion of the total benefit that the amount payable under one policy, without other insurance, bears to the total benefits under all such policies.

“We,” “Our,” “Us” means the insurance company underwriting this insurance or its authorized agent.

CHUBB

Letter of Intent

It is our intention to accept the proposal of the Cancer Insurance Policy offered by ACE American Insurance Company, a member insurer of the Chubb Group of Insurance Companies.

Signature: 

Title: City Manager

Company: City of Chattahoochee Hills

Date: 10/09/2017

Effective Date of Coverage: January 1, 2018

Full-time & Part-time Firefighters:

of Full-time Firefighters: 6

of Part-time Firefighters: 17

Volunteer Firefighters:

of Volunteer Firefighters: 0