

COLLEGE OF THE SEQUOIAS COMMUNITY COLLEGE DISTRICT
Board of Trustees Meeting
August 10, 2020

CONSENT CALENDAR

9

Ratification of Student/Athlete Accident Insurance Contract

Status: **Action**

Presented by: Ron Perez
Vice President, Administrative Services

Issue

Gallagher & Co. (formerly Buckman-Mitchell), the insurance brokers for COS, provided four (4) quotes for our student/athlete accident insurance coverage. Student & Athlete Insurance Network (S.A.I.N.), Mutual of Omaha, AIG and Great American. Based upon the totality of the insurance coverage packages submitted, Mutual of Omaha is deemed preferable.

Background

The District is required to carry student/athlete accident insurance, which is renewed on a yearly basis.

Analysis

The Mutual of Omaha quote for the 2020-21 Student/Intercollegiate Athlete coverage is \$99,225.00. This is a decrease of \$27,289.00 from the 2019-20 Blue Cross S.A.I.N premium rates and is based on student and athletics enrollment.

The quote for the 2020-21 Catastrophic Coverage for Intercollegiate Athletes is \$6,738.00 with an athletic accident catastrophic benefit of \$5M. This is an increase of \$1,671.00 in premium from the 2019-20 Blue Cross S.A.I.N. with an athletic accident catastrophic benefit of \$1M.

Overall, yearly savings is \$26,282.

The effective dates of coverage are August 1, 2020 through August 1, 2021.

Recommended Action

It is recommended that the Board ratify the contract with Mutual of Omaha for student and athlete accident insurance coverage for the 2020-2021 school year.



License No. 0386216

COLLEGE OF THE SEQUOIAS

Prepared by: Kimberly Rowan 5/26/2020

Number of Claims	School Year	Premium	Paid Claims	Anthem Discount	Loss Ratio w/ Anthem Discounts	Loss Ratio w/o Anthem Discounts
2019-2020						
71	District Totals=	ANTHEM SCAT STUCAT	\$126,514.00 \$5,067.00	\$13,548.15	\$30,778.01	10.71% 35.04%
19	Class 1 Competition		\$4,556.29	\$10,133.31		
7	Class 1 Practice		\$54.33	\$229.67		
3	Class 2 Competition		\$3,087.53	\$12,934.78		
3	Class 2 Practice					
39	On Campus		\$5,850.00	\$7,480.25		
71	Total =		\$13,548.15	\$30,778.01		
2018-2019						
70	District Totals=	ANTHEM SCAT STUCAT	\$112,297.00 \$5,763.00	\$57,806.56	\$137,121.02	51.48% 173.58%
12	Class 1 Competition		\$18,878.07	\$35,559.56		
9	Class 1 Practice		\$16,894.07	\$31,670.43		
6	Class 2 Competition		\$3,632.30	\$2,085.43		
6	Class 2 Practice		\$10,487.67	\$1,533.17		
37	On Campus		\$7,914.45	\$66,272.43		
70	Total =		\$57,806.56	\$137,121.02		
2017-2018						
66	District Totals=	ANTHEM SCAT STUCAT	\$115,715.00 \$5,568.00	\$85,505.60	\$104,868.20	73.89% 164.52%
11	Class 1 Competition		\$11,190.46	\$19,842.15		
13	Class 1 Practice		\$47,580.16	\$45,933.30		
7	Class 2 Competition		\$1,495.26	\$2,586.09		
9	Class 2 Practice		\$2,601.22	\$385.07		
26	On Campus		\$22,638.50	\$36,121.59		
66	Total =		\$85,505.60	\$104,868.20		
2016-2017						
69	District Totals=	ANTHEM SCAT STUCAT	\$126,918.00 \$5,253.00 \$0.00	\$72,320.01	\$83,642.72	56.98% 122.88%
18	Class 1 Competition		\$10,278.97	\$12,478.35		
7	Class 1 Practice		\$3,765.77	\$2,536.23		
7	Class 2 Competition		\$21,453.56	\$17,623.26		
9	Class 2 Practice		\$13,733.07	\$11,403.54		
28	On Campus		\$23,088.64	\$39,601.34		
69	Total =		\$72,320.01	\$83,642.72		



CERTIFICATE OF INSURANCE BINDER: 2020-2021

INSURED: SEQUOIAS CCD
915 S. Mooney Blvd.
Visalia, CA 93277

BASIC COVERAGE: 1 Year Incurring Period
COMPANY: ANTHEM SAIN – **Plan F**
TYPE/COVERAGE: Students/Intercollegiate Athletes
PREMIUM: **\$126,305.00**

EFFECTIVE DATE:
8/01/2020 - 7/31/2021

CATASTROPHIC COVERAGE: Intercollegiate Athletes

COMPANY: Philadelphia
COVERAGE LIMITS: \$1,000,000.00
EFFECTIVE DATE: 8/01/2020 - 7/31/2021

DEDUCTIBLE: \$25,000.00
PREMIUM: **\$5,940.00**

BASIC COVERAGE LIMITS

Per Accident Deductibles:	\$100.00 \$100.00 \$100.00	Students Class I Athletes Class II Athletes
Co-Insurance Percentage:	100% 50%	PPO Non-PPO
Per Accident Maximum:	\$25,000.00 \$50,000.00 \$ 500.00 \$ 2,000.00 \$ 2,000.00 \$25,000.00	Athletes Students Emergency Illness Benefit Dental Maximum Rental Durable Medical Equipment Expanded Medical/Intercollegiate Athletes
AD&D Benefits:	Loss of Life Dismemberment	\$10,000.00 Single: \$1,000.00/Double: \$5,000.00

ANTHEM Blue Cross CLASS I SPORTS: Football, Gymnastics, Skiing (snow), Soccer, Surfing and Wrestling
Physical Therapy: Limited to 24 visits per calendar year per injury; additional visits available if approved by ANTHEM Blue Cross.
NON-PPO: Benefit will not exceed \$25.00 per visit.

Non-Duplication of Benefits Exercised on ALL CLAIMS.

THIS IS A BRIEF DESCRIPTION OF BENEFITS. THE MASTER POLICY CONTAINS COMPLETE DETAILS OF THE PROVISIONS, LIMITATIONS, EXCLUSIONS AND WILL PREVAIL AT ALL TIMES.



May 18, 2020

Ms. Christine Statton, VP Adm. Services
SEQUOIAS CCD
915 S. Mooney Blvd.
Visalia, CA 93277

Re: SEQUOIAS CCD / 2020-2021 Accident Insurance Renewal

Dear Ms. Statton:

Thank you for renewing the accident coverage for the year 2020-2021. We sincerely appreciate your business. In order to bind coverage with ANTHEM Blue Cross and Philadelphia, please review, sign and return the document to our office.

BENEFITS AS PER CERTIFICATE OF INSURANCE BINDER – Plan F

- 1) All Students
- 2) Athletes, managers, and student trainers
- 3) All Registered Students and dependent children in a day care facility on campus

BASIC Coverage Accident Maximum:	\$25,000.00	Athletes
	\$50,000.00	Students/Child of Student in Child Care Facility
AD&D Benefits	Loss of Life	\$10,000.00
	Dismemberment	[Single: \$1,000.00/Double: \$5,000.00]
CATASTROPHIC Coverage Maximum:	\$1,000,000.00	Athletes

Sports Included:

Men's Sports: Baseball, Basketball, Cheerleading, Cross Country, Football, Pep Squad, Soccer, Swim/Dive, Track & Field

Women's Sports: Basketball, Cheerleading, Cross Country, Equestrian, Pep Squad, Soccer, Softball, Swim/Dive, Tennis, Track & Field, Volleyball

Policy Term: 8/1/2020 – 7/31/2021

Premium: \$132,245.00

Termination: This is a *pooled* plan. Notice of withdrawal from the S.A.I.N pool must be provided by Sequoias CCD to: S.A.I.N. c/o STUDENT INSURANCE in writing no less than 90 (ninety) days prior to the termination date of July 31, 2021.

Signature of Authorized School Representative

Date

Print Name and Title of Authorized School Representative

July 29, 2020

College of the Sequoias
JoeAnna Todd
Area President, Central Valley
AJG Visalia

Re: College of the Sequoias Student & Athletic Accident Insurance Renewal
Effective Date: August 1, 2020

Dear JoeAnna,

The coverage outlined within this proposal may not conform to the terms and conditions you requested. Please check this carefully, and check the policy(ies) carefully on receipt. This document is intended for use as evidence that the insurance, as described herein, has been effected and shall be subject to all terms and conditions of policy(ies) which will be issued. In the event of any inconsistency between this document and the policy(ies), the terms and provisions of such policy(ies) shall prevail. We would like to outline the following notable points for your consideration:

- The recommended insurance carrier is Mutual of Omaha with the A.M. Best Rating of A+ (Superior) and the Financial Status of XV; see Carrier Ratings and Admitted Status page.
- Gallagher Student Health & Special Risk Commission: 7.5%
- AJG Visalia Commission: 7.5%
- Claim Handling Instructions are on the Carrier and Claims Company Information page(s).
- Note: This proposal abides by wholesale mandatory requirements, not those required in a retail proposal. It is the retail agent's responsibility to deliver the retail (Professional Standards) compliant proposal to the client.
- You are not an agent of the insurer and as such cannot (a) bind coverage, (b) make any commitments on behalf of the insurer or their agent. The policy cannot be assigned without the written consent of the insurer or their agent.
- At binding, you commit to any provisions of coverage. There are no flat cancellations allowed.

To bind this policy, please refer to the "Client Authorization to Bind Coverage" page attached. Note any changes you desire, date, sign and return prior to the effective date of coverage.

We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.



Charlie Eisenbies
Assistant Vice President
Gallagher Student Health & Special Risk

College of the Sequoias

915 S. Mooney Blvd.
Visalia, CA 92377

Presented: July 29, 2020
Effective: August 1, 2020



Student Health &
Special Risk

2020-2021 Athletic & Student Accident Insurance Renewal

Charlie Eisenbies
Assistant Vice President

Gallagher Student Health & Special Risk
500 Victory Road
Quincy, MA 02171
Charlie_Eisenbies@ajg.com

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Carrier and Claims Company Information

Carrier Name	Mutual of Omaha Insurance Company
City, State	Omaha, Nebraska
A.M. Best Rating	A+ (Superior)
S&P Rating	AA- (Very Strong)
Moody's Rating	A1 (Good)
Fitch Rating (if applicable)	Not Published
Carrier Description	<p>Mutual of Omaha was founded in 1909. We are a Company you can count on for the strength, stability and security that's even more important in these uncertain times. Mutual of Omaha enjoys a leadership position with several products in the Special Risk marketplace. Several factors contribute to our dominance in this market, including an experienced underwriting staff and strong case management. The Mutual of Omaha brand and reputation create confidence for the sponsoring organization buying our products. Our continued focus is on accident only plans in which we have demonstrated competencies. As an industry leader in Catastrophic and Intercollegiate Sports, we can build on that success to evolve into the "Accident Leader" in the industry.</p>
Claims Submission Information	
Nationwide Toll-Free Number	1-800-524-2324
Claim Form Required? Yes/No	Yes
Claim lookup online? Yes/No	Yes
Claim Submission Deadline	90 days or as soon as possible, or within 90 days of date of injury or first treatment for the injury. Medical bill, HCFA 1500 or UB92 should be used to submit expenses
Mailing address for claim submission	PO Box 31156, Omaha, NE 68131-0156
E-mail address for claim submission	specialrisk.claims@mutualofomaha.com
Website	www.mutualofomaha.com
Customer Service Hours (EST)	Monday – Friday from 8:00 am – 4:00 pm CST
Assigned Specific Claims Examiner? Yes/No	Yes
Claims Processing Time for a complete claim while maintaining a 98.9% financial accuracy (# of days/range)	10-15 business days
HIPAA Compliance with federal privacy and confidentiality requirements Yes/No	Yes

Premium Quotation

2020-2021 Premium

Student & Athletic Accident Insurance
\$25,000 per Injury Maximum – Athletic Injuries
\$50,000 per Injury Maximum – Student Accidents
\$100 per Injury Deductible

Insurance Carrier	Claims Administrator	2020 – 2021 Annual Premium
Mutual of Omaha	Mutual of Omaha	Original Quote - \$119,250 Revised Schedule Quote - \$99,225
AIG	AG Administrators	Original Quote - \$122,207 Revised Schedule Quote - \$115,775
Great American	AG Administrators	\$135,852

Athletic Accident Catastrophic Insurance
\$1,000,000 per Injury Maximum
\$25,000 per Injury Deductible

Insurance Carrier	2020 – 2021 Annual Premium
Mutual of Omaha*	\$6,738
AIG	\$9,236
Great American	\$5,750

***Mutual is quoting a \$5,000,000 per injury benefit, not \$1,000,000 as expiring.**

NOTE: The information contained in this proposal is only an outline of the benefits offered. It is NOT a complete explanation of the policy provisions or specifics of the policy benefits. No coverage is extended via this proposal and no representations are made other than what is stated in the policy. To review a complete description of the program coverage, exclusions, and benefits, please contact us for a specimen copy of the policy.

Schedule of Benefits – Base Layer (Mutual of Omaha)

Plan Maximum¹	Class 1 – \$25,000 per Injury Maximum Class 2 – \$50,000 per Injury Maximum
Eligibility	Class 1 – All Intercollegiate Student Athletes are eligible and will be covered while participating in the Sports on file. Class 2 – All full time registered students, children of student attending the child care facility provided by the college or while attending “Mommy and Me” classes provided by the college with their student parents, and students attending Fire or Police Academies associated with the college not in Class 1. Coverage is provided for Club or Intramural Sports
Covered Activities	Class 1 – Coverage is only effective for events and activities that are authorized by, organized by and directly supervised by an official representative of the Policyholder. Coverage is not provided for activities that are not directly a part of an intercollegiate sport, such as camps, clinics and other events not conducted by the Policyholder. Class 2 – Coverage is provided for all full-time students (not including Class 1). Coverage is provided 24 hours a day during the policy term (not including Class 1). Coverage is provided for Club or Intramural Sports
Deductible	\$100 per Injury (All classes)
Benefit Period	52 Weeks (One Year) from the date of injury
First Medical Treatment	Within 90 days of the covered injury
Plan Design	100% of Allowable Expense
Accidental Death & Dismemberment Benefit	\$10,000
AD&D Aggregate Limit	\$1,000,000 (Air Accidents Only)
Accidental Dental Benefit	\$2,000 per Injury Maximum
Heart or Circulatory Malfunction Benefit	\$5,000 per injury Malfunction Loss Period - Within 24 hours after participation Loss of Life Loss period – 90 days from the accident date
Durable Medical Equipment	\$2,000 per Injury Maximum
Orthopedic Appliances Benefit	\$1,000 per Injury Maximum
Outpatient Physical Therapy	100% of Allowable Expense up to 24 visits per injury
Prescription Drug Benefit	100% of Allowable Expense up to benefit maximum
Air/Ground Ambulance	100% of Allowable Expense up to benefit maximum
Emergency Sickness Benefit	NOT INCLUDED
Pre-Existing and Recurring Injury Benefit	Included
HMO/PPO Denial Coverage	Included

¹ Excess to any other collectible and valid primary insurance policy.

Schedule of Benefits – Base Layer (AIG)

Plan Maximum²	Class 1 – \$25,000 per Injury Maximum Class 2 - \$50,000 per Injury Maximum Class 3 - \$50,000 per Injury Maximum
Eligibility	Class 1 – All registered students, excluding student athletes, student trainers, student managers and student coaches of the Policyholder, not in any other class. Class 2 – All registered student athletes, student trainers, student managers, and student coaches of the Policyholder, not in any other class. Class 3 – All registered students of the Tulare-Kings Counties Basic Law Enforcement Academy, not in any other class.
Covered Activities	Class 1 – While participating in supervised, scheduled and sponsored activities of the Policyholder, excluding intercollegiate sports activities and Sequoias Law Enforcement Training Program. Class 2 – While participating in intercollegiate games, practice, conditioning and authorized team travel to and from events for the covered sports on file. Class 3 – While participating in schedule, supervised and sponsored activities of the Law Enforcement training program.
Deductible	\$100 per Injury (All classes)
Benefit Period	52 Weeks (One Year) from the date of injury
First Medical Treatment	Within 90 days of the covered injury
Plan Design	100% of Allowable Expense
Accidental Death & Dismemberment Benefit	\$10,000
AD&D Aggregate Limit	\$500,000 per any one incident
Accidental Dental Benefit	100% of Allowable Expense up to benefit maximum
Heart or Circulatory Malfunction Benefit	\$10,000 per injury (Malfunction for Class 2 Only) Malfunction Loss Period - Within 24 hours after participation Loss of Life Loss period – 90 days from the accident date
Durable Medical Equipment	100% of Allowable Expense up to benefit maximum
Orthopedic Appliances Benefit	100% of Allowable Expense up to benefit maximum
Outpatient Physical Therapy	\$75 maximum per visit up to 24 visits
Prescription Drug Benefit	100% of Allowable Expense up to benefit maximum
Air/Ground Ambulance	100% of Allowable Expense up to benefit maximum
Emergency Sickness Benefit	Class 1 Only - \$500 per sickness (within 3 days of onset seeks care, 6 weeks benefit period)
Pre-Existing and Recurring Injury Benefit	Included – Class 2 Only
HMO/PPO Denial Coverage	Included

¹ Excess to any other collectible and valid primary insurance policy.

Schedule of Benefits-Catastrophic Policy (Mutual of Omaha)

Full Excess ¹	\$5,000,000 per injury (Up from \$1,000,000 on expiring)
Accident Medical Benefit Maximum	
Aggregate Policy Maximum ²	\$5,000,000
Benefit Period	The Sooner of the Date of Recovery or 10 Years from date of injury
Deductible ³	\$25,000
Deductible Establishment Period	2 years
Medically Necessary Hospital Inpatient Services and Supplies	Included in Medical Maximum
Extended Care Facility Confinement	\$365,000 per year
Daily Room & Board Limit Private or Semi-Private Room Intensive Care	Average Semi-Private Room Rate Reasonable & Customary Charges
Combined Home Health Care & Custodial Care	\$25,000 per calendar year
Treatment of Mental Disorders	\$50 per visit, 1 visit per day, 50 visits per year
Chiropractic/Spinal Manipulation Benefit	\$1,000 per calendar year
Outpatient Physical Therapy Benefits	\$50,000 per calendar year
Prosthetic Device Benefit ⁴	
Benefit Amount Payable During First Two Years After Covered Accident	\$100,000
Benefit Amount Payable for the remainder Of the Benefit Period Immediately Thereafter	\$100,000 (\$200,000 if amputation of the leg is above the knee)
Maximum Benefit Amount	\$200,000 (\$300,000 if amputation of the leg is above the knee)
Accidental Death & Dismemberment	\$10,000
Heart or Circulatory Death Benefit	\$10,000
Additional Features ~ Cat Cash Benefit~	
Catastrophic Cash Benefit	\$500,000 Maximum Benefit
Lump Sum Payable after the Loss Period has been met	\$100,000
Benefit Amount payable per year thereafter	\$40,000
Maximum Benefit Period	10 Years
Loss Period	Following the first 12 months of Traumatic Brain Deficit or Following the first 6 months of Paralysis
Other Health Plan Reduction	No Reduction

¹ This insurance is excess over any other valid and collectible insurance program or similar benefit program available to the Insured Person.

² This is the maximum amount of liability the insurance company has for an Insured Person for all benefits under the plan of insurance due to any one Accident.

³ Eligible medical expenses under any other insurance policy or service contract will be used to satisfy or reduce the Covered Accident Deductible.

⁴ Texas – there are no internal benefit limitations. Benefits are payable to the medical maximum.

Schedule of Benefits-Catastrophic Policy (AIG)

Plan Maximum³	\$1,000,000 per injury
Eligibility	All intercollegiate student athletes, student managers, student trainers and student coaches of the Policyholder.
Covered Activities	While participating in intercollegiate games, practice, conditioning, and authorized travel to and from events for the covered sports on file.
Deductible	\$25,000 per injury
Benefit Period	10 years
Incurral Period	180 days
Accidental Death & Dismemberment	\$10,000
AD&D Aggregate	\$1,000,000 per any one incident
Coinsurance	100% of usual & customary charges up to medical maximum
Catastrophic Cash Benefit	\$500,000 maximum Initial Lump Sum: \$100,000 Monthly Maximum Amount: \$3,333.33 Maximum Number of Months: 120 Incurral Period: 180 days Waiting Period: 6 Consecutive Months

¹ Excess to any other collectible and valid primary insurance policy.

Exclusions and Limitations – Mutual of Omaha

Base Layer

We will not pay for benefits for a loss due to or expenses incurred for:

1. intentionally self-inflicted injury, suicide while sane or insane;
2. voluntary self-administration of any drug or chemical substance not prescribed by or not taken according to the directions of the Insured's Physician;
3. treatment for alcoholism or drug addiction;
4. Injury caused by, attributable to, or resulting from the Insured's Intoxication;
5. Injury caused by, attributable to, or resulting from the Insured's use of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
6. operating a motor vehicle under the influence of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
7. operating a motor vehicle while having a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where the Injury occurred;
8. commitment of or an attempt to commit a felony, or engagement in an illegal activity;
9. participation in a riot or insurrection;
10. any Injury that results from fighting, brawling, assault or battery;
11. an act of declared or undeclared war;
12. active duty service in any Armed Forces;
13. operating, learning to operate, or serving as a pilot or crew member of any aircraft;
14. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
15. parachuting, except for self-preservation;
16. scuba diving, bob-sledding, bungee jumping, ballooning, flight in an ultralight aircraft, sky diving, hang-gliding, glider flying, sailplaning, or parasailing;
17. participation in professional or amateur racing;
18. Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not exclude bacterial infection that is the natural and foreseeable result of an Injury or accidental food poisoning;
19. dental treatment or dental X-rays, except as otherwise provided, and only when Injury occurs to sound natural teeth;
20. orthodontic braces or appliances;
21. any loss for which benefits are paid under state or federal worker's compensation, employers' liability, or occupational disease law;
22. treatment in any Veterans Administration or federal Hospital, unless there is a legal obligation to pay;
23. charges which the Insured would not have to pay if the Insured did not have insurance;
24. a charge which is in excess of the Allowable Expense;
25. cosmetic surgery, except reconstructive surgery due to a covered Injury;
26. participation in semi-professional and professional sports, play or practice, or any related travel;
27. participation in practice or play of any sports activity, including travel to and from, unless specified in this policy;
28. assistant surgeon services, unless specified in this policy;
29. elective treatment or surgery that is not prescribed by a Physician and is not Medically Necessary, health treatment, or examination where no Injury is involved;
30. mental and nervous disorders;
31. Pre-existing Conditions;

32. human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or AIDS related complex (ARC);
33. infectious disease;
34. services or treatment incurred to the extent that they are paid or payable under any Other Insurance Plan;
35. Services or treatment incurred to the extent that they are paid or payable under any automobile insurance policy without regard to fault. This exclusion does not apply in any state where it is prohibited;
36. Injury sustained by reason of a motor vehicle accident to the extent that benefits are paid or payable by any Other Insurance Plan;
37. any Accident in which the Insured is operating a motor vehicle without a current and valid motor vehicle operator's license (except in a driver's education program);
38. eyeglasses, contact lenses, hearing aids, or related examinations or prescriptions;
39. treatment of temporomandibular joint (TMJ) disorders involving the installation of crowns, pontics, bridges or abutments or the installation, maintenance or removal of orthodontic or occlusal appliances or equilibration therapy;
40. Injuries caused by an act of declared or undeclared war;

Catastrophic Layer

No benefits are payable for:

1. bacterial infection, except infection of and through a wound accidentally sustained;
2. loss from intentionally self-inflicted injury, suicide while sane or insane;
3. loss from commitment of or an attempt to commit a felony, or engagement in an illegal activity;
4. loss from an act of declared or undeclared war;
5. loss from participation in a riot or insurrection;
6. loss from travel or flight in or descent from any aircraft, unless the Insured is a passenger for authorized group or team travel on a regularly scheduled flight on a commercial airline, or is a passenger on an aircraft chartered solely for the purpose of travel which has a valid airworthiness certificate from the jurisdiction in which operated and which is being operated by a duly licensed pilot;
7. charges which exceed the Allowable Expense;
8. charges incurred for dental work unless the Insured sustains an Injury which results in damage to his or her natural teeth;
9. charges incurred for television, telephone, water pitcher, and other personal convenience items, or expenses for other persons, except as may be specifically provided for elsewhere in this policy;
10. charges incurred for services or supplies not specifically provided for in the policy;
11. charges which would not have been made in the absence of insurance or which the Insured is not legally obligated to pay;
12. charges incurred for cosmetic procedures, unless made Medically Necessary by an Injury;
13. charges incurred for eyeglasses, contact lenses, or hearing aids or for any examination or fitting related to these devices unless made Medically Necessary by an Injury;
14. charges incurred for care, treatment, or service which is not Medically Necessary to the diagnosis or treatment of an Injury;
15. charges incurred for the professional services of a person who either lives with the Insured or is an Immediate Family Member;
16. charges incurred for Experimental or Investigational Drug or Treatment;
17. charges incurred for articles of clothing which are intended for use more than once;
18. routine medical examination and related medical services;
19. charges which are recoverable from any other insurance policy, service contract, Workers' Compensation, or other arrangements of insured or self-insured group coverage;

20. charges for mental or nervous disorders, except as specifically provided herein;
21. elective treatment or surgery, health treatment or, examination where no Injury is involved;
22. acts of aggression, assault, or battery;
23. fighting or brawling;
24. drugs that promote fertility, treat infertility, enable sexual performance, or provide sexual enhancement;
25. injuries associated with activities or travel outside the United States unless the Injury occurred as part of an Activity held outside the United States and the treatment is not considered an Experimental or Investigational Drug or Treatment in the United States;
26. sickness, disease, bodily or mental infirmity, or medical or surgical treatment thereof, or bacterial or viral infection, regardless of how contracted. This does not exclude bacterial infection that is the natural and foreseeable result of an Injury or accidental food poisoning;
27. treatment in any Veterans Administration or federal Hospital, unless there is a legal obligation to pay;
28. active duty service in any Armed Forces;
29. voluntary self-administration of any drug or chemical substance not prescribed by or not taken according to the directions of the Physician;
30. Injury caused by, attributable to, or resulting from the Insured's Intoxication;
31. Injury caused by, attributable to, or resulting from the Insured's use of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
32. operating a motor vehicle under the influence of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
33. operating a motor vehicle while having a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where the Injury occurred;
34. services or treatment incurred to the extent they are paid or payable under any Other Insurance Plan;
35. services or treatment incurred to the extent that they are paid or payable under any automobile insurance policy without regard to fault. This exclusion does not apply in any state where it is prohibited;
36. Injury sustained by reason of a motor vehicle accident to the extent that benefits are paid or payable by any Other Insurance Plan.

Exclusions and Limitations – AIG

Policy Exclusions:

1. suicide or any attempt at suicide or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury or autoeroticism.
2. sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from any of these.
3. the Insured's commission of or attempt to commit a crime.
4. infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes.
5. declared or undeclared war, or any act of declared or undeclared war, except if specifically provided by this Policy.
6. participation in any team sport or any other athletic activity, except participation in a Covered Activity.
7. full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured is not covered due to his or her active duty status will be refunded) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded).
8. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured is:
 - riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
 - performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or
 - riding as a passenger in an aircraft owned, leased or operated by the Policyholder or the Insured's employer.
9. the Insured being under the influence of intoxicants while operating any vehicle or means of transportation or conveyance.
10. the Insured being under the influence of any narcotics unless administered on the advice of and as specified by a Physician.
11. the medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from the treatment.
12. stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm.
13. any condition for which the Insured is entitled to benefits under any Workers' compensation Act or similar law.
14. the Insured riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such vehicle on a track, speedway or proving ground.
15. any loss incurred while outside the United States, its Territories or Canada.

Expanded Sports Medical Benefit. Accident Medical Expense benefits are payable for the Usual and Customary Charges for Covered Accident Medical Services including any expense for or resulting from malfunctions of the heart, embolism, heat related problems including but not limited to heat exhaustion, heat prostration, and heat stroke, overuse or repetitive motion injuries/symptoms including but not limited to bursitis, tendonitis, shin splints, stress fractures, strains, and twists, while participating in a Covered Activity.

The benefits payable under this Benefit are also subject to the Accident Medical Maximum Amount. No expenses paid under this Benefit will be payable under any other Benefit in the Policy.

Accident Medical Expense Benefit Exclusions:

1. repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment unless due to a covered Injury;
2. new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement of sound natural teeth damaged or lost as a result of Injury up to the Maximum shown in the Benefit Schedule
3. new eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless Injury has caused impairment of sight; or repair or replacement of existing eyeglasses or contact lenses unless for the purpose of modifying the item because Injury has caused further impairment of sight;

4. new hearing aids or hearing examinations unless Injury has caused impairment of hearing; or repair or replacement of existing hearing aids unless for the purpose of modifying the item because Injury has caused further impairment of hearing;
5. rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in the Company's sole judgment, Accident Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a Usual and Customary Covered Accident Medical Expense in lieu of such rental expense);
6. any charge for medical care for which the Insured is not legally obligated to pay;
7. care, treatment or services provided by an Insured or by an Immediate Family Member;
8. routine physical exam and related medical services;
9. personal comfort or convenience items, such as but not limited to, Hospital telephone charges, television rental, or guest meals while confined in a Hospital or for items taken away or home from the Hospital, except Durable Medical Equipment;
10. Pre-existing Conditions;
11. elective treatment or surgery;
12. Experimental or Investigative treatment or procedures;
13. treatment for temporomandibular dysfunction;
14. care, treatment or services provided by persons retained or employed by the Policyholder; or for supplies, prescriptions or medicines paid for or reimbursable by the Policyholder, or for which a charge is not made;
15. Mental Illness, psychological or psychiatric counseling of any kind, mental and nervous disease or disorders and rest cures;
16. educational or vocational testing or training;
17. treatment of Osgood-Schlatter's disease;
18. detached retina unless due to an Injury;
19. diagnostic tests or treatment, except due to infection which occurs directly from an accidental cut or wound or ingestion of contaminated food;
20. plastic or cosmetic surgery;
21. charges that are payable under motor vehicle medical benefits;
22. any inpatient Hospital services or charges, not including emergency room services or charges;
23. hernia.
24. any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law.

Sickness Medical Expense Benefit Exclusions:

1. repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment, unless for the purpose of modifying the item because a Sickness has caused further impairment in the underlying bodily condition;
2. new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement of sound natural teeth damaged or lost as a result of a Sickness up to the Maximum shown in the Benefit Schedule;
3. new eyeglasses or contact lenses, or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses unless for the purpose of modifying the item because a Sickness has caused further impairment of sight; or repair or replacement of existing eyeglasses or contact lenses unless for the purpose of modifying the item because a Sickness has caused further impairment of sight;

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated July 28, 2020, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

Effective Dates: August 1, 2020	LINE OF COVERAGE	PREMIUM	CARRIER
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Base Student & Athletic Accident	\$99,225	Mutual of Omaha
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Catastrophic Athletic Accident	\$6,738	Mutual of Omaha
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Base Student & Athletic Accident	\$115,775	AIG
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Catastrophic Athletic Accident	\$9,236	AIG

Do you have other coverage considerations?

☐ Yes ☐ No

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

Producer/ Insured Coverage Amendments and Notes:

Account Services Provided:

- Placement of insurance coverage
- Maintenance and management of the account
- Manage the renewal process with the incumbent carrier and obtain additional renewal proposals, if appropriate, to guarantee competitive pricing and coverage terms.
- Communicate with stakeholders to educate them on claims policies and procedures.
- Provide relevant marketing materials (FAQs, brochures, claims filing procedures, etc.) with policy information and benefits.
- Ensure that the filed and approved carrier has complied with all federal and state laws.
- Benchmarking and policy review to ensure the current program provides the best coverage and benefits.
- Other _____

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

I have read, understand and agree that the above-information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

By: _____
Print Name (Specify Title)

Company

Signature

Date: _____

Master Policy:

I would like to receive the Master Policy for this program evidencing coverage electronically. ____ (initial)

Carrier Ratings and Admitted Status

Proposed Insurance Companies	A.M. Best's Rating & Financial Size Category *	Admitted/Non-Admitted **
Mutual of Omaha	A+ XV	Admitted
AIG	A XV	Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at <http://www.ambest.com/ratings>.

**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.