

**California Charter School  
Joint Powers Authority**

Member: **Making Waives Academy Schools**

Presented: April 13, 2020

Effective: July 1, 2020



# **2020-2021 Catastrophic Student Accident Insurance Renewal**

**Loann Le  
Vice President**

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April 13, 2020

Hung T. Mai  
Director of Finance  
Making Waves Academy Schools  
3220 Blume Drive, Suite 250  
Richmond, CA 94806

Re: CCSJPA Catastrophic Student Accident Insurance Proposal fro **Making Waves Academy**  
Effective Dates: 7/1/20 – 7/1/21

Dear Hung:

We are pleased to enclose our 2020-2021 Catastrophic Student Accident renewal proposal for your review. This proposal 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 upon receipt of your binding instruction. 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 insurance carrier is Mutual of Omaha Insurance Company with the A.M. Best Rating of A+ (Superior) and the Financial Status of XV; see Carrier Ratings and Admitted Status page.
- The insurance carrier is Mutual of Omaha Insurance Company, incumbent carrier.
- Renewal premiums for Option #4 is \$2,364.00 annually.
- Gallagher Student Health & Special Risk Commission: 13%. AJG Irvine Commission: 12%
- Premiums are based upon the number of students and is are not subject to annual audit.
- Please refer to the quotation for significant exclusions. Additional restrictions as noted in the quotation will be included in the policy under “Exclusions and Limitations”.
- Immediately report all claims directly to Mutual of Omaha Insurance Company:

US Mail: P. O. Box 31156, Omaha, NE 68131-0156

Telephone: 800-524-2324

Gallagher is responsible for the placement of the following lines of coverage:  
Catastrophic Student Accident

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

- This proposal of insurance features insurance policies which contain cancellation provisions to refund premium other than on a pro-rata basis for such occurrences including but not limited to non-payment of premium (short rate penalty provisions). At your request, we can detail the terms of such cancellation provisions.
- At binding, you commit to any provisions of coverage. There are no flat cancellations allowed.



C.C.S.J.P.A.

**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.

Sincerely,

*Loann Le*

Loann Le  
Vice President

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## Premium Quotation

Carrier Name: Mutual of Omaha Insurance Company  
2020-2021 Premium

### Catastrophic Student Accident Insurance Making Waves Academy Schools

Plan Design Options	2020 – 2021 Annual Premium Rate With a \$50,000 Deductible		2020 – 2021 Estimated No. of Students	2020 – 2021 Annual Premium
<b>Option #4</b> \$7,500,000 Maximum per Injury 10 year benefit period \$500,000 CAT Cash Benefit	PK-8 All Sports	\$1.26	672	\$847
	9-12 All Sports	\$3.62	419	\$1,517
	PK-8 No Football	\$1.07		
	9-12 No Football	\$2.31		
	<b>TOTAL PREMIUM – OPTION #4</b>			<b>\$2,364.00</b>

#### Plan Assumptions:

- Each school that would like to purchase coverage will need to complete the insurance program acceptance form included in the follow pages;
- A master policy will be issued to each school purchasing coverage;
- The insurance carriers allow for one 'coverage class' of students per level PK-8 and 9-12. For example, if a PK-12 school has football at the high school level, all students at the high school level fall into the class for '9-12 All Sports' and all Prek-8 students fall into the class for 'PK-8 No Football'. Similarly, if there is football offered at both the PK-8 level and the 9-12 level, then "PK-8 All Sports" and "9-12 All Sports" must be selected.
- Minimum, Fully-Earned Premium for each school that selects to purchase coverage:
  - **Option #1: \$500; Option #2: \$600; Option #3: \$650; Option #4: \$700**

**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

Full Excess <sup>1</sup> Accident Medical Benefit Maximum	\$7,500,000 or \$1,000,000 per injury/accident
Benefit Period	10 Years from the date of covered accident
Deductible <sup>3</sup>	\$50,000
Deductible Establishment Period	2 years
Medically Necessary Hospital Inpatient Services	Included in Medical Maximum
Extended Care Facility Confinement	\$365,000 per year
Combined Home Health Care & Custodial Care	\$25,000
Daily Room & Board Limit	Semi-Private Room Rate
Treatment of Mental Disorders	\$50 per visit, 1 visit per day, 50 visits per year
Chiropractic Benefit	\$1,000 per calendar year
Outpatient Physical Therapy Benefits	\$50,000 per calendar year
Prosthetic Device Benefit -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
<b>CAT Cash Benefit – Benefit Included if This Plan Option is Chosen</b>	
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

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

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

## Exclusions and Limitations

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 (only if instigated by the Insured);
23. fighting or brawling (other than an act of aggression instigated by an Insured);
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. Pre-existing Condition;
29. active duty service in any Armed Forces;



30. voluntary self-administration of any drug or chemical substance not prescribed by or not taken according to the directions of the Physician;
31. Injury caused by, attributable to, or resulting from the Insured's Intoxication;
32. 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;
33. operating a motor vehicle under the influence of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
34. 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;
35. services or treatment incurred to the extent they are paid or payable under any Other Insurance Plan;
36. 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;
37. Injury sustained by reason of a motor vehicle accident to the extent that benefits are paid or payable by any Other Insurance Plan.



## Additional Products & Services

For over 20 years, Gallagher Special Risk has been working with the Higher Education Community to provide insurance solutions; specializing in student health, athletic accident and special risk insurance programs. We provide comprehensive, cost-effective solutions for several hundred colleges, universities and secondary schools nationwide. Gallagher offers services that range from complete administrative management of college student health, athletic accident and special risk programs, to single product management and providing consultative services.

<p><b>Primary Insurance Verification Services</b></p> <p>Student-athletes without primary health insurance can be a significant burden on an excess athletic accident insurance policy. Gallagher offers insurance verification services to college and university clients to determine if a student-athlete has active health insurance. This can be a best practice for institutions to catch any students who are uninsured, which in turn protects the athletic accident insurance program.</p>	<p><b>Complete Concussion Care</b></p> <p>We've designed a Gallagher Exclusive program with Lloyd's of London that is designed to pay a one-time lump sum payment to a student-athlete who sustained a concussion / traumatic brain injury during a covered school sponsored athletic activity. The lump-sum payment would be distributed to an eligible student-athlete still experiencing symptoms two years beyond the date that their original injury occurred on. This program is designed to fill the gap between an institution's basic accident medical and catastrophic insurance.</p>
<p><b>International Students &amp; Scholars Health Insurance</b></p> <p>J-1 and F-1 via status international students and scholars traveling outside of their home country to the United States are eligible for Gallagher's ISS Health Insurance program. This shelf plan provides coverage to your students for doctors' visits, emergency room visits, inpatient and outpatient hospital services, outpatient prescription drug coverage, wellness care, dependent coverage, and 24 hour worldwide assistance services, which includes medical evacuation and repatriation. Our program also offers plan designs which include a benefit for student-athletes who are injured during a covered intercollegiate sporting activity.</p>	
<p><b>Study Abroad Insurance Plans</b></p> <p>Gallagher offers both Silver and Gold plans which provide medical services such as physician and emergency room visits, inpatient and outpatient hospital services and pharmacy coverage. The plan also covers medical evacuations (including coverage for natural disasters) and repatriation of remains, and provides a 24-hour worldwide assistance program with services such as trip cancellation, trip interruption, lost luggage, medical referrals and guarantee of payment directly to providers abroad.</p>	<p><b>Student Health Insurance Plans (SHIP)</b></p> <p>Gallagher has been offering comprehensive student health insurance programs since 1994. We have direct access to every reputable A rated carrier in this niche. As the largest independent national broker we are able to leverage our expertise to secure favorable coverage terms for your student while providing our student health clients with superior service.</p>
<p><b>Catastrophic Club / Intramural Accident Plans</b></p> <p>Athletic departments should also consider the risks associated with their club and intramural sports programs on campus. Insurance policies can be customized to include high limits, lifetime benefit periods and AD&amp;D benefits.</p>	<p><b>Other Specialty Insurance Products:</b></p> <ul style="list-style-type: none"> <li>-Accident policies for Camps, Clinics, Tournaments &amp; Other Special Events</li> <li>-Event Cancellation / Loss of Revenue</li> <li>-High Limit Accidental Death &amp; Dismemberment</li> <li>-Prospective Professional Athlete Insurance</li> </ul>

## Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated April 13, 2020, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

**EFFECTIVE: JULY 1, 2020**

Plan Design Options	2020 – 2021 Annual Premium	
<input type="checkbox"/> Option #4	Total Annual Premium	\$2,364

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

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: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

## Carrier Ratings and Admitted Status

<b>Proposed Insurance Companies</b>	<b>A.M. Best's Rating &amp; Financial Size Category *</b>	<b>Admitted/Non-Admitted **</b>
<b>Mutual of Omaha Insurance Company</b>	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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\*\*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.