



April 12, 2022

Making-Waves, Inc., DBA Making Waves Academy
4123 Lakeside Drive
Richmond, CA 94806

Re: 2022 – 2023 Catastrophic Student Accident

Dear Hung,

Your policy will be renewing shortly. Attached is our quotation for coverage.

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

We would like to outline the following notable points for your consideration:

- Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.
- The insurance carrier is Mutual of Omaha Insurance Company.
- The renewal premium for the incumbent option is \$2,703.78, other options are noted on the Compensation Disclosure & Client Authorization to Bind page. You will receive an invoice from our office at time of binding.
- The premium is subject to the following minimum premiums: Option #1 = \$500; Option #2 = \$600; Option #3 = \$650; Option #4 = \$700.
- The premium is based upon Student Count.
- Significant policy exclusions include but are not limited to the following: Please refer to the attached quote page titled "Exclusion & Limitations."
- Immediately report all claims to Mutual of Omaha Insurance Company:
Phone: 1-800-524-2324
Mail: PO Box 31156, Omaha, NE 68131-0156
Email: specialrisk.claims@mutualofomaha.com
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.
- 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.
- It is recommended that you consider purchasing coverage for the following coverages, which are not included in your insurance program:
 - Foreign Travel Package (if necessary)
- 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.



Insurance | Risk Management | Consulting

To renew this policy, please refer to the 'Client Authorization to Bind Coverage' page attached.

1. Note any changes you desire to be made.
2. Date and sign.
3. 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,

Kiki Goldsmith

Compensation Disclosure Schedule

Coverage	Carrier Name	Wholesaler, MGA, or Intermediary Name 1	Estimated Annual Premium 2	Comm % or Fee 3	Gallagher U.S. owned Wholesaler, MGA or Intermediary % 4
Catastrophic Student Accident	Mutual of Omaha Insurance Company	AJG Student Health & Special Risk	Option #1: \$1,749.87	12%	13%
			Option #2: \$2,181.81		
			Option #3: \$2,234.34		
			Option #4: \$2,703.78		

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/wholesaler.
2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
3. The commission rate is a percentage of annual premium excluding taxes & fees.
* Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

Important Disclosures

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

TRIA/TRIPRA Disclaimer – If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "**CAB**") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have

obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

- A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("**Dispute**"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.
- B. The party asserting a Dispute must provide a written notice ("**Notice**") of the claim to the other party and to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.
- C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

Chief Compliance Officer
Gallagher Global Brokerage
Arthur J. Gallagher & Co.
2850 Golf Rd.
Rolling Meadows, IL 60008

CARRIER RATINGS AND ADMITTED STATUS

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

Making-Waves, Inc., DBA Making Waves Academy

Client Authorization to Bind Coverage

After careful consideration of Gallagher's Proposal dated April 12, 2022 you accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Catastrophic Student Accident – Option #1
	Mutual of Omaha Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Catastrophic Student Accident – Option #2
	Mutual of Omaha Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Catastrophic Student Accident – Option #3
	Mutual of Omaha Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Catastrophic Student Accident – Option #4 – Incumbent Option
	Mutual of Omaha Insurance Company

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Foreign Travel Package

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

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/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: _____
Print Name (Specify Title)

Company

Signature

Date: _____

Catastrophic Student Accident Application for 7/1/22 - 7/1/23

Name of School _____

School Address _____

Name of Person Completing Form _____

Title _____

Phone # _____

Signature _____

PLEASE SELECT ONE OF THE BELOW PLAN OPTIONS, PROVIDE THE STUDENT COUNT & OTHER REQUESTED INFORMATION. ONCE COMPLETE, PLEASE RETURN FORM TO Kiki Goldsmith: Kiki_Goldsmith@ajg.com

Plan Option	Do any of your schools have any organized sports teams?	Student Categories	Estimated # of Students for 2022-2023
Option #1 _____ <ul style="list-style-type: none"> \$1,000,000 Maximum per Injury 10 year benefit period \$50,000 Deductible 	Yes <input type="radio"/> No <input type="radio"/>	PK - 8th	
		9th - 12th	
Option #2 _____ <ul style="list-style-type: none"> \$1,000,000 Maximum per Injury 10 year benefit period \$500,000 CAT Cash Benefit \$50,000 Deductible 	Yes <input type="radio"/> No <input type="radio"/>	PK - 8th	
		9th - 12th	
Option #3 _____ <ul style="list-style-type: none"> \$7,500,000 Maximum per Injury 10 year benefit period \$50,000 Deductible 	Yes <input type="radio"/> No <input type="radio"/>	PK - 8th	
		9th - 12th	
Option #4 _____ <ul style="list-style-type: none"> \$7,500,000 Maximum per Injury 10 year benefit period \$500,000 CAT Cash Benefit \$50,000 Deductible 	Yes <input type="radio"/> No <input type="radio"/>	PK - 8th	
		9th - 12th	

California Charter School Joint Powers Authority

250 East 1st Street
Los Angeles, CA 90012

Presented: March 29, 2022
Effective: July 1, 2022



Student Health &
Special Risk

2022-2023 Catastrophic Student Accident Insurance Renewal

Dan Buckley
Senior Vice President

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

Chris Foti
Client Service Manager

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

March 29, 2022

Kiki Goldsmith
Client Service Executive
Arthur J. Gallagher & Co.
18201 Von Karman, Suite 200
Irvine, CA 92612

Re: CCSJPA Catastrophic Student Accident Insurance Proposal – Individual School Purchase
Effective Dates: 7/1/22 – 7/1/23

Dear Kiki,

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 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.
- Gallagher Student Health & Special Risk Commission: 13%
- AJG Branch Commission: 12%
- 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.

Sincerely,



Daniel J. Buckley
Senior Vice President
Gallagher Student Health & Special Risk

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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.</p> <p>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

Carrier Name: Mutual of Omaha Insurance Company
2022-2023 Premium

Catastrophic Student Accident Insurance Individual School Purchase Rating

Plan Design Options	2022 – 2023 Annual Premium Rate With a \$50,000 Deductible	
	Option #1 \$1,000,000 Maximum per Injury 10 year benefit period	PK-8 All Sports
9-12 All Sports		\$2.35
PK-8 No Football		\$0.70
9-12 No Football		\$1.47
Option #2 \$1,000,000 Maximum per Injury 10 year benefit period \$500,000 CAT Cash Benefit	PK-8 All Sports	\$1.01
	9-12 All Sports	\$2.93
	PK-8 No Football	\$0.87
	9-12 No Football	\$1.86
Option #3 \$7,500,000 Maximum per Injury 10 year benefit period	PK-8 All Sports	\$1.05
	9-12 All Sports	\$2.98
	PK-8 No Football	\$0.90
	9-12 No Football	\$1.91
Option #4 \$7,500,000 Maximum per Injury 10 year benefit period \$500,000 CAT Cash Benefit	PK-8 All Sports	\$1.26
	9-12 All Sports	\$3.62
	PK-8 No Football	\$1.07
	9-12 No Football	\$2.31

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 ¹ 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 ³	\$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
CAT Cash Benefit – Benefit Included if This Plan Option is Chosen	
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

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

³ 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.

Carrier Ratings and Admitted Status

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