



# Risk Management and Insurance Briefing



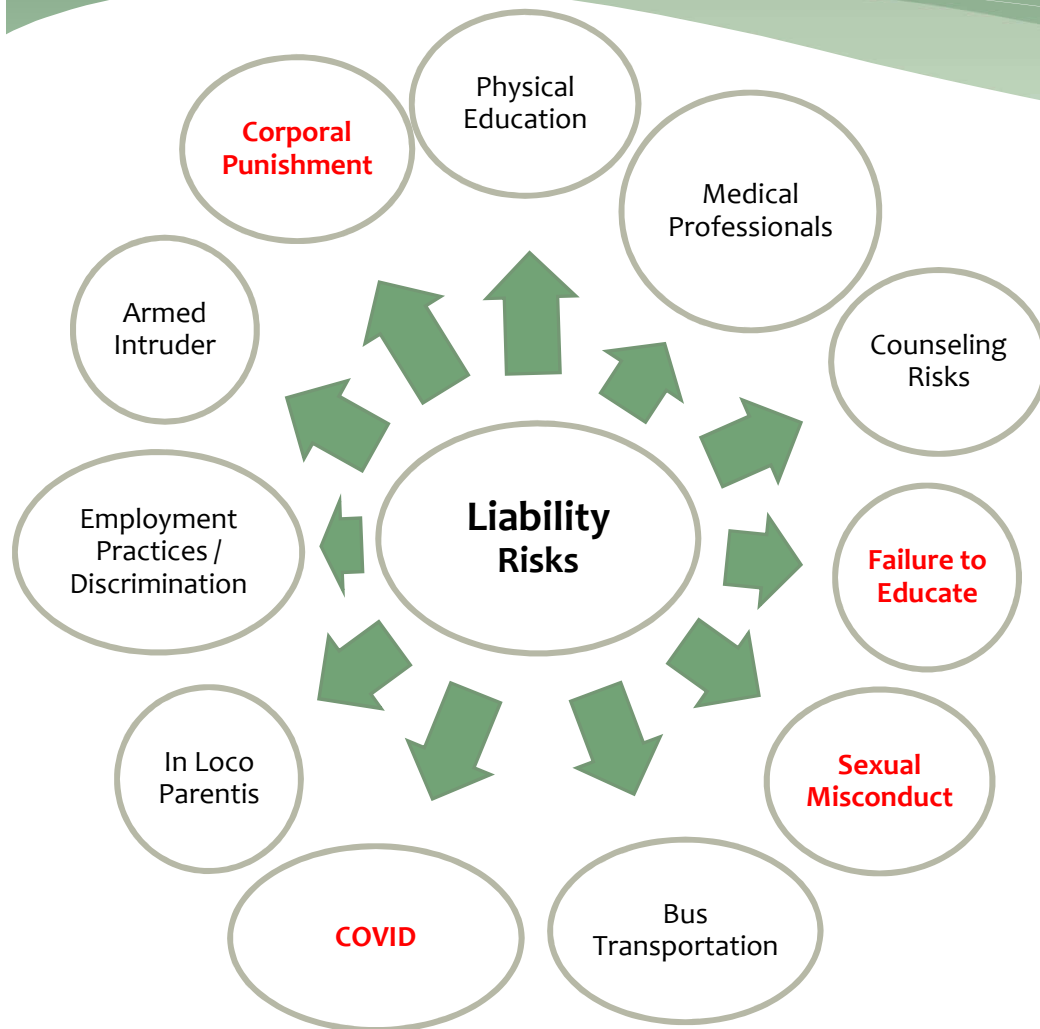
AUSTIN  
Insurance Professionals & CO., INC.

# Austin & Co., Inc.

## Agency Profile

- ✓ Shawn Berger, CSRM, Account Executive, Property & Casualty, Austin & Co.
- ✓ Carol Wells, CSRM, Sr. Commercial Lines CSR, Austin & Co.
- ✓ Certified School Risk Managers - 20 Employees
- ✓ 250+ Non Public K-12 Clients (100+ Charters)
- ✓ Largest Regional Provider of Insurance Programs to Independent and Charter Schools
- ✓ Independent School Program - Established 1974
- ✓ Extensive References Available Upon Request
- ✓ In House Claims Team

# Charter School Risk Considerations



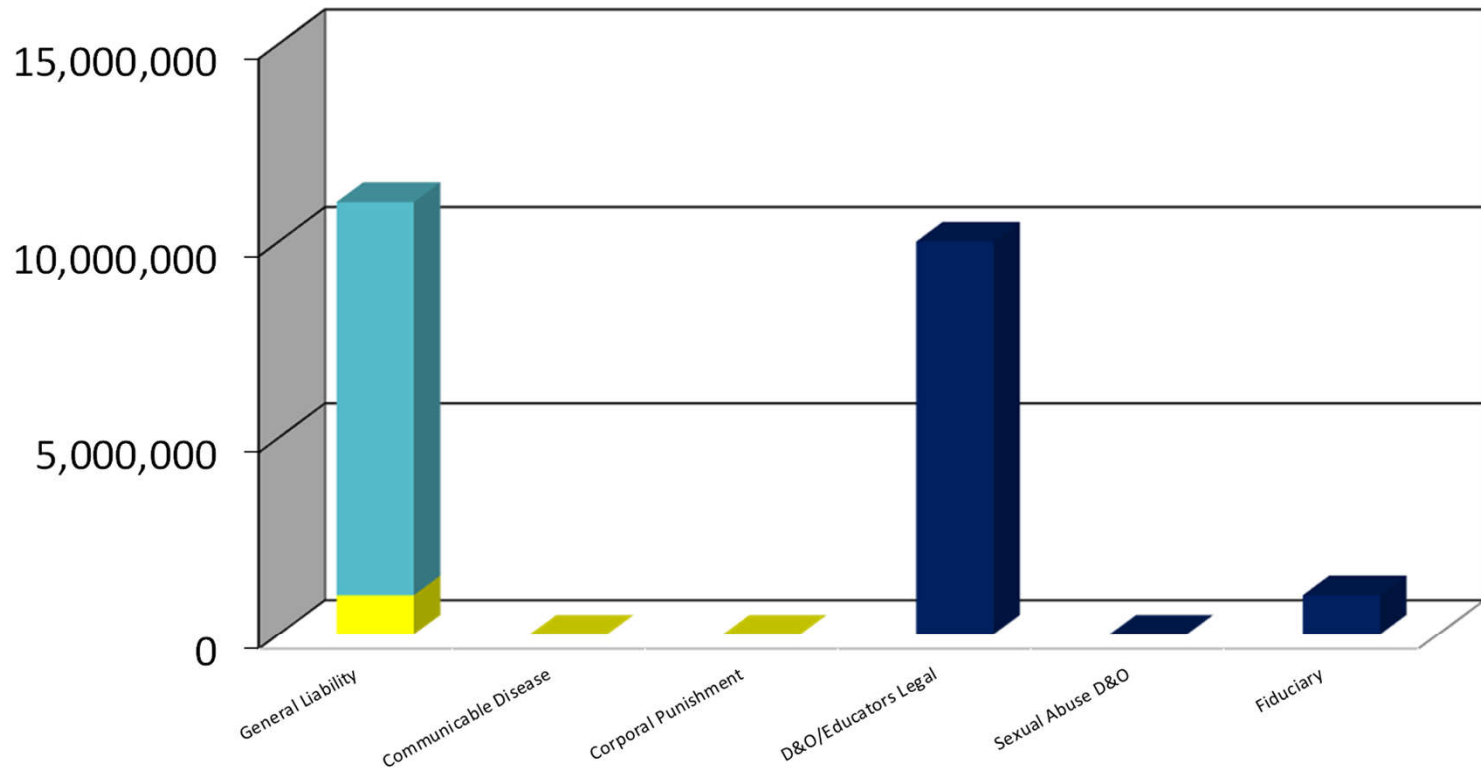
# Our Analysis

- Streamlined Renewal Process-Usually only 1-2 applications

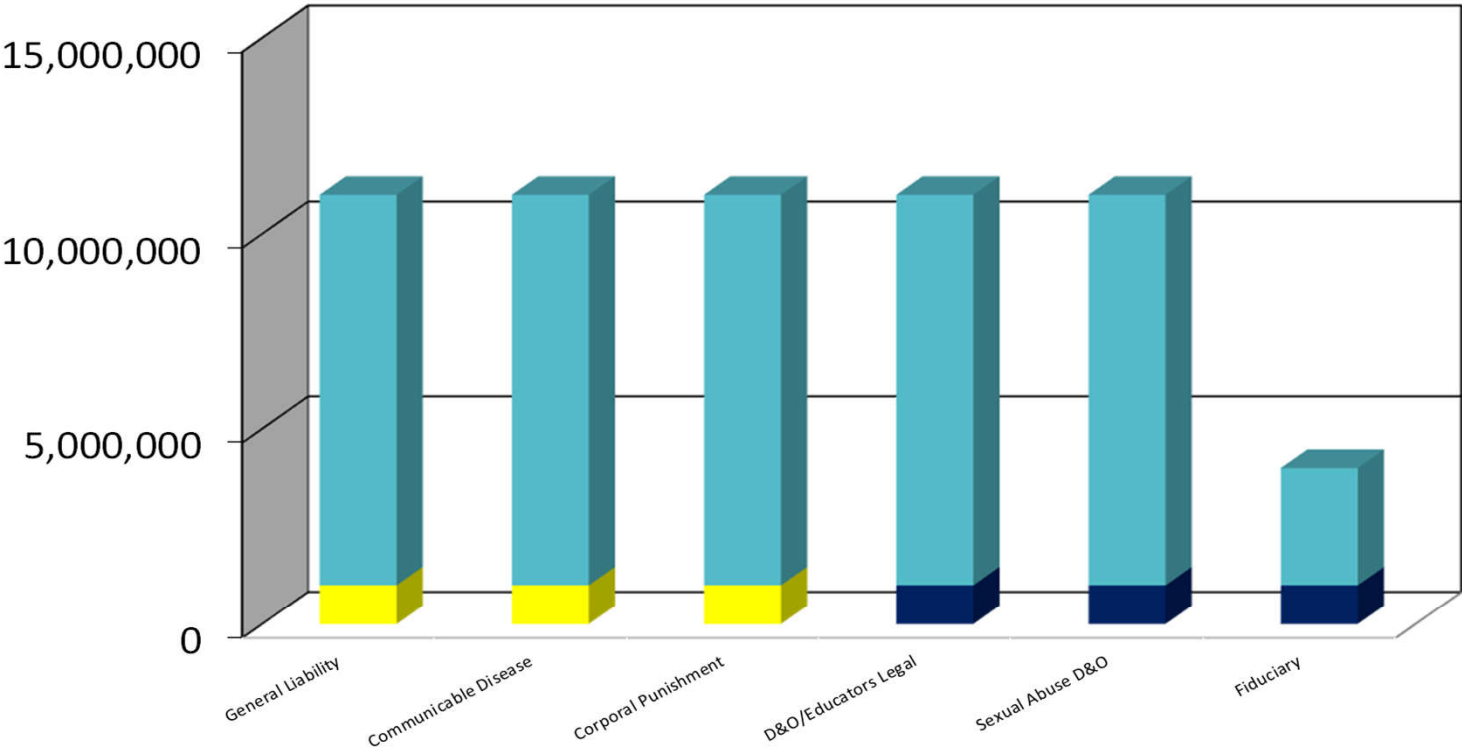
Coverage	Ivy Hill Prep Expiring Program	Benchmark Austin School
Communicable Disease	Excluded	Full Policy Limits
Corporal Punishment	Limited/Excluded	Full Policy Limits
Sexual Abuse on D&O	Excluded	Full Policy Limits
Trampoline/Rebounding Device	1,000,000 Limit	Full Policy Limits
Fiduciary	1,000,000 Limit	4,000,000 Limit

- Gallagher requires you to sign an agreement where the school has to indemnify Arthur J Gallagher.
- **Austin & Co. does not have this requirement.**

# Your Expiring Limits



# Austin Proposal





Insurance | Risk Management | Consulting

## Exclusions include, but are not limited to:

- Recording and Distribution of Material or Information in Violation of Law Exclusion - CG 00 68 05 09
- Exclusion-Access or Disclosure of Confidential or Personal Information & Data- Related Liability- With Limited Bodily Injury Exception - CG 21 06 05 14
- **Communicable Disease Exclusion - CG 21 32 05 09**
- Silica or Silica-Related Dust Exclusion - CG 21 96 03 05
- Nuclear Energy Liability Exclusion - IL 00 23 07 02
- Exclusion - Students Medical Payments - MGL 1310 10 16
- Limited Exclusion - Firearms Or Conducted Energy Devices With Specified Exceptions - MGL 1321 02 19
- **Amendment Of Expected Or Intended Injury Exclusion - Restraint Or Removal Of Students - MGL 1322 10 16**
- Limited Exclusion - Professional Services with Exceptions for Student Interns and Certain Medical Services - MGL 1324 10 16
- Exclusion - Fungi or Bacteria - MIL 1301 03 14
- Exclusion - Asbestos - MIL 1303 05 15
- Exclusion - Lead - MIL 1304 05 15
- Exclusion - Punitive Damages - MIL 1305 05 15

# D&O Exclusion

## B. Exclusions

With respect to this section of the Policy, no fact pertaining to the conduct of any "insured educator" shall be imputed to any other "insured educator" and only facts pertaining to, or conduct of, any past, present, or future directors, trustees, officers, regents, governors, or members of the Board of Trustees of the "educational organization" shall be imputed to the "educational organization" or any "subsidiary" to determine if coverage is available.

This insurance does not apply to any "claim" or "wrongful act", regardless of the cause of action or legal theory alleged, that is based upon, attributable to, related to, or arising out of:

### 25. Sexual Abuse And Molestation

- a. "Sexual abuse and molestation" of a person; or
- b. Negligence or other wrongdoing by the insured in the:
  - (1) Employment;
  - (2) Investigation;

MPL 0001-NY 10 16

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- (3) Supervision;
  - (4) Reporting to the proper authorities, or failure to so report; or (5) Retention;
- of any person for whose acts the insured may be held liable for the actual or alleged "sexual abuse and molestation" of another person.