

## Insurance Proposal

**August 20, 2019**

**Johnson-Pohlmann**

Attn: John Funkhouser  
129 S 4th St Danville, KY 40422

**Applicant:** Danville Independent School District  
115 E Lexington Ave  
Danville, KY 40422

**Submission #:** US944163

**Policy Period:** 09/01/2019 12:01 AM To 07/01/2020 12:01 AM

**Coverage:** Accident & Health

**Issuing Company:** United States Fire Insurance Co

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We are pleased to submit our proposal for the above captioned applicant.

Please read the attached quote carefully as coverage offered may be more limited than coverage requested.

Note :

Minimum earned premium may apply to this policy. See attached carrier quote for specifics. Please note that all fees are fully earned at inception.

TRIA coverage if applicable is offered on the attached carrier's quote.

Please review any minimum and deposit, audit, and/or cancellation provisions on the attached carrier quote for details regarding possible return premiums and additional premium charges.

I look forward to hearing from you, and please call if you have any questions.

Thank you for your business.

Regards,

Kent Lynch  
Director  
Alive Risk  
KLYNCH@allrisks.com

## Insurance Proposal

### Cost Summary

|                           |                   |
|---------------------------|-------------------|
| Accident & Health Premium | \$2,369.00        |
| <b>Total Policy Cost</b>  | <b>\$2,369.00</b> |

**Agent Commission: 10%**

### Compensation Disclosure

In the process of reviewing and attempting to place insurance for your client, we may perform any number of tasks that may or may not include: the review and assessment of your application, losses and risk profile, communicating with various insurance carriers or their representatives, risk analysis, policy or coverage comparison, inspections, reviewing coverage terms offered, policy issuance and servicing of the policy post binding. We may charge a fee for these services in addition to any commission that may be payable to us by the Insurance Carrier with whom we bind your client's business.

Any fees charged are fully earned at inception of the policy and will not be returned unless required by applicable law. Fees may be applicable to any transaction requiring additional premium including audits and endorsements as well as new and renewal policies. All fees will be itemized separate from premium in our Quotes. Insureds are under no obligation to purchase insurance proposed by us including a fee and insurance carriers are under no obligation to bind any insurance proposed in our quotes. The fees we charge are not required by state law or the insurance carrier.

The insurer with whom your insurance is placed may have an agreement with All Risks, Ltd. to pay additional compensation. This compensation will be in addition to the fees and commissions earned on the business we are placing for your Client's insurance. The calculation of this additional compensation is determined based on a number of factors including, but not limited to: premium volume, loss experience, general profitability and renewal retention. The calculation contemplates the amount and performance of all insurance business placed with the insurance carrier by All Risks, Ltd. during the term of the agreement and is not calculated on a per policy basis but rather on a portfolio basis after a set period of time has expired.



## Catastrophic Accident Medical Proposal

**Date:** August 20, 2019

**Applicant:** Danville Independent School District  
**Mailing Address:** 115 E Lexington Ave  
Danville, KY 40422

**Primary Insurer:** United States Fire Insurance Company – AM Best “A” Rated

**Policy Period:** September 01, 2019 - July 01, 2020

**Eligibility:** Registered student athletes grades 9-12 only

**Description of Hazards:** Subject to all other provisions of this Certificate, coverage is provided for a Covered Person while he is:

- (1) Taking part in:
  - (a) A regularly scheduled athletic game or competition; or
  - (b) A practice session for an athletic team or club;
- (2) Traveling to or from such a game, competition or practice session provided he is:
  - (a) Traveling with the athletic team or club; and
  - (b) Under the direct and immediate supervision of:
    - (i) The athletic team or club; or
    - (ii) An adult authorized by the athletic team or club; or
- (3) Traveling directly, without interruption:
  - (a) Between his home and a scheduled game, competition or practice session;
  - (b) In a vehicle which is
    - (i) Designated or furnished by the athletic team or club;
    - (ii) Operated by a properly licensed, adult driver; or
    - (iii) Under the direct supervision of the athletic team or club; or
  - (c) In a vehicle other than that described in (3)(b) when:
    - (i) Operated by a properly licensed driver; and
    - (ii) Travel time does not exceed an hour each way.

“Travel time” includes the time:

- (i) To or from home, a scheduled game, competition or practice session;
- (ii) Before required attendance time;
- (iii) After the Covered Person is dismissed; and
- (iv) After the Covered Person completes extra duties assigned by the School.

## Benefit - Mandatory Accident Medical Insurance

|  |   |
|--|---|
| <b>PLAN DESIGN:</b>  | Full Excess Benefits<br>Co-Insurance 100% of Usual, Reasonable &<br>Customary (URC) Charges |
| <b>BENEFIT PERIOD:</b>                                       | 10 Years  |
| <b>ACCIDENT MEDICAL MAXIMUM BENEFIT AMOUNT (PER INJURY):</b> | \$5,000,000   |
| <b>CATASTROPHIC CASH BENEFIT:</b>                            | \$250,000   |
| <b>DEDUCTIBLE (BASE PLAN LIMIT):</b>                         | \$25,000  |
| <b>DEDUCTIBLE ESTABLISHMENT PERIOD:</b>                      | 2 Years   |

## Premium and Agent Commission

|                              |                            |
|------------------------------|----------------------------|
| <b>Premium:</b>              | \$2,369.00                 |
| <b>Agent Commission:</b>     | 10%                        |
| <b>Premium Payment Plan:</b> | Net Premium due at Binding |

Policy is non-auditable  
Premium 100% earned at policy inception

## Claims Administration

AG Administrators. [www.agadministrators.com](http://www.agadministrators.com)  
▪ On line claims reporting  
▪ Institution 24 hour access to claim reports

## Subjectivities

- Signed Application
- Binding of Base Plan coverage

Quote valid until **September 01, 2019**



This is a Summary of Benefits ONLY and for illustration purposes ONLY.  
This is not a Policy and does not contain all coverage terms, conditions and exclusions.  
The provisions of the final policy prevail.



# UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: 5 Christopher Way • Eatontown, NJ 07724

## BLANKET ACCIDENT APPLICATION

### 1. POLICYHOLDER INFORMATION

Applicant/Policyholder (Full Legal Name) Danville Independent School District

Address 115 E Lexington Ave.

City Danville State KY Zip Code 40422

Phone Number \_\_\_\_\_ FAX Number \_\_\_\_\_

Type of business or organization: \_\_\_\_\_ School \_\_\_\_\_

Covered Activities: \_\_\_\_\_ Sports Only (Catastrophic Coverage) \_\_\_\_\_

Duration of Covered Activities: \_\_\_\_\_ September 1, 2019 - July 01, 2020 \_\_\_\_\_

2. Requested Effective Date: \_\_\_\_\_ September 01, 2019 \_\_\_\_\_

3. Class of Eligible Persons: Registered Student Athletes Grades 9 - 12 Only

4. Description of Benefits See attached Schedule of Benefits

Persons who qualify within the Plans and classes described below are eligible to be insured under the Policy.

The Applicant/Policyholder agrees to the following terms.

1. The Applicant will promptly furnish any records or other information necessary to insure the proper administration of the insurance plans to the Underwriting Company. The Applicant further agrees to allow the Underwriting Company or its Administrator to examine all records that pertain to the insurance plans.
2. The consideration for the requested insurance is the Underwriting Company's acceptance of this application and the Applicant's payment of the required premium when due. Payment of the required premium, if any, after delivery of the policy acts as acceptance of the terms and conditions of the policy.

The Applicant represents that the information provided to the Underwriting Company to determine the terms of the insurance applied for is true and correct and forms the basis of the requested insurance.

**IMPORTANT NOTE:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ACCEPTANCE:

\_\_\_\_\_  
(Signature and Title of Applicant's Authorized Representative)

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

\_\_\_\_\_  
(City and State)

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature and Title of Underwriting Insurance Company Representative)

***FOR COMPANY USE ONLY:***

**SALES**

**OFFICE:** \_\_\_\_\_ **BROKER/AGENT:** \_\_\_\_\_

## **FRAUD WARNING STATEMENT**

**FOR RESIDENTS OF ALL STATES OTHER THAN THOSE LISTED BELOW:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**ARIZONA:** For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

**ALASKA and KENTUCKY:** Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false, incomplete or misleading information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may be prosecuted under state law.

**CALIFORNIA:** For your protection California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**COLORADO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**FLORIDA WARNING:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**IDAHO:** Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

**KANSAS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of insurance fraud as determined by a court of law and may be subject to fines and confinement in prison.

**KENTUCKY:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**MARYLAND:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NEW HAMPSHIRE:** Any person who, with a purpose to injure, defraud, or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

**NEW JERSEY:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NEW MEXICO and PENNSYLVANIA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**OHIO:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**OKLAHOMA:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**TENNESSEE, and WASHINGTON:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**TEXAS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.



**NEW YORK\*:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

\*The fraud warning in NY must appear above the signature line.

**VIRGINIA:** Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits and application or files a claim containing a false or deceptive statement may have violated state law.