

*Mutual of Omaha Insurance Company*



New Business Proposal for:

## **Todd County Board of Education**

*We will be the kind of company  
our customers value, people admire  
and our competitors envy.*

**PRESENTED BY:**



**Roberts Insurance & Investments**

This Proposal is valid for 90 days.

May 3, 2010

## PROPOSED BASE PLAN OF INSURANCE

**Policyholder:** Todd County Board of Education  
205 Airport Road Elkton, KY 42220

**Policy Number:** T5MP-P-TBD

**Term of Coverage:** August 1, 2010 to August 1, 2011

**Aggregate Limit:** None

**Eligibility:** All registered students, teachers, and/or coaches of the Policyholder. (100% Participation)

**Activity Dates:** August 1, 2010 to August 1, 2011

**Covered Activities:** While participating in the following activities which are sponsored and supervised by the Policyholder:

- Schooltime;
- School related activities;
- As a member of a team in intramural, club, or interscholastic sports; and
- Travel to, during or after such activities as a member of a group in transportation furnished or arranged by the Policyholder.

*All covered activities are limited to locations within the United States.*

### **Effective Date of Individual Insurance:**

Each eligible person becomes an Insured Person on the later of:

- (a) the policy effective date;
- (b) the date the person becomes eligible to be included within a class of persons eligible for coverage under this policy.

### **Individual Terminations:** (Individual Provision No. 3 applies if this space is left blank)

Insurance for any Insured Person shall end on the first of the following dates:

- (a) the date any premium for the Insured is due and unpaid;
- (b) the date the Insured ceases to be within a class of persons eligible for coverage under this policy; or
- (c) the date this policy is terminated.

### **Change in Coverage:**

Each Insured Person is covered under the Insuring and Benefit Provisions applicable to the class in which he or she qualifies:

- (a) beginning on the date the person becomes eligible to be included in the class; and
- (b) ending on the date the person ceases to be eligible to be included in the class.

No change may be made unless authorized by the Company. If there is a change in the amount or type of benefits provided by the Policy, such change shall apply only to covered losses that occur on or after the effective date of the change.

### **Benefits:**

<b>A.</b>	<b><u>Class</u></b>	<b><u>Insuring Provision Applicable</u></b>	<b><u>Benefit Provision(s) Applicable</u></b>
	All	6773M – Sponsored Activities	6653M – AD & Specific Loss 6425M – Accident Medical 00M1M – Heart & Circulatory

**B. The amount of benefits for each Benefit Provision shown above is as follows:**

**Accidental Death & Specific Loss**

Principal Sum

Loss Period

**Rider 6653M**

\$10,000.00

Loss within 180 days of Injury

Loss Schedule:

Loss of Life

Loss of Both Feet, Both Hands or Both Eyes

Loss of One Hand and One Foot

Loss of One Hand & One Eye or One Foot & One Eye

Loss of One Hand, One Foot or One Eye

Loss of Speech and Hearing

Loss of Speech or Hearing

Loss of Thumb and Index Finger of the Same Hand

Principal Sum

Principal Sum

Principal Sum

Principal Sum

½ Principal Sum

Principal Sum

½ Principal Sum

¼ Principal Sum

Only one of the amounts shown above (the largest applicable) will be paid for covered injuries resulting from one accident.

**Heart & Circulatory Malfunction Death Benefit**

Principal Sum

Loss Period

**Rider 00M1M**

\$10,000.00

Loss within 90 days of Injury

**Accident Medical Expense: Full Excess**

Maximum Benefit Amount

Benefit Percentage

Medical Deductible

Loss Period

Benefit Period

**Rider 6425M / 6925M**

\$25,000.00

100% of U&C

\$0.00 per Injury

Initial treatment received within 60 days of Injury

Payable for 104 weeks from date of accident

Eligible Medical Expenses are:

- a) Treatment by a Legally Qualified Physician;
- b) Care or services from a Hospital or Ambulatory Surgical Center;
- c) Services from a registered graduate nurse (RN or LPN) not related to the Insured by blood or marriage;
- d) Professional ambulance service;
- e) Orthopedic appliances

Outpatient Physical Therapy Expense Benefit  
(includes Chiropractic and Spinal Treatment)

Maximum Benefit Amount:

OPTION A

OPTION B

\$1,000.00 per Injury\*\*

U&C per Injury\*\*

Dental/Orthodontia Expense Benefit  
(covers injuries to sound, natural teeth)

Maximum Benefit Amount

Benefit Period for Extended Dental ONLY

U&C per tooth, not to exceed \$5,000.00 per Injury\*\*

Payable for 5 years from the date of accident

Orthopedic Appliances

Maximum Benefit Amount

\$500.00 per Injury\*\*

Prescription Drug Expense Benefit

Maximum Benefit Amount

U&C per Injury\*\*

Durable Medical Expense Maximum Benefit Amount	\$1,000.00 per Injury**
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Replacement of eyeglasses, hearing aids, contact lenses and examinations ((payable only when medical treatment is received for a covered injury) Maximum Benefit Amount	U&C per Injury**
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\*\*Subject to the Accident Medical Expense Deductible and Maximum Benefit.

**The following riders are attached to and made a part of this policy:**

Full Excess Coverage Amendment Rider	6925M
Facility of Payment Amendment Rider	6926M
Ambulatory Surgical Expense Benefits Rider	4587M KY
Payment of Claims Amendment Rider	0842M
Amendment Rider	335MS-NN

- Amend "CLAIMS PROVISIONS" of the policy

**Premium:**

Annual Premium – Base Plan	
OPTION A	\$20,596.00
OPTION B	\$22,755.60

**EXCLUSIONS AND LIMITATIONS - 6773M**

This provision does not cover:

- (a) suicide, attempted suicide, or intentionally self-inflicted injury while sane or insane (in Missouri, while sane only);
- (b) injuries caused by an act of declared or undeclared war;
- (c) injuries received while in the armed service (upon notice to us of entry into an armed service, the pro rata premium will be refunded);
- (d) injuries received while acting as a pilot or crew member;
- (e) injuries resulting from air travel, except while as a passenger for transportation only;
- (f) injuries resulting from the Insured's engagement in or attempt to commit a felony or being engaged in an illegal occupation;
- (g) injuries received while under the influence of any controlled substance, unless administered on the advice of a Legally Qualified Physician;
- (h) injuries received while Intoxicated as specifically defined in this provision; or
- (i) injuries sustained while traveling other than as specifically stated in this provision.

**EXCLUSIONS AND LIMITATIONS – 6425M**

This provision is subject to the Exclusions and Limitations of the Insuring Provisions applicable to the Insured. Exclusions and Limitations also include: (a) the cost of eyeglasses, contact lenses or examinations for either; (b) the cost of dental treatment, except as specifically provided for Injuries to sound, natural teeth; (c) Injuries covered by workers' compensation or employer's liability laws; (d) treatment of a hernia.

# PROPOSED CATASTROPHIC PLAN OF INSURANCE

<b>Name of Policyholder:</b>	Student Insurance Trust
<b>Policy Number:</b>	SB20CC – 50078
<b>Participating School:</b>	Todd County Board of Education
<b>Participating School Account No.:</b>	SB20CC-P-50173-085
<b>Annual Premium:</b>	\$2,297.10
<b>Eligibility:</b>	All enrolled students of the participating school or school district participating in a covered event listed below.
<b>Covered Event:</b>	Students during participation in school sponsored and supervised events, excluding events covered by the Kentucky High School Athletic Association catastrophic policy (SB20CC-P-50581) and covered travel as defined under the policy.
<b>Aggregate Limit of Liability:</b>	\$5,000,000.00
<ul style="list-style-type: none"><li>This is the maximum amount for which We are liable for an Insured Person for all benefits under this plan due to any one Accident.</li></ul>	
<b>Covered Accident Deductible:</b>	\$25,000.00
<ul style="list-style-type: none"><li>Eligible medical expenses payable under any other insurance policy or service contract will be used to satisfy or reduce the Covered Accident Deductible</li></ul>	
<b>Medical, Dental, Rehabilitative and Custodial Care Expense Benefits:</b>	
Benefit Percentage	100%
Deductible Establishment Period	24 Months
Maximum Benefit Period	Lifetime
Maximum Benefit Amount	\$5,000,000.00
Maximum for Medically Necessary Hospital Inpatient Services and Supplies	Included in Medical Maximum
Maximum for confinement in an Extended Care Facility per Calendar Year	\$365,000.00

Daily Room and Board Limit For:	Average Semi-Private Rate of
Private or Semi-Private Room	Hospital in which Confined
Intensive Care	Reasonable and Customary Charges
Combined Home Health Care and Custodial Care	
Maximum Benefit per Calendar Year	\$100,000.00
Custodial Care Maximum Benefit per Calendar Year	
subject to the Combined Home Health Care and	
Custodial Care Maximum Benefit per Calendar Year	\$100,000.00
Home Health Care Maximum Benefit per Calendar Year	
subject to the Combined Home Health Care and	
Custodial Care Maximum Benefit per Calendar Year	\$100,000.00
Treatment of Mental or Nervous Disorders	
Doctor Fees –	
Amount per Visit	\$90.00
Visits per Day	1
Number of Visits per Calendar Year	50
Inpatient Hospital	Up To 45 Days
Maximum Chiropractic Benefit	
Maximum Amount per Calendar Year	\$1,000.00
Maximum Visits per Calendar Year	N/A
Maximum Outpatient Physical Therapy Benefit	
Maximum Amount per Calendar Year	\$50,000.00
Maximum Visits per Calendar Year	N/A
Maximum Prosthetic Limitation	
Benefit Amount payable during the first two (2) Years	
after covered accident	\$100,000.00
Benefit Amount payable for each consecutive	
ten (10) year period immediately thereafter	\$100,000.00
	\$200,000.00 If amputation of the leg
	above the knee
Lifetime Maximum Benefit Amount	\$500,000.00
	\$750,000.00 If amputation of the leg
	above the knee
<b>Disability Benefit:</b>	
Total Disability Benefit	
First 12 Months	\$1,000.00 Per Month
After First 12 Months	\$1,000.00 Per Month
Total Disability Maximum Period Payable	Lifetime
Partial Disability Benefit	\$750. 00 Per Month

Average Gross Monthly Earnings Limit for Partial Disability	\$2,500.00 For 6 Months
After-Tax Monthly Compensation	\$500.00
Partial Disability Maximum Period Payable	Lifetime
<b>Adjustment Expense Benefit:</b>	
Family Counseling	Must be rendered within 24 months after the Covered Accident
Maximum Number of Visits	50
Maximum Amount per Visit	\$90.00
Training of Family Member	Must be rendered within 24 months after the Covered Accident
Maximum Expense for Training	\$10,000.00
Travel for Immediate Family Members	Must occur within 24 months after the Covered Accident
Maximum Expense for Travel per Family Member	\$10,000.00
Lost Earnings	
% of Gross Lost Earnings	75%
Maximum Lost Earnings per Week	\$1,000.00
Maximum Number of Weeks Covered Accident	13 within a 24 month period after the
Maximum Benefit	\$30,000.00
<b>Special Expense Benefit:</b>	
Limit During First 10 Years Following the Date of the Covered Accident	\$100,000.00
Limit For Each 10 Year Period Thereafter:	\$ 50,000.00
<b>Ancillary Illness Or Injury Benefit:</b>	
Not to Exceed a Combined Maximum Benefit for all Injuries and Illnesses of 100,000.00	\$5,000.00 per Calendar Year Deductible
<b>Loss of Life Due to Heart or Circulator Malfunction Benefit</b>	
Loss Establishment Period	90 Days
Maximum Benefit Amount	\$20,000.00
<b>College Education Benefit:</b>	
Loss Establishment Period	5 Years
Maximum Aggregate Lifetime Benefit	\$50,000.00
<b>Accidental Death, Dismemberment and Loss of Sight Benefit:</b>	
Principal Sum	\$20,000.00
Loss Establishment Period	365 Days
<b>Excess Coverage:</b>	FULL

**MUTUAL OF OMAHA INSURANCE COMPANY  
ACCEPTANCE FORM FOR SPECIAL RISK INSURANCE**

1. **Policyholder Name & Address:** Todd County Board of Education  
205 Airport Road Elkton, KY 42220
2. **Option Desired (if applicable):** A. CAT Plan + Base Plan with PT Benefit limited to \$1,000.00 maximum  
B. CAT Plan + Base Plan with PT Benefit paying U&C up to AME maximum
3. **Requested Effective Date of Coverage:** August 1, 2010 to August 1, 2011
4. **Total Annual Premium for CAT and Base Plans:** OPTION A \$22,893.10  
OPTION B \$25,052.70

Select One:


This will acknowledge that the above Policyholder accepts Mutual of Omaha's proposal and agrees to the benefit limits as set forth in the proposal.

**SIGN HERE**

\_\_\_\_\_  
**Policyholder Signature**

\_\_\_\_\_  
**Title or Position**

\_\_\_\_\_  
**Date Signed**

The agent is required to complete the section below at the time of sale/renewal to ensure the proper appointment and licensure of **all producers** associated with the case. Policies cannot be issued without the required information being completed. By signing this form, the agent is attesting to the accuracy of all the information provided on this document **and all others associated with the sale.**

**Producer Information (If Applicable)**

**Agency Name:** American Specialty Insurance & Risk Services, Inc.

**Agent Name:** Drew Smith                      **Production No.:** 362708

**Address:** 142 N. Main Street, Roanoke, IN 46783

**Phone Number:** 260-672-8800                      **Email:** dsmith@amerspec.com

\_\_\_\_\_  
**Signature (Licensed Agent)**

\_\_\_\_\_  
**Date Signed**

**Sub-Producer Information (If Applicable)**

**Agent Name:** Robert J. Roberts                      **Production No.:** 371094

**Address:** P.O. Box 1177, Richmond, KY 40476-1177

**Phone Number:** 859-623-7684                      **Email:** \_\_\_\_\_

5-03-10



# AMERICAN SPECIALTY INSURANCE & RISK SERVICES, INC.

142 North Main Street ★ Post Office Box 309 ★ Roanoke, Indiana 46783

800-245-2744 ★ [www.AmerSpec.com](http://www.AmerSpec.com)



## **ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO BIND COVERAGE**

Please note that the retail broker does not have binding authority. Please request that American Specialty bind coverage as proposed by signing below and return this form to American Specialty Insurance & Risk Services, Inc.

Coverage can only be bound in accordance with the specific terms and conditions outlined in the proposal and its appendices, including all Disclaimers. No revisions to these documents are permitted. Requested revisions must be submitted to American Specialty under separate cover for consideration.

ANY REVISIONS MADE TO THESE DOCUMENTS WILL RENDER THE ACCEPTANCE SIGNATURE OF AMERICAN SPECIALTY, REPRESENTED BELOW, AS NULL AND VOID. COVERAGE IS EFFECTIVE THE DATE INDICATED OR THE DATE THIS FORM IS SIGNED, WHICHEVER IS LATER.

I acknowledge that I have no binding authority and that I have read and understand all the terms and conditions of this proposal for Todd County Board of Education and by my signature below accept all such terms, provisions, and conditions as documented therein and represent that I have the authority to accept all terms and conditions of this proposal on behalf of Todd County Board of Education.

**I acknowledge that I have read the Special State Required Notice included in this proposal and understand that any person who knowingly and with intent to defraud any insurance company commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. I hereby confirm that I have read and understand the above notice.**

*\*All certificates of insurance will be administered by American Specialty Insurance & Risk Services, Inc. and no authority is granted to the retail broker or any other entity to issue any certificate of insurance. If the retail broker issues a certificate of insurance or evidence of insurance it must be according to the terms of this proposal and the insurance policy. Any request to change, endorse or modify the terms of this proposal or the insurance policy must be submitted in writing to the insurance company for its advanced written approval and shall not be effective if communicated by means of a certificate of insurance or evidence of insurance. American Specialty Insurance & Risk Services, inc. disclaims and undertakes no responsibility for incorrectly issued or inaccurate certificates or evidence of insurance. American Specialty will provide copies of certificates or evidence of insurance issued by the retail broker to the respective insurance companies only if required by such insurance company. Be advised that the insurance company (ies) may or may not review and/or approve a certificate or evidence of insurance. If retail broker provides copies of certificates or evidence of insurance to American Specialty, American Specialty will not review, analyze or otherwise comment on the accuracy, completeness or propriety of any certificate or evidence. Submission of a certificate or evidence of insurance to our office and/or the insurance company's office does not constitute approval of the certificate or evidence.*



# AMERICAN SPECIALTY INSURANCE & RISK SERVICES, INC.

142 North Main Street ★ Post Office Box 309 ★ Roanoke, Indiana 46783

800-245-2744 ★ www.AmerSpec.com



I accept the coverage(s) as proposed above on behalf of Todd County Board of Education and authorize American Specialty to bind the following coverage(s):

- ☐ A. CAT Plan + Base Plan with PT Benefit Limited to \$1,000.00 Maximum – \$22,893.10  
☐ B. CAT Plan + Base Plan with PT Benefit Paying U&C Up to AME Maximum – \$25,052.70

I select the following policy delivery option (please choose one):

- ☐ Email (Please provide the email address): \_\_\_\_\_  
☐ CD – Regular Mail  
☐ Paper Copy – Regular Mail

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

**SIGN HERE**

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Note:** American Specialty Insurance & Risk Services, Inc. has no affiliation with North American Specialty Insurance Company.

## AMERICAN SPECIALTY SERVICE AND COMPENSATION DISCLOSURE

In order to provide a clear understanding of our services and potential sources of compensation, we are pleased to provide the following information.

American Specialty is dedicated to providing specialized insurance and risk management services for the sports and entertainment industry. We work with clients and/or their designated brokers or agents. When we work with an insured's designated broker or agent, we enter into a formal Broker/Agent Agreement that outlines our respective responsibilities.

The services we provide are outlined below. Such services are negotiated with each individual client and/or such client's designated broker or agent.

**INSURANCE SERVICES** - As an Underwriting Manager, we work for certain insurers and provide underwriting, policy service, claims management, and risk management services as authorized by such insurers. For these services, we receive a commission and may participate in underwriting profit. When we act in a brokerage capacity, we place business with select insurers and receive a commission from these insurers.

**CLAIMS MANAGEMENT SERVICES** - We act as Third Party Administrator for certain insurers as per agreed guidelines and receive compensation for services rendered. For self-insured retention or self-funded retention programs, our services and compensation are outlined in a Claims Services Agreement which we execute with clients. Any other claims services we provide, such as on-site claims management or claims audits for insurers or clients, are negotiated on an individual basis and memorialized in individual agreements.

**RISK MANAGEMENT SERVICES** - We provide specialized risk management services. Our services and compensation are outlined in individual agreements with our clients.

**CRISIS MANAGEMENT SERVICES** - We provide specialized crisis management services to assist our clients in assessing, developing, and testing their crisis plans. We also offer crisis phone services which provide our clients with the outsourced capability to manage communication demands in the aftermath of a crisis. Our services and compensation are outlined in individual agreements with our clients.

**PREMIUM FINANCE** - In the event that we arrange the financing of your insurance premium, we may also receive a fee from the premium finance company.

American Specialty and other parties also owned in whole or in part by Brown & Brown, Inc. (such as retail agents/brokers, excess and surplus lines brokers, wholesale brokers and reinsurance intermediaries), may receive compensation for their role in providing insurance products or services to American Specialty or our clients. This compensation may include payments which are not client-specific, such as payments based upon the performance and/or amount of business placed with an insurer. Whether such payments will be made by a particular insurer, or, if made, what the amount of any such payments will be, is generally not known until after the close of each underwriting year. Additionally, we and our affiliated companies may earn investment income on monies held in premium and/or claims accounts.