

Wood Dale School District 7

543 Wood Dale Road
Wood Dale, IL 60191

Presented: May 5, 2022
Effective: July 1, 2021



Student Health &
Special Risk

2022-2023 Student Accident Insurance Renewal Proposal

Lee Owens
Account Executive

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



May 5, 2022

Wood Dale School District 7
Christina Feeley
543 N. Wood Dale Road
Wood Dale, IL 60191

Re: Student Accidental Insurance Renewal Proposal
Effective Date: 7/1/22 – 7/1/23

Dear Christina,

Thank you for allowing Gallagher Student Health & Special Risk to provide you with an insurance renewal proposal for Wood Dale School District Student Accident program.

Attached is our quotation for coverage. We would like to outline the following notable points for your consideration:

- The insurance carrier is Berkley Life and Health with the A.M. Best rating of A+ and the Financial Status of VIII; see Carrier Ratings and Admitted Status page.
- Claim Handling Instructions are on the Carrier and Claims Company Information page(s).

Scope of Responsibility: Gallagher Student Health & Special Risk is responsible for the placement of the following lines of coverage: **Student Accident Insurance.**

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.

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,

Lee Owens

Lee Owens
Account Executive – Sports and Special Risk
Gallagher Student Health & Special Risk



Table of Contents

Meet the Team	2
Carrier and Claims Company Information	3
Premium Quotation	4
Schedule of Benefits	5
Exclusions and Limitations	6
Client Authorization to Bind Coverage	7
Bindable Quotations & Compensation Disclosure Schedule	9
Carrier Ratings and Admitted Status	10
Gallagher Disclosures	11
Terms and Conditions	12

Meet the Team



Dan Buckley, Executive Vice President

(617) 769-6421 | Dan_Buckley@ajg.com

With 20 years of service at Gallagher, Dan manages the Sports & Special Risk team. Before entering the world of athletics insurance, Dan was a Division I Wrestler at Boston College, staying close to the sport, he is currently a member of the Massachusetts Interscholastic Wrestling Officials Association (MIWOA) and he was the 2019 MIWOA and Massachusetts Interscholastic Wrestling Coaches Association State Official of the year. In 2021 Dan was recognized as a Power Broker by *Risk & Insurance*® in the education category for his efforts on behalf of his clients.



Lee Owens, Account Executive

(757) 621-8136 | Lee_Owens@ajg.com

While Lee is new to Gallagher in 2022, he brings almost two decades of experience in the Sports, Special Risk and Student Health insurance field. Providing insurance solutions to best fit the needs of schools and their students. Lee's experience includes benefit plan analysis, design and acting as a liaison between schools, TPA's and insurance carriers. He is a strong advocate for students and their schools. Lee is a graduate of Old Dominion University.



Ashley Osinubi, Account Manager

(617) 769-6440 | Ashley_Osinubi@ajg.com

Ashley has been with Gallagher since 2019 and she supports clients with policy renewals, plan documents and assistance with claims. She earned her undergraduate degree at Bryant University, where she was also a Division II Basketball Player. During the basketball season, Ashley is also a Certified Collegiate Women's Basketball Referee. Prior to joining Gallagher she worked in the insurance and financial services industry for over a decade.



Sean Foster, Account Manager

(617) 769-6434 | Sean_Foster@ajg.com

Sean has been with Gallagher since 2017, and supports clients with policy renewals, plan documents and claims assistance. Sean graduated from Bay State College and was a two-sport athlete growing up, and has played NJCAA Baseball and Junior B Hockey.



Chris Foti, Client Service Manager

(617) 769-6461 | Chris_Foti@ajg.com

Chris has been with Gallagher since 2017, and supports clients with plan documents and claims assistance. In addition to his client facing duties, Chris spearheads many of Gallagher's marketing initiatives. Once a high school varsity Basketball Player, Chris earned his undergraduate degree at Eastern Connecticut State University.



Bridget Shea, Account Representative Senior

(617) 721-8500 | Bridget_Shea@ajg.com

With over 10 years of service at Gallagher, Bridget supports clients with plan documents and claims. Bridget provides a unique perspective for the Sports & Special Risk team, as she is a Dance, Soccer and Swim Mom. She attended Goucher College in Towson, MD where she received her bachelor's degree in Business, with a minor in Art. She also has her MBA from Simmons College in Boston, MA.

Carrier and Claims Company Information

Carrier Name	
Berkley Accident and Health, LLC	
A Subsidiary of	Berkley Life and Health Insurance Company (BLHIC) and StarNet Insurance Company (SN)
City, State	Hamilton Square, NJ
A.M. Best Rating	A+ (Superior) for BLHIC and SN
S&P Rating	A+ (Superior) for SN; BLHIC - Not Rated
Carrier Description	Berkley Accident and Health, LLC is the U.S. based accident and health operating entity of the W.R. Berkley Corporation Member Companies. Founded in 1967, W. R. Berkley Corporation (NYSE:WRB) is an insurance holding company which, through its subsidiaries, does business in all segments of the property casualty and accident and health insurance market. W. R. Berkley Corporation is one of the nation's premier commercial lines property casualty insurance providers. The Berkley competitive advantage lies in the long-term strategy of decentralized operations, allowing each of the units to identify and respond quickly and effectively to changing market conditions and local customer needs.
Claims Company Name	
Bob McCloskey Insurance / BMI Benefits, LLC.	
City, State	Matawan, New Jersey
Years of serving student insurance industry	35+
Claims Submission Information	
Nationwide Toll-Free Number	800-445-3126
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 511 76 Main Street, Matawan, NJ 07747
E-mail address for claim submission	BMI@BobMcCloskey.com
Website	www.bobmccloskey.com
Customer Service Hours (EST)	9:00a.m. - 5:00p.m.
Assigned Specific Claims Examiner? Yes/No	Yes
Claims Processing Time for a complete claim while maintaining a 98.9% financial accuracy (# of days/range)	20-30 business days
HIPAA Compliance with federal privacy and confidentiality requirements Yes/No	Yes

Premium Quotation

Carrier Name: Berkley Life & Health
2022-2023 Premium

Student Accident Medical Insurance \$25,000 per Injury Maximum

Deductible	2022 – 2023 Annual Premium
\$0 per Injury	\$4,500

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

Plan Maximum	\$25,000 per injury/accident maximum
Eligibility & Covered Activities	All enrolled students of the policyholder for whom premium has been paid. Students are covered during all school time, supervised and sponsored activities of the Policyholder. Coverage extends to interscholastic sports, excluding football.
Deductible	Zero
Benefit Period	104 weeks from the date of the covered accident
Plan Design	Full Excess
Accidental Death Benefit & Dismemberment (AD&D)	\$10,000
AD&D Aggregate Limit	\$500,000
Daily Room & Board	100% of Usual & Reasonable Charges
Intensive Care Room & Board	100% of Usual & Reasonable Charges
Miscellaneous Services During Hospital Confinement	100% of Usual & Reasonable Charges
Emergency Room – Outpatient	100% of Usual & Reasonable Charges
Doctor's Services – Surgery	100% of Usual & Reasonable Charges
Doctor's Services – Anesthesia	100% of Usual & Reasonable Charges
Doctor's Visits	100% of Usual & Reasonable Charges
Consultants	100% of Usual & Reasonable Charges
Laboratory & X-Ray Services	100% of Usual & Reasonable Charges
Physiotherapy	100% of Usual & Reasonable Charges
Registered or Licensed Nurse	100% of Usual & Reasonable Charges
Ambulance	100% of Usual & Reasonable Charges
Orthopedic Appliances	100% of Usual & Reasonable Charges
Outpatient Drugs and Medication	100% of Usual & Reasonable Charges
Eyeglasses, Contacts Lenses or Hearing Aid Replacement	100% of Usual & Reasonable Charges
Dental Services	100% of Usual & Reasonable Charges

Exclusions and Limitations

The policy does not cover Loss nor provide benefits for:

1. Expenses for treatment on or to the teeth, except for treatment resulting from Injury to natural teeth;
2. Services normally provided without charge by the Policyholder's health service, infirmary, or Hospital, or employees;
3. Eyeglasses, hearing aids, and examination for the prescription or fitting thereof except as specifically provided herein;
4. Suicide, attempted suicide or intentionally self-inflicted Injury;
5. Injury due to participation in a riot or felony;
6. Cosmetic Surgery. Cosmetic surgery does not include reconstructive surgery made medically necessary due to a covered accident or Sickness which results in trauma, infection or other disease of the involved part;
7. Treatment of a deviate nasal septum, including submucous resection and/or other surgical corrections, unless the treatment is due to or arises from a covered injury;
8. Loss resulting from air travel, except as a fare-paying passenger on a commercial airline;
9. Injury resulting from any declared or undeclared war;
10. Injury while in the armed forces of any country. When an Insured enters such armed forces, We will refund the unearned pro rata premium to the Insured;
11. Injury covered by any workers' compensation or occupational disease law;
12. Treatment provided in a governmental Hospital unless the Insured is legally obligated to pay such charges;
13. Infections except pyogenic or bacterial infections caused wholly by a covered Injury;
14. Hernia, unless it results from a covered Injury;
15. The Insured's being intoxicated or under the influence of any narcotic unless administered on the advice of a Physician;
16. Injury while parachuting or hang-gliding; travel in or on any two, three or four-wheeled recreational motor vehicle; jet skiing, skydiving, glider flying, parasailing, sail planning, bungee jumping; operating, or riding on any snowmobile, skiing, snowboarding; or participating in a rodeo;
17. Injury resulting from fighting;
18. Play, practice or travel in connection with interscholastic sports in which any 9th, 10th, 11th, or 12th grade students participate, unless the applicable additional premium is paid;
19. Blisters, insect bites, frost bite, vegetation poisoning and food poisoning
20. Motor vehicle accident covered by medical benefits coverage in automobile "no fault" and traditional automobile "fault" type contracts.

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated May 5, 2022, you accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

Effective Dates: 7/1/22 – 7/1/23	LINE OF COVERAGE	PREMIUM	CARRIER
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Base Student Accident	\$4,500	Berkley Life & Health

Do you have other coverage considerations?

Yes No

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

Producer/ Insured Coverage Amendments and Notes:

Account Services Provided:

- Placement of insurance coverage
- Maintenance and day to day account management
- Management of the renewal process with the incumbent carrier and ability to obtain additional renewal proposals, if appropriate, to guarantee competitive pricing and coverage terms
- Communication with campus stakeholders to provide education on claims policies and procedures
- Creation of relevant marketing materials (FAQs, brochures, claims filing procedures, etc.) with policy information and benefits
- Distribution and analysis of periodic claim summary reports
- Benchmarking and policy review to ensure the current program provides the best coverage and benefits
- Quarterly Market Update Series
- Monthly Product Spotlight Series
- Aerogami Student Communications (if selected)

Exposures and Values

You confirm the 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 and exposures used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your 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: _____

Bindable Quotations & Compensation Disclosure Schedule

Wood Dale School District:

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name 1	Estimated Annual Premium	Comm. % or Fee 2	Gallagher U.S. owned Wholesaler, MGA or Intermediary %
Student Accident	Berkley Life & Health	Rob McCloskey Insurance (BMI Benefits, LLC)	\$4,500	14%	no

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/wholesaler.
2. The commission rate is a percentage of annual premium excluding taxes & fees.

Carrier Ratings and Admitted Status

Proposed Insurance Companies	A.M. Best's Rating & Financial Size Category *	Admitted/Non-Admitted **
Berkley Life & Health	A+ VIII	Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

Best's Credit Ratings™ reproduced herein appear under license from A.M. Best and do not constitute, either expressly or impliedly, an endorsement of Gallagher's service or its recommendations. A.M. Best is not responsible for transcription errors made in presenting Best's Credit Ratings™. Best's Credit Ratings™ are proprietary and may not be reproduced or distributed without the express written permission of A.M. Best.

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.

Gallagher 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.

Gallagher does not provide actuarial services or actuarial estimates of rate levels or rate methodology. In the event that we provide suggestions regarding the establishment of rates, premiums, or retention/deductible amounts, that advice is based solely on various insurance industry standards and does not constitute an actuarial evaluation or opinion. We recommend that you contract with a certified actuary for a more precise evaluation and recommendation for rates and overall rating methodology.

Note: Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

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.

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

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.

