



## HEALTH CLUB-BASIC SERVICES

Insurance Program and Enrollment Form

This brochure is valid for effective dates of 1/1/24 through 12/31/24

### PROGRAM DESCRIPTION & ELIGIBILITY

This program has been specifically designed for U.S.-based owners and operators of membership-based health and fitness clubs and/or tennis/racquet/pickleball clubs offering programs and services for members and guests that may include: circuit training, personal training, aerobics, yoga, pilates, free weights, resistance machines, cardio machines, a variety of exercise group classes, strength training, non-contact martial arts, basketball/volleyball, racquet sports, whirlpool/hot tubs, saunas/steam rooms, massage, nursery/babysitting, tanning, pro shops, snack/juice bars and 24-hour key card access facilities.

**To be eligible for this program, the facility's annual sales must be \$2,000,000 or less (excluding revenue for initiation sign-up fees).**

Coverage provided includes important liability protection for the fitness facility, including its employees for liability claims arising out of the operations of the fitness facility.

Note: Coverage does not extend to your independent contractor/instructors unless the optional coverage available with this program is purchased.

Optional coverages available under this program include professional liability for independent contractors and equipment and contents (inland marine) coverage that includes coverage for facility business personal property, improvement and betterments and sign coverage.

Coverage is provided by a carrier rated A (Excellent) by A.M. Best Company.

### INELIGIBLE OPERATIONS/SERVICES

Operations not eligible for this program include, but are not limited to the following:

- Annual sales greater than \$2,000,000
- Beauty/hair salon services
- Blood analysis
- Climbing walls
- Dance facilities\*
- Drop-off child care services
- Facilities outside of the U.S.
- Full-size trampolines
- Gymnastics and/or cheer facilities or classes\*
- Ice/inline/roller skating (including skating treadmills)
- Martial arts facilities\*
- Medical, therapy or health care services
- Physical therapy, physicals or stress testing
- Programs specifically designed for health disorders/diseases unless reported to and approved by us.
- Sports medicine, rehabilitation and/or therapy services
- Swimming pools/lap pools

\*For information regarding insurance programs for dance, gymnastics, cheer, sports academies/schools or martial arts schools/studios, please contact us.

### LIABILITY EXCLUSIONS/LIMITATIONS

The following represent only some of the exclusions contained in this policy and state variations may apply.

- Abuse, molestation, or exploitation (reported to, approved by us, and the appropriate premium paid)
- Acupuncture
- All operations listed as ineligible
- Amusement devices (eg: rides, slides, inflatables, climbing walls, dunk tanks)
- Asbestos
- The sport of boxing (contact/sparring)
- Communicable disease
- Cryogenic chambers/therapy
- Cycling (other than stationary)
- Employment-related practices
- Events, competitions, tournaments, camps/clinics conducted or sponsored by, or on behalf of the insured, unless reported to and approved by us
- Fireworks
- Fungi or bacteria
- Instruction/activity held on or in open water (e.g.: lakes, ponds, ocean)
- Medical expense for athletic/recreation participants
- Nuclear energy liability
- Sales or distribution of herbal and/or medicinal products
- Designated Professional Services:
  - Professional services performed by a physician, nurse or chiropractor
  - Psychiatric treatment
  - Electrolysis hair removal
  - Ear piercing
  - Prescription or dispensing of medication or drugs or stimulants of any kind
  - Performance of medical diagnostic or testing services which involve or service a prerequisite to examination of bodily fluids or tissue
- Limitation of coverage for tanning equipment – Coverage does not apply to bodily injury to the eyes caused by rays emitted by tanning equipment; bodily injury in whole or part, by customer regulation or tanning equipment timing controls; bodily injury caused by exposure to any carcinogen
- Medical expense for children in nursery/babysitting environment
- Multi-passenger vehicles
- Sexually transmitted diseases
- The sport of wrestling
- Unmanned aircraft

### EASY WAYS TO ENROLL FOR COVERAGE

Submit this enrollment form, with payment, to K&K.

**FAX** 1-260-459-5940

**MAIL** Regular: K&K Insurance, Fitness RPG Programs  
P.O. Box 2338  
Fort Wayne, IN 46801-2338

Overnight: K&K Insurance, Fitness RPG Programs  
1712 Magnavox Way  
Fort Wayne, IN 46804

**E-MAIL** [fitnessrpg@aon.com](mailto:fitnessrpg@aon.com)

**QUESTIONS** Call **1-800-648-6406**

## COVERAGES AND LIMITS

\* Higher liability limit options available. Please contact us.\*

Coverages	On-site and Off-site Health Club Coverage	
	Option 1	Option 2
<b>Commercial General Liability (CGL)</b> Each Occurrence	\$ 1,000,000	\$ 2,000,000
General Aggregate (other than Products-completed Operations)	\$ 5,000,000 per location	\$ 5,000,000 per location
Products-completed Operations Aggregate	\$ 1,000,000	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000	\$ 2,000,000
Bodily Injury to Participants Liability	\$ 1,000,000	\$ 2,000,000
Damage to Premises Rented to You (Fire Legal Liability)	\$ 1,000,000	\$ 1,000,000
Medical Expense (other than athletic/recreation participation, and children in a nursery/ babysitting environment)	\$ 5,000	\$ 5,000
Hired Auto Liability and Non-Owned Auto Liability (not available in: IL, LA, UT, VT & WI)	\$ 1,000,000	\$ 2,000,000
Professional Liability	\$ 1,000,000	\$ 2,000,000
<b>Rates (per \$1,000 of annual sales)</b>		
Health Club - staffed with defined hours *This rate is not available in HI. Call for pricing	\$ 6.85*	\$ 10.28*
CrossFit Affiliate Facilities - staffed with defined hours	\$ 9.10	\$ 13.65
24-hour Key card/pad/code Health Club	\$ 13.65	\$ 20.48
<b>Minimum Premiums</b>	\$1,650.00	\$2,750.00

Coverage provided under this program includes:

**Commercial General Liability with Enhancement Endorsement** – coverage which protects the insured against liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations and personal and advertising injury. Additional coverages added with enhancement endorsements are:

1. Extended Property Damage – Expected or Intended injury resulting from use of reasonable force to protect persons or property
2. Non-owned watercraft – extended to 58 feet
3. Property Damage To Borrowed Equipment - \$10,000 each occurrence
4. Property Damage To customers' goods - \$10,000 each occurrence
5. Broadened Coverage – Damage to Premises Rented to You – definition expanded
6. Property Damage from elevator use
7. Personal And Advertising Injury from televised or videotaped material (if not professionally produced)
8. Medical Personnel - \$100,000 any one person
9. Broadened Definition of Insured – newly acquired or formed organization for up to 180 days
10. Supplementary payments - \$2,500 bail bonds, \$500 a day loss of earnings
11. Knowledge or notice of occurrence
12. Unintentional failure to disclose all hazards
13. Waiver of transfer of rights of recovery against others to us (waiver of subrogation)
14. Mental anguish resulting from Bodily Injury
15. Broadened definition of mobile equipment
16. Additional coverages:
  - Emergency real estate consultant fee - \$25,000
  - Identify theft exposure - \$25,000
  - Key individual replacement cost - \$50,000
  - Lease cancellation moving expense - \$2,500
  - Temporary meeting place - \$25,000
  - Terrorism travel reimbursement - \$25,000
  - Workplace violence counseling - \$25,000

**Damage to Premises Rented to You** – This coverage is solely for the premises, and the contents of such premises, rented to you if the damage is caused by fire, lightning, explosion, smoke and leaks from sprinklers.

**Professional Liability** – provides protection against wrongful acts (negligent act, error, omission or breach of duty) that occur under the operations of the insured.

**Bodily Injury to Participants Liability** – coverage which offers protection against bodily injury liability claims brought by persons participating in fitness/exercise activities under the direction of the insured

**Hired Auto Liability and Non-owned Auto Liability** (not available for facility locations that are in: IL, LA, UT, VT & WI) – coverage which protects the insured against liability claims arising out of the maintenance or use of motor vehicles hired, leased, rented or borrowed by the insured on a short-term basis, as well as coverage for those autos your organization does not own, lease, hire, rent or borrow that are used in conjunction with your operations. Coverage does not extend to those vehicles that are rented, hired or borrowed on a long-term basis, or to bodily injury to participants while in a hired auto or non-owned auto, or the use of multi-passenger vehicles (designed to carry 9 or more persons).

## OPTIONAL COVERAGES (continued)

### Liability for Independent Contractors (non-employees)

This coverage option allows you to purchase liability for those independent contractor (non-employees) instructors or trainers while they are conducting instruction activities on behalf of your fitness facility operations.

**Coverage Conditions:**

1. You must have commercial general liability coverage for your facility with the Health Club-Basic Services RPG Insurance Program and coverage must follow the same limit option purchased for your location.
2. Coverage will be effective the day after we receive the request with premium and will expire on the expiration date of your Health Club-Basic Services RPG Insurance Program.
3. A U.S.-based instructor age 18 or older conducting private or group instruction on your behalf for any of the following are eligible for this coverage.
 

<ul style="list-style-type: none"> <li>• Acro dance</li> <li>• Acrobatic/partner yoga</li> <li>• Aerobics</li> <li>• Aerial/anti-gravity/suspended yoga (certified instructors only)</li> </ul>	<ul style="list-style-type: none"> <li>• Cardio kickboxing</li> <li>• Children’s fitness programs</li> <li>• Dance</li> <li>• Exercise</li> </ul>	<ul style="list-style-type: none"> <li>• Fitness bootcamp</li> <li>• GYROTONIC®</li> <li>• Hoop fitness</li> <li>• Personal training</li> <li>• Pilates</li> </ul>	<ul style="list-style-type: none"> <li>• Spinning®</li> <li>• Tai chi</li> <li>• Yoga</li> <li>• ZUMBA®</li> <li>• Tumbling (floor only, no gymnastic apparatus)</li> </ul>
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4. Ineligible instructors or those offering the following operations that are not eligible for this coverage are:
 

<ul style="list-style-type: none"> <li>• Certified athletic trainers</li> <li>• Instructors under the age of 18</li> </ul>	<ul style="list-style-type: none"> <li>• Instructors’ employment as an exempt or non-exempt employee of a school, university or college</li> </ul>
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5. This coverage is 100% fully earned at inception.
6. Contact us for higher limit options.

Rate* (annual)	Option 1 \$1,000,000 CGL Limit	Option 2 \$2,000,000 CGL Limit
On-site and offsite instruction	\$ 300.00	\$ 450.00

\* Operations with more than 10 independent contractors may be subject to additional underwriting and premium.

### Equipment and Contents Coverage (Inland Marine)

This provides coverage for direct loss or damage to your supplies and equipment, furnishings, improvements and betterments, signs and leased personal property, HVAC or building glass where you are a tenant and who have contractual responsibility to insure due to fire, theft, vandalism, or other covered causes (subject to actual policy terms and conditions). You must insure the full replacement cost of all of your equipment and contents to avoid a co-insurance penalty at the time of loss. Should you add additional equipment or contents to your inventory, please contact us to have your insured value amended to avoid a co-insurance penalty.

Additional coverages automatically included in the coverage form are

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Business Income with Extra Expense – actual loss sustained (up to \$50,000)</li> <li>• Money and Securities Coverage - \$10,000 any one occurrence</li> <li>• Valuable Papers and Records Coverage - \$10,000 on premises / \$2,500 off premises</li> <li>• Account Receivable Coverage - \$10,000 on premises / \$2,500 off premises</li> </ul> | <ul style="list-style-type: none"> <li>• Employee Theft - \$5,000 any one occurrence</li> <li>• Forgery or Alteration - \$10,000 any one occurrence</li> <li>• Robbery or Safe Burglary of Other Property - \$10,000 inside the premises / \$10,000 outside the premises</li> <li>• Additional Acquired Property – up to \$15,000</li> <li>• Concession Equipment - \$50,000 any one occurrence</li> <li>• Pollutant Cleanup - \$25,000</li> </ul> |
|---|--|

**Coverage Conditions:**

1. Coverage is not available on a stand-alone basis. You must have commercial general liability coverage for your facility with our Health Club-Basic Services RPG Insurance Program.
2. Coverage will be effective the day after we receive the proper completed enrollment with premium and will expire on the expiration date of your Health Club Insurance Program.
3. Receipt of purchase is required at the time of loss to show verification of purchase for improvements or betterments.
4. This coverage may not be available in all states.

Rates			
Total value per location	Rate	Deductible	Minimum Premium
\$ 1 - \$ 10,000	\$ .03	\$ 250	\$ 100.00
\$ 10,001 - \$100,000	\$.026	\$ 1,000	\$ 100.00
\$ 100,001 +	\$.026	\$ 2,500	\$ 100.00

## OPTIONAL COVERAGES (continued)

### Option 1: Abuse, Molestation, or Exploitation Defense Reimbursement

This coverage reimburses you for up to \$100,000 for defense costs resulting from claims arising out of abuse or molestation, or exploitation.

Rate	\$ 100.00 (Flat rate)
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### Option 2: Sexual Abuse or Sexual Molestation Liability

This coverage pays for sums the insured becomes legally obligated to pay as damages because of loss arising out of or in any way involving sexual abuse or sexual molestation, whether threatened or actual. This limit is part of, and not in addition to, the general liability limit section.

Rate (per \$1,000.00 Sales) - \$150.00 minimum premium applies	
Facility Type	On-Site and Off-Site
Health Club - staffed with defined hours *This rate is not available in HI. Call for pricing	\$ 1.37*
CrossFit Affiliate Facilities - staffed with defined hours	\$ 1.82
24-hour Key card/pad/key Health Club	\$ 2.73

#### Coverage Conditions:

1. Questions on page 12 must be completed, reviewed and approved by our Underwriting team before coverage can be granted.
2. Coverage is not available on a stand-alone basis. You must have commercial general liability coverage for your facility through our Health Club-Basic Services RPG Insurance Program.
3. Both options are 100% fully earned at inception.

## FREQUENTLY ASKED QUESTIONS

### 1. Is coverage under this policy extended to independent contractors (non-employees) working on behalf of the health/fitness club?

Independent contractors (non-employees) are covered only if the optional coverage available with this program is purchased. If this optional coverage is not purchased, as a health club owner, you need to require that all independent contractors (non-employees) working at your location(s) obtain professional liability coverage and name your business as an additional insured to their instructor policy and submit proof of this coverage to you.

### 2. I have been asked by my landlord to add them as an additional insured to my policy. What does this mean and how do I do that?

An additional insured is an entity which has an insurable interest for claims arising out of your negligence as the named insured. Such possible entities are a landlord or sponsor. By providing an entity additional insured status they now are entitled to defense and indemnity (if the policy limits have not been exhausted) under your policy with no responsibility for premium payments.

### 3. Will we receive a policy after submitting the enrollment form?

You will receive a certificate of insurance as proof of coverage. Coverage is offered exclusively through Sports, Leisure and Entertainment Risk Purchasing Group (RPG). The RPG receives a master policy from the company. Submission of this enrollment form confirms your desire to receive coverage through the RPG. Each member receives their own certificate

of insurance as their evidence of coverage. The limits of insurance apply individually to each insured member organization-there are no shared limits of liability with any other members. A copy of the RPG master policy can be requested in writing to: K&K Insurance Group, Inc., 1712 Magnavox Way, Fort Wayne, IN 46804.

### 4. Do I have coverage for virtual training?

Coverage does extend to incidental virtual training provided by you (the named insured) to your clients/members. The policy is intended to extend bodily injury coverage for training available to your clients/members only (through a private platform such as a password protected website or a closed Facebook group) - Coverage does not extend to any training material that is accessible to the general public.

Reasonable precautions should be taken when assessing potential new clients/members online, including but not limited to: health assessments, waivers/release forms, and interviews prior to instruction or training. We encourage you to consult with an attorney to consider special waiver/release agreements that will apply specifically to virtual training.

Virtual training/instruction does not extend to any training/instruction that includes gymnastic apparatuses, tumbling, or stunting (including pyramids), or in-water activities. We do not provide coverage for cyber liability, so if you are taking payment or collecting personal information online and it is compromised, there would be no coverage under the general liability policy.

This brochure is for illustrative purposes only and is not a contract of insurance. You must refer to the actual policy for complete information regarding coverage terms, conditions and exclusions as they may change from one coverage period to the next. You may request a copy of the full policy by submitting a written request to us.



# Enrollment Form - Health Club-Basic Services

This brochure is valid for effective dates of 1/1/24 through 12/31/24

Completion of this enrollment form confirms your desire to obtain insurance through the Sports, Leisure and Entertainment Risk Purchasing Group. A risk purchasing group (RPG) provides group purchasing power for similar risks resulting in potential advantageous coverage terms, competitive rates, risk management bulletins, and rewards for favorable group loss experience. An RPG administration fee may be charged. The submission of this enrollment form and/or the acceptance of payment does not guarantee coverage. Certain operations are not eligible for coverage by this program. We reserve the right to decline any request for coverage.

- TO AVOID PROCESSING DELAYS, PLEASE:**
1. Complete all sections (print legibly)
  2. Sign and date where required
  3. Remit completed enrollment form (pages 5 - 18) with payment

## GENERAL INFORMATION

I am a new account     I am renewing my coverage

Full legal name of business: \_\_\_\_\_

Note: This is the name that will appear on your Certificate of Insurance. If your company is a Sole Proprietorship, then this will be your personal name or DBA.

Form of business:  Not-for-profit     For-profit

Applicant is a:  Sole Proprietorship     Limited Liability Co.     Corporation     Partnership

Other (describe): \_\_\_\_\_

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Cell: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_ Website: \_\_\_\_\_

(By listing an email address, you are giving us permission to contact you by email about your policy. Refer to page 15 of the application for Electronic Disclosure and Consent)

Does the organization engage in any other business operations under the name of the insured above?  Yes  No

If yes, describe: \_\_\_\_\_

## LOCATIONS

Please list locations you own or operate on a 24 hour basis, if different than the mailing location above.

(Note: Temporary leased spaces or mobile program sites should not be listed here, only your owned/operated location sites. You can add temporary/mobile locations on the certificate request section if evidence of coverage or additional insured status is needed)

Loc #1: \_\_\_\_\_

Street Address	City	State	Zip Code
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Loc #2: \_\_\_\_\_

Street Address	City	State	Zip Code
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## DATES

Annual coverage will begin the day after the completed enrollment form and premium are received and approved by us, or on a later date you specify below. (If renewing coverage, please provide the expiration date of your current policy.)

Start my coverage on this date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**K&K Insurance Group, Inc. • P.O. Box 2338 • Fort Wayne, IN 46801-2338 • 1-800-648-6406 • Fax 1-260-459-5940**  
**Website [www.kandkinsurance.com](http://www.kandkinsurance.com)**

K&K Insurance Group, Inc. is a licensed insurance producer in all states (FL license #L007299, TX license #13924); operating in CA, NY and MI as K&K Insurance Agency (CA license #0334819)



## NEW ACCOUNTS ONLY

Do you have current coverage in place?  Yes  No

If no, please check/explain:

New business operation  Other, please explain: \_\_\_\_\_

If yes:

a) Name(s) of current carrier(s): \_\_\_\_\_ Expiration date(s): \_\_\_\_\_

b) Is your current carrier non-renewing your coverage?  Yes  No

If yes, why? \_\_\_\_\_

c) In the past 5 years, have you had any losses?  Yes  No

If yes, please provide current loss runs with at least 5 years of loss history, including your current year. In addition, please describe any liability or medical claims over \$5,000 that have been paid under your insurance coverage for those years.

## BUSINESS INFORMATION

### Management Information:

1. How many of your employees are certified in CPR? \_\_\_\_\_ First Aid? \_\_\_\_\_
  2. Indicate the percentage of your trainers/instructors who are certified through an industry-recognized certification organization? 100%  80%  60%  40%  20%  0%
  3. Does the facility have an Automated External Defibrillator (AED)?  Yes  No
  4. Does your state require you to provide an AED?  Yes  No
  5. Do you have AED trained staff on duty during open hours?  Yes  No
  6. Do you have written medical emergency and evacuation procedures in place?  Yes  No
  7. Are employees, instructors, trainers available in each area of the facility for supervision, spotting and emergencies?  Yes  No
  8. Do any of your instructors provide outside services on your clubs behalf?  Yes  No
- If yes, explain: \_\_\_\_\_

### Facility Information:

1. What is the square footage of your facility(s)? Loc 1: \_\_\_\_\_ Loc 2: \_\_\_\_\_
2. Do you have locations outside of the U.S.?  Yes  No
3. Is club staffed at all times during open hours?  Yes  No
4. Do you inspect/perform maintenance on equipment at least on a monthly basis?  Yes  No
5. Is all equipment serviced per the manufacturer's requirements?  Yes  No
6. Is signage used throughout the facility to indicate proper use of equipment, club features and off-limit areas?  Yes  No
7. Are there GFI protectors on all outlets in all locker/shower/wet areas?  Yes  No
8. Please indicate all services offered at your facility(s):
 

<input type="radio"/> Aerobics/Step Aerobics	<input type="radio"/> Cryogenic chambers/therapy	<input type="radio"/> Restaurant
<input type="radio"/> Aerobic Mini Trampoline	<input type="radio"/> Diet Center/Weight Control Services	<input type="radio"/> Running Tracks
<input type="radio"/> Basketball/Volleyball Courts	<input type="radio"/> Free Weights	<input type="radio"/> Snack/Juice Bar
<input type="radio"/> Batting Cages	<input type="radio"/> Handball Courts	<input type="radio"/> Sports programs/leagues Type: _____
<input type="radio"/> Cardio Kick Boxing/Boxercise	<input type="radio"/> Jacuzzi	<input type="radio"/> Steamrooms/Saunas
<input type="radio"/> Camp Programs	<input type="radio"/> Martial Arts (non-contact only)	<input type="radio"/> Tanning Units No. of beds _____
<input type="radio"/> Card Key Clubs (Complete 24-hour key card supplement)	<input type="radio"/> Masseur/Masseuse	<input type="radio"/> Tennis/Racquetball/Pickleball Courts (INDOOR)
<input type="radio"/> Circuit Training/CardioEquip	<input type="radio"/> Ninja/Parkour/Obstacle Course	<input type="radio"/> Tennis/Racquetball/Pickleball Courts (OUTDOOR)
<input type="radio"/> Cold Plunge	<input type="radio"/> Nursery/Babysitting	<input type="radio"/> Whirlpools/Spas
<input type="radio"/> CrossFit Kids®	<input type="radio"/> Play grounds/area	
<input type="radio"/> CrossFit®	<input type="radio"/> Pro Shop	
<input type="radio"/> Other (please describe): _____		
9. Are all members required to sign waivers?  Yes  No

## BUSINESS INFORMATION CONTINUED

### Facility Information (continued):

10. Are all participants required to become members of your facilities?  Yes  No  
If no:  
Please explain: \_\_\_\_\_  
Do you have daily use fee (pay to play) options with no membership requirement?  Yes  No
11. Do you host any events that are open to the public?  Yes  No  
If yes, please explain: \_\_\_\_\_
12. Do you have any club-sponsored teams or leagues that compete outside of your facility and/or against other clubs?  Yes  No
13. Indicate if you have any of the following Ineligible Services/Operations or  
 Check here if none apply.
- |  |  |
|--|--|
| <input type="radio"/> Annual sales greater than \$2,000,000                        | <input type="radio"/> Ice/inline/roller skating (including skating treadmills) |
| <input type="radio"/> Beauty/hair salon services                                   | <input type="radio"/> Medical, therapy or health care services                 |
| <input type="radio"/> Blood analysis   | <input type="radio"/> Physical therapy, physicals or stress testing            |
| <input type="radio"/> Drop-off child care services                                 | <input type="radio"/> Climbing walls   |
| <input type="radio"/> Full-size trampolines  | <input type="radio"/> Sports medicine, rehabilitation and/or therapy services  |
| <input type="radio"/> Gymnastic and/or cheer classes                               | <input type="radio"/> Swimming pools/lap pools                                 |
| <input type="radio"/> Programs specifically designed for health disorders/diseases |  |
- If yes, please describe the program: \_\_\_\_\_
14. Nursery/babysitting services  
 Check here and skip questions if services are not offered
- |   |  |
|---|--|
| a. Are parents required to sign children in and out of the nursery?                                       | <input type="radio"/> Yes <input type="radio"/> No |
| b. Are waivers signed by parent/guardian?   | <input type="radio"/> Yes <input type="radio"/> No |
| c. Are staff members CPR and first aid trained?   | <input type="radio"/> Yes <input type="radio"/> No |
| d. Are parents to remain in the facility while children are in your care?                                 | <input type="radio"/> Yes <input type="radio"/> No |
| e. Does your employment application ask the staff applicant if they have ever been convicted of a crime?  | <input type="radio"/> Yes <input type="radio"/> No |
| f. Is the nursery staff trained in policies applicable to the prevention of child/sexual abuse?           | <input type="radio"/> Yes <input type="radio"/> No |
| g. Do the procedures require that known or suspected abuse incidents must be reported to law enforcement? | <input type="radio"/> Yes <input type="radio"/> No |
15. Restaurant or snack/juice bar/vending  
 Check here and skip questions if services are not offered
- |  |  |
|--|--|
| a. Indicate the exposure <input type="radio"/> Restaurant <input type="radio"/> Snack/juice bar <input type="radio"/> Vending machines |  |
| b. Is it open to the general public?   | <input type="radio"/> Yes <input type="radio"/> No   |
| c. Are deep fryers/grills protected by an automatic extinguishing system?<br>If yes, are they inspected at least once a month?         | <input type="radio"/> N/A <input type="radio"/> Yes <input type="radio"/> No<br><input type="radio"/> Yes <input type="radio"/> No |
16. Pro shop  
 Check here and skip questions if services are not offered
- |   |  |
|---|--|
| a. Do you sell nutritional products or fitness equipment (manufactured by someone else) under your own label/brand?<br>If yes, does the manufacturer carry products liability coverage? | <input type="radio"/> Yes <input type="radio"/> No<br><input type="radio"/> Yes <input type="radio"/> No |
| b. Do you manufacture or produce any nutritional products/fitness equipment?  | <input type="radio"/> Yes <input type="radio"/> No   |
17. Tanning  
 Check here and skip questions if services not offered
- |   |  |
|---|--|
| a. Is a tanning waiver & release signed by each participant?                            | <input type="radio"/> Yes <input type="radio"/> No |
| b. Are warnings and photosensitizing medications posted in and around the tanning area? | <input type="radio"/> Yes <input type="radio"/> No |
| c. Do employees control the timing of the tanning beds?                                 | <input type="radio"/> Yes <input type="radio"/> No |
| d. Are protective eye goggles required to be worn?                                      | <input type="radio"/> Yes <input type="radio"/> No |
| e. Do employees clean/disinfect the tanning beds after every use?                       | <input type="radio"/> Yes <input type="radio"/> No |
| f. Is tanning available only to members?  | <input type="radio"/> Yes <input type="radio"/> No |

## BUSINESS INFORMATION CONTINUED

### Facility Information (continued):

#### 18. Sauna/steam room/whirlpool/hot tub

Check here and skip questions if services are not offered

Check all that apply:  Sauna  Steam room  Whirlpool  Hot tub

- a. Are the above monitored for usage during open hours?  Yes  No
- b. Are rules posted regarding the proper use and safety precautions?  Yes  No
- c. Do the above heating elements have a protective cover to prevent burns?  Yes  No
- d. Are all manufacturer recommendations followed for the above usage?  Yes  No
- e. If applicable, does your whirlpool or hot tub currently meet the requirements of the Title XIV of public Law 110-140, known as the "Virginia Graeme Baker pool and spa safety act" as Enacted on 12/18/08  Yes  No

#### 19. Massage Therapy

Check here and skip question if services are not offered.

a. How many massage therapists work in your operations?

# of Employed Therapists: \_\_\_\_\_

# of Subcontracted/independent contractor therapists: \_\_\_\_\_

b. Are all massage therapists required to complete at least one of the following?  Yes  No

- State licensing/certification
- Board Certification
- Education & Training with an Accredited School
- Membership & Training through a Professional Association

#### 20. Martial arts/kickboxing

Check here and skip questions if services are not offered

- a. Are the styles of martial arts/kickboxing offered fitness and/or non-contact based?  Yes  No
- b. Is the instructor certified/experienced in martial arts?  Yes  No
- c. Do you offer structured classes in martial arts or MMA training?  Yes  No
- d. Are bladed weapons used?  Yes  No

21. Do you contract any services and/or lease out any space within your facility?  Yes  No

If yes, do you require them to carry their own insurance and name you as an additional insured?  Yes  No

22. Do you have any independent contractors (non-employees) working at your facility?  Yes  No

If yes, how many? \_\_\_\_\_

23. Does your facility have a ring/cage?  Yes  No

(Facilities with rings/cages are subject to additional underwriting questions and may not be eligible.)

24. Do you offer any sports activities/programs (ex: basketball, volleyball)?  Yes  No

If yes, please list the type of sports programs you have: \_\_\_\_\_

25. Does your business operate out of a private residence?  Yes  No

If yes: Is there a separate entrance, with no access available to the residential part of the home?  Yes  No



## BUSINESS INFORMATION CONTINUED

### 24 Hour Key Card/Key Pad/Key Code Access Facilities

This section **MUST** be completed for any location/facility that allows members 24-hour access-code entry to the premises. Certain operations are not eligible for coverage by this program. We reserve the right to decline any request for coverage.  Check here and skip questions if no 24-hour (non-staffed) access is offered.

1. Is this location staffed at any time during peak attendance hours?  Yes  No  
If yes, what are the staffed hours \_\_\_\_\_
2. Are minors (under age 18) allowed in at anytime without a parent or guardian?  Yes  No
3. What is the minimum age for a member? \_\_\_\_\_

#### EGRESS / INGRESS

1. What type of entry access system is in place?  Key Card  Key Pad  Key Code
2. Do they have a tailgate detection system, which detects more than one person entering at a time?  Yes  No
3. Is the entry to the facility monitored by video?  Yes  No
4. Does the system sound an audible alarm to notify the member of an infraction?  Yes  No
5. Is the club owner notified of a tailgate infraction?  Yes  No
6. Is the exit a free-exit mechanism (i.e. paddle or crash bar)?  Yes  No
7. Is this a mechanical device and not an electrical device so that in the event of power failure, the member's ability to exit the facility will not be inhibited?  Yes  No

#### SECURITY

1. Is the facility monitored with security cameras?  Yes  No
2. How is the video surveillance monitored? \_\_\_\_\_
3. How long are the security tapes maintained? \_\_\_\_\_
4. How often are they reviewed? \_\_\_\_\_
5. Is the security system a multi-zone system with 24 hour surveillance?  Yes  No
6. Are signs posted throughout the facility informing members they are being monitored by video surveillance cameras?  Yes  No

#### EMERGENCY

1. Does the insured have wireless emergency devices to be worn by members?  Yes  No
2. Is information concerning the personal emergency device provided to the members?  Yes  No
3. Do they also have emergency pull stations positioned on the walls of the facility for easy use?  Yes  No  
If emergency response is dispatched to the facility when non-staffed, how will they obtain access to the building? \_\_\_\_\_
4. Are the security systems/emergency devices tested regularly?  Yes  No
5. Is there a first aid kit visibly displayed for easy access?  Yes  No
6. If the power goes out at the facility, is there wired emergency lighting for safe egress?  Yes  No

#### FACILITY

1. What type of equipment is available for use in the facility? \_\_\_\_\_
2. Are there any locker rooms and/or changing rooms?  Yes  No
  - a. If yes, do they have showers?  Yes  No
  - b. Do the doors to these areas lock for privacy and safety?  Yes  No
3. Are there separate lockers rooms/changing rooms for men and women?  Yes  No
4. Are your facility's policies and membership guidelines posted within the facility?  Yes  No

#### TANNING

1. Is there tanning services at this location?  Yes  No
2. Is tanning available for use during non-staffed hours?  Yes  No
3. How is the tanning being monitored during non-staffed hours? \_\_\_\_\_

#### SAUNA/STEAM ROOM/WHIRLPOOL/HOT TUB

1. Are there saunas/steam rooms/whirlpools/hot tubs at this location?  Yes  No
2. Are they available for use during non-staffed hours?  Yes  No
3. Are the sauna(s)/steam room(s)/whirl pools/hot tubs monitored/locked to prevent access during the non-staffed hours?  Yes  No

## PROGRAM PREMIUM CALCULATION

**Step 1** Provide total gross annual sales for each category to obtain total annual sales

- Membership fees      \$ \_\_\_\_\_  
(exclude revenue from initiation/sign up fee)
- Daily use fees        \$ \_\_\_\_\_  
(membership not required)-subject to approval
- Snack/juice bar        \$ \_\_\_\_\_
- Pro shop sales        \$ \_\_\_\_\_
- Restaurant            \$ \_\_\_\_\_
- Tanning                \$ \_\_\_\_\_
- Liquor (if any)        \$ \_\_\_\_\_
- Massage therapy      \$ \_\_\_\_\_
- Sports programs      \$ \_\_\_\_\_
- Other revenue         \$ \_\_\_\_\_  
(describe \_\_\_\_\_)

**Total Annual Sales (add all lines above)** ..... \$ \_\_\_\_\_

**Step 2** Check if a higher liability (CGL) limit is needed and to obtain a quote.

Limit requested: \$ \_\_\_\_\_ Quoted Premium Due: \$ \_\_\_\_\_ (Office Use Only)

**Step 3** Calculate Premium

<b>On-site and Off-site Health Club Coverage</b>				
Coverage applies to the operations of the health club at their own insured location(s) and also extends to their operations conducted at locations owned/operated by others.				
Type of Facility	<input type="radio"/> Option 1 - \$1,000,000 CGL Limit Min. Prem. = \$1,650	<input type="radio"/> Option 2 - \$2,000,000 CGL Limit Min. Prem. = \$2,750		
Health Club-staffed with defined hours	\$.00685*	\$.01028*		
	* This rate is not available in HI. Call for pricing			
CrossFit Affiliate-staffed with defined hours	\$.0091	\$.01365		
24-hour Key card/pad/code Health Club	\$.01365	\$.02048		
<b>Total Annual Sales</b>	<b>X</b>	<b>Rate</b>	<b>=</b>	<b>Premium</b>
\$	X	\$	=	\$
<b>Minimum Premium</b> Please enter minimum premium from above.				\$
<b>Program Premium</b> If the total calculated premium is less than the minimum premium, the premium due is the minimum premium.				\$ (A)

## OPTIONAL COVERAGES PREMIUM CALCULATION

### Liability for Independent Contractors (non-employees) Coverage

**Check here and skip this section if you do not want this coverage option**

Coverage for these instructors only applies while they are conducting activities on behalf of your health club. You must choose the same limit option that was selected for your health club above.

<b>Option 1 - \$1,000,000 CGL Limit</b>	<input type="radio"/> \$300.00
<b>Option 2 - \$2,000,000 CGL Limit</b>	<input type="radio"/> \$450.00

\* Operations with more than 10 independent contractors may be subject to additional underwriting and premium.

## OPTIONAL COVERAGES PREMIUM CALCULATION CONTINUED

### Equipment and Contents Coverage (Inland Marine)

TO AVOID A CO-INSURANCE PENALTY, YOU MUST INSURE 100% OF THE REPLACEMENT COST OF YOUR EQUIPMENT AND CONTENTS FOR ALL OF YOUR LOCATIONS.

Check here and skip this section if you do not want this coverage option

**Step 1: Fill in the values to determine your total replacement cost amount for ALL locations**

Individually list any items with values over \$5,000	Value
_____	\$ _____
_____	\$ _____
_____	\$ _____

**Provide values for categories below**

**(DO NOT include those values already shown above)**

**Supplies & Inventory** (office supplies, items held for sale) \$ \_\_\_\_\_

**Equipment & Contents** (athletic equipment, electronics, furniture, non-structural glass, phone/fax system, office contents, etc.) \$ \_\_\_\_\_

**Improvements & Betterments** (items you have installed or altered at your expense, such as flooring, mirrors, ceiling tile, window treatments, lighting, shelving, etc.) \$ \_\_\_\_\_

**Signs** (indoor or outdoor) \$ \_\_\_\_\_

**Misc. Equipment** – please describe \_\_\_\_\_ \$ \_\_\_\_\_

**Total replacement value for all location(s)** (add all lines above) \$ \_\_\_\_\_

**Step 2: Complete ONLY if your replacement cost value is over \$100,000**

1. Please describe the building type your equipment is stored in (e.g.: frame or fire resistive warehouse)

\_\_\_\_\_

2. Do you have a security system in place:  Yes  No

a. If yes, please describe: \_\_\_\_\_

3. Is any other operations, besides your own, or equipment of others stored in the same facility in which you store your equipment?  Yes  No

a. If yes, please describe: \_\_\_\_\_

4. Please attach a complete inventory list with values of each item

**Step 3: Calculate premium**

(If total calculated premium is less than the minimum premium, the total premium due is the minimum premium)

Equipment and Contents Premium	
<input type="radio"/> <b>My total replacement value is between \$1 – \$10,000</b>	
(\$250 deductible will apply)	
\$.03 x \$ _____ = \$ _____	\$ _____ (C)
Total Replacement Value	Equipment and Contents Premium (\$100.00 minimum premium applies)
<input type="radio"/> <b>My total replacement value is over \$10,000</b>	
(A \$1,000 deductible applies to values from \$10,001 - \$100,000 and a \$2,500 deductible applies to values over \$100,000)	
\$.026 x \$ _____ = \$ _____	\$ _____ (C)
Total Replacement Value	Equipment and Contents Premium (\$100.00 minimum premium applies)

## OPTIONAL COVERAGES PREMIUM CALCULATION CONTINUED

### Sexual Abuse or Sexual Molestation Liability OR Abuse, Molestation, or Exploitation Defense Reimbursement

Coverage is contingent upon underwriting review and approval of the following questionnaire.

**Check here and skip this section if you do not want this coverage option**

1. Does your organization currently have employees, volunteers or independent contractors?  Yes  No  
The term "Volunteers" means someone, including parent volunteers, who exerts control over or supervises participants.
2. Have any claims, allegations or charges of abuse, molestation or sexual misconduct been made against you or your organization or anyone working on behalf of your organization?  Yes  No  
If yes, please explain: \_\_\_\_\_
3. Are you aware of any occurrences that could lead to a claim?  Yes  No  
If yes please explain: \_\_\_\_\_
4. Do you, your organization or sanctioning/governing body have written procedures in place regarding the prevention and mitigation of abuse, molestation or sexual misconduct?  Yes  No  
If yes:
  - a. Do the procedures require that known or suspected abuse incidents must be reported to law enforcement?  Yes  No
  - b. Are written procedures and training provided or available to each employee, volunteer, independent contractor or sanctioning/governing body member?  Yes  No
  - c. Does your written plan include reasonable procedures to limit one-on-one interactions between a minor and an adult (who is not the minor's legal guardian) to those that are observable by another adult and within an interruptible distance, except under emergency circumstances?  Yes  No
5. Please complete the following questions regarding employee, volunteer, or independent contractor screening controls used by your organization.

Please Complete All Questions <small>The term "Volunteers/Independent contractors" in the following questions means someone who exerts control over or supervises participants.</small>	Employees (Check Here if No Employees <input type="radio"/> )	Volunteers/Independent contractors (Check Here if No Volunteers/Independent contractors <input type="radio"/> )
Are employee/volunteer applications required? If yes, does the application include questions about whether the individual has ever been convicted for any crime involving physical violence or sex related offenses? If yes and applicant checks yes, do you reject the applicant?	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No
Are background checks provided by a third party vendor/service? If yes, do you reject an applicant with any history of physical violence or sex related offenses?	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No

Please explain any "No" responses to questions asked in #5: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## OPTIONAL COVERAGES PREMIUM CALCULATION CONT.

6. Calculate premium:

### Sexual Abuse or Sexual Molestation Liability OR Abuse, Molestation, or Exploitation Defense Reimbursement Rates

<input type="radio"/> <b>Option 1 - \$100,000</b> Abuse, Molestation, or Exploitation Defense Reimbursement	\$100.00 (D)	
<input type="radio"/> <b>Option 2 - \$1,000,000</b> Sexual Abuse or Sexual Molestation Liability	<b>Facility Type</b>	<b>On-Site and Off-Site</b>
	Health Club-staffed with defined hours	\$.00137* *This rate is not available in HI. Call for pricing
	CrossFit Affiliate-staffed with defined hours	\$.00182
	24-hour Key car/pad/code Health Club	\$.00273
	$  \begin{array}{c}  \$ \underline{\hspace{2cm}} \times \$ \underline{\hspace{2cm}} = \$ \underline{\hspace{2cm}} \text{ D} \\  \text{Rate} \qquad \qquad \text{Annual Sales} \qquad \qquad \text{Premium} \\  \text{(see above)} \qquad \qquad \text{(page 10)} \qquad \qquad \text{(\$150.00 min. prem. applies)}  \end{array}  $	

## TOTAL COST SUMMARY

Program Premium (Required Coverage)	\$ (A)
Liability for Independent Contractors Premium (Optional Coverage)	\$ (B)
Equipment and Contents Premium (Optional Coverage)	\$ (C)
Sexual Abuse/Sexual Molestation Premium: (Optional Coverage) <input type="radio"/> \$100,000 Defense Reimbursement Only OR <input type="radio"/> \$1,000,000 Liability Limit	\$ (D)
<b>Subtotal Due (add lines A thru D)</b>	\$ (E)
Risk Purchasing Group Administration Fee (REQUIRED to process enrollment)	\$ 15.00 (F)
<b>Total Cost Due (add lines E &amp; F)</b>	\$

**COSTS ARE 20% FULLY EARNED AND NON-REFUNDABLE/NON-TRANSFERRABLE ONCE COVERAGE BEGINS\***

**COVERAGE IS CONTINGENT UPON RECEIPT OF PAYMENT AND A FULLY COMPLETED ENROLLMENT. NO COVERAGE WILL BE DEEMED IN EFFECT UNTIL THE ACCURATE PAYMENT IS RECEIVED BY THE COMPANY OR THEIR REPRESENTATIVE.**

**CANCELLATIONS/CHANGES CAN ONLY BE MADE BY THE NAMED INSURED.**

Liability for Independent Contractors and Sexual Abuse/Sexual Molestation options are 100% fully earned at inception.  
(may vary by state)



## CERTIFICATE REQUESTS

Once your enrollment form is approved, you will receive a Certificate of Insurance as evidence that coverage is bound. **Complete this section if you require additional certificates listing a facility, property owner or similar third-party as an additional insured on your policy. Provide a separate request for each additional certificate needed.**

**Note: Please request all additional insureds needed for this policy term. Additional insureds from the expiring policy term will not be automatically renewed.**

1. When is this certificate needed? : \_\_\_\_/\_\_\_\_/\_\_\_\_

2. This certificate is for:  General Liability Coverage

All locations

Specific location(s): \_\_\_\_\_

Equipment & Contents/Inland Marine Coverage (if applicable)

3. What is the additional insured's relationship to you?  Owner/manager/lessor of premises (facility or venue)

Sponsor  Co-promoter  Lessor of equipment/contents (liability)  Loss Payee (equipment/contents)

Other (please identify/explain): \_\_\_\_\_

NOTE: The certificate holder will automatically be an Additional Insured for an Owner/manager/lessor, Sponsor or Co-Promoter relationship

4. Certificate holder/additional insured name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

5. Does the certificate holder/additional insured require any special wording or endorsements?  Yes  No

If yes, check all that apply:  Primary/Noncontributory  Waiver of subrogation

Other (please explain): \_\_\_\_\_

**NOTE: If you are not sure, please attach a copy of the insurance requirements/instructions you've received.**

6. For Loss Payee: Type of equipment (please describe): \_\_\_\_\_ Replacement cost value: \_\_\_\_\_

**The most common delay in certificate processing is caused by providing partial or incorrect name and/or instructions. Please check your request carefully before submitting.**

## COVERAGE EXCLUSIONS

The following notable exclusions are contained in the commercial general liability coverage provided by this program (note: state variations may apply). Abuse, molestation, or exploitation (unless reported to, approved by us and the appropriate premium paid); Acupuncture; Any adult-themed parties/meetings/trips, including but not limited to parties/meetings/trips during which demonstration of products and/or services used in the adult entertainment industry takes place; Asbestos; Bodily injury to participants while in a hired auto or non-owned auto; Commercial general liability standard exclusions (CG0001 4/13 edition); Cap on losses from certified acts of terrorism; Communicable disease; Cryogenic chambers/therapy; Cyber incident, data compromise, and violation of statutes related to personal data; Cycling (other than stationary); Designated professional services: professional services performed by a physician, nurse or chiropractor, Psychiatric treatment, Electrolysis hair removal, Ear piercing, Prescription or dispensing of medication or drugs or stimulants of any kind, Performance of medical diagnostic or testing services which involve or service a prerequisite to examination of bodily fluids or tissues; Employment related practices; Events, competitions, tournaments, camps/clinics conducted or sponsored by, or on behalf of the insured, unless reported to and approved by us; Fireworks; Fitness/exercise operations related, in whole or in part, to performance as an exotic dancer or any similar occupation in the adult entertainment industry; Fungi or bacteria; Independent Contractors: Independent Contractors (non-employees) under the age of 18, and/or operating as a certified athletic trainer and/or exempt or non-exempt employee of a school, university or college; Instruction/activities held on or in open water (e.g.: lakes, ponds, ocean); Lead; Limitation of coverage for tanning equipment – Coverage does not apply to bodily injury to the eyes caused by rays emitted by tanning equipment, bodily injury in whole or part, by customer regulation or tanning equipment timing controls, bodily injury caused by exposure to any carcinogen; Medical expense for athletic/recreation participants; Medical expense for children in nursery/babysitting environment; Multi-passenger vehicles; Nuclear energy; Parkour/ninja/obstacle course programs or facilities; Sexually transmitted disease; Silica or silica-related dust; Specified recreational vehicles and activities – Aircraft/hot air balloon; Airport; Amusement device: The ownership, operation, maintenance or use of any device or equipment a person rides for enjoyment, including, but not limited to: mechanical or non-mechanical ride, slide, or water slide (including any ski or tow when used in conjunction with a water slide); inflatable recreational device; or vertical device or equipment used for climbing, whether permanently affixed or temporarily erected. This exclusion does not apply to video games or computer games or to any device that is specifically designed for the training or instruction of an activity for which you are enrolled; Animal; Bungee, except this exclusion does not apply to any bungee equipment designed for fitness or exercise instruction or training; Dunk tank; Haunted attraction; Performer; Rodeo; Saddle animal; Snowmobile; The sale or distribution of medicinal, herbal and/or nutritional products; The sport of boxing (contact/sparring); The sport of wrestling; Total pollution with a building heating, cooling & dehumidifying equipment exception and hostile fire exception; Training programs for law enforcement, public safety and military personnel; Unmanned aircraft; Those operations listed as ineligible: Beauty/hair salon services; Blood Analysis; Dance schools/studios; Drop-off Childcare/babysitting services; Facilities outside of the U.S.; Full-size trampolines; Gymnastic and/or cheer facilities or classes; Ice skating, roller skating or skating treadmills; Martial arts facilities; Medical, therapy or health care services; Physical therapy; Physicals or stress testing; Programs specifically designed for health disorders/diseases, unless reported to and approved by us; Rehabilitation and/or therapy services; Sports medicine; Swimming pools/lap pools

## ATTENTION: AGENTS

**AGENTS: YOU MUST COMPLETE THE AGENT WARRANTY SECTION BELOW. Enrollments cannot be accepted unless this section is completed.**

Please complete the information below.

Agency name: \_\_\_\_\_ Agent/contact name: \_\_\_\_\_

Agency complete mailing address: \_\_\_\_\_  
Address City State Zip

Agency telephone: (\_\_\_\_) \_\_\_\_\_ Agency fax: (\_\_\_\_) \_\_\_\_\_

Agent/contact e-mail address: \_\_\_\_\_ Tax I.D. \_\_\_\_\_

I represent and warrant as an insurance producer that I currently maintain, and will maintain, all individual, corporate or agency licenses or permits to conduct insurance business in the state coverage for this insured is being written. I further represent and warrant that I currently maintain errors and omissions insurance with a minimum limit of \$1,000,000 for myself, my officers, and employees. If requested by K&K, I will provide K&K with reasonably satisfactory evidence of all of the above mentioned items.

A 10% commission is available to licensed agents for this program. Please remit net payment of premium. Commissions are not to be calculated on any fees to the total premium.

I understand that agents do not have authority to issue binders or a certificate of insurance on behalf of this program.

**Agent signature:** \_\_\_\_\_

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

## Electronic Signature Disclosure and Consent

### PLEASE READ, COMPLETE #9 BELOW, AND SIGN ON PAGE 16

#### Electronic Signature Disclosure and Consent

The Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.) provides that a signature, contract or other record may not be denied legal effect, validity or enforceability solely because it is in electronic form or because an electronic signature was used in a transaction. K&K Insurance Group (K&K), whether on its own behalf, and/or on behalf of an insurer and/or third parties, may utilize the internet, email, cloud services, digital storage, digital media or similar electronic means to transmit Policy Documents to its clients. This Agreement informs you of your rights when we are delivering and you are receiving such documents from us electronically.

By agreeing to proceed with this transaction, you acknowledge and consent to the following:

1. I hereby voluntarily consent to proceeding with this transaction, and all subsequent actions related to this transaction, electronically.
2. I understand that further documents relating to this insurance purchased through K&K, including but not limited to correspondence, communications, confirmations, requests for premium payments and policy documents, may, to the extent permitted by law, be transmitted by electronic means to me, including by e-mail sent to the e-mail address I have provided as part of this transaction and/or my on-line registration. I consent to such documents being provided to me electronically.
3. Notwithstanding paragraph 2, any notice of cancellation shall be sent to me by mailing to the address I have provided as part of my registration and/or application for insurance, or to such other address for which I have provided notice pursuant to the terms of the policy.
4. Any change or revision to the e-mail address or other electronic contact information which I have provided as part of this transaction and/or my on-line registration process shall be requested by me by faxing, emailing or by mailing a written notice to: K&K Insurance; 1712 Magnavox Way; Fort Wayne, IN 46804.
5. I understand that I have the right to obtain a paper copy of any electronic record provided to me pursuant to this transaction or any subsequent transaction involving my coverage by mailing a written request to the address provided in paragraph 4.
6. In order to access the electronic records provided, the following hardware and software are required: (a) a personal computer or other device through which Internet access is available, (b) an Internet connection, (c) an e-mail account with an Internet service provider, and (d) Adobe Acrobat Reader.
7. I understand that I have the right and option to withdraw my consent to the receipt of further electronic documents at any time by faxing, emailing, or mailing a written request to the address provided in paragraph 4. By withdrawing my consent to electronic delivery of documents I understand that I will receive a paper copy of future policy documentation.
8. Information relating to this transaction is subject to the terms of our privacy statement, a copy of which is provided at [www.kandkinsurance.com](http://www.kandkinsurance.com).
9. DOCUMENT DELIVERY. After this enrollment form is approved, you will receive a certificate of insurance showing evidence that coverage has been bound. When submitted through an insurance agent or broker, this coverage document will only be delivered to them. Additional certificate requests will be issued to the same person. Providing an email address in this application will be deemed consent to us to deliver documents and communication to you electronically.

If you **DO NOT** want to be emailed please check here and select your preferred method of document delivery.

Fax to: \_\_\_\_\_ attn: \_\_\_\_\_

Mail to: \_\_\_\_\_ attn: \_\_\_\_\_

## COMPENSATION AND REPRESENTATION STATEMENT

**Compensation and Other Disclosure Information:** K&K Insurance Group, Inc. ("K&K") is an insurance producer licensed in your state. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction involves one or more of these activities. Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In addition, K&K may charge a fee for administrative services. Your signature on your application, quote form, check, credit card and/or other authorization for payment of your premium, will be deemed to signify your consent to and acceptance of the terms and conditions including the compensation, as disclosed above, that is to be received by K&K. The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and compensation expected to be received based in whole or in part of any alternative quotes presented to the purchaser by the producer, by emailing a written request to warranty@kandkinsurance.com.

In addition, premiums paid by clients to K&K for remittance to insurers, client refunds and claim payments paid to K&K by insurance companies for remittance to clients are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or Client. Subject to such laws and the applicable insurance company's consent, where required, K&K will retain the interest or investment income earned while such funds are on deposit in such accounts.

In placing, renewing, consulting on or servicing your insurance coverages K&K and its affiliates may participate in contingent commission arrangements with insurance companies that provide for additional contingent compensation, if, for example, certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by K&K with the insurance company or the overall performance of the policies placed with that insurance company, not on an individual policy basis. As a result, K&K may be considered to have an incentive to place your insurance coverages with a particular insurance company. Where K&K participates in contingent commission arrangements with insurance companies, K&K may be entitled to additional commission in the range of 0 to 5% depending upon whether and when specified thresholds are achieved.

Our liability to you, in total, for the duration of our business relationship for any and all damages, costs, and expenses (including but not limited to attorneys' fees), whether based on contract, tort (including negligence), or otherwise, in connection with or related to our services (including a failure to provide a service) that we provide in total shall be limited to the lesser of \$2,500,000 or the singular annual limit of the policy of insurance procured by us on your behalf from which your damages arise.

This liability limitation applies to you, our client, and extends to our client's parent(s), affiliates, subsidiaries, and their respective directors, officers, employees and agents (each a "Client Group Member" of the "Client Group") wherever located that seek to assert claims against K&K, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each a "K&K Group Member" of the "K&K Group"). Nothing in this liability limitation section implies that any K&K Group Member owes or accepts any duty or responsibility to any Client Group Member.

If you or any of your Group Members asserts any claims or makes any demands against us or any K&K Group Member for a total amount in excess of this liability limitation, then you agree to indemnify K&K for any and all liabilities, costs, damages and expenses, including attorneys' fees, incurred by K&K or any K&K Group Member that exceeds this liability limitation.

Aon Corporation, our ultimate parent company, and its affiliates have from time to time sponsored and invested in insurance and reinsurance companies. While we generally undertake such activities with a view to creating an orderly flow of capacity for our clients, we also seek an appropriate return on our investment. These investments, for which Aon is generally at-risk for potential price loss, typically are small and range from fixed-income to common stock transactions. In such case, the gains or losses we make through your investments could potentially be linked, in part, to the results of treaties or policies transacted with you. Please visit the Aon website at [http://www.aon.com/market\\_relationships](http://www.aon.com/market_relationships) for a current listing of insurance and reinsurance carriers in which Aon Corporate and its affiliates hold any ownership interest.

### Representation Statement

The undersigned authorized officer of the applicant declares that the statements set forth herein are true to the best of his or her knowledge. The undersigned authorized officer agrees that if the information supplied on the application changes between the date of the application and the effective date of the insurance, he/she (undersigned) will immediately notify the insurer of such changes, and the insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. Signing of this application does not bind the applicant to the insurer to complete the insurance.

I am aware that accurate reporting is required for premium calculation and that my books and records, as they relate to this coverage, may be examined or audited by the company at any time during the coverage period and up to three years thereafter. I acknowledge that intentional misrepresentation or misreporting may jeopardize coverage and that the company reserves the right to decline/void any ineligible coverage.

I further acknowledge that, I have reviewed all information provided with this enrollment form and understand the exclusions which apply, as well as the activities and operations for which coverage is not provided.

**Applicant business name** (from page 5): \_\_\_\_\_

**Applicant or agent signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**If an agent:** Check here to acknowledge you are signing on behalf of the named insured

### **Fair Credit Report Act Notice**

Personal information about you, including information from a credit or other investigative report, may be collected from persons other than you in connection with this application for insurance and subsequent amendments and renewals. Such information as well as other personal and privileged information collected by us or our agents may in certain circumstances be disclosed to third parties without your authorization. Credit scoring information may be used to help determine either your eligibility for insurance or the premium you will be charged. We may use a third party in connection with the development of your score. You have the right to review your personal information in our files and can request correction of any inaccuracies. A more detailed description of your rights and our practices regarding such information is available upon request. Contact your agent or broker for instructions on how to submit a request to us

### **Fraud Warning**

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or 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. \*Applies in MD only.

**Applicable in CO:** 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.

**Applicable in FL and OK:** 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)\*. \*Applies in FL only.

**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA:** 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 (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY only.

**Applicable in ME, TN, VA and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME only.

**Applicable in MN:** A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

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

**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in VT:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**Applicable in all other states:** 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.

## PAYMENT PLAN OPTIONS

Submit a completed enrollment (including signed Representation Statement) and payment to:

Applicant Business Name: \_\_\_\_\_ Effective Date: \_\_\_\_\_

**Step 1: Select Payment Plan:** Check one.

- 100% Plan** - 100% of the total premium is due to bind coverage
  
- 30% / 70% Plan**
  - 30% of the total premium + \$15 RPG fee is due to bind coverage
  - The balance of the premium (70%) will be due within 30 days of the effective date
  
- 25% + 3 Plan**
  - 25% of the total premium + \$15 RPG fee is due to bind coverage
  - The balance of the premium will be due in (3) consecutive monthly installments

**Step 2: Select future installment option:** Check one.

- Please mail me an invoice for any future balance/installments
  
- If paying by credit card, please automatically charge my credit card provided below for any outstanding balances or installments.

**Step 3: Making your Payment:**

**Pay by check:** (Payable to K&K Insurance Group)

- |               |  |   |
|---------------|--|---|
| • <b>Mail</b> | <u>Regular Mail</u>  | <u>Overnight Mail</u>   |
|               | K&K Insurance<br>Fitness RPG Program<br>P.O. Box 2338<br>Fort Wayne, IN 46801-2338 | K&K Insurance<br>Fitness RPG Program<br>1712 Magnavox Way<br>Fort Wayne, IN 46804 |

**Pay by credit card:**

- **Fax** 260-459-5940
- OR**
- **Mail** See above for mailing address

- VISA     MASTERCARD     DISCOVER     AMERICAN EXPRESS

Card number: \_\_\_\_\_

CSC # (card security) code: \_\_\_\_\_ Expiration date: \_\_\_\_\_

I authorize K&K Insurance Group, Inc. to charge my payment to my credit card in the amount of \$ \_\_\_\_\_

Print name (as on card) \_\_\_\_\_

**Cardholder signature:** \_\_\_\_\_

Cardholder phone number: (\_\_\_\_\_) \_\_\_\_\_

**For your security, we cannot accept credit card payments via e-mail. Please fax or mail only.**

FATCA Notice: Please go to [Aon.com/FATCA](http://Aon.com/FATCA) to obtain appropriate W-9.