



RPG DIRECTORS' & OFFICERS' LIABILITY

including Employment Practices Liability for Not-for-Profit Organizations (Claims-made Coverage) Insurance Program and Enrollment Form

This brochure is valid for effective dates from 3/1/21 through 2/28/22

NEW - Cyber Privacy and Client Identity Theft Supplementary Payment Coverage

PROGRAM DESCRIPTION

This program provides important protection to eligible organizations for claims arising out of allegations of errors, omissions or wrongful acts committed by its directors, officers, employees or volunteers. This coverage will respond to allegations of discrimination, wrongful dismissal, acts beyond granted authority, failure to deliver services and wrongful employment practices. In addition, coverage provides medical expense payments for a bodily injury loss caused by an accident that takes place during activities that are customary to your business in the covered territory for the directors and officers of the named insured.

Coverage also includes Network Remediation work and personal and advertising injury arising out of loss or theft of personal information or data about any client which is in your care, custody or control.

Defense costs are paid in addition to the limit of liability and coverage is provided on a claims-made basis, applying only to claims first made during the coverage period.

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

INELIGIBLE OPERATIONS

Organizations that do not meet the eligibility criteria listed in this brochure are not eligible for this program as well as:

- Booster clubs (those supporting/funding interscholastic/intercollegiate athletic programs)
- Governmental entities or organizations

(Note: This is not a complete list of ineligible)

EASY WAYS TO ENROLL FOR COVERAGE



WEB For information and applications, visit us on-line at www.sportsinsurance-kk.com

OR

Submit this enrollment form, with payment, to us.



FAX 1-260-459-5105



MAIL

Regular:	Overnight:
K&K Insurance	K&K Insurance
D&O RPG	D&O RPG
P.O. Box 2338	1712 Magnavox Way
Fort Wayne, IN 46801-2338	Fort Wayne, IN 46804



QUESTIONS Call **1-800-426-2889**

FOR SERVICE REQUESTS ONLY



E-MAIL info@sportsinsurance-kk.com

ELIGIBLE OPERATIONS

Organizations that meet all of the following criteria are eligible to submit an enrollment form for coverage under this program:

1. The organization has tax exempt status as a not-for-profit organization.
2. The annual gross revenue of the organization from all sources is \$3,000,000 or less.
3. The organization has obtained general liability coverage through a supporting Sports, Leisure and Entertainment Risk Purchasing Group Insurance Program offered by us.

COVERAGE AND LIMITS

This program provides two limit options to choose from.

Option A	
Maximum Aggregate Limit of Liability	\$ 1,000,000
Retention (each claim)	\$ 1,000
Medical Payments for Directors' & Officers' (per director or officer)	\$ 10,000
Cyber Privacy & Client Identity Theft Supplementary Payments	\$ 25,000/ \$ 10,000/ \$ 100,000
Premium (based on annual gross revenue)	
\$ 0 - \$1,000,000	\$ 657.00
\$1,000,001 - \$2,000,000	\$ 1,129.00
\$2,000,001 - \$3,000,000	\$ 1,601.00
\$3,000,001 or higher	Refer to us

Option B	
Maximum Aggregate Limit of Liability	\$ 2,000,000
Retention (each claim)	\$ 1,000
Medical Payments for Directors' & Officers' (per director or officer)	\$ 10,000
Cyber Privacy & Client Identity Theft Supplementary Payments	\$ 25,000/ \$ 10,000/ \$ 100,000
Premium (based on annual gross revenue)	
\$ 0 - \$1,000,000	\$ 998.00
\$1,000,001 - \$2,000,000	\$ 1,733.00
\$2,000,001 - \$3,000,000	\$ 2,441.00
\$3,000,001 or higher	Refer to us

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.

EXCLUSIONS

The following represent only some of the exclusions contained in this policy.

- Advertising injury
- Bodily injury
- Failure to maintain proper insurance
- Fungi
- Injunctive relief or any other relief or recovery other than monetary judgement, award or settlement
- Nuclear energy
- Personal injury
- Pollutants
- Property damage
- Wrongful death

COVERAGE INFORMATION

The following are several coverage explanations related to a claims-made policy that should be considered.

Claims-made During Policy Period

This policy covers only claims actually made or incidents reported against the insured while the policy remains in effect, or any applicable extended reporting period. All coverages under the policy ceases upon the termination date, except for the automatic extended reporting period coverage, unless the insured purchases additional extended reporting period coverage.

Extended Reporting Period

The automatic extended reporting period is sixty (60) days from the termination or expiration date of the policy. The additional extended reporting period, if purchased, may be up to three (3) years for not-for-profit policies. If this extended reporting period is not purchased and the subsequent policy does not provide full prior acts coverage or is an occurrence policy, there may be gaps in coverage.

Cyber Privacy and Client Identity Theft Supplementary Payment Endorsement

1. Up to \$25,000 during the policy period for Network Remediation Work to investigate, remEDIATE, develop or improve your network security systems to address any network security issues raised as a result of a claim made against you.
2. Up to \$10,000 per person/\$100,000 policy period aggregate to reimburse you for any sums you become legally obligated to pay as damages because of loss or theft of personal information or data about any client which is in your care, custody, or control.
3. Up to \$12,500 during the policy period to reimburse you for attorney fees, attorney costs and court costs you incur, regardless of the number of investigations or the number of you who are subject to such investigations.

FREQUENTLY ASKED QUESTIONS

1. Does D&O liability cover allegations against the board for abuse, molestation, harassment or sexual conduct?

This type of allegation would be covered under the abuse, molestation, harassment or sexual conduct defense cost reimbursement coverage which is available for purchase as an optional coverage with a commercial general liability policy through a supporting Sports, Leisure and Entertainment Risk Purchasing Group offered by us.

2. Does D&O liability provide coverage if a member of the board embezzles money from our funds?

Embezzlement is not covered under this D&O liability policy.

3. Does D&O liability provide coverage if a participant is injured during a covered activity?

No, this would be covered under the medical payments for participants coverage, if eligible, that is

provided with a commercial general liability policy through a supporting Sports, Leisure and Entertainment Risk Purchasing Group Insurance Program offered by us. This program only offers medical payments coverage to the directors and officers of the insured, if injured during their scope of duties on behalf of the insured.

4. Can any board member complete and sign the D&O liability enrollment form?

The carrier requires that the enrollment form for D&O liability coverage be completed and signed by either the President, Executive Director or the Treasurer of the board.

5. Will I receive a policy after I submit the enrollment form?

If you are a new account, you will receive a copy of the policy. Renewal accounts will only receive a certificate of insurance evidencing coverage.



Enrollment Form - RPG Directors' & Officers' Liability

including Employment Practices Liability Insurance for Not-for-Profit Organizations (Claims-made Coverage)

Valid for effective dates from 3/1/21 through 2/28/22

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 3 - 8) 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.

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 5 of the application for Electronic Disclosure and Consent)

DATES

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: ____ / ____ / ____

BUSINESS INFORMATION

1. Form of business: Not-for-profit organization For-profit organization

2. Do you currently have commercial general liability coverage with us? Yes No
If yes, please check the program from which you have purchased this coverage through us.
 Teams, Leagues & Associations Program Dance Schools & Programs
 Gymnastics Clubs & Cheer Gyms Program Martial Arts Schools & Programs
 Activity & Social Clubs Program

3. Date organized/established: ____ / ____ / ____ Tax ID #: _____

4. Number of full-time compensated employees (over 30 hours a week for 12 months): _____

5. Number of part-time compensated employees (under 30 hours a week or less than 12 months): _____

6. Number of volunteers (not including board members): _____

7. Total annual gross revenue for the organization (gross revenue includes all receipts from fees, sponsorships, fundraisers, membership, ticket sales): _____ \$

8. Total assets for the organization (example: sports equipment, concession stand equipment): \$ _____

9. Total liabilities for the organization (example: loans): _____ \$

K&K Insurance Group, Inc. • P.O. Box 2338 • Fort Wayne, IN 46801-2338 • 1-800-426-2889 • Fax 1-260-459-5105
Website www.kandkinsurance.com
K&K Insurance Group, Inc. is a licensed insurance producer in all states (TX license #13924); operating in CA, NY and MI as K&K Insurance Agency (CA license #0334819)

NEW ACCOUNTS ONLY – Complete this section only if this is a new enrollment form with us.

Does your organization currently have D&O liability in force with another insurance company? Yes No
 If yes, please provide the following:

Carrier: _____ Limit: _____
 Premium: \$ _____ Exp. date: ____ / ____ / ____

Past Activities:

No claim that would fall within the scope of the proposed insurance has been made against any person or entity proposed for this insurance (including without limitation any claim against such person or entity for any employment practice, as described in the proposed insurance, or any complaint against any such person or entity before the Equal Employment Opportunity Commission or any similar state or local authority), except as follows (include the loss payment and defense cost):

If so, explain: _____

If none, check here

No person or entity proposed for this insurance is cognizant of any fact, circumstance or situation (including without limitation any suspected or threatened claim against any such person or entity for any employment practice, as described in the proposed insurance, or any suspected or threatened complaint against any such person or entity before the Equal Employment Opportunity Commission or any similar state or local authority) which might afford grounds for any claim that would fall within the scope of the proposed insurance, except as follows:

If none, check here

PROGRAM PREMIUM	Premium (based on annual gross revenue)	Option A \$1,000,000 Limit	Option B \$2,000,000 Limit
		\$ 0 - \$ 1,000,000	<input type="radio"/> \$657.00
	\$ 1,000,001 - \$ 2,000,000	<input type="radio"/> \$1,129.00	<input type="radio"/> \$1,733.00
	\$ 2,000,001 - \$ 3,000,000	<input type="radio"/> \$1,601.00	<input type="radio"/> \$2,441.00
	\$ 3,000,001 or higher	Refer to company	Refer to company

PREMIUMS ARE 100% FULLY EARNED AND NON-REFUNDABLE/NON-TRANSFERRABLE ONCE COVERAGE BEGINS. COVERAGE IS CONTINGENT UPON RECEIPT OF PAYMENT AND A FULLY COMPLETED ENROLLMENT FORM. 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.

Warranty, Compensation & Electronic Disclosure and Consent
PLEASE READ, COMPLETE #9 BELOW, AND SIGN ON PAGE 6

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.
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: _____

IMPORTANT INFORMATION. PLEASE READ AND SIGN.

Warranty and Disclosure Statement: I understand that the insurance company, in determining whether to provide insurance coverage, will rely on the information contained in this form and all other information being submitted. I hereby warrant, represent and confirm that, to the best of my knowledge, all information provided is complete, true and correct.

I am aware that the insurance company expects accurate reporting for my premium calculation. I understand that my book and records may be examined or audited by the insurance company at any time during the coverage period and up to three years thereafter. Intentional misrepresentation or misreporting may jeopardize coverage. K&K 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. The information I provided on this enrollment form becomes a part of the insurance contract.

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 for a current listing of insurance and reinsurance carriers in which Aon Corporate and its affiliates hold any ownership interest.

Applicant business name (from page 3): _____

Applicant signature: _____ **Date:** _____

(Must be signed by president, executive director, or treasurer acting as an authorized agent of the organization)

Printed name: _____ **Title:** _____

