



1712 Magnavox Way P.O. Box 2338 - SCU  
 Fort Wayne, IN 46801-2338  
 1-877-783-1161  
 www.kandkinsurance.com

# DIRECTORS' AND OFFICERS' including Employment Practices Liability Insurance Application

Rates effective 3/1/21

## Motorsports Directors' & Officers' Program for Not-for-Profit Entities

This program provides important protection for nonprofit entities as follows:

- 4 Wheel drive clubs
- Independent car clubs
- Sports car clubs
- Corvette clubs
- Motorcycle clubs

Protection is provided 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 against a third party, acts beyond granted authority, failure to deliver services, wrongful dismissal, and wrongful employment practices. Defense costs are paid in addition to the limit of liability. Coverage is provided on a claims-made basis, applying only to claims first made during the coverage period.

### Eligible Organizations

Organizations that meet **all** of the following criteria are eligible for coverage under this program subject to underwriting approval:

1. The organization has tax exempt status as a not-for-profit organization.
2. The annual revenue of the organization from all sources is \$5,000,000 or less.  
 (If greater than \$5,000,000 please submit for individual consideration).
3. The organization must not be a governmental entity or organization.

### Ineligible Organizations

Any entity that does not meet **all** of the eligibility criteria listed above.

## Directors' & Officers' and Employment Practices Liability

### Option A

<u>Coverage</u>	<u>Limit</u>
Separate Maximum Aggregate Limit of Liability for Directors & Officers Coverage	\$ 1,000,000 each policy year
Separate Maximum Aggregate Limit of Liability for Employment Practices Liability Insurance	\$ 1,000,000 each policy year
Retention	\$ 1,000 each claim

### Option B

<u>Coverage</u>	<u>Limit</u>
Separate Maximum Aggregate Limit of Liability for Directors & Officers Coverage	\$ 2,000,000 each policy year
Separate Maximum Aggregate Limit of Liability for Employment Practices Liability Insurance	\$ 2,000,000 each policy year
Retention	\$ 1,000 each claim

## Directors' and Officers' Medical Payments

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.

Limit: \$10,000 per director or officer.

## Notable Exclusions

This insurance will not pay any claim based upon:

- Advertising injury
- Bodily injury
- Failure to maintain proper insurance
- Fungi
- Nuclear
- Personal injury
- Pollutants
- Property damage
- Wrongful death

## Premium Information

The total premium charge is fully earned at the inception of coverage and is not refundable. Full premium payment is required to bind coverage. Please refer to the enrollment form for premium.

## Optional Coverage

### Outside Services/Directorship

This option provides coverage for your board members serving as a director or officer on another non profit entity's board, at the request of the Insured entity.

## How to Obtain Coverage

Complete the enrollment form provided with this brochure. The enrollment form must be signed by the president of the board of directors, the executive director, or the treasurer of the organization.

Remit the enrollment form and premium payment to:

K&K Insurance Group  
Small Commercial Unit  
1712 Magnavox Way  
Fort Wayne, IN 46804

Phone 1-877-783-1161  
Fax 1-260-459-5502

You will be notified by K&K if, for any reason, your submission to this insurance program is declined or determined to be ineligible for coverage and your premium payment will be returned or refunded. If your enrollment is accepted, coverage documents will be issued by K&K Insurance. Coverage will become effective the day your enrollment form and premium payment are received and approved by K&K, or on a later date that you may specify. Coverage is provided on an annual basis.

**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. A copy of the policy is available upon request.**

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)



Insuring the world's fun!

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DIRECTORS' AND OFFICERS'
including Employment Practices
Liability Insurance Application
For Not-For-Profit Entities Enrollment Form
Rates effective 3/1/21

Notice: The policy for which this enrollment form is made applies, subject to its terms, only to any "Claim" first made against the "Insureds" during the certificate coverage period.
This form must be completed and returned with your payment. The submission of this enrollment form does not guarantee coverage.
Completion of this enrollment form confirms your desire to obtain insurance through the Sports, Leisure and Entertainment Risk Purchasing Group. An 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 expiration date is one full year from the effective date. Read the entire brochure and enrollment form carefully before signing. This is a claims-made coverage.

Name of organization: \_\_\_\_\_ Date of incorporation: \_\_\_\_\_
Mailing address: \_\_\_\_\_
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
Contact person: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_
E-mail: \_\_\_\_\_ Web site: \_\_\_\_\_ Fax no: (\_\_\_\_) \_\_\_\_\_

Please provide a complete description of your operations and events. \_\_\_\_\_
Number of full time compensated employees (over 30 hours a week for 12 months): \_\_\_\_\_
Number of part time compensated employees (under 30 hours a week or less than 12 months): \_\_\_\_\_
Number of volunteers: \_\_\_\_\_ Number of club memberships: \_\_\_\_\_
Is the organization a not-for-profit entity?  Yes  No Tax ID No. \_\_\_\_\_

Financial Information

Total organization's annual gross revenue \$ \_\_\_\_\_
(gross revenue includes all receipts from fees, sponsorships, fundraisers, membership, ticket sales)
Total organization's assets on the financial statement \$ \_\_\_\_\_
Total organization's liabilities on the financial statement \$ \_\_\_\_\_

If more than \$5 million for any one category, please submit current financial statement.

Does the organization currently have D&O coverage in force?  No  Yes (If yes, please provide the following:)
Carrier: \_\_\_\_\_ Limit: \_\_\_\_\_ Premium: \_\_\_\_\_ Retention: \_\_\_\_\_ Exp date: \_\_\_\_\_
Desired effective date: Check one.  Start my coverage on the date my enrollment form and payment are received.
 Start my coverage on this date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Note: Coverage will not be made effective prior to the date that the enrollment form and payment are received and approved by K&K.

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 loss payment and defense costs):

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

## Premium Calculation

If your organization meets the underwriting criteria for the program, limits of liability will be available for the following premium which is based upon your organization's annual gross revenue.

**Select coverage Option A or B and check the appropriate box.**

**Option A**-Directors and Officers coverage includes a \$1,000,000 limit with a \$1,000 retention per claim and \$10,000 medical payments per person for directors and officers of the named insured and includes separate limits for Employment Practices Liability coverage.

<u>Organization's Club Membership</u>	<u>Premium</u>
<input type="checkbox"/> Less than 500	\$ 761
<input type="checkbox"/> 500 - 2,499	\$ 1,050
<input type="checkbox"/> 2,500 - 4,999	\$ 1,575
<input type="checkbox"/> 5,000 and over	Refer to company

**Option B**-Directors and Officers coverage includes a \$2,000,000 limit with a \$1,000 retention per claim and \$10,000 medical payments per person for directors and officers of the named insured and includes separate limits for Employment Practices Liability coverage.

<u>Organization's Club Membership</u>	<u>Premium</u>
<input type="checkbox"/> Less than 500	\$ 1,155
<input type="checkbox"/> 500 - 2,499	\$ 1,575
<input type="checkbox"/> 2,500 - 4,999	\$ 2,363
<input type="checkbox"/> 5,000 and over	Refer to company

**Option A or B Premium: \$ \_\_\_\_\_**

## Optional Coverages

Outside Directorship Liability (supplemental must be completed below)

Your premium is \$53.....	\$ _____
Total premium .....	\$ _____
Risk Purchasing Group administration fee (required).....	\$ 20
<b>Total due.....</b>	<b>\$ _____</b>

### OUTSIDE SERVICE/DIRECTORSHIP COVERAGE SUPPLEMENTAL (NOT-FOR-PROFIT ENTITIES ONLY)

Name of individual(s) including title(s) or position(s): \_\_\_\_\_

Name of outside not-for-profit entity/entities and position(s): \_\_\_\_\_

Nature of outside entity/entities operation: \_\_\_\_\_

Has the individual been requested by the organization to serve on this outside board:  Yes  No

List the D&O insurance carrier and limit for the outside entity: \_\_\_\_\_

Has the outside entity incurred any claims in the past 5 years or is it currently under any legal proceeding or investigations?

No  Yes If yes, please attach details.

**Reminder:**

- Premiums are 100% fully earned at inception and nonrefundable.
- Coverage can only be obtained by remitting a signed and completed enrollment form along with payment in full.
- Incomplete enrollment forms will be declined and returned.
- All enrollment forms must be signed by the president, executive director or treasurer of your organization.
- Coverage will not be made effective prior to the date that the completed enrollment form and payment are received in our office.

**Explanations**

Notice: Following are several items related to claims made policies that should be considered.

**Prior Acts**

If a claims made policy contains a retroactive date, that policy provides no coverage for claims arising out of incidents, occurrences, or alleged wrongful acts which took place prior to that retroactive date.

**Claims Made During Policy Period**

This policy covers only claims actually made or incidents reported against the insured while policy remains in effect, or any applicable extended reporting period. All coverage 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 non-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.

**Claims-made Policy Maturity**

When the retroactive date on a claims made policy is concurrent with the effective date of the policy or less than five years prior to the effective date, there is considered to be a reduced level of exposure in relation to an occurrence policy. For this reason, claims made rates are comparatively lower than occurrence rates. As the claims made relationship matures, the insured can expect substantial annual premium increases independent of overall rate level increases. If, however, the retroactive date on a claims made policy is more than five years prior to the effective date of the policy, that claims made relationship is considered mature and rate levels will not increase for this reason.

**INSURANCE AGENT INFORMATION**

Agency name: \_\_\_\_\_  
Agency mailing address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Agent/contact name: \_\_\_\_\_  
Agency telephone: (\_\_\_\_\_) \_\_\_\_\_ Agency fax: (\_\_\_\_\_) \_\_\_\_\_  
Agent/contact e-mail address: \_\_\_\_\_

Do you have existing business with K&K Insurance?  Yes  No

For additional information regarding other programs, log onto our web site at [www.kandkinsurance.com](http://www.kandkinsurance.com).

(For K&K use only) Agency ID# \_\_\_\_\_

I represent and warrant as an insurance producer that I currently maintain, and will maintain, all individual, corporate or agency licenses or permits required in order to conduct insurance business in the state coverage for this insured is being written. I further represent and warrant that I currently maintain, and will maintain, errors and omissions insurance 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.

Signature: \_\_\_\_\_ Printed name: \_\_\_\_\_ Date: \_\_\_\_\_

**Note: A 10% commission is available to licensed agents for this program or a fee maybe be separately charged, subject to state insurance regulations. Agents do not have authority to issue binders or certificates of insurance on behalf of this program.**

**Making Your Payment** Please check payment option.

Check: Please make check payable to K&K Insurance Group, Inc. Enclosed is check # \_\_\_\_\_ for \$ \_\_\_\_\_  
 Credit Card: **For your security, we cannot accept credit card payments via e-mail. Please fax or mail only.**  
I authorize K&K Insurance to charge  VISA  MASTERCARD  DISCOVER  AMERICAN EXPRESS \$ \_\_\_\_\_  
Card number: \_\_\_\_\_  
Reference number (last 3 digits on back of card): \_\_\_\_\_ Expiration date: \_\_\_\_\_  
Print name (as on card): \_\_\_\_\_  
**Cardholder signature:** \_\_\_\_\_

**Mailing Instructions**

Mail enrollment form along with check or credit card information to: K&K Insurance Group • Small Commercial Unit  
1712 Magnavox Way • Fort Wayne, IN 46804. If making payment via credit card, you may submit via fax to (260) 459-5502.

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

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**Warranty, Compensation & Electronic Disclosure and Consent**  
**PLEASE READ, COMPLETE #9 BELOW, AND SIGN ON PAGE 7**

**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 logging onto this website, 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 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. Please select preferred method for document delivery. Providing an email address in this application will be deemed consent to us to deliver documents and communication to you electronically.

<input type="radio"/> E-mail to: _____	attn: _____
<input type="radio"/> Fax to: _____	attn: _____
<input type="radio"/> 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, and should my figures exceed my estimates during the coverage term I will make arrangements to pay the additional premium. 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](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 signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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