

### **MARTIAL ARTS SCHOOLS & PROGRAMS**

Insurance Program and Enrollment Form

This brochure is valid for effective dates of 2/1/25 through 2/28/26

Higher liability limits are available immediately online at www.martialartsinsurance-kk.com

#### PROGRAM DESCRIPTION

This program has been designed for U.S.-based martial arts schools and other organizations specializing in the instruction of martial arts. Coverage provided includes important liability protection for the school or organization, including its employees and volunteers, for liability claims arising out its operations. For eligible martial arts schools or programs, your covered operations consist of operations and activities at your locations involving registered members/participants, under your direct supervision or organized by you, that have been reported to and approved by the Company, and for which the applicable premium has been paid; and off-site competitions, demonstrations, parades and fundraising activities, directly associated with the above that are under direct supervision, or organized by you; and ancillary events or activities at off-site locations involving registered members/participants under your direct supervision, or organized by you, that have been reported to and approved by the Company, and for which the applicable premium has been paid.

"Covered Operations" may also include: birthday/social parties at your premises that are under your direct supervision or organized by you, that have been reported to and approved by the Company, and for which the applicable premium has been paid; activities involving non-registered members/participants, under your direct supervision or organized by you, that have been reported to and approved by the Company, and for which the applicable premium has been paid; tournaments or competitions hosted by you under your direct supervision or organized by you, that have been reported to and approved by the Company and for which the applicable premium has been paid.

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

#### **INELIGIBLE OPERATIONS**

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

- The sport of boxing (contact/sparring)
- Training programs for law enforcement, public safety, military personnel, CPR, and First Aid
- · Trampoline parks/facilities
- · The sport of wrestling

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.

#### **ELIGIBLE OPERATIONS**

Schools or organizations providing instruction, practice, demonstrations and exhibitions in the following styles of martial arts are eligible for this program.

Note: If your style of martial arts is not listed, contact us for proper classification.

- Aikido
- Brazilian jiu jitsu
- Capoeira
- Chi kun
- · Dim mak \*
- Fitness boxing (non-contact)
- Goju-ryu
- Haganah \*
- Hapkido
- Jeet kune do
- Judo
- Jiu jitsu
- · Kali/escrima \*
- Karate
- Keniitsu

- Kickboxing (cardio/fitness only)
- Kickboxing (contact/sparring)
- Krav maga
- · Kung fu
- Mixed martial arts (Ultimate/ extreme/cage fighting)\*
- · Savate \*
- · Sayoc kali \*
- Shaolinguan
- Taekwondo
- Tai chi
- Taijiquan
- · Tang soo do
- Thai boxing/muay thai \*
- Wushu

Karate includes various styles such as: Chito-ryu, Goju-ryu, Isshin-ryu, Shuri-ryu, Kyokushinkai, Seido juku, Keichu do, Keichu-ryu, Shorin-ryu, Shotokan, Shito-ryu, Uechi-ryu, Wado-ryu and Yoshukai karate

\*Note: Coverage for these styles apply only to instruction/ training type programs. Events/competitions/tournaments in which the insured's members participate with these styles are excluded and not covered under this program.

#### **EASY WAYS TO ENROLL FOR COVERAGE**

WEB

Receive coverage immediately by purchasing online at www.martialartsinsurance-kk.com

#### OR

Submit this enrollment form, with payment, to us.

FAX

1-260-459-5940

MAIL

K&K Insurance Martial Arts RPG P.O. Box 2338 Fort Wayne, IN 46801-2338

#### FOR SERVICE REQUESTS ONLY



info@martialartsinsurance-kk.com

QUESTIONS

1-800-648-6406

### COVERAGES AND LIMITS Higher liability limits are available immediately online at www.martialartsinsurance-kk.com

Coverages	Opti	ion 1	Option 2				
Commercial General Liability Each Occurrence		<b>nits</b> 000,000	<b>Limits</b> \$ 2,000,000				
General Aggregate (other than Products-completed Operations)	1 '	000,000 ocation)	\$ 5,000,000 (per location)				
Products-completed Operations Aggregate	\$ 1,0	000,000	\$	2,000,000			
Personal and Advertising Injury	\$ 1,0	000,000	\$	2,000,000			
Damage to Premises Rented to You (Fire Legal Liability)	\$ 1,0	\$ 1,000,000		1,000,000			
Medical Expense (other than participants)	\$	\$ 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	\$ 1,0	\$ 1,000,000		\$ 2,000,000			
Bodily Injury to Participants Liability	\$ 1,0	000,000	\$	2,000,000			
Medical Payments for Participants (excess) \$250 per claim deductible applies	\$ 150,000		\$	150,000			
Rates (per student/member)	All States, except Hawaii	Hawaii Applicant	All States except Haw	·			
	\$ 20.79	18.90	\$ 26	.57 \$ 24.15			
Minimum Premiums	\$ 750.00	750.00	\$ 1,125	.00 \$ 1,125.00			

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 endorsement 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 · Lease Cancellation Moving Expense \$2,500
    - · Temporary Meeting Place \$25,000
  - Identify Theft Exposure \$25,000
    Key Individual Replacement Cost \$50,000
- · 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.

**Bodily Injury to Participants Liability** – coverage which offers protection against bodily injury liability claims brought by persons participating in covered activities of your martial arts school operations.

**Professional Liability** – provides protection against wrongful acts (negligent act, error, omissin or breach of duty in the discharge of martial arts activities) that occur under the operations of the insured.

Medical Payments for Participants – coverage which pays the medical and dental expenses incurred by a "participant" when an accidental injury occurs while participating in your covered martial arts school operations. "Participant" means any: Person practicing for or participating in any physical exercise, athletic or recreational activity, game, sport, contest, performance, exhibition, or entertainment activity; "Participant" does not include any instructor, coach, official, referee, volunteer, or compensated member of your staff, including "employees" or independent contractors. The coverage is provided on an excess basis, responding after all other medical coverage available to the participant has been exhausted. If no other medical coverage exists, the coverage becomes primary. A \$250 deductible applies to each claim and the benefit period is two years from the date of the accident.

#### **COVERAGES AND LIMITS CONTINUED**

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 leased, hired, 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 bodily injury to participants while in a hired auto or non-owned auto, or the use of a multi-passenger vehicle (designed to carry 9 or more persons), or to those vehicles that are rented, leased, hired or borrowed on a long-term basis.

#### **OPTIONAL COVERAGES AVAILABLE**

#### **Non-Registered Member Activity Coverage**

This coverage is available for events and/or activities you conduct at your facility that involve non-registered members of your martial arts school and are incidental to your martial arts operations. When reported and paid for, coverage is extended to provide liability and excess medical coverage for non-registered members while participating in an event/activity you are hosting and supervising. Examples of such events and activities are: dance programs or classes; camps or clinics; meetings and/or seminars, yoga and/or exercise classes.

Unless this option is purchased, coverage is excluded for non-registered members who participate in any activities referenced above.

#### Coverage Conditions:

- 1. Coverage is not available on a stand-alone basis. You must have commercial general liability coverage for your martial arts school or organization with our Martial Arts Schools & Programs RPG Insurance Program.
- 2. The same coverages and limits would apply to this optional coverage as purchased for your school or organization.
- 3. A birthday party is not considered to be a subsidiary activity and a separate premium charge will apply.
- 4. Non-registered members are only to be counted once in your premium calculation, regardless of the number of times that they may participate in those activities. Also include members of your school if they are charged a separate registration fee to participate in the activity.

	Opti \$1,000,000		Option 2 \$2,000,000 CGL Limit		
Rate (per participant)	All States, except Hawaii	Hawaii Applicant	All States, except Hawaii	Hawaii Applicant	
	\$ 15.95	\$ 14.50	\$ 21.07	\$ 19.15	

#### **Birthday Party Coverage**

Coverage can be extended to cover birthday parties held at your martial arts school or organization premises. Coverage Conditions:

- 1. Coverage is not available on a stand-alone basis. You must have commercial general liability coverage for your martial arts school or organization with our Martial Arts Schools & Programs RPG Insurance Program.
- 2. The same coverages and limits would apply to this optional coverage as purchased for your school or organization.

	Opti \$1,000,000	on 1 CGL Limit	Option 2 \$2,000,000 CGL Limit		
Rate (per party)	All States, except Hawaii	Hawaii Applicant	All States, except Hawaii	Hawaii Applicant	
	\$18.15	\$16.50	\$24.48	\$22.25	

#### **OPTIONAL COVERAGES AVAILABLE CONTINUED**

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

This program includes two options for coverage for claims arising out of sexual abuse or sexual molestation:

- Option 1: \$1,000,000 of liability coverage 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. Limit is part of, and not in addition to, the general liability limit selection.
- Option 2: \$100,000 of coverage for reimbursement of defense costs only resulting from claims arising out of abuse, molestation, or exploitation.

#### Coverage Conditions:

- 1. Coverage is contingent upon completion, as well as review and approval from us, of the underwriting questions found on page 11 or 12.
- 2. Coverage is not available on a stand-alone basis. You must have commercial general liability coverage for your school or organization with our Martial Arts Schools and Programs RPG Insurance Program.
- 3. Only one option may be purchased.
- 4. This coverage is 100% fully earned at inception.

Rates	
Options	Rates
Option 1 - \$1,000,000 Sexual Abuse or Sexual Molestation Liability	See page 11 for rates (\$150.00 minimum premium) Hawaii applicants see page 12 for rates
Option 2 - \$100,000 Abuse, Molestation, or Exploitation Defense Reimbursement	\$100.00 (Flat rate)

#### **Equipment and Contents Coverage (Inland Marine) with Additional Coverage Endorsement**

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

- Business Income with Extra Expense actual loss sustained (up to \$50,000)
- Money and Securities Coverage \$10,000 any one occurrence
- Valuable Papers and Records Coverage \$10,000 on premises / \$2,500 off premises
- Account Receivable Coverage \$10,000 on premises / \$2,500 off premises
- Employee Theft \$5,000 any one occurrence
- Forgery or Alteration \$10,000 any one occurrence
- Robbery or Safe Burglary of Other Property \$10,000 inside the premises / \$10,000 outside the premises
- Additional Acquired Property up to \$15,000
- Concession Equipment \$50,000 any one occurrence
- Pollutant Cleanup \$25,000

#### Coverage Conditions:

- 1. Coverage is not available on a stand-alone basis. You must have commercial general liability coverage for your martial arts school or organization with our Martial Arts Schools & Programs RPG Insurance Program.
- 2. Coverage will be effective the day after we receive the proper completed enrollment form with premium and will expire on the expiration date of your Martial Arts Schools & Programs RPG 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	All States, except Hawaii Rates	Hawaii Applicant Rate	Deductible	Minimum Premium
\$ 1 - \$ 10,000	\$ .033	\$ .03	\$ 250	\$ 100.00
\$ 10,001 - \$ 100,000	\$ .0286	\$ .026	\$ 1,000	\$ 100.00
\$ 100,001 +	\$ .0286	\$ .026	\$ 2,500	\$ 100.00

#### OPTIONAL COVERAGES AVAILABLE CONTINUED

#### **Hosted Tournament Coverage**

Hosted tournaments are those you organize and operate that include participants who are not members of your school or organization. Coverage excludes liability and medical payment claims by non-registered members/participants that participate in tournaments you host unless this optional coverage is purchased. The named insured and their registered members are automatically covered for participation in tournaments conducted by others without purchasing this additional coverage. Please contact us for additional information and supplemental questionnaire on this available optional coverage.

#### **EXCLUSIONS**

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

- · Abuse, molestation, or exploitation (unless reported to, approved by us, & the appropriate premium paid)
- · All operations listed as ineligible
- Amusement devices (eg: rides, slides, inflatables-unless reported to, and approved by us, bungees, dunk tanks)
- Bodily injury to participants while in a hired auto or non-owned auto
- Communicable diseases
- CrossFit® Affiliate owners and/or CrossFit® programs/activities
- Cryogenic chambers/therapy
- Cyber incident, data compromise, and violation of statutes related to personal data

- · Multi-passenger vehicles
- · Non-registered participants at events/ tournaments hosted by the named insured
- Parkour/ninja/obstacle course/free-running/ tricking/urban gymnastics/extreme tumbling or any similar type activities/programs, unless reported to, approved by us, and the appropriate premium paid
- · Sexually transmitted disease
- · Tournaments or competitions involving the following styles: muay thai/thai boxing; kali/ escrima; savate; sayoc kali; dim mak; haganah; and full contact mixed martial arts, including but not limited to: cage events, extreme and ultimate fighting
- Use of projectile weapons including, but not limited to, firearms and tasers, and defense sprays
- Use of sharpened/bladed weapons
- Climbing walls exceeding ten (10) feet with no safety harness system, unless reported to and approved by us

#### FREQUENTLY ASKED QUESTIONS

#### 1. We are a newly formed school and we are not sure how many students we will have, how should I report my student count?

You need to report the number of students you project to have within an annual term. You may add additional students at any time by using the martial arts supplemental form.

2. Do you provide coverage for mixed martial arts? We are able to provide coverage for mixed martial arts, but only for your instructional and training programs. Mixed martial arts events, competitions and tournaments in which you or your members participate are not covered under this program. Refer to the exclusions section of this brochure for other styles that are excluded for tournaments and competitions.

#### 3. Am I allowed to transport students to activities such as classes, tournaments or exhibitions?

This insurance program does not provide coverage for the transportation of students. Should the transportation of students be necessary for your operation, we suggest that you consult a licensed insurance agent in your area to provide you with commercial automobile coverage for this type of exposure.

#### 4. How do I add another entity or organization as an additional insured to my policy?

You may add an entity as an additional insured under the certificate request section of the enrollment form. Please make sure to check the box in the certificate request area noted "additional insured", and provide their entire name, address and relationship to you.

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

No. You will receive a certificate of insurance as proof of coverage. By applying for this insurance, you are applying for membership in the Sports, Leisure and Entertainment Risk Purchasing Group (RPG), a group formed and

operating pursuant to the Liability Risk Retention Act of 1986 (15 USC 3901 et seq.). Coverage is offered exclusively through the Sports, Leisure and Entertainment Risk Purchasing Group (RPG). The RPG receives a master policy from the insurance company. Submission of this enrollment form confirms your desire to receive coverage through the RPG. Each member receives their own certificate of insurance as 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. For a copy of the RPG master policy, please submit your request in writing to: K&K Insurance Group, Inc., 1712 Magnavox Way, Fort Wayne, IN 46804.

#### 6. 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.

MASS MERCH MARTIAL 1020-MK 11/2025



# **Enrollment Form Martial Arts Schools & Programs**

This brochure is valid for effective dates of 2/1/25 through 2/28/26

Completion of this enrollment form confirms your desire to obtain insurance through the Sports, Leisure and Entertainment Risk Purchasing Group, a group formed and operating pursuant to the Liability Risk Retention Act of 1986 (15 USC 3901 et seq.). A risk purchasing group (RPG) provides group purchasing power for similar risks resulting in potential advantageous coverage terms, and competitive rates 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 6 - 20) with payment GENERAL INFORMATION O I am a new account O 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. O Sole Proprietorship O Limited Liability Co. O Corporation O Partnership Other (describe): Form of business: O Not-for-profit O For-profit Mailing address: Contact name: \_\_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_ Cell: (\_\_\_\_\_) \_\_\_\_\_\_Fax: (\_\_\_\_\_) \_\_\_\_\_ Website: (By listing an email address, you are giving us permission to contact you by email about your policy. Refer to page 16 of the application for Electronic Disclosure and Consent) 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) Location 1: \_\_\_ City State Zip Location 2: \_\_\_ Street Address State **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). O Start my coverage on this date: \_\_\_\_\_/ \_\_\_\_/ \_\_\_\_\_/ **BUSINESS INFORMATION** Styles of martial arts offered and any other types of operations/activities provided by your operation. (check all that apply) O Haganah\* O Kickboxing (cardio/fitness only) O Shaolinguan O Aikido O Kickboxing (contact/sparring) O Hapkido O Taekwondo O Brazilian jiu jitsu O Krav maga O Jeet kune do O Tai chi O Capoeira O Judo O Kung fu O Taijiquan O Chi kun O Jiu jitsu O Mixed martial arts\* O Dim mak\* O Tang soo do

O Savate\*

O Sayoc kali\*

(ultimate/extreme/cage fighting)

O Kali/escrima\*

○ Karate

O Kenjitsu

O Other (please describe, subject to approval):

O Fitness boxing

(non-contact)

O Goju-ryu

O Thai boxing/muay thai\*

O Wushu

<sup>\*</sup> NOTE: Coverage for these styles apply only to instruction/training type programs. Events/competitions/tournaments in which the insured's members participate with these styles are excluded and not covered under this program.

### **BUSINESS INFORMATION CONTINUED**

1. Do you have any climbing devices exceeding 10 feet in height? O Yes O No If yes, please provide:	
a. The maximum height of the climbing device:	
b. A description of the device:	
c. Is a safety harness required?	
(If over 10 feet, please include pictures of the device with this submission for review. Prior appropriate exceeding 10 feet with no safety harness.)	oval is required for climbing walls
2. Do you have any activities that occur away from the facility/premises other than competitions, demonstrations, parades or fundraising activities?	○ Yes ○ No
a. If yes, please describe:  (Activities held off-site must be reported prior to occurring and approved by us except for comparing the comparing and approved by us except for comparing the comparing and approved by us except for comparing the compar	etitions, demonstrations, parades
and fundraising activities.)	, , , , , ,
3. Do you have camps/clinics?  If yes:	O Yes O No
<ul> <li>a. Do non-members attend?</li> <li>(Non-member campers (those that are not registered members of your school) are excluded fro you purchase the optional non-registered member activity coverage.)</li> </ul>	O Yes O No m coverage under this policy, unless
b. Describe the type of camps or clinics you may have along with the activities/ever camps/clinics:	
(Coverage can only be extended for those types of operations/activities that coverage has been Ancillary activities are subject to approval)	purchased for under this program.
4. Do you employ independent contractor instructors?  (This program provides coverage for instructors and personnel who are employees of the named in independent martial arts/self defense instructors. Coverage for independent martial arts/self defense by contacting us or through a separate application found at www.martialartsinsurance-kk.com)	
5. Do you have birthday parties?	○ Yes ○ No
6. Do you have child-care/babysitting services/pre-schools and/or accredited schools? (Child-care and/or babysitting services are excluded under this program.)	○ Yes ○ No
7. Do you utilize any inflatable devices?	○ Yes ○ No
(This program contains an exclusion for amusement devices. Amusement devices do not include games or any device that is specifically designed for the training or instruction of the activity for w Limited coverage for inflatables may be available. Please contact us for additional information.	
8. Do you instruct ninja, parkour, urban/extreme gymnastics, tricking, free-running and/o similar type programs/activities?  (If yes, please contact us for additional information on coverage availability.)	r O Yes O No
9. Do you have any tumbling programs/activities?  If yes:	○ Yes ○ No
Are all participants in your tumbling program under the age of 18?	○ Yes ○ No
Is this program for recreational training purposes only (no competitions)?	O Yes O No
Do you utilize any gymnastic apparatuses? (such as trampolines, foam pits,	O Yes O No
bars, beams, etc.)	3 100 3 No
O. Does your facility have a ring/cage?  If yes, what programs utilize the ring/cage?	O Yes O No
11. Do you have any boxing classes (not including kickboxing and/or fitness boxing)?	○ Yes ○ No

#### **BUSINESS INFORMATION CONTINUED** O Yes O No 12. Do you have open gym/studio time? a. Please select the type of persons who can participate in your open gym/studio (check all that apply) O Members only O Members and public O Yes O No b. Is open gym supervised by a staff member at all times? O Yes O No c. Are participants of open gym only allowed to practice techniques for which they have been properly instructed? O Yes O No d. Is your open gym time available to all ages at the same time? (NOTE: Additional premium may apply for open gym/studio exposures) O Yes O No 13. Do you use weapons as part of your instruction? O Yes O No a. If ves. are they sharpened/bladed? b. If yes, are the weapons replicas? O Yes O No c. If yes, do they contain ammunition? O Yes O No d. If yes, do you use tasers or defense sprays? O Yes O No The use of projectile weapons including, but not limited to, firearms and tasers, and defense sprays along with sharpened/bladed weapons are excluded from coverage under this policy. 14. If you suspect a participant has a concussion, do you have an action that includes: O Yes O No a. Immediately removing the participant from play or practice O Yes O No b. Keeping the participant out of play or practice until they provide written clearance from a licensed physician? 15. Do you host any events or competitions at your facility? O Yes O No 16. FOR NEW ACCOUNTS ONLY Do you have current coverage in place? O Yes O No If no, please check/explain: O New business operation O Other, please explain:\_\_\_\_ If ves: Expiration date(s):\_\_\_ a) Name(s) of current carrier(s): \_\_\_ O Yes O No b) Is your current carrier non-renewing your coverage?

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 FORM.

If yes, please <u>provide</u> 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

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.

\*See page 4. Sexual Abuse/Sexual Molestation options are 100% fully earned at inception (may vary by state).

If yes, why?

c) In the past 5 years, have you had any losses?

insurance coverage for those years.

O Yes O No

### ALL STATES, except HAWAII PROGRAM PREMIUM CALCULATION

(Hawaii applicants proceed to the next page)

#### **Program Rating**

Premium is determined by applying the appropriate option and rate for your school or organization to the greatest number of students/registered members that your program could have during the year. If the total program premium is less than the minimum premium, the total premium due is the minimum premium.

O Check here if a higher liability limit is needed. Limit requested:\_

\$ 26.57

Option 2 - \$2,000,000 CGL Limit

All States, except Hawaii Rate

Quotes for higher liability limits are available immediately online OR

Select one option:		
Options	Rates/Premium Calculation	Program Premium
Option 1 - \$1,000,000 CGL Limit All States, except Hawaii Rate	\$ <u>20.79</u> x = \$ (rate) number of students	Minimum Premium = \$750.00

### ALL STATES, except HAWAII OPTIONAL COVERAGES PREMIUM CALCULATION

number of students

Non-registered Member Activity and Birthday Party Coverage

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

Please select all of the activities and/or birthday parties you have at your school or organization and report the total number of non-registered or separately enrolled participants in each of the activities listed below along with the number of birthday parties. **Use the rate for the same limit selected above. These activities must be incidental to your martial arts operations.** 

	Type of Activity	No. of	X		e Rates, ept HI	=	Premium
	Type of Addivity	Participants ^		\$1 Mil Rate	\$2 Mil Rate		Tremum
0	Dance programs or classes		Х	\$15.95	\$21.07	=	\$
О	Camps/Clinics		Х	\$15.95	\$21.07	=	\$
О	Exercise and/or yoga classes		Х	\$15.95	\$21.07	=	\$
О	Exhibitions, seminars or demonstrations (involving guest participation)		Х	\$15.95	\$21.07	=	\$
О	Tumbling/Gymnastic Programs or Classes (floor only) Please describe types of programs/classes offered along with age groups, level of training and apparatuses used (subject to approval):		X	\$15.95	\$21.07	=	\$
0	Other (please describe): Note: This is subject to approval by us		Х	\$15.95	\$21.07	=	\$
0	Birthday parties	No. of parties held annually	х	\$18.15	\$24.48	=	\$
No	n-registered Activity and Birthday Parties Premium	(add all lines ab	ove)				\$

Page 9 of 20

Minimum Premium = \$1,125.00

## HAWAII ONLY APPLICANTS PROGRAM PREMIUM CALCULATION

#### **Program Rating**

Premium is determined by applying the appropriate option and rate for your school or organization to the greatest number of students/registered members that your program could have during the year. If the total program premium is less than the minimum premium, the total premium due is the minimum premium.

Quotes for higher liability limits are available immediately online OR

O Check here if a higher liability limit is needed. Limit requested:							
Select one option:							
Options	Rates/Premium Calculation	Program Premi					

Options	Rates/Premium Calculation	Program Premium
Option 1 - \$1,000,000 CGL Limit	\$ <u>18.90</u> x = \$	Minimum Premium = \$750.00
Hawaii Applicant Rate	(rate) number of students	\$
Option 2 - \$2,000,000 CGL Limit	\$ <u>24.15</u> x = \$	Minimum Premium = \$1,125.00
Hawaii Applicant Rate	(rate) number of students	\$

## HAWAII ONLY APPLICANTS OPTIONAL COVERAGES PREMIUM CALCULATION

Non-registered Member Activity and Birthday Party Coverage

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

Please select all of the activities and/or birthday parties you have at your school or organization and report the total number of non-registered or separately enrolled participants in each of the activities listed below along with the number of birthday parties. **Use the rate for the same limit selected above. These activities must be incidental to your martial arts operations.** 

	Type of Activity	No. of	Х		Applicant tes	_	Premium		
	Type of Adulthy	Participants /		Doutioinonto		\$1 Mil Rate	\$2 Mil Rate		T Tomium
О	Dance programs or classes		Х	\$14.50	\$19.50	=	\$		
О	Camps/Clinics		Х	\$14.50	\$19.50	=	\$		
О	Exercise and/or yoga classes		Х	\$14.50	\$19.50	=	\$		
О	Exhibitions, seminars or demonstrations (involving guest participation)		Х	\$14.50	\$19.50	=	\$		
0	Tumbling/Gymnastic Programs or Classes (floor only) Please describe types of programs/classes offered along with age groups, level of training and apparatuses used (subject to approval):		х	\$14.50	\$19.50	=	\$		
О	Other (please describe): Note: This is subject to approval by us		Х	\$14.50	\$19.50	=	\$		
0	Birthday parties	No. of parties held annually	х	\$16.50	\$22.25	=	\$		
Nor	n-registered Activity and Birthday Parties Premium	(add all lines ab	ove)				\$		

## ALL STATES, except HAWAII OPTIONAL COVERAGES PREMIUM CALCULATION CONTINUED

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

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

	O 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?  The term "Volunteers" means someone, including parent volunteers, who exerts control over or supervises participants	O Yes	O No
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?  If yes, please explain:	O Yes	O No
3.	Are you aware of any occurrences that could lead to a claim?  If yes please explain:	O Yes	O No
4.	Do you, your organization or sanctioning/governing body have written procedures and training in place regarding the prevention and mitigation of abuse, molestation or sexual misconduct? If yes:	O Yes	O No
	a. Do the procedures require that known or suspected abuse incidents must be reported to law enforcement?	O Yes	O No
	<ul> <li>b. Are written procedures and training provided or available to each employee, volunteer, independent contractor or sanctioning/governing body member?</li> </ul>	O Yes	O 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?	O Yes	O No
5.	Please complete the following questions regarding employee, volunteer, or independent contractor screeni	ng	

Please complete the following questions regarding employee, volunteer, or independent contractor screening controls used by your organization.

Please Complete All Questions  The term "Volunteers/Independent contractors" in the following questions means someone who exerts control over or supervises participants.	Employees	Volunteers/Independent contractors
Do you have employees and/or volunteers/independent contractors?	O Yes O No	O Yes O No
Are employee/volunteer/independent contractor applications required?	O Yes O No	O Yes O No
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?	○ Yes ○ No	○ Yes ○ No
If yes, and applicant checks yes, do you reject the applicant?	O Yes O No	O Yes O No
Are background checks provided by a third party vendor/service?	O Yes O No	○ Yes ○ No
If yes, do you reject an applicant with any history of physical violence or sex related offenses?	O Yes O No	○ Yes ○ No

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

6. Calculate premium:

Options	Activity Type	All States, except Hawaii Rate (per participant)	X	Total # of Participants (see page 9)	=	Premium
	Martial Arts	\$2.31	Х		=	\$
Option 1 - \$1,000,000 Sexual Abuse or	Non-Registered Member Activity(s); Dance, Camp/Clinic, Exercise and/ or Yoga, Exhibitors, Seminars or Demos,Tumbling (floor only) Other:	\$2.05	x		=	\$
Sexual Molestation Liability	Birthday or Social Party	\$2.53 per party	Х	# parties	=	\$
	TOTAL Sexual Abuse/Sexual Molestation Liability Premium (add all lines above, \$150.00 minimum premium applies)					\$
O Option 2 - \$100,000 - Abuse, Molestation, or Exploitation Defense Reimbursement						\$100.00

### HAWAII ONLY APPLICANTS OPTIONAL COVERAGES PREMIUM CALCULATION CONTINUED

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

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

	O 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?  The term "Volunteers" means someone, including parent volunteers, who exerts control over or supervises participants.	O Yes	O No
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?  If yes, please explain:	O Yes	O No
3.	Are you aware of any occurrences that could lead to a claim?  If yes please explain:	O Yes	O No
4.	Do you, your organization or sanctioning/governing body have written procedures and training in place regarding the prevention and mitigation of abuse, molestation or sexual misconduct? If yes:	O Yes	O No
	a. Do the procedures require that known or suspected abuse incidents must be reported to law enforcement?	O Yes	O No
	b. Are written procedures and training provided or available to each employee, volunteer, independent contractor or sanctioning/governing body member?	O Yes	O 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?	O Yes	O No
5.	Please complete the following questions regarding employee, volunteer, or independent contractor screeni controls used by your organization.	ng	

Please Complete All Questions The term "Volunteers/Independent contractors" in the following questions means someone who exerts control over or supervises participants.	Employees	Volunteers/Independent contractors
Do you have employees and/or volunteers/independent contractors?	O Yes O No	O Yes O No
Are employee/volunteer/independent contractor applications required?	O Yes O No	O Yes O No
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?	○ Yes ○ No	○ Yes ○ No
If yes, and applicant checks yes, do you reject the applicant?	O Yes O No	O Yes O No
Are background checks provided by a third party vendor/service?	O Yes O No	O Yes O No
If yes, do you reject an applicant with any history of physical violence or sex related offenses?	O Yes O No	○ Yes ○ No

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

6. Calculate premium:

Options	Activity Type	Hawaii Applicant Rate (per participant)	x	Total # of Participants (see page 10)	=	Premium
	Martial Arts	\$2.10	Х		=	\$
Option 1 - \$1,000,000 Sexual Abuse or	Non-Registered Member Activity(s); Dance, Camp/Clinic, Exercise and/ or Yoga, Exhibitors, Seminars or Demos,Tumbling (floor only) Other:	\$1.86	X		=	\$
Sexual Molestation Liability	Birthday or Social Party	\$2.30 per party	Х	# parties	=	\$
	TOTAL Sexual Abuse/Sexual Molestation Liability Premium (add all lines above, \$150.00 minimum premium applies)					\$
Option 2 - \$100,000 - Abuse, Molestation, or Exploitation Defense Reimbursement						\$100.00

## ALL STATES, except HAWAII 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.

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

s below se values already shown above) ory (office supplies, items held for saltents (athletic equipment, electronics office contents, etc.)  Betterments (items you have installed irrors, ceiling tile, window treatments, lutdoor) - please describe value for all location(s) (add all lines of the building type your equipment is security system in place: e describe: erations, besides your own, or equipment ore your equipment? e describe: endescribe:	furniture, non-structural glass, or altered at your expense, ghting, shelving, etc.)  above)  \$100,000 ored in (e.g.: frame or fire resi	\$\$ \$\$ \$\$ \$\$ \$s\$ stive warehouse)  O No  e facility No
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tents (athletic equipment, electronics office contents, etc.)  Betterments (items you have installed irrors, ceiling tile, window treatments, lutdoor)  - please describe  value for all location(s) (add all lines over the building type your equipment is security system in place: e describe:erations, besides your own, or equipment ore your equipment? e describe:erations.	or altered at your expense, ghting, shelving, etc.)  above)  \$100,000 ored in (e.g.: frame or fire resion of others stored in the same of Yes	ssssssssssss
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emium is less than the minimum premiu	·	· · · · · · · · · · · · · · · · · · ·
its Premium - ALL STATES, except I	AWAII Premium Calculation	
t value is between \$1 - \$10,000 (\$250	deductible will apply)	
\$ = \$ Total Replacement Value	Equipment and Co (\$100.00 minimum	
value is over \$10,000 (\$10,001 - \$100,0	0 value = \$1,000 deductible and \$1	00,001+ = \$2,500 deductible)
		(C)
t	Total Replacement Value = \$	Total Replacement Value

## HAWAII ONLY APPLICANTS 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.

individually list ally i	tems with values over \$5,000		Value
			\$
			\$
			\$
values for categories b	below		
(DO NOT include those	values already shown above)		
Supplies & Inventor	y (office supplies, items held for s	ale)	\$
Equipment & Conterphone/fax system, off	nts (athletic equipment, electronic fice contents, etc.)	es, furniture, non-structural glass,	\$
	tterments (items you have installors, ceiling tile, window treatments		\$
Signs (indoor or out	door)		\$
Misc. Equipment – p	olease describe		\$
Total replacement v	alue for all location(s) (add all lin	es above)	\$
a. If yes, please d	ations besides your own or equip	ment of others stored in the same	facility
<ol><li>Is any other opera in which you store</li></ol>	ations, besides your own, or equipo e your equipment?	O Yes	O No
Is any other operatin which you store     a. If yes, please d		O Yes	O No
3. Is any other operatin which you store a. If yes, please d. Please attach a co-  Calculate premium	e your equipment?	O Yes	O No
3. Is any other operatin which you store a. If yes, please d. 4. Please attach a concentration of the concentrati	e your equipment? describe: omplete inventory list with values of	O Yes of each item	O No
3. Is any other operatin which you store a. If yes, please d. Please attach a control of total calculated premium (If total calculated premium)  Quipment and Contents	e your equipment? describe: omplete inventory list with values of	O Yes of each item  Thium, the total premium due is the CS Premium Calculation	O No
3. Is any other operatin which you store a. If yes, please d. Please attach a control of total calculated premium (If total calculated premium)  Quipment and Contents  My total replacement v.	e your equipment?  describe:  omplete inventory list with values of the complete inventory list with values of	O Yes of each item  Thium, the total premium due is the CS Premium Calculation	O No
3. Is any other operatin which you store a. If yes, please d. Please attach a control of total calculated premium (If total calculated premium)  Quipment and Contents	e your equipment?  describe:	O Yes of each item nium, the total premium due is the S Premium Calculation 50 deductible will apply) \$	No No minimum premium (C)
3. Is any other operatin which you store a. If yes, please d. Please attach a control of total calculated premium (If total calculated premium)  Quipment and Contents  My total replacement v	e your equipment?  describe:  omplete inventory list with values of the complete inventory list with values of	O Yes of each item  Thium, the total premium due is the S Premium Calculation  50 deductible will apply)	No No minimum premium (C)
3. Is any other operatin which you store a. If yes, please d. Please attach a control of total calculated premium (If total calculated premium)	e your equipment?  describe:	O Yes of each item  Thium, the total premium due is the second se	Minimum premium  (C)  ntents Premium  premium applies)
3. Is any other operatin which you store a. If yes, please d. Please attach a control of total calculated premium (If total calculated premium)	e your equipment?  describe:  omplete inventory list with values of the second of the	O Yes of each item  Thium, the total premium due is the second se	minimum premium.  (C)  ntents Premium applies)

#### **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: O General Liability Coverage O 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) O Sponsor O Co-promoter O Lessor of equipment/contents (liability) O Loss Payee (equipment/contents) O 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:
City: State: Zip:
5. Does the certificate holder/additional insured require any special wording or endorsements? O Yes O No
If yes, check all that apply: O Primary/Noncontributory O 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. Specific events: Date(s) of event/activity:/ to/to
Hours of event/activity: A.M./P.M. to A.M./P.M. Type of event/activity:
Name of event/activity: Location of event/activity:
7. 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

### **COVERAGE EXCLUSIONS**

instructions. Please check your request carefully before submitting.

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\*; Acupuncture and acupressure; Asbestos; Bodily injury to participants while in a hired auto or non-owned auto; Childcare/ babysitting services; Climbing walls exceeding ten (10) feet with no safety harness system, unless reported to and approved by us; Commercial general liability standard exclusions (CG0001 4/13 edition); Cap on losses from certified acts of terrorism; Communicable disease; CrossFit® affiliate owners and/ or CrossFit® programs/activities; Cryogenic chambers/therapy; Cyber incident, data compromise, and violation of statutes related to personal data; Cycling (other than stationary); Employment related practices; Fireworks; Fungi or bacteria; Instruction/activities held on or in open water (e.g.: lakes, ponds, ocean); Lead; Massage therapy; Medical, therapy or health care services; Multi-passenger vehicles; Non-registered participants at events/tournaments hosted by the named insured; Nuclear energy; Parkour, obstacle course, ninja, free-running, tricking, urban gymnastics, extreme tumbling, or any similar type programs\*; Salon services or indoor tanning; Saunas, steam rooms, Jacuzzis, hot tubs, whirlpools or spas; 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 (unless reported to, and approved by us); 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 any device that is specifically designated for the training or instruction of the activity for which you are enrolled; Animal; Bungee; Dunk tank; Haunted attraction; Performer (injury or death to any performer or entertainer during any activity, event or exhibition including but not limited to any stunt, concert, show or theatrical event. This exclusion does not apply to participants in any activity, event or exhibition that are part of the designated operations for which you are enrolled); Rodeo; Saddle animal; Snowmobile; Sports rehabilitation services/therapy; Swimming pools\*; The sale or distribution of medicinal, herbal and/or nutritional products; Total pollution with a building heating, cooling & dehumidifying equipment exception and hostile fire exception; Tournaments or competitions involving the following styles: muay thai/thai boxing, kali/escrima, savate, sayoc kali, dim mak, haganah, full contact and submission mixed martial arts, including but not limited to: cage events, extreme fighting and ultimate fighting; Unmanned aircraft; Use of projectile weapons including, but not limited to firearms and tasers, and defense sprays; Use of sharpened/bladed weapons; Those operations listed as ineligible: The sport of boxing (contact/sparring); The sport of wrestling; Training programs for law enforcement, public safety, military personnel, CPR, and First Aid; Trampoline parks/facilities.

\*unless reported to, approved by us, & the appropriate premium paid

#### **TOTAL COST SUMMARY**

Program Premium (from page 9 or 10)	\$	
OPTIONAL COVERAGES:		
Non-registered Member and/or Birthday/Social Party Premium (from page 9 or 10)	\$	
Sexual Abuse/Sexual Molestation Premium (from page 11 or 12) - Optional Coverage  O \$100,000 Defense Reimbursement Only OR O \$1,000,000 Liability Limit	\$	
Equipment and Contents Premium (from page 13 or 14) - Optional Coverage	\$	
Premium Subtotal (add all lines above)	\$	(A)
Risk Purchasing Group Administration Fee (Required)	\$ 20.00	(B)
Total Cost Due (add lines A + B)	\$	

# PLEASE READ, COMPLETE #9 BELOW (if you do not wish to receive documents via email), AND SIGN ON PAGE 17

#### **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; P.O. Box 2338, Fort Wayne, IN 46801-2338.
- 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.

lf you <b>DO NC</b>	T want to be emailed please check here and select your preferred method of document delivery.	$\circ$
O Fax to:	attn:	
O Mail to:	attn:	

#### PLEASE READ AND SIGN BELOW

#### **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, and/or other authorization for payment of your premium, will be deemed to signify your consent to and acceptance of any fee charged 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 on any alternative quotes presented to the purchaser by the producer, by emailing a written request to warranty@kandkinsurance.com.

Premiums paid by clients to K&K for remittance to insurers and any funds 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. In addition to retail commissions, K&K and its affiliates may receive additional forms of compensation from insurers and third parties including but not limited to: contingencies, overrides, bonus commissions, national additional commissions, wholesale commissions, subscription market brokerage charges, referral fees and/or administrative expense reimbursements. This revenue is in addition to and shall not be credited against a fee or any other compensation earned hereunder.

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 an "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 Client Group Member 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 plc, 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 <a href="https://www.aon.com/about-aon/corporate-governance/guidelines-policies/market-relationship">https://www.aon.com/about-aon/corporate-governance/guidelines-policies/market-relationship for more information.</a>

#### **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 6):		
Applicant or agent signature:	Date:	
Printed name:	Title:	
If an agent: Check here to acknowledge you are signing on behalf	of the named insured O	

#### ATTENTION: AGENTS

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

Please complete the information	ation below.			
Agency name:		Agent/contact name:_		
Agency complete mailing	address:			
	Address	City	State	Zip
Agency telephone: (	_)	Agency fax: (_	)	
Agent/contact e-mail add	ress:		Tax I.D	
I represent and warrant as a agency licenses or permits t represent and warrant that I myself, my officers, and empof the above mentioned item	o conduct insurance busined currently maintain errors an ployees. If requested by K&	ss in the state coverage for domissions insurance wit	or this insured is b th a minimum limi	peing written. I further t of \$1,000,000 for
A 10% commission is availal are not to be calculated on a	=	· -	net payment of pr	emium. Commissions
I understand that agents do	not have authority to issue t	oinders or a certificate of in	nsurance on beha	alf of this program.
Agent signature:		Date:	<b>=</b>	

COSTS ARE 20% FULLY EARNED AND NON-REFUNDABLE/NON-TRANSFERRABLEONCE 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.

\*See page 4. Sexual Abuse/Sexual Molestation options are 100% fully earned at inception (may vary by state).



#### IMPORTANT INFORMATION. PLEASE READ.

#### **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 CA:** For your protection, California law requires that you be advised of the following:

Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**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**

plicant b	usiness nam	e: Effective date:	Effective date:	
Step 1:	Select Payment Plan: Check one.  O 100% Plan - 100% of the total premium is due to bind coverage  O 30% / 70% Plan  • 30% of the total premium + \$20 RPG fee is due to bind coverage  • The balance of the premium (70%) will be due within 30 days of the effective date			
	Step 2:	Select future installment option: Check one.		
O Please mail me an invoice for any future balance/installments				
		by credit card, please automatically charge my credit card provided below for any outstate or installments.	anding	
Step 3:	Making your Payment:			
	O Pay by check: (Payable to K&K Insurance Group)			
	• Mail	K&K Insurance Martial Arts RPG Program P.O. Box 2338 Fort Wayne, IN 46801-2338		
	○ Pay by c	redit card:		
	• Fax	1-260-459-5940		
	OR . Mail	Can above for mailing address		
	• Mail	See above for mailing address		
O VIS		IASTERCARD O DISCOVER O AMERICAN EXPRESS		
		urity) code:Expiration date:		
		Insurance Group, Inc. to charge my payment to my credit card in the amount of \$		
Prin	t name (as o	n card)		
		nature:		

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 to obtain appropriate W-9.

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

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