



# ENTERTAINER AND PERFORMER Insurance Program and Enrollment Form

This brochure is valid for effective dates from 4/1/26 through 3/31/27

## PROGRAM DESCRIPTION

This program has been designed for individual U.S.-based entertainers and performers who work on an independent contractor basis, entertaining at local fairs, festivals, special events, private parties, conventions, or tradeshow booths. Coverages provided include important liability protection for claims arising out of their operations.

The following criteria must be met to be eligible for consideration of coverage under this program:

- Must be a least 18 years of age
- Annual gross income from the entertainer's or performer's activities cannot exceed \$300,000
- Maximum daily attendance at any one performance cannot exceed 12,000.

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

## INELIGIBLE OPERATIONS

The following types of entertainers or performers, operations, activities, and music genres are not eligible for this program, including but not limited to:

- Acrobatic or aerialist performer
- Actor or actress
- Circus performer
- Cosmetologist or Beautician
- Escape artist
- Exotic dancer, stripper, or burlesque performer
- Fire handler
- Group acts or bands
- Henna/Mehndi artist
- Hypnotist
- Instruction of other individuals for a fee
- Jousting
- Mascot (college, high school, or professional)
- Model (unless reported to and approved by K&K)
- Performer putting on an athletic exhibition, event or activity
- Performer using weapons (live ammunition or sharpened blades)
- Permanent tattoo or body piercing artist
- Production or entertainment companies
- Promoted touring entertainer/performer
- Public speaker (unless reported to and approved by K&K)
- Pyrotechnician
- Rap, hip-hop, electronic or techno, heavy metal, or screamo musical entertainer, performer or DJ
- School-accredited or sponsored entertainer/performer
- Strength performer
- Stunt performer

## ELIGIBLE OPERATIONS

- Actor portraying historical person - actual or fictional (no battle reenactments)
- Balloon artist
- Belly dancer
- Caricature sketching
- Celebrity look-alike
- Clown
- Comedian
- Conductor
- Contortionist
- DJ or KJ
- Face/body painter (FDA approved/compliant paint only)
- Holiday character
- Impersonator
- Impressionist
- Juggler
- Magician
- Mime
- Musician, singer or vocalist
- Poet
- Psychic/fortune teller
- Public speaker (subject to review and approval by K&K)
- Puppeteer
- Storyteller
- Theatrical performer (single event option only)
- Trade show/promotional model (subject to review and approval by K&K)
- Ventriloquist
- Western performer
- Yodeler

Coverage is also available for groups of entertainers and performers through our Band & Performing Groups Program. For more information or to request a brochure, please contact us or visit our website.

## EASY WAYS TO ENROLL FOR COVERAGE

**WEB** Receive coverage immediately by purchasing online at [www.entertainerinsurance-kk.com](http://www.entertainerinsurance-kk.com)  
**OR**

Submit this enrollment form, with payment, to us.

**FAX** 1-260-459-5502

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

Overnight K&K Insurance  
Event RPG  
1690 Broadway,  
Building 19, Suite 110  
Fort Wayne, IN 46802

## FOR SERVICE REQUESTS ONLY

**E-MAIL** [entertainers@kandkinsurance.com](mailto:entertainers@kandkinsurance.com)

**QUESTIONS** Call **1-800-328-2317**

## EXCLUSIONS

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

- Abuse, molestation, or exploitation
- Activities involving boats and/or activities held on or in water
- Amusement devices (e.g.: rides, slides, inflatables, bungees, climbing walls, dunk tanks)
- Animals (injury or death to any animal, or injury, death, or property damage caused by your animal-see FAQ on page 3 for limited small animals coverage)
- Any event or activity involving or promoting tobacco or cannabis
- Asbestos
- Athletic activities
- Body surfing or mosh pits
- Communicable disease
- Cyber incident, data compromise, and violation of statutes related to personal data
- Employment-related practices
- Events hosted/organized by the entertainer/performer
- Fireworks (exclusion does not apply to flashboxes)
- Full body art or painting
- Haunted attractions
- Historical reenactment performances
- Hot wax impressions
- Lead
- Nuclear energy liability
- Operations listed as ineligible
- Ownership of a facility for performances
- Personal and advertising injury
- Throwing of object(s) into the audience during a performance
- Unmanned aircrafts, or aircrafts/hot air balloons
- Use of any substance to paint or apply on the face or body that is not classified as non-toxic and/or manufactured using only FDA compliant ingredients

## COVERAGES AND LIMITS

Coverages	Option 1	Option 2	Option 3	Option 4	Option 5
<b>Commercial General Liability (CGL)</b>	<b>Limits</b>	<b>Limits</b>	<b>Limits</b>	<b>Limits</b>	<b>Limits</b>
Each Occurrence	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000
General Aggregate (Other than Products-completed Operations)	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000
Products-completed Operations Aggregate	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000
Personal and Advertising Injury	Excluded	Excluded	Excluded	Excluded	Excluded
Bodily Injury to Participants Liability	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000
Damage to Premises Rented to You (Fire Legal Liability)	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Medical Expense (other than participants)	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Medical Payments for Participants	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
<b>Annual Cost</b> (based on annual gross income)					
\$ 30,000 or less	\$ 236.00	\$ 344.00	\$ 594.00	\$ 844.00	\$ 1,094.00
\$ 30,001 - \$100,000	\$ 355.00	\$ 523.00	\$ 773.00	\$ 1,023.00	\$ 1,273.00
\$100,001 - \$200,000	\$ 669.00	\$ 994.00	\$ 1,244.00	\$ 1,494.00	\$ 1,744.00
\$200,001 - \$300,000	\$ 994.00	\$ 1,481.00	\$ 1,731.00	\$ 1,981.00	\$ 2,231.00
<b>Single Event Cost</b> (per event) *Single event = 10 consecutive days or less	\$ 186.00	\$ 269.00	\$ 519.00	\$ 769.00	\$ 1,019.00

\*Cost includes premium and a \$20 risk purchasing administration fee.

### Coverage provided under this program includes:

**Commercial General Liability with Enhancement Endorsement** – coverage that protects the insured against liability claims for bodily injury and property damage arising out of their operations.

**Bodily Injury to Participants Liability** – coverage that offers protection against bodily injury liability claims brought by persons participating in covered activities.

**Medical Payments for Participants** – coverage that pays the medical and dental expenses incurred by a participant when an accidental injury occurs while participating in your covered activities. The coverage is provided on a primary basis.

## FREQUENTLY ASKED QUESTIONS

### 1. What name should be listed on enrollment form?

Because this program provides coverage for the entertainer or performer as an individual, please provide the full legal name of the entertainer/performer to be covered. If the entertainer/performer works under a stage name or other business name, include that name on the "Doing Business As" line.

### 2. How soon does coverage start? When will we receive proof of coverage?

Coverage can be bound the day after we receive a completed enrollment form and the appropriate premium. Please allow adequate time for us to process your enrollment form and issue certificates.

### 3. When should I make our coverage effective?

The effective date is the date you need your insurance to start. If you are renewing coverage with us, use the expiration date of your coverage. Coverage will be in effect for one year from the effective date.

### 4. I have been asked by the facility/event where I will be working to add them as an additional insured to my policy. What does this mean and how do I do that?

An additional insured is a person or organization not automatically included as an insured under an insurance policy, but who is included or added as an insured under the policy at the request of the named insured. By providing an entity additional insured status, it now is entitled to defense and indemnity (if policy limits have not been exhausted) under your policy with no responsibility for premium payments.

You can add an entity as an additional insured under the certificate request section of the enrollment form. Please provide their complete name, address, and relationship to you. All requests must be made in writing.

### 5. If I need to request another certificate of insurance, how do I do this?

A written request from the insured is required. A certificate request form will be sent with your coverage documents that can be mailed, faxed, or e-mailed to us. Please allow adequate time for processing.

### 6. What if my act involves an animal and it injures someone?

This program only provides coverage for claims arising out of the following smaller animals: rabbits, doves, mice, hamsters, non-venomous/non-constrictor snakes and dogs weighing less than 15 pounds. No coverage exists for claims arising from all others animals, and no coverage is provided for the actual death or injury to any animal.

### 7. Will I 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., P.O. Box 2338, Fort Wayne, IN 46801-2338.

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



# Enrollment Form - Entertainer and Performer

Valid for effective dates from 4/1/26 through 3/31/27

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 potentially 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:**
- 1. Complete all sections (print legibly)**
  - 2. Sign and date where required**
  - 3. Remit completed enrollment form (pages 4-11) with payment (page 12)**

## GENERAL INFORMATION

I am a new account       I am renewing my coverage

Individual's name (as it should appear on the policy): \_\_\_\_\_  
First name Last name

Doing business as (DBA): \_\_\_\_\_

(additional name(s) under which the named insured operates)

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

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

Insured contact name: \_\_\_\_\_ Insured phone: (\_\_\_\_\_) \_\_\_\_\_

Insured cell: (\_\_\_\_\_) \_\_\_\_\_ Insured E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

(By listing an email address, you are giving us permission to contact you by email about your policy. Refer to page 8 for Consent for Electronic Transactions.)

## DATES

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

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

## BUSINESS INFORMATION

1. Type of entertainer/performer (check all that apply):

- |   |  |   |
|---|--|---|
| <input type="radio"/> Actor portraying historical person-actual/fictional (no battle reenactements) | <input type="radio"/> Face/body painter  | <input type="radio"/> Public speaker<br>describe type (subject to approval):<br>_____               |
| <input type="radio"/> Balloon artist  | <input type="radio"/> Holiday character  | <input type="radio"/> Puppeteer   |
| <input type="radio"/> Belly dancer  | <input type="radio"/> Impersonator   | <input type="radio"/> Storyteller   |
| <input type="radio"/> Caricature sketching artist   | <input type="radio"/> Impressionist  | <input type="radio"/> Theatrical performer<br>(single event option only)                            |
| <input type="radio"/> Celebrity look-alike  | <input type="radio"/> Juggler  | <input type="radio"/> Trade show/promotional model<br>describe type (subject to approval):<br>_____ |
| <input type="radio"/> Clown   | <input type="radio"/> Magician   | <input type="radio"/> Ventriloquist   |
| <input type="radio"/> Comedian  | <input type="radio"/> Mime   | <input type="radio"/> Western performer   |
| <input type="radio"/> Conductor   | <input type="radio"/> Musician, singer or vocalist<br>Genre of music + %<br>of each: _____ | <input type="radio"/> Yodeler   |
| <input type="radio"/> Contortionist   | <input type="radio"/> Poet   |   |
| <input type="radio"/> DJ/KJ   | <input type="radio"/> Psychic/fortune teller   |   |

Other (subject to our approval): \_\_\_\_\_

2. Does your annual gross income as an entertainer/performer exceed \$300,000?       Yes       No

## BUSINESS INFORMATION CONTINUED

3. Are you age 18 or older?  Yes  No
4. Do you own/operate your own facility and/or have employees/volunteers?  Yes  No  
If yes, this program only provides coverage for your operations as an entertainer/performer. It does not extend to your employees or anyone assisting or performing on your behalf, nor does it apply to the operation of a facility.

5. Do you conduct/perform operations outside the U.S.?  Yes  No  
If yes,  
• How many times per year do you perform outside of the U.S.? \_\_\_\_\_  
• What is the maximum number of consecutive days you will spend outside the U.S. for performances? \_\_\_\_\_  
(Note: Coverage applies only if your responsibility to pay damages is determined in suit brought in the U.S.)

6. Are any of the events where you perform part of a promoted tour?  Yes  No

7. Do your performances/operations include any of the following:  Yes  No
- |  |   |   |
|--|---|---|
| • Activities involving boats and/or activities held on or in water | • Haunted attractions                             | • Throwing of object(s) into the audience during a performance  |
| • Amusement devices  | • Historical reenactment performances             | • Unmanned aircrafts, or aircrafts/hot air balloons   |
| • Animals (see FAQ on page 3)                                      | • Hot wax impressions                             | • Use of any substance to paint or apply on the face or body that is not classified as non-toxic and/or manufactured using only FDA compliant ingredients |
| • Athletic activities  | • Hypnotism                                       | • Weapons (live ammunition/ sharpened blades)   |
| • Body surfing or mosh pits  | • Involvement or promoting of tobacco or cannabis |   |
| • Circus act   | • Permanent tattoos or body piercings             |   |
| • Fireworks or pyrotechnics  | • Stunts or strength acts                         |   |
| • Full body art or painting  |   |   |

**Note: The exposures/activities listed above are not covered by this program and any resulting claims will be denied.**

8. What's the maximum daily attendance at any one performance? \_\_\_\_\_

### 9. FOR NEW ACCOUNTS ONLY

Do you have current coverage in place?  Yes  No

If no, please check/explain:

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

If yes:

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

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

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

c) In the past 5 years, have you had more than \$5,000 in claims?  Yes  No

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

## PROGRAM COST

Cost includes premium and a \$20 risk purchasing administration fee.

Please check the option you are seeking:

**Annual Coverage**

Annual Income	Option 1 \$1,000,000 CGL Limit	Option 2 \$2,000,000 CGL Limit	Option 3 \$3,000,000 CGL Limit	Option 4 \$4,000,000 CGL Limit	Option 5 \$5,000,000 CGL Limit
\$ 30,000 or less	<input type="radio"/> \$ 236.00	<input type="radio"/> \$ 344.00	<input type="radio"/> \$ 594.00	<input type="radio"/> \$ 844.00	<input type="radio"/> \$ 1,094.00
\$ 30,001 - \$100,000	<input type="radio"/> \$ 355.00	<input type="radio"/> \$ 523.00	<input type="radio"/> \$ 773.00	<input type="radio"/> \$ 1,023.00	<input type="radio"/> \$ 1,273.00
\$100,001 - \$200,000	<input type="radio"/> \$ 669.00	<input type="radio"/> \$ 994.00	<input type="radio"/> \$ 1,244.00	<input type="radio"/> \$ 1,494.00	<input type="radio"/> \$ 1,744.00
\$200,001 - \$300,000	<input type="radio"/> \$ 994.00	<input type="radio"/> \$ 1,481.00	<input type="radio"/> \$ 1,731.00	<input type="radio"/> \$ 1,981.00	<input type="radio"/> \$ 2,231.00

**Single Event Coverage**

Single Event/ Show (10 consecutive days or less)	Option 1 \$1,000,000 CGL Limit	Option 2 \$2,000,000 CGL Limit	Option 3 \$3,000,000 CGL Limit	Option 4 \$4,000,000 CGL Limit	Option 5 \$5,000,000 CGL Limit
	<input type="radio"/> \$ 186.00	<input type="radio"/> \$ 269.00	<input type="radio"/> \$ 519.00	<input type="radio"/> \$ 769.00	<input type="radio"/> \$ 1,019.00
Event name: _____ Event date(s): ____/____/____ to ____/____/____					
Event location: _____					
Event attendance: _____					

## 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? : \_\_\_\_/\_\_\_\_/\_\_\_\_ Event #: \_\_\_\_\_

2. What is the additional insured's relationship to you?

- Owner/manager/lessor of premises (facility or venue)  Sponsor  Co-promoter  
 Other (please identify/explain): \_\_\_\_\_

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

3. Certificate holder/additional insured name: \_\_\_\_\_  
Mailing address: \_\_\_\_\_

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

- If yes, check all that apply:  CG2026  Primary/noncontributory  Waiver of subrogation  
 Other (please explain): \_\_\_\_\_

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

**If applicable:**

5. For specific events: Date(s) of event/activity: \_\_\_\_/\_\_\_\_/\_\_\_\_

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: \_\_\_\_\_

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

## COVERAGE EXCLUSIONS

The following notable exclusions are contained in the Commercial General Liability coverage provided by this program (note: state variations may apply). Abuse, molestation, or exploitation; Activities involving boats and/or activities held on or in water; Activities or events hosted or organized by the insured; Any event or activity involving or promoting tobacco or cannabis; Any performance where the daily attendance at such performance is greater than 12,000; Asbestos; Athletic activities; Body surfing or mosh pits; Circus acts; Commercial General Liability standard exclusions (CG0001 4/13 edition); Cap on losses from certified acts of terrorism; Communicable disease; Cyber incident, data compromise, and violation of statutes related to personal data; Employment-related practices; Fireworks (However, this exclusion does not apply to flashboxes. As used in this environment, flashboxes means any device used to create a visual effect along with an explosive noise that is induced electronically in a cylinder with no projectile, wadding, or wrapping); Full body art or painting; Fungi or bacteria; Historical reenactment performances; Hot wax impressions; Lead; Nuclear energy; Ownership of a facility for performances; Personal and advertising injury; Sexually transmitted disease; Silica or silica-related dust; Specified recreational vehicles and activities – Aircraft/hot air balloon; Airport; Amusement device: The ownership, operation, maintenance or use of any device or equipment a person rides for enjoyment, including, but not limited to: mechanical or non-mechanical ride, slide, or water slide (including any ski or tow when used in conjunction with a water slide); inflatable recreational device; or vertical device or equipment used for climbing whether permanently affixed or temporarily erected. This exclusion does not apply to video games or computer games; Animal (injury or death to, or injury, death or property damage caused by any animal owned, rented or hired by you. However, rabbits, doves, mice, hamsters, non-venomous/non-constricting snakes and dogs weighing less than 15 lbs. are covered for the liability arising out of the insured's operations that include the use of these animals); Bungee; Dunk tank; Haunted attraction; Performer ("bodily injury" or "personal and advertising injury" to any performer or entertainer during any activity, event, or exhibition including, but not limited to, any stunt, concert, show, or theatrical event); Rodeo; Saddle animal; Snowmobile; Throwing of object(s) into the audience during a performance; Use of any substance to paint or apply on the face or body that is not classified as non-toxic and/or manufactured using only FDA compliant ingredients; Total pollution with a building heating, cooling & dehumidifying equipment exception and hostile fire exception; Unmanned aircraft; Those operations listed as ineligible: Acrobatic or aerialist performer; Actor or actress; Circus performer; Cosmetologist or beautician; Electronic or techno, hip hop, rap, heavy metal, or screamo musical entertainer, performer or DJ; Escape artist; Exotic dancer, stripper, or burlesque performer; Fire handler; Group acts or bands; Henna/Mehndi artist; Hypnotist; Instruction of other individuals for a fee; Jousting; Mascot (college, high school, or professional); Model (unless reported to and approved by us); Performer/entertainer under the age of 18; Performer putting on an athletic exhibition, event, or activity; Performer using weapons (live ammunition or sharpened blades); Permanent tattoo or body piercing artist; Production or entertainment companies; Promoted touring entertainer/performer; Public speaker (unless reported to and approved by us); Pyrotechnician; School-accredited or sponsored entertainer/performer; Strength performer; Stunt performer

## ATTENTION AGENTS

**Agents, you must complete the warranty section below. Enrollments cannot be accepted unless this section is completed.**

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

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

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

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

*I understand there are no commissions included in this program unless purchased online at [www.entertainerinsurance-kk.com](http://www.entertainerinsurance-kk.com). A fee may be separately charged, subject to state insurance regulations. Fees cannot be included in the payment remitted to us.*

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

*With the exception of business being placed on a direct bill basis where the producer collects no premium whatsoever, the producer is liable for any uncollected amount due once business is bound at the request of the producer. Producer agrees that once coverage is bound at the request of the producer, all premiums, fees and taxes are due for the policy term or short rate period or pro rata period, as may be applicable, are due and payable, and such premiums are fully earned by the insurance carrier. Producer agrees to pay all invoices timely as set forth in the invoice instructions when premium is due. With respect to return premiums, producer will return commission at the same rate and on the same basis upon which the business was placed with Affinity and/or its Affiliates, including but not limited to, return premiums on cancellations or reductions ordered and return premiums payable as a result of amended policy terms. All premiums net of commission collected by the producer are premium trust funds and the property and the applicable insurance carrier and shall be deposited by producer in a separate trust account.*

*By signing this proposal or application, I represent and warrant I have authority to sign on behalf of the producer and producer represents and warrants it shall not solicit, sell or bind any product unless it maintains, and will maintain, all individual, corporate or agency licenses or permits required to conduct insurance business in the state coverage is being written and to receive commission. Failure to acquire or maintain required licenses can result in forfeiture of commission. I further represent and warrant that the producer currently maintains, and will maintain, errors and omissions insurance with a minimum limit of \$1,000,000. If requested, evidence of coverage or licensing will be provided of all the above-mentioned items.*

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

## PLEASE READ AND COMPLETE THE BELOW

if you do not wish to receive documents via email and prefer another method of document delivery

### Consent for Electronic Transactions

The Electronic Signatures in Global and National Commerce Act 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.

As part of your participation in this program you will receive all documentation, including but not limited to, the insurance quotes, policies, certificates, endorsements, and invoices (if applicable), by electronic means. If permitted by your state, you may also receive conditional renewal notices, cancellation, or non-renewal notices via electronic delivery.

To obtain, download, and view all policy documentation electronically you must have the following hardware or software in place.

- A personal computer capable of receiving, accessing, and displaying or printing or storing communications and documents received in an electronic form.
- Adobe PDF Reader version
- System requirements: OC: Windows 7 or higher, Internet Explorer v11 or higher, Firefox v45.7 or higher, Chrome v40 or higher; OS: Mac OS x 10.9 or higher, Safari 9.0 or higher, Firefox v45.7 or higher, Chrome v40 or higher.

By agreeing to receive documents electronically, you are affirming that your computer system meets the hardware and software requirements for receiving all related documents. If documents are provided through a website or portal, you should download and store all such documents. For persons who receive electronic documents via email, these documents will be delivered to the email address on file. Upon receipt of your emailed documentation please save a copy on your own device.

You agree to notify us promptly if your mailing address, e-mail address or other delivery information changes by calling 800-637-4757 or mailing us at K&K Insurance, P.O. Box 2338, Fort Wayne, IN, 46801-2338. We will endeavor to provide a notice to you in the event of any changes regarding hardware or software requirements necessary to receive documents and other related documents electronically. However, it is your duty to notify us if you are unable to access the documentation made electronically available to you.

We may at our sole discretion discontinue availability of electronic delivery at any time, without further notice to you. At any time, you may request a paper copy of your documents in lieu of electronic delivery. You may withdraw your consent to receive electronic documentation by sending a request in writing to us at K&K Insurance, P.O. Box 2338, Fort Wayne, IN, 46801-2338. Until receipt of such withdrawal, you will continue to receive all documentation electronically.

This consent is voluntary, by accepting, you signify that you consent to these terms of electronic document delivery via email or other electronic media in connection with your insurance documents, whether such delivery is made on its own behalf and/or on behalf of an organization or other third party. You further represent and warrant that if consenting on behalf of an organization or third party, you have the requisite authority to provide such consent, and that you and the organization have the requisite hardware and software to receive and acknowledge receipt of electronically delivered Documents.

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.

**I AGREE TO RECEIVE ALL MAILINGS AND COMMUNICATIONS ELECTRONICALLY. SUCH ELECTRONIC MAILING OR COMMUNICATIONS MAY EVEN INCLUDE CANCELLATION OR NONRENEWAL NOTICES.**

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

Fax to: \_\_\_\_\_ Attn: \_\_\_\_\_

Mail to: \_\_\_\_\_ Attn: \_\_\_\_\_

# FRAUD WARNING

Any person who knowingly and with intent to defraud any Insurance Company or another 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 the person to criminal and civil penalties. (Not applicable in AL, AR, CO, DC, FL, KS, KY, LA, MD, ME, MN, NJ, NM, NY, OH, OK, OR, PA, RI, TN, VA, VT, WA, and WV) (Insurance benefits may also be denied in LA, ME, TN, and VA.)

## **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.

MARKEL FRAUD APPS (2024/01)

## DISCLOSURE INFORMATION

### 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](mailto: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 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 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 <https://www.aon.com/about-aon/corporate-governance/guidelines-policies/market-relationship> for more information.

**PLEASE READ AND SIGN BELOW**

**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.

**COSTS ARE 100% FULLY EARNED AND NON-REFUNDABLE/NON-TRANSFERABLE ONCE COVERAGE BEGINS (may vary by state).**

Applicant name (from page 4): \_\_\_\_\_

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

*I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature. By selecting 'Yes' and typing my name above, I am electronically signing the application and agreeing to the terms and conditions stated in the K&K Consent for Electronic Transactions. I agree that my electronic signature is the legally binding equivalent to my handwritten signature. I will not, at any time in the future, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding.  Yes  No*

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

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

**COSTS ARE 100% FULLY EARNED AND NON-REFUNDABLE/NON-TRANSFERABLE ONCE COVERAGE BEGINS (may vary by state).**

**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/CHANGEES CAN ONLY BE MADE BY THE NAMED INSURED.**

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Website [www.kandkinsurance.com](http://www.kandkinsurance.com)**

K&K Insurance Group, Inc. is a licensed insurance producer in all states (TX license #13924); operating in CA, NY and MI as K&K Insurance Agency (CA license #0334819). K&K is acting as a Managing General Agent as that term is defined in section 626.015(14) of the Florida Insurance Code. As an MGA we are acting on behalf of our carrier partner.

