

# INDEPENDENT INSTRUCTOR OF THE ARTS OR SCIENCES

Insurance Program and Enrollment Form

This brochure is valid for effective dates from 4/1/25 through 3/31/26

#### PROGRAM DESCRIPTION

This program has been designed to meet the unique needs of a U.S.-based independent instructor of the arts or sciences. Coverage provided includes important liability protection for liability claims arising out of their operations.

Please note, this program does not provide liability coverage for the operation, ownership or management of a facility.

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

#### **INELIGIBLE OPERATIONS**

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

- · Instructors under the age of 18
- · Sports, fitness and/or dance related instructor activities\*
- · Your employment as an exempt or non-exempt employee of a school, college or university
- · Instruction involving use of power tools, unmanned aircrafts, and/or combustion
- Coverage for sports, fitness and/or dance instructors can be purchased online at www.kandkinsurance.com.

#### **EXCLUSIONS**

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

- · Abuse, molestation, or exploitation
- · All operations listed as ineligible
- · Amusement devices (eg: rides, slides, inflatables, bungees, climbing walls, dunk tanks)
- · Communicable disease
- · Cyber incident, data compromise and violation of statutes related to personal data
- Digital photography and/or art (outdoor instruction)
- · Employment-related practices
- · Fireworks
- Non-instructional events/activities, unless reported to and approved by us and appropriate premium paid.
- · Operation, ownership or management of a facility

#### **ELIGIBLE OPERATIONS**

A U.S.-based instructor age 18 or older who conducts private or group instruction for any of the following is eligible to enroll in this program:

- Amateur youth robotics (instruction of grades 8 and below only)
- Artistic painting
- · Clay work and/or pottery
- · Craft making
- · Culinary (chef, baker)
- Debate instructor
- Digital photography and/or art (classroom setting only)
- Drama

- Drawing
- · Instrumental music (brass, percussion, string, piano, keyboard and/or organ, woodwind)
- · Language
- Math
- Sculpting
- · STEM (instruction of grades 8 and below only)
- Vocals

#### EASY WAYS TO ENROLL FOR COVERAGE

WEB

For information and applications, visit us on-line at www.kandkinsurance.com

OR

Submit this enrollment form, with payment, to us.

1-260-459-5502

MAIL

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

#### FOR SERVICE REQUESTS ONLY

info@fitnessinsurance-kk.com

QUESTIONS Call 1-800-506-4856

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.

#### COVERAGE AND LIMITS

| Coverages  | Option 1     | Option 2     | Option 3     | Option 4     | Option 5     |
|--|--------------|--------------|--------------|--------------|--------------|
| Commercial General Liability (CGL):                          | Limits       | Limits       | Limits       | Limits       | Limits       |
| 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                              | \$ 1,000,000 | \$ 2,000,000 | \$ 3,000,000 | \$ 4,000,000 | \$ 5,000,000 |
| Bodily Injury to Participants Liability                      | \$ 1,000,000 | \$ 2,000,000 | \$ 3,000,000 | \$ 4,000,000 | \$ 5,000,000 |
| Professional 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     |
| Cost (per instructor)  | \$ 160.00    | \$ 230.00    | \$ 480.00    | \$ 730.00    | \$ 980.00    |

<sup>\*</sup>Cost includes premium and a \$20 risk purchasing annual administration fee.

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.

**Bodily Injury to Participants Liability** – coverage which offers protection against bodily injury liability claims brought by persons participating in covered activities of your art or science instruction.

**Professional Liability** – coverage which pays for wrongful acts (negligent act, error, omission or breach of duty in the discharge of covered activities or operations) that occur as a result of your instruction to the arts or sciences.

#### FREQUENTLY ASKED QUESTIONS

# 1. How soon does coverage start? When will I receive proof of coverage?

Coverage can be bound the date 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.

#### 2. When should I make my 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 existing coverage. Coverage will be in effect for one year.

#### 3. I have been asked by a third party to add them as an "additional insured" to my policy. What does this mean?

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

You may add an entity as an additional insured under the certificate request section of the enrollment form.

# 4. 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 seg.). 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.



### **Enrollment Form - Independent Instructor of the Arts or Sciences**

Valid for effective dates from 4/1/25 through 3/31/26

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

| GENERAL   | INFORMATION |
|-----------|-------------|
| GLINLINAL |             |

3. Remit completed enrollment form (pages 3-8) with payment (page 9)

| O I am a new account O I am renewing   | my coverage                                    |                           |                              |
|--|--|---------------------------|------------------------------|
| Instructor's name (as it should appear on the  | e policy):                                     |                           |                              |
|  | First name                                     | Last name                 |                              |
| Doing business as (DBA):   |  |                           |                              |
| (additional name(s) under which the named insured  |  |                           |                              |
| Mailing address:   |  |                           |                              |
| City:  |  |                           |                              |
| Contact name:  |  |                           |                              |
| Cell: ()   | •  |                           |                              |
| E-mail:  | Website:                                       |                           |                              |
| Disclosure and Consent)  | SSION to contact you by email about your polic | 7. Helel to page o of the | e application for Liectronic |
|  |  |                           |                              |
| DATES  |  |                           |                              |
| Coverage will begin the day after the comple   | eted enrollment form and premium are           | eceived and appro         | ved by us, or on a later dat |
| you specify below. (If renewing coverage, pl   | lease provide the expiration date of you       | ir current policy.)       |                              |
| O Start my coverage on th  | is date://                                     |                           |                              |
|  |  |                           |                              |
| BUSINESS INFORMATION   |  |                           |                              |
| 1. Type of instructor: (check all that apply)  | )  |                           |                              |
| O Amateur youth robotics   | O Debate instructor                            | O Language                |                              |
| (instruction of grades 8 and below only)   | O Digital photography and/or art               | O Math                    |                              |
| O Artistic painting  | (classroom setting only)                       | O Sculpting               |                              |
| O Clay work and/or pottery   | O Drama  |                           | uction of grades 8           |
| O Craft making   | O Drawing                                      | and below on              | _                            |
| O Culinary   | O Instrumental music                           | O Vocals                  | •                            |
| 2. Are you 18 or older?  |  | O Yes                     | O No                         |
| •  | annia an aniana a facility and/an barra        | _                         |                              |
| 3. Do you own or operate your own arts, n employees/volunteers?                                  | nusic or science facility and/or nave          | O Yes                     | O No                         |
| (If yes, please note this program only provides<br>employees or anyone performing instruction or |  |                           | -                            |
| 4. Are you employed as an exempt or non college, or university?                                  | n-exempt employee of a school                  | O Yes                     | O No                         |
| (If yes, please note this program does not prov a school, university or college)                 | ide coverage for your instruction as employme  | ent as an exempt or no    | n-exempt employee of         |
| 5. Do you conduct operations outside the   | U.S.?  | O Yes                     | O No                         |
| If yes,  |  |                           |                              |
| <ul> <li>How many times per year do you ins</li> </ul>   | struct outside of the U.S.?                    |                           |                              |
|  | s you will spend outside the U.S. for in       | struction?                |                              |

Note: Coverage applies only if your responsibility to pay damages is determined in a suit brought in the U.S.

| FOR NEW ACCOUNTS            | ONLY                    |   |                                 |            |           |
|-----------------------------|-------------------------|---|---------------------------------|------------|-----------|
| Do you have current of      | overage in place?       |   |                                 | O Yes      | O No      |
| If no, please check/e       | xplain:                 |   |                                 |            |           |
| O New business              | soperation $O$ Other,   | please explain:   |                                 |            |           |
| If yes:                     |                         |   |                                 |            |           |
| a) Name(s) of co            | ırrent carrier(s):      |   | <pre>Expiration date(s):_</pre> |            |           |
| • •                         | t carrier non-renewing  | •   |                                 | O Yes      | O No      |
| • • •                       |                         |   |                                 |            |           |
|                             | ears, have you had ar   |   |                                 | O Yes      | O No      |
|                             | -                       | runs with at least 5 years of loability or medical claims over 9    |                                 |            |           |
| insurance c                 | overage for those year  | S.  |                                 |            |           |
|                             |                         | PROGRAM COST  |                                 |            |           |
| Select an option:           |                         |   |                                 |            |           |
|                             | Options                 | Limits of Liability   | 1-Year Premium                  | 1          |           |
|                             | Option 1                | \$ 1,000,000  | O \$ 160.00                     |            |           |
|                             | Option 2                | \$ 2,000,000  | O \$ 230.00                     |            |           |
|                             | Option 3                | \$ 3,000,000  | O \$ 480.00                     |            |           |
|                             | Option 4                | \$ 4,000,000  | O \$ 730.00                     |            |           |
|                             | Option 5                | \$ 5,000,000  | O \$ 980.00                     |            |           |
| st includes premium and     | a \$20 risk purchasing  | annual administration fee.  | •                               |            |           |
|                             |                         | ERTIFICATE REQUES   | TC                              |            |           |
|                             |                         |   |                                 |            |           |
|                             |                         | rill receive a Certificate of Ins<br>onal certificates listing a fa |                                 |            |           |
|                             |                         | ovide a separate request f  |                                 |            |           |
| lote: Please request all a  | additional insureds ne  | eded for this policy term. Ad                                       |                                 |            |           |
| vill not be automatically i |                         | I   |                                 |            |           |
| . When is this certifica    |                         |   |                                 |            |           |
| . What is the additional i  | •                       | o you?<br>facility or venue)   O Spons                              | sor O Co-promoter               |            |           |
| •                           | ·                       |   | ·                               |            |           |
|                             |                         | dditional Insured for an Owner/man                                  |                                 |            | ationship |
| Certificate holder/addition | onal incured name:      |   |                                 |            |           |
|                             |                         |   |                                 |            |           |
| _                           |                         | Sta   |                                 |            |           |
|                             |                         | require any special wording   |                                 |            |           |
|                             |                         |   |                                 |            | U         |
| ii yes, check ali that a    |                         | Primary/noncontributory O   | -                               |            |           |
| NOTE: If and                |                         | explain):   |                                 |            |           |
| -                           | : sure, piease attach   | a copy of the insurance re  | equirements/instruc             | tions you' | /e rece   |
| f applicable:               |                         |   | ,                               |            |           |
|                             |                         | /to   |                                 | ı          |           |
| Ho                          | ours of event/activity: | A.M./P.M. to  | A.M./P.M                        |            |           |

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

Location of event/activity:

Type of event/activity: \_\_\_\_\_\_ Name of event/activity: \_\_\_\_\_

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/CHANGES CAN ONLY BE MADE BY THE NAMED INSURED.

#### **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; Asbestos; 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; Digital photography and/or art (outdoor instruction); Employment related practices; Fireworks; Fungi or bacteria; Instruction/activities held on or in open water (e.g.: lakes, ponds, ocean); Lead; Non-instructional events/activities, unless reported to, approved by us, and applicable premium paid; Nuclear energy liability; Operation, ownership or management of any facility; 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; Bungee; Dunk tank; Haunted attraction; Performer; Rodeo; Saddle animal; Snowmobile; Total pollution with a building heating, cooling & dehumidifying equipment exception and hostile fire exception; Unmanned aircraft; Those operations listed as ineligible: Instructors under the age of 18; Instruction involving use of power tools, unmanned aircrafts, and/or combustion; Robotic programs/activities/events for grades 9 and above; Sports, fitness, and/ or dance related instructor activities; STEM programs/activities/events for grades 9 and above; Your operations related, in whole or in part, to your employment as an exempt or non-exempt employee of a public or private school, college or university

#### **ATTENTION: AGENTS**

AGENTS: YOU MUST COMPLETE THE AGENT 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  |   |  |
| Agent License #:   |  |  |   |  |
| I represent and warrant as an insurance conduct insurance business in the state  | •  | •  | •   | • •  |
| I represent and warrant as an insurance conduct insurance business in the state omissions insurance with a minimum lin satisfactory evidence of all of the above | coverage for this insunit of \$1,000,000 for n   | ured is being written. I further repre   | esent and warrant that I  | currently maintain errors and                                |
| conduct insurance business in the state omissions insurance with a minimum lin   | e coverage for this insunit of \$1,000,000 for not mentioned items.                            | ured is being written. I further repre<br>nyself, my officers, and employees.                                | esent and warrant that I<br>If requested by K&K, I                              | currently maintain errors and will provide K&K with reasonal |
| conduct insurance business in the state omissions insurance with a minimum lin satisfactory evidence of all of the above   | e coverage for this insunit of \$1,000,000 for ne mentioned items.  included in this prograus. | ured is being written. I further reprenyself, my officers, and employees.  am. A fee may be separately charg | esent and warrant that I<br>If requested by K&K, I<br>ed, subject to state insu | currently maintain errors and will provide K&K with reasonal |

K&K Insurance Group, Inc. • P.O. Box 2338 • Fort Wayne, IN 46801-2338 • 1-800-506-4856 • Fax 1-260-459-5502 Website www.kandkinsurance.com

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

# 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, PO 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, PO 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.

| f you DO NOT | DO NOT want to be emailed, please check here and select your preferred method of document delivery. O |  |  |  |  |
|--------------|---|--|--|--|--|
| O Fax to:    | Attn:   |  |  |  |  |
| O Mail to:   | Attn:   |  |  |  |  |

#### 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.

#### 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</a> for more information.

#### **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 3): |        |   |
| 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

# **PAYMENT OPTIONS**

| Appli          | icant name:  | Effective date:                               |
|----------------|--|---|
| PRIO<br>• I    | DR TO THE EFFECTIVE DATE  E-mail info@fitnessinsurance-kk.com  or  Fax 1-260-459-5502  | AILABLE FOR PURCHASES MADE 15 DAYS OR MORE    |
|                | Name on Bank Account:  | Bank Name:                                    |
|                | Draft Amount: \$   | O Checking, or O Savings                      |
|                | Bank Routing Number*   | Bank Account Number*                          |
|                | *See below for an explanation of where to locate these two   | sets of numbers on your bank check.           |
|                |  | Date:   |
|                | Authorized Signature(s) - (Not required if authorization by  |   |
|                |  | _   |
|                | Authorized Signature(s) - (Not required if authorization by  | Date:   |
|                | Authorized Signature(s) - (Not required if authorization by  | priorie by N&N)                               |
| 1.<br>2.<br>3. | PLANATION OF CHECK NUMBERS  Bank Routing Number - This is a nine digit number separated by a bar and a colon I: 123456789 I: Account Number - This number may appear as the second first or third series of numbers. Please read carefully. Check Number - Matches number in the upper right corrupt of check. NOT REQUIRED FOR ACH.  BY CHECK: (Payable to K&K Insurance Group)  Mail K&K Insurance Event RPG Program P.O. Box 2338 | ond, PAY TO THE ORDER OF DOLLARS              |
|                | Fort Wayne, IN 46801-2338  |   |
| PAY            | BY CREDIT CARD:  |   |
| •              | <b>Fax only</b> 1-260-459-5502   |   |
|                | O VISA O MASTERCARD O DISCOVER   |   |
|                | CSC # (card security) code:  | Expiration date:                              |
|                | I authorize K&K Insurance Group, Inc. to charge my p   | payment to my credit card in the amount of \$ |
|                | Print name (as on card):   |   |
|                | Cardholder signature:  |   |
|                | Cardholder phone number: ( )   |   |

 $\label{propriate} {\sf FATCA\ Notice:\ Please\ go\ to\ Aon.com/FATCA\ to\ obtain\ appropriate\ W-9}.$