

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

Rates effective 3/1/22

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

This program provides important protection for nonprofit entities as follows:

Amateur sports organizations
 High school associations
 Intercollegiate associations

Protection is provided for claims arising out of allegations of errors, omissions or wrongful acts committed by its directors, officers, employees or volunteers. This coverage will respond to allegations of discrimination against a third party, acts beyond granted authority, failure to deliver services, wrongful dismissal, and wrongful employment practices. Defense costs are paid in addition to the limit of liability. Coverage is provided on a claims-made basis, applying only to claims first made during the coverage period.

# **Eligible Organizations**

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

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

## **Ineligible Organizations**

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

### Directors' & Officers' and Employment Practices Liability

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

### **Directors' and Officers' Medical Payments**

Coverage provides medical expense payments for a bodily injury loss caused by an accident that takes place during activities that are customary to your business in the covered territory for the directors and officers of the named insured. Limit: \$10,000 per director or officer.

# **Notable Exclusions**

This insurance will not pay any claim based upon:

- Advertising injury
- Bodily injury
- ERISA of 1974
- Failure to maintain proper insurance
- Fair Labor Standards Act (except the Equal Pay Act)
- Fungi
- Nuclear
- · Personal injury

- Pollutants
- Property damage
- The Consolidated Omnibus Budget Reconciliation Act of 1985
- The Federal False Claims Act
- The National Labor Relations Act
- · The Occupational Safety and Health Act
- The Racketeer influenced and Corrupt Organizations Act
- The Worker Adjustment and **Retraining Notification Act**
- Written or Express Contract or Agreement
- · Wrongful death

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

**Premium Information** 

# **Optional Coverage**

# **Outside Services/Directorship**

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

# How to Obtain Coverage

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

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

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

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

Completion of this enrollment form confirms your desire to obtain insurance through the Sports, Leisure and Entertainment Risk Purchasing Group. A risk purchasing group (RPG) provides group purchasing power for similar risks resulting in potential advantageous coverage terms and competitive rates through favorable group loss experience. An RPG administration fee may be charged to support administration of the program. 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.

This brochure is for illustrative purposes only, and is not a contract of insurance. You must refer to the actual policy for complete information regarding coverage terms, conditions, and exclusions. A copy of the policy is available upon request.

K&K Insurance Group, Inc. is a licensed insurance producer in all states (FL license #L00729, TX license #13924); operating in CA, NY and MI as K&K Insurance Agency (CA license #0334819)

# **Premium Calculation**

Return this section and payment with the fully completed and signed application (MAML 025 07 21)

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

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

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

<u>Organiz</u>	ation's Annua	l Gros	<u>s Re</u>	<u>evenue</u>
\$	0	-	\$	1,000,000
\$	1,000,001	-	\$	2,000,000
\$	2,000,001	-	\$	3,000,000
\$	3,000,001	-	\$	4,000,000
\$	4,000,001	-	\$	5,000,000
\$	5,000,001 o	r highe	er	

<u>1 Year (</u>	Cove	<u>rage Premium</u>
Ο	\$	796
Ο	\$	1,373
Ο	\$	1,949
Ο	\$	2,636
Ο	\$	3,075
Refe	r to c	company

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

<u>Orga</u> ı	nization's Ann	ual Gr	oss F	<u>Revenue</u>	<u>1 Year Coverage Premium</u>
\$	0	-	\$	1,000,000	O \$ 1,208
\$	1,000,001	-	\$	2,000,000	O \$ 1,949
\$	2,000,001	-	\$	3,000,000	O \$ 2,883
\$	3,000,001	-	\$	4,000,000	O \$ 3,679
\$	4,000,001	-	\$	5,000,000	O \$ 4,283
\$	5,000,001 o	r highe	ər		Refer to company
					Option A or B Premium: \$

### **Optional Coverages**

Outside Directorship Liability (question #16 must be completed)	
Your premium is \$53 (if Outside Directorship Liability is desired)	
Total premium\$	
Risk Purchasing Group administration fee (required)	20
Total due\$	

Making Your Payment and Desired Effective Date Please check payment option and desired effective date.

O Check: Please make check payable to K&K Insurance Group, Inc. Enclosed is check #\_\_\_\_\_for \$\_\_\_\_\_

O Credit Card: For your security, w	e cannot	accept credit card p	ayments via e-n	nail. Please fax o	r mail only.
I authorize K&K Insurance to charge	<b>O</b> VISA	O MASTERCARD		O AMERICAN E	XPRESS \$

Reference number (last 3 digits on	back of card):	Expiration date:
Print name (as on card):		
Cardholder signature:		
Desired effective date: Check one.	${ m O}$ Start my coverage on	n the date my enrollment form and payment are received
	O Start my coverage on	n this date://

FATCA Notice: Please go to Aon.com/FATCA to obtain appropriate W-9.

Continue to next page

### **Mailing Instructions**

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

# Additional Information

### **Reminder:**

- Premiums are 100% fully earned at inception and nonrefundable.
- · Coverage can only be obtained by remitting a signed and completed enrollment form along with payment in full.
- · Incomplete enrollment forms will be declined and returned.
- Coverage will not be made effective prior to the date that the completed enrollment form and payment are received in our office.

### **Explanations**

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

### **Prior Acts**

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

### **Claims Made During Policy Period**

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

### **Extended Reporting Period**

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

### **Claims-made Policy Maturity**

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

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# Electronic Signature Disclosure and Consent PLEASE READ, COMPLETE AND SIGN #9 BELOW IF YOU DO NOT WISH TO RECEIVE DOCUMENTS VIA EMAIL AND SIGN BELOW

### **Electronic Signature Disclosure and Consent**

The Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.) provides that a signature, contract or other record may not be denied legal effect, validity or enforceability solely because it is in electronic form or because an electronic signature was used in a transaction.

K&K Insurance Group (K&K), whether on its own behalf, and/or on behalf of an insurer and/or third parties, may utilize the internet, email, cloud services, digital storage, digital media or similar electronic means to transmit Policy Documents to its clients. This Agreement informs you of your rights when we are delivering and you are receiving such documents from us electronically.

By agreeing to proceed with this transaction, you acknowledge and consent to the following:

- 1. I hereby voluntarily consent to proceeding with this transaction, and all subsequent actions related to this transaction, electronically.
- 2. I understand that further documents relating to this insurance purchased through K&K, including but not limited to correspondence, communications, confirmations, requests for premium payments and policy documents, may, to the extent permitted by law, be transmitted by electronic means to me, including by e-mail sent to the e-mail address I have provided as part of this transaction and/or my on-line registration. I consent to such documents being provided to me electronically.
- 3. Notwithstanding paragraph 2, any notice of cancellation shall be sent to me by mailing to the address I have provided as part of my registration and/or application for insurance, or to such other address for which I have provided notice pursuant to the terms of the policy.
- 4. Any change or revision to the e-mail address or other electronic contact information which I have provided as part of this transaction and/or my on-line registration process shall be requested by me by faxing, emailing or by mailing a written notice to: K&K Insurance; 1712 Magnavox Way; Fort Wayne, IN 46804.
- 5. I understand that I have the right to obtain a paper copy of any electronic record provided to me pursuant to this transaction or any subsequent transaction involving my coverage by mailing a written request to the address provided in paragraph 4.
- In order to access the electronic records provided, the following hardware and software are required: (a) a personal computer or other device through which Internet access is available, (b) an Internet connection, (c) an e-mail account with an Internet service provider, and (d) Adobe Acrobat Reader.
- 7. I understand that I have the right and option to withdraw my consent to the receipt of further electronic documents at any time by faxing, emailing, or mailing a written request to the address provided in paragraph 4. By withdrawing my consent to electronic delivery of documents I understand that I will receive a paper copy of future policy documentation.
- 8. Information relating to this transaction is subject to the terms of our privacy statement, a copy of which is provided at www.kandkinsurance.com.
- 9. DOCUMENT DELIVERY. After this enrollment form is approved, you will receive a certificate of insurance showing evidence that coverage has been bound. When submitted through an insurance agent or broker, this coverage document will only be delivered to them. Additional certificate requests will be issued to the same person. Providing an email address in this application will be deemed consent to us to deliver documents and communication to you electronically.

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

O Fax to:		attn:	
O Mail to:		attn:	
Signature of appli	icant or agent:		





# Non-Profit Directors And Officers And Organization, Employment Practices, And Third Party Discrimination Liability Application

### NOTICE: THE POLICY FOR WHICH APPLICATION IS MADE APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD.

1.	Full name of organizati	on:				
	Principal business add	ress:				
	Phone #:	Fax #:		Email:		
	City:		State:	Zip Code:	Webs	ite:
	Mailing address if differ	rent from principal	business address:			
	City:				State:	Zip Code:
2.	Contact person:					
	Title:	Pr	none #:	Em	ail:	
3.	Date established:		State of incorpor	ation:		
4.	FEIN #:	NAICS Co	de:			
5.	O Non-Profit O F	or-Profit				
6.	If applicable, provide th	ne number of club r	nemberships:			
7.	Provide a description o		•			
8.	Organization's financia	-				
	-	evenues for the pas		de receipts from fee	es, fundraisers	s, memberships, sponsorships,
	b. Total Assets: \$_					
	c. Total Liabilities:					
	If any of the above are			ncial statements.		
9.	Provide the number of	-				
	Volunteers (persons wi					
	Full-time compensat					
	Part-time compensa					
10.	Has any insurer cance	lled, rescinded, no	n-renewed, or dec	lined any similar ins	urance for the	e organization,
	its predecessors, subs	idiaries, affiliates, o	or for any other pe	rson or organization	proposed for	this insurance
	in the past 5 years? (N	lot applicable in in I	Missouri)			O Yes O No
	If yes, provide details.					
11.	Insurance:					
	Liability Insuran	-	rry Directors And (	Officers And Organiz	zation and Em	ployment Practices O Yes O No
	If yes, provide:			Limite Of L	iobility: ¢	
					_iaυiiity. φ	
	Effective Date: b. Does the organi			v Insurance?		◯ Yes ◯ No
	If yes, provide:			,		
				Limits Of L	iability: \$	

12	. Has the organization,	, any of its subsidia	ries, or any directo	r or officer be	en involved in o	r have knowle	edge of any	pending or
	completed anti-trust,	copyright, or paten	t litigations within th	ne past 5 year	rs?			

		•	ed anti-trust, copyright, or patent litigations within the past 5 years?
13.	Has or c	s (ha orgai	rovide details:
	lf y	/es,	provide details:
14.	mig	ht af	any person(s) or organization(s) proposed for this insurance aware of any fact, circumstance, incident, or situation which ford grounds for any claim, suit, or notice of incident, including employment practices and third party discrimination, such d fall within the scope of the proposed insurance?
	O '	Yes	O No
	lf ye	es, p	rovide details:
15.	stat	e ag	ny charges been filed against the organization with the Equal Employment Opportunity Commission or ency within the past 5 years? $ m O$ No
	lf ye	es, p	rovide details:
16.	Out	side	Directorship:
	a.	a no	any of the organization's directors, trustees, officers, employees, or volunteers serve in any position with on-profit outside entity at the request of the organization? Yes $\odot$ No
	b.	lf ye	es and coverage is requested, answer the following:
		(1)	Name of non-profit outside entity:
		(2)	Nature of operations of the non-profit outside entity:
		(3)	Position with the non-profit outside entity:
		(4)	Provide the insurer and limits of liability for Directors And Officers Liability Insurance carried by the non- profit outside entity:
		(5)	Has the non-profit outside entity had any judgment(s), settlement(s), payment(s), claim(s) or suit(s) in past 5 years?
			O Yes O No
			If yes, provide details.

**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 may have the right to review your personal information in our files and request correction of any inaccuracies. You may also have the right to request in writing that we consider extraordinary life circumstances in connection with the development of your credit score. These rights may be limited in some states. Please contact your agent or broker to learn how these rights may apply in your state or for instructions on how to submit a request to us for a more detailed description of your rights and our practices regarding personal information.

**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.)

### STATE FRAUD STATEMENTS

### 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 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.

### 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.

### **NOTICE - PLEASE READ CAREFULLY**

NO FACT, CIRCUMSTANCE, OR SITUATION INDICATING THE PROBABILITY OF A CLAIM OR ACTION FOR WHICH COVERAGE MAY BE AFFORDED BY THE PROPOSED INSURANCE IS NOW KNOWN BY ANY PERSON(S) OR ORGANIZATION(S) PROPOSED FOR THIS INSURANCE OTHER THAN THAT WHICH IS DISCLOSED IN THIS APPLICATION. IT IS AGREED BY ALL CONCERNED THAT IF THERE IS KNOWLEDGE OF ANY SUCH FACT, CIRCUMSTANCE, OR SITUATION, ANY CLAIM SUBSEQUENTLY EMANATING THEREFROM WILL BE EXCLUDED FROM COVERAGE UNDER THE PROPOSED INSURANCE.

FOR THE PURPOSE OF THIS APPLICATION, THE UNDERSIGNED AUTHORIZED AGENT OF THE PERSON(S) AND ORGANIZATION(S) PROPOSED FOR THIS INSURANCE DECLARES THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, AFTER REASONABLE INQUIRY, THE STATEMENTS IN THIS APPLICATION AND IN ANY ATTACHMENTS, ARE TRUE AND COMPLETE. THE INSURER AND AFFILIATES THEREOF ARE AUTHORIZED TO MAKE ANY INQUIRY IN CONNECTION WITH THIS APPLICATION. SIGNING THIS APPLICATION DOES NOT BIND THE INSURER TO PROVIDE OR THE ORGANIZATION TO PURCHASE THE INSURANCE.

THIS APPLICATION, INFORMATION SUBMITTED WITH THIS APPLICATION, AND ALL PREVIOUS APPLICATIONS AND MATERIAL CHANGES THERETO ARE CONSIDERED PHYSICALLY ATTACHED TO AND PART OF THE POLICY IF ISSUED. THE INSURER HAVE RELIED UPON THIS APPLICATION AND ALL SUCH ATTACHMENTS IN ISSUING THE POLICY.

IF THE INFORMATION IN THIS APPLICATION AND ANY ATTACHMENT MATERIALLY CHANGES BETWEEN THE DATE THIS APPLICATION IS SIGNED AND THE EFFECTIVE DATE OF THE POLICY, THE ORGANIZATION WILL PROMPTLY NOTIFY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE, WHO MAY MODIFY OR WITHDRAW ANY OUTSTANDING QUOTATION OR AGREEMENT TO BIND COVERAGE.

THE UNDERSIGNED DECLARES THAT THE PERSON(S) AND ORGANIZATION(S) PROPOSED FOR THIS INSURANCE UNDERSTAND THAT:

THE POLICY FOR WHICH THIS APPLICATION IS MADE APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD.

### REPRESENTATION

The undersigned represents to the Insurer that the person(s) and organization(s) proposed for this insurance understand and accept the notice stated above and further represents that the information contained herein is true and will be the basis of the policy and deemed incorporated therein, should the Insurer evidence its acceptance of this application by issuance of a policy.

The undersigned authorizes the release of claim information from any prior insurer to the Insurer. This application is signed by undersigned authorized agent of the organization(s) on behalf of the organization(s) and its, directors, officers, and employees.

# This application must be signed by president, executive director, or treasurer acting as an authorized agent of the organization within 20 days of the proposed effective date.

Name of applicant	Title
Signature of applicant	Date
INSUR	RANCE AGENT INFORMATION (if applicable)
Agency name:	
City:	State:Zip Code:
Agent contact name:	
Agent email:	
	ency fax #: Agency tax id #:
Florida Only - Produced By (Insurance A	Agent Or Broker):
Agent License #:	

# **ADDITIONAL INSURANCE AGENT INFORMATION**

(must be signed and returned with application)

Do	vou have exis	sting business	with K&ł	(Insurance?	🗆 Yes	🗆 No
20	you navo onic	salaring baomiooo		Childrando .		

For additional information regarding other programs, log onto our web site at www.kandkinsurance.com.

I represent and warrant as an insurance producer that I currently maintain, and will maintain, all individual, corporate or agency licenses or permits required in order to conduct insurance business in the state coverage for this insured is being written. I further represent and warrant that I currently maintain, and will maintain, errors and omissions insurance for myself, my officers and employees. If requested by K&K, I will provide K&K with reasonably satisfactory evidence of all of the above mentioned items.

Signature:	Printed name:	Date:
Agency name:		

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