



DIRECTORS' & OFFICERS' LIABILITY

including Employment Practices Liability for Not-for-Profit Organizations (Claims-made Coverage) Insurance Program and Application for Non-Profit Sports Organizations

This brochure is valid for effective dates from 3/1/24 through 2/28/25

PROGRAM OVERVIEW & DESCRIPTION

Sports organizations should consider a D&O POLICY IN ADDITION TO THE GENERAL LIABILITY policy because many types of lawsuits are not covered by the General Liability policy. The General Liability policy only covers certain lawsuits that arise out of "bodily injury", "property damage", or "personal/advertising injury" whereas a D&O Policy covers certain lawsuits that arise out of actual or alleged wrongful acts in the running of a sports organization.

Who is Covered: The local sports organization and respective directors, officers, employees, and volunteers while operating on behalf of the covered organization.

Coverage: Coverage is provided for certain "Wrongful Acts" that result in legal liability lawsuits including the cost of defense and settlement.

Examples of Potentially Covered Lawsuits Include:

- Discrimination (age, race, sex, handicap)
- Failure to deliver services
- Failure to properly manage league financial affairs
- Failure to enforce rules or bylaws
- Violation of State and Federal Laws
- Suppression of First Amendment Rights

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

WAYS TO ENROLL FOR COVERAGE



WEB For information and applications visit us on-line at <https://www.sadlersports.com>

OR

Submit this enrollment form, with payment, to us.



FAX 1-803-256-4017



MAIL Sadler & Company Inc.
PO Box 5866,
Columbia, SC 29250



QUESTIONS Call 1-800-622-7370

FOR SERVICE REQUESTS ONLY



E-MAIL sport3@sadlersports.com

COVERAGE AND LIMITS

This program provides two limit options to choose from.

Option A	
Maximum Aggregate Limit of Liability	\$ 1,000,000
Retention (each claim)	\$ 1,000
Medical Payments for Directors' & Officers' (per director or officer)*	\$ 10,000
Privacy Breach Notification and Mitigation Costs	\$ 5,000 each incident \$ 5,000 policy aggregate
Crisis Management Expenses	\$ 25,000
Annual Premium (Premiums include a \$15 Risk Purchasing Group fee)	
All Applicants (except for Hawaii)	Hawaii Applicants Only
\$ 377.00	\$ 497.00

Option B	
Maximum Aggregate Limit of Liability	\$ 2,000,000
Retention (each claim)	\$ 1,000
Medical Payments for Directors' & Officers' (per director or officer)*	\$ 10,000
Privacy Breach Notification and Mitigation Costs	\$ 5,000 each incident \$ 5,000 policy aggregate
Crisis Management Expenses	\$ 25,000
Annual Premium (Premiums include a \$15 Risk Purchasing Group fee)	
All Applicants (except for Hawaii)	Hawaii Applicants Only
\$ 485.00	\$ 642.00

* This coverage is not available for Florida Applicants

Enhancement Option Limit Increase	
Privacy Breach Notification and Mitigation Costs	\$ 25,000 each incident \$ 25,000 policy aggregate
Annual Premium for Limit increase = \$20.00	

HOW TO OBTAIN COVERAGE

To avoid processing delays, please:

1. Complete all sections and pages (print legibly)
2. Sign and date where required
3. Remit pages 2 - 4 along with application pages 1 - 4 (MAML 025) and payment

Desired Effective Date: Check One.

- Start my coverage on the date after my application and payment are received
- Start my coverage on this date: ____/____/____

Note: Coverage will not be made effective prior to the date that the application and payment are received and approved by the program administrator.

Additional Information on Obtaining Coverage

You will be notified by us 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. Incomplete applications will be declined and returned. If your application is accepted, coverage documents will be issued by us. Coverage will become effective the day your application and premium payment are received and approved by us, or on a later date that you may specify. Coverage is provided on an annual basis and is 100% fully earned and non-refundable/non-transferable once coverage begins (may vary by state).

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.

PROGRAM CALCULATION

Select on option:

Option A \$1,000,000 Limit		Option B \$2,000,000 Limit	
Applicant Rates (except for Hawaii)	Hawaii Applicant Rates	Applicant Rates (except for Hawaii)	Hawaii Applicant Rates
<input type="radio"/> \$ 377.00	<input type="radio"/> \$ 497.00	<input type="radio"/> \$ 485.00	<input type="radio"/> \$ 642.00

* Premiums include a \$15.00 Risk Purchasing Group fee

**PREMIUMS ARE 100% FULLY EARNED AND NON-REFUNDABLE/NON-TRANSFERRABLE ONCE COVERAGE BEGINS.
COVERAGE IS CONTINGENT UPON RECEIPT OF PAYMENT AND A FULLY COMPLETED ENROLLMENT FORM.
NO COVERAGE WILL BE DEEMED IN EFFECT UNTIL THE ACCURATE PAYMENT IS RECEIVED BY US.
CANCELLATIONS/CHANGES CAN ONLY BE MADE BY THE NAMED INSURED.**

Important Information:

- This protection is in addition to and does not replace the bodily injury or property damage liability coverage that is available in General Liability.
- The policy for which application is made, if issued, will be on a claims made basis. This policy is subject to the declarations, insuring agreements, terms, conditions, limitations, and amendments. Applies only to claims that are first made during the policy period or discovery period if exercised.
- 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.

**Sadler & Company Inc. PO Box 5866, Columbia, SC 29250 Agent : John Sadler
(P) 800-622-7370 (F) 803-256-4017 Email: sport3@sadlersports.com**

Sadler & Company of SC, Inc. - AR (License #254179) D/B/A Sadler Insurance Agency - CA (License #0B57651 John Sadler Insurance Services - MA Sadler Agency - NY (PC - 532473 and LA - 532473) / Sadler Insurance Agency - OK / Sadler & Company, Inc. - (TX License #194495, FL #L006784) Sadler and Company - VT (License #577)

IMPORTANT INFORMATION
PLEASE READ AND COMPLETE #9 BELOW (If you do not wish to receive email documents)

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. Sadler & Company, Inc. (Sadler), 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 Sadler, 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: Sadler & Company, Inc., P.O. Box 5866, Columbia, SC 29250.
5. I understand that I have the right to obtain a paper copy of any electronic record provided to me pursuant to this transaction or any subsequent transaction involving my coverage by mailing a written request to the address provided in paragraph 4.
6. In order to access the electronic records provided, the following hardware and software are required: (a) a personal computer or other device through which Internet access is available, (b) an Internet connection, (c) an e-mail account with an Internet service provider, and (d) Adobe Acrobat Reader.
7. I understand that I have the right and option to withdraw my consent to the receipt of further electronic documents at any time by faxing, emailing or mailing a written request to the address provided in paragraph 4. By withdrawing my consent to electronic delivery of documents I understand that I will receive a paper copy of future policy documentation.
8. Information relating to this transaction is subject to the terms of our privacy statement, a copy of which is provided at www.sadlersports.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.

- Fax to: _____ attn: _____
- Mail to: _____ attn: _____

ATTENTION: AGENTS
AGENTS: YOU MUST COMPLETE THE AGENT WARRANTY SECTION BELOW. Applications cannot be accepted unless this section is completed.

I represent and warrant as an insurance producer that I currently maintain, and will maintain, all individual, corporate or agency licenses or permits to conduct insurance business in the state coverage for this insured is being written. I further represent and warrant that I currently maintain errors and omissions insurance with a minimum limit of \$1,000,000 for myself, my officers, and employees. If requested, I will provide with reasonably satisfactory evidence of all of the above mentioned items.

Note: Agents do not have authority to issue binders or a certificate of insurance on behalf of this program. A 10% commission is available to licensed agents for this program. Please remit net payment. Commissions will not be calculated on any fees added to the total program.

Agent signature: _____

Date: _____

PAYMENT OPTIONS

Applicant business name: _____ Effective date: _____

PAY BY ACH (Bank Account):

- **E-mail** events@sadlersports.com
or

- **Fax** 803-256-4017

I (we) authorize Sadler & Company to initiate a single electronic debit from the account shown below and have attached a voided copy of the check.

Name on Bank Account: _____ Bank Name: _____

Draft Amount : \$ _____ Checking, or 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.

Authorized Signature(s) - (Not required if authorization by phone) Date: _____

Authorized Signature(s) - (Not required if authorization by phone) Date: _____

EXPLANATION OF CHECK NUMBERS

1. Bank Routing Number - This is a nine digit number separated by a bar and a colon |: 123456789 |:
2. Account Number - This number may appear as the second, first or third series of numbers. Please read carefully.
3. Check Number - Matches number in the upper right corner of check. NOT REQUIRED FOR ACH.

The diagram shows a check with the following fields: YOUR NAME (1234 Main Street, Anywhere, OH 00000), DATE, PAY TO THE ORDER OF, \$, and DOLLARS. Below the check, the routing number (123456789), account number (123456789), and check number (123) are identified with arrows and labels: 1. ROUTING NUMBER, 2. ACCOUNT NUMBER, 3. CHECK NUMBER.

PAY BY CHECK: (Payable to Sadler & Company, Inc.)

- **Mail** Regular Mail Overnight Mail

Sadler & Company, Inc.
PO Box 5866
Columbia, SC 29205

Sadler & Company, Inc.
3014 Devine St., 2nd Floor
Columbia, SC 29205

PAY BY CREDIT CARD:

- **Fax only** 803-256-4017
 VISA MASTERCARD DISCOVER AMERICAN EXPRESS

Card number: _____

CSC # (card security) code: _____ Expiration date: _____

I authorize K&K Insurance to charge my payment to my credit card in the amount of \$ _____

Print name (as on card): _____

Cardholder signature: _____

Cardholder phone number: (____) _____

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



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 organization:
*Principal business address:
*Phone #: Fax #: *Email:
*City: *State: *Zip Code: Website:
Mailing address if different from principal business address:
City: State: Zip Code:
2. *Contact person:
Title: *Phone #: *Email:
3. *Date established: State of incorporation:
4. FEIN #: NAICS Code:
5. *Non-Profit For-Profit
6. If applicable, provide the number of club memberships:
7. Provide a description of the organization's operations and events:
8. Organization's financial information:
a. Annual gross revenues for the past 12 months...
b. Total Assets:
c. Total Liabilities:
If any of the above are greater than \$5,000,000, submit financial statements.
9. Provide the number of volunteers and compensated employees:
Volunteers (persons who donate their services):
Full-time compensated employees (over 30 hours a week for 12 months):
Part-time compensated employees (under 30 hours a week or less than 12 months):
10. Has any insurer cancelled, rescinded, non-renewed, or declined any similar insurance for the organization, its predecessors, subsidiaries, affiliates, or for any other person or organization proposed for this insurance in the past 5 years? (Not applicable in Missouri)
If yes, provide details.
11. Insurance:
a. Does the organization currently carry Directors And Officers And Organization and Employment Practices Liability Insurance?
If yes, provide:
Insurer: Limits Of Liability: \$
Effective Date:
b. Does the organization currently carry General Liability Insurance?
If yes, provide:
Insurer: Limits Of Liability: \$
Effective Date:

12. *Has the organization, any of its subsidiaries, or any director or officer been involved in or have knowledge of any pending or completed anti-trust, copyright, or patent litigations within the past 5 years?

Yes No

If yes, provide details: _____

13. *Has (have) any judgment(s), settlement(s), payment(s), claim(s), or suit(s) been made against any person(s) or organization(s) proposed for this insurance such as would fall within the scope of the proposed insurance?

For Kansas applicants: Has (have) any been within the past 3 years?

Yes No

If yes, provide details: _____

14. *Is (are) any person(s) or organization(s) proposed for this insurance aware of any fact, circumstance, incident, or situation which might afford grounds for any claim, suit, or notice of incident, including employment practices and third party discrimination, such as would fall within the scope of the proposed insurance?

Yes No

If yes, provide details: _____

15. *Have any charges been filed against the organization with the Equal Employment Opportunity Commission or state agency within the past 5 years?

Yes No

If yes, provide details: _____

16. Outside Directorship:

a. Do any of the organization's directors, trustees, officers, employees, or volunteers serve in any position with a non-profit outside entity at the request of the organization?

Yes No

b. If yes 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?

For Kansas applicants: Has (have) any been within the past 3 years?

Yes 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 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.

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

INSURANCE AGENT INFORMATION (if applicable)		
Agency name: _____		
Agency mailing address: _____		
City: _____	State: _____	Zip Code: _____
Agent contact name: _____		
Agent email: _____		
Agency phone #: _____	Agency fax #: _____	Agency tax id #: _____

Florida Only - Produced By (Insurance Agent Or Broker): _____
Agent License #: _____