

**PROGRAM DESCRIPTION & ELIGIBILITY**

This program has been specifically designed for U.S.-based owners and operators of membership-based health and fitness clubs and/or tennis/racquet clubs offering programs and services for members and guests that may include: circuit training, personal training, aerobics, yoga, pilates, free weights, resistance machines, cardio machines, a variety of exercise group classes, strength training, non-contact martial arts, basketball/volleyball, racquet sports, whirlpool/hot tubs, saunas/steam rooms, massage, nursery/babysitting, nutritional weight control, tanning, pro shops, snack/juice bars and 24-hour key card access facilities.

**To be eligible for this program, the facility's annual sales must be \$2,000,000 or less (excluding revenue for initiation sign-up fees).**

Coverage provided includes important liability protection for the fitness facility, including its employees for liability claims arising out of the operations of the fitness facility.

Note: Coverage does not extend to your independent contractor/instructors unless the optional coverage available with this program is purchased.

Optional coverages available under this program include professional liability for independent contractor instructors and equipment and contents (inland marine) coverage that includes coverage for facility business personal property, improvement and betterments and sign coverage.

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

**INELIGIBLE OPERATIONS/SERVICES**

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

- Annual sales greater than \$2,000,000
- Beauty/hair salon services
- Blood analysis
- Dance facilities\*
- Drop-off child care services
- Facilities outside of the U.S.
- Full-size trampolines
- Gymnastics and/or cheer facilities or classes\*
- Ice/inline/roller skating (including skating treadmills)
- Martial arts facilities\*
- Medical, therapy or health care services
- Physical therapy, physicals or stress testing
- Rock climbing walls
- Sports medicine, rehabilitation and/or therapy services
- Swimming pools/lap pools

\*For information regarding insurance programs for dance, gymnastics, cheer, sports academies/schools or martial arts schools/studios, please contact us.

**LIABILITY EXCLUSIONS/LIMITATIONS**

The following represent only some of the exclusions contained in this policy.

- Abuse, molestation, harassment or sexual conduct (unless requested & approved by K&K)
- Acupuncture
- All operations listed as ineligible
- Amusement devices (eg: rides, slides, inflatables, bungees, climbing walls, dunk tanks)
- Asbestos
- The sport of boxing (contact/sparring)
- Cryogenic chambers/therapy
- Communicable disease
- Cycling (other than stationary)
- Employment-related practices
- Events, competitions, tournaments, camps/clinics conducted or sponsored by, or on behalf of the insured, unless reported and approved by us
- Fireworks
- Fungi or bacteria
- Instruction/activity held on or in open water (e.g.: lakes, ponds, ocean)
- Medical expense for athletic/recreation participants
- Nuclear energy liability
- Sales or distribution of herbal and/or medicinal products
- Exclusion – Designated Professional Services
  - Professional services performed by a physician, nurse or chiropractor
  - Psychiatric treatment
  - Electrolysis hair removal
  - Ear piercing
  - Prescription or dispensing of medication or drugs or stimulants of any kind
  - Performance of medical diagnostic or testing services which involve or service a prerequisite to examination of bodily fluids or tissue
- Limitation of coverage for tanning equipment – Coverage does not apply to bodily injury to the eyes caused by rays emitted by tanning equipment; bodily injury in whole or part, by customer regulation or tanning equipment timing controls; bodily injury caused by exposure to any carcinogen
- Medical expense for children in nursery/babysitting environment
- Transportation of participants/members
- The sport of wrestling

**WAYS TO ENROLL FOR COVERAGE**

Submit this enrollment form, with payment, to us.



E-MAIL [sport3@sadlersports.com](mailto:sport3@sadlersports.com)



FAX 1-803-256-4017



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



QUESTIONS Call 1-800-622-7370

## COVERAGES AND LIMITS

\* Higher liability limit options available. Please contact us.\*

Coverages	On-site and Off-site Health Club Coverage	
	Option 1	Option 2
<b>Commercial General Liability (CGL)</b> Each Occurrence	\$ 1,000,000	\$ 2,000,000
General Aggregate (other than Products-completed Operations)	\$ 5,000,000 per owned location	\$ 5,000,000 per owned location
Products-completed Operations Aggregate	\$ 1,000,000	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000	\$ 2,000,000
Legal Liability to Participants	\$ 1,000,000	\$ 2,000,000
Damage to Premises Rented to You (Fire Legal Liability)	\$ 1,000,000	\$ 1,000,000
Medical Expense (other than athletic/recreation participation, and children in a nursery/babysitting environment)	\$ 5,000	\$ 5,000
Hired Auto and Employers' Nonownership Liability (not provided while in Hawaii)	\$ 1,000,000	\$ 2,000,000
Professional Liability	\$ 1,000,000	\$ 2,000,000
<b>Rates (per \$1,000 of annual sales)</b>		
Health Club - staffed with defined hours	\$ 6.85	\$ 10.28
CrossFit Affiliate Facilities - staffed with defined hours	\$ 9.10	\$ 13.65
24-hour Key card/pad/code Health Club	\$ 13.65	\$ 20.48
<b>Minimum Premiums</b>	\$1,650.00	\$2,750.00

Coverage provided under this program includes:

**Commercial General Liability with Broadening Endorsement** – coverage which protects the insured against liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations and personal and advertising injury. Additional coverages added with broadening endorsements are: Emergency Real Estate Consultant Fee - \$25,000; Key Individual Replacement Cost - \$50,000; Temporary Meeting Space - \$25,000; Workplace Violence Counseling - \$25,000; Identity Theft Exposure (for directors and officers - \$25,000); Lease Cancellation Moving Expense - \$2,500; Terrorism Travel Reimbursement (for directors and officers) - \$25,000

**Damage to Premises Rented to You** – This coverage is solely for the premises, and the contents of such premises, rented to you if the damage is caused by fire, lightning, explosion, smoke and leaks from sprinklers. Damage that is caused by something other than fire, lightning, explosion, smoke and leaks from sprinklers only applies to the premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

**Professional Liability** – provides protection against wrongful acts (breach of duty, neglect, error, omission misstatement or a misleading statement in the discharge of fitness activities) that occur under the operations of the insured.

**Legal Liability to Participants** – coverage which offers protection against bodily injury liability claims brought by persons participating in fitness/exercise activities under the direction of the insured

**Hired Auto and Employers' Nonownership Liability** (not provided while in Hawaii) – coverage which protects the insured against liability claims arising out of the maintenance or use of motor vehicles hired or borrowed by the insured on a short-term basis, as well as coverage for those autos your organization does not own, lease, hire, rent or borrow that are used in conjunction with your operations. Coverage does not extend to those vehicles that are rented, hired or borrowed on a long-term basis.

## OPTIONAL COVERAGES

### Liquor Liability Coverage - Not available in Alabama, Iowa, Michigan or Vermont

Liquor liability coverage pays those sums that the insured becomes legally obligated to pay as damages because of bodily injury or property damage imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

**Coverage Conditions:**

1. Coverage is not available on a stand-alone basis. You must have CGL coverage for your facility with this Program.
2. If approved, coverage will be effective the day after we receive the proper completed enrollment with premium and will expire on the expiration date of your Health Club Insurance Program. Coverage is 100% fully earned at inception.
3. Limits are \$1,000,000 each occurrence with a \$1,000,000 aggregate.
4. Please contact our office for supplemental application and pricing.

## OPTIONAL COVERAGES (continued)

### Liability for Independent Contractors (non-employees)

This coverage option allows you to purchase liability for those independent contractor (non-employees) instructors or trainers while they are conducting instruction activities on behalf of your fitness facility operations.

Coverage Conditions:

1. You must have commercial general liability coverage for your facility with the Health Club-Basic Services RPG Insurance Program and coverage must follow the same limit option purchased for your location.
2. Coverage will be effective the day after we receive the request with premium and will expire on the expiration date of your Health Club-Basic Services RPG Insurance Program.
3. A U.S.-based instructor age 18 or older conducting private or group instruction on your behalf for any of the following are eligible for this coverage.
 

• Acro dance	• Cardio kickboxing	• Fitness bootcamp	• Spinning
• Acrobatic/partner yoga	• Children’s fitness programs	• GYROTONIC®	• Tai chi
• Aerobics	• Dance	• Hoop fitness	• Yoga
• Aerial/anti-gravity/suspended yoga (certified instructors only)	• Exercise	• Personal training	• ZUMBA®
		• Pilates	• Tumbling (floor only, no gymnastic apparatus)
4. Ineligible instructors or those offering the following operations that are not eligible for this coverage are:
 

• Certified athletic trainers	• Instruction of sport skills activities
• Coaching of organized competitive athletic teams	• Instructors’ employment as an exempt or non-exempt employee of a school, university or college
• Instructors under the age of 18	
5. This coverage is 100% fully earned at inception.
6. Contact us for higher limit options.

Rate* (annual)	Option 1 \$1,000,000 CGL Limit	Option 2 \$2,000,000 CGL Limit
On-site and offsite instruction	\$ 300.00	\$ 450.00

\* Operations with more than 10 independent contractors may be subject to additional underwriting and premium.

### Equipment and Contents Coverage (Inland Marine)

This provides coverage for direct loss or damage to your supplies and equipment, furnishings, improvements and betterments, signs and non-structural glass due to fire, theft, vandalism, or other covered causes (subject to actual policy terms and conditions). You must insure the full replacement cost of all of your equipment and contents to avoid a co-insurance penalty at the time of loss. Should you add additional equipment or contents to your inventory, please contact us to have your insured value amended to avoid a co-insurance penalty.

Additional coverages automatically included in the coverage form are

- Business Income with Extra Expense – Actual Loss Sustained (up to \$50,000)
- Money and Securities Coverage - \$10,000 any one occurrence
- Valuable Papers and Records Coverage - \$10,000 at premises / \$2,500 away from premises
- Account Receivable Coverage - \$10,000 at premises / \$2,500 away from premises
- Employee Dishonesty - \$5,000 any one occurrence
- Forgery or Alteration - \$10,000 for any loss
- Robbery or Safe Burglary of Other Property - \$10,000 inside premises / \$10,000 outside the premises

Coverage Conditions:

1. Coverage is not available on a stand-alone basis. You must have commercial general liability coverage for your facility with our Health Club-Basic Services RPG Insurance Program.
2. Coverage will be effective the day after we receive the proper completed enrollment with premium and will expire on the expiration date of your Health Club Insurance Program.
3. Receipt of purchase is required at the time of loss to show verification of purchase for improvements or betterments.

Rates			
Total value per location	Rate	Deductible	Minimum Premium
\$ 1 - \$ 10,000	\$ .03	\$ 250	\$ 100.00
\$ 10,001 - \$100,000	\$.026	\$ 1,000	\$ 100.00
\$ 100,001 +	\$.026	\$ 2,500	\$ 100.00

## OPTIONAL COVERAGES (continued)

### Option 1: Abuse, Molestation, Harassment or Sexual Conduct Defense Reimbursement

This coverage reimburses you for up to \$100,000 for defense costs resulting from claims arising out of abuse or molestation, harassment or sexual conduct.

<b>Rate</b>	<b>\$ 100.00</b> (Flat rate)
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### Option 2: Sexual Abuse or Sexual Molestation Coverage

This coverage pays for sums the insured becomes legally obligated to pay as damages because of loss arising out of any actual or threatened sexual abuse or sexual molestation. This limit is part of, and not in addition to, the general liability limit section.

<b>Rate</b> (per \$1,000.00 Sales)-\$150.00 minimum premium applies	
<b>Facility Type</b>	<b>On-Site and Off-Site</b>
Health Club - staffed with defined hours	\$ 1.37
CrossFit Affiliate Facilities - staffed with defined hours	\$ 1.82
24-hour Key card/pad/key Health Club	\$ 2.73

#### Coverage Conditions:

1. Questions on page 12 must be completed, reviewed and approved by our Underwriting team before coverage can be granted.
2. Coverage is not available on a stand-alone basis. You must have commercial general liability coverage for your facility through our Health Club-Basic Services RPG Insurance Program.
3. Both options are 100% fully earned at inception.

## FREQUENTLY ASKED QUESTIONS

### 1. Is coverage under this policy extended to independent contractors (non-employees) working on behalf of the health/fitness club?

Independent contractors (non-employees) are covered only if the optional coverage available with this program is purchased. If this optional coverage is not purchased, as a health club owner, you need to require that all independent contractors (non-employees) working at your location(s) obtain professional liability coverage and name your business as an additional insured to their instructor policy and submit proof of this coverage to you.

### 2. I have been asked by my landlord to add them as an additional insured to my policy. What does this mean and how do I do that?

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

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

You will receive a certificate of insurance as proof of coverage. Coverage is offered exclusively through Sports, Leisure and Entertainment Risk Purchasing Group (RPG). The RPG receives a master policy from the company. Submission of this enrollment form confirms your desire to receive coverage through the RPG. Each member receives their own certificate

of insurance as their 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. A copy of the RPG master policy can be requested in writing to: Sadler & Company Inc. PO Box 5866 Columbia, SC 29250.

### 4. Do I have coverage for virtual training?

Coverage does extend to virtual training provided by you (the named insured) to your clients/members. The policy is intended to extend bodily injury coverage for training available to your clients/members only (through a private platform such as a password protected website or a closed Facebook group) - Coverage does not extend to any training material that is accessible to the general public.

Reasonable precautions should be taken when assessing potential new clients/members online, including but not limited to: health assessments, waivers/release forms, and interviews prior to instruction or training. We encourage you to consult with an attorney to consider special waiver/release agreements that will apply specifically to virtual training.

Virtual training/instruction does not extend to any training/instruction that includes gymnastic apparatuses, tumbling, or stunting (including pyramids), or in-water activities. We do not provide coverage for cyber liability, so if you are taking payment or collecting personal information online and it is compromised, there would be no coverage under the general liability policy.

# Enrollment Form - Health Club-Basic Services

Valid for effective dates from 1/1/21 through 12/31/21

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, competitive rates, risk management bulletins, and rewards for favorable group loss experience. An RPG administration fee may be charged. The submission of this enrollment form and/or the acceptance of payment does not guarantee coverage. Certain operations are not eligible for coverage by this program. We reserve the right to decline any request for coverage.

- TO AVOID PROCESSING DELAYS, PLEASE:**
- 1. Complete all sections (print legibly)**
  - 2. Sign and date where required**
  - 3. Remit completed enrollment form (pages 5 - 17) with payment**

GENERAL INFORMATION

I am a new account       I am renewing my coverage

Full legal name of business: \_\_\_\_\_

Note: This is the name that will appear on your Certificate of Insurance. If your company is a Sole Proprietorship, then this will be your personal name or DBA.

Applicant is a:    Sole Proprietorship    Limited Liability Co.    Corporation    Partnership  
 Other (describe): \_\_\_\_\_

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

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

Contact name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Cell: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_ Website: \_\_\_\_\_

(By listing an email address, you are giving us permission to contact you by email about your policy. Refer to page 15 of the application for Electronic Disclosure and Consent)

Does the organization engage in any other business operations under the name of the insured above?    Yes    No  
 If yes, describe: \_\_\_\_\_

LOCATIONS

Please list locations you own or operate on a 24 hour basis, if different than the mailing location above.  
(Note: Temporary leased spaces or mobile program sites should not be listed here, only your owned/operated location sites. You can add temporary/mobile locations on the certificate request section if evidence of coverage or additional insured status is needed)

Loc #1: \_\_\_\_\_

Street Address	City	State	Zip Code
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Loc #2: \_\_\_\_\_

Street Address	City	State	Zip Code
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DATES

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

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

**Sadler & Company, Inc. • P.O. Box 5866 • Columbia, SC 29250 • 1-800-622-7370**  
**E-mail = [sport3@sadlersports.com](mailto:sport3@sadlersports.com) • Fax 1-803-256-4017 • <https://www.sadlersports.com>**

Sadler & Company, Inc. is an independent insurance agency organized under the laws of the State of South Carolina, U.S.A. Its principal owner, John M. Sadler, is licensed to transact insurance business in all states and the District of Columbia. Sadler & Company, Inc.'s principal place of business is 3014 Devine St., Columbia, SC 29205

DBA/AKA Sadler Insurance Agency in CA License #0B57651, Sadler & Company of SC, Inc. - Arkansas (Lic. #254179), Sadler Agency- New York (PC-532473, LA-532473 and BR-532473), Sadler and Company - Vermont (License #577), DBA S&C Agency, Inc in KY (Lic. #624039) Sadler and Company, Inc. in MN (Lic. #20499566), S&C Agency, Inc. (Sadler & Company, Inc.) in OH (Lic. #33890), Sadler & Company Insurance Agency, Inc. in UT (Lic. #105192)

**FOR NEW ACCOUNTS ONLY**

Do you have current coverage in place?  Yes  No

If no, please check/explain:

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

If yes:

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

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

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

c) In the past 4 years, have you had any losses?  Yes  No

If yes, please provide current loss runs with at least 4 years of loss history, including your current year. In addition, please describe any liability or medical claims over \$5,000 that have been paid under your insurance coverage for those years.

**Management Information:**

1. How many of your employees are certified in CPR? \_\_\_\_\_ First Aid? \_\_\_\_\_
2. Indicate the percentage of your trainers/instructors who are certified through an industry-recognized certification organization? 100%  80%  60%  40%  20%  0%
3. Does the facility have an Automated External Defibrillator (AED)?  Yes  No
4. Does your state require you to provide an AED?  Yes  No
5. Do you have AED trained staff on duty during open hours?  Yes  No
6. Do you have written medical emergency and evacuation procedures in place?  Yes  No
7. Are employees, instructors, trainers available in each area of the facility for supervision, spotting and emergencies?  Yes  No
8. Do any of your instructors provide outside services on your clubs behalf?  Yes  No  
If yes, explain: \_\_\_\_\_

**Facility Information:**

1. What is the square footage of your facility(s)? Loc 1: \_\_\_\_\_ Loc 2: \_\_\_\_\_
2. Do you have locations outside of the U.S.?  Yes  No
3. Is club staffed at all times during open hours?  Yes  No
4. Do you inspect/perform maintenance on equipment at least on a monthly basis?  Yes  No
5. Is all equipment serviced per the manufacturer's requirements?  Yes  No
6. Is signage used throughout the facility to indicate proper use of equipment, club features and off-limit areas?  Yes  No
7. Are there GFI protectors on all outlets in all locker/shower/wet areas?  Yes  No
8. Please indicate all services offered at your facility(s):
 

<input type="radio"/> Aerobics/Step Aerobics	<input type="radio"/> Cryogenic chambers/therapy	<input type="radio"/> Pro Shop
<input type="radio"/> Aerobic Mini Trampoline	<input type="radio"/> Diet Center/Weight Control Services	<input type="radio"/> Racquetball Courts
<input type="radio"/> Basketball/Volleyball Courts	<input type="radio"/> Free Weights	<input type="radio"/> Restaurant
<input type="radio"/> Cardio Kick Boxing/Boxercise	<input type="radio"/> Handball Courts	<input type="radio"/> Running Tracks
<input type="radio"/> Camp Programs	<input type="radio"/> Jacuzzis	<input type="radio"/> Snack/Juice Bar
<input type="radio"/> Card Key Clubs (Complete 24-hour key card supplement)	<input type="radio"/> Martial Arts (non-contact only)	<input type="radio"/> Sports programs/leagues Type: _____
<input type="radio"/> Circuit Training/CardioEquip	<input type="radio"/> Masseur/Masseuse	<input type="radio"/> Steamrooms/Saunas
<input type="radio"/> Cold Plunge	<input type="radio"/> Ninja/Parkour/Obstacle Course	<input type="radio"/> Tanning Units No. of beds _____
<input type="radio"/> CrossFit Kids	<input type="radio"/> Nursery/Babysitting	<input type="radio"/> Tennis Courts (INDOOR)
<input type="radio"/> CrossFit	<input type="radio"/> Play grounds/area	<input type="radio"/> Tennis Courts (OUTDOOR)
<input type="radio"/> Other (please describe): _____		<input type="radio"/> Whirlpools/Spas
9. Are all members required to sign waivers?  Yes  No

### Facility Information (continued):

10. Are all participants required to become members of your facilities?  Yes  No  
If no, please explain: \_\_\_\_\_
11. Do you host any events that are open to the public? If yes, please explain: \_\_\_\_\_
12. Do you have any club-sponsored teams or leagues that compete outside of your facility and/or against other clubs?  Yes  No
13. Indicate if you have any of the following Ineligible Services/Operations or  Check here if none apply.
- |   |  |
|---|--|
| <input type="radio"/> Annual sales greater than \$2,000,000 | <input type="radio"/> Ice/inline/roller skating (including skating treadmills) |
| <input type="radio"/> Beauty/hair salon services            | <input type="radio"/> Medical, therapy or health care services                 |
| <input type="radio"/> Blood analysis                        | <input type="radio"/> Physical therapy, physicals or stress testing            |
| <input type="radio"/> Drop-off child care services          | <input type="radio"/> Rock climbing walls                                      |
| <input type="radio"/> Full-size trampolines                 | <input type="radio"/> Sports medicine, rehabilitation and/or therapy services  |
| <input type="radio"/> Gymnastic and/or cheer classes        | <input type="radio"/> Swimming pools/lap pools                                 |
14. Nursery/babysitting services  Check here and skip questions if services are not offered
- Are parents required to sign children in and out of the nursery?  Yes  No
  - Are waivers signed by parent/guardian?  Yes  No
  - Are staff members CPR and first aid trained?  Yes  No
  - Are parents to remain in the facility while children are in your care?  Yes  No
  - Does your employment application ask the staff applicant if they have ever been convicted of a crime?  Yes  No
  - Is the nursery staff trained in policies applicable to the prevention of child/sexual abuse?  Yes  No
  - Do the procedures require that known or suspected abuse incidents must be reported to law enforcement?  Yes  No
15. Restaurant or snack/juice bar/vending  Check here and skip questions if services are not offered
- Indicate the exposure  Restaurant  Snack/juice bar  Vending machines
  - Is it open to the general public?  Yes  No
  - Are deep fryers/grills protected by an automatic extinguishing system?  N/A  Yes  No  
If yes, are they inspected at least once a month?  Yes  No
16. Tanning  Check here and skip questions if services not offered
- Is a tanning waiver & release signed by each participant?  Yes  No
  - Are warnings and photosensitizing medications posted in and around the tanning area?  Yes  No
  - Do employees control the timing of the tanning beds?  Yes  No
  - Are protective eye goggles required to be worn?  Yes  No
  - Do employees clean/disinfect the tanning beds after every use?  Yes  No
  - Is tanning available only to members?  Yes  No
17. Sauna/steam room/whirlpool/hot tub  Check here and skip questions if services are not offered  
Check all that apply:  Sauna  Steam room  Whirlpool  Hot tub
- Are the above monitored for usage during open hours?  Yes  No
  - Are rules posted regarding the proper use and safety precautions?  Yes  No
  - Do the above heating elements have a protective cover to prevent burns?  Yes  No
  - Are all manufacturer recommendations followed for the above usage?  Yes  No
  - If applicable, does your whirlpool or hot tub currently meet the requirements of the Title XIV of public Law 110-140, known as the "Virginia Graeme Baker pool and spa safety act" as Enacted on 12/18/08?  Yes  No

**Facility Information (continued):**

18. Massage Therapy  Check here and skip question if services are not offered.
- a. How many massage therapists work in your operations?  
 # of Employed Therapists: \_\_\_\_\_  
 # of Subcontracted/independent contractor therapists: \_\_\_\_\_
- b. Are all massage therapists required to complete at least one of the following?  Yes  No
- State licensing/certification
  - Board Certification
  - Education & Training with an Accredited School
  - Membership & Training through a Professional Association
19. Pro shop  Check here and skip questions if services are not offered
- a. Do you sell nutritional products or fitness equipment (manufactured by someone else) under your own label/brand?  Yes  No
- If yes, does the manufacturer carry products liability coverage?  Yes  No
- b. Do you manufacture or produce any nutritional products/fitness equipment?  Yes  No
20. Martial arts/kickboxing  Check here and skip questions if services are not offered
- a. Are the styles of martial arts/kickboxing offered fitness and/or non-contact based?  Yes  No
- b. Is the instructor certified/experienced in martial arts?  Yes  No
- c. Do you offer structured classes in martial arts or MMA training?  Yes  No
- d. Are bladed weapons used?  Yes  No
21. Do you contract any services and/or lease out any space within your facility?  Yes  No
- If yes, do you require them to carry their own insurance and name you as an additional insured?  Yes  No
22. Do you have any independent contractors (non-employees) working at your facility?  Yes  No
- If yes, how many? \_\_\_\_\_



## 24 Hour Key Card/Key Pad/Key Code Access Facilities

This section **MUST** be completed for any location/facility that allows members 24-hour access-code entry to the premises. Certain operations are not eligible for coverage by this program. We reserve the right to decline any request for coverage.  Check here and skip questions if no 24-hour (non-staffed) access is offered.

1. Is this location staffed at any time during peak attendance hours?  Yes  No  
If yes, what are the staffed hours \_\_\_\_\_
2. Are minors (under age 18) allowed in at anytime without a parent or guardian?  Yes  No
3. What is the minimum age for a member? \_\_\_\_\_

### EGRESS / INGRESS

1. What type of entry access system is in place?  Key Card  Key Pad  Key Code
2. Do they have a tailgate detection system, which detects more than one person entering at a time?  Yes  No
3. Is the entry to the facility monitored by video?  Yes  No
4. Does the system sound an audible alarm to notify the member of an infraction?  Yes  No
5. Is the club owner notified of a tailgate infraction?  Yes  No
6. Is the exit a free-exit mechanism (i.e. paddle or crash bar)?  Yes  No
7. Is this a mechanical device and not an electrical device so that in the event of power failure, the member's ability to exit the facility will not be inhibited?  Yes  No

### SECURITY

1. Is the facility monitored with security cameras?  Yes  No
2. How is the video surveillance monitored? \_\_\_\_\_
3. How long are the security tapes maintained? \_\_\_\_\_
4. How often are they reviewed? \_\_\_\_\_
5. Is the security system a multi-zone system with 24 hour surveillance?  Yes  No
6. Are signs posted throughout the facility informing members they are being monitored by video surveillance cameras?  Yes  No

### EMERGENCY

1. Does the insured have wireless emergency devices to be worn by members?  Yes  No
2. Is information concerning the personal emergency device provided to the members?  Yes  No
3. Do they also have emergency pull stations positioned on the walls of the facility for easy use?  Yes  No  
If emergency response is dispatched to the facility when non-staffed, how will they obtain access to the building? \_\_\_\_\_
4. Are the security systems/emergency devices tested regularly?  Yes  No
5. Is there a first aid kit visibly displayed for easy access?  Yes  No
6. If the power goes out at the facility, is there wired emergency lighting for safe egress?  Yes  No

### FACILITY

1. What type of equipment is available for use in the facility? \_\_\_\_\_
2. Are there any locker rooms and/or changing rooms?  Yes  No
  - a. If yes, do they have showers?  Yes  No
  - b. Do the doors to these areas lock for privacy and safety?  Yes  No
3. Are there separate lockers rooms/changing rooms for men and women?  Yes  No
4. Are your facility's policies and membership guidelines posted within the facility?  Yes  No

### TANNING

1. Is there tanning services at this location?  Yes  No
2. Is tanning available for use during non-staffed hours?  Yes  No
3. How is the tanning being monitored during non-staffed hours? \_\_\_\_\_

### SAUNA/STEAM ROOM/WHIRLPOOL/HOT TUB

1. Are there saunas/steam rooms/whirlpools/hot tubs at this location?  Yes  No
2. Are they available for use during non-staffed hours?  Yes  No
3. Are the sauna(s)/steam room(s)/whirl pools/hot tubs monitored/locked to prevent access during the non-staffed hours?  Yes  No

**Step 1** Provide total gross annual sales for each category to obtain total annual sales

- Membership fees \$ \_\_\_\_\_  
(exclude revenue from initiation/sign up fee)
  - Snack/juice bar \$ \_\_\_\_\_
  - Pro shop sales \$ \_\_\_\_\_
  - Restaurant \$ \_\_\_\_\_
  - Tanning \$ \_\_\_\_\_
  - Liquor (if any) \$ \_\_\_\_\_
  - Massage therapy \$ \_\_\_\_\_
  - Sports programs \$ \_\_\_\_\_
  - Other revenue \$ \_\_\_\_\_  
(describe \_\_\_\_\_)
- Total Annual Sales (add all lines above) ..... \$ \_\_\_\_\_**

**Step 2** Check if a higher liability (CGL) limit is needed and to obtain a quote.

Limit requested: \$ \_\_\_\_\_ Quoted Premium Due: \$ \_\_\_\_\_ (Office Use Only)

**Step 3** Calculate Premium

<b>On-site and Off-site Health Club Coverage</b>				
Coverage applies to the operations of the health club at their own insured location(s) and also extends to their operations conducted at locations owned/operated by others.				
Type of Facility	<input type="radio"/> Option 1 - \$1,000,000 CGL Limit Min. Prem. = \$1,650	<input type="radio"/> Option 2 - \$2,000,000 CGL Limit Min. Prem. = \$2,750		
Health Club-staffed with defined hours	\$.00685		\$.01028	
CrossFit Affiliate-staffed with defined hours	\$.0091		\$.01365	
24-hour Key card/pad/code Health Club	\$.01365		\$.02048	
<b>Total Annual Sales</b>	<b>X</b>	<b>Rate</b>	<b>=</b>	<b>Premium</b>
\$ _____	X	\$ _____	=	\$ _____
<b>Minimum Premium</b> Please enter minimum premium from above.				\$ _____
<b>Program Premium</b> If the total calculated premium is less than the minimum premium, the premium due is the minimum premium.				\$ _____ (A)

**Liability for Independent Contractors (non-employees) Coverage**

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

Coverage for these instructors only applies while they are conducting activities on behalf of your health club. You must choose the same limit option that was selected for your health club above.

<b>Option 1 - \$1,000,000 CGL Limit</b>	<input type="radio"/> \$300.00
<b>Option 2 - \$2,000,000 CGL Limit</b>	<input type="radio"/> \$450.00

### Equipment and Contents Coverage (Inland Marine)

TO AVOID A CO-INSURANCE PENALTY, YOU MUST INSURE 100% OF THE REPLACEMENT COST OF YOUR EQUIPMENT AND CONTENTS FOR ALL OF YOUR LOCATIONS.

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

**Step 1: Fill in the values to determine your total replacement cost amount for ALL locations**

Individually list any items with values over \$5,000	Value
_____	\$ _____
_____	\$ _____
_____	\$ _____

Provide values for categories below

(DO NOT include those values already shown above)

**Supplies & Inventory** (office supplies, items held for sale) \$ \_\_\_\_\_

**Equipment & Contents** (athletic equipment, electronics, furniture, non-structural glass, phone/fax system, office contents, etc.) \$ \_\_\_\_\_

**Improvements & Betterments** (items you have installed or altered at your expense, such as flooring, mirrors, ceiling tile, window treatments, lighting, shelving, etc.) \$ \_\_\_\_\_

**Signs** (indoor or outdoor) \$ \_\_\_\_\_

**Misc. Equipment** – please describe \_\_\_\_\_ \$ \_\_\_\_\_

**Total replacement value for all location(s)** (add all lines above) \$ \_\_\_\_\_

**Step 2: Complete ONLY if your replacement cost value is over \$100,000**

1. Please describe the building type your equipment is stored in (e.g.: frame or fire resistive warehouse)  
\_\_\_\_\_
2. Do you have a security system in place:  Yes  No
  - a. If yes, please describe: \_\_\_\_\_
3. Is any other operations, besides your own, or equipment of others stored in the same facility in which you store your equipment?  Yes  No
  - a. If yes, please describe: \_\_\_\_\_
4. Please attach a complete inventory list with values of each item

**Step 3: Calculate premium**

(If total calculated premium is less than the minimum premium, the total premium due is the minimum premium)

**Equipment and Contents Premium**

**My total replacement value is between \$1 – \$10,000**

(\$250 deductible will apply)

$$\begin{array}{rcl}
 \$ .03 \times \$ \underline{\hspace{2cm}} & = & \$ \underline{\hspace{2cm}} \quad \$ \underline{\hspace{2cm}} \text{ (C)} \\
 \text{Total Replacement Value} & & \text{Equipment and Contents Premium} \\
 & & (\$100.00 \text{ minimum premium applies})
 \end{array}$$

**My total replacement value is over \$10,000**

(A \$1,000 deductible applies to values from \$10,001 - \$100,000 and a \$2,500 deductible applies to values over \$100,000)

$$\begin{array}{rcl}
 \$ .026 \times \$ \underline{\hspace{2cm}} & = & \$ \underline{\hspace{2cm}} \quad \$ \underline{\hspace{2cm}} \text{ (C)} \\
 \text{Total Replacement Value} & & \text{Equipment and Contents Premium} \\
 & & (\$100.00 \text{ minimum premium applies})
 \end{array}$$

**Sexual Abuse or Sexual Molestation Liability Coverage OR  
Abuse, Molestation or Harassment or Sexual Conduct Defense Cost Reimbursement**  
Coverage is contingent upon underwriting review and approval of the following questionnaire.

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

1. Does your organization currently have employees, volunteers or independent contractors?  Yes  No  
The term "Volunteers" means someone, including parent volunteers, who exerts control over or supervises participants.
2. Have any claims, allegations or charges of abuse, molestation or sexual misconduct been made against you or your organization or anyone working on behalf of your organization?  Yes  No  
If yes, please explain: \_\_\_\_\_
3. Are you aware of any occurrences that could lead to a claim?  Yes  No  
If yes please explain: \_\_\_\_\_
4. Do you, your organization or sanctioning/governing body have written procedures in place regarding the prevention and mitigation of abuse, molestation or sexual misconduct?  Yes  No  
If yes:
  - a. Do the procedures require that known or suspected abuse incidents must be reported to law enforcement?  Yes  No
  - b. Are written procedures provided or available to each employee, volunteer, independent contractor or sanctioning/governing body member?  Yes  No
  - c. Does your written plan include reasonable procedures to limit one-on-one interactions between a minor and an adult (who is not the minor's legal guardian) to those that are observable by another adult and within an interruptible distance, except under emergency circumstances?  Yes  No
5. Please complete the following questions regarding employee, volunteer, or independent contractor screening controls used by your organization.  
 Check here and skip the chart below if you have no employees, volunteers, or independent contractors

Please Complete All Questions The term "Volunteers/Independent contractors" in the following questions means someone who exerts control over or supervises participants.	Employees (Check Here if No Employees <input type="radio"/> )	Volunteers/Independent contractors (Check Here if No Volunteers/Independent contractors <input type="radio"/> )
Are employee/volunteer applications required? If yes, does the application include questions about whether the individual has ever been convicted for any crime involving physical violence or sex related offenses? If yes and applicant checks yes, do you reject the applicant?	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No
Are background checks provided by a third party vendor/service? If yes, do you reject an applicant with any history of physical violence or sex related offenses?	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No

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

**Premium Calculation - continued to next page**

**OPTIONAL COVERAGES PREMIUM CALCULATION CONTINUED**

<b>OPTIONAL COVERAGES PREMIUM CALCULATION CONT.</b>	6. Calculate premium:		
	<b>Sexual Abuse or Sexual Molestation Liability Coverage OR Abuse, Molestation or Harassment or Sexual Conduct Defense Cost Reimbursement Rates</b>		
	<input type="radio"/> <b>Option 1 - \$100,000</b> Abuse, Molestation, Harassment or Sexual Conduct Defense Cost Reimbursement	\$100.00 (D)	
	<input type="radio"/> <b>Option 2 - \$1,000,000</b> Sexual Abuse or Sexual Molestation Liability	<b>Facility Type</b>	<b>On-Site and Off-Site</b>
		Health Club-staffed with defined hours	\$.00137
CrossFit Affiliate-staffed with defined hours		\$.00182	
24-hour Key car/pad/code Health Club		\$.00273	
$\begin{matrix} \$ & & \times & \$ & & = & \$ & & \text{D} \\ \text{Rate} & & & \text{Annual Sales} & & & \text{Premium} & & \\ \text{(see above)} & & & \text{(page 10)} & & & \text{(\$150.00 min. prem. applies)} & & \end{matrix}$			

<b>TOTAL COST SUMMARY</b>	Program Premium (Required Coverage)	\$	(A)
	Liability for Independent Contractors Premium (Optional Coverage)	\$	(B)
	Equipment and Contents Premium (Optional Coverage)	\$	(C)
	Sexual Abuse/Sexual Molestation Premium: (Optional Coverage) <input type="radio"/> \$100,000 Defense Reimbursement Only OR <input type="radio"/> \$1,000,000 Liability Limit	\$	(D)
	<b>Subtotal Due (add lines A thru D)</b>	\$	(E)
	Risk Purchasing Group Administration Fee (REQUIRED to process enrollment)	\$ 15.00	(F)
	<b>Total Cost Due (add lines E &amp; F)</b>	\$	

**COSTS ARE 20% FULLY EARNED AND NON-REFUNDABLE/NON-TRANSFERRABLE  
ONCE COVERAGE BEGINS\***

**COVERAGE IS CONTINGENT UPON RECEIPT OF PAYMENT AND A FULLY COMPLETED ENROLLMENT.  
NO COVERAGE WILL BE DEEMED IN EFFECT UNTIL THE ACCURATE PAYMENT IS RECEIVED  
BY THE COMPANY OR THEIR REPRESENTATIVE.**

**CANCELLATIONS/CHANGES CAN ONLY BE MADE  
BY THE NAMED INSURED.**

\*See pages 2 - 4. Liquor Liability, Liability for Independent Contractors and Sexual Abuse/Sexual Molestation options are 100% fully earned at inception.

Once your enrollment form is approved, you will receive a Certificate of Insurance as evidence that coverage is bound. **Complete this section if you require additional certificates listing a facility, property owner or similar third-party as an additional insured on your policy. Provide a separate request for each additional certificate needed.**

**Note: Please request all additional insureds needed for this policy term. Additional insureds from the expiring policy term will not be automatically renewed.**

1. When is this certificate needed? : \_\_\_\_/\_\_\_\_/\_\_\_\_

2. This certificate is for:  General Liability Coverage

All locations

Specific location(s): \_\_\_\_\_

Equipment & Contents/Inland Marine Coverage (if applicable)

3. What is the additional insured's relationship to you?  Owner/manager/lessor of premises (facility or venue)

Sponsor  Co-promoter  Lessor of equipment/contents (liability)  Loss Payee (equipment/contents)

Other (please identify/explain): \_\_\_\_\_

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

4. Certificate holder/additional insured name: \_\_\_\_\_

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

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

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

If yes, check all that apply:  CG2026  Primary  Waiver of subrogation

Other (please explain): \_\_\_\_\_

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

6. For Loss Payee: Type of equipment (please describe): \_\_\_\_\_ Replacement cost value: \_\_\_\_\_

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

The following exclusions are contained in the commercial general liability coverage provided by this program. Abuse, molestation, harassment or sexual conduct (unless optional coverage is purchased); Acupuncture; Aircraft/hot air balloon; Airport; Amusement devices (the ownership, operation, maintenance or use of: any mechanical or non-mechanical ride, slide, or water slide, any inflatable recreational device, any bungee operation or equipment, any vertical device or equipment used for climbing-either permanently affixed or temporarily erected, or dunk tank. Amusement devices do not include any video or computer games or any device that is specifically designated for the training or instruction of the activity for which you are enrolled.); Animals (injury or death to, or injury, death or property damage caused by any animal owned, rented or hired by you); Any adult-themed parties/meetings/trips, including, but not limited to parties/meetings, trips during which demonstration of products and/or services used in the adult entertainment industry takes place; Asbestos; The sport of boxing (contact/sparring); Commercial general liability standard exclusions (CG0001 04/13 edition); Communicable disease; Cryogenic chambers/therapy; Cycling (other than stationary); Designated Professional Services: Professional services performed by a physician, nurse or chiropractor; Psychiatric treatment; Electrolysis hair removal; Ear piercing; Prescription or dispensing of medication or drugs or stimulants or any kind; Performance of medical diagnostic or testing services which involve or service a prerequisite to examination of bodily fluids or tissue; Employment-related practices; Events, competitions, tournaments, camps/clinics conducted or sponsored by, or on behalf of the insured, unless reported and approved by us; Fireworks; Fitness/Exercise operations related, in whole or in part, to performance as an exotic dancer or any similar occupation in the adult entertainment industry; Fungi or bacteria; Haunted attractions; Instruction/activity held on or in open water (e.g.: lakes, ponds, ocean); Lead; Limitation of coverage for tanning equipment – Coverage does not apply to bodily injury to the eyes caused by rays emitted by tanning equipment; bodily injury in whole or part, by customer regulation or tanning equipment timing controls; bodily injury caused by exposure to any carcinogen; Medical expense for athletic/recreation participants; Medical expense for children in nursery/babysitting environment; Nuclear energy liability; Parkour/Ninja/Obstacle Course programs or facilities; Performers; Rodeos; Saddle animals; Sale or distribution of medicinal and/or herbal products; Snowmobile; Transportation of participants/members; Violation of statutes that govern e-mails, faxes, phone calls, or other methods of sending material or information; The sport of wrestling; Those operations listed as ineligible: Beauty/hair salon services; Blood analysis; Dance facilities; Drop-off child care services; Full-size trampolines; Gymnastics and/or cheer facilities or classes; Ice/inline/roller skating (including skating treadmills); Martial arts facilities; Medical, therapy or health care services; Physical therapy; physicals or stress testing; Rehabilitation and/or therapy services; Rock climbing walls; Sports medicine; Swimming pools/lap pools.

**Electronic Disclosure and Consent and Warranty**  
**PLEASE READ, COMPLETE #9 BELOW, 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.

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](http://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: \_\_\_\_\_

IMPORTANT INFORMATION. PLEASE READ AND SIGN.

WARRANTY & DISCLOSURE

**Warranty and Disclosure Statement:** I understand that the insurance company, in determining whether to provide insurance coverage, will rely on the information contained in this form and all other information being submitted. I hereby warrant, represent and confirm that, to the best of my knowledge, all information provided is complete, true and correct.

I am aware that the insurance company expects accurate reporting for my premium calculation, and should my figures exceed my estimates during the coverage term I will make arrangements to pay the additional premium. I understand that my book and records may be examined or audited by the insurance company at any time during the coverage period and up to three years thereafter. Intentional misrepresentation or misreporting may jeopardize coverage. We reserve the right to decline/void any ineligible coverage.

I further acknowledge that, I have reviewed all information provided with this enrollment form and understand the exclusions which apply, as well as the activities and operations for which coverage is not provided.

**Applicant Business name** (from page 5): \_\_\_\_\_

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

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

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

**AGENTS: YOU MUST CONTINUE TO NEXT PAGE AND COMPLETE AGENT WARRANTY SECTION**  
**Enrollments cannot be accepted unless this section is completed**

**AGENTS:**

Please complete the information below.

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

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

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

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

I 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 by us, I will provide with reasonably satisfactory evidence of all of the above mentioned items.

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

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

**Applicable in AL**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

**Applicable in AR, LA, MD, 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 DC**

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**Applicable in FL**

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.

**Applicable in KY**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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.

**Applicable in ME, TN, 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 NM**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**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 NY**

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 shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**Applicable in OH**

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Applicable in OK**

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**Applicable in 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.

**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 VA**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of benefits.

FRAUD APPS (2019/11)



## PAYMENT PLAN OPTIONS

**Step 1: Select Payment Plan:** Check one.

- 100% Plan** - 100% of the total premium is due to bind coverage
- 30% / 70% Plan**
- 30% of the total premium + \$15 RPG fee is due to bind coverage
  - The balance of the premium (70%) will be due within 30 days of the effective date
- 25% + 3 Plan**
- 25% of the total premium + \$15 RPG fee is due to bind coverage
  - The balance of the premium will be due in (3) consecutive monthly installments

**Step 2: Select future installment option:** Check one.

- Please mail me an invoice for any future balance/installments
- If paying by credit card, please automatically charge my credit card provided below for any outstanding balances or installments.

**Step 3: Making your Payment:**

- Pay by check:** (Payable to Sadler & Company, Inc.)

• **Mail**

Sadler & Company, Inc.  
P.O. Box 5866  
Columbia, SC 29250

- Pay by credit card:**

- **Fax** 1-803-256-4017

**OR**

- **Mail** See above for mailing address

- VISA     MASTERCARD     DISCOVER     AMERICAN EXPRESS

Card number: \_\_\_\_\_

CSC # (card security) code: \_\_\_\_\_ Expiration date: \_\_\_\_\_

I authorize K&K Insurance Group, Inc. to charge my payment to my credit card in the amount of \$ \_\_\_\_\_

Print name (as on card) \_\_\_\_\_

**Cardholder signature:** \_\_\_\_\_

Cardholder phone number: (\_\_\_\_\_) \_\_\_\_\_

**For your security, we cannot accept credit card payments via e-mail. Please fax or mail only.**

FATCA Notice: Please go to [Aon.com/FATCA](http://Aon.com/FATCA) to obtain appropriate W-9.