

# DIRECTORS & OFFICERS LIABILITY

## APPLICATION FOR NON-PROFIT SPORT ORGANIZATIONS

Carrier: A+ rated by AM Best Company

**IMPORTANT: All questions MUST BE ANSWERED and the questionnaire SIGNED BY AUTHORIZED REPRESENTATIVE**  
 FILL IN BOXES BELOW – Please Print or Type – Use Black Ink

<b>Organization Name:</b>			
<b>Authorized Representative:</b>		<b>County:</b>	
<b>Mailing Address:</b>			
<b>City:</b>		<b>State:</b>	<b>Zip:</b>
<b>Home Phone: ( )</b>		<b>Daytime Phone: ( )</b>	<b>Fax #: ( )</b>
<b>Email:</b>		<b>Website:</b>	

I AM A NEW ACCOUNT     I AM RENEWING MY COVERAGE

Did your League purchase a D&O Policy LAST YEAR from an insurance agency OTHER THAN Sadler & Company?

YES     NO    (If YES, enclose a copy of the policy with this application.)

**Annual Revenue:** \_\_\_\_\_ **Number of Employees:** \_\_\_\_\_ **Number of Volunteers:** \_\_\_\_\_

IMPORTANT NOTE: 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 THE DISCOVERY PERIOD IF EXERCISED.

**TWO OPTIONS: CHOOSE THE LIMIT OF COVERAGE YOU WISH TO PURCHASE:**

<input type="checkbox"/>	\$1,000,000 Limit Per loss/Per policy year	\$1,000 Deductible Per Claim	\$300 premium (+\$5 NSLPA fee)
<input type="checkbox"/>	\$2,000,000 Limit Per loss/Per policy year	\$1,000 Deductible Per Claim	\$450 premium (+\$5 NSLPA fee)

Would you like to increase the limit of Cyber Privacy & Client Identity Theft?  Yes     No    (Include \$60)

- Network Remediation - \$25,000
- Loss or theft of client personal information - \$25,000 per person with \$100,000 aggregate

**Policy period: Effective only upon underwriting and acceptance by the insurance company.**

**Coverage expires 12:01 am on the Expiration Date**

**PREMIUM CALCULATION**

\$300 / \$450 (Circle) + \$5 NSLPA fee + \$60 Increase of Cyber Privacy/Client Identity Theft (if applicable) = \_\_\_\_\_ **DUE**

**WITHIN THE SCOPE OF THIS PROPOSED INSURANCE:**

a) There has not been any claim made, or is there any now pending, against any corporation or persons proposed for this insurance, except as follows:

Check here if none  / If yes, give complete details on separate sheet of paper.

b) No claim that would fall within the scope of the proposed insurance has been made against any person or entity proposed for this insurance (including without limitation any claim against such person or entity for any employment practice, as described in the proposed insurance, or any complain any such person or entity before the Equal Employment Opportunity Commission or any similar state or local authority), except as follows (include the loss payment and defense cost)

Check here if none  / If yes, give complete details on separate sheet of paper.

c) No person or entity proposed for this insurance is cognizant of any fact, circumstance or situation (including without limitation any suspected or threatened claim against any such person or entity for employment practice, as described in the proposed insurance, or any suspected or threatened complaint against any such person or entity before the Equal Employment Opportunity Commission or any similar state or local authority) which might afford grounds for any claim that would fall within the scope of the proposed insurance.

Check here if none  / If yes, give complete details on separate sheet of paper.

**If Purchaser's Coverage Is Non-Renewed, The Carrier Shall Endeavor, But Shall Not Be Required, To Provide Purchaser With Prior Notice Of Non-Renewal Equal To The Time Allotted By Purchaser's Domiciliary State. By Signing The Application, Purchaser Acknowledged: (1) That This Evidence Of Insurance (Hereinafter "EOI") Shall Be Non-Renewed Effective The Expiration Date; And, (2) That, Upon The Expiration Of Purchaser's EOI, The Carrier May Offer A Renewal, But Reserves The Rights, Because Of Aforesaid Non-Renewal, To Change The Terms & Conditions Of Coverage As Compared With The Expiring Coverage.**

<b>Date:</b>	<b>Signature:</b>	<b>Authorized Representative</b>
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**If Applicable - SUBMITTING AGENT:**

**NOTE: Agents do not have authority to bind coverage, issue binders or certificates of insurance on behalf of this program.**

<b>Agency Name:</b>			
<b>Contact Person:</b>			
<b>Mailing Address:</b>			
<b>City:</b>		<b>State:</b>	<b>Zip:</b>
<b>Email:</b>		<b>Phone:</b>	<b>Fax:</b>

# DIRECTORS & OFFICERS LIABILITY - For Non-Profit Sports Organizations

## PLAN DESCRIPTION

**(The Accident/General Liability Policy Must Be Purchased From Sadler & Company To Qualify For These Coverages)**

### NEEDED PROTECTION:

Leagues 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 lawsuits that arise out of "bodily injury" or "property damage" whereas a D&O Policy covers certain lawsuits that arise out of actual or alleged wrongful acts in the running of a league.

### WHO IS COVERED:

The local sports organization itself, Directors, Officers, and other volunteers including Coaches, Managers, Umpires/Referees, Scorekeepers, and Committee Personnel while operating on behalf of the covered organization.

### COVERAGE:

Coverage is provided for "Wrongful Acts" or "Errors and Omissions" 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 enforce rules or bylaws                               |
| * Failure to deliver services                         | * Violation of State and Federal Laws (Anti Trust, IRS, EEOC)      |
| * Failure to properly manage league financial affairs | * Suppression of First Amendment Rights (speech, expression, etc.) |

<b>LIMIT OF COVERAGE OPTIONS:</b>	<b>\$1,000,000 Limit</b> <b>Per Loss / per policy year</b> <b>DEDUCTIBLE: \$1,000 per claim</b> <b>\$300 per year</b>	<b>\$2,000,000 Limit</b> <b>Per loss / per policy year</b> <b>DEDUCTIBLE: \$1,000 per claim</b> <b>\$450 per year</b>
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### Directors & Officers Liability - Enhancements

Cyber Privacy and Client Identity Theft included:

- Network Remediation - \$5,000
- Loss or theft of client personal information- \$2,500 per person with \$25,000 aggregate.

*\*NOTE: Higher limits are available for an additional premium of \$60.*

- Network Remediation - \$25,000
- Loss or theft of client personal information - \$10,000 per person with \$100,000 aggregate.

**Only one charge is required when a single league entity operating under the same articles/bylaws, oversees multiple organizations.**


**PLEASE NOTE: Premium is fully earned at inception, and there are no provisions for refunds.**

**You must enclose a \$5.00 annual membership fee (in addition to above insurance premiums) to join the National Sports Lawsuit Protection Association (NSLPA). THIS FEE MUST BE PAID BEFORE COVERAGE CAN BE EFFECTIVE.**

**NOTE: THIS PROTECTION IS IN ADDITION TO AND DOES NOT REPLACE THE BODILY INJURY OR PROPERTY DAMAGE LIABILITY COVERAGE THAT IS AVAILABLE IN A GENERAL LIABILITY POLICY.**

**If Purchaser's Coverage Is Non-Renewed, The Carrier Shall Endeavor, But Shall Not Be Required, To Provide Purchaser With Prior Notice Of Non-Renewal Equal To The Time Allotted By Purchaser's Domiciliary State. By Signing The Application, Purchaser Acknowledged: (1) That This Evidence Of Insurance (Hereinafter "EOI") Shall Be Non-Renewed Effective The Expiration Date; And, (2) That, Upon The Expiration Of Purchaser's EOI, The Carrier May Offer A Renewal, But Reserves The Rights, Because Of Aforesaid Non-Renewal, To Change The Terms & Conditions Of Coverage As Compared With The Expiring Coverage.**

### SUBMIT PAYMENT WITH COMPLETE/SIGNED APPLICATION

AGENT INFO	Sadler & Company Inc. PO Box 5866, Columbia SC 29250 Agent: John Sadler (P) 800-622-7370 (F) 803-256-4017 Email: sport3@sadlersports.com	
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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 #19495) / Sadler and Company-VT (License #577)

***This brochure is not a solicitation but only a description of this insurance program. The precise coverage afforded is subject to the terms, conditions and exclusions of the policies as issued. Refer all questions to Sadler & Company, Inc. (803)-254-6311 OR Toll-Free (800)-622-7370.***