

# YOGA INSTRUCTOR

# Insurance Program and Enrollment Form

This brochure is valid for effective dates of 1/1/24 through 12/31/24

## PROGRAM DESCRIPTION

This insurance program has been specifically designed to meet the unique needs of a U.S.-based yoga instructor directly supervising an individual or group engaged in fitness and exercise activities.

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

This program does not provide coverage for the operation, ownership or maintenance of a fitness, sports, or dance facility. For information regarding coverage for a facility, please call us.

## **INELIGIBLE OPERATIONS**

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

- · Certified athletic trainers
- · Coaching of organized competitive athletic teams
- Instructors under the age of 18
- · Instruction of sports skill activities
- Instructor's employment as an exempt or a nonexempt employee of a school, university or college
- Fitness instruction other than YOGA (unless the optional coverage for instruction of other types of fitness instruction is purchased)

### **NOTABLE EXCLUSIONS**

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

- Abuse, molestation, or exploitation
- Amusement devices (e.g.: rides, slides, inflatables, bungees, climbing wall, dunk tanks)
- · Communicable disease
- Cryogenic chambers/therapy
- · Cyber incident, data compromise and violation of statutes related to personal data
- Cycling (other than stationary)
- Employment-related practices
- · Instruction/activities held on or in open water (e.g. lakes, ponds, ocean)
- Medical, therapy or health care services
- Operation, ownership or management of a fitness, dance or sports facility
- Physicals/stress testing
- Physical therapy, massage or salon services
- Sale or distribution of herbal medicinal and/or nutritional products
- Training programs for law enforcement, public safety and military personnel
- Those operations listed as ineligible

## **ELIGIBLE OPERATIONS**

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

- Acrobatic/partner yoga
- Aerial/anti-gravity/ suspended yoga (certified instructors only)
- Ananda
- Anusara
- Ashtanga
- Dharma
- Forrest
- Hatha
- Hatha Flow
- Hot yoga

- Ivengar
- Jivamukti
- Kripalu
- Kundalini
- Mysore
- Power
- · Prenatal & Postnatal
- Restorative
- Sivananda
- · Vinyasa
- Yin

Note: Please contact us if you do not see your type of instruction listed.

## EASY WAYS TO ENROLL FOR COVERAGE



Receive coverage immediately by purchasing on-line at www.fitnessinsurance-kk.com

OR

Submit this enrollment form, with payment, to K&K.

FAX

1-260-459-5502

Regular: K&K Insurance Fitness Instructor RPG Program P.O. Box 2338

Fort Wayne, IN 46801-2338

Overnight: K&K Insurance Fitness RPG Programs 1712 Magnavox Way Fort Wayne, IN 46804

#### FOR SERVICE REQUESTS ONLY

E-MAIL

info@fitnessinsurance-kk.com

**QUESTIONS** Call **1-800-506-4856** 

This brochure is for illustrative purposes only and is not a contract of insurance. You must refer to the actual policy for complete information regarding coverage terms, conditions and exclusions as they may change from one coverage period to the next. You may request a copy of the full policy by submitting a written request to us.

### **COVERAGES AND LIMITS**

Coverage	Option 1	Option 2	Option 3	Option 4	Option 5
Each Occurrence Limit	\$1,000,000	\$2,000,000	\$3,000,000	\$4,000,000	\$5,000,000
General Aggregate (Other than Products-completed Operations)	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Products-completed Operations Aggregate	\$1,000,000	\$2,000,000	\$3,000,000	\$4,000,000	\$5,000,000
Personal and Advertising Injury	\$1,000,000	\$2,000,000	\$3,000,000	\$4,000,000	\$5,000,000
Bodily Injury to Participants Liability	\$1,000,000	\$2,000,000	\$3,000,000	\$4,000,000	\$5,000,000
Professional Liability	\$1,000,000	\$2,000,000	\$3,000,000	\$4,000,000	\$5,000,000
Damage to Premises Rented to You (Fire Legal Liability)	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Medical Expense (other than participants)	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Abuse, Molestation, or Exploitation Defense Reimbursement	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
	1				
1 Year Coverage Cost		Yog	ga instruction C	NLY	
Certified Yoga Instructor	\$105.00	\$150.00	\$400.00	\$650.00	\$900.00
Certified Yoga Instructor - Part-Time*	\$ 75.00	\$105.00	\$355.00	\$605.00	\$855.00
Non-Certified Yoga Instructor	\$115.00	\$165.00	\$415.00	\$665.00	\$915.00
Non-Certified Yoga Instructor - Part-Time*	\$ 90.00	\$128.00	\$378.00	\$628.00	\$878.00
* Part-Time = Must work 20 hours or less a week to qu	alify for Part-Tim	ne rates			
2 Years Coverage Cost		Yog	ga instruction C	NLY	
Certified Yoga Instructor	\$177.00	\$258.00	Not Available	Not Available	Not Available
Non-Certified Yoga Instructor	\$195.00	\$285.00	Not Available	Not Available	Not Available
1 Year Coverage Cost	Yoga + Other (Covers your yoga instruction + other types of fitness instruction)			tion)	
Certified Yoga Instructor	\$194.00	\$284.00	\$534.00	\$784.00	\$1,034.00
Non-Certified Yoga Instructor	\$245.00	\$360.00	\$610.00	\$860.00	\$1,110.00
2 Years Coverage Cost	Yoga + Other (Covers your yoga instruction + other types of fitness instruction)			tion)	
Certified Yoga Instructor	\$338.00	\$499.50	Not Available	Not Available	Not Available
Non-Certified Yoga Instructor	\$429.00	\$636.00	Not Available	Not Available	Not Available

Costs include premium and a \$15 risk purchasing group administration fee

Coverage provided under this program includes:

**Commercial General Liability with Enhancement Endorsement** – Coverage which protects the insured against liability claims for bodily injury and property damages arising out of premises, operations, products and completed operations and personal and advertising injury.

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

**Professional Liability** – provides protection against wrongful acts (negligent act, error, omission or breach of duty in the discharge of fitness/exercise activities) that occur under the operations of the insured.

**Abuse, Molestation, or Exploitation Defense Reimbursement** – Although claims arising out of abuse, molestation or explotation are excluded under this policy, this coverage (subject to the specific terms of this endorsement) reimburses you for up to \$100,000 for defense costs resulting from alleged abuse, molestation, or exploitation.

### FREQUENTLY ASKED QUESTIONS

Can I apply for coverage over the phone?
 Unfortunately, we are not able to accept your enrollment information over the phone at this time.
 You can apply for coverage online or by completing an enrollment form and submitting it to us via fax or mail.

#### 2. What is a general aggregate?

This is the maximum amount to be paid out in any policy period for all losses.

3. What types of yoga certifications are acceptable to obtain the premium discount?

An acceptable certification or accreditation program is one that establishes standards and guidelines for the delivery of quality and professional fitness services as well as the development of ethic statements for fitness professionals. An individual will take a series of classes with testing at the end to become a certified professional in a fitness program. Normally to maintain certification yearly continuing education classes are required. A few examples of acceptable certifications are: AFAA, ACE, NESTA, NCCPT Yoga Alliance and Yoga Fit.

4. What are certificate requests? How do I complete this section on the enrollment form?

A certificate is a document prepared by us providing you evidence of insurance. You will automatically receive a certificate providing proof of coverage once coverage is bound. You only need to complete the certificate request section if you have been asked to provide another certificate, to an entity such as the facility where you work.

5. I have been asked by the facility that I instruct at 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 policy limits have not been exhausted) under your policy with no responsibility for premium payments.

You can add an entity as an additional insured under

the certificate request section of the enrollment form.

Please remember to provide their complete name, address and relationship to you. All requests must be in writing.

# 6. Will I receive a policy after I submit the enrollment form?

No. 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 insurance company. Submission of this enrollment form confirms your desire to receive coverage through the RPG. Each member receives their own certificate of insurance as their evidence of coverage. The limits of insurance apply individually to each member—there are no shared limits of liability with any other members. A copy of the RPG master policy can be requested in writing to: K&K Insurance Group, Inc. 1712 Magnavox Way, Fort Wayne, IN 46804

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

Coverage does extend to incidental 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 - Yoga Instructor Insurance**

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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 4 11) with payment

GENERAL INFORMATION			
O I am a new account O I am i	enewing my coverag	ge	
Instructor's name (as it should appe	ear on the policy):	First name	Last name
Doing business as (DBA):(additional name(s) under which the named			
Mailing address:			
			State: Zip:
			-ax: ()
(By listing an email address, you are giving ι Disclosure and Consent)	is permission to contact y	ou by email about your po	olicy. Refer to page 8 of the application for Electronic
DATES			
Coverage will begin the day after the later date you specify below. (If ren  O Start my coverage on the	ewing coverage, ple	ase provide the expir	rm are received and approved by us, or on ration date of your current policy.)
BUSINESS INFORMATION			
Types of yoga instructor (chec	k all that apply):		
<ul> <li>Acrobatic/partner yoga</li> <li>Aerial/anti-gravity/ suspended yoga (certified instructor only)</li> <li>Ananda</li> <li>Anusara</li> <li>Other (please describe):</li> </ul>	O Ashtanga O Dharma O Forrest O Hatha O Hatha Flow O Hot Yoga	<ul><li>Iyengar</li><li>Jivanmukti</li><li>Kripalu</li><li>Kundalini</li><li>Mysore</li><li>Prenatal/Pos</li></ul>	
Do you instruct any other type     a. If yes, please list:	•		○ Yes ○ No
Are you a certified instructor?     a. If yes, please provide you	ur certification inform	nation below	○ Yes ○ No
Certification organization	n Ce	ertification number	Expiration date

Certification number

Certification organization

Expiration date

# **BUSINESS INFORMATION CONTINUED**

4. Are you 18 or older?	O Yes	O No
5. Number of hours you instruct/work in a week:		
6. Do you own or operate your own fitness or dance studio and/or have employees/volunteers? (If yes, this program only provides coverage for your operations as an instructor. It does not extend to your employees or anyone performing instruction or training on your behalf, nor does it apply to the operation of a studio/facility)	O Yes	O No
7. Do you provide instruction of sports skills? (Sports skills instructors should apply for coverage through K&K's Sports Instructor Insurance Program.)	O Yes	O No
Coverage is not provided for an instructor's employment as an exempt or non-exempt employee or college; for the coaching of organized competitive athletic teams; for activities of a certified athletinstructors under the age of 18; and for instruction of sports skill activities.		
8. FOR NEW ACCOUNTS ONLY		
Do you have current coverage in place?	O Yes	$\bigcirc$ No
If no, please check/explain:		
O New business operation O Other, please explain:		
If yes:		
a) Name(s) of current carrier(s): Expiration date(s):		
b) Is your current carrier non-renewing your coverage?  If yes, why?	O Yes	O No
c) In the past 5 years, have you had any losses?	O Yes	O No
If yes, please <u>provide</u> current loss runs with at least 5 years of loss history, including you In addition, please describe any liability or medical claims over \$5,000 that have been p insurance coverage for those years.		

WHERE ALLOWED BY STATE JURISDICTION, COSTS ARE 100% 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 THE COMPANY OR THEIR REPRESENTATIVE.

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

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

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

# **PROGRAM PREMIUM**

## Please check the appropriate program and option:

## O I am a Yoga-only Instructor

1 Year Coverage Cost	Limit of Liability Options				
r roui Goverage Goot	\$1,000,000 CGL	\$2,000,000 CGL	\$3,000,000 CGL	\$4,000,000 CGL	\$5,000,000 CGL
Certified Yoga Instructor	O \$105.00	O \$150.00	○ \$400.00	○ \$650.00	O \$900.00
Certified Yoga Instructor - Part-Time*	O \$ 75.00	O \$105.00	O \$355.00	O \$605.00	O \$855.00
Non-Certified Yoga Instructor	O \$115.00	O \$165.00	O \$415.00	O \$665.00	O \$915.00
Non-Certified Yoga Instructor - Part-Time*	O\$ 90.00	O \$128.00	O \$378.00	O \$628.00	O \$878.00
* Part-Time = Must work 20 hours or less a week to qualify for Part-Time rates					

2 Years Coverage Cost		Limit of Liability Options			
	\$1,000,000 CGL	\$2,000,000 CGL	\$3,000,000 CGL	\$4,000,000 CGL	\$5,000,000 CGL
Certified Yoga Instructor	O \$177.00	O \$258.00	Not Available	Not Available	Not Available
Non-Certified Yoga Instructor	O \$195.00	O \$285.00	Not Available	Not Available	Not Available

## ○ I am a Yoga + Other

(covers your yoga instruction + other types of fitness instruction)

1 Year Coverage Cost		Limi	t of Liability Op	otions	
	\$1,000,000 CGL	\$2,000,000 CGL	\$3,000,000 CGL	\$4,000,000 CGL	\$5,000,000 CGL
Certified Yoga Instructor	O \$194.00	O \$284.00	O \$534.00	O \$784.00	O \$1,034.00
Non-Certified Yoga Instructor	O \$245.00	O \$360.00	O \$610.00	O \$860.00	O \$1,110.00

2 Years Coverage Cost	Limit of Liability Options				
	\$1,000,000 CGL	\$2,000,000 CGL	\$3,000,000 CGL	\$4,000,000 CGL	\$5,000,000 CGL
Certified Yoga Instructor	O \$338.00	O \$499.50	Not Available	Not Available	Not Available
Non-Certified Yoga Instructor	O \$429.00	O \$636.00	Not Available	Not Available	Not Available

Costs include premium and a \$15 risk purchasing group administration fee

## **CERTIFICATE REQUESTS**

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?:/	<u> </u>
2. What is the additional insured's relationship to you?	?
O Owner/manager/lessor of premises (facility	or venue) O Sponsor O Co-promoter
O Other (please identify/explain):	
NOTE: The certificate holder will automatically be an Additional	Insured for an Owner/manager/lessor, Sponsor or Co-Promoter relationship
Certificate holder/additional insured name:  Mailing address:	
	State: Zip:
	e any special wording or endorsements? O Yes O No
If yes, check all that apply: O Primary/Non-contrib	utory O Waiver of subrogation
Other (please explai	in):

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

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.

## **COVERAGE EXCLUSIONS**

The following notable exclusions are contained in the commercial general liability coverage provided by this program (note: state variations may apply). Abuse, molestation or exploitation; 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; Commercial general liability standard exclusions (CG0001 4/13 edition); Cap on losses from certified acts of terrorism; Communicable disease; Cryogenic chambers/therapy; Cyber incident, data compromise, and violation of statutes related to personal data; Cycling (other than stationary); Employment related practices; Fireworks; Fitness/exercise operations related in whole or part, to perform as an exotic dancer or any similar occupation in the adult entertainment industry; Fungi or bacteria; Instruction/activities held on or in open water; Lead; Medical, therapy or health care services; Nuclear energy; Operation, ownership or management of a fitness, dance or sports facility; Physicals/stress testing; Physical therapy, massage or salon services; Sale or distribution of medicinal, herbal and/or nutritional products; Sexually transmitted disease; Silica or silica-related dust; Specified recreational vehicles and activities - Aircraft/hot air balloon; Airport; Amusement device: The ownership, operation, maintenance or use of any device or equipment a person rides for enjoyment. including, but not limited to: mechanical or non-mechanical ride, slide, or water slide (including any ski or tow when used in conjunction with a water slide); inflatable recreational device; or vertical device or equipment used for climbing whether permanently affixed or temporarily erected. This exclusion does not apply to video games or computer games or to any device that is specifically designed for the training or instruction of an activity for which you are enrolled; Animal; Bungee, except this exclusion does not apply to any bungee equipment designed for fitness or exercise instruction or training; Dunk tank; Haunted attraction; Performer; Rodeo; Saddle animal; Snowmobile; Total pollution with a building heating, cooling & dehumidifying equipment exception and hostile fire exception; Training programs for law enforcement, public safety and military personnel; Unmanned aircraft; Those operations listed as ineligible: Certified athletic trainers; Coaching of organized competitive athletic teams; Instructors under the age of 18; Instruction of sport skills activities; Instructor's employment as an exempt or nonexempt employee of a school, university or college; Fitness instruction other than yoga (unless the optional coverage for instruction of other types of fitness instruction is purchased).

## **ATTENTION: AGENTS**

Please complete the information below.	AGENT WARRANTY SECTION BELOW. Enrollments cannot be accepted unless this section is completed.
•	Agent/contact name:
Agency complete mailing address:	
Agency telephone: ()	Agency fax: ()
Agent/contact e-mail address:	Tax I.D
insurance business in the state coverage for th	cer that I currently maintain, and will maintain, all individual, corporate or agency licenses or permits to conduct is insured is being written. I further represent and warrant that I currently maintain errors and omissions for myself, my officers, and employees. If requested by K&K, I will provide K&K with reasonably satisfactory
charged, subject to state insurance regulations	luded in this program unless purchased online at www.fitnessinsurance-kk.com. A fee may be separatel . Fees cannot be included in the payment remitted to us.
	to issue binders or a certificate of insurance on behalf of this program.
Agent signature:	Date:
PLEASE R	Electronic Signature Disclosure and Consent EAD, COMPLETE #9 BELOW, AND SIGN ON PAGE 9
<b>Electronic Signature Disclosure and Conse</b>	nt
	nal Commerce Act (15 U.S.C. § 7001, et seq.) provides that a signature, contract or other record may be solely because it is in electronic form or because an electronic signature was used in a transaction.
	wn behalf, and/or on behalf of an insurer and/or third parties, may utilize the internet, email, cloud or electronic means to transmit Policy Documents to its clients. This Agreement informs you of your serving such documents from us electronically.
By agreeing to proceed with this transaction, ye	ou acknowledge and consent to the following:
<ol><li>I understand that further documents relati confirmations, requests for premium payr</li></ol>	g with this transaction, and all subsequent actions related to this transaction, electronically. ing to this insurance purchased through K&K, including but not limited to correspondence, communications, ments and policy documents, may, to the extent permitted by law, be transmitted by electronic means to me, ress I have provided as part of this transaction and/or my on-line registration. I consent to such documents
	of cancellation shall be sent to me by mailing to the address I have provided as part of my registration of the other address for which I have provided notice pursuant to the terms of the policy.
, ,	ress or other electronic contact information which I have provided as part of this transaction and/or my ested by me by faxing, emailing or by mailing a written notice to: K&K Insurance; 1712 Magnavox Way;
•	n a paper copy of any electronic record provided to me pursuant to this transaction or any erage by mailing a written request to the address provided in paragraph 4.
	provided, the following hardware and software are required: (a) a personal computer or other device e, (b) an Internet connection, (c) an e-mail account with an Internet service provider, and
	ion to withdraw my consent to the receipt of further electronic documents at any time, by faxing, emailing ress provided in paragraph 4. By withdrawing my consent to electronic delivery of documents I by of future policy documentation.
8. Information relating to this transaction is s	subject to the terms of our privacy statement, a copy of which is provided at www.kandkinsurance.com.
has been bound. When submitted through	Iment form is approved, you will receive a certificate of insurance showing evidence that coverage h an insurance agent or broker, this coverage document will only be delivered to them. Additional ame person. Providing an email address in this application will be deemed consent to us to deliver ectronically.
If you <b>DO NOT</b> want to be emailed pleas	se check here and select your preferred method of document delivery. O
○ Fax to:	attn:
O Mail to:	attn:

attn: \_\_\_

## **COMPENSATION AND REPRESENTATION STATEMENT**

Compensation and Other Disclosure Information: K&K Insurance Group, Inc. ("K&K") is an insurance producer licensed in your state. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction involves one or more of these activities. Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In addition, K&K may charge a fee for administrative services. Your signature on your application, quote form, check, credit card and/or other authorization for payment of your premium, will be deemed to signify your consent to and acceptance of the terms and conditions including the compensation, as disclosed above, that is to be received by K&K. The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part of any alternative quotes presented to the purchaser by the producer, by emailing a written request to warranty@kandkinsurance.com.

In addition, premiums paid by clients to K&K for remittance to insurers, client refunds and claim payments paid to K&K by insurance companies for remittance to clients are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or Client. Subject to such laws and the applicable insurance company's consent, where required, K&K will retain the interest or investment income earned while such funds are on deposit in such accounts.

In placing, renewing, consulting on or servicing your insurance coverages K&K and its affiliates may participate in contingent commission arrangements with insurance companies that provide for additional contingent compensation, if, for example, certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by K&K with the insurance company or the overall performance of the policies placed with that insurance company, not on an individual policy basis. As a result, K&K may be considered to have an incentive to place your insurance coverages with a particular insurance company. Where K&K participates in contingent commission arrangements with insurance companies, K&K may be entitled to additional commission in the range of 0 to 5% depending upon whether and when specified thresholds are achieved.

Our liability to you, in total, for the duration of our business relationship for any and all damages, costs, and expenses (including but not limited to attorneys' fees), whether based on contract, tort (including negligence), or otherwise, in connection with or related to our services (including a failure to provide a service) that we provide in total shall be limited to the lesser of \$2,500,000 or the singular annual limit of the policy of insurance procured by us on your behalf from which your damages arise.

This liability limitation applies to you, our client, and extends to our client's parent(s), affiliates, subsidiaries, and their respective directors, officers, employees and agents (each a "Client Group Member" of the "Client Group") wherever located that seek to assert claims against K&K, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each an "K&K Group Member" of the "K&K Group"). Nothing in this liability limitation section implies that any K&K Group Member owes or accepts any duty or responsibility to any Client Group Member.

If you or any of your Group Members asserts any claims or makes any demands against us or any K&K Group Member for a total amount in excess of this liability limitation, then you agree to indemnify K&K for any and all liabilities, costs, damages and expenses, including attorneys' fees, incurred by K&K or any K&K Group Member that exceeds this liability limitation.

Aon Corporation, our ultimate parent company, and its affiliates have from time to time sponsored and invested in insurance and reinsurance companies. While we generally undertake such activities with a view to creating an orderly flow of capacity for our clients, we also seek an appropriate return on our investment. These investments, for which Aon is generally at-risk for potential price loss, typically are small and range from fixed-income to common stock transactions. In such case, the gains or losses we make through your investments could potentially be linked, in part, to the results of treaties or policies transacted with you. Please visit the Aon website at http://www.aon.com/market\_relationships for a current listing of insurance and reinsurance carriers in which Aon Corporate and its affiliates hold any ownership interest.

### **Representation Statement**

The undersigned authorized officer of the applicant declares that the statements set forth herein are true to the best of his or her knowledge. The undersigned authorized officer agrees that if the information supplied on the application changes between the date of the application and the effective date of the insurance, he/she (undersigned) will immediately notify the insurer of such changes, and the insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. Signing of this application does not bind the applicant to the insurer to complete the insurance.

I am aware that accurate reporting is required for premium calculation and that my books and records, as they relate to this coverage, may be examined or audited by the company at any time during the coverage period and up to three years thereafter. I acknowledge that intentional misrepresentation or misreporting may jeopardize coverage and that the company reserves the right to decline/void any ineligible coverage.

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

WHERE ALLOWED BY STATE JURISDICTION, COSTS ARE 100% NON-REFUNDABLE/NON-TRANSFERRABLE ONCE COVERAGE BEGINS.

Applicant name (from page 4):		
Applicant or agent signature:		Date:
Printed name:	Title: _	

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

## IMPORTANT INFORMATION. PLEASE READ.

## **Fair Credit Report Act Notice**

Personal information about you, including information from a credit or other investigative report, may be collected from persons other than you in connection with this application for insurance and subsequent amendments and renewals. Such information as well as other personal and privileged information collected by us or our agents may in certain circumstances be disclosed to third parties without your authorization. Credit scoring information may be used to help determine either your eligibility for insurance or the premium you will be charged. We may use a third party in connection with the development of your score. You have the right to review your personal information in our files and can request correction of any inaccuracies. A more detailed description of your rights and our practices regarding such information is available upon request. Contact your agent or broker for instructions on how to submit a request to us

## **Fraud Warning**

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD only.

**Applicable in CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in FL and OK:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL only.

**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY only.

**Applicable in ME, TN, VA and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME only.

**Applicable in MN:** A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**Applicable in NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in VT:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Applicable in all other states: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

### **PAYMENT OPTIONS**

Submit a completed enrollment (including signed Representation Statement) and payment to: Applicant name: \_\_\_\_\_ Effective date: \_\_\_\_\_ PAY BY ACH (Bank Account): THIS OPTION IS ONLY AVAILABLE FOR PURCHASES MADE 15 DAYS OR MORE PRIOR TO THE EFFECTIVE DATE • E-mail info@fitnessinsurance-kk.com or 1-260-459-5502 Fax I (we) authorize K&K Insurance Group 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:\_\_\_ O Checking, or O Savings Draft Amount: \$ Bank Account Routing/Transit 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 by K&K) Authorized Signature(s) - (Not required if authorization by phone by K&K) **EXPLANATION OF CHECK NUMBERS** 1234 Main Street 1. Bank Routing/Transit Number - This is a nine digit DATE \_ Anywhere, OH 00000 number separated by a bar and a colon I: 123456789 I: 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 4044072324 4000123456789 of check. NOT REQUIRED FOR ACH. ROUTING ACCOUNT CHECK 1. NUMBER 2. NUMBER 3. NUMBER **PAY BY CHECK:** (Payable to K&K Insurance Group) Mail Regular Mail Overnight Mail K&K Insurance **K&K** Insurance Fitness RPG Program Fitness RPG Program P.O. Box 2338 1712 Magnavox Way Fort Wayne, IN 46804 Fort Wayne, IN 46801-2338 **PAY BY CREDIT CARD:**  Fax only 1-260-459-5502 O VISA O MASTERCARD O DISCOVER O 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: ( )

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