



**Relation™**

## RPG DIRECTORS' & OFFICERS' LIABILITY

including Employment Practices Liability for Not-for-Profit Organizations (Claims-made Coverage) Insurance Program and Enrollment Form

This brochure is valid for effective dates from 3/1/20 through 2/28/21

### NEW - Cyber Privacy and Client Identity Theft Supplementary Payment Coverage

#### PROGRAM DESCRIPTION

This program provides important protection to eligible organizations for claims arising out of allegations of errors, omissions or wrongful acts committed by its directors, officers, employees or volunteers. This coverage will respond to allegations of discrimination, wrongful dismissal, acts beyond granted authority, failure to deliver services and wrongful employment practices. In addition, coverage provides medical expense payments for a bodily injury loss caused by an accident that takes place during activities that are customary to your business in the covered territory for the directors and officers of the named insured.

Coverage also includes Network Remediation work and personal and advertising injury arising out of loss or theft of personal information or data about any client which is in your care, custody or control.

Defense costs are paid in addition to the limit of liability and coverage is provided on a claims-made basis, applying only to claims first made during the coverage period.

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

#### INELIGIBLE OPERATIONS

Organizations that do not meet the eligibility criteria listed in this brochure are not eligible for this program as well as:

- Booster clubs (those supporting/funding interscholastic/intercollegiate athletic programs)
- Governmental entities or organizations

**(Note:** This is not a complete list of ineligible)

#### EASY WAYS TO ENROLL FOR COVERAGE



WEB For information and applications, visit us on-line at [www.4RecSportsAndMore.com](http://www.4RecSportsAndMore.com)

OR

Submit this enrollment form, with payment, to us.



FAX 1-913-327-0201



MAIL Regular: Overnight:

Relation Insurance Services P.O. Box 25936 Overland Park, KS 66225	Relation Insurance Services 9225 Indian Creek Parkway, Suite 700 Overland Park, KS 66210
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QUESTIONS Call 1-800-955-1991

#### FOR SERVICE REQUESTS ONLY



E-MAIL [programs@relationinsurance.com](mailto:programs@relationinsurance.com)

#### ELIGIBLE OPERATIONS

Organizations that meet all of the following criteria are eligible to submit an enrollment form for coverage under this program:

1. The organization has tax exempt status as a not-for-profit organization.
2. The annual gross revenue of the organization from all sources is \$3,000,000 or less.
3. The organization has obtained general liability coverage through a supporting Sports, Leisure and Entertainment Risk Purchasing Group Insurance Program offered by us.

#### COVERAGE AND LIMITS

This program provides two limit options to choose from.

Option A	
Maximum Aggregate Limit of Liability	\$ 1,000,000
Retention (each claim)	\$ 1,000
Medical Payments for Directors' & Officers' (per director or officer)	\$ 10,000
Cyber Privacy & Client Identity Theft Supplementary Payments	\$ 25,000/ \$ 10,000/ \$ 100,000
Premium (based on annual gross revenue)	
\$ 0 - \$1,000,000	\$ 625.00
\$1,000,001 - \$2,000,000	\$ 1,075.00
\$2,000,001 - \$3,000,000	\$ 1,525.00
\$3,000,001 or higher	Refer to us

Option B	
Maximum Aggregate Limit of Liability	\$ 2,000,000
Retention (each claim)	\$ 1,000
Medical Payments for Directors' & Officers' (per director or officer)	\$ 10,000
Cyber Privacy & Client Identity Theft Supplementary Payments	\$ 25,000/ \$ 10,000/ \$ 100,000
Premium (based on annual gross revenue)	
\$ 0 - \$1,000,000	\$ 950.00
\$1,000,001 - \$2,000,000	\$ 1,650.00
\$2,000,001 - \$3,000,000	\$ 2,325.00
\$3,000,001 or higher	Refer to us

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.

## EXCLUSIONS

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

- Advertising injury
- Bodily injury
- Failure to maintain proper insurance
- Fungi
- Injunctive relief or any other relief or recovery other than monetary judgement, award or settlement
- Nuclear energy
- Personal injury
- Pollutants
- Property damage
- Wrongful death

## COVERAGE INFORMATION

The following are several coverage explanations related to a claims-made policy that should be considered.

### Claims-made During Policy Period

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

### Extended Reporting Period

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

### Cyber Privacy and Client Identity Theft Supplementary Payment Endorsement

1. Up to \$25,000 during the policy period for Network Remediation Work to investigate, remEDIATE, develop or improve your network security systems to address any network security issues raised as a result of a claim made against you.
2. Up to \$10,000 per person/\$100,000 policy period aggregate to reimburse you for any sums you become legally obligated to pay as damages because of loss or theft of personal information or data about any client which is in your care, custody, or control.
3. Up to \$12,500 during the policy period to reimburse you for attorney fees, attorney costs and court costs you incur, regardless of the number of investigations or the number of you who are subject to such investigations.

## FREQUENTLY ASKED QUESTIONS

### 1. Does D&O liability cover allegations against the board for abuse, molestation, harassment or sexual conduct?

This type of allegation would be covered under the abuse, molestation, harassment or sexual conduct defense cost reimbursement coverage which is available for purchase as an optional coverage with a commercial general liability policy through a supporting Sports, Leisure and Entertainment Risk Purchasing Group offered by us.

### 2. Does D&O liability provide coverage if a member of the board embezzles money from our funds?

Embezzlement is not covered under this D&O liability policy.

### 3. Does D&O liability provide coverage if a participant is injured during a covered activity?

No, this would be covered under the medical payments for participants coverage, if eligible, that is

provided with a commercial general liability policy through a supporting Sports, Leisure and Entertainment Risk Purchasing Group Insurance Program offered by us. This program only offers medical payments coverage to the directors and officers of the insured, if injured during their scope of duties on behalf of the insured.

### 4. Can any board member complete and sign the D&O liability enrollment form?

The carrier requires that the enrollment form for D&O liability coverage be completed and signed by either the President, Executive Director or the Treasurer of the board.

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

If you are a new account, you will receive a copy of the policy. Renewal accounts will only receive a certificate of insurance evidencing coverage.



# Enrollment Form - RPG Directors' & Officers' Liability

including Employment Practices Liability Insurance for Not-for-Profit Organizations (Claims-made Coverage)

Valid for effective dates from 3/1/20 through 2/28/21

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 3 - 7) 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 5 of the application for Electronic Disclosure and Consent)

**DATES**

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: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**BUSINESS INFORMATION**

1. Form of business:     Not-for-profit organization     For-profit organization

2. Do you currently have commercial general liability coverage with us?                       Yes     No  
If yes, please check the program from which you have purchased this coverage through us.  
 Teams, Leagues & Associations Program                       Dance Schools & Programs  
 Gymnastics Clubs & Cheer Gyms Program                       Martial Arts Schools & Programs  
 Activity & Social Clubs Program

3. Date organized/established: \_\_\_\_ / \_\_\_\_ / \_\_\_\_    Tax ID #: \_\_\_\_\_

4. Number of full-time compensated employees (over 30 hours a week for 12 months): \_\_\_\_\_

5. Number of part-time compensated employees (under 30 hours a week or less than 12 months): \_\_\_\_\_

6. Number of volunteers (not including board members): \_\_\_\_\_

7. Total annual gross revenue for the organization (gross revenue includes all receipts from fees, sponsorships, fundraisers, membership, ticket sales): \_\_\_\_\_ \$ \_\_\_\_\_

8. Total assets for the organization (example: sports equipment, concession stand equipment): \$ \_\_\_\_\_

9. Total liabilities for the organization (example: loans): \_\_\_\_\_ \$ \_\_\_\_\_

**Relation Insurance Services - Specialty Risk, Inc. • P.O. Box 25936 • Overland Park, KS 66225 • 1-800-955-1991**  
**E-mail = programs@relationinsurance.com • Fax 1-913-327-0201 • www.4RecSportsAndMore.com**  
CA #0H18178, TX #1657333

**NEW ACCOUNTS ONLY – Complete this section only if this is a new enrollment form with us.**

Does your organization currently have D&O liability in force with another insurance company?  Yes  No  
 If yes, please provide the following:

Carrier: \_\_\_\_\_ Limit: \_\_\_\_\_  
 Premium: \$ \_\_\_\_\_ Exp. date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Past Activities:**

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 complaint against 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):

If so, explain: \_\_\_\_\_  
 \_\_\_\_\_

If none, check here

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 any 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, except as follows:

If none, check here

<b>PROGRAM PREMIUM</b>	<b>Premium</b> (based on annual gross revenue)	<b>Option A</b> <b>\$1,000,000 Limit</b>	<b>Option B</b> <b>\$2,000,000 Limit</b>
		\$ 0 - \$ 1,000,000	<input type="radio"/> \$625.00
	\$ 1,000,001 - \$ 2,000,000	<input type="radio"/> \$1,075.00	<input type="radio"/> \$1,650.00
	\$ 2,000,001 - \$ 3,000,000	<input type="radio"/> \$1,525.00	<input type="radio"/> \$2,325.00
	\$ 3,000,001 or higher	Refer to company	Refer to company

**PREMIUMS ARE 100% FULLY EARNED AND NON-REFUNDABLE/NON-TRANSFERRABLE ONCE COVERAGE BEGINS.**

**COVERAGE IS CONTINGENT UPON RECEIPT OF PAYMENT AND A FULLY COMPLETED ENROLLMENT FORM.**

**NO COVERAGE WILL BE DEEMED IN EFFECT UNTIL THE ACCURATE PAYMENT IS RECEIVED BY THE COMPANY OR THEIR REPRESENTATIVE. CANCELLATIONS/CHANGES CAN ONLY BE MADE BY THE NAMED INSURED.**

**Warranty and Electronic Disclosure and Consent**  
**PLEASE READ, COMPLETE #9 BELOW, AND SIGN ON PAGE 6**

**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. 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.

**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.

Relation Insurance Services (Relation), 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 Relation, 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: Relation Insurance Services - Specialty Risk, Inc., P.O. Box 25936, Overland Park, KS 66225.
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.4RecSportsAndMore.com](http://www.4RecSportsAndMore.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: \_\_\_\_\_

\_\_\_\_\_

**Applicant business name** (from page 3): \_\_\_\_\_

**Applicant signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**(Must be signed by president, executive director, or treasurer acting as an authorized agent of the organization)**

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

IMPORTANT INFORMATION. PLEASE READ AND SIGN.



**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 the company, I will provide them 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. Fees cannot be included in the payment remitted to us.

**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 off a felony.

**Applicable 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 OPTIONS

Submit a completed enrollment (including signed Warranty Statement) and payment to:

Applicant Business name: \_\_\_\_\_ Effective date: \_\_\_\_\_

### **PAY BY ACH (Bank Account):**

• **E-mail** programs@relationinsurance.com  
or

• **Fax** 1-913-327-0201

I (we) authorize Relation Insurance Services to initiate a single electronic debit from the account shown below:

Name on Bank Account: \_\_\_\_\_ Bank Name: \_\_\_\_\_

Draft Amount : \$ \_\_\_\_\_  Checking, or  Savings

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.

\_\_\_\_\_  
Date: \_\_\_\_\_

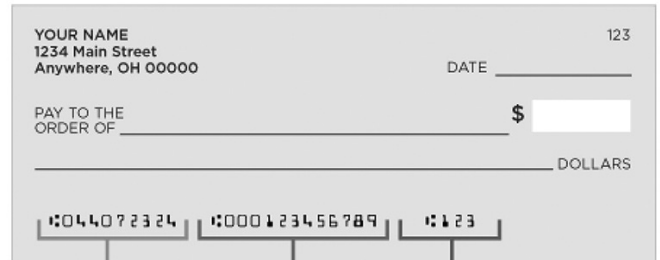
Authorized Signature(s) - (Not required if authorization by phone)

\_\_\_\_\_  
Date: \_\_\_\_\_

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

### **EXPLANATION OF CHECK NUMBERS**

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



1. ROUTING NUMBER
2. ACCOUNT NUMBER
3. CHECK NUMBER

### **PAY BY CHECK:** (Payable to Relation Insurance Services)

- **Mail**
  - Regular Mail  
Relation Insurance Services  
P.O. Box 25936  
Overland Park, KS 66225
  - Overnight Mail  
Relation Insurance Services  
9225 Indian Creek Parkway, Suite 700  
Overland Park, KS 66210

### **PAY BY CREDIT CARD:**

- **Fax only** 1-913-327-0201

VISA  MASTERCARD  AMERICAN EXPRESS

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

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

I authorize Relation Insurance Services to charge my payment to my credit card in the amount of \$ \_\_\_\_\_

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

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

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