



INSTRUCTOR PROGRAM

Insurance Program and Enrollment Form

This brochure is valid for effective dates from 11/1/18 through 12/31/19

PROGRAM DESCRIPTION

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

Coverage is provided by a carrier rated A+ (Superior) 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 1-800-506-4856.

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 non-exempt employee of a school, university or college

* Information and applications for sports instructor insurance are available at www.sportsinsurance-kk.com or by calling our office.

ELIGIBLE OPERATIONS

A Pound® instructor age 18 or older conducting private or group Pound® instruction for any of the following is eligible to enroll in this program:

- Acrobatic/partner yoga
- Acro dance
- Aerial/anti-gravity/suspended yoga (certified instructors only)
- Aerobics
- Aquatic exercise
- Cardio kickboxing
- Children's fitness programs
- Dance
- Exercise
- Fitness bootcamp
- GYROTONIC®
- Hoop fitness
- Personal training
- Pilates
- Qigong
- Spinning
- Strength
- Tai Chi
- Tumbling (floor only, no gymnastic apparatus)
- Yoga
- ZUMBA®

EASY WAYS TO ENROLL FOR COVERAGE

OR

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



FAX 1-260-459-5590



MAIL

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



QUESTIONS Call 1-800-506-4856

FOR SERVICE REQUESTS ONLY



E-MAIL info@fitnessinsurance-kk.com

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.

EXCLUSIONS

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

- Abuse, molestation, harassment or sexual conduct
- Amusement devices (e.g.: rides, slides, inflatables, bungees, climbing walls, dunk tanks)
- Cryogenic chambers/therapy
- 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
- Violation of statutes that govern e-mails, faxes, phone calls or other methods of sending materials or information

COVERAGES AND LIMITS

Coverages	Option 1	Option 2	Option 3	Option 4	Option 5
Commercial General Liability (CGL)	Limits	Limits	Limits	Limits	Limits
Each Occurrence	\$ 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
Legal Liability to Participants	\$ 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, Harassment or Sexual Conduct Defense Cost Reimbursement	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Costs:					
Pound Instructor - 1 year	\$ 165.00	\$ 240.00	\$ 490.00	\$ 740.00	\$ 990.00
Pound Instructor - 2 years	\$ 284.00	\$ 419.00	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 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.

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.

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

Abuse, Molestation, Harassment, or Sexual Conduct Defense Cost Reimbursement – Although claims arising out of abuse, molestation, harassment or sexual conduct 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 abuse or molestation claims.

FREQUENTLY ASKED QUESTIONS

1. 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 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.

4. 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.

5. 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

PROGRAM COST

Please check the appropriate option:

I am a Certified instructor

Certification organization: _____

Certification number and their expiration date(s): _____

COST	Options	Limits of Liability (CGL)	1 - Year Cost	2 - Years Cost
	Option 1	\$ 1,000,000	<input type="radio"/> \$ 165.00	<input type="radio"/> \$ 284.00
	Option 2	\$ 2,000,000	<input type="radio"/> \$ 240.00	<input type="radio"/> \$ 419.00
	Option 3	\$ 3,000,000	<input type="radio"/> \$ 490.00	Not Available
	Option 4	\$ 4,000,000	<input type="radio"/> \$ 740.00	Not Available
	Option 5	\$ 5,000,000	<input type="radio"/> \$ 990.00	Not Available

FOR K&K USE ONLY

UW Rec: ____/____/____ Status: N R Broker: Y N Comm: ____% OPS Rec: ____/____/____
 GL Exp Policy #: ____/CP #: ____ Exp Dates: ____/____/____ to ____/____/____
 GL Option: ____ Delivery: M F E Date: ____/____/____ Pay Plan: ____ Bill: AB AD CBG
 Opt Form: 2026 2011 8016 8018 876 2404 Comments: _____
 GL Policy #: ____/CP #: ____ GL Prem: ____ Eff Date: ____/____/____ to ____/____/____
 Insured #: _____

**COSTS ARE 100% NON-REFUNDABLE ONCE COVERAGE BEGINS.
 COVERAGE IS CONTINGENT UPON RECEIPT OF PAYMENT. NO COVERAGE WILL BE
 DEEMED IN EFFECT UNTIL THE ACCURATE PAYMENT IS RECEIVED BY THE COMPANY
 OR THEIR REPRESENTATIVE.**

CERTIFICATE REQUESTS

You will receive a certificate showing evidence that coverage has been bound. Complete this section to request additional certificates. Provide separate requests for each additional certificate needed.

Note: Additional insureds are not automatically provided/issued per previous policy terms. You will need to request Additional Insureds that are needed for this policy term below.

Indicate the type of certificate that you are requesting: Additional insured OR Evidence of coverage

Certificate holder/entity name: _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Relationship to you: Owner/lessor of premises Sponsor Co-promoter

Other than being named on the certificate as an additional insured or certificate holder, does the person or organization require any special wording or endorsements? Yes No

If yes, check all that apply **(Check your request carefully before submitting. The most common delay in certificate processing is caused by providing a partial or incorrect name and/or instructions).**

Form CG2026 Primary endorsement Waiver of subrogation

Other (please explain): _____

Date certificate needed by: ____/____/____

Warranty, Compensation & Electronic Disclosure and Consent
PLEASE READ, COMPLETE #9 BELOW, AND SIGN ON PAGE 7

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.

K&K Insurance Group (K&K), 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 K&K, 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 logging onto this website, or by mailing a written notice to: K&K Insurance; 1712 Magnavox Way; Fort Wayne, IN 46804.
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 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.kandkinsurance.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. Please select preferred method for document delivery. Providing an email address in this application will be deemed consent to us to deliver documents and communication to you electronically.

E-mail to: _____ attn: _____
 Fax to: _____ attn: _____
 Mail to: _____ attn: _____

IMPORTANT INFORMATION. PLEASE READ AND SIGN.

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. The information I provided on this enrollment form becomes a part of the insurance contract.

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 on the sale of insurance to the purchaser, and compensation expected to be received 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.

Applicant name (from page 4): _____

Applicant or agent signature: _____ **Date:** _____

Printed name: _____ **Title:** _____

COVERAGE EXCLUSIONS

The following exclusions are contained in the commercial general liability coverage provided by this program: Abuse, molestation, harassment or sexual conduct; 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 designed 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, included 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 04/13 edition); Cryogenic chambers/therapy; 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; Haunted attractions; Instruction/activities held on or in open water; Lead; Medical, therapy or health care services; Nuclear energy liability; Operation, ownership or management of a fitness, dance or sports facility; Performers; Physicals/stress testing; Physical therapy, massage or salon services; Rodeos; Saddle animals; Sale or distribution of medicinal, herbal and/or nutritional products; Snowmobile; Training programs for law enforcement, public safety and military personnel; Violation of statutes that govern e-mails, faxes, phone calls or other methods of sending materials or information; Those operations listed as ineligible: Certified athletic trainers, Coaching of organized competitive athletic teams, Instructors under the age of 18, Instruction of sports skills activities, Instructor's employment as an exempt or non-exempt employee of a school, university or college.

GENERAL FRAUD STATEMENT

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 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 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.

PAYMENT OPTIONS

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

Applicant name: _____ Effective date: _____

PAY BY ACH (Bank Account):

• **E-mail** info@fitnessinsurance-kk.com

or

• **Fax** 1-260-459-5590

I (we) authorize K&K Insurance Group 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.

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

Date: _____

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

Date: _____

EXPLANATION OF CHECK NUMBERS

1. Bank Routing/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.

The diagram shows a check with the following fields: YOUR NAME (1234 Main Street, Anywhere, OH 00000), DATE (123), PAY TO THE ORDER OF (\$ _____), and DOLLARS (____). Below the check, three boxes are labeled: 1. ROUTING NUMBER (044072324), 2. ACCOUNT NUMBER (000123456789), and 3. CHECK NUMBER (123).

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

PAY BY CHECK: (Payable to K&K Insurance Group)

• **Mail** Regular Mail

Overnight Mail

K&K Insurance
Fitness Instructor RPG Program
P.O. Box 2338
Fort Wayne, IN 46801-2338

K&K Insurance
Fitness Instructor RPG Program
1712 Magnavox Way
Fort Wayne, IN 46804

PAY BY CREDIT CARD:

• **Fax only** 1-260-459-5590

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: (____) _____

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