

# Specialty Insurance Coverage

*Accident & Liability For Marching Band, Drum & Bugle Corps, Color Guard and Percussion Organizations*



- Color Guard and Percussion Organizations
- Drum & Bugle Corps
- Marching Bands

Francis L. Dean & Associates, LLC



*The Leader in Sports, Leisure and Entertainment Insurance*

# Specialty Insurance Coverage

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Participation in band organizations provides the opportunity to bring music to life through competitive events but can also result in accident and injury. Many families have little or no medical insurance, and those who have coverage maybe required to meet large deductibles before their insurance pays any benefits. In addition, schools/school districts run the risk of personal exposure to lawsuits through a participant's injury claim.

This Specialty Insurance Program for band organizations is designated to help eliminate the financial and emotional burden one can incur as a result of a lawsuit or participant injury claims. Accident and liability insurance coverage is offered as a standard product with optional coverages also available such as equipment, hired and non-owned automobiles and additional higher liability insurance limits.

## The Accident Coverage

### \$25,000.00 Benefit

(Pays the medical bills of an injured participant or staff member.)

### Medical Expense Benefit

If the Covered Person incurs eligible expenses as the direct result of a covered injury and independent of all other causes, the Company will pay the charges incurred for such expense within 365 days, beginning on the date of accident. Payment will be made for eligible expenses in excess of the applicable \$100.00 Deductible Amount, not to exceed the Maximum Medical Benefit.

The first such expense must be incurred within 90 days after the date of the accident.

“Eligible expense” means charges for the following necessary treatment and service, not to exceed the usual and customary charges in the area where provided.

- Medical and surgical care by a physician
- Radiology (X-rays)
- Prescription drugs and medicines
- Dental treatment of sound natural teeth
- Hospital care and service in semiprivate accommodations, or as an outpatient
- Ambulance service from the scene of the accident to the nearest hospital

- Orthopedic appliances necessary to promote healing

Excess coverage: This plan does not cover treatment or service for which benefits are payable or service is available under any other insurance or medical service plan available to the Covered Person.

### Accidental Death and Dismemberment Benefit

Benefit amount is \$5,000.00. If a covered injury results in any of the losses specified below within 365 days after the date of the accident, the Company will pay the applicable amount:

- Full Principal Sum for loss of life
- Full Principal Sum for double dismemberment
- Full Principal Sum for loss of sight of both eyes
- 50% of the Principal Sum for loss of one hand, one foot, or sight of one eye
- 25% of the Principal Sum for loss of index finger and thumb of same hand

Loss of hand or foot means complete severance above the wrist or ankle joint.

Loss of eye means the total, permanent loss of sight.

We will not pay more than the Principal Sum for this Benefit for all losses due to the same accident.

## Exclusions and Limitations

This plan does not cover any loss to or resulting from:

- Suicide, self-destruction, attempted self-destruction or intentional self-inflicted injury while sane or insane.
- War or any act of war, declared or undeclared.
- Sickness, disease or any bacterial infection, except one that results from an accidental cut or wound or pyogenic infections that result from accidental ingestion of contaminated substances.
- Voluntarily taking any drug or narcotic unless the drug or narcotic is prescribed by a Physician.
- Covered Expenses for which the Covered Person would not be responsible in the absence of this Policy.
- Injuries paid under Workers' Compensation, Employer's liability laws or similar occupational benefits or while engaging in activity for monetary gain from sources other than the Policyholder.
- Injury caused by, contributed to or resulting from the Covered Person's use of alcohol, illegal drugs or medicines that are not taken in the dosage or for the purpose as prescribed by the Covered Person's Physician.

- Service or Active Duty in the armed forces, National Guard, military, naval or air service or organized reserve corps of any country or international organization.
- Services or treatment rendered by a Physician, Nurse or any other person who is employed or retained by the policyholder; or an Immediate Family member of the Covered Person.
- Treatment of a hernia, Osgood-Schlatter's disease, osteochondritis, appendicitis, osteomyelitis, cardiac disease or conditions, pathological fractures, congenital weakness, whether or not caused by a Covered Accident.
- Damage to or loss of dentures or bridges or damage to existing orthodontic equipment, except as specifically provided in this Policy.
- Eyeglasses, contact lenses, hearing aids.
- Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from: While riding as a passenger in any aircraft not intended or licensed for the transportation of passengers.

## The Liability Coverage

### **\$1,000,000.00 Coverage**

(Protects you in the event of a lawsuit or property damage)

### **Who Is Covered**

This \$1,000,000.00 occurrence form general liability program provides protection for your organization's directors, officers, board members and members against claims of bodily

injury liability, property damage liability, personal and advertising injury liability, and the litigation costs to defend against such claims. There is no deductible amount for this coverage. Coverage is offered through the Sports and Recreation

Providers Purchasing Group, pursuant to the Federal Risk Retention Act of 1986.

### **Coverage includes suits arising out of:**

- Injury or death of participants
- Injury or death of spectators
- Injury or death of volunteers
- Host liquor liability (nonprofit)
- General negligence claims
- All activities necessary or incidental to conduct of activities
- Cost of investigation and defense of claims, even if groundless
- Ownership, use, or maintenance of gyms, fields, or practice areas

***Additional insureds such as school districts or venues may be added at no additional charge.***

### **Exclusions**

Aircraft, all acts of terrorism, asbestos liability, employment related practices, fungi and bacteria, hepatitis, HIV, HTVL, AIDS, transmissible spongiform encephalopathy, lead poisoning, nuclear energy liability, pyrotechnics activity, total pollution, violation of the CAN-SPAM act, war liability and liability for occurrences prior to the effective date of coverage. All of the above are subject to the terms and conditions of the policy.

## The Optional Coverages

### **Equipment Coverage**

This Inland Marine insurance product provides coverage for your equipment and contents up to the specified limit.

### **Hired and Non-Owned Automobile Liability Coverage**

This liability coverage provides protection for rented, borrowed and other non-owned vehicles driven on policyholder's business.

### **Excess Liability Coverage**

This coverage provides additional liability limits increasing the liability coverage per each occurrence.

### **Increased Aggregates**

This option increases the aggregate limit of liability insurance from \$2,000,000 to larger amounts.

### **\$5,000.00 Medical Expense Benefit**

This coverage will reimburse an injured spectator or guest for medical and/or funeral expenses incurred as a result of bodily injury or death, regardless of whether you are liable or not.

### **Sexual Abuse and Molestation**

Liability coverage is provided for claims arising out of alleged sexual abuse and/or molestation.



# Specialty Insurance Coverage

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## Part I Proposed Policyholder *Please print or type*

a. Full Legal Name of Proposed Policyholder \_\_\_\_\_

(As it will appear on the policy)

b. Group Names within your organization named above to be covered \_\_\_\_\_

c. Mailing Address \_\_\_\_\_  
Street City State Zip

d. Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

e. Requested Effective Date (12 months of coverage is provided) \_\_\_\_\_

Policy will become effective on the Requested Effective Date if (a) all required information is provided and (b) the Company has received the initial premium on or before that date.

f. Please list all organization activities: \_\_\_\_\_  
 \_\_\_\_\_

g. Has your liability coverage been cancelled in any way in the last three years? If so, please be specific. \_\_\_\_\_  
 \_\_\_\_\_

h. Does your organization currently have a risk management plan?  Yes  No

i. Does your organization currently utilize a waiver system?  Yes  No

## Part II Premium Rates And Benefits (minimum premiums are fully earned)

Rates include a \$25,000.00 Accident Policy and \$1,000,000.00 Per Occurrence limit

Premium Calculation: Choose Your Plan Based on State of Mailing Address

Liability General Aggregate	Number of Participants	Rate Per Person By State CA, FL, NY	Rate Per Person By State CT, MS, NV, RI, SC	Rate Per Person Other States	Calculated Premium
Plan 1 \$1,000,000		\$6.80	\$6.55	\$5.70	
Plan 2 \$2,000,000		\$7.00	\$6.80	\$5.90	
Plan 3 \$3,000,000		\$7.35	\$7.15	\$6.20	
Plan 4 \$4,000,000		\$7.70	\$7.50	\$6.51	
Plan 5 \$5,000,000		\$8.10	\$7.90	\$6.85	
	Fully Earned Minimum Premium	\$565.00	\$545.00	\$475.00	

**Part II Premium Subtotal = \$** \_\_\_\_\_  
 (Subject to applicable minimum premium.)

## Part III Optional Coverages (premiums are fully earned)

Optional \$150,000.00 Hired and Non-Owned Automobile Liability Coverage is available for an additional \$225.00. = \$ \_\_\_\_\_

Optional \$500,000.00 Hired and Non-Owned Automobile Liability Coverage is available for an additional \$500.00. = \$ \_\_\_\_\_

• Note: \$1,000,000.00 Hired and Non-Owned Automobile Liability Coverage is available but subject to additional underwriting. Please contact your agent if wishing to apply for coverage.

Optional \$100,000.00 Sexual Abuse and Molestation Liability Coverage is available for an additional \$1,000.00. = \$ \_\_\_\_\_

Optional \$5,000.00 Medical Expense Benefit for an additional \$10.00 = \$ \_\_\_\_\_

Follow Form Excess liability limits of up to \$4,000,000.00 are available but subject to additional underwriting. Please contact your agent if wishing to apply for coverage.

Equipment coverage up to \$750,000.00 is available but subject to additional underwriting. Please contact your agent if wishing to apply for coverage.

**Part III Premium Subtotal = \$** \_\_\_\_\_

## Part IV Additional Insureds

Standard Additional Insureds are included at no additional cost. Please include a separate sheet if needed.

Full Legal Name, Email Address	Full Mailing Address (including city, state, zip)	Relationship (see legend)	Endorsements
			<input type="checkbox"/> Primary <input type="checkbox"/> Waiver
			<input type="checkbox"/> Primary <input type="checkbox"/> Waiver
			<input type="checkbox"/> Primary <input type="checkbox"/> Waiver

L - Landlord, V - Venue, E - Event Operator, F - Franchisor/Franchise Owner, G - Governmental Agency, O - Other (include details)

Additional Insureds requiring Primary Non-Contributory Endorsements \_\_\_\_\_ x \$100.00 = \$ \_\_\_\_\_

Additional Insureds requiring Waiver of Subrogation Endorsements \_\_\_\_\_ x \$100.00 = \$ \_\_\_\_\_

**Part IV Premium Subtotal** = \$ \_\_\_\_\_

**FLD Broker Fee** = \$ \_\_\_\_\_ 10.00

**TOTAL AMOUNT DUE** = \$ \_\_\_\_\_

## Part V Payment

Choose one of the following options. Please initial your choice:

Enclosed is my payment for the total premium     Check     ACH (see below)     Credit Card (see below)

Enclosed is 20% of my total premium. **Agents: We will not invoice for the deposit. The deposit payment must be included on this form.**

The deposit and monthly premium finance payments, including a finance fee, will be drafted automatically from the payment information provided below. This requires either ACH or Credit Card payment.     ACH (see below)     Credit Card (see below)

Account Billing Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

<input type="checkbox"/> Please bill my: <input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account Name on Account _____ Bank Name _____ Bank City/State _____ Bank Routing # _____ Account Number _____ There is no convenience fee when you choose the ACH option.	<input type="checkbox"/> Please charge my: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> AmEx <input type="checkbox"/> Discover Cardholder Name _____ Card Number _____ Exp. Date _____ CVV (number on back of card) _____ <i>For premiums less than \$1,000.00, a \$10.00 convenience fee will be added.                  For premiums \$1,000.00 and higher, a convenience fee equal to 2.5% of the premium will be added.                  For financed premiums, the convenience fee does not apply.</i>
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## Part VI Acknowledgements and Signatures

- a. This summary of coverage and exclusions is no substitute for reading the entire policy. To receive an entire policy, contact the program administrator.
- b. **Fraud Warning** 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 there to, commits a fraudulent insurance act, which may be a crime.
- c. **Applicant's Acknowledgement** I, the applicant, declare, to the best of my knowledge and belief, that all statements and answers in this application are true and complete. I understand and agree that (a) this application will form part of any policy issued, (b) no information given to or acquired by any representative of the Company will bind it, unless it is in writing on this application, (c) no waiver or modification will bind the Company unless it is in writing and is signed by an executive officer of the Company, and (d) only those persons eligible under the terms of an issued policy will be insured.

\_\_\_\_\_  
Signed for the Proposed Policyholder

\_\_\_\_\_  
Signed by Licensed Agent

\_\_\_\_\_  
Agency Name and License Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent Phone Number

\_\_\_\_\_  
Agent Email Address

Francis L. Dean & Associates, LLC

\_\_\_\_\_  
Agency Mailing Address



*The Leader in Sports, Leisure and Entertainment Insurance*

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United States Fire Insurance Company.

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