

# Specialty Insurance Coverage for Dance Schools and Studios



- Accident Insurance
- General Liability Insurance
- Professional Liability Insurance
- Abuse or Molestation Insurance

Francis L. Dean & Associates, LLC



*The Leader in Sports, Leisure and Entertainment Insurance*

As a performing art, dance allows students both young and old to express their emotions through body movement. Participation can provide physical fitness, discipline and entertainment... but can also result in accident and injury. Many families have little or no medical insurance, and those who have coverage may be required to meet large deductibles before their insurance pays any benefits. In addition, studio owners run the risk of personal exposure to lawsuits through a participant's injury claim and liability insurance requirements mandated by lenders or landlords.

This Specialty Insurance Program for Dance Schools and Studios is designed to help eliminate the financial and emotional burden one can incur as a result of a lawsuit or participant injury claim. 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

**\$100,000 Benefit**

*Pays the medical bills of an injured student 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

Principal Sum is \$100,000 with a \$500,000 aggregate. If a covered injury results in any of the losses specified below within 365 days of the date of the accident, the Company will pay the applicable amount:

- Full Principal Sum for loss of life, double dismemberment or quadriplegia
- Full Principal Sum for loss of sight, loss of hearing, or loss of speech that is irrecoverable by natural, surgical or artificial means
- 50% of the Principal Sum for loss of one arm, one leg, one hand, or one foot
- 50% of the Principal Sum for paraplegia or hemiplegia
- 50% of the Principal Sum as a monthly benefit for Coma
- 25% of the Principal Sum for loss of index finger and thumb of same hand or four fingers of the same hand

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

*Please note: a separate program is available for Aerial activities.*

### 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, OsgoodSchlatter'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.

## General Liability Coverage

*Protects you in the event of bodily injury or property damage*

### Limits

Our Professional, General Liability and Abuse or Molestation limits are separate. A claim under one coverage part will not reduce the coverage available for the two other coverage parts.

**General Liability Coverage** starting at \$1,000,000/\$1,000,000 limits

**Professional Liability Coverage** at \$1,000,000/\$1,000,000 limits

**Abuse or Molestation Coverage** starting at \$100,000/\$300,000 limits

### Who Is Covered

This \$1,000,000 occurrence form general liability program provides protection for your Dance Studio owners, directors, staff, and employees 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
- Property damage liability
- 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 school areas
- Professional liability (involves specialized education, knowledge, labor, judgement and skill that is predominately mental or intellectual).
- Abuse Or Molestation limits of \$100,000 per occurrence, \$300,000 general aggregate. Includes alleged physical and non-physical abuse (verbal, mental or emotional abuse).

*Standard additional insureds such as landlords or recital facilities can be added at no additional charge.*

*Includes coverage for all on and off site recitals.*

### Exclusions

**Exclusions include but are not limited to the following:**

Access or Disclosure of Confidential or Personal Information and data-Related Liability – With Limited Bodily Injury Exception, Coverage C – Medical Payments, Employment Related Practices Exclusion, Fungi or Bacteria, Exclusion of Other Acts of Terrorism Committed Outside the United States; CAP on Losses from Certified Acts of Terrorism, Exclusion of Punitive Damages Related to Terrorism, Liability Arising Out of Lead, Silica or Related Dust Exclusion, Nuclear, Biological, or Chemical Exclusion, Failure to Provide Waiver and Release Sublimit, Exclusion – Organic Pathogens.

*Note: This brochure has been designed to illustrate the highlights of this program but is not a contract. Some exclusions and coverages may be modified to meet individual state requirements. For specific details, please request a sample policy.*

## The Optional Coverages

### Independent Contractors

Independent contractors working at your studio can be added as additional insured to cover them while performing duties related to the conduct of your business.

### Hired and Non-Owned Automobile Liability Coverage

This liability coverage provides protection for rented, borrowed and other non-owned vehicles driven on dance school or studio business.

### Increased General Liability Aggregates

This option increases the aggregate limit of liability insurance from \$1,000,000 to larger amounts.

### \$1,000,000 Abuse Or Molestation

Abuse or Molestation coverage is provided for claims arising out of physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse.

### \$10,000 Medical Payment

Medical Payments coverage is a Commercial General Liability coverage which is designed to pay reasonable medical expenses, regardless of fault, for bodily injury caused by an accident.

### Equipment Coverage

This Inland Marine insurance product provides coverage for your equipment and contents up to the specified limit. This option requires a separate application and further underwriting.

### Excess Liability Coverage

This coverage provides additional liability limits increasing the per occurrence and aggregate limits. This option requires further underwriting.

## Proposed Policyholder Information *Please print or type*

Full Legal Name of Proposed Policyholder

### Type of Operation

Corporation

Individual/Sole Proprietor

Partnership/Joint Venture

Limited Liability Company (LLC)

Other:

Full Mailing Address

City

State

Zip

Contact Name

Phone Number

Email Address

Requested Effective Date

*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. 12 months of coverage is*

Please list locations of your studio with complete addresses

## General Liability Questionnaire

Has your past liability coverage been canceled in any way in the last three years?	YES	NO
Does your organization currently utilize a waiver system?	YES	NO
Do you currently have a risk management plan?	YES	NO
Is your current insurer non-renewing coverage?	YES	NO
Have any liability claims been paid by your insurer during the last 3 years?	YES	NO

If yes, describe claims:

Please select the style(s) of dance taught in your facility (select all that apply)

Acro/Acrobatic Dance	Flamenco	Salsa
Ballet/Pointe	Folk Dancing	Square
Ballroom	Hawaiian	Swing
Belly Dancing	Hip Hop	Tango
Cardio Dance	Irish	Tap
Clogging	Jazz	Theatrical/Musical Dance
Contemporary	Lyrical Dance	Zumba®
Cultural/Heritage Style Dancing	Modern	Other:

Do you offer pole or aerial dance?	YES	NO
Do you offer circus skills training?	YES	NO
Do you have any programs involving gymnastics, cheerleading, extreme tumbling?	YES	NO
Are you a professional dance/touring company?	YES	NO
Do you operate a nightclub, banquet/dance/reception hall, or discotheques?	YES	NO
Does your facility have an inflatable device?	YES	NO
Does your facility have playground equipment?	YES	NO
Do you have any activities/operations taking place at a residential location?	YES	NO

## Automated Premium Rate Calculator Minimum Premium is Fully Earned Upon Policy Inception.

*Rates Include \$100,000 Accident Policy and \$1,000,000 Limit Per Occurrence Liability Policy.*

### General Liability Aggregate

\$ 1,000,000
\$ 2,000,000
\$ 3,000,000
\$ 4,000,000
\$ 5,000,000

*Please provide total number of participants in the busiest month of the year for all locations combined.*

<b>Number of Participants</b>	<b>Rate per Participant</b>	<b>Total Rate</b>	<b>Minimum Premium</b>	<b>Premium Rate</b>
	x	=		

Does your organization host any birthday parties?      YES      NO

## Optional Coverages Premiums are fully earned.

**Hired and non-owned automobile liability coverage**      12 or 15 plus passenger vans are ineligible for this program.      =

\$250,000 for an additional \$250.00
\$500,000 for an additional \$500.00
No, thank you.

**Medical Payment**      x      =

\$10,000 for an additional
of Your Premium Rate
No, thank you.

**The following optional coverages are also available but subject to additional underwriting:**  
 \$1,000,000 Abuse or Molestation Liability Coverage, \$1,000,000 Hired and Non-Owned Automobile Liability Coverage, Equipment Coverage up to \$750,000, higher per occurrence limits of up to \$4,000,000.

*Please contact your agent. [Download Abuse Questionnaire](#)*

**Your Premium Rate Subtotal =**

## Additional Insureds

Name, Address and Relationship of all additional insureds to be added to the policy:

Full Legal Name, Email Address	Full Mailing Address (including city, state, zip)	Relationship (see legend)	Endorsements
			PRIMARY
			WAIVER
			PRIMARY
			WAIVER
			PRIMARY
			WAIVER

*L - Landlord, V - Venue, E - Event Operator, F - Franchisor/Franchise Owner, G - Governmental Agency, IC - Independent Contractor (Cost: \$75)*

**Your Premium Rate Subtotal =**

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

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

Independent Contractors      x \$75.00 =

**Total Premium =**

## Tournaments, Seminars, Camp, Field Trip Event Information

If your organization hosts any dance tournaments, seminars, camps and/or field trip activities, please complete this section to have your policy endorsed to include these activities.

**Event 1** *Any Camps or Field Trips with more than 300 total participants must be reviewed by underwriting. Please contact your agent. Dance Tournaments or Seminars more than 500 total participants are not provided.*

<b>Event Name</b>	<b>Event Type</b>	<b>Number of Participants</b>
<b>Event Start Date</b>	<b>Event End Date</b>	<i>Please note: Camps or Field Trips may be up to one year long. Dance Tournaments or Seminars may be up to 3 consecutive days only.</i>
<b>Location of Event</b>	<b>Location Address</b>	
<b>Event Premium =</b>		

**Event 2** *Any Camps or Field Trips with more than 300 total participants must be reviewed by underwriting. Please contact your agent. Dance Tournaments or Seminars more than 500 total participants are not provided.*

<b>Event Name</b>	<b>Event Type</b>	<b>Number of Participants</b>
<b>Event Start Date</b>	<b>Event End Date</b>	<i>Please note: Camps or Field Trips may be up to one year long. Dance Tournaments or Seminars may be up to 3 consecutive days only.</i>
<b>Location of Event</b>	<b>Location Address</b>	
<b>Event Premium =</b>		

**Event 3** *Any Camps or Field Trips with more than 300 total participants must be reviewed by underwriting. Please contact your agent. Dance Tournaments or Seminars more than 500 total participants are not provided.*

<b>Event Name</b>	<b>Event Type</b>	<b>Number of Participants</b>
<b>Event Start Date</b>	<b>Event End Date</b>	<i>Please note: Camps or Field Trips may be up to one year long. Dance Tournaments or Seminars may be up to 3 consecutive days only.</i>
<b>Location of Event</b>	<b>Location Address</b>	
<b>Event Premium =</b>		

**Events Premium Rate**

**Excluded Activities**

The ownership, operation, maintenance arising out of the use of inflatable recreational devices or inflatable amusement devices of any kind.

Any use, event, or display arising out of fireworks, or any other use of pyrotechnics including any firework sales.

Any use, handling, or storage of any firearms, ammunition, or explosives.

Any operations involving bungee devices, carnival rides, corn cannons, organized equine racing contests, organized equine vaulting or jumping contests, leasing of horses, jumping pillows, knocker ball, bubble soccer, Zorb ball, mechanical bucking devices including multi-ride attachments, aerial activities above 12 feet, rock climbing activities, activities involving permanent or mobile rock wall climbing structures, zip lines, pumpkin launching devices, rope challenge courses, water skiing, surfing, white water rafting or kayaking, tackle football, ATV/UTV, tracked or trackless train rides, trampolines, bike related trick or stunt activities or contests, Zippy Pets, haunted houses, haunted trails or haunted boats or barges, demolition derbies of any kind, independent security services other than a contracted public law enforcement officer.

**Payment**

Enclosed is:      my payment for the total premium      20% of my total premium

Payment method:      ACH      Credit Card

FLD Broker Fee =

**Total Amount Due**

Including FLD Broker Fee

**Acknowledgments 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. **Waiver Requirement** Each school or studio must implement a Release and Waiver of Liability and Indemnity Agreement for all students and staff members. Unintentional error on your part in securing Waiver and Release forms shall not void your coverage in the event of an occurrence to a student or staff member. However, your failure to maintain an adequate system to regularly secure Waiver and Release forms shall void your coverage in the event of an occurrence to a student or staff member. A sample waiver and release form is available upon request.
- c. **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.
- d. **Applicant's Acknowledgment** 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
- this application will form part of any policy issued,
  - no information given to or acquired by any representative of the Company will bind it, unless it is in writing on this application,
  - no waiver or modification will bind the Company unless it is in writing and is signed by an executive officer of the Company, and
  - only those persons eligible under the terms of an issued policy will be insured.

Agency Name

Agency License Number

Agent Phone Number

Agent Email Address

Agency Mailing Address

.....  
Signed for the Proposed Policyholder

.....  
Signed by Licensed Agent

.....  
Date

.....  
Licensed Agent Name

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