# **Specialty Insurance Coverage** For Mixed Martial Arts, Kickboxing, Boxing and Wrestling Events



Accident Insurance General Liability Insurance Professional Liability Insurance Francis L. Dean & Associates, LLC



The Leader in Sports, Leisure and Entertainment Insurance

# **The Accident Coverage**

Pays the medical bills of an injured participant.

### Who is Covered

All participants are covered while participating in Policyholder sponsored and supervised mixed martial arts, kickboxing, boxing or wrestling events. A participant is also covered while traveling, directly and without interruption, to and from any Policyholder sponsored activity and his or her home or place of residence.

### **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 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

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

### **Accidental Death and Dismemberment Benefit**

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.

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 selfdestruction or intentional selfinflicted 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.
- Aircraft travel, except as fare paying customer.

# **General Liability Coverage** \$1,000,000 Coverage

Protects you in the event of bodily injury or property damage

## Limits

Our General Liability and Professional Liability coverages are separate limits. A claim under one coverage part will not reduce the coverage available for the other coverage part.

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

# Who Is Covered

This program provides protection for the promoters, employees, staff, and volunteers 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 includes suits arising out of:

- Injury or death of spectators
- Injury or death of volunteers
- Property damage liability
- Host liquor liability (non-profit)
- All activities necessary to conduct events
- Ownership, use, or maintenance of arena or event areas
- General negligence claims
- Cost of investigation and defense of claims
- Professional liability (involves specialized education, knowledge, labor, judgement and skill that is predominately mental or intellectual)
- Abuse or molestation optional limits of \$100,000 per occurrence, \$300,000 general aggregate. Includes alleged physical and nonphysical abuse (verbal, mental or emotional abuse).

# 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 modi ied to meet individual state requirements. For speci ic details, please request a sample policy.

# The Optional Coverages

### Hired and Non-Owned Automobile Liability Coverage

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

### Increased General Liability Aggregates

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

# 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 General Liability Coverage**

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

#### Form fields not fillable? Download Adobe Acrobat Reader

Proposed	Policy	yholder	Informatio	n Pleas	e 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 Addres	S
Apply for: Accident Ins Accident and	surance Only d General Liability Insurance	3		

### **Event Information**

Name of the Event

Location of the Event

Sport of Event (select all	that apply)
Mixed Martial Arts	Boxing

Kickboxing Wrestling

.. .

Date of Event

Does your event run past midnight?	YES	NO
Do you need coverage for a setup one day before the event?	YES	NO
Do you need coverage for a takedown one day after the event?	YES	NO

**Effective Date** 

Last Date of Coverage

Longer policy term is available but subject to additional underwriting. Please contact your agent if wishing to apply for coverage.

#### Form fields not fillable? Download Adobe Acrobat Reader



## **General Liability Coverage**

### **General Liability Questionnaire**

1. Have any of the Policyholder's/Promoter's past boxing insurance policies been canceled?	YES	NO
2. Does your organization currently utilize a waiver system?	YES	NO
3. Does your organization currently have a risk management plan?	YES	NO
4. Have any of the Policyholder's/Promoter's past boxing insurance policies been non-renewed by it's insurer?	YES	NO
5. Have any of the Policyholder's/Promoter's past boxing insurance policies had claims filed against them?	YES	NO
If yes, please describe claims:		
6. Is the Policyholder/Promoter responsible for security, liquor, ushers, tent, vendors, concessions, temporary stage or temporary ligths?	YES	NO
7. Security provider for the event:		
8. Proximity to Fire/Medical Services (miles):		
9. Is facility protected by sprinkler system?	YES	NO
10. Are fire extinguishers located at facility?	YES	NO

#### Form fields not fillable? Download Adobe Acrobat Reader

**General Liability Coverage Premium Rate Calculator** Minimum Premium is Fully Earned Upon Policy Inception. Rates include \$1,000,000 Per Occurrence / \$1,000,000 Aggregate General Liability Policy.

General Liability coverage is for spectators only. This includes coverage for bodily injury, as well as damage done to their property, during the course of the event. **Please note, participant coverage is excluded**.

#### **General Liability Aggregate**

\$1,000,000	\$2,000,000	\$3,000,000	\$4,000,000	\$5,000,000	
		Total Number of	Spectators	Rate per Person	Total Rate
			x		=
				Minimum Premi	um =
				General Liability Premi	um =
				General Liability Premi	um =

#### **Optional Coverages** Premiums are fully earned.

Hired and non-owned automobile liabilit	y coverage 12 or 15 plus p	assenger vans are ir	neligible for this program.	
\$250,000 for an additional \$250.00	\$500,000 for an additional	\$500.00	No, thank you.	=
Medical Payment \$10,000 for an additional 5% of Your Premiur	m Rate	No, thank you.		x 0.05 =
Abuse or Molestation Liability Coverage				
\$100,000 / \$300,000 for an additional \$0.33	per person	No, thank you.		x \$0.33 =
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, Excess Liability Coverage of up to \$4,000,000.   Please contact your agent. Download Abuse Questionnaire				

#### **Additional Insureds**

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

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	e legend) Endorsements PRIMARY WAIVER
			PRIMARY WAIVER
			PRIMARY WAIVER
L - Landlord, V - Venue, E - Event Operator, F	- Franchisor/Franchise Owner, G - Governmental Ager	ncy, 0 - Other (inclu	de details)
	Yo	ur Premium Rate Su	btotal =
	Additional Insureds requiring Primary Non-Contributory Endorse	ements x \$	100.00 =
	Additional Insureds requiring Waiver of Subrogation Endorse	ements x \$	100.00 =
		Total Liability Pre	mium =

#### **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, training, or storage of any firearms, ammunition, or explosives. Any operations involving bungee devices (except for indoor bungee fitness), 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.

Trail design, including trail construction and maintenance, Participants of Mixed Martial Arts (MMA) competitions or tournaments, Participants of boxing competitions or tournaments, Participants of bare-knuckle boxing, Any use of sharpened or live edged weapons, Security Officers Registration Act (SORA) training programs, WWE style fight training, professional fight training, professional fighting participants, Operations of independent concessionaires or vendors in conjunction with your organization or event, Operations of independent performers and artists in conjunction with your organization or event, Use of gymnastics apparatuses, including balance beams, uneven bars, vaults, spring flooring, and rings, Aerial activities and performances other than studio sponsored recitals with maximum heights of 12 feet.

### Payment

Enclosed is the payment for the total premium

FLD Broker Fee =

Total Amount Due Including FLD Broker Fee

**Agency Name** 

Agency License Number

Agent Phone Number

Agent Email Address

Agency Mailing Address

Payment method: ACH Credit Card

### **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 organization or team must implement a Release and Waiver of Liability and Indemnity Agreement for all players and staff. Unintentional error on your part in securing Waiver and Release forms shall not void your coverage in the event of an occurrence to a player 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 player 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 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

### Date

Licensed Agent Name

# Francis L. Dean & Associates, LLC



The Leader in Sports, Leisure and Entertainment Insurance

### Francis L. Dean & Associates, LLC

FAX (630) 665-7294 • www.fdean.com

Processing Center: 12800 University Drive, Suite 125 Fort Myers, FL 33907