

Specialty Insurance Coverage
for Marching Bands, Drum & Bugle Corps, Color Guard and Percussion Organizations



- 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

The Accident Coverage \$25,000 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 \$2,500. 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 “Member” means hand, foot, or eye.

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, 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

\$1,000,000 Coverage

Protects you in the event of bodily injury or property damage

Limits

Our General Liability, Professional Liability, and Abuse or Molestation coverages are separate limits. 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 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
- 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 play 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 park districts, school districts or other venues can be added for no additional charge.

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

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 camp, clinic or conference business.

Excess Liability Coverage

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

Increased General Liability Aggregates

This option increases the aggregate limit of liability insurance from \$1,000,000 up to \$5,000,000.

\$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 Payments

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.

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 select your activities

Marching Bands

Color Guard

Winter Guard

Drum & Bugle Corps

Percussion

Total Number of Participants

Accident Coverage Premium Rate Calculator Minimum Premium is Fully Earned Upon Policy Inception.

Total Number of Participants Rate per person Calculated Premium

x =

Fully Earned Minimum Premium =

Total Accident Premium =

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
Does your organization 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:		
Do you own or operate any sports fields, courts or facilities on a 24-hour basis?	YES	NO
Does your organization have other sports outside of the selected above?	YES	NO
Are any of your players compensated/paid to participate in your sports organization?	YES	NO
Is your organization school-sanctioned?	YES	NO
Are any activities held on residential property?	YES	NO
Do any activities take place at a pool that you own, operate or manage?	YES	NO

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 Aggregate

\$1,000,000

\$2,000,000

\$3,000,000

\$4,000,000

\$5,000,000

Total Number of Participants

Rate per person

Calculated Premium

x

=

Fully Earned Minimum Premium =

Total General Liability Premium =

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 Payments
 \$10,000 for an additional of Liability Premium No, thank you. x =

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](#)

Your Premium Rate Subtotal =

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 legend)	Endorsements
			PRIMARY
			WAIVER
			PRIMARY
			WAIVER
			PRIMARY
			WAIVER

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

Your Premium Rate Subtotal =

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

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

Total Premium =

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 policyholder must implement a Release and Waiver of Liability and Indemnity Agreement for all participants 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 participant 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 participant or staff member. A full supply of Waiver and Release forms shall be shipped to your policyholder 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
 - (e) this application will form part of any policy issued,
 - (f) no information given to or acquired by any representative of the Company will bind it, unless it is in writing on this application,
 - (g) no waiver or modification will bind the Company unless it is in writing and is signed by an executive officer of the Company, and
 - (h) 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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FAX (630) 665-7294 • www.fdean.com

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