

## PROGRAM DESCRIPTION

This program has been designed for U.S.-based certified chapters of the National Audubon Society. Basic coverage provided includes important liability protection for the chapter including its directors, officers, employees and volunteers for liability claims arising out of its operations. Covered operations consist of your scheduled, sanctioned, organized and supervised activities in which your members participate. Coverage is also provided for member activities such as meetings, registrations, parades in which you participate, picnics, banquets, ceremonies and use of kayaks, rafts, rowboats and canoes on rivers, inland waterways (lakes), tidal marshes, estuaries, coastal waterways, protected coves and coastal bays. Coverage for activities not related directly to the chapter's common interest must be pre-reported and approved by Pachner & Associates. Optional coverages are available for vacant land, office premises, and camps and clinics.

Coverage is provided by Nationwide Mutual Insurance Company of Columbus, OH with financial strength rating of A+ (Superior) by A.M. Best Company.

## ELIGIBLE OPERATIONS

Certified Chapters of the National Audubon Society

### EASY WAYS TO ENROLL FOR COVERAGE



**WEB:** For more information or applications view us on-line at [www.pachner-nas.info](http://www.pachner-nas.info) to obtain the enrollment form  
OR  
Submit this enrollment form, with payment, to Pachner & Associates, LLC.



**E-MAIL:** [kestrel@pachner.info](mailto:kestrel@pachner.info)



**FAX:** 1-866-406-9548



**MAIL:** Pachner & Associates LLC  
PO BOX 926  
Bedford, NY 10506-0926



**QUESTIONS:** 1-888-582-4884

## EXCLUSIONS

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

- Abuse, molestation, harassment, or sexual conduct (unless optional coverage is approved)
- Amusement devices (e.g.: rides, slides, inflatables (except for kayaks/rafts, bungees, climbing walls, dunk tanks)
- Asbestos
- Employment-related practices (Coverage is available through purchase of the Directors and Officers Liability option)
- Events where the insured is required to hold a liquor license or permit
- Fireworks
- Gambling activities or events
- Haunted attractions
- Outside concessionaires and vendors in conjunction with your organization. The operations of outside concessionaires are not covered by this program. Please contact Pachner & Associates for more information.
- Operations outside the U.S.
- Operation, ownership or management of any facility or premises, other than while being used for covered activities (unless otherwise purchased)

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 term to the next. You may request a copy of the full policy by submitting a written request to us.

## COVERAGES AND LIMITS

Commercial General Liability	Option 1	Option 2	Option 3	Option 4	Option 5
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
Damage to Premises Rented to You (Fire Legal Liability)	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
Medical Expense (other than members/participants)	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Hired Auto and Employers' Nonownership Liability (not provided while in Hawaii)	\$ 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
Legal Liability to Participants	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000
Medical Payments for Participants (excess)- \$1000 deductible	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
<b>Rates</b> Per active member/ participant (one who regularly participates in chapter program)	\$ 3.39	\$ 4.64	\$ 5.27	\$ 5.64	\$ 5.92
<b>Minimum Premiums</b>	\$ 300.00	\$ 375.00	\$ 625.00	\$ 875.00	\$1,125.00

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 damages arising out of premises, operations, products and completed operations and personal and advertising injury. Additional or broadening coverages added with the broadening endorsement are:

- Expected or intended injury resulting from the use of reasonable force to protect persons or property
- Non-owned watercraft – extended to 58 feet
- Supplementary payments - \$2,500 bail bonds, \$500 a day loss of earnings
- Newly Acquired or Formed Organizations – 180 days
- Knowledge or Notice of Occurrence
- Waiver of right of recovery
- Bodily injury definition – expanded to include mental anguish, mental injury, shock, fright, humiliation, emotional distress or death resulting from bodily injury, sickness or disease.
- Damage to Premises Rented to You – the term fire is replaced with fire, lightning, explosion, smoke and leaks from sprinklers
- Definition of Personal and Advertising injury – expanded
- Additional coverages:
  - Emergency Real Estate Consultant Fee - \$25,000
  - Identify Theft Exposure (for directors or officers) - \$25,000
  - Key Individual Replacement Cost - \$50,000
  - Lease Cancellation Moving Expense - \$2,500
  - Temporary Meeting Place - \$25,000
  - Terrorism Travel Reimbursement (for directors or officers)- \$25,000
  - Workplace Violence Counseling - \$25,000

**Legal Liability to Participants** – coverage which offers protection against bodily injury liability claims brought by persons participating in covered activities.

**Professional Liability** – provides protection against claims that arise out of the rendering, or failure to render: instruction, demonstration, direction and/or advice relating to the activity.

**Medical Payments for Participants** – coverage which pays the medical and dental expenses incurred by a member/participant when an accidental injury occurs while participating in your covered activities. The coverage is provided on an excess basis, after all other medical coverage available to the participant has been exhausted. If no other medical coverage exists, the coverage becomes primary. A \$1000 deductible applies to each claim, and the benefit period is two years from the date of the accident.

**Hired Auto and Employers' Nonownership Liability** (not provided while in Hawaii)– coverage which protects the insured against liability claims arising out of the maintenance or use of motor vehicles hired or borrowed by the insured on a short-term basis, as well as coverage for those autos your organization does not own, lease, hire, rent or borrow that are used in conjunction with your operations.

## OPTIONAL COVERAGES AVAILABLE

### Camps and Clinics

General liability and medical payments for participants for camps/clinics that the chapter would conduct for non-registered members of the chapter. See page 6 for the limits and rates available.

### Vacant Land

General liability for 24 hour coverage of vacant land that is owned and/or managed or is the legal responsibility of the chapter. Coverage limited to 250 acres. If over 250 acres, it is a referral to the company. See page 6 for limits and rates available.

### Office Operations

General liability for the chapter's office owned or operated the chapter. See page 6 for limits and rates available.

### Equipment and Contents Coverage (Inland Marine)

This provides coverage for direct loss or damage to your chapter's equipment, supplies and small portable storage units that you own due to fire, theft, vandalism or other covered causes (subject to actual policy terms and conditions). You must insure the full replacement cost of all of your equipment and contents to avoid a penalty at the time of loss. Should you add additional equipment or contents to your inventory, please contact us to have items added to your policy.

Coverage conditions:

1. Coverage is not available on a stand-alone basis. You must have commercial general liability coverage for your chapter with the National Audubon Society RPG Insurance Program.
2. Coverage cannot be extended to cover non-structural glass or permanent structures.
3. Coverage will be effective the day after we receive the proper completed enrollment form with premium and will expire on the expiration date of your chapter through the National Audubon Society RPG Insurance Program.
4. This coverage is not available for New Jersey applicants.

Rates			
Total Value Per Location	Rate	Deductible	Minimum Premium
\$ 1 - \$ 10,000	\$ .03	\$ 250	\$ 100.00
\$ 10,001 - \$100,000	\$.026	\$ 1,000	n/a
\$ 100,001 +	\$.026	\$ 2,500	n/a

### Sexual Abuse or Sexual Molestation Liability

OR

### Abuse, Molestation Harassment or Sexual Conduct Defense Cost Reimbursement Coverage

This program includes two options for coverage for claims arising out of sexual abuse or sexual molestation:

- Option 1: \$1,000,000 of liability coverage for sums the insured becomes legally obligated to pay as damages because of loss arising out of any actual or threatened sexual abuse or sexual molestation. This limit is part of, not in addition to, the general liability limit selected.
- Option 2: \$100,000 of coverage for reimbursement of defense costs only resulting from claims arising out of abuse, molestation, harassment or sexual conduct

Coverage Conditions:

1. Coverage is contingent upon completion, as well as review and approval from us, of underwriting questions found on page 7.
2. Coverage is not available on a standalone basis. You must have commercial general liability coverage for your chapter with the Certified Chapter of the National Audubon Society RPG Insurance Program.
3. Only one option may be purchased.

Options	Rates
<b>Option 1</b> - \$1,000,000 Sexual Abuse or Sexual Molestation Liability	See page 7 for rates (\$150.00 minimum premium)
<b>Option 2</b> - \$100,000 Abuse, Molestation Harassment or Sexual Conduct Defense Cost Reimbursement Coverage	\$100.00 (Flat rate)

## OPTIONAL COVERAGES (continued)

### Directors' & Officers' Liability including Employment Practices Liability

This coverage provides important protection for chapters' organized as not-for-profit corporations for claims arising out of allegations of errors, omissions, or wrongful acts committed by its directors, officers, employees or volunteers. Coverage responds to allegations of discrimination, wrongful dismissal, acts beyond granted authority, failure to deliver services and wrongful employment practices. Please see the attached Directors and Officers Enrollment form.

## FREQUENTLY ASKED QUESTIONS

### 1. What is an active member vs an inactive member?

- a. Active member: Chapter members and/or National Audubon Society members residing in the chapter territory who are active by participating in chapter programs/field trips, etc.
- b. Inactive member: Chapter members and/or National Audubon Society members residing in the chapter territory who are not regularly participating in chapter programs/field trip

### 2. What is a clinic?

A clinic is a class (can be for a few hours during the day or day long) that is demonstrating/instructing non member participants various how to items. Topics can include: how to build a bird house, how to identify birds, bird feeding procedures, etc.



# Insurance Program Enrollment Form for Certified Chapters of National Audubon Society

Valid for effective dates from 3/1/13 through 2/28/14

Completion of this enrollment form confirms your desire to obtain insurance through the Sports, Leisure and Entertainment Risk Purchasing Group. An RPG provides group purchasing power for similar risks resulting in potential advantageous coverage terms, competitive rates, risk management bulletins, and rewards for favorable group loss experience. An RPG membership fee may be charged. The submission of this enrollment form and/or the acceptance of payment does not guarantee coverage. Certain operations are not eligible for coverage by this program. We reserve the right to decline any request for coverage.

### TO AVOID PROCESSING DELAYS, PLEASE:

1. Complete all sections (print legibly)
2. Sign and date where required
3. Remit completed enrollment form (pages 5-11) with payment
4. OR complete online fillable application

<b>GENERAL INFORMATION</b>	<input type="radio"/> I am a new account	<input type="radio"/> I am renewing my coverage
	Named Insured (as it should appear on the policy): _____ (the legal name of the business or organization; typically the name that would appear on any contracts or agreements)	
	Doing business as (DBA): _____ (Additional name(s) under which the named insured operates)	
	Mailing address: _____	
	City: _____ State: _____ Zip: _____	
	Contact name: _____ Phone: (____) _____	
	Cell: (____) _____ Fax: (____) _____	
	E-mail: _____ Website: _____	

<b>DATES</b>	Coverage will begin the day after the completed enrollment form and premium are received and approved by us, or on a later date you specify below. (If renewing coverage, please provide the expiration date of your current policy.)
	<input type="radio"/> Start my coverage on this date: ____ / ____ / ____

<b>BUSINESS INFORMATION</b>	Form of business: <input type="radio"/> Not-for-profit chapter <input type="radio"/> For-profit chapter
	Chapter code for the National Audubon Society _____
	Are you responsible for the ownership, operation or maintenance of a facility? <input type="radio"/> Yes <input type="radio"/> No
	Does your chapter incorporate any of the following in your operations? <input type="radio"/> Yes <input type="radio"/> No
	<input type="radio"/> Canoeing, kayaking, use of rowboats –personal floatation devices required If yes, are these on: (choose all that apply)
	<input type="radio"/> Inland waterways (lakes) <input type="radio"/> Coastal waterways <input type="radio"/> Rivers <input type="radio"/> Coastal Bays
	<input type="radio"/> Marshes <input type="radio"/> Estuaries <input type="radio"/> Protected Coves
	<input type="radio"/> Camps/Clinics <input type="radio"/> Yes <input type="radio"/> No
	<input type="radio"/> Own vacant land <input type="radio"/> Yes <input type="radio"/> No
	<input type="radio"/> Own or operate a separate space for the chapters office <input type="radio"/> Yes <input type="radio"/> No
How many members (active and inactive * see FAQs for definitions) does the chapter have? Active _____ Inactive _____	
Does your club participate in any other activities not related to typical Audubon activities? <input type="radio"/> Yes <input type="radio"/> No If yes, explain: _____	

**PREMIUM CALCULATION**

Premium is determined by applying the appropriate rate for the coverage option selected per active individual member/participant (see FAQs on page 4) and is subject to the minimum premium. Please select only one limit option to apply for all activities or operations. All of your active members/participants are required to be reported in the premium calculation, and a list/roster may be requested as verification.

Rates Per active participant (see FAQs on page 4 for definition of "active")	Limits of Liability - Includes \$25,000 of Medical Payments for Participants				
	Option 1 \$1,000,000 Per occurrence	Option 2 \$2,000,000 Per occurrence	Option 3 \$3,000,000 Per occurrence	Option 4 \$4,000,000 Per occurrence	Option 5 \$5,000,000 Per occurrence
	\$ 3.39	\$ 4.64	\$ 5.27	\$ 5.64	\$ 5.92
<b>Minimum Premiums</b>	\$ 300.00	\$ 375.00	\$ 625.00	\$ 875.00	\$ 1,125.00

Coverage Option #	# of Members/Participants-Active (active = those members who are regularly engaged in the chapters activities)	X	Rate	=	Premium
		X	\$	=	\$
<b>Minimum Premium:</b> Please enter your minimum premium per the schedule above.					\$
<b>Premium Due:</b> If the total calculated premium is less than the minimum premium, the total premium due is the minimum premium.					\$ (A)

**OPTIONAL COVERAGES PREMIUM CALCULATION**

**Check here and skip this section if you do not want this coverage option**

Optional Coverage Conditions:

1. You must have commercial general liability coverage for your chapter through the RPG Insurance Program for the Certified Chapter of the National Audubon Society and coverage must follow the same limit option purchased for your chapter.
2. Coverage will be effective the day after we receive the request with premium and will expire on the expiration date of your chapter liability insurance.

Type of Activity	Option 1 \$1,000,000	Option 2 \$2,000,000	Option 3 \$3,000,000	Option 4 \$4,000,000	Option 5 \$5,000,000
<b>Clinics 1-2 days</b> (includes \$25,000 Medical Payments for Participants)	\$ 1.58 Per Participant	\$ 2.13 Per Participant	\$ 2.41 Per Participant	\$ 2.57 Per Participant	\$ 2.70 Per Participant
<b>Camps 3-7 days</b> (includes \$25,000 Medical Payments for Participants)	\$ 3.94 Per Participant	\$ 5.33 Per Participant	\$ 6.02 Per Participant	\$ 6.44 Per Participant	\$ 6.74 Per Participant
<b>Office Exposure</b> (owned/leased space)	\$ 150.00 Per Office	\$ 225.00 Per Office	\$ 263.00 Per Office	\$ 285.00 Per Office	\$ 302.00 Per Office
<b>Vacant Land Coverage</b> (owned or managed by chapter)	\$.15 per acre \$ 25.00 Minimum Premium	\$.23 per acre \$ 37.50 Minimum Premium	\$.26 per acre \$ 43.75 Minimum Premium	\$.29 per acre \$ 47.50 Minimum Premium	\$.30 per acre \$ 50.25 Minimum Premium

Type of Activity	Limit of Liability	Exposure Basis	X	Rate	Premium
			X	\$	\$
			X	\$	\$
			X	\$	\$
			X	\$	\$
<b>Optional Coverages Premium Total (add all lines above)</b>					\$ (B)

**Sexual Abuse or Sexual Molestation Liability Coverage OR Abuse, Molestation or Harassment or Sexual Conduct Defense Cost Reimbursement**

Check here and skip this section if you do not want this coverage option  
 Coverage is contingent upon underwriting review and approval of the following questionnaire.

1. Does your organization currently have employees, volunteers or require the presence of at least two adults when minors are present?  Yes  No
2. Have any claims, allegations or charges of abuse, molestation or sexual misconduct been made against you or your organization or anyone working on behalf of your organization?  Yes  No
- a. Are you aware of any occurrences that could lead to a claim?  Yes  No

If yes to 2. or 2.a., please explain: \_\_\_\_\_

3. Do you, your organization or sanctioning/governing body have written procedures in place regarding the prevention and mitigation of abuse, molestation or sexual misconduct?  Yes  No
- a. Do the procedures require that known or suspected abuse incidents must be reported to law enforcement?  Yes  No
- b. Are written procedures provided or available to each employee, volunteer or sanctioning/governing body member?  Yes  No
- c. Do the written procedures establish and require adherence to the "three person rule"? ("Three person rule" prohibits one adult from being alone with one youth. A second adult must be present, or there must be two or more youths with an adult.)  Yes  No
- If no, do the procedures establish if and when exceptions to the "three person rule" are permissible as part of your operations/activities?  Yes  No

4. Please complete the following questions regarding employee and volunteer screening controls used by your organization.
- Check here and skip the chart below if you have no employees or volunteers, but always require the presence of at least two adults whenever minors are present.

Please Complete All Questions The term "Volunteers" in the following questions means someone who exerts control over or supervises participants.	Employees (Check Here if No Employees <input type="radio"/> )	Volunteers (Check Here if No Volunteers <input type="radio"/> )
Are written applications required? If yes, does the application include questions about whether the individual has ever been convicted for any crime involving physical violence or sex related offenses? If yes and applicant checks yes, do you reject the applicant?	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No
Are background checks provided by a third party vendor/service? If yes, do you reject an applicant with any history of physical violence or sex related offenses?	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No

Please explain any "No" responses to questions asked in #4: \_\_\_\_\_

<input type="radio"/> Option 1 – Sexual Abuse or Sexual Molestation Liability					
Type of Coverage	Rate	X	Total # of Members/ Participants (from pg 6)	=	Premium
Chapter	\$ .50	X		=	\$
Clinic (1-2 days)	\$ .22	X		=	\$
Camp (3-7 days)	\$ .55	X		=	\$
<b>Option 1 Total Premium (add all lines above) - \$150.00 minimum premium applies</b>					\$ (C)
<input type="radio"/> Option 2 – Abuse, Molestation, Harassment or Sexual Conduct Defense Cost Reimbursement					\$ 100.00 (C)

**Equipment and Contents Coverage (Inland Marine)** - This coverage is not available for New Jersey applicants.

Check here and skip this section if you do not want this coverage option

TO AVOID A CO-INSURANCE PENALTY, YOU MUST INSURE 100% OF THE REPLACEMENT COST OF YOUR EQUIPMENT AND CONTENTS FOR ALL OF YOUR LOCATIONS.

**Step 1: Fill in the values to determine your total replacement cost amount for ALL locations**

<b>Individually list any items with values over \$5,000</b>	<b>Value</b>
_____	\$ _____
_____	\$ _____
_____	\$ _____

**Provide values for categories below** (DO NOT include those values already shown above)

Chapter equipment/supplies (such as activity material, equipment)	\$ _____
Portable storage units (not permanent structures)	\$ _____
Misc. equipment – please describe _____	\$ _____
<b>Total replacement value for all location(s) (add all lines above)</b>	<b>\$ _____</b>

**Step 2: List physical addresses where equipment and contents are stored** P.O. boxes cannot be accepted

Location 1: _____	Address	City	State	Zip
Location 1: _____	Address	City	State	Zip

**Step 3: Calculate premium**

(If total calculated premium is less than the minimum premium, the total premium due is the minimum premium)

Equipment & Contents Premium
<input type="radio"/> <b>My total replacement value is between \$1 - \$10,000</b> (\$250 deductible will apply) $\$.03 \times \$ \underline{\hspace{2cm}} = \$ \underline{\hspace{2cm}}$ \$ _____ (D) <div style="display: flex; justify-content: space-between; width: 100%;"> <span>Total Replacement Value</span> <span>Equipment &amp; Contents Premium (\$100.00 minimum premium applies)</span> </div>
<input type="radio"/> <b>My total replacement value is over \$10,000</b> (A \$1,000 deductible applies to values from \$10,001 - \$100,000 and a \$2,500 deductible applies to values over \$100,000) $\$.026 \times \$ \underline{\hspace{2cm}} = \$ \underline{\hspace{2cm}}$ \$ _____ (D) <div style="display: flex; justify-content: space-between; width: 100%;"> <span>Total Replacement Value</span> <span>Equipment &amp; Contents Premium (\$100.00 minimum premium applies)</span> </div>
<p><b>NOTE: If replacement value is over \$100,000, please contact us for additional underwriting information needed in order to approve/bind coverage.</b></p>

<b>Chapter Premium</b> (from page 6)	(A)
<b>Optional Coverage</b> - Camp/Clinic/Vacant Land/Office Exposures Premium (from page 6)	(B)
<b>Optional Coverage</b> - Sexual Abuse/Sexual Molestation Premium: <input type="radio"/> \$100,000 Defense Reimbursement Only OR <input type="radio"/> \$1,000,000 Liability Limit (from page 7)	(C)
<b>Optional Coverage</b> - Equipment and Contents Premium (from page 8)	(D)
<b>Premium Due-subtotal</b> (add lines A - D)	(E)
<b>Florida Applicants Only</b> Florida applicants need to add a 1.3% state mandated Hurricane Catastrophe Fund assessment fee to the total premium due	(F)
<b>FL Premium Due-subtotal</b> (Multiply line E X 1.013)	
Annual Risk Purchasing Group Membership Fee (Required)	\$ 10.00 (G)
<b>Total Cost Due: (Add lines E or F + G)</b>	



**DOCUMENT  
DELIVERY**

You will receive a certificate showing evidence that coverage has been bound. This coverage document will be delivered via e-mail, unless otherwise indicated below. Additional certificate requests will be delivered to the same person. Please select only one option.

- E-mail to: \_\_\_\_\_ attn: \_\_\_\_\_  
(selecting this option confirms your consent for coverage documents to be delivered via e-mail)
- Fax to: \_\_\_\_\_ attn: \_\_\_\_\_
- Mail to: \_\_\_\_\_ attn: \_\_\_\_\_

**CERTIFICATE REQUESTS**

Complete this section to request additional certificates. If more than one additional certificate is required, please attach a separate sheet.

This certificate is for our:

- Program coverage (commercial general liability)
- Equipment and contents coverage

Check the type of certificate you are requesting:

- Additional insured
- Evidence of coverage
- Loss payee

Certificate holder information:

Entity name: \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Relationship to named insured:

- Owner/lessor of premises
- Sponsor
- Co-promoter
- Lessor of equipment and contents
- Other (please identify/explain): \_\_\_\_\_

Special language need (please explain /attach): \_\_\_\_\_

Date certificate needed by: \_\_\_\_/\_\_\_\_/\_\_\_\_

If applicable:

RE: Date(s) of event/activity: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Type of event/activity: \_\_\_\_\_  
Name of event/activity: \_\_\_\_\_  
Location of event/activity: \_\_\_\_\_

For Loss Payee:

Type of Equipment: \_\_\_\_\_  
Replacement cost limit: \_\_\_\_\_

Any person who knowingly and with intent to defraud any insurance company or another 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 the person to criminal and [NY: substantial] civil penalties. (Not applicable in CO, DC, FL, HI, KS, MA, MN, NE, OH, OK, OR, VT or WA; in LA, ME, TN, and VA, insurance benefits may also be denied)

**APPLICABLE IN COLORADO** 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 policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement of award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**APPLICABLE IN THE DISTRICT OF COLUMBIA**  
WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

**APPLICABLE IN FLORIDA** Any person who 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.

**APPLICABLE IN HAWAII** For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

**APPLICABLE IN KANSAS** 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 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 MASSACHUSETTS, NEBRASKA, OREGON AND VERMONT** Any person who knowingly and with intent to defraud any insurance company or another 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, may be committing a fraudulent insurance act, which may be a crime and may subject the person to criminal and civil penalties.

**APPLICABLE IN MINNESOTA** Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

**APPLICABLE IN OHIO** Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deception statement is guilty of insurance fraud.

**APPLICABLE IN OKLAHOMA WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**APPLICABLE IN WASHINGTON** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

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

Please make check payable to Pachner & Associates. Enclosed is check # \_\_\_\_\_ for \$ \_\_\_\_\_

OR

For your convenience check payments may also be made online at [www.pachner-nas.info](http://www.pachner-nas.info)  
Click on the **Client Account Access** link on the bottom left hand side of the page.

The following exclusions are contained in the commercial general liability coverage provided by this program. Abuse, molestation, harassment or sexual conduct (unless optional liability coverage is approved); Acrobatic or circus performing programs; Addiction or illness support groups; 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 except for rafts and kayaks, any bungee operation or equipment, any vertical device or equipment used for climbing-either permanently affixed or temporarily erected, or dunk tank. Amusement device does not include any video arcade or computer games); Animals (injury or death to, or injury, death or property damage caused by any animal owned, rented or hired by you. However, birds are covered for the liability arising out of the insured's operations that include the use of these animals); Asbestos; Boys or girls clubs; Boys scouts or girls scouts; Commercial general liability standard exclusions (CG0001 12/04 edition); Country clubs; Dating clubs, programs or organizations; Day care or adult before and/or after care school care operations, latch key program, babysitting or childcare clubs or programs; Employment-related practices; Events where the insured is required to hold a liquor license or permit; Fireworks; Fitness clubs; Fraternities or sororities; Fungi or bacteria; Gambling activities or events; Groups under the direction of a professional counselor or therapists; Haunted attractions; Historical battle reenactment groups; Instruction in first aid, CPR, or life-saving/life-guarding; Lead; Nuclear energy liability; Nutritional and weight loss programs; Operation, ownership or management of any facility or premises, other than while being used for covered activities (unless optional coverage is purchased); Operations outside of the U.S.; Outside concessionaires and vendors in conjunction with your organization; Performers; Political, activist and/or government groups; Programs dedicated to discipline, rehabilitation or behavior modification; Programs or activities that involve weapons or firearms; Retreats; Rodeos; Saddle animals; School accredited classes, programs or clubs; Senior centers; Snowmobile; Sports teams, leagues or associations or sporting events/activities; Vehicle club owners; Veterans or military organizations (e.g.: American Legion, Elks, Moose, Knights of Columbus)

**READ AND SIGN**

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 accurate.

I am aware that the insurance company expects accurate reporting for my premium calculation. I understand that my books 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.

I further acknowledge that I have reviewed all information provided with this enrollment form and understand the exclusions that apply, as well as the activities and operations for which coverage is not provided.

Pachner & Associates, LLC receives a commission of 12.5% of the policy premium from the insurers (included in the premium) for servicing the policy. The total may also include an annual RPG membership fee up to ten dollars. We expect to receive no other remuneration for servicing these policies. Pachner & Associates, LLC has no material financial interest in the insurers, and they have no material financial interest in Pachner & Associates, LLC. Pachner & Associates represents the policy holder as their agent for the purposes of this transaction. We do have a contract with the managing general underwriter K&K Insurance Group, Inc. that obligates us to certain guidelines in terms of payment of premium, binding authority, issuance of certificates of participation and paperwork. You may submit a written request for additional information about our remuneration.

**Applicant or agent signature:** \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_ Title: \_\_\_\_\_

If an agent: Check here to acknowledge you are signing on behalf of the named insured.

Named insured (from page 5): \_\_\_\_\_