



Insuring the world's fun!

**CERTIFIED COACHES
INSURANCE
PROGRAM**



UNITED STATES MOTORCYCLE COACHING ASSOCIATION®

MOTORSPORTS

Facilities & Events

Eligible Operations:

- Boat racing
- Demo derbies
- Drag racing
- Independent car club activities
- Indoor karting
- Kart racing
- Motorcycle racing
- Motorsports country clubs
- Motorsports driving schools
- Short track oval racing
- Racing associations
- Road courses
- Snowmobile competitions
- Specialty motorsports events
- Super speedways
- Tractor/truck pulls

Key Underwriting/Qualifying

Factors (Including but not limited to):

- Must meet K&K motorsport insurability guidelines

Ineligible for this program:

- Noncompetitive participation facilities (i.e., go kart concession tracks, off-road vehicle parks, mud parks)
- Drag boat racing

K&K Benefits:

- Experienced & professional staff dedicated exclusively to servicing the K&K Motorsports Programs for over 65 years
- Attendance at industry conventions including RPM Promoters Workshops, Performance Racing Industry Trade Show (PRI)
- Active industry involvement through sanctioning bodies, racing associations and event attendance
- In-house underwriting, policy administration, loss control and claims services
- 24-hour emergency claims phone service
- Insurance carriers rated "A" or higher by A.M. Best
- Premium installment plans available

No other organization has the knowledge and experience that allows K&K to provide superior coverage for world-renowned racing organizations as well as local tracks, teams and drivers. K&K Insurance has provided motorsports insurance to the industry since 1952 and is still the leader in the industry today.

A wide range of products are available to protect motorsports facilities and/or event promoters. From liability and participant accident coverages to property and commercial auto coverages, K&K has it covered. Programs are available to cover facility operators, specialty event promoters and sanctioning organizations.

Coverages Available & Program Highlights:

General Liability

- No General Aggregate
- Separate Limits for Legal Liability to Participants
- Expanded Bodily Injury Definition
- Personal and Advertising Injury Definition Expanded
- Official Vehicle Physical Damage
- Motorsports Errors & Omissions
- Customized Motorsport Policy Language
- Host Liquor Liability
- Cyber Risk (\$25,000 sublimit)

Participant Accident Coverage

- Accidental Death & Specific Loss
- Accident Medical Benefits Available on Excess or Primary Basis
- Limits up to \$1,000,000
- Volunteer- Accident Medical Coverage for Motorsport Volunteers
- Weekly Accident Income

Property

Crime

Inland Marine

Commercial Auto

Liquor Liability

Excess Liability

Event Cancellation & Non-appearance

Workers Compensation

Additional Products:

- Contingency/Prize Indemnity
- Employment Practices Liability
- High Limit Disability
- Products Liability

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Contact Information:

1712 Magnavox Way
P.O. Box 2338
Fort Wayne, IN 46801-2338

Motorsports Facilities & Events Program

PHONE: 800.348.1839

FAX: 260.459.5118

EMAIL:

KK.Motorsports@kandkinsurance.com

WEB SITE:

kandkinsurance.com

K&K Insurance Group, Inc. is a licensed insurance producer in all states (TX license #13924); operating in CA, NY and MI as K&K Insurance Agency (CA license #0334819)

Submission Instructions:

To request an insurance quotation through this program, please submit the appropriate applications along with the preliminary underwriting information listed. In some cases, requested coverages may not be offered or available due to underwriting criteria and/or carrier guidelines. It is important to carefully review the terms and conditions of any insurance quotations received. Please contact a K&K representative if you have any questions.

Preliminary Underwriting Information Required:

- K&K Application(s) (see below)
- ACORD application(s) for other requested coverages
- Five years of company loss runs
- Diagram of event locations
- Schedule of events
- Copies of contracts where insured assumes liability of others

Motorsports Facilities & Events Application(s):

(Applications can be obtained from our web site: kandkinsurance.com)

K&K Application(s)

- Motorsport Facilities Application (if needed)
- Property Insurance Questionnaire (if needed)
- Premises Liability Insurance Application (if needed)
- General Application (if needed)
- Permanent Facility Event Enrollment Form (if needed)
- Temporary Event Motorsports Enrollment Form (if needed)
- Liquor Liability (if needed)
- Fireworks Application- Motorsports (if needed)

ACORD Application(s)

- Property
- Commercial Auto
- Crime
- Inland Marine
- Excess Liability

Insuring the world's fun

MOTORSPORTS LIABILITY INSURANCE

- **Spectator/General Liability - Bodily Injury:** Protection for bodily injury claims and lawsuits brought by spectators or other 3rd parties.
- **Property Damage Liability** - Property coverage for damage to others property caused by an insured.
- **Legal Liability to Participants** - Protection for participant claims or lawsuits. Coaches would be protected for a claim or lawsuit brought against them by their students/participants.
- Legal Liability to Participants is what separates a GL only policy from a true Motorsports policy. Legal Liability to Participants protects our insured from lawsuits from participants. This is separate of the GL coverage part.
- Policy is silent in regards to **Sexual Abuse and Molestation** claims. This means there is no specific exclusion on the policy. The policy would respond to a bodily injury claim against a coach. The definition of bodily injury is broadened to include mental anguish, mental injury, shock, fright, humiliation, emotional distress or death resulting from bodily injury, sickness or disease.
- Policy is silent in regards to Professional Liability. Coverage would respond to a claim or lawsuit brought against a coach for his instruction having resulted in the alleged injury or damages.
- **Errors & Omissions Liability (\$100,000)** - Indemnification against a claim alleging a breach of duty as an event organizer or property owner
- **Incidental Medical Malpractice Liability** - For licensed emergency medical service providers who are volunteers or employees. Coverage for injury or damages arising out of the rendering of or failure to render medical services.
- **Food, Drink and Concessionaires Liability (Products Completed Operations)**
- **Contractual Liability** – provides coverage for contractual liabilities.
- **Host Liquor Law Liability** - Injury arising out of the gratuitous giving or serving of alcoholic beverages at functions incidental to named insured's activities
- **Volunteer Worker's** - Automatically included as additional insured
- **Broad Form Property Damage**

- **Defense Cost outside Limit of Liability** – provides coverage for defense costs outside of the policy limits. A \$1M liability limit is not reduced by defense costs.
- Punitive Damages included.
- **Policy written on a Per Occurrence basis. No General Aggregate Limit:** Provides unlimited per occurrence limits. Aggregate only applies to products & completed operations.
- K&K has an experience staff of motorsports claims personnel and handle all claims in-house.
- Liability coverage provided by Scottsdale Indemnity Company, an AM Best rated company of A+ (Superior) XV – (part of the Nationwide Insurance companies)

Why is Insurance important to me as a coach?

Insurance will provide protection to an individual or entity up to the policy limits. Lawsuits can be brought against an individual and entity that exposes their assets.

Why are waivers important?

Waivers do not prevent claims, rather assist in defending them. They are the insured and insurance companies' first defense for the assumed risk and true accidents that can occur in motorsports. Without a properly signed waiver, it is very difficult to defend and protect the insured. It is imperative that all Adult and Minor waivers are signed prior to each event day. All facilities and event promoters should have a waiver system in place.



K&K Insurance Group, Inc.
Motorsports Division
1712 Magnavox Way
Fort Wayne, Indiana 46804
(800) 348-1839 Fax (260) 459-5118
www.kandkinsurance.com
CA# 0334819

INSTRUCTIONS FOR RELEASE AND WAIVER INDEMNITY FORM

Instruct your representatives (witnesses) on how to properly complete the *Release and Waiver Indemnity Form*.

Further, your representatives (witnesses) should read the forms carefully so they can respond to questions about the Waiver from persons entering any restricted area in such a manner to make clear the intent of the form, i.e. "the signing of the Release and Waiver is a pre-condition to participating in the event, and the signer acknowledges the potential hazards present, and by signing, waives and releases certain legal rights to sue for negligence." Your representative should give them the opportunity and time to read and understand this document before signing and entering the restricted area. **DO NOT LET THEM PASS OVER THESE INSTRUCTIONS LIGHTLY WITH INCORRECT INFORMATION:**

The **Release and Waiver** provided by K&K Insurance Group, Inc. is the only form to use. It is part of your policy and must be completed properly to be of any value in a court case. The Release is a legal contract between you and any person permitted to enter the restricted area during a scheduled event.

To properly complete this form:

1. The first line at the top must show the type of event, location (track name) and the date of the event.
2. In the multiple line area with words "I have read this release" any and all persons permitted to enter a restricted area during a scheduled event must print and sign their own legal name.
3. The witness representing the insured must sign their name and enter their title on the bottom line.

PLEASE NOTE: Providing K&K with a properly completed form when requested puts the company in a better position to defend you and protect your loss ratio.

- a. Keep all signed forms the minimum period of time your state considers the statute of limitations.
- b. Be prepared to supply an original signed waiver of a claimant dated prior to an incident in question.

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

DESCRIPTION AND LOCATION OF SCHEDULED EVENT(S)

DATE RELEASE SIGNED

IN CONSIDERATION of being permitted to compete, officiate, observe, work, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he enters, and he further agrees and warrants that, if at any time, he is in or about RESTRICTED AREAS and he feels anything to be unsafe, he will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, competition vehicle owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and leasees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the UNDERSIGNED'S INJURY OR DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State or Province in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

ALL SECTIONS MUST BE COMPLETED.

PRINT NAME HERE	SIGN NAME HERE	DUTIES
	I HAVE READ THIS RELEASE	
	I HAVE READ THIS RELEASE	
	I HAVE READ THIS RELEASE	
	I HAVE READ THIS RELEASE	
	I HAVE READ THIS RELEASE	
	I HAVE READ THIS RELEASE	
	I HAVE READ THIS RELEASE	
	I HAVE READ THIS RELEASE	
	I HAVE READ THIS RELEASE	
	I HAVE READ THIS RELEASE	

SIGNATURE AND TITLE OF WITNESS

ADDRESS OF WITNESS

PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

DESCRIPTION AND LOCATION OF EVENT(S)

IN CONSIDERATION of my minor child ("the Minor") being permitted to participate in any way in the EVENT(S) and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined to be any area which requires special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), I agree:

1. I know the nature of the EVENT(S) and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Event(s). I will inspect the premises, facilities, and equipment to be used, or with which the Minor may come in contact. IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).
2. I FULLY UNDERSTAND and will instruct the Minor that: (a) THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and participation in the Event(s) and/or entry into Restricted Areas involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others participating in the Event(s), the rules of the Event(s), the condition and layout of the premises and equipment, and/or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risk(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.
3. I consent to the Minor's participation in the Event(s) and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.
4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any Restricted Area, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO ME, THE MINOR, my and the minor's personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME OR THE MINOR, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.
5. If, despite this release, I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the "Releasees" named above, I AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
6. I sign this agreement on my own behalf and on behalf of the Minor.

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

I HAVE READ THIS RELEASE

SIGNATURE OF PARENT OR GUARDIAN

PRINTED NAME OF PARENT OR GUARDIAN

DATE

I HAVE READ THIS RELEASE

SIGNATURE OF WITNESS

PRINTED NAME OF WITNESS

NAME and AGE OF MINOR PARTICIPANT

MINOR'S ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY

DESCRIPTION AND LOCATION OF EVENT(S)

DATE RELEASE SIGNED

I have obtained my parent's consent to participate in the above event(s). I understand that I am assuming all of the risks if I get hurt during the event(s), and I state the following:

1. Both my parents and I believe I am qualified to participate in the event(s). I will inspect the premises and equipment and if, at any time, I feel anything to be unsafe, I will immediately leave and refuse to participate further in the event(s).
2. I understand that the ACTIVITIES OF THE EVENT ARE VERY DANGEROUS and INVOLVE RISKS AND DANGERS OF MY BEING SERIOUSLY INJURED OR HURT, MY BEING PARALYZED OR KILLED.
3. I know that these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the event(s), the rules of the event(s), the condition and layout of the premises and equipment, and/or the **NEGLIGENCE** of others, including those persons responsible for conducting the event(s).
4. I HEREBY ASSUME ALL SUCH RISKS, EVEN IF THE RISKS ARE CREATED BY THE **NEGLIGENCE** of the promoters, participants, racing associations, sanctioning organizations, or any of its subdivisions, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any restricted areas, promoters, sponsors, advertisers, owners, and lessees of premises used to conduct the events, premises or event inspectors, surveyors, underwriters, consultants, and any other person or entity who gives recommendations, directions, or instructions, or engages in risk evaluation, loss control activities or sales regarding the premises or events, and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, all for the purposes herein referred to as "Releasees."
5. I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE, ALL OF THE RELEASEES FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin, for any and all loss or damage and any claim or any demand on account of any injury to me including, but not limited to, my death, whether caused by the **NEGLIGENCE** of the Releasees or otherwise.

**I HAVE READ THE ABOVE ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY,
UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY.**

I HAVE READ THIS RELEASE

SIGNATURE OF MINOR PARTICIPANT

DATE

PRINTED NAME OF MINOR PARTICIPANT

AGE

I HAVE READ THIS RELEASE

WITNESS

PRINTED NAME OF WITNESS



1712 Magnavox Way P.O. Box 2338
 Fort Wayne, Indiana 46801
 PH (800) 237-2917
 Fax (312) 381-9079
 http://www.kandkinsurance.com

K&K INCIDENT REPORT

(PLEASE PRINT)

NATURE	<input type="checkbox"/> BODILY INJURY <input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> OTHER: _____
TIME & PLACE OF INCIDENT	DATE: _____ TIME: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM EVENT NAME: _____ EVENT TYPE: _____ SANCTIONED BY: _____ LOCATION: _____
HAPPENED TO	NAME: _____ SSN: _____ DATE OF BIRTH: _____ SEX: <input type="checkbox"/> Male <input type="checkbox"/> Female PHONE: () ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
FUNCTION	AS: <input type="checkbox"/> ATHLETE <input type="checkbox"/> PARTICIPANT <input type="checkbox"/> VOLUNTEER <input type="checkbox"/> SPECTATOR <input type="checkbox"/> BYSTANDER <input type="checkbox"/> OFFICIAL <input type="checkbox"/> OTHER: _____
APPARENT INJURY OR DAMAGE	BODY PART: _____ CONDITION: (Laceration, Concussion, Sprain, Fracture, Etc.): _____ <input type="checkbox"/> ON-SITE CARE ONLY, BY (PHYSICIAN) (EMT) (TRAINER) OTHER: _____ <input type="checkbox"/> AMBULANCE, TAKEN TO: _____ CITY: _____ <input type="checkbox"/> FATALITY
OCCASION	WHAT WAS THE SITUATION AND EXACT LOCATION AT THE TIME OF THE INCIDENT? _____ _____ _____ _____
INCIDENT DESCRIPTION	DESCRIBE WHAT HAPPENED: _____ _____ _____
WITNESSES (if known)	NAME: _____ NAME: _____ ADDRESS: _____ ADDRESS: _____ PHONE: () PHONE: ()
INSURED	NAME OF INSURED: _____ POLICY#: _____ CLUB NAME: _____ PHONE: () CITY: _____ STATE: _____
INSURED REPRESENTATIVE	<input type="checkbox"/> COACH <input type="checkbox"/> OFFICIAL <input type="checkbox"/> TRAINER <input type="checkbox"/> PROMOTER <input type="checkbox"/> TEAM/LEAGUE REPRESENTATIVE <input type="checkbox"/> OTHER: NAME: _____ PHONE: () TITLE: _____ ORGANIZATION: _____ SIGNATURE: _____ DATE: _____

**COMPLETE ALL SECTIONS AND FAX OR MAIL IMMEDIATELY TO:
 K&K INSURANCE GROUP, INC., P.O. BOX 2338, FORT WAYNE, IN 46801-2338**
**THIS FORM MUST INCLUDE THE INSURED NAME, POLICY NUMBER, AND SIGNATURE OF THE INSURED/REPRESENTATIVE
 BEFORE RETURNING OR PROCESSING MAY BE DELAYED**

APPLICABLE IN ALASKA

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

APPLICABLE IN ARIZONA

For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

**APPLICABLE IN ARKANSAS,
DELAWARE, KENTUCKY, LOUISIANA,
MAINE, MICHIGAN, NEW JERSEY,
NEW MEXICO, NEW YORK, NORTH
DAKOTA, PENNSYLVANIA, SOUTH
DAKOTA, TENNESSEE, TEXAS,
VIRGINIA, AND WEST VIRGINIA**

Any person who knowingly and with intent to defraud any insurance company or another person, files a 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, subject to criminal prosecution and [NY: substantial] civil penalties. In LA, ME, TN, and VA, insurance benefits may also be denied.

APPLICABLE IN CALIFORNIA

For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

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

or 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.

APPLICABLE IN FLORIDA

Pursuant to S. 817.234, Florida Statutes, any person who, with the intent to injure, defraud, or deceive any insurer or insured, prepares, presents, or causes to be presented a proof of loss or estimate of cost or repair of damaged property in support of a claim under an insurance policy knowing that the proof of loss or estimate of claim or repairs contains any false, incomplete, or misleading information concerning any fact or thing material to the claim commits a felony of the third degree, punishable as provided in S. 775.082, S. 775.083, or S. 775.084, Florida Statutes.

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 IDAHO

Any person who knowingly and with the intent to injure, defraud, or deceive any insurance company files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

APPLICABLE IN INDIANA

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

APPLICABLE IN MARYLAND

Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN MINNESOTA

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

APPLICABLE IN NEVADA

Pursuant to NRS 686A.291, any person who knowingly and willfully files a statement of claim that contains any false, incomplete or misleading information concerning a material fact is guilty of a felony.

APPLICABLE IN NEW HAMPSHIRE

Any person who, with purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

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 deceptive 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 RHODE ISLAND

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

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.

FRAUD CLAIMS (2010/02)