

# MOTORSPORTS EVENTS AND CAR CLUBS

## Eligible operations:

### Clubs

- Automotive Clubs
- Autocross
- Business Meetings
- Caravans
- Concours
- Gymkhanas
- Parade Participants
- Poker Runs
- Rallies
- Slaloms
- Social Functions
- Tours
- Other "one-car-at-a-time" events

### Events

- Boat racing
- Demo derbies
- Drag racing
- Monster Truck events
- Motorcycle racing
- Oval track racing
- Racing associations
- Ride & Drive events
- Road course events
- Snowmobile competitions

## Ineligible operations:

### Clubs

- Wheel-to-wheel racing
- Boating risks
- Hill climbs
- Drifting

### Events

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

K&K is the go-to for motorsports insurance, providing commercial property and casualty and accident and health solutions designed to address the unique risks of the motorsports industry for over 70 years. Get on the right track with insurance for motorsports event promoters and car clubs crafted by our experienced underwriters.

## Coverages Available & Program Highlights:

### Clubs

#### General Liability

- Broadened Coverage Form
- Separate Bodily Injury to Participants Limit (for motorized events, waivers required)
- Official Vehicle Physical Damage
- Motorsports Errors and Omissions
- Fireworks Liability
- Cyber Risk (\$25,000 sublimit)
- Products Liability (food and beverage)
- Host Liquor Liability
- Customized motorsports policy language
- Additional insureds (including officials, car owners, drivers, pit crews, sponsors, persons or organizations operating, managing, sanctioning, sponsoring, or providing the premises for competitive covered programs)

#### Participant Accident

- Accidental Death and Dismemberment Benefit
- Accident Medical Benefit (available on Excess or Primary Basis)
- Temporary Total Disability-Weekly Accident Income Benefit
- Volunteer-Accident Medical Coverage for Motorsport Volunteers Property

#### Inland Marine

#### Crime

#### Commercial Auto

#### Liquor Liability

#### Excess Liability

#### Workers' Compensation

### Events

#### General Liability

- Broadened Coverage Form
- Separate Bodily Injury to Participants Limit (for motorized events, waivers required)
- Official Vehicle Physical Damage
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**Contact Information:**

P.O. Box 2338 Fort Wayne, IN 46801-2338

**Motorsport Events and Car Clubs**

PHONE: 800.348.1839

FAX: 260.459.5118

EMAIL:

KK.Motorsports@kandkinsurance.com

WEB SITE:

www.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:**

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To request an insurance quotation through this program, please complete the appropriate PDF application (available at [www.kandkinsurance.com](http://www.kandkinsurance.com)) and submit as directed in the application. Coverage is subject to underwriting, may not be available to all applicants in all states, and may vary by state. It is important to carefully review the terms and conditions of any insurance quotation. Please contact a K&K representative if you have any questions.

**Preliminary Underwriting Information Required:**

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- K&K Application(s) (see below)
- Five years of company loss runs
- Completed ACORD applications for other requested coverages
- Copy of contracts where insured assumes liability of others

**Independent Club Application(s):**

(Applications can be obtained from our web site: [kandkinsurance.com](http://kandkinsurance.com))

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**K&K Application(s)**

- Motorsports Independent Car Club ICEL Application
- Motorsports Independent Motorcycle ICEL Application

**ACORD Application(s)**

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

All descriptions, summaries or highlights of coverage are for general informational purposes only and do not amend, alter or modify the actual terms or conditions of any insurance policy. Coverage is governed only by the terms and conditions of the relevant policy.

Insuring the world's fun.®



# INDEPENDENT CLUB EVENT LIABILITY (ICEL) INSURANCE COVERAGE

## Coverage Information

### General Liability Coverage for Car Club Social Events

We offer affordable general liability protection for limits of \$1 million for your club's car shows, meetings, rallies, and social functions. While participating in your covered activities, the general liability coverage extends to your officers, members, and volunteers. Excess liability limits are available by request.

Our program automatically includes Products Liability (food or drink) and \$1 million Commercial General Liability. Legal Liability to Participants (LLP), which applies to motorized events and protects your club if it is found to

be legally liable for a participant's injuries, is included. (LLP coverage is effective only upon receipt of each participant's signature on a Release and Waiver of Liability Agreement provided by K&K Insurance Group, Inc.) For your competitive events, such as autocrosses, gymkhanas or rallies, we can also provide general liability for officials, car owners, drivers, pit crews, sponsors, advertisers, and any person or organization operating, managing, sanctioning, sponsoring or providing the premises for your covered program.

### How to Apply for Coverage

To apply for a quote, fill out and return the following forms:

- ☐ ICEL FORM A #1097
- ☐ AUTOCROSS EVENT MINIMUM QUALIFICATIONS #1144
- ☐ ICEL MEMBERSHIP LIST SUPPLEMENTAL #1243
- ☐ FRAUD WARNING FORM #1030

Coverage for your non-competitive events, such as business meetings, social functions will be in effect once the

completed application and premium payment have been received and approved by the program administrator. Coverage for competitive events is not included in the basic plan and is not automatic with Order Form A. If you wish to have coverage for a competitive event, please let us know at least two weeks in advance of your event so we can provide you with an event premium quotation and supplemental application.

### How Payment Works

Premium payment is required to initiate coverage. If you are being charged the minimum earned premium of \$1,500, your initial premium will act as a nonrefundable deposit from which your per-member charge and competitive event premium will be drawn. Here are two sample scenarios:

Scenario One:	Scenario Two:												
<p>A club with 100 members has a charge of \$5 per member for their annual premium. The minimum premium is \$1,500, so that amount is paid up front.</p> <table><tr><td>\$1,500</td><td>minimum annual premium</td></tr><tr><td>- \$500</td><td>member charge</td></tr><tr><td>\$1,000</td><td>remaining premium balance</td></tr></table> <p>Any competitive event premiums can be drawn from the \$1,000 balance within the policy period.</p>	\$1,500	minimum annual premium	- \$500	member charge	\$1,000	remaining premium balance	<p>A club with 700 members has a charge of \$5 per member for their annual premium. The minimum premium is \$3,500, so that amount is paid up front.</p> <table><tr><td>\$3,500</td><td>minimum annual premium</td></tr><tr><td>- \$3,500</td><td>member charge</td></tr><tr><td>\$0</td><td>remaining premium balance</td></tr></table> <p>Any competitive event premiums must be paid at the time coverage is requested.</p>	\$3,500	minimum annual premium	- \$3,500	member charge	\$0	remaining premium balance
\$1,500	minimum annual premium												
- \$500	member charge												
\$1,000	remaining premium balance												
\$3,500	minimum annual premium												
- \$3,500	member charge												
\$0	remaining premium balance												

You will be notified when your account balance is too low to cover an upcoming competitive event. From that point on, through the remainder of your policy period, each time you order your individual competitive event insurance, you must remit the appropriate event premium with your order.



## INDEPENDENT CLUB EVENT LIABILITY (ICEL) INSURANCE COVERAGE

*Coverage Available*

### ***Basic Plan Coverage:***

**Coverage:**

General Liability  
Legal Liability to Participants  
Products Liability (food & drinks)

**Limits Available:**

\$1,000,000 up to \$10,000,000 CSL  
\$1,000,000 up to \$10,000,000 CSL  
Included

### ***Optional Coverage Plans Available: (additional premium and approval required)***

**Coverage:**

Accidental Death and Dismemberment Benefits for Participants  
Excess Medical Expense Benefits for Participants  
Weekly Indemnity Benefit for Participants

**Limits Available:**

\$3,000 up to \$50,000  
\$3,000 up to \$100,000  
\$25.00 for 26 weeks up to \$200.00 for 52 weeks

Commercial General Liability Protection includes, but is not limited to, these valuable coverages:

- **Contractual Liability:** Provides liability coverage for bodily injury or property damage liability that the insured assumes under an “insured contract” as defined in the policy.
- **Personal Injury and Advertising Liability:** Protects against claims resulting from libel, slander, defamation, etc., including advertising-related claims.
- **Host Liquor Liability:** Protects against claims resulting from the gratuitous dispensing of alcoholic beverages.
- **Incidental Medical Malpractice Liability:** Protects against claims arising out of the giving, or failure to give medical services.
- **Additional Insureds:** Adds coverage protecting club members.
- **Extended Bodily Injury Liability:** Protects from claims arising from the use of reasonable force to protect persons or property.

*This is a general summary of coverages. Actual coverages are detailed in the insurance policy, and are subject to the detailed provisions, conditions and exclusions of the policy.*



# INDEPENDENT CLUB EVENT LIABILITY (ICEL) INSURANCE COVERAGE

## *Frequently Asked Questions*

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### **1. What coverages are available?**

Our basic plan offers general liability protection, with limits of \$1 million available (Excess limits are available by request). Legal Liability to Participants protection, with coverage limits matching the General Liability, and Products Liability Protection (Food and Drink), are also included.

For competitive events, optional plans offering additional coverage for participants is available, including Accidental Death and Dismemberment (AD&D) Benefits for Participants with limits of \$3,000; Excess Medical Benefits for Participants with limits of \$3,000; and Weekly Indemnity Benefit for Participants with benefit limits of \$25.00 for 26 weeks. Higher limits are available upon request, but must be approved by the program administrator.

### **2. When is the insurance effective?**

Your insurance will be effective when we've received your completed plan application (Order Form A) and premium payment and approve the risk. You should receive your policy and all necessary supplies to administer your insurance program within 30 days of the effective date of your coverage.

### **3. Do I need to notify you of club events?**

You should provide a schedule of events to K&K, but you do not need to notify us prior to each of your non-competitive events, such as business meetings and social functions. However, competitive events, such as autocrosses, gymkhanas or rallies, and other public events operated by your club, such as parades and car shows are not included in the basic membership premium and require that you arrange for coverage at least two weeks before the event. Contact us for an event premium quotation and supplemental application.



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CA# 0334819

# INDEPENDENT CLUB EVENT LIABILITY (ICEL) INSURANCE APPLICATION **FORM A**

Name of Insured (as will appear on policy): \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

Location Address (if different from above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_

Person is: ☐ Owner ☐ Promoter ☐ Agent ☐ Other: \_\_\_\_\_

Day Phone: (\_\_\_\_\_) \_\_\_\_\_ Night Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Web Site Address: \_\_\_\_\_

Name of Agency/Brokerage (if applicable): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_\_) \_\_\_\_\_ E-mail address: \_\_\_\_\_ Tax ID #: \_\_\_\_\_

Nature of operations/description of event: \_\_\_\_\_

Insured is: ☐ Corporation ☐ Partnership ☐ Joint Venture ☐ Limited Liability Corporation  
☐ Other (explain): \_\_\_\_\_

In what state is the organization headquartered/chartered? \_\_\_\_\_

Policy period requested: From \_\_\_\_\_ To \_\_\_\_\_

Club membership count: \_\_\_\_\_

Liability limits desired: ☐ \$1,000,000 CSL per occurrence ☐ \$2,000,000 CSL per occurrence ☐ \$3,000,000 CSL per occurrence  
☐ \$4,000,000 CSL per occurrence ☐ \$5,000,000 CSL per occurrence ☐ \$6,000,000 CSL per occurrence  
☐ \$7,000,000 CSL per occurrence ☐ \$8,000,000 CSL per occurrence ☐ \$9,000,000 CSL per occurrence  
☐ \$10,000,000 CSL per occurrence

Councils and Associations (list full name and membership count of each individual club to be insured through the council): \_\_\_\_\_

Estimated number of competitive events to be conducted this year (Apply for individual event coverage using Order Form B:

A. Number of Gymkhanas, Slaloms and Autocrosses: \_\_\_\_\_

B. Number of Rallies: \_\_\_\_\_

## COVERAGE INFORMATION

Check the type of coverage and indicate the limits desired:

- |   |   |
|---|---|
| <input type="checkbox"/> General Liability  | <input type="checkbox"/> Primary_____                         |
|   | <input type="checkbox"/> Excess_____                          |
|   | <input type="checkbox"/> Legal Liability To Participants_____ |
| <input type="checkbox"/> Participant Accident and Health<br>(Applicable only to competitive events) | <input type="checkbox"/> AD&D_____                            |
|   | <input type="checkbox"/> Primary Medical_____                 |
|   | <input type="checkbox"/> Excess Medical_____                  |
|   | <input type="checkbox"/> Weekly Disability Income_____        |
| <input type="checkbox"/> Property Casualty  | <input type="checkbox"/> Property_____                        |
|   | <input type="checkbox"/> Inland Marine_____                   |
| <input type="checkbox"/> Workers' Compensation  | <input type="checkbox"/> Auto_____                            |
| <input type="checkbox"/> Other:_____  |   |

## UNDERWRITING INFORMATION

Has this type of insurance ever been: ☐ Cancelled ☐ Declined ☐ Non-renewed

If so, please explain. (Not applicable in Missouri).\_\_\_\_\_

Does this organization engage in any other business operations under the name of the insured as it will appear on the policy? ☐ Yes ☐ No

If yes, please explain.\_\_\_\_\_

As respects your operation(s), do you enter into any contracts? ☐ Yes ☐ No

If yes, what contracts do you enter into?\_\_\_\_\_

a. Does the Named Insured assume liability for the other party? ☐ Yes ☐ No  
**PLEASE PROVIDE COPIES OF ALL CONTRACTS OF THIS TYPE.**

b. Does the other party assume the Named Insured's liability? ☐ Yes ☐ No  
**PLEASE PROVIDE ONE SAMPLE OF THIS TYPE.**

c. Does each party assume its own liability? ☐ Yes ☐ No

Who reviews the contracts prior to signing? ☐ Corporate Officers ☐ Counsel ☐ Other: (please explain)\_\_\_\_\_

For each of the following, please indicate if there is a procedure in effect for obtaining certificates of insurance, the limits required for each and whether the certificates list the Named Insured as it will appear on the policy as an Additional Insured.

	CERTIFICATES (Provide copies.)	LIMITS	ADDITIONAL INSURED
Food Concessionaires	_____	_____	_____
Vendors/Exhibitors	_____	_____	_____
Contractors/Others	_____	_____	_____

Is a K&K approved Waiver and Release form read and signed by all persons entering a restricted area prior to entry? ☐ Yes ☐ No  
(Applicable only to Motorsports)

**PRIOR CARRIER INFORMATION (NEW BUSINESS ONLY)**

YEAR	PREVIOUS AGENT	COMPANY	LIABILITY LIMITS	PREMIUM	LOSSES

**PLEASE SUBMIT A COPY OF PREVIOUS/PRESENT POLICY(IES)**

I understand that I am applying for coverage for car club social events only and that if I need coverage for competitive events, such as autocrosses, gymkhanas or rallies, I will obtain a competitive event quote and submit the required supplemental application (Order Form B), which will be supplied when I notify you of that intent.

I understand that the insurance company in determining whether to provide a quotation for insurance coverage will rely on the information contained in the application 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 correct.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Producer's Signature (if applicable)

\_\_\_\_\_  
Applicant's Name (print)

\_\_\_\_\_  
Producer's Name (print)

\_\_\_\_\_  
Date (MM/DD/YY)

\_\_\_\_\_  
Date (MM/DD/YY)



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**INDEPENDENT CLUB  
EVENT LIABILITY (ICEL)  
MEMBERSHIP LIST  
SUPPLEMENTAL**

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# AUTOCROSS EVENT MINIMUM INSURANCE QUALIFICATIONS

K&K INSURANCE GROUP, INC. for the insuring Company, shall be permitted, but not obligated, to inspect the INSURED'S property and operation for UNDERWRITING AND/OR LOSS CONTROL PURPOSES at any time. Neither the right to make an UNDERWRITING AND/OR LOSS CONTROL INSPECTION nor the making thereof, nor any report thereof, shall constitute an undertaking, on behalf of or for the benefit of any insured, or others, to forecast any accident or its severity or determine or warrant that such property or operations are safe or healthful, or are in compliance with any engineering standards, rules or regulations. THE ESTABLISHMENT OF UNDERWRITING QUALIFICATIONS AND UNDERWRITING AND/OR LOSS CONTROL INSPECTIONS ARE FOR THE SOLE PURPOSE OF DETERMINING THE INSURABILITY OF CERTAIN PROPERTY AND OPERATIONS, underwriting, and seeking to reduce claims against insurance and are not for the benefit of any insured or third party. The Insured is solely responsible for the safety of its property and operations and shall not rely upon any Underwriting and/or Loss Control Inspections or activities to determine the safety of its property or operations and shall not diminish or forego its own safety practices and procedures.

## I. EVENT DESCRIPTION

An autocross or Solo II event is a COMPETITIVE EVENT, driving skill contest conducted on courses that emphasize car handling and agility rather than speed or power. The course generally consists of STRAIGHT sections and connecting TURNS or corners, as marked by pylons, generally resembling a miniature road course.

## II. EVENT SITES

- A. The event is held on a flat surface.
- B. RESTRICTED AREAS: Must include, at a minimum, the course surface, the area within the circumference of the course, and all other areas within 100 feet of the outside of the course, and the PIT AREA.
- C. VIEWING AREAS: Must be designated explicitly. Must be located beyond the 100 foot RESTRICTED AREA. The boundary between the Viewing Area and the RESTRICTED AREA will be established with at least rope and banner; a fence of some kind is strongly recommended. SPECTATORS are restricted to the Viewing Areas.
- D. PERMANENT, REAL, FIXED PROPERTY (buildings, trees, light stanchions, similar physical obstructions): May not be closer than 25 feet to the course in STRAIGHTS and/or inside of TURNS, not closer than 75 feet on the outside of the TURNS.
- E. PARTICIPANTS are not covered by participant accident insurance unless specifically purchased for that event.

## III. EVENT MANAGEMENT

- A. Basic rules and standards for conduct of events must be drawn up before an event is run and be available to all drivers.
- B. An event chief official must be appointed to supervise the running of the event.
- C. Event Safety Official(s) are strongly recommended. Their sole responsibility should be to monitor the safety of the event. One safety official should be on-duty at all times.
- D. All PARTICIPANTS must sign the current K&K waiver form. PARTICIPANTS under the age of majority in the state in which the event is run (or under the age of 18 or which ever is greater) must have a current K&K "Minor Release and Waiver of Liability and Indemnity Agreement" signed by his/her parent(s). Other waiver forms may not be used.
- E. All drivers must have a valid driver's license. Any license or permit which requires another licensed driver in the AUTOMOBILE is not acceptable. Minor drivers must be able to show that they have permission to operate the AUTOMOBILE in the event.
- F. All drivers must wear a D.O.T. approved helmet, and must use seat lap belts.
- G. Participants are permitted to ride as passengers in the AUTOMOBILE during training sessions and driving schools. Participants are permitted to ride as passengers during the competition run only with the approval of the event chief official. All passengers must meet the requirements of section D & E; Must be in an AUTOMOBILE which has passed technical inspection; Must wear seat belt and approved helmet; Must have signed a waiver. The passenger must be either a student riding with an instructor or an instructor riding with a student during a drivers' school.
- H. FIRE EXTINGUISHERS: There must be at least two 10 BC rated dry chemical fire extinguishers on site and in proper working condition.

## IV. COURSE REQUIREMENTS

- A. When laying out a course, the size of the AUTOMOBILES competing should be taken into consideration.

The following guidelines are minimum qualifications for insurability.

1. Speeds on STRAIGHT stretches should not exceed 70 m.p.h. for the fastest class of automobiles. The fastest portions of the course shall be those most remote from SPECTATORS and property. Speeds at turns should not normally exceed 45 m.p.h.
2. The course should contain no holes, loose gravel, gratings, oily spots or dips in the course.

## V. COMPETING AUTOMOBILES

- A. All AUTOMOBILES shall be subject to a strict inspection by qualified technical inspectors.
- B. Driver/passenger restraints: Seat lap belts are required in all AUTOMOBILES. Installation of the shoulder belts or harnesses is strongly recommended in AUTOMOBILES with fixed tops or roll bars. Two-strap shoulder harnesses shall not be worn in open automobiles, which are not equipped with roll bars.
- C. Roll bars: Roll bars are strongly recommended in all automobiles. Roll bars are REQUIRED in all purpose-built competition cars and any other open cockpit AUTOMOBILES using racing (non-D.O.T. approved) tires.

## VI. DEFINITIONS

"AUTOMOBILE" means a "Sports Car" or any self-propelled four wheel land motor vehicle, including vehicles entered in NON-SPEED EVENTS, but does not include mobile equipment.

"COMPETITIVE EVENT" means supervised events such as gymkhanas, time/speed/distance rallies, autocrosses, slaloms, field trials, time trials and similar non-racing one-car-at-a-time events.

"COMPETITION VEHICLE" means any self-propelled vehicle, land motor vehicle or "watercraft" on the "premises" for the specific purpose of competing or performing in a "covered program".

"PARTICIPANT" means any person that you grant permission to enter the "restricted area" but only if: A. The person has clearly defined duties directly allotted to them as respects a "covered program"; and B. The person is within the "restricted area".

"PIT AREA" means the area used to register the PARTICIPANTS and prepare the AUTOMOBILES for the event.

"RESTRICTED AREAS" means any area requiring special authorization, credentials or permission to enter and to which admission by the general public is restricted or prohibited including but not limited to the PIT AREAS, course surface, the area within the circumference of the course and all other areas within 100 feet of the outside of the course.

"SPECTATOR" means any person who is not a PARTICIPANT nor a member of the general public unassociated with the club.

"STRAIGHT" means a section of the course at least 50 feet in length in which the AUTOMOBILE does not substantially change direction.

"TURN" is any section of the course which is not STRAIGHT.

I understand that the insurance company in determining whether to provide a quotation for insurance coverage will rely on the information contained in the application 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 correct.

Applicant's Signature

Producer's Signature (if applicable)

Applicant's Name (print)

Producer's Name (print)

Date (MM/DD/YY)

Date (MM/DD/YY)

1144 (3/04)

**THE NOTICES CONTAINED ON THIS SUPPLEMENT APPLY TO ALL UNDERWRITING INFORMATION BEING SUBMITTED TO K&K INSURANCE GROUP, INC., INCLUDING APPLICATIONS, QUESTIONNAIRES AND ENROLLMENT FORMS, FOR THE FOLLOWING PERSON OR ENTITY:**

*Applicant name:* \_\_\_\_\_

## **FRAUD WARNING**

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 civil penalties. (Not applicable in AL, AR, CO, DC, FL, KS, KY, LA, MD, ME, MN, NJ, NM, NY, OH, OK, OR, PA, RI, TN, VA, VT, WA, and WV) (Insurance benefits may also be denied in LA, ME, TN, and VA.).

### **Applicable in AL, AR, DC, LA, MD, NM, RI, and WV**

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

### **Applicable in CA**

For your protection, California law requires that you be advised of the following: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

### **Applicable in CO**

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 policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder 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 FL and OK**

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)\*. \*Applies in FL Only.

### **Applicable in KS**

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, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or 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 KY, NY, OH and PA**

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 thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

### **Applicable in ME, TN, VA and WA**

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines, and denial of insurance benefits. \*Applies in ME Only.

### **Applicable in MN**

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 NJ**

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

### **Applicable in OR**

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

### **Applicable in VT**

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

MARKEL FRAUD APPS (2024/01)

## NOTICE - PLEASE READ CAREFULLY

NO FACT, CIRCUMSTANCE, OR SITUATION INDICATING THE PROBABILITY OF A CLAIM OR ACTION FOR WHICH COVERAGE MAY BE AFFORDED BY THE PROPOSED INSURANCE IS NOW KNOWN BY ANY PERSON(S) OR ORGANIZATION(S) PROPOSED FOR THIS INSURANCE OTHER THAN THAT WHICH IS DISCLOSED IN THIS APPLICATION. IT IS AGREED BY ALL CONCERNED THAT IF THERE IS KNOWLEDGE OF ANY SUCH FACT, CIRCUMSTANCE, OR SITUATION, ANY CLAIM SUBSEQUENTLY EMANATING THEREFROM WILL BE EXCLUDED FROM COVERAGE UNDER THE PROPOSED INSURANCE.

FOR THE PURPOSE OF THIS APPLICATION, THE UNDERSIGNED AUTHORIZED AGENT OF THE PERSON(S) AND ORGANIZATION(S) PROPOSED FOR THIS INSURANCE DECLARES THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, AFTER REASONABLE INQUIRY, THE STATEMENTS IN THIS APPLICATION AND IN ANY ATTACHMENTS, ARE TRUE AND COMPLETE. THE INSURER AND AFFILIATES THEREOF ARE AUTHORIZED TO MAKE ANY INQUIRY IN CONNECTION WITH THIS APPLICATION. SIGNING THIS APPLICATION DOES NOT BIND THE INSURER TO PROVIDE OR THE ORGANIZATION TO PURCHASE THE INSURANCE.

THIS APPLICATION, INFORMATION SUBMITTED WITH THIS APPLICATION, AND ALL PREVIOUS APPLICATIONS AND MATERIAL CHANGES THERETO ARE CONSIDERED PHYSICALLY ATTACHED TO AND PART OF THE POLICY IF ISSUED. THE INSURER HAVE RELIED UPON THIS APPLICATION AND ALL SUCH ATTACHMENTS IN ISSUING THE POLICY.

IF THE INFORMATION IN THIS APPLICATION AND ANY ATTACHMENT MATERIALLY CHANGES BETWEEN THE DATE THIS APPLICATION IS SIGNED AND THE EFFECTIVE DATE OF THE POLICY, THE ORGANIZATION WILL PROMPTLY NOTIFY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE, WHO MAY MODIFY OR WITHDRAW ANY OUTSTANDING QUOTATION OR AGREEMENT TO BIND COVERAGE.

THE UNDERSIGNED DECLARES THAT THE PERSON(S) AND ORGANIZATION(S) PROPOSED FOR THIS INSURANCE UNDERSTAND THAT: THE POLICY FOR WHICH THIS APPLICATION IS MADE APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD.

### REPRESENTATION

The undersigned represents to the Insurer that the person(s) and organization(s) proposed for this insurance understand and accept the notice stated above and further represents that the information contained herein is true and will be the basis of the policy and deemed incorporated therein, should the Insurer evidence its acceptance of this application by issuance of a policy.

The undersigned authorizes the release of claim information from any prior insurer to the Insurer.

This application is signed by undersigned authorized agent of the organization(s) on behalf of the organization(s) and its, directors, officers, and employees.

I understand that K&K Insurance Group, Inc., for the insuring company, shall be permitted but not obligated to inspect a proposed insured's, or an insured's, property and operations for underwriting purposes at any time. Neither the right to make an underwriting inspection nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of any insured, or other, to determine or warrant that such property or operations are safe or healthful, or in compliance with any standards, rules or regulations. Underwriting inspections when conducted are for the sole purpose of determining and/or improving the insurability of certain property and operations and not safety. I also understand that an insured is solely responsible for the safety of its facilities and operations and shall not rely upon any underwriting inspections to determine the safety of its facilities or operations and shall not diminish or forego its own safety practices and procedures.

I understand that the insurance company in determining whether to provide a quotation for insurance coverage will rely on the information contained in the application 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 correct.

I also understand that no insurance will be in effect unless and until the insurance company, or K&K as its agent, provides a quotation offering to provide insurance coverage and the insurance company, or K&K as its agent, receives written notice that the terms and conditions contained in the insurance quotation provided are accepted.

I agree that my electronic signature is the legally binding equivalent to my handwritten signature. I will not, at any time in the future, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding.

\_\_\_\_\_  
APPLICANT'S SIGNATURE

\_\_\_\_\_  
PRODUCER'S SIGNATURE (if applicable)

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

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DATE (MM/DD/YY)

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DATE (MM/DD/YY)