

# Martial Arts Accident & Liability Insurance



■ Martial Arts Schools or Studios

Francis L. Dean & Associates of California, LLC



*The Nation's Leader in Sports Insurance*

# The Accident Coverage

## Who Is Covered

All participants in the covered activity; including members, coaches, managers, or volunteers of the policyholder.

## Covered Activity

Coverage is provided for insureds while taking part in scheduled practices, tournaments, and competitions, and group travel to or from such activities as a member of the insured Martial Arts Studio.

## Medical Expense Benefit

If the Covered Person incurs eligible expenses as the direct result of a covered injury and independent of all other causes, the Company will pay the charges incurred for such expense within 365 days, beginning on the date of accident. Payment will be made for eligible expenses in excess of the applicable Deductible Amount, not to exceed the Maximum Medical Benefit. The first such expense must be incurred within 90 days after the date of the accident.

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

- Medical and surgical care by a physician
- Radiology (X-rays)
- Prescription drugs and medicines
- Dental treatment of sound natural teeth
- Hospital care and service in semi-private accommodations, or as an outpatient
- Ambulance service from the scene of the accident to the nearest hospital
- Orthopedic appliances necessary to promote healing

Excess coverage: This plan does not cover treatment or service for which benefits are payable or service is available under any other

insurance or medical service plan available to the Covered Person.

## Accidental Death and Dismemberment Benefit

Benefit amount is \$50,000.00. If a covered injury results in any of the losses specified below within 365 days after the date of the accident, the Company will pay the applicable amount:

- Full Principal Sum for loss of life
- Full Principal Sum for double dismemberment
- Full Principal Sum for loss of sight of both eyes
- 50% of the Principal Sum for loss of one hand, one foot, or sight of one eye
- 25% of the Principal Sum for loss of index finger and thumb of same hand

"Member" means hand, foot, or eye. Loss of hand or foot means complete severance above the wrist or ankle joint. Loss of eye means the total, permanent loss of sight.

We will not pay more than the Principal Sum for this Benefit for all losses due to the same accident.

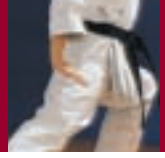
## Exclusions and Limitations

This plan does not cover any loss to or resulting from:

- Suicide, self-destruction, attempted self-destruction or intentional self-inflicted injury while sane or insane.
- War or any act of war, declared or undeclared.
- Sickness, disease or any bacterial infection, except one that results from an accidental cut or wound or pyogenic infections that result from accidental ingestion of contaminated substances.
- Voluntarily taking any drug or narcotic unless the drug or narcotic is prescribed by a Physician.

- Covered Expenses for which the Covered Person would not be responsible in the absence of this Policy.
- Injuries paid under Workers' Compensation, Employer's liability laws or similar occupational benefits or while engaging in activity for monetary gain from sources other than the Policyholder.
- Injury caused by, contributed to or resulting from the Covered Person's use of alcohol, illegal drugs or medicines that are not taken in the dosage or for the purpose as prescribed by the Covered Person's Physician.
- Service or Active Duty in the armed forces, National Guard, military, naval or air service or organized reserve corps of any country or international organization.
- Services or treatment rendered by a Physician, Nurse or any other person who is employed or retained by the policyholder; or an Immediate Family member of the Covered Person.
- Treatment of a hernia, Osgood-Schlatter's disease, osteochondritis, appendicitis, osteomyelitis, cardiac disease or conditions, pathological fractures, congenital weakness, whether or not caused by a Covered Accident.
- Damage to or loss of dentures or bridges or damage to existing orthodontic equipment, except as specifically provided in this Policy.
- Eyeglasses, contact lenses, hearing aids.
- Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from: While riding as a passenger in any aircraft not intended or licensed for the transportation of passengers.

Note: Certain of these exclusions and limitations may be modified to meet individual state requirements. Payment through Visa, Mastercard or a flexible financing payment plan available upon request.



# The Liability Coverage

## **\$1,000,000.00 Coverage**

(Protects you in the event of a lawsuit or property damage)

## **Who Is Covered**

This \$1,000,000.00 occurrence form general liability program provides protection for your martial arts school, owners, directors, instructors, and employees against claims of bodily injury liability, property damage liability, personal and advertising injury liability, and the litigation costs to defend against such claims. There is no deductible amount for this coverage. Coverage is offered through the Sports and Recreation Providers Purchasing Group, pursuant to the Federal Risk Retention Act of 1986.

## **Coverage includes suits arising out of:**

- Injury or death of participants
- Injury or death of spectators
- Injury or death of volunteers
- Property damage liability
- Host liquor liability (nonprofit)
- General negligence claims
- All activities necessary or incidental to conduct activities
- Cost of investigation and defense of claims, even if groundless
- Ownership, use, or maintenance of gyms, fields, or school areas

Includes coverage for all youth hosted or non-hosted tournaments at no additional charge.

Additional insureds such as landlords can be added at no additional charge.

## **Exclusions**

Abuse or molestation, aircraft, all acts of terrorism, asbestos liability, assault and battery, collapse of temporary structure, owned auto coverage, employment related practices, fungi and bacteria, hepatitis, HIV, HTVL, AIDS, transmissible spongiform encephalopathy, lead poisoning, medical payments, nuclear energy liability, professional liability, pyrotechnics activity, total pollution, war liability, and liability for occurrences prior to the effective date of coverage. All of the above are subject to the terms and conditions of the policy.

**Note:** There is no liability coverage for claims arising out of any of the following activities: All motor sports, ballooning, bungee jumping, cheerleading pyramids, gymnastics, inflatables, luge, mountain climbing, parachuting, polo, rock climbing, rodeo or any equestrian-related sports, sale/manufacture or distribution of any athletic equipment, skin diving, SCUBA diving, snow skiing, squash, tobogganing, use of saunas or other tanning devices, use of trampolines, water slides, white water rafting, water craft, or any saddle animal exposures.

## **Premium Rates**

The combined Accident and Liability premium rate begins at:

## **\$8.95 Per Student Per Year**

*(Staff members are included at no additional charges.)*

Hired and non-owned automobile liability coverage may be added for an additional \$850.00.

*Note:* Hired and non-owned automobile liability coverage provides protection for rented, borrowed and other non-owned vehicles driven on martial arts business.

# Martial Arts Accident & Liability Insurance



Participation in today's Martial Arts can provide physical fitness, discipline, and entertainment... but can also result in accident and injury. In the past, accident and liability coverage for Martial Arts School or Studios was either too costly, too limited, or not available at all. Individuals were either forced to pay extremely high insurance premiums, or to run programs without proper insurance protection; running the risk of personal exposure to lawsuits or a participant's injury claim.

However, now a comprehensive program has been developed to specifically cover the inherent risks involved in running a Martial Arts School or Studio. This Martial Arts Accident and Liability Insurance Program is designed to help eliminate the financial and emotional burden one can incur as a result of a lawsuit or participant injury claim.

## Plan Highlights

- Occurrence Form Policy
- Flexible Premium Rating

Coverage is provided by the Berkley Group of Companies, rated "A+" by A.M. Best Company.

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# Martial Arts Accident & Liability Insurance Enrollment Form

Please print or type

1. Name of School or Studio \_\_\_\_\_

2. Address \_\_\_\_\_  
Street City State Zip

Email \_\_\_\_\_

3. Name of Owner(s) \_\_\_\_\_

4. Desired Effective Date of Coverage \_\_\_\_\_ Termination Date \_\_\_\_\_

5. Are you a

Corporation  Municipality  Partnership  Health Club  Park District  Individual  LLC

6. What styles of Martial Arts are taught? Please be specific. \_\_\_\_\_  
\_\_\_\_\_

7. Has your past liability coverage been cancelled in any way in the last three years? If so, please be specific.  
\_\_\_\_\_  
\_\_\_\_\_

8. Waiver Requirement

Each school or studio must install a Release and Waiver or Liability and Indemnity Agreement for all students and staff members. Unintentional error on your part in securing Waiver and Release forms shall not void your coverage in the event of an occurrence to a student or staff member. However, your failure to maintain an adequate system to regularly secure Waiver and Release forms shall void your coverage in the event of an occurrence to a student or staff member. A full supply of Waiver and Release forms shall be shipped to your school or studio upon request.

9. Premium Calculation (choose your Liability Aggregate)

\$1,000,000.00 General Aggregate  
Total number of students in the busiest month of the year \_\_\_\_\_ X \$8.95 = \$ \_\_\_\_\_  
*Minimum Premium is \$450.00*

\$2,000,000.00 General Aggregate  
Total number of students in the busiest month of the year \_\_\_\_\_ X \$9.25 = \$ \_\_\_\_\_  
*Minimum Premium is \$465.00*

Optional hired and non-owned automobile coverage is ..... \$850.00 = \$ \_\_\_\_\_

Total Premium = \$ \_\_\_\_\_

10. Choose 1 of the following 3 options. Please initial your choice.

Enclosed is my check for the Total Premium  
 Please bill my VISA/MasterCard Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_  
 Enclosed is 20% of my total premium. I would like to finance my premium.  
Please mail a finance agreement explaining the monthly payment system.

11. Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits application or files a claim containing a false or deceptive statement may be guilty of insurance fraud. Minimum premiums are fully earned.

Signature of School or Studio Representative \_\_\_\_\_ Policy Holder Telephone Number \_\_\_\_\_

Agent Name & License Number \_\_\_\_\_ Agent Telephone Number \_\_\_\_\_

Agent Address \_\_\_\_\_