

Hunt Clubs General Liability Application for Coverage



CALIFORNIA WATERFOWL INSURANCE PROGRAM

Club Name, Club Address, City, State, Zip, Telephone Number, Email, Contact Person, Fax

For Internal Use Only: Account #, App Date, Target \$, Indication?, Need by, Rep

Is electronic delivery of policy documents acceptable? Yes No, please mail me a paper copy of my policy documents

GENERAL INFORMATION

Total Number of Locations, Year Chartered, Affiliation Expiration Date, Current Number of Members, FEIN #, Percentage of club members that are also CWA members in good standing, Type of Entity, Please check one, Does your club permit the use of tree stands or elevated stands?

SCHEDULE OF LOCATIONS

List of all locations: (If no physical street address is available, please include either a map of the local area detailing each location, or directions from a local landmark, or the legal description filed with the local courthouse)

Location #: Street City County State Zip

Or legal description filed with the local courthouse:

Description of Use: Owned Leased Land Only Building Occupied

Location #: Street City County State Zip

Or legal description filed with the local courthouse:

Description of Use: Owned Leased Land Only Building Occupied

Location #: Street City County State Zip

Or legal description filed with the local courthouse:

Description of Use: Owned Leased Land Only Building Occupied

LANDOWNER'S COVERAGE

Location #: Owner: Issue Cert

Mailing Address: Street City County State Zip

Location #: Owner: Issue Cert

Mailing Address: Street City County State Zip

Are there any other additional Interests to be added to the policy other than landowners? Yes No
If yes, please provide details

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**GENERAL OPERATIONS**

- Do any club activities include shooting over a body of water?  Yes  No
- Are you in compliance with all Local, State, or Federal Statutes?  Yes  No
- Do you provide firearms training, safety, or instruction?  Yes  No
- Are all instructors certified?  Yes  No
- If yes, instructors are certified by what organization?  NRA  Law Enforcement  Other: \_\_\_\_\_
- Do you rent firearms?  Yes  No
- If "yes", is legal identification with photo required?  Yes  No
- Do you require safety instruction to all new shooters?  Yes  No
- Do you require a signed Waiver or Hold Harmless Agreement for all club guests?  Yes  No
- Does your club sponsor or participate in historical re-enactment events, carnivals, fairs, rodeos, rock concerts, motorized racing, wrestling, or boxing matches?  Yes  No
- Are you involved in the promotion, sponsorship, or organization of any gun shows?  Yes  No
- If "yes", would you like a quotation for general liability coverage for gun shows you sponsor or promote?  Yes  No
- (If yes, please include a list of all gun shows planned for the next twelve months including name, location, & date. A Client Solutions Representative will call you for additional information.)*
- Are sporting or social events sponsored other than routine club functions?  Yes  No

LOSS HISTORY <input type="checkbox"/> No Losses	Description of Incident	Amount Paid/Reserved
Date: _____	_____	\$ _____
Date: _____	_____	\$ _____
Date: _____	_____	\$ _____
Do you have knowledge of any Incident which may lead to a claim? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please describe on a separate sheet of paper:</i>		
Prior Insurance Carrier	Limits of Liability	Premium
		\$

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**RATING INFORMATION**

Desired Effective Date \_\_\_\_\_ (may not be prior to date of receipt of this application)

Select Desired General Liability Limit Below

\*Florida residents – call your representative for pricing\*

Liability Limit Occurrence / Aggregate	# of Club Memb	Rate	Premium Payment	Minimum Premium		# of Club Memb.	Rate	Tree Stand Surcharge	Tree Stand Min Premium
<input type="checkbox"/> \$1,000,000/\$2,000,000	x	\$22.62	= \$	or \$393	+	x	\$4.02	= \$	or \$57
<input type="checkbox"/> \$1,000,000/\$1,000,000	x	\$21.04	= \$	or \$342	+	x	\$3.74	= \$	or \$57
<input type="checkbox"/> \$500,000/\$500,000	x	\$15.51	= \$	or \$266	+	x	\$3.33	= \$	or \$57
<input type="checkbox"/> \$250,000/\$250,000	x	\$11.51	= \$	or \$210	+	x	\$3.05	= \$	or \$57
<input type="checkbox"/> \$100,000/\$100,000	x	\$8.63	= \$	or \$158	+	x	\$2.30	= \$	or \$43

If you want your landowner to be covered, subtract 1 from the number of landowners to be covered and then multiply this amount by \$25.

Please list these landowners in the schedule section.

Number of Additional Insureds \_\_\_\_\_ -1 x \$25 = \$ \_\_\_\_\_

**CALCULATE YOUR PREMIUM COST**

(Enter the calculated premium or the minimum premium whichever is greater)

Club Liability Premium \$ \_\_\_\_\_  
 Tree Stand or Elevated Stand Surcharge + \$ \_\_\_\_\_  
 Landowner's Coverage + \$ \_\_\_\_\_

**Sub Total** = \$ \_\_\_\_\_ **Sub Total**

**Optional Certified Acts of Terrorism Coverage**

- I hereby elect to purchase coverage for acts of terrorism
- I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

(Refer to enclosed notice LMA9104 for additional information)

Sub Total x 5% + \$ \_\_\_\_\_  
 (Subject to \$50 minimum additional charge. Enter \$0 if you elect to have coverage excluded)

**Total Annual Premium** = \$ \_\_\_\_\_

**Program Administrator Service Charge** + \$ 70.00 \_\_\_\_\_

**Total Annual Charges (prior to tax)** = \$ \_\_\_\_\_

**Surplus Lines Tax & Fees (see rate chart on the next page)** + \$ \_\_\_\_\_

**TOTAL AMOUNT DUE** = \$ \_\_\_\_\_

(Add: Total Annual Charges plus Surplus Lines Tax & Fees)

**Note: Premium is fully earned at Policy Inception**

**SIGN & DATE**

**This is an application for insurance. This is not a binder of insurance.**

With your signature below and the payment of premium, you acknowledge your approval of the placement of your insurance coverage with the insurance company(ies) shown below and your understanding that the current A.M. Best Rating of each such company is as shown below. Lockton Affinity, LLC has not performed an independent analysis and as such, cannot guarantee or make any representations in regard to, and expressly disclaims responsibility for, the financial condition of any insurance companies with which we place business. Any rating information contained in this document has been obtained by a third-party rating agency, and we do not represent or warrant its accuracy. Please refer to www.AMBest.com for the latest information.

With the signature below and by submission of an order to bind coverage, Client consents and agrees to Lockton's ability to receive the compensation outlined in the attached Services and Compensation Summary under all circumstances. Client understands that this consent and agreement shall continue and apply to each renewal upon payment by Client of a renewal invoice which will disclose any charges applicable to that renewal

This is an application for General Liability Insurance Coverage Only. Other Types of Insurance are available such as Auto, Property, Crime and Workers Compensation Insurance. We recommend you review all your insurance needs. Please contact your Client Solutions Representative if you are interested in a quotation for additional coverages or limits.

Please refer to the policies for complete terms, conditions, limitations, definitions, and exclusions that will apply in the event of a loss. A specimen copy of policy forms is available upon request. If there is any conflict between the policy and the descriptions of coverage provided herein, the provisions of your policy shall prevail. With the signature below you acknowledge that you have read and understand the various terms, conditions, notices and advisories of this application.

Insurance Carrier: Certain Underwriters at Lloyd's, London A.M. Best Rating: "A" - Excellent

Signature X \_\_\_\_\_ Date X \_\_\_\_\_

Signature Authorized Representative

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**STATE TAX RATES** - Multiply the Total Annual Charges (prior to tax) by the percentage below.

AL - 6%	CT - 4%	IA - 1%	LA - 5%	MS - 7.25%	NJ - 5%	OK - 6%	TN - 5%	WV - 4.55%
AK - 3.7%	DE - 3%	ID - 1.75%	ME - 3%	MO - 5%	NM - 3.003%	OR - 2.3%	TX - 4.91%	WI - 3%
AZ - 3.2%	DC - 2%	IL - 3.7%	MD - 3%	MT - 2.75%	NY - 3.8%	PA - 3%	UT - 4.4%	WY - 3.3%
AR - 4%	FL - 5.18%	IN - 2.5%	MA - 4%	NE - 3%	NC - 5%	RI - 4%	VT - 3%	
CA - 3.20%	GA - 4%	KS - 6%	MI - 2.5%	NV - 3.9%	ND - 1.75%	SC - 6%	VA - 2.275%	
CO - 3%	HI - 4.68%	KY - 9%	MN - 3.08%	NH - 3%	OH - 5%	SD - 2.8%	WA - 2.10%	

**Send completed form and premium payment to:** California Waterfowl Insurance Program  
P.O. Box 874952  
Kansas City, MO 64187-4952  
1-888-843-3340  
CAWaterfowl@LocktonAffinity.com

Program Administered by Lockton Affinity, LLC

## HIGHLIGHTS OF COVERAGE

### COMERCIAL GENERAL LIABILITY COVERAGE FOR GUN HUNT CLUBS

- Bodily Injury and Property Damage Liability Coverage
- Personal Injury and Advertising Injury Liability Coverage
- Products / Completed Operations Coverage
- Host Liquor Liability Coverage
- Hired and Non-Owned Auto Liability Coverage
- Medical Expense Coverage - \$5,000 per person, coverage includes club members
- Executive officers & directors are insureds for their duties as such for Bodily Injury and Property Damage Liability
- Employees are insureds for their duties as such
- Club members are insureds with respect to liability arising from your club activities.
- Volunteer Workers are insureds for liability while performing duties required for the club's activities
- Property Damage includes loss of use for damaged property
- Upon request, Co-Sponsors may be included as insureds with respect to liability arising from your club activities.
- Upon request, Landowners may be included as insureds with respect to liability arising from your club activities.
- Damage to Organizational Paraphernalia in the care, custody or control of the Named Insured Coverage
- Certified Firearms Instructors Professional Liability Coverage
- Legally Possessed Firearm Self Defense Coverage for Named Insured
- Defense is outside the limit
- Coverage Territory includes the United States of America, its territories & possessions, Canada and Puerto Rico

This is a convenient coverage summary. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.

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### NOTICE TO APPLICANT FOR INSURANCE FRAUD WARNING

This notice is part of your application for commercial insurance. For your protection various state laws require the following notice:

**General Fraud Statement** 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 [New York: substantial] civil penalties. (Not applicable in Colorado, the District of Columbia, Florida, Hawaii, Kansas, Massachusetts, Minnesota, Nebraska, Ohio, Oklahoma, Oregon, Vermont or Washington; in Louisiana, Maine, Tennessee and Virginia insurance benefits may also be denied.)

#### State Specific Fraud Statements

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 is a crime and may subject the person to criminal and civil penalties.

In addition, in **California**, any person who knowingly makes an application for motor vehicle insurance coverage containing any statement that the applicant resides or is domiciled in this state when, in fact, that applicant resides or is domiciled in a state other than this state, is subject to criminal and civil penalties.

This notice is part of your application for commercial insurance. For your protection **Colorado** law required the following notice: **Fraud Warning** It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purposes 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.

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.

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.

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

For your protection **Ohio** law required you be informed that any person 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.

For your protection **Oklahoma** law requires the following notice: **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.

For your protection **Rhode Island** law required you be informed that 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.

For your protection, **Utah** law requires the following to be included in this application: "Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison."

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.

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**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, -to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

**YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.**

LMA9104  
12 January 2015

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**NOTICE TO APPLICANT FOR INSURANCE**

**SERVICES AND COMPENSATION SUMMARY**

- 1) Lockton Affinity, LLC (hereinafter “Lockton”), as the insurance broker/agent and administrator for this program, will receive certain compensation, including standard commission, from an insurer, intermediary or other third party as a result of the sale of insurance to you. In addition, Lockton, in its role as administrator of the program, may charge a Program Administrator Service Charge as listed herein (and as listed in any subsequent renewal invoices) which compensates Lockton for services performed, and related costs incurred, for and on behalf of the program participants. Such services and costs include, but are not limited to, insurance program negotiation, design, support and analysis. This charge is not part of any premium paid to any carrier.
- 2) The compensation received by Lockton may differ depending on the product, insurer, intermediary or other third party.
- 3) Lockton may also receive certain incentive compensation, including contingency payments and bonuses as a result of being the insurance broker/agent for this program, from an insurer, intermediary or other third party based upon factors such as premium volume placed with a particular insurer or through a particular intermediary and loss or claims experience.

By submission of an order to bind coverage and signature of the Request to Bind Coverage Form contained herein, Client consents and agrees to Lockton’s ability to receive the compensation outlined herein under all circumstances. This consent and agreement shall continue and apply to each renewal upon payment by Client of the renewal invoice which will disclose any applicable Program Administrative Service Charge for that renewal.

**SERVICES AND COMPENSATION SUMMARY  
NEW YORK DISCLOSURE**

The following disclosure is provided pursuant to Insurance Department Regulation No. 194 (11 NYCRR30.1 et seq.):

Lockton Affinity, LLC (the “producer”) is an insurance producer licensed by the state of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms, and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

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**NOTICE TO APPLICANT FOR INSURANCE**

**SURPLUS LINES/NON-ADMITTED CARRIER**

Approved, non-admitted insurance carriers are neither licensed by nor under the supervision of the state department of insurance. If an approved, non-admitted carrier is found insolvent, the State Insurance Guaranty Fund will not respond. Also, all premiums are taxable.

Lockton Affinity, LLC has not performed an independent financial analysis and, as such, cannot guarantee or make any representations in regard to the financial condition of any insurance companies with which we place business.

This application is for coverage provided by approved, **non-admitted** carriers shown below.

Certain Underwriters, Lloyd's of London

Please refer to the signature page of this application for the financial rating designated by **A.M. Best** for each carrier. Please refer to [www.ambest.com](http://www.ambest.com) for a description of A.M. Best Company and its rating methods.