Volunteers Insurance Service Association, Inc.
Volunteer Insurance
Terms & Conditions of Insurance

Disclosure Pursuant to Federal Law Regarding Purchasing Groups [U.S.C. 15 3901, et seq.]: Volunteers Insurance Service Association (VIS) is a "Purchasing Group," as defined under Federal Law, formed to purchase liability insurance on a group basis for its members to cover the similar or related exposures to which the members of VIS are exposed by virtue of their related, similar or common business or service.

Insurance Coverage Eligibility: Members of VIS® do not receive automatic coverage in the VIS® insurance programs. To obtain coverage, a member must complete an application for insurance, which may be accepted or declined by the Managing General Underwriter ("MGU"). Under Federal and state law, only members of VIS® are eligible to participate in the insurance programs provided under the VIS® Risk Purchasing Group.

Selection of General Terms, Conditions and Exclusions of the Insurance Program: VIS® shall select the general insurance terms, conditions, and exclusions of the insurance program.

Among other terms and conditions, VIS® may accept or reject/decline: terrorism liability exclusions; uninsured motorists liability exclusions; underinsured motorists liability exclusions; lead exclusions; mold, fungus and spores exclusions; and/or sexual and physical abuse and molestation exclusions.

With regard to the general terms, conditions, and exclusions of the insurance programs, applicant agrees to accept VIS®'s decisions and grants authority to VIS® to accept or decline coverage on applicant's behalf and waive or reject any of applicant's rights under Federal or state insurance laws regarding the offer and waiver or rejection of certain insurance coverages including, but not limited to: Terrorism Liability; Uninsured Motorists Liability; Underinsured Motorists Liability; and/or, Lead Paint Liability.

- No Coverage for Uninsured or Underinsured Motorists Liability (unless explicitly offered to member in writing): Some states require insureds to decline uninsured motorists liability and underinsured motorists liability in writing. VIS® has declined these coverages; as such, these coverages are not available to Members. Applicant agrees to waive its rights with regards to the offer, acceptance, and/or rejection of uninsured motorists liability and underinsured motorists liability. However, there may be times that VIS® chooses to offer these coverages to its members. If it does, these instances will be disclosed explicitly and in writing, either on an application for insurance and/or on a proposal of insurance.

Selection and Compensation of Managing General Underwriter (hereinafter "MGU"): VIS® shall select an MGU to administer its insurance program. VIS® shall negotiate the MGU's compensation in terms of commissions and contingency commissions. The MGU shall disclose its commission structure to VIS®, including any contingency commissions or other sources of income which the MGU receives from a selected carrier in exchange for placement of VIS®'s insurance business with that selected carrier. Applicant agrees to accept VIS®'s selected MGUs and their compensation plans. Currently, the MGU for all insurance programs is Acrisure, LLC.

Direct Access for VIS® Members: MGU is licensed as an insurance agent/broker in all jurisdictions and will accept business directly from applicant.

Automatic Non-Renewals and Notice of Non-Renewal: Every policy and Evidence of Insurance ("EOI") is automatically non-renewed every year on its expiration date. Most often, a renewal quote will be provided. However, each selected carrier providing coverage to VIS® and its membership reserves the right, because of the automatic non-renewals, to provide renewal quotes with terms, conditions, and exclusions that are different from those of the expiring policies or EOI's. If a selected carrier intends not to offer a renewal quote to a given Member, that selected carrier shall endeavor, but shall not be required, to provide the Member prior notice of non-renewal equal to the time allotted by the Member's domiciliary state or any state with jurisdiction over the matter. Applicant agrees to waive its rights under any applicable state's laws with regard to the receipt of prior notice of non-renewal.

Cancellation of Coverage: If applicant's coverage is cancelled, the relevant selected carrier shall provide applicant with prior notice of cancellation according to applicable state statutes,

Premiums

- Purpose of Purchasing Group: A primary purpose of VIS® shall be to provide each of its Members the ability to obtain quality insurance coverage and high limits of insurance protection at an affordable cost for their volunteer members.

- No Changes in Premiums Without Change in Insurance Exposures: Once applicant has become a Member of VIS® and purchased insurance coverage through the insurance programs, the insurance premium shall not be changed until expiration date of that Member's current insurance policy or coverage period unless applicant has a change in volunteers. If a Member's volunteers increase or decrease, the premium may be adjusted, accordingly.

- Payment Due Prior to Receipt of Policy and/or EOI: Upon payment of all premiums, fees, taxes, and surcharges due, plus the VIS® MF, the MGU shall send applicant a policy or EOI.

- Agreement Not To Bring Claim, Law Suit, or Administrative Action Regarding Amount of Premium: Member agrees that it shall never bring a claim, lawsuit, or governmental or administrative proceeding against VIS®, the relevant MGU, or the relevant selected carrier based upon the amount it was charged as a premium in relation to other Members. Each Member shall receive an individual Proposal, and it shall be the decision of each Member as to whether it accepts or rejects said Proposal.

No Backdating; Written Instructions Required to Bind; Written Instructions to Cancel**:** The earliest date upon which the MGU may place coverage into effect is the first of the month following receipt of the application for insurance for new business or July 1st of the given renewal year for renewal policies. The earliest date upon which the MGU may cancel coverage is the date upon which it receives an ACORD Lost Policy Release, signed by applicant instructing it to cancel coverage. No selected carrier in the insurance program permits the MGU to "backdate" coverage or cancellations.

Minimum Earned Premiums; "Flat" Cancellations Not Permitted: Some policies and EOI's may carry minimum earned premiums. The minimum earned premium is the premium for which applicant is liable, whether applicant decides to keep a policy or EOI in force for one (1) day or one (1) year. Prior to binding coverage, the MGU shall provide applicant with a Proposal. That Proposal shall detail the minimum earned premium if a minimum earned premium applies. Once applicant instructs the MGU to bind coverage, and coverage is placed into effect, coverage cannot be "unbound." If applicant decides to cancel coverage, even if it is one day into a policy, applicant owes the minimum earned premium. Applicant agrees to be liable for any minimum earned premiums in the eventuality that it cancels coverage prior to a policy or EOI's natural expiration date. Furthermore, "flat" cancellations are not permitted. Once a policy or EOI has been bound, the policy shall carry, at a minimum, a short-rate penalty of 10%. Said policy or EOI may also carry a minimum earned premium, as discussed above.

No Changes in Premium Without a Change in Applicant's Exposures or Operations: Once applicant has purchased insurance coverage through the insurance program, the insurance premium shall not be changed until the renewal date of that Member's policy period or coverage period unless applicant has a change in exposures. If a Member's number of volunteers increases or decreases, the premium may be adjusted accordingly.

Right To Decline Business for Any Reason: The MGU shall have the absolute right to decline any application submitted by applicant for any reason or no reason whatsoever.

Only Members May Access Insurance Programs: Only Members of VIS® may access the insurance programs.

State Disclosure Notices: Some states require that we provide you with specific notices in specified fonts and formatting regarding your insurance coverage. They are as follow:

NOTICE TO ARKANSAS APPLICANTS: 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.

NOTICE TO COLORADO APPLICANTS: 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 AUTHORITIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: 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.

NOTICE TO FLORIDA APPLICANTS: 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 IN THE THIRD DEGREE.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE 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.

NOTICE TO LOUISIANA APPLICANTS: 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.

NOTICE TO MAINE APPLICANTS: 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 OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW MEXICO APPLICANTS: 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 CIVIL FINES AND CRIMINAL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: 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, CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE 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.

NOTICE TO OKLAHOMA APPLICANTS: 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." (365:15-1-10, 36 §3613.1)

NOTICE TO PENNSYLVANIA APPLICANTS: 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.

NOTICE TO TENNESSEE APPLICANTS: 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.

NOTICE TO VIRGINIA APPLICANTS: 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.

Written Statements & Supplemental Materials Furnished Become Material Part of the Application for Insurance: All written statements and supplemental materials furnished to a Selected Carrier in conjunction with an application are hereby incorporated by reference into the application and made a material part thereof.

Additional Text – Signature Page of Application: Some of our Selected Carriers require that we insert specific language in a specific font regarding the signature page of our "Application for Insurance & Membership."

The following language is hereby made a part of the signature page of the "Application for Insurance & Membership."

PLEASE READ THE FOLLOWING STATEMENT CAREFULLY. IF A POLICY IS ISSUED, THIS STATEMENT WILL BE CONSIDERED TO HAVE BEEN ATTACHED TO THE POLICY.

THE AUTHORIZED OFFICER / EXECUTIVE DIRECTOR / OR OTHER MANAGEMENT PERSON OF THE APPLICANT WHO SIGNS AN APPLICATION FOR INSURANCE, HAVING MADE DUE INQUIRY, DECLARES THAT TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF THE STATEMENTS AND INFORMATION SET FORTH IN AN APPLICATION OR WRITTEN STATEMENTS OR SUPPLEMENTAL MATERIALS FURNISHED TO A SELECTED CARRIER ARE TRUE. THE AUTHORIZED SIGNOR AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION (INCLUDING INFORMATION PROVIDED BY ATTACHMENT HERETO) CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, HE/SHE WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING INDICATIONS, QUOTATIONS AND/OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE.

THE APPLICANT AGREES THAT THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF ANY COVERAGE ISSUED BY US AND WILL BE ATTACHED TO AND BECOME PART OF THE POLICY.

Financial Quality of Selected Carriers & Admitted / Non-Admitted Coverage**:** All of the Insurance Programs are underwritten by insurance companies rated "A" or better by A.M. Best, the leading rater of financial strength for insurance companies in the United States. An "A" rating by A.M. Best means "Secure" and signifies the highest rating that A.M. Best gives an insurance company (The "A" Category includes A-, A, A+, or A++; all are considered "Secure"). For more information about A.M. Best and its rating scales, please visit **www.ambest.com**.

The Volunteer Accident insurance program is underwritten by an “Admitted” insurance company. The Volunteer Liability and Volunteer Excess Automobile Liability program is underwritten by a “Non-Admitted” insurance company. Whether or not an insurance company is “Admitted” or “Non-Admitted” does not affect the financial quality (i.e. strength and stability) of that insurance company.

If the policy or EOI which covers you is underwritten by a “Non-Admitted” insurance company, it means that coverage was otherwise unavailable through at least three other “Admitted” insurance companies.

Headers: Headers in this Agreement are used for organizational purposes and shall not be interpreted to convey any meaning.