

# R.V. NUCCIO & ASSOCIATES INC.

SPECIALTY INSURANCE PROGRAMS AND PLACEMENTS

## AMERICAN DISC JOCKEY ASSOCIATION INSURANCE PROGRAM

MEMBERS ONLY

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### INTRODUCTION

The American Disc Jockey Association and R.V. Nuccio & Associates, Inc. have created a very special insurance program specifically designed to insure the property, crime and general liability exposures of the office or home based ADJA member Disc Jockey operation. Included within this booklet is a coverage summary, application and self-rating worksheet which will allow the ADJA member to easily purchase any or all of the available optional coverage. This special American Disc Jockey Association Insurance Program is exclusively administered nationally by R.V. Nuccio & Associates Insurance Brokers, Inc. and is underwritten by Fireman's Fund.

### COVERAGE SUMMARY

#### COVERAGE 1 PROPERTY PLUS

##### A. Who Is Insured

Property Plus is available to any DJ who owns or is financially responsible for any office or DJ equipment, or any tapes, CD's, KD's or LP's. Property Plus is an optional coverage. The ADJA maintains the actual policy, participating DJ members receive a Certificate Of Insurance as proof of coverage.

**B. What Is Insured**

Property Plus provides insurance coverage on a special Commercial Articles Floater form for any office or DJ equipment, tapes, CD's, KD's, and LP's listed on the application, up to the specified value, against all risks of direct physical damage from any external cause, except those which are specifically excluded. The coverage is provided on a replacement cost basis (**new for old**), and contains a \$250 per loss deductible (**\$500** per loss deductible for loss of tapes, CD's, KD's and LP's due to theft). The policy includes coverage for loss due to fire, windstorm, theft, earthquake, flood, vandalism and other perils which are not excluded. Rental Reimbursement coverage is also provided.

**C. Where Coverage Is Applicable**

The geographic limitation of almost any insurance contract is described by its policy territory. The territory of this particular policy is anywhere within the United States and Canada. Coverage is provided for the property listed on the application wherever that property may be located, provided the listed property is within the policy territory as described.

**D. When Coverage Is Applicable**

The time limitation of almost any insurance contract is defined by its inception and expiration date and time (at some specific location). This limitation is known as the policy period, which in this instance is one calendar year.

**E. What Is Excluded**

This program has specific exclusions usual to this form of property insurance. It must be understood that this booklet is only a summary. It is **not** all inclusive, nor does it alter or waive any of the actual policy language. Questions regarding these exclusions, or this summary, should be directed to R.V. Nuccio & Associates, Inc. at 1-800-567-2685. There is **NO** coverage, or coverage is excluded for:

01. Property not specifically and properly listed on the application.
02. Losses greater than the replacement value of the property.
03. Losses greater than the limit of insurance assigned to an item and listed on the application.
04. Loss due to inventory shortage or mysterious disappearance.
05. Loss due to theft from any unattended vehicle unless **all** of the following conditions have been met:
  - a. at the time of the loss, the covered property was contained in a fully enclosed, locked and secured body or compartment of the vehicle; and
  - b. at the time of the loss, the vehicle had an audible alarm which was fully operational and 'armed'; and
  - c. the theft resulted from forcible entry or exit.
06. Loss or damage caused by, or made worse by:
  - a. deterioration, inherent vice or latent defect;
  - b. wear and tear;
  - c. seizure or destruction of property by order of governmental authority;
  - d. illegal transportation or trade;
  - e. a dishonest act of an employee (**This coverage is available under Crime Plus**);
  - f. the neglect of the insured to reasonably protect the property from a disaster or neighboring fire; or
  - g. year 2000 exposures.
07. Property that is loaned, rented or given to others. This exclusion does not apply to equipment the insured DJ provides to his/her employees or subcontractors performing at a venue on behalf of the insured DJ.
08. Property used at any event considered to be a Rave or Rave-like event.
09. Property used at any event unless there exists a written contract between the insured DJ and the person or entity responsible for the promoting, organizing, managing or otherwise controlling the event.

**F. Listing Items And Values**

It is essential that all items to be insured are specifically and individually listed on the application, with a replacement value (not actual cash value) assigned to each. Replacement value is what you would pay today for a brand new item. It is not necessarily what you paid when you originally bought the item. Tapes, CD's, KD's, and LP's are grouped separately as indicated at the end of the application. It is important to note that you are required by the policy to insure 100% of the value of your tapes, CDs, KDs and LPs by category or you will suffer a **significant** coinsurance penalty at the time of a loss.

**G. Proving Your Loss**

At the time of a loss, the insured DJ will have to prove that they actually owned the property being claimed as lost or

damaged. This applies to both DJ equipment and media such as Tapes, CD's, KD's and LP's. This proof may be in the form of original purchase receipts, pictures or a video of all of the DJ property, or an appraisal. Without such proof, the claim cannot be properly adjusted. Be sure you are able to prove that you actually owned the property you are claiming as lost or damaged, or your insurance will not apply.

## COVERAGE 2 CRIME PLUS

### A. Who Is Insured

Crime Plus is available and useful to any DJ (with or without employees) or other individuals operating DJ owned equipment or setups. It also provides coverage for moneys that may be collected at the venue site. Because dishonest acts of employees (such as theft of all of the DJ equipment by an employee) are excluded from the property policy, Crime Plus was created to fill this coverage gap. Crime Plus has several other coverages important to any DJ operation, whether or not there are employees. Crime Plus is an optional coverage. The ADJA maintains the actual policy, participating DJ members receive a Certificate Of Insurance as proof of coverage.

### B. What Is Insured

Crime Plus has three coverages, each with a separate, per loss limit. A brief description of the coverage follows.

#### 01. Employee Dishonesty

Provides protection up to the limit selected and subject to a \$250 per loss deductible, for the loss of money, securities and other DJ equipment or property resulting directly from one or more fraudulent or dishonest acts committed by an employee acting alone or in collusion with others.

#### 02. Forgery Or Alteration

Provides protection up to the limit selected and subject to a \$250 per loss deductible, for loss resulting from forgery or alteration of outgoing checks, drafts, promissory notes and similar instruments drawn against the Insured's accounts.

#### 03. Theft Disappearance And Destruction

Provides protection up to the limit selected and subject to a \$250 per loss deductible, for loss resulting from the causes of loss described in its title. This coverage is divided into two parts, each with its own separate per loss limit.

##### a. Part A Loss Inside The Premises

Provides protection up to the limit selected and subject to a \$250 per loss deductible, for the loss of money and securities by the actual destruction, disappearance or wrongful abstraction thereof, within the premises.

##### b. Part B Loss Outside The Premises

Provides protection up to the limit selected and subject to a \$250 per loss deductible, for the loss of money and securities by the actual destruction, disappearance or wrongful abstraction thereof, outside the premises while being conveyed by a messenger, or while within the living quarters in the home of any messenger. In most cases, the 'messenger' would be your DJ employee collecting money or checks on your behalf.

### C. Where Coverage Is Applicable

The geographic limitation of almost any insurance contract is described by its policy territory. The territory of this particular policy varies with its three coverages, but in each instance does include the United States and Canada. Contact R.V. Nuccio & Associates, Inc. for specific territory interpretations.

### D. When Coverage Is Applicable

The time limitation of almost any insurance contract is defined by its inception and expiration date and time (at some specific location). This limitation is known as the policy period, which in this instance is one calendar year.

### E. What Is Excluded

This program has specific exclusions usual to this form of crime insurance. It must be understood that this booklet is only a summary; it is **not** all inclusive, nor does it alter or waive any of the actual policy language. Questions regarding these exclusions, or this summary, should be directed to R.V. Nuccio & Associates, Inc. at 1-800-567-2685. There is **NO** coverage, or coverage is excluded for:

01. Losses, the proof of which is dependent upon an inventory or profit and loss computation.

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02. Losses due to war, whether declared or not, war like action, civil war, insurrection, rebellion or revolution, or any related act or incident.
03. Losses due to accounting or arithmetical errors or omissions.
04. Moneys in coin-operated vending machines or amusement devices.
05. Losses to property in an armored vehicle or messenger service.
06. Losses (except money or securities) due to fire.
07. Losses resulting from extortion.
08. Interest, dividends, or other income resulting from a money loss.
09. Damages of any type for which the insured is legally liable. Legal expenses are also excluded.
10. Costs, fees, and other expenses incurred by the Insured in establishing the existence of or amount of a loss covered under this policy.

**F. Cancellation Of Coverage For A Specific Employee(s)**

The Crime coverage contains a condition that immediately cancels any future coverage for any employee(s) upon discovery by the Insured DJ of any dishonest act committed by that employee(s), either before or after becoming an employee of the Insured DJ. This condition is common to this type of coverage. Coverage is also excluded for any employee(s) for whom similar prior insurance has been canceled.

**COVERAGE 3 LIABILITY PLUS**

**A. Who Is Insured**

Liability Plus is available to any DJ operating a single or multiple setups. Coverage is extended to any employee of the named insured including other employed DJ's operating a setup on behalf of the named insured DJ. Coverage does not extend to independent contractors subcontracted by the named insured DJ. For more information regarding independent contractors or subcontracted DJ's, see the section under Liability Plus titled Reporting The Correct Number Of Setups. Liability Plus is an optional coverage. The ADJA maintains the actual policy, participating DJ members receive a Certificate Of Insurance as proof of coverage.

**B. What Is Insured**

Liability Plus provides Commercial General Liability insurance protection, up to the specified limit, for sums which the insured DJ becomes legally obligated to pay as a result of business operations on the insured DJ premises or on the premises of others such as the venue. There is a \$1,000,000 liability limit per occurrence/\$2,000,000 annual aggregate with defense costs supplemental to or, in addition to that limit. Provided the correct number of setups have been reported, the limit of liability applies per setup. Subject to policy language, Commercial General Liability coverage is provided for the following:

01. Bodily Injury Liability
02. Personal Injury Liability
03. Property Damage Liability (subject to a \$250 per loss deductible)
04. Products Liability
05. Host Liquor Liability
06. Non-Owned Auto Liability
07. Fire Legal Liability (subject to a \$50,000 limit)
08. Medical Payments (subject to a \$5,000 limit)

**C. Where Coverage Is Applicable**

The geographic limitation of almost any insurance contract is described by its policy territory. The territory of this particular policy is anywhere within the United States and Canada. There is no reporting requirement as to where a DJ operation is to take place provided it is within the definition of the policy territory.

**D. When Coverage Is Applicable**

The time limitation of almost any insurance contract is defined by its inception and expiration date and time (at some specific location). This limitation is known as the policy period, which in this instance is one calendar year.

#### E. What Is Not Covered

This program has specific exclusions usual to this form of general liability insurance. It must be understood that this booklet is only a summary; it is **not** all inclusive, nor does it alter or waive any of the actual policy language. Questions regarding these exclusions, or this summary, should be directed to R.V. Nuccio & Associates, Inc. at 1-800-567-2685. There is **NO** coverage, or coverage is excluded for:

01. Owned Automobile Liability
02. Owned Watercraft Liability
03. Owned/Non-Owned Aircraft Liability
04. Professional Liability
05. Property Damage Liability to any real or personal property which is in the care, custody or control of the insured DJ
06. Any and all sums that would be recoverable under a Workers Compensation insurance policy whether or not such policy exists
07. Any activities other than the playing of recorded music or the necessary set up and tear down of sound and lighting equipment. Coverage is **not** provided for any other activities such as but not limited to, Velcro Man, Bungee Run, or other similar type mechanical entertainment devices or activities.
08. Any event considered to be a Rave or a Rave-like event.
09. Any event unless there exists a written contract between the insured DJ and the person or entity responsible for the promoting, organizing, managing or otherwise controlling the event.

#### F. Reporting The Correct Number Of Setups

For the purpose of this insurance, an employed DJ is one that must be supplied with equipment in order to perform at the venue. An Independent Contractor DJ is one that has their own equipment necessary to perform at the venue, and does not have to be supplied with equipment by the insured DJ. When the insured DJ is using employed DJ's to perform jobs, the insured DJ must be sure to count the employed DJ as an additional setup when completing the Liability Plus portion of the application. In the event of a liability claim, when it is discovered after insurance company audit, that there were two setups being operated and only 1 setup had been declared on the application, the insurance company **will deny coverage** based upon the misreporting of the number of setups. Said another way, the claim will be assigned (by the insurance company) to the uninsured setup or venue. Since insurance was not purchased on that setup, the policy will not respond to the lawsuit and will therefore, not defend. The uninsured DJ will be forced to pay for their own expert defense (at \$250 or more per hour) and to pay the judgment should the case be lost in court. To date, the minimum defense cost on claims filed against DJ's insured under this program exceeds \$35,000 and will take up to 5 years to settle out. It is your house and your personal assets at risk. Think twice about how you report the number of setups.

#### G. Independent Contractors

If you occasionally contract with another DJ company (Independent Contractor or subcontractor) to perform at a venue on your behalf under your company banner and there is a liability claim, you will be sued along with the Independent Contractor DJ company you contracted, as they are operating on your behalf or under your company banner. Unless you have reported and paid for the correct number of setups under the liability portion of the policy, the liability insurance will not apply. Also, if you are subcontracting a job to another DJ company to perform at a venue under your company banner, it is imperative that you obtain a **Certificate Of Insurance** from the subcontracted DJ company as proof of at least \$1,000,000 of liability insurance. This Certificate Of Insurance should also name you and your DJ company as a **'Additional Insured'**. If you and your DJ company are properly named as an Additional Insured on the subcontracted DJ liability insurance policy, in the event of a loss you will have some protection from the subcontracted DJ company liability insurance policy. If the subcontracted DJ company is unwilling to name you on their \$1,000,000 liability insurance policy as an Additional Insured, or if they do not have liability insurance at all, you would be **extremely wise and prudent** to find another DJ company to perform on your behalf.

#### IMPORTANT NOTES

1. This coverage summary is only a summary. It is not all inclusive, nor does it alter or waive any of the actual policy language. Questions regarding this summary should be directed to R.V. Nuccio & Associates, Inc. at 1-800-567-2685.
2. Any pricing information contained within this booklet is subject to change without notice.
3. The underwriter and/or the program administrator reserve the right to accept or reject any application for insurance.

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4. Coverage will not be effective and a Certificate Of Insurance will not be issued until the full and correct payment has been received by R.V. Nuccio & Associates, Inc.
5. The applicant hereby authorizes R.V. Nuccio & Associates, Inc. to charge the credit card number provided under the Method Of Payment information section of the application, if so provided.
6. All premium and fees becomes fully earned and non-refundable at inception.
7. 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.

**Exclusive Program Administrator:**

R.V. Nuccio & Associates Insurance Brokers, Inc.  
10148 Riverside Drive, 2nd Floor  
Toluca Lake, CA 91602  
1-800-567-2685      Phone  
1-818-980-1595      Fax

**Underwritten By:**

Fireman's Fund Insurance Company

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07. ADJA Membership Number: # \_\_\_\_\_  
ADJA Membership Number

08. Do You Belong To A Music Subscription Service?  Yes  No

09. If 'Yes' To Question Number 08 Above:

a. Please check the music subscription service(s) to which you subscribe:

- Columbia
- ERG
- Hot Hits
- Promo Only
- RPM
- Other. Please specify: \_\_\_\_\_

b. How many copies of each category do you receive each month? # \_\_\_\_\_  
Number Of Copies Per Category

**PART C APPLICATION PROPERTY PLUS INFORMATION**

10. Coverage is provided only for equipment/property specifically and properly listed on this application. If needed, continue listing on a separate sheet, using the exact same format. If you leave out a column, your schedule will not be accepted. Be sure to use the value it would cost to replace the item with a new item at today's prices. Protect your insurance rates and coverage by guarding against losses. Whenever you must leave your setup for any reason, make sure all CD, LP, and KD cases are locked and covered. Be especially careful during loading and unloading. If you acquire additional equipment during the policy term, submit a revised schedule along with payment to R.V. Nuccio & Associates, Inc. to have the new equipment added to your policy, otherwise it will not be protected by insurance.

Item Description	Make Or Model	Serial Number	Date Purchased	Replacement Value
a. _____	_____	_____	_____	_____
b. _____	_____	_____	_____	_____
c. _____	_____	_____	_____	_____
d. _____	_____	_____	_____	_____
e. _____	_____	_____	_____	_____
f. _____	_____	_____	_____	_____
g. _____	_____	_____	_____	_____
h. _____	_____	_____	_____	_____
i. _____	_____	_____	_____	_____
j. _____	_____	_____	_____	_____
k. _____	_____	_____	_____	_____
l. _____	_____	_____	_____	_____
m. _____	_____	_____	_____	_____
n. _____	_____	_____	_____	_____
<b>Total Equipment/Property Replacement Value</b>				<b>\$</b> _____

11. In addition to the purchase of coverage on equipment/property, you may also purchase coverage on your media library. However, it is important to note that should you elect to purchase coverage on your media library, you are required by the policy to insure 100% of the value of your Tapes, CD's, KD's and LP's by category or you will suffer a significant coinsurance penalty at the time of a loss. Insuring anything less than 100% of the total replacement value of each category, will cost you money in the event of a loss.

	# _____	Maximum Value Any One Item	Replacement Value All Items
a. Total Number of Tapes	_____	_____	_____
b. Total Number of CD's	_____	_____	_____
c. Total Number of KD's	_____	_____	_____
d. Total Number of LP's	_____	_____	_____
<b>Total Tape, CD, KD, LP Replacement Value</b>			<b>\$</b> _____

12. Upon what date would you like this coverage to be effective? \_\_\_\_\_  
 This date should match your expiring property policy (if any). Month/Day/Year
13. Have you had any Property losses within the last 5 years that may have been covered by this type of Property insurance?  Yes  No
- a. If 'Yes', how many Property losses have you had within the last 5 years? # \_\_\_\_\_
- b. If 'Yes', what was the total dollar amount of all losses combined? \$ \_\_\_\_\_

**PART D APPLICATION CRIME PLUS INFORMATION**

14. Upon what date would you like this coverage to be effective? \_\_\_\_\_  
 This date should match your expiring crime policy (if any). Month/Day/Year
15. Have you had any Crime (or employee theft) losses within the last 5 years that may have been covered by this type of Crime insurance?  Yes  No
- a. If 'Yes', how many Crime (or employee theft) losses have you had within the last 5 years? # \_\_\_\_\_
- b. If 'Yes', what was the total dollar amount of all losses combined? \$ \_\_\_\_\_

**PART E APPLICATION LIABILITY PLUS INFORMATION**

16. Upon what date would you like this coverage to be effective? \_\_\_\_\_  
 This date should match your expiring liability policy (if any). Month/Day/Year
17. Have you had any Liability losses within the last 5 years that may have been covered by this type of Liability insurance?  Yes  No
- a. If 'Yes', how many Liability losses have you had within the last 5 years? # \_\_\_\_\_
- b. If 'Yes', what was the total dollar amount of all losses combined? \$ \_\_\_\_\_

**PART F SPECIAL CONDITIONS**

18. The Property Plus policy contains the following exclusion:  
 We will not pay for any loss caused by theft or attempted theft of any covered property from any unattended vehicle unless ***all*** of the following conditions are met:
- a. At the time of the loss, the covered property was contained in a fully enclosed, locked and secured body or compartment of the vehicle; and
- b. The vehicle has an audible alarm which was fully operational and 'armed' at the time of the loss; and
- c. The theft resulted from forcible entry or exit.
- Do you understand and agree that if a theft of covered property from a vehicle occurs, the loss will ***not*** be covered unless all of the required conditions mentioned above are met?  Yes  No

19. \_\_\_\_\_  
 Printed Name Of Applicant

\_\_\_\_\_  
 Signature Of Applicant

\_\_\_\_\_  
 Date

**PART G SELF-RATING WORKSHEET (MEMBERS ONLY)**

20. Coverage 1 **Property Plus Equipment/Property (\$250 per loss deductible)** **Policy Cost**

\_\_\_\_\_ X (.01 Rate) + 25.00 Fee = \$ \_\_\_\_\_  
 Total Equipment/Property Replacement Value

21. Coverage 2 **Property Plus Tape/CD/KD/LP Media Library (\$500 per loss deductible)**

\_\_\_\_\_ X (.025 Rate) + 25.00 Fee = \$ \_\_\_\_\_  
 Total Tape/CD/KD/LP Media Library Replacement Cost

22. Coverage 3 **Crime Plus**

**Limit Per Setup** (check one) **Rate Per Setup**

- \$ 5,000 \$ 50
- \$ 10,000 \$ 75
- \$ 15,000 \$ 100
- \$ 20,000 \$ 125
- \$ 25,000 \$ 150

\_\_\_\_\_ X \_\_\_\_\_ + 25.00 Fee = \$ \_\_\_\_\_  
 Total Number Of Setups Rate Per Setup From Above

23. Coverage 4 **Liability Plus**

<b>Number Of Setups</b> (check one)	<b>Annual Premium</b>	<b>Number Of Setups</b> (check one)	<b>Annual Premium</b>
<input type="checkbox"/> 1 Setup	\$ 150	<input type="checkbox"/> 6 Setups	\$ 400
<input type="checkbox"/> 2 Setups	\$ 200	<input type="checkbox"/> 7 Setups	\$ 450
<input type="checkbox"/> 3 Setups	\$ 250	<input type="checkbox"/> 8 Setups	\$ 500
<input type="checkbox"/> 4 Setups	\$ 300	<input type="checkbox"/> 9 Setups	\$ 550
<input type="checkbox"/> 5 Setups	\$ 350	<input type="checkbox"/> # _____	\$50 for each additional setup

\_\_\_\_\_ + 25.00 Fee = \$ \_\_\_\_\_  
 Enter Annual Liability + Premium From Above

24. Add Right Column And Enter Total Here \$ \_\_\_\_\_

25. **Total Policy Cost** (Enter total from line 24 or \$125 minimum, **whichever is greater**, and pay this amount) \$ \_\_\_\_\_

**IMPORTANT NOTES**

1. This coverage summary is only a summary. It is not all inclusive, nor does it alter or waive any of the actual policy language. Questions regarding this summary should be directed to R.V. Nuccio & Associates, Inc. at 1-800-567-2685.
2. Any pricing information contained within this booklet is subject to change without notice.
3. The underwriter and/or the program administrator reserve the right to accept or reject any application for insurance.
4. Coverage will not be effective and a Certificate Of Insurance will not be issued until the full and correct payment has been received by R.V. Nuccio & Associates, Inc.
5. The applicant hereby authorizes R.V. Nuccio & Associates, Inc. to charge the credit card number provided under the Method Of Payment information section of the application, if so provided.
6. All premium and fees become fully earned and non-refundable at inception.
7. 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.

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