



TENANT USER LIABILITY ENROLLMENT FORM

For Aloha Stadium

This brochure is valid for effective dates from 4/8/22 through 4/8/23

PROGRAM DESCRIPTION

This insurance program has been designed for persons or organizations renting or leasing this facility/premises to conduct short term special events that meet the following criteria:

- Total event attendance is 3,000 or less
- Maximum number of consecutive event days is 10 (not including set-up or tear down)

Coverage is provided by a carrier rated A (Excellent) by A.M. Best Company.

INELIGIBLE OPERATIONS

Operations not eligible for this program include, but are not limited to the following:

- Activist rallies/marches/protests
- Air shows/events
- Animal obedience training
- Any events including organized athletic events/competitions
- Any events and/or concerts – involving rap, hip-hop, heavy metal/screamo or electronic/techno music
- Any events held on an airport premises
- Any events honoring national and/or local celebrities or professional athletes
- Any events involving in or on water activities
- Any events providing overnight accommodations
- Battle reenactments
- Bonfires
- Cannabis related events
- Christmas tree sales/lots
- Cinematography or photography events for commercial use
- Circuses
- Color party, foam party or raves
- Food eating contests
- Fraternity or sorority events (except alumni association off-site events that have prior approval by K&K)
- Geocaching events
- Gun and/or knife shows
- Haunted attractions/events
- Health fairs/expositions
- Hunting, fishing and hiking events
- Mazes (corn, hay or fence)
- Parades (or any event involving a parade)
- Political events (except private fundraising auctions, benefits, dances, dinners)
- Pumpkin chuckin events
- Rodeos
- Seances
- Shooting events/activities (skeet/trap/clay/guns)
- Tailgating events (unless reported prior to and approved by K&K)
- Tractor pulls
- Union meetings
- Walks/running events

ELIGIBLE OPERATIONS

This following event operations are eligible for this program. If you do not see your event listed, please contact K&K for eligibility.

Class 1 Private Invitation Events	Class 2 Open to the Public Events
<ul style="list-style-type: none"> • Achievement celebrations • Anniversary parties • Award banquets or presentations • Baby showers • Banquets • Baptisms • Bar mitzvahs or bat mitzvahs • Birthday parties • Business dinners, lectures, seminars, meetings, parties or banquets • Celebrations (holiday) • Charity or fundraising events (auction, benefit, dance or dinner) • Debuts or debutante balls • Dinners, luncheons or showers • Graduation parties • Lectures • Meetings (clubs or business) • Memorial services • Parties (retirement, house, anniversary, engagement or graduation) • Quinceañeras • Recitals (dance or musical) • Reunions (class, family or military) • Seminars • Social gatherings or receptions • Wedding ceremonies, shower receptions or rehearsal dinners 	<ul style="list-style-type: none"> • Auctions (property or real estate) • Bingo games (for charity/fundraising only) • Car, RV or boat shows (static displays only) • Celebrations (holiday) • Charity events (auction, benefit, dance or dinner) • Concerts-other than rap, hip hop, heavy metal/screamo or electronic/techno music – call for approval • Conventions • Festivals or Fairs (harvest, craft, ethnic, job or art) • Flea markets or swap meets • Graduation ceremonies • Lectures or workshops • Pageants • Picnics (no in or on water activity) • Reunions (class, family) • Rummage sales • School band or drill team competitions • School carnivals (no inflatables/rides) • Shows (animals-arena setting only, antique, art, baby, business, consumer, craft or fashion) • Speaking engagements • Walking tours (garden, holiday, parade of homes, historical sites)-single location

EXCLUSIONS

The following represent only some of the exclusions contained in this policy and state variations may apply.

- Abuse, molestation, or exploitation
- All operations listed as ineligible
- Amusement devices (e.g.: rides, slides, inflatables, bungees, climbing walls, dunk tanks-does not apply to structures that are not designed to bounce on, slide on, ride on or tunnel through)
- Animals (injury or death to any animal or injury, death or property damage caused by your animal)
- Communicable disease
- Cyber incident, data compromise, and violation of statutes related to personal data
- E-commerce consulting
- Employment-related practices
- Events held at multiple locations
- Fireworks
- Operations of concessionaires, exhibitors and/or vendors at your event
- Petting zoo
- Room and board liability/overnight camping
- Saddle animals

COVERAGES AND LIMITS

Coverage provided under this program includes:

Commercial General Liability	Class 1 Private Invitation Event	Class 2 Open to the Public Event
Each Occurrence	\$ 1,000,000	\$ 1,000,000
General Aggregate (other than Products-completed Operations)	\$ 5,000,000	\$ 5,000,000
Products-completed Operations Aggregate	\$ 1,000,000	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000	\$ 1,000,000
Damage to Premises Rented to You (Fire Legal Liability)	\$ 1,000,000	\$ 1,000,000
Medical Expense	\$ 5,000	\$ 5,000
* Cost based on the daily attendance each day times the number of event days		
Note: The cost includes a \$15.00 Risk Purchasing Membership Fee		
Total attendance is 200 or less	\$ 155.00	\$ 185.00
Total attendance is 201-750	\$ 185.00	\$ 215.00
Total attendance is 751-1500	\$ 255.00	\$ 330.00
Total attendance is 1501-3000	\$ 445.00	\$ 565.00

*** NOTE:** Pursuant to Hawaii Administrative Rules §3-70-10, an additional 10% assessment shall be added to the rates listed above.

Commercial General Liability with Enhancement Endorsement – coverage which protects the insured against liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations and personal and advertising injury.

This brochure is for illustrative purposes only and is not a contract of insurance. You must refer to the actual policy for complete information regarding coverage terms, conditions and exclusions as they may change from one coverage term to the next. You may request a copy of the full policy by submitting a written request to K&K.



Tenant User Liability Insurance Program (TULIP) for Short Term Special Events at Aloha Stadium

Valid from effective dates from 04/08/22 through 04/08/23

TO AVOID PROCESSING DELAYS, PLEASE: 1. Complete all sections (print legibly)
2. Sign and date where required

GENERAL INFORMATION

Name of organization/individual hosting event: _____

DBA: _____

Applicant is a: Sole Proprietorship Limited Liability Co. Corporation Partnership
 Other (describe): _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Contact name: _____ Phone: (____) _____

Cell: (____) _____ Fax: (____) _____

Website: _____

E-mail: _____

(By listing an email address, you are giving us permission to contact you by email about your policy. Refer to page 5 of the application for Electronic Disclosure and Consent)

EVENT INFORMATION

1. Name of event: _____

2. Type of event:
 Auction – Describe: _____ Ball/Dance – Describe: _____ Concert – Describe: _____
 Festival – Describe: _____ Fundraiser – Describe: _____ Sale – Describe: _____
 Show – Describe: _____ Other – Describe: _____

3. List activities at event: _____

4. Date(s) of coverage (including set-up and tear-down) ____ / ____ / ____ to ____ / ____ / ____

5. Event date(s) ____ / ____ / ____ to ____ / ____ / ____

6. Hours of event (including set-up and tear-down): ____ A.M./P.M. to ____ A.M./P.M.

7. Attendance: Average daily attendance _____ X Number of event days _____ = Total attendance _____

8. Event location Venue name: Aloha Stadium Authority

Venue address: 99-500 Salt Lake Blvd., Aiea, HI 96701

9. Is your event location:
 Indoors Outdoors

10. Is there a musical or entertainment performance at the event? Yes No

If yes, please indicate the type of performer(s): _____

If a musical performer/DJ, please provide the type of music performed/provided:

Does the performer require that they be added as an additional insured? Yes No

K&K Insurance Group, Inc. • P.O. Box 2338 • Fort Wayne, IN 46801-2338 • 1-800-648-6406 • Fax 1-260-459-5940
Website www.kandkinsurance.com • Email KK_MassMerchandising@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)

EVENT INFORMATION CONTINUED

11. Are overnight accommodations or camping facilities part of the event? Yes No
 * If yes, is each attendee responsible for booking and paying for their own accommodations? Yes No N/A
12. Will this event feature any of the following activities? Yes No
- Rides, amusement devices, inflatable recreational devices
 - Petting zoos or animals
 - Fireworks or pyrotechnics
 - Does the event have concessionaires, exhibitors or any vendors

The exposures/activities listed above are not covered by this program and any resulting claims will be denied. If you wish to cover any of these activities, please contact us to determine if other coverage options are available. If any of these activities are provided by a third party you should require evidence of liability coverage (certificate of insurance) from the entity/organization naming you as an additional insured.

13. Alcoholic beverages: (check one)
- Will not be allowed or available at the event.
- Will be sold at the event. (e.g.: individual drinks are offered for sale for cash or with pre-purchased tickets)
 If sold, who holds the liquor license or permit?
 Insured Caterer or vendor Facility Sponsor
- Will be furnished without a charge at the event. (e.g.: wine & beer are served for free or event has a \$100 admission fee and wine is served with dinner for free)
 If furnished, is the insured required to obtain a liquor license? Yes No
- Will be both sold and furnished at the event. (e.g.: providing wine & beer for free, but also having a cash bar)
 If sold and furnished, who holds the liquor license or permit?
 Insured Caterer or vendor Facility Sponsor

PROGRAM COST CALCULATION

Total attendance at event (average daily attendance x the # of event days): _____

Please select option based upon total attendance at the event.

Total Event Attendance	* Class 1 Private Invitation Events	Class 2 Open to Public Events
200 or less	<input type="radio"/> \$ 155.00	<input type="radio"/> \$ 185.00
201 – 750	<input type="radio"/> \$ 185.00	<input type="radio"/> \$ 215.00
751 – 1500	<input type="radio"/> \$ 255.00	<input type="radio"/> \$ 330.00
1501 – 3000	<input type="radio"/> \$ 445.00	<input type="radio"/> \$ 565.00

*** NOTE: Pursuant to Hawaii Administrative Rules §3-70-10, an additional 10% assessment shall be added to the rates listed above.**

COSTS ARE 100% FULLY EARNED AND NON-REFUNDABLE/NON-TRANSFERRABLE ONCE COVERAGE BEGINS. COVERAGE IS CONTINGENT UPON RECEIPT OF PAYMENT AND A FULLY COMPLETED ENROLLMENT FORM.

NO COVERAGE WILL BE DEEMED IN EFFECT UNTIL THE ACCURATE PAYMENT IS RECEIVED BY THE COMPANY OR THEIR REPRESENTATIVE.

CANCELLATIONS/CHANGES MAY ONLY BE MADE BY THE NAMED INSURED.

NOTE: THE COST INCLUDES A \$15 RISK PURCHASING GROUP FEE.

COVERAGE EXCLUSIONS

The following notable exclusions are contained in the commercial general liability coverage provided by this program (note: state variations may apply). Abuse, molestation, or exploitation; Asbestos; Commercial general liability standard exclusions (CG001 4/13 edition); Cap on losses from certified acts of terrorism; Communicable disease; Cyber incident, data compromise, and violation of statutes related to personal data; E-commerce consulting; Employment related practices; Events held outside the U.S.; Events held at multiple locations; Events with over 3,000 in attendance; Fireworks; Fungi or bacteria; Lead; Nuclear energy; Operations of concessionaires, exhibitors and/or vendors at your event; Petting zoos; Room and board liability/overnight camping; Sexually transmitted disease; Silica or silica-related dust; Specified recreational activities – Aircraft/hot air balloon; Airport; Amusement devices: The ownership, operation, maintenance or use of any device or equipment a person rides for enjoyment, including, but not limited to: mechanical or non-mechanical ride, slide, or water slide (including any ski or tow when used in conjunction with a water slide); inflatable recreational device, or vertical device or equipment used for climbing, whether permanently affixed or temporarily erected. This exclusion does not apply to video or computer games or structures that are not designed to bounce on, slide on, ride on or tunnel through; Animals; Bungee; Dunk tank; Haunted attraction; Performer; Rodeo; Saddle animal; Snowmobile; Total pollution with a building heating, cooling & dehumidifying equipment exception and hostile fire exception; Unmanned aircraft; Those operations listed as ineligible: Activist rallies/marches/protests; Air shows/events; Animal obedience training; Any events/activities involving motorized vehicles except static vehicle shows/auctions or car washes (for charity fundraising only); Any events involving organized athletic events/competitions; Any events and/or concerts – involving rap, hip-hop, heavy metal/screamo or techno/electronic; Any events held on an airport premises; Any events honoring national and/or local celebrities or professional athletes; Any events involving in or on water activities; Balloon festivals; Battle reenactments; Bonfires; Cannabis related events; Christmas tree sales/lots; Cinematography or photography events for commercial use; Circuses; Color party, foam party or raves; Dance competitions; Food eating contests; Fraternity or sorority events (unless reported and approved by us); Geocaching events; Gun and/or knife shows; Haunted attractions/events; Health fairs/expositions; Hunting, fishing and hiking events; Mazes (corn, hay or fence); Parades (or any event involving a parade); Political events (except private fundraising auctions, benefits, dances, dinners); Pumpkin chuckin events; Rodeos; Seances; Shooting events/activities (skeet/trap/clay/guns); Tailgating events (unless reported to and approved by us); Tractor pulls; Union meetings; Walks/running events

Electronic Signature Disclosure and Consent PLEASE READ, COMPLETE #9 BELOW, AND SIGN ON PAGE 6

Electronic Signature Disclosure and Consent

The Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.) provides that a signature, contract or other record may not be denied legal effect, validity or enforceability solely because it is in electronic form or because an electronic signature was used in a transaction. K&K Insurance Group (K&K), whether on its own behalf, and/or on behalf of an insurer and/or third parties, may utilize the internet, email, cloud services, digital storage, digital media or similar electronic means to transmit Policy Documents to its clients. This Agreement informs you of your rights when we are delivering and you are receiving such documents from us electronically.

By agreeing to proceed with this transaction, you acknowledge and consent to the following:

1. I hereby voluntarily consent to proceeding with this transaction, and all subsequent actions related to this transaction, electronically.
2. I understand that further documents relating to this insurance purchased through K&K, including but not limited to correspondence, communications, confirmations, requests for premium payments and policy documents, may, to the extent permitted by law, be transmitted by electronic means to me, including by e-mail sent to the e-mail address I have provided as part of this transaction and/or my on-line registration. I consent to such documents being provided to me electronically.
3. Notwithstanding paragraph 2, any notice of cancellation shall be sent to me by mailing to the address I have provided as part of my registration and/or application for insurance, or to such other address for which I have provided notice pursuant to the terms of the policy.
4. Any change or revision to the e-mail address or other electronic contact information which I have provided as part of this transaction and/or my on-line registration process shall be requested by me by faxing, emailing or by mailing a written notice to: K&K Insurance; 1712 Magnavox Way; Fort Wayne, IN 46804.
5. I understand that I have the right to obtain a paper copy of any electronic record provided to me pursuant to this transaction or any subsequent transaction involving my coverage by mailing a written request to the address provided in paragraph 4.
6. In order to access the electronic records provided, the following hardware and software are required: (a) a personal computer or other device through which Internet access is available, (b) an Internet connection, (c) an e-mail account with an Internet service provider, and (d) Adobe Acrobat Reader.
7. I understand that I have the right and option to withdraw my consent to the receipt of further electronic documents at any time, by faxing, emailing or mailing a written request to the address provided in paragraph 4. By withdrawing my consent to electronic delivery of documents I understand that I will receive a paper copy of future policy documentation.
8. Information relating to this transaction is subject to the terms of our privacy statement, a copy of which is provided at www.kandkinsurance.com.
9. DOCUMENT DELIVERY. After this enrollment form is approved, you will receive a certificate of insurance showing evidence that coverage has been bound. When submitted through an insurance agent or broker, this coverage document will only be delivered to them. Additional certificate requests will be issued to the same person. Providing an email address in this application will be deemed consent to us to deliver documents and communication to you electronically.

If you **DO NOT** want to be emailed please check here and select your preferred method of document delivery.

- Fax to: _____ N/A attn: _____ N/A
- Mail to: _____ N/A attn: _____ N/A

COMPENSATION AND REPRESENTATION STATEMENT

Compensation and Other Disclosure Information: K&K Insurance Group, Inc. ("K&K") is an insurance producer licensed in your state. 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 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 addition, K&K may charge a fee for administrative services. Your signature on your application, quote form, check, credit card and/or other authorization for payment of your premium, will be deemed to signify your consent to and acceptance of the terms and conditions including the compensation, as disclosed above, that is to be received by K&K. 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 compensation expected to be received based in whole or in part of any alternative quotes presented to the purchaser by the producer, by emailing a written request to warranty@kandkinsurance.com.

In addition, premiums paid by clients to K&K for remittance to insurers, client refunds and claim payments paid to K&K by insurance companies for remittance to clients are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or Client. Subject to such laws and the applicable insurance company's consent, where required, K&K will retain the interest or investment income earned while such funds are on deposit in such accounts.

In placing, renewing, consulting on or servicing your insurance coverages K&K and its affiliates may participate in contingent commission arrangements with insurance companies that provide for additional contingent compensation, if, for example, certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by K&K with the insurance company or the overall performance of the policies placed with that insurance company, not on an individual policy basis. As a result, K&K may be considered to have an incentive to place your insurance coverages with a particular insurance company. Where K&K participates in contingent commission arrangements with insurance companies, K&K may be entitled to additional commission in the range of 0 to 5% depending upon whether and when specified thresholds are achieved.

Our liability to you, in total, for the duration of our business relationship for any and all damages, costs, and expenses (including but not limited to attorneys' fees), whether based on contract, tort (including negligence), or otherwise, in connection with or related to our services (including a failure to provide a service) that we provide in total shall be limited to the lesser of \$2,500,000 or the singular annual limit of the policy of insurance procured by us on your behalf from which your damages arise.

This liability limitation applies to you, our client, and extends to our client's parent(s), affiliates, subsidiaries, and their respective directors, officers, employees and agents (each a "Client Group Member" of the "Client Group") wherever located that seek to assert claims against K&K, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each a "K&K Group Member" of the "K&K Group"). Nothing in this liability limitation section implies that any K&K Group Member owes or accepts any duty or responsibility to any Client Group Member.

If you or any of your Group Members asserts any claims or makes any demands against us or any K&K Group Member for a total amount in excess of this liability limitation, then you agree to indemnify K&K for any and all liabilities, costs, damages and expenses, including attorneys' fees, incurred by K&K or any K&K Group Member that exceeds this liability limitation.

Aon Corporation, our ultimate parent company, and its affiliates have from time to time sponsored and invested in insurance and reinsurance companies. While we generally undertake such activities with a view to creating an orderly flow of capacity for our clients, we also seek an appropriate return on our investment. These investments, for which Aon is generally at-risk for potential price loss, typically are small and range from fixed-income to common stock transactions. In such case, the gains or losses we make through your investments could potentially be linked, in part, to the results of treaties or policies transacted with you. Please visit the Aon website at http://www.aon.com/market_relationships for a current listing of insurance and reinsurance carriers in which Aon Corporate and its affiliates hold any ownership interest.

Representation Statement

The undersigned authorized officer of the applicant declares that the statements set forth herein are true to the best of his or her knowledge. The undersigned authorized officer agrees that if the information supplied on the application changes between the date of the application and the effective date of the insurance, he/she (undersigned) will immediately notify the insurer of such changes, and the insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance. Signing of this application does not bind the applicant to the insurer to complete the insurance.

I am aware that accurate reporting is required for premium calculation and that my books and records, as they relate to this coverage, may be examined or audited by the company at any time during the coverage period and up to three years thereafter. I acknowledge that intentional misrepresentation or misreporting may jeopardize coverage and that the company reserves the right to decline/void any ineligible coverage.

I further acknowledge that, I have reviewed all information provided with this enrollment form and understand the exclusions which apply, as well as the activities and operations for which coverage is not provided.

Applicant name (from page 3): _____

Applicant or agent signature: _____ **Date:** _____

Printed name: _____ **Title:** _____

If an agent: Check here to acknowledge you are signing on behalf of the named insured

IMPORTANT INFORMATION. PLEASE READ.

Fair Credit Report Act Notice

Personal information about you, including information from a credit or other investigative report, may be collected from persons other than you in connection with this application for insurance and subsequent amendments and renewals. Such information as well as other personal and privileged information collected by us or our agents may in certain circumstances be disclosed to third parties without your authorization. Credit scoring information may be used to help determine either your eligibility for insurance or the premium you will be charged. We may use a third party in connection with the development of your score. You have the right to review your personal information in our files and can request correction of any inaccuracies. A more detailed description of your rights and our practices regarding such information is available upon request. Contact your agent or broker for instructions on how to submit a request to us

Fraud Warning

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 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.

Applicable in all other states: 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.