



U.S. Rotary Club & District General Liability Insurance Program ("Program") 2009-2010 Program Summary

The 2009-2010 Program Summary is an overview of the insurance provided under the Program. Nothing in this document shall be construed to extend, alter, vary, or waive any of the provisions of the policy.

The U.S. Rotary Club and District General Liability Insurance Program ("Program") provides general liability insurance coverage to active U.S. Rotary clubs and districts (including its Rotarians and volunteers in their role as such for the club or district) for their liability arising out of bodily injury to a third party or damage to a third party's property, subject to policy terms and conditions.

Note: The Program does not provide coverage for bodily injury or property damage sustained by a first party insured, such as a Rotarian or volunteer. All Rotarians and volunteers are expected to have their own personal health and property insurance.

All Rotary clubs and districts in the U.S. and its territories and possessions ("U.S.") participate in the Program. The cost of each claim adds to the amount paid by U.S. Rotarians through the payment of the annual assessments collected through the July Semi-Annual Report (SAR). Because insurance assessment rates are based on the frequency and severity of claims, it is important to make safety a priority when conducting all activities and events.

If you have coverage questions, please contact:

Lockton

Phone: (800) 921-3172

Fax: (312) 681-6769

Email: rotary@lockton.com

INSURANCE WEBPAGE. For loss control guidelines and other information about the Program, please visit the insurance webpage at:

www.rotary.org/en/Members/GeneralInformation/Insurance

OBTAINING COVERAGE. Coverage for the Program is automatic for active U.S. Rotary clubs and districts. No application is necessary!

LIMITS

\$ 2,000,000	Per occurrence
\$ 500,000	Damages to premises rented to You (per premise)
\$ 5,000,000	Excess liability insurance
\$ 250,000	Self-insured retention (All claim costs paid at this retention level are paid for by assessments collected from U.S. Rotarians through the July SAR.)

COVERAGE TERRITORY

The general liability insurance provides coverage for claims that occur in the U.S., its territories and possessions, and Canada. Limited coverage is available for claims that occur worldwide, provided that the claim is brought or a lawsuit is filed in the U.S., its territories and possessions, or Canada.

The coverage territory for non-owned/hired automobile liability is limited to only the U.S., its territories and possessions, and Canada. **There is no coverage for travel in Mexico or other countries.**

INSURED ORGANIZATIONS

The following active Rotary organizations in the U.S., its territories and possessions are named insureds under the Program:

- Rotary clubs (including chartered Rotary clubs);
- Rotary districts;
- Rotary club foundations;
- Rotary district foundations;
- Interact clubs;
- Rotaract clubs;
- Rotary Community Corps;
- Certified youth exchange organizations;
- President-elect training seminar organizations (including multi-district organizations).

Insureds include members, employees, and volunteers of these organizations ***while acting within the scope of their roles for the above organizations.***

ORGANIZATIONS NOT INSURED

Below are some of the organizations that are not insured under the Program:

- Provisional Rotary organizations;
- Fellowship organizations;
- Non-certified youth exchange organizations;
- Rotary Action Groups;
- Inner Wheel organizations;
- Gift of Life organizations;
- Youthact, Earlyact or similar organizations;
- Youth exchange organizations not certified by Rotary International;
- Separate legal entities created by insureds (other than foundations).

However, clubs and districts are covered for their vicarious liability for general liability claims arising from these organizations. Vicarious liability occurs when your club/district is liable for the negligent actions of another organization, although your club/district was not directly responsible for the injury or damage.

DEFINITIONS

- An **insured** (a.k.a. named insured or first party insured) is an entity, or any of its members specifically designated as an insured in an insurance policy. An insured is also one who, although unnamed, falls within the policy definition of an “insured.” For more details on who is an insured, please see “Insured Organizations” section.
- An **additional insured** is an entity not automatically included as an insured under an insurance policy, but for whom limited insured status is arranged. Additional Insured status does not extend full general liability insurance coverage to the other entity, but rather provides limited coverage for that entity in the event a claim arose from your club/district’s acts or omissions. An additional insured is not covered for its own acts or omissions. To protect itself from such claims, the additional insured entity would have to secure its own general liability policy. ***Additional Insured status will ONLY be provided if required in a written and signed contract, agreement, or permit.***

COVERAGE SUMMARY

The Program provides general liability insurance coverage for active U.S. Rotary clubs and districts (including its Rotarians and volunteers in their role as such for the club or district) for their liability arising out of bodily injury to a third party or damage to a third party’s property, subject to policy terms and conditions.

The program also provides coverage for the following:

- **Liquor Liability.** Liability for damages to a third party arising from the selling, serving or furnishing of alcoholic beverages.
- **Non-Owned/Hired Automobile Liability.** Liability coverage for the use of hired, leased, borrowed, or non-owned automobiles, but only excess coverage is provided over the owner’s automobile liability insurance. Coverage is provided only to the insured organization and not to the owner or operator of any automobile. If the Rotary club/district owns an automobile, it must be separately insured.

There is no comprehensive/collision coverage for **damage** to any automobile.

Note: The coverage territory for non-owned/hired automobile liability coverage is limited to only the U.S., its territories and possessions, and Canada. **There is no coverage for travel in Mexico or other countries.**

EXCLUSIONS. Some of the exclusions under the Program include:

- **Aircraft or Automobile Liability.** Bodily injury or property damage arising from the ownership, maintenance, use or entrustment to others of any owned aircraft or automobile. Use includes loading and unloading.
- **Athletics Activities.** Medical expense payments for bodily injury to a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests, unless there is legal liability resulting from the negligence of your club/district.
- **Contractual Liability.** Damages assumed under a contract that is not covered under a general liability policy.
- **Criminal Acts.** Personal and advertising injury arising out of a criminal act committed by or at the direction of the insured.
- **Daycares.** Bodily injury or property damage arising from the ongoing operations or management of a daycare.
- **Employment Related Practices.** Liability arising out of employment related perils, such as injury to employees.
- **Expected or Intended Injury.**
- **Fireworks (Pyrotechnics).** Bodily injury or property damage arising from the transportation, delivery, storage, set-up, detonation, takedown, or clean up of fireworks by an insured or additional insured. However, this exclusion does not apply to an insured's vicarious liability arising from the transportation, delivery, storage, set-up, detonation, takedown, or clean up of fireworks by a third party.
- **Fungi, Bacteria, Pollution, or Asbestos.**
- **Infringement of Copyright, Patent, Trademark or Trade Secret.** Personal or advertising injury arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.
- **Mobile Equipment.** Bodily injury or property damage arising out of (1) transportation of mobile equipment by an auto owned or operated by or rented or loaned to any insured or (2) the use of mobile equipment in, or while in practice for, or while being prepared for, any prearranged racing, speeding, demolition, or stunting activity (go-carts, demolition derbies, coaster races, snowmobile races, monster truck events, lawnmower races, etc).
- **Money or Currency Losses.** This includes theft.
- **Professional Services.** Rendering of professional services of any kind (such as those provided by doctors, dentists, auditors, accountants, architects, or engineers).
- **Property.** Damage to property of any kind (whether leased, borrowed, or owned) while in the insured's care, custody or control.
- **Watercraft.** Liability for the ownership of watercraft and use of non-owned watercraft 51 feet or greater in size.
- **Workers Compensation and Similar Laws.** Any obligation of the insured under workers' compensation, disability benefits, or unemployment compensation laws.
- **Youth Exchange Programs** that are not certified by Rotary International.

INSURANCE COVERAGES NOT PROVIDED

- **Aircraft/Non-Owned Aircraft Liability**
- **Automobile Liability**
- **Crime Insurance** (a.k.a. Fidelity Bond, Employee Dishonesty Bond)
- **Directors & Officers Liability**
- **Employer's Liability**
- **Employment Practices Liability**
- **Media Liability**
- **Personal Health and Travel Accident**
- **Professional Liability**
- **Property Insurance**
- **Watercraft Liability**
- **Workers' Compensation**

TYPES OF COVERED ACTIVITIES (subject to policy terms and conditions)

- Alcohol sale or service at local fairs and festivals, such as participation in or the sponsorship of wine tasting festivals.
- Directing traffic at an event.
- Valet Parking. Parking automobiles on or next to property your club or district owns or rents **only**. (Parking cars elsewhere is not covered.). However, there is no coverage for damage to the automobile in your care, custody or control.
- Food preparation, service, and/or sponsorship at local fairs and festivals, pancake breakfasts, barbecues, etc.
- Athletics or sports events such as 5k run/walks, RYLA activities, bike rides, soccer, or football games, etc. However, payments for medical expenses arising from the bodily injury to a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests are not covered unless there is legal liability resulting from the negligence of your club/district. Please ensure that the participants of these events sign waivers releasing the Rotary club/district from liability arising out of any injuries.
- Interact clubs' projects and events that are supervised and controlled by the sponsoring Rotary club(s).
- Golf tournaments.
- Fishing tournaments.
- Rubber duck races and dragon boat races.
- Poker runs. Sponsorship or organization of a poker run event.
- Auctions, including silent auctions.

- Fireworks display sponsorships. Sponsorship denotes that a third party will transport, deliver, store, set-up, detonate, takedown, clean up, and survey the area for debris or unexploded pyrotechnics.
- Air show sponsorship. **No coverage is available** for the liability arising from the operation, maintenance, or use of any aircraft. Coverage only applies to activities such as operating a concession stand at the show.
- Trailers (for food or beverage distribution) **while standing alone** (disconnected from an automobile). When trailer is attached to or pulled by an automobile, that automobile's insurance should provide coverage.
- Minor construction activities such as repairing a playground or helping with a home renovation.
- Adopt-a-road activities.
- Arts and craft fairs.
- Club meetings.

This is not an exhaustive list of covered activities. If you are unsure of whether your project or activity is covered, please contact **Lockton**.

Note: We strongly recommend that your club/district enter into written contracts with any entity that will be performing services on your club/district's behalf. The contract should contain provisions that transfer the liability risk to the entity that controls the risk. Such provisions include indemnification and requiring the other party to name your Rotary club/district as an Additional Insured on their general liability insurance policy. You should always request a certificate of insurance and a policy endorsement to confirm this coverage. Local legal counsel can assist you with the appropriate contract language.

Events with Attendance over 10,000. If the attendance at any event organized and managed by a Rotary club/district is expected to exceed 10,000 attendees, please contact RI Risk Management at insurance@rotary.org to determine if coverage is available.

LOSS CONTROL GUIDELINES are available on the insurance webpage at:

www.rotary.org/en/Members/GeneralInformation/Insurance

OBTAINING A CERTIFICATE OF INSURANCE. Rotarians are able to create a certificate of insurance from their computer. To obtain a certificate of insurance, please visit the insurance webpage at:

www.rotary.org/en/Members/GeneralInformation/Insurance

OBTAINING A COPY OF THE POLICY. Copies of the policy are available to insured clubs and districts, upon written request. Policies are for the sole use of clubs and districts and are not to be distributed without the written consent of RI Risk Management.

CLAIM REPORTING. When there is an incident arising from a club/district event or activity, it must be reported immediately to allow for the incident to be properly investigated. Claim forms can be found on the insurance webpage. Claim reports should be submitted to RI Risk Management by e-mail to insurance@rotary.org or by fax to (847) 556-2147.

NOTE: DO NOT admit liability or suggest compensation will be offered. Do not try to handle the claim without the assistance of the insurance company. You could jeopardize coverage for your club/district if you assume any obligation or offer, agree to any settlement, or pay any legal or medical costs.

2009-10 INSURANCE ASSESSMENT RATE. Assessments are allocated annually to all insured U.S. Rotary clubs through the 1 July Semi-Annual Report. The 2009-10 rates per member are:

Country/State	2009-10 Rates
CA/CO/FL/NJ/NY/RI/TN	\$4.50
AL/HI/MA/OR/PA/TX/WA	\$3.03
U.S. - All other states	\$2.35
U.S. Territories & Possessions	\$1.08

The cost of the Program is directly related to the cost of claims. Because assessment rates are based on the frequency and severity of claims experienced in each state, it is important to make safety a priority when conducting all activities and events.

Suggestions regarding safety practices are provided in the Loss Control Guidelines found on the insurance webpage.

RI RISK MANAGEMENT

Rotary International

Attn: Risk Management

1560 Sherman Avenue

Evanston, Illinois 60201-3698

Fax: (847) 556-2147

Email: insurance@rotary.org

Insurance Webpage: www.rotary.org/en/Members/GeneralInformation/Insurance

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