

# U.S. Rotary Club & District Liability Insurance Program

## General Liability Insurance Summary

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The U.S. Rotary Club and District Liability Insurance Program ("Program") provides general liability insurance coverage to active U.S. Rotary clubs and districts 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. Below is an overview of the general liability insurance provided by the Program. ***Nothing in this document shall be construed to extend, alter, vary, or waive any of the provisions of the policy.***

**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 active Rotary clubs and districts in the U.S. and its territories and possessions participate in the Program. The first \$500,000 of each claim is paid from the assessments collected from U.S. Rotarians through the July Semi-Annual Report (SAR). When claims expenses rise, so do the insurance assessments. Because 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 to prevent or minimize potential claims.

**INSURANCE QUESTIONS:** If you have questions, please contact:

**Lockton**

**Phone:** (800) 921-3172

**Fax:** (312) 681-6769

**Email:** [rotary@lockton.com](mailto:rotary@lockton.com)

**INSURANCE INFORMATION PORTAL:** For information about the Program, including loss control guidelines, insurance policies, and certificates of insurance, please visit: [www.locktonportal.com/sites/rotary/resources](http://www.locktonportal.com/sites/rotary/resources). Please contact Lockton or RI Risk Management for user name and password to access the Portal.

**OBTAINING COVERAGE:** Program coverage is automatic for active U.S. Rotary clubs and districts.

**LIMITS:**

\$ 2,000,000	Per occurrence for general liability
\$ 4,000,000	Per club aggregate for general liability
\$10,000,000	All clubs aggregate for general liability
\$ 1,000,000	Non-owned and rented auto liability
\$ 500,000	Per premises for damage to rented premises
\$ 500,000	Retention ( <i>All claim costs paid at this retention level are paid for by assessments collected from U.S. Rotarians through the July SAR.</i> )
\$ 5,000,000	Per occurrence for excess liability

**COVERAGE TERRITORY:**

The general liability insurance policy 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.

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

- Rotary clubs (including newly chartered Rotary clubs)
- Rotary districts
- Rotary club foundations\*
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- Interact and Rotaract clubs
- Rotary Community Corps
- Certified youth exchange organizations (certified by Rotary International)
- Rotary Youth Leadership Awards (RYLA)
- President-elect training seminar organizations (including multi-district organizations)

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

\*In order for a **Rotary club foundation** or **Rotary district foundation** to be covered as a Named Insured Entity, it must meet all of the following criteria:

- Be 100% controlled by a U.S. Rotary club or district
- All of its principals, officers, and board members must be Rotary club members, other than honorary members
- Be income tax exempt under section 501(c)(3) of the Internal Revenue Code
- Operate with the sole purpose of raising funds and giving monetary grants to other charitable organizations and/or individuals
- Does not operate programs, charitable or otherwise.

**ENTITIES NOT INSURED:** Below are some of the organizations that are not insured under the Program:

- Provisional Rotary clubs
- Fellowship organizations
- Rotary Action Groups
- Inner Wheel organizations
- Gift of Life organizations
- Youthact, Earlyact or similar organizations
- Youth exchange organizations not certified by Rotary International
- Other entities created by Insureds (other than the organizations listed under Named Insured)

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 legally liable for the negligent actions of another organization, although your club/district was not directly responsible for the injury or damage.

**DEFINITIONS:**

- **Additional Insured.** An entity for which limited insured status is provided under the Program. Additional Insured status provides limited coverage for that entity in the event a claim arises from your club/district's operations or activities. An additional insured is not covered for its own negligence. **Additional Insured status will ONLY be provided if required in a written and signed contract, agreement, or permit.**
- **Aircraft.** Any vehicle which is able to fly by being supported by the air. This includes, but is not limited to, hot air balloons, gliders, airplanes, and helicopters.
- **Insured (a.k.a. named insured or first party insured).** 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 "Named Insured Entities" section.

- **Volunteer.** A person working at the direction of a Rotary club/district in a Rotary club/district organized activity.

**COVERAGE SUMMARY:**

The Program provides general liability insurance coverage for 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 selling, serving or furnishing alcoholic beverages.
- **Non-Owned/Rented 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 or any other available insurance. 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 listed in the general liability insurance policy 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. This exclusion also applies even if the claims against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured.
- **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 are not covered under the general liability insurance policy.
- **Criminal Acts.**
- **Daycares.** Bodily injury or property damage arising from the ongoing operations of a daycare.
- **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.