

**July 1, 2015**

## **THE CANADIAN INSURANCE PROGRAM FOR ROTARY INTERNATIONAL DISTRICT 5550**

**The program is administered by Rotarians Irwin Kumka and Chris Iwankow , who are insurance brokers working for the firm of Arthur J. Gallagher (Canada) Group, located in Winnipeg, Manitoba (see contact info below)**

### **Comprehensive General Liability (“CGL”)**

A Comprehensive General Liability policy is intended to provide insurance to pay claims where an entity or individual is found to be liable or responsible for an accident whereby a third party has sustained bodily injury or property damage. Under the District Program, all Rotary clubs in the district, the Directors and Officers of same and all Rotary members and volunteers would be covered under the contract. This means that if a third party is injured or their property is damaged by the negligent acts of a Rotarian or a Rotary volunteer such as a spouse, and if the courts confirm that the Rotarian was responsible for the accident and an award is made, then the policy would pay the claim up to the policy limits of the contract. The cost of a legal defense is included and is in addition to the policy limits. The policy is intended to cover all Rotary events in your district, including club meetings, fund raising activities and other special events.

The limit of insurance under the CGL is **\$5,000,000** per occurrence with a **\$10,000,000** aggregate limit

Concerning the issue of Liquor Liability, the policy will cover claims arising out of an accident caused or related to the serving of alcohol at all Rotary events and fund raisers. Each club holding a special event (other than a regular club meeting) is required to review the **Event Planning Guide For Rotary Insurance** located on ClubRunner and complete the questionnaires as required (**Forms A B & C**). Any Rotarians who are actually serving liquor at an event must have completed a “Smart Serve” type training program as provided by your provincial government liquor control department.

Concerning the issue of abuse, as of July 1<sup>st</sup>, 2008, the Rotary Insurance Program was broadened to include coverage for abuse. The abuse insurance has a sub limit of **\$1,000,000** . In the past the abuse cover was subject to a 10% deductible, but this deductible has now been reduced to zero. The abuse cover will not protect the perpetrator of the abuse as abuse is a criminal act. The policy will protect the District and its clubs if they are named in a lawsuit. It is still vitally important for clubs to follow the District protocol on harassment.

Concerning the issue of Youth Exchange Host Families, again it is vitally important that all adult members of prospective host families be cleared through a Criminal Records Check and the Provincial Child Abuse Registry.

Concerning Rotary Club projects or programs involving children (other than Youth Exchange) if a club is operating projects for children, then the club must advise the District's broker, Arthur J Gallagher (Canada) Group. The club must provide details of the program activities. We will need to know what ratio of supervisors/teachers to children is being maintained. We cannot cover any program where a Rotarian, a volunteer or an employee is involved on a one on one interaction with children. In other words, if a Rotarian is going to be alone with a child, then the Rotary insurance will not cover such an activity. Always have at least two people in the same room with a child.

The Rotary Insurance Program will not cover the use of "Bouncy Castles" or other similar apparatus in which children are allowed to jump around in. If a club is renting a unit from a company or organization, the club should ask that their Rotary Club be added as an additional insured on the insurance policy of the company that owns the "bouncy castle".

### **Tenants Legal Liability ("TLL")**

Tenants Legal Liability provides insurance to pay for damage that a club may accidentally cause to the premises they are occupying. The policy covers regular club meeting rooms and any other space which the club may rent or occupy.

The limit of Tenants Legal Liability is **\$1,000,000**.

### **Association Liability (a.k.a. Directors & Officers Liability)**

The purpose of Association Liability is to pay for claims made against the District, its member clubs, Directors, Officers, Rotary members and volunteers acting on the direction of a club, whereby it is determined that a third party claimant has sustained a financial loss, as the result of a claim arising from a wrongful act.

The limit for this coverage is **\$2,000,000**.

## **Miscellaneous Property Floater**

The purpose of this section is to provide “All Risks” insurance including damage by fire, vandalism, water damage and theft for club paraphernalia, office contents, projection, and sound equipment, including special equipment used in various fund raising activities. Coverage is on a Replacement Cost for damage to equipment that is 5 years of age or less. For older equipment, the claim would be based on the actual cash value of the damaged item. In other words, the claim settlement would deduct depreciation from the loss to older equipment.

The basic limit of coverage being provided for each club is **\$10,000** subject to a \$1,000 deductible. Higher limits can be arranged.

Please refer to our **Form B Special Events Questionnaire** for additional information on insuring rented or borrowed equipment and inventory used at a special event. Each club is allowed to obtain up to a \$50,000 bump clause to cover equipment, food and liquor for special events. The rider will cover the event for a maximum of 3 consecutive days and there is no cost for this bump clause. If a club requires more than one bump clause per year, there will be a small extra premium charged for the additional insurance.

In order to arrange for a bump clause, a club must complete **Form B** and submit it to Arthur J Gallagher (Canada) Group.

## **Broad Form Money and Securities**

Should cash or securities be lost through theft or mysterious disappearance, the program provides **\$30,000** of cover subject to a \$1,000 deductible. Higher limits are available

## **Employee & Member Dishonesty**

Losses caused by the dishonest act of a Rotary member or an employee of a Rotary club are covered up to a maximum of **\$30,000** under the basic program. Clubs may purchase higher limits of insurance if required.

## **Claims Reporting**

In the unfortunate event of a claim, first take whatever steps are appropriate to limit or reduce the amount of further damage. For example, a broken window should be replaced as soon as possible or boarded up to prevent someone from becoming injured from the broken glass.

In the event of a break-in or other crimes, it is necessary for the incident to be reported to the local police. Please make note of an “incident report number” for future reference. Your insurance company will need this number.

As quickly as possible, please report the claim to the District’s Broker, Arthur J. Gallagher (Canada) Group. Contact information is provided below.

Concerning claims where Rotary could be held responsible for damage to other people’s property (Property Damage Losses) or injury to other persons (Bodily Injury Losses) it is very important that we not admit or accept responsibility for any damage or injury. If pushed on this issue, simply advise the claimant that the incident will be immediately reported to our insurer and the insurer will handle things from hereon in.

If an incident occurs where you suspect that a future claim may result, please contact our brokers, Rotarians Irwin Kumka or Chris Iwankow to discuss the incident. This will allow our insurer to decide if further investigation is warranted now.

**This outline is provided for information purposes only, the exact policy wordings contained in the policy contract will apply in the event of a loss.**

**If you have any questions or concerns please contact Rotarians:**

**Chris Iwankow at (204) 631-0795 or Irwin Kumka (204) 631-0732**  
**[chris\\_iwankow@ajg.com](mailto:chris_iwankow@ajg.com) or [Irwin\\_kumka@ajg.com](mailto:Irwin_kumka@ajg.com)**  
**Fax (204)697-3858**