

# INSURANCE SUMMARY

## PREPARED FOR:



## PRESENTED BY:



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**January 1, 2012 to January 1, 2013**

This summary is designed to give you an overview of the insurance coverage placed on behalf of American Sailing Association. It is meant only as a general understanding and should not be construed as a legal interpretation of the insurance policies. Please refer to the specific insurance contracts for details on coverages, conditions and exclusions.

## NAMED INSURED



**American Sailing Association (“ASA”) certified instructors while instructing individuals enrolled in an American Sailing Association approved program.**

## COMMERCIAL GENERAL LIABILITY COVERAGE

**COMPANY:** Axis Insurance Company

**EFFECTIVE:** 1/01/2012 – 1/01/2013

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**GENERAL LIABILITY:** This coverage protects Certified Instructors of the American Sailing Association from claims arising from alleged bodily injury, personal injury or property damage liability. It includes protection for services you render or products you sell. Coverage payments can include judgments, attorney fees, court costs, or other related expenses.

**COVERAGE WRITTEN ON:**  Occurrence Form       Claims-Made Form

**PREMISES/OPERATIONS:** This insurance applies only to “bodily injury”, “property damage,” “personal injury”, “advertising injury” and medical expenses including products and completed operations, arising out of operations of the certified instructors of the American Sailing Association.

**PRODUCTS/COMPLETED OPERATIONS:** This coverage is used to insure against claims arising out of bodily injury and property damage that results from products you have sold, manufactured, handled, distributed or disposed of; or for work you have performed, provided the accident occurs away from premises you own or rent.

**CONTRACTUAL LIABILITY:** This coverage is used to insure against bodily injury and property damage claims arising out of the liability of others that you assume in an "insured contract" as defined in the policy.

**HOST LIQUOR LIABILITY:** This coverage is used to insure against claims arising from the serving of liquor at meetings or functions as long as you do not sell, manufacture or distribute alcoholic beverages as a business.

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<u>LIMITS</u>	<u>COVERAGE DESCRIPTION</u>
\$1,000,000	Each Occurrence - Bodily Injury and Property Damage
\$3,000,000	General Aggregate
\$2,000,000	Products and Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$300,000	Damage to Rented Premises Liability (any one fire)
Excluded	Medical Expense (any one person)

## COMMERCIAL GENERAL LIABILITY COVERAGE (CONT'D):

### COVERAGE TERRITORY:

- a) The United States of America (including its territories and possessions), Puerto Rico and Canada
- b) International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a) above; or
- c) All other parts of the world if the injury or damage arises out of:
  - (1) Good or products made or sold by you in the territory described in a) above;
  - (2) The activities of a person whose home is in the territory described in Paragraph a) above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

All suits must be brought in the United States.

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### INCLUDES BUT NOT LIMITED TO:

- Coverage applies to American Sailing Association ("ASA") certified instructors while instructing individuals enrolled in an ASA approved program.
- Includes coverage for power boat instruction
- Non-Owned Watercraft Liability (58 feet or less)
- Certificate Holders are Additional Insured
- Volunteer Workers are Additional Insured
- any sailing craft while used for sailing instruction by an ASA certified instructor during an approved ASA program

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**EXCLUSIONS IN ADDITION TO COVERAGE FORM:** Damage to Hulls is excluded under this policy. Designated Products, medical payments for instructors/ participants/ volunteers, employment related practices, total pollution, sexual abuse & molestation, Fireworks/Pyrotechnics, Punitive Damages, Lead Liability, Asbestos, Mold, Nuclear Energy Liability, War Liability.

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### NEW STIPULATIONS:

- **Liability Waiver Use** – There must be a "**student** liability waiver system" in place. **WAIVER & RELEASE SYSTEM MUST BE UTILIZED**
- **Personal Floatation Device (PFD)** - **Students must wear approved personal floatation device.** The waiver form should have a separate signature for the student to sign acknowledging their acceptance of this requirement.
- **Coverage on an Excess Basis** –The 2012 ASA General Liability policy will be **excess of any other collectible insurance**; however, if there is no other coverage in force, the ASA policy will be primary.