

## **PART 1**

### **Personal Injury and Property Liability Protection:**

Limits of Protection: \$1,000,000 combined single limit of liability for bodily injury and property damage each occurrence (subject to \$100 property damage deductible per claim) while participating in scheduled and sponsored dancing activities. \$100,000 limit on damage to premises rented to you. There is a limit or "aggregate" of \$1,000,000 for all product liability claims combined. This includes products liability for food or beverages served at a dance (e.g., when a person claims that, after eating food, he or she became ill and needed medical attention which resulted in medical expense).

### **Who is covered as an insured:**

The club and its members are covered while participating in club or organization sponsored and supervised dancing activities, including clogging, contra, round, folk, line and heritage dancing.

### **What is covered?**

Bodily injury and property damage for which the insured is held legally liable, excluding property in the care, custody or control of the insured. The policy provides legal defense, in the event that a suit is brought by a guest for injuries alleged to have been caused by negligence of the club or the affiliate and for damage allegedly caused by the club or the affiliate. Defense is provided if someone should claim that he or she was libeled or slandered or suffered defamation of character by an officer while performing his or her duties as such.

### **Public Exhibitions:**

Exhibitions in the United States, its territories or possessions, are covered by the liability policy whenever such exhibition is sponsored by a club or member affiliate, provided that all participants at such are members of the insurance program. Whenever possible, thirty days advance notice of any special event such as exhibitions, change of location of dances, meetings or other events should be given to the affiliate insurance chairman. This is for his or her records, a necessary item if a claim were to be made later.

Whenever possible, 45 days advance notice should be given to the affiliate insurance chairman of any event which requires a certificate of insurance, especially when an additional insured endorsement is required. The request must include the full name and address of the facility, date or dates it will be used\*, the name or names which are to be included as additional insured(s), as well as separate address and phone number if not the same as the facility's. The affiliate insurance chairman will, when everything is in proper order, relay this information to the USDA Insurance Coordinator.

**PLEASE NOTE: LESS THAN 14 DAYS ADVANCE NOTICE MAY MEAN THAT THE CERTIFICATE CANNOT BE PREPARED IN TIME FOR THE EVENT.**

The program does not cover the caller or his or her equipment. If a member or guest sustains an injury which is caused by the caller or his equipment, the caller's insurance will be required to respond to the claim. However, it should be noted that it is the practice of attorneys to name all parties as defendants in a suit (whether directly or indirectly involved). For example: callers, club officers, members and the association of which the club is a member.

In the event any person is injured at any club or affiliate event, or damage is done to the facility or its contents by a member or guest, the club or affiliate president or a responsible person shall file with the affiliate insurance chairman a complete report of the accident, specifying the cause (if known), the person or persons hurt and a description of any property which was damaged, including the names and address of witnesses, all within twenty days of the date of occurrence.

## PART II

### Accident Medical Insurance

This insurance is for members accidentally injured while participating in or attending a dance event sponsored by a recognized club, affiliate, or association anywhere in the world. This includes people in beginner classes.

The benefits provided are: \$10,000 accidental death, \$10,000 accidental dismemberment and \$10,000 accident medical expense. The accident medical expense is excess, over and above the individual's personal medical coverage.

A claim form must be filed with the National Insurance Coordinator within 20 days from the date of accident. The claim, form should be completely filled in; all questions answered. If a member has other insurance which covers medical expenses resulting from injuries, the USDA insurance will consider all covered costs not paid by the member's primary carrier, up to the limit of the policy. Please be advised that the claim will be processed more efficiently if the letter of denial or explanation of benefits from the primary carrier is included with the claims material. The accidental death and dismemberment provisions are not affected by any other insurance.

An honorary member or caller/cuer member of a club is covered by this policy when participating as a dancer. A caller/cuer, whether a member of the club or not, is not covered by this insurance when performing his/her duties as the caller/cuer at his or her club, other clubs, or elsewhere.

No one is covered by this insurance while attending and/or dancing at any dance sponsored by a private individual or private group. The low cost for this insurance has been obtained by assuring the insurance underwriters that the square dance code of ethics will be observed at all dances and dance related events.

To extend coverage to privately held dances or those not conforming to the code of ethics could result in a reduction or cancellation of benefits, or a material increase in the cost.

Picnics, camp outs, snow trips and other non-dancing activities are not covered by this insurance. Special, single event insurance should be arranged for such.

It must be understood that, by participating in this program, we are assuring the underwriters that 100% of the club membership, as of the date of the application, is enrolled. They reserve the right to audit your records at any time.

All letters, forms, guides and records are for use of the insurance chairperson during his or her term of office. At the conclusion of each term, these must be passed on to the new chairperson.

**This is a summary of coverage. If there is any conflict between the provisions of this brochure and those of the Policy, the provisions of the Policy will govern.**