



2011-2012 JVA INSURANCE OVERVIEW

The Junior Volleyball Association (JVA) offers a medical and liability insurance program for the participants of JVA volleyball. It is designed to respond specifically to the inherent hazards of the sport. Offered as part of the tournament schedule, it is an inexpensive alternative to purchasing individual insurance.

EFFECTIVE DATES: September 15, 2011 – September 14, 2012

CARRIERS: Tudor Insurance Company - General Liability
Hartford Life and Accident Insurance Company – Sport Accident

GENERAL LIABILITY COVERAGE SUMMARY

The General Liability plan includes spectator and participant liability. Sexual Abuse and Molestation (SAM Coverage) is included within the policy limits. A \$1,000,000 limit of liability for bodily injury and property damage loss is provided with additional limits available on an excess basis. Coverage is provided for officials, volunteers, coaches, trainers, sponsors and registered participants. The policy covers liability from pre-event setup, the event itself and post-event activities at sanctioned events. The policy will respond to claims from spectators, participants and the public in general. The JVA Volleyball registration requirement is a condition of the liability policy and a common practice among sports federations.

NAMED INSURED: Junior Volleyball Association, JVA Participating Clubs, JVA Players, JVA Member Clubs, and all individual registrants (including but not limited to athletes, coaches, trainers, officials, club/team administrators, event organizers), JVA Board Members, Staff, and AVCA. The above named insureds are covered with respect to activities applied for and approved under the insurance umbrella.

Definition: “Applied and Approved” Event: An event JVA and JVA Event Tournament Committee has approved and whose sponsoring club has applied for JVA insurance and been approved for a JVA Volleyball event. Events shall include, but may not be limited to, team competition, practices, sports clinics, team group authorized travel or fundraisers conducted or attended as a part of a sanctioned event.

ADDITIONAL INSUREDS: Certificates will be issued naming other interests as additional insured in respect to approved activities by the named insured.

GENERAL LIABILITY LIMITS OF INSURANCE: Each Occurrence	\$1,000,000
Participant Legal Liability	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
General Aggregate	\$3,000,000 Per Event
Employee Benefits Liability	\$1,000,000



Products-Completed Operation – Aggregate Limit	\$1,000,000
Damage to Premises Rented To You (Any One Premises)	\$100,000 Any One Premises
Medical Expense Limit	\$5,000 Any One Person
Sexual Molestation	Included within policy limits (1M per occurrence/ 3M aggregate)

NOTABLE EXCLUSIONS WITHIN THE POLICY:

Nuclear Exclusions, Asbestos, Pollution, Employment Related Practices, Bodily Injury to Employees and Player v. Player claims

THIS IS ONLY A SUMMARY OF THE GENERAL TERMS AND CONDITIONS OF THE INSURANCE CONTRACT BETWEEN NATIONAL AND USA VOLLEYBALL. IT IS NOT THE INTENT OF THIS SUMMARY TO LIST ALL THE DETAILS RELATING TO THE INSURANCE CONTRACT. ACTUAL COVERAGES ARE DETAILED IN THE INSURANCE POLICY AND SUCH COVERAGE IS SUBJECT TO ALL THE TERMS, PROVISIONS, CONDITIONS AND EXCLUSIONS CONTAINED THEREIN. RELIANCE SHOULD NOT BE MADE ON THIS GENERAL SUMMARY. CONSULT THE ACTUAL POLICY FOR A COMPLETE DESCRIPTION OF COVERAGE.

A REVIEW OF GENERAL LIABILITY COVERAGE

Commercial General Liability insurance provides coverage for claims of bodily injury or property damage made against the insured for which they become legally liable. The insurance company will pay on behalf of JVA and other named insureds, claims which the insureds shall become “legally” obligated to pay as damages because of bodily injury or property damage to which the insurance applies, caused by an occurrence during the policy period, up to the policy limit.

The General Liability policy for JVA is an “occurrence” policy. A claim under this policy shall be considered as being first made at the earliest of the following times:

- (a) When JVA first notifies the Insurance Company in writing that a claim has been made; or
- (b) When JVA first notifies the Company in writing that a suit has been brought; or
- (c) When JVA first notifies the Company in writing of specific circumstances, which may result in a claim being made or suit being brought.

All claims for damages because of bodily injury to the same person, including damages claimed by any person or organization for care, loss of service, or death resulting at any time from the bodily injury, will be deemed to have been made at the time the first of those claims is made.

All claims for damages because of property damage causing loss to the same person or organization as a result of an occurrence will be deemed to have been made at the time of the first of those claims is made.



The JVA General Liability insurance policy does not apply to the following:

- (a) Ownership, maintenance, operation, use, loading or unloading of any automobile or aircraft owned or operated by or rented or loaned to any Insured or operated by any person in the course of employment by any insured.
- (b) Actual, alleged or threatened discharge, dispersal, release or escape of pollutants.
- (c) Loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution.
- (d) To any obligation for which JVA may be held liable under any workers' compensation, unemployment compensation or disability benefits law.
- (e) To bodily injury to any employee of JVA arising out of and in the course of their employment or to any obligation of JVA to indemnify another because of damages arising out of such injury.
- (f) To loss arising out of asbestos
- (g) To loss arising out of employment related practices
- (h) Claims or actions brought by one player against another player
- (i) Intentional Acts: Bodily injury or property damage expected or intended from the standpoint of the insured.
- (j) Bodily injury or property damage for which any insured may be held liable by reason of:
 - (1) Causing or contributing to the intoxication of a person
 - (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol or any statute, ordinance or regulation relating to the sale, distribution or use of alcohol beverages.

The above exclusions are only a recap of the pertinent exclusions. This policy contains additional exclusions not specifically listed here. Please refer to master policy for complete list.

The General Liability policy has been broadened to include the following coverage:

- (a) Contractual Liability – Covers oral and written contracts or agreements relating to the conduct of JVA Volleyball's business.
- (b) Personal Injury and Advertising Injury Liability – Covers JVA's legal obligations for injury to others arising from:
 - (1) False arrest, detention, imprisonment or malicious prosecution
 - (2) Libel, slander, defamation or violation of right of privacy and/or
 - (3) Wrongful entry or eviction or invasion of right of private occupancy



- (c) Incidental Malpractice Liability – Covers JVA, Employees and Volunteers for legal liability arising out of rendering or failure to render certain professional health care services. It should be noted that this extension does not apply to physicians, medical doctors or nurses who provide health care services within the scope of their employment or volunteering by or on behalf of the JVA.
- (d) Host Liquor Liability – Covers against loss arising out of the giving or serving of alcoholic beverages at functions incidental to JVA’s normal operations.
- (e) Premises Damage Legal Liability - \$100,000 for property damage to premises insured that JVA rents from others, or premises temporarily occupied by the named insured. This coverage is excess insurance only over any part of any other insurance that provides coverage for property damage to said premises.
- (f) Non-owned Watercraft (up to 26 feet) – Covers loss arising out of the use of non-owned watercraft by JVA.
- (g) Limited worldwide liability coverage for bodily injury, property damage, personal injury and advertising injury liability as long as suit is brought within the United States, its territories or Canada.
- (h) Additional Persons Insured – Broadens the Named Insured to include any employees or volunteers of JVA while acting within the scope of their duties.
- (i) Extended Bodily Injury coverage provides coverage for loss resulting from intentional acts resulting in bodily injury if the use of reasonable force is used to protect persons or property.

SPORT ACCIDENT EXCESS MEDICAL INSURANCE COVERAGE

The Sport Accident Excess Medical insurance program provides participant coverage for loss resulting directly from members competing in an approved event. Coverage does not include loss from pre-existing conditions or competing in non-approved events. The coverage extends from the start, through the completion of the event, including direct designated group travel to and from the event.

The Medical policy provides up to \$25,000 of excess accidental medical coverage for expenses incurred within one year of the date of the accident. Written proof of loss by the Insured is required within 90 days or as soon as is reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity. The policy provides coverage against loss in **excess** of coverage provided under other valid and collectible medical insurance and is subject to a \$250 per claim deductible. If no other collectible medical insurance is available, the loss is subject to a \$250 deductible.

If injury to the member athlete requires treatment by a legally qualified physician or confinement in a legally constituted hospital, or employment of a trained nurse, x-ray, or ambulance services, and if the first expense of such treatment is incurred within 90 days of the date of the accident, the insurance company will pay the usual and customary expense incurred up to \$25,000, subject to the appropriate deductible and any other collectible insurance.



DEFINITION OF PARTICIPANT: Registered athletes, coaches, trainers, volunteers, committee members, officials who are functioning on behalf of and/or while participating in any event approved by JVA.

DEFINITION OF PARTICIPATING: Participating includes pre-event and post event activities which are officially approved or sanctioned events. Pre-event activities can include but are not limited to clinics, event dinners and pre-event practicing. Post event activities can include but are not limited to award banquets, award ceremonies and clinics that occur within one day after the event.

ACKNOWLEDGEMENT WAIVER AND RELEASE FROM LIABILITY

As with most sports activities, a signed "Acknowledgement Waiver and Release from Liability" (AWRL) form is required from all participants and from parents or guardians in the case of minors. Most sports require this document to serve as an acknowledgement to participants or to the parents of participating minors of the inherent risk and danger associated with participating in sporting events. This waiver is intended to serve as a warning of the risks and the participants signing this waiver are giving their informed consent to the acceptance of those risks. It is important to remember that a signed waiver DOES NOT reduce the need for insurance or effective safety practices. A signed waiver is JVA's "first line of defense" against a cause of action for negligence and is a very effective risk management tool. Safety is our primary obligation.