

General Counsel  
Lions Clubs International  
300 22nd Street  
Oak Brook, Illinois 60523-8842  
Phone (630) 571-5466  
Fax (630) 571-8890  
[www.lionsclubs.org](http://www.lionsclubs.org)

U. S. AND CANADA EDITION 9-2001

COUNTRIES OUTSIDE  
U. S. AND CANADA EDITION 9-2001

**GENERAL**

The International Association of Lions Clubs has a program of Commercial General Liability Insurance which covers Lions on a worldwide basis. The policy is issued by Royal Insurance. *All Clubs and Districts are automatically insured.* No action on your part is necessary.

The purpose of this booklet is to describe the plan in a manner which will enable Lions to understand its application to their activities. The Provisions of the policy apply to most normal liability exposures of Lions Clubs and Districts, including their functions and activities. Claims arising out of liability for the operation, use, or maintenance of aircraft, automobiles owned by Lions organizations and certain water-craft are not covered (See "Exclusions").

These pages are explanatory only and cannot cover all possible situations. Nothing in this booklet can be construed to extend, alter, vary or waive any of the provisions of the policy. If unusual situations arise which require further explanation, inquiry should be directed to: T. J. ADAMS GROUP, LLC  
2021 SPRING ROAD  
OAK BROOK, ILLINOIS 60523-1852  
Phone (630) 572-1550  
Fax (630) 574-3278  
Address After December 15, 2001:  
333 E. BUTTERFIELD ROAD, Fifth floor  
LOMBARD, ILLINOIS 60148  
[www.tjadams.com](http://www.tjadams.com)

Bear in mind that this is a legal liability policy only, and does not provide "accident" insurance which will pay for injuries regardless of fault. Limited "Medical Payments" coverage is provided, but it does not apply to a person injured while taking part in athletics.

**INSURER**

Royal & Sunalliance

**NOTE:**

**The contents of this booklet can be viewed at [www.lionsclubs.org](http://www.lionsclubs.org)**

**NAMED INSURED**

The International Association of Lions Clubs, all Districts (Multiple, Sub - and Single) of said Association, all individual Lions Clubs organized or chartered by said Association, Leo Clubs, Lioness Clubs and any other Lions organization owned, controlled or operated by a Named Insured or by individual Lion members while acting on behalf of a Named Insured.

If an entity falls within this definition, it is a named insured under the policy. Note, however, that the Constitution and By Laws of the International Association of Lions Clubs provide that no individual or entity other than Lions Clubs and Districts may use the Lions name or emblem without a specific license granted by the International Board of Directors. (See question number 18.) We cannot issue a certificate of insurance showing such an entity as the insured unless approval has been granted.

**ADDITIONAL INSUREDS  
(GENERAL LIABILITY ONLY)**

Lion, Leo and Lioness Directors, Officers, Employees and Members are included as additional insureds for liability incurred while acting in such capacities. Individual volunteer workers are included as additional insureds for liability incurred while working in Lions projects. Persons or organizations, public or private, granting use of premises for Lions activities are included as additional insureds for their liability arising out of the use of such premises by Lions, except when liability is due to sole negligence of the person or organization granting such use. Premises are defined as real property including structures thereon.

Also included as additional insureds are states or political subdivisions who issue permits to a Named Insured for liability arising out of the Named Insured's activities under said permit.

**LIMITS OF INSURANCE**

General Aggregate Limit \$2,000,000.  
Products-Completed Operations  
Aggregate \$2,000,000.  
Personal & Advertising Injury Limit  
\$1,000,000.  
Each Occurrence Limit \$1,000,000.  
Damage To Premises Rented To You \$1,000,000.  
Premises Medical Expense Limit  
(Any one person) \$ 1,000.  
The Limit of Liability applicable to each  
occur-rence is \$1,000,000. for Bodily Injury  
and Property Damage combined. If the  
activities of your Club or Lions Organization  
are such that you desire a larger limit of  
liability, it is suggested that you arrange  
locally for an Umbrella or Excess Liability  
policy.

**COVERAGE**

**General Liability**

The policy pays sums that the insured,  
including Lions Clubs and Districts and  
individual members and volunteer workers,  
becomes legally obligated to pay as damages  
to third parties because of Bodily Injury or  
Property Damage caused by an occurrence  
arising out of or in the course of Lions  
functions and activities

The following liability coverages are  
provided:

Premises, Operations and Activities  
Products and Completed Operations  
Owners and Contractors Protective  
Contractual Liability  
Personal Injury & Advertising Injury  
Damage To Premises Rented To You  
Incidental Malpractice Medical Payments

**Automobile Liability**

Liability for the use of automobiles owned by  
a Named Insured is not covered. The liability  
of a Lions organization (Named Insured) for  
the use of hired or non-owned automobiles  
(including members' auto-mobiles) is covered,  
but only as excess over the owner's  
insurance. If a Lions organization owns an  
automobile, it must be separately insured.  
Coverage is not provided for the liability of  
the owner or operator of any automobile, or  
for physical damage to any  
automobile used in connection with Lions  
activities. The term "automobile" includes  
busses, trucks and trailers. Automobiles your  
club might rent or borrow are a particular

concern. The policy does not provide automobile physical damage insurance. If you rent an automobile, be sure to purchase insurance from the rental company to cover damage to the vehicle. The same limitations apply to other property you might rent, borrow or use. See questions 5 and 6 for further comments.

#### **Contractual Liability**

If your club enters into a written contract it is likely that it will contain a "Hold Harmless Agreement" which requires you to protect the other party from injury or damages arising out of your activities. Many agreements that used to be made on a handshake now require a written contract to define each party's rights and obligations. The policy does provide Contractual Liability insurance, but the contract might contain unfair or ambiguous wording which would not be covered. Legal advice is necessary when entering into contracts. See question 19 for further comments.

#### **EXCLUSIONS**

The policy is the 1998 ISO Commercial General Liability form on an occurrence basis and contains the exclusions usual to such insurance.

Liability arising out of the operation, maintenance or use of automobiles owned by a Named Insured is not covered.

Liability arising out of the operation, use or maintenance of aircraft is not covered.

Liability arising out of the operation, maintenance or use of watercraft owned by a Named Insured is not covered.

Pollution and Asbestos exclusions apply.

The Liquor Liability exclusion applies.

Liability arising out of the sale of alcoholic beverages is not covered. When Clubs or Districts sell alcoholic beverages or distribute alcoholic beverages at a fund raising activity or event, separate Liquor Liability insurance should be arranged locally if available in your state.

The Association's experience in liquor liability situations is such that it cannot recommend, and in fact discourages, clubs from participating in events involving the sale of alcoholic beverages.

The policy is excess over any other valid and collectible insurance.

#### **SPECIAL ACTIVITIES**

In general, the policy applies to most

operations and activities of Clubs and Districts with the exception of the operation, use or maintenance of aircraft, auto-mobiles owned by the Club or District and certain watercraft. However, we emphasize that proper Certificates of Insurance should be obtained from any party who conducts an activity sponsored by Lions. Concessionaires or any parties conducting functions for Lions should carry their own liability insurance and their policy should name the Lions Club as additional insured.

Persons or organizations granting use of premises used by Lions are included as additional insureds under your policy as respects their liability for your use of their premises. Where necessary, Certificates of Insurance can be issued in their favor upon request.

### **SAFETY OFFICER**

Each Lions Club or other organization should designate a Safety Officer with duties as follows:

1. Review this booklet and pages 4, 5, 6, and 7 in particular as they apply to activities being planned.
2. Review each Club activity from a safety standpoint and identify potential hazards.
3. Complete the self-inspection checklist for each activity and keep a copy on file.
4. Insure that there is adequate supervision of the event for the protection of Lion members, spectators, participants and the public.
5. Obtain Certificates of Insurance from circuses, carnivals, concessionaires, or other operators who conduct or participate in Lions events, and have them name your Lions Club as additional insured.
6. Gather all significant information on any incident which might result in a liability claim and report it promptly to the insurance company as instructed in this booklet.

### **PREMIUM PAYMENT**

The costs of this insurance program are paid by the International Association of Lions Clubs.

### **CLAIM COSTS**

The cost of the insurance program is directly related to the cost of claims. The cost of each claim adds to the amount paid by the International Association of Lions Clubs and Lion members through payment of their International dues. Since it is Lions' money that pays the claims, it is important that Lions Clubs and other insureds make safety a priority in the conduct of their activities.

Experience over the years has shown that certain activities are quite hazardous. Some of these are:

DUNK TANKS —THESE SHOULD NOT BE USED  
CARNIVALS, CIRCUSES AND RODEOS EVENTS WHERE  
ALCOHOL IS SERVED, AMUSEMENT RIDES,  
SNOWMOBILE, GO-KART, SKATEBOARD AND OTHER  
RACES AND CONTESTS, ROCK CONCERTS, FIREWORKS  
DISPLAYS & SALES PARKS, PLAYGROUNDS, SWIMMING  
POOLS CONSTRUCTION & DEMOLITION PROJECTS  
TRACTOR PULLS INCLUDING TRUCK OR PICKUP PULLS

Your Club should consider the risk involved in conducting these or similar types of activities. If they are held, the Safety Officer should develop and monitor a safety plan for the activity. If events are sponsored by Lions but conducted by others, be sure to obtain Certificates of Insurance indicating that the operator conducting the activity has adequate liability insurance naming the Lions Club as additional insured. If you undertake a joint project with another organization, the cosponsor is not protected by our policy and should have adequate insurance of its own.

#### **CLAIM REPORTING**

All claims, or occurrences which might lead to claims, should be reported promptly to Royal Insurance at (800) 847-6925. Contact this number with full details of the occurrence. A listing of claim offices in the United States and Canada is included herein. When a claim situation arises, DO NOT admit liability or suggest that compensation will be offered. If correspondence or other communication is received indicating that a claimant feels a Lions member, Club or District is responsible for damage or injury, an immediate report should be made.

Satisfactory claim settlements can best be made by those properly trained for this function. No Lion or Lions representative should enter into negotiations with a claimant unless requested to do so by the insurance company or the General Counsel, Lions Clubs International.

#### **TYPICAL QUESTIONS AND ANSWERS**

I. DOES THE POLICY APPLY TO:

1. Injury to a Lion or volunteer worker working on a Lions project?

Only if there is legal liability resulting from negligence of an insured. The Medical Expense Limit of \$1,000 would apply regardless of liability.

2. Food poisoning?

Yes.

3. Legal liability for damage to buildings and their contents rented or used by Lions?

The policy covers Lions for their liability for fire damage to buildings while rented or temporarily occupied by Lions with the permission of the owner. Coverage also

applies to Lions liability for damage to buildings and their contents from causes other than fire, while rented to Lions for seven or fewer consecutive days.

4. Liability for operation of automobiles (including busses, trucks and trailers) hired by, rented by or loaned to Lions organizations?

Yes. The owner's insurance is primary, but this policy provides excess and contingent liability coverage for the Named Insured. We cover the legal liability of the Club or District only. We do not cover the owner or operator of the vehicle or damage to the vehicle or its contents.

5. Damage to property owned or used by lions or in their care, custody or control?

No.

6. Lions liability for injury to a participant in a sporting event or other activity conducted by Lions?

Only if there is legal liability resulting from negligence of an insured. The Medical Payments coverage does not apply to a person injured while taking part in athletics.

7. Zone, District and other Lions conventions?

Yes.

8. Does a Leo, Lioness, Club Branch, New Century or Campus Club have the same protection under the plan as a Lions Club?

Yes.

## II. OTHER QUESTIONS

9. Our Club owns a building (or park or other facility) at which we conduct activities.

These are often open to the public and admission may be charged. We also rent the building to others for various activities.

Are these several phases of building operations covered for our legal liability?

Yes. However, others who rent or use the building or facility should carry their own liability insurance and include your club as an additional insured. Our policy does not protect the renter or user for their liability. If alcoholic beverages are served or sold, you

or the user should arrange liquor liability insurance to protect both parties if required under the laws of your jurisdiction.

10. Are any Worker's Compensation benefits provided?

No. If your club hires any employees you

should arrange separate Workers Compensation insurance. If your club engages a contractor, carnival operator or other service provider, you should obtain a certificate of insurance which includes Workers Compensation coverage from them.

11. Our Club operates a Glaucoma Clinic. Are we covered for malpractice on the part of a doctor we employ? Is a doctor who donates his services covered?

The definition of "Bodily Injury" in the policy has been amended to include injury arising out of the rendering of or failure to render professional services by a physician, dentist or nurse while employed by, or donating his services to the *Named Insured*. Your Club would be protected for its contingent liability for the doctor's acts. The doctor's own malpractice insurance would be primary. We provide "Incidental Malpractice" coverage for the Club only and do not cover the doctor for his direct professional liability. Trained professional technicians are treated the same as doctors when performing services within their profession.

12. Is all coverage excluded for events at which we sell or serve alcoholic beverages? No, the policy still covers the event, but the liquor exclusion applies to liability arising out of the sale or serving of alcoholic beverages.

13. Is "Medical Payments" coverage provided which will pay for medical expenses without regard to legal liability?

Yes, but only to a limit of \$1,000 per person. The coverage does not apply to injury to a person injured while taking part in athletics.

14. Our Club will conduct an aviation activity. How does the policy apply to this?

The policy would apply to activities, concessions, etc., at the event, but would not cover accidents arising from the operation, maintenance or use of any aircraft. The show operator or aircraft owners must carry adequate liability insurance. To be protected you *must* have your Club named as additional insured under the operator's or owner's insurance or arrange separate coverage protecting your Club for the event.

15. A Lion is driving his car on Lions

business and strikes a tree, damaging his car and injuring himself. Is there any coverage under this policy?

No. We do not provide physical damage insurance on cars used on Lions business and there would be no legal liability or medical payments coverage for the injury to the Lion member.

16. Our Club owns a refreshment trailer from which we sell food and beverages at fairs, carnivals, picnics or other functions. Do we need separate liability insurance?

No. The current policy provisions state that a vehicle maintained primarily for purposes other than transportation of persons or cargo is not an "automobile" as defined in the policy, and coverage would apply. However, our policy would be excess over the insurance

on the vehicle towing the trailer in jurisdictions where such insurance extends to the trailer.

17. Our Club sponsors a soccer league (or Little League or other similar activity) which is separately controlled by the league organization. Is the soccer league an insured under our policy?

No. The league should have its own Liability coverage and should name your Lions Club as an additional insured. Sponsored athletic organizations should also carry Sports Accident insurance to cover medical expenses for participants who might be injured in the activities. The Medical Payments coverage under our policy does not apply to participants in athletic events.

18. If our Lions Club allows the use of the emblem and /or the name "Lions" by another entity, are they insured under our policy?

The Constitution and By Laws of the International Association of Lions Clubs provide that no individual, or entity other than Lions Clubs and Districts may use the Lions name or emblem without a specific license granted by the International Board of Directors. Application for such license may be obtained through the Legal Division of the International Headquarters. If the entity has a current license granted by the International Association of Lions Clubs, the provisions of the policy would apply.

19. Our Club is leasing a hall for a fundraising event. The lease has a "Hold

Harmless Agreement'' and other insurance requirements.

If we sign the agreement, will the association's insurance policy provide the coverage required?

Specific legal advice concerning leases and other agreements should be provided by local legal counsel. Hold Harmless Agreements generally require assumption of responsibility for ''any and all'' liabilities. The association's policy has various limitations and exclusions and does not therefore, cover ''any and all'' liability.

Other contractual provisions may not be consistent with the policy coverages. For these reasons, a club should be sure it has the insurance coverage required before it enters into leases or other contractual agreements.

**REPORT ALL CLAIMS TO (800) 847-6925  
PRINCIPAL CLAIM OFFICES  
OF  
ROYAL & SUNALLIANCE**

**ALABAMA**

Refer to Tampa, FL

**ALASKA**

Refer to Denver, CO

**ARIZONA**

Refer to Denver, CO

**ARKANSAS**

Refer to Dallas, TX

**CALIFORNIA**

WALNUT CREEK 94596-3567

1600 Riviera Avenue

P. O. Box 8194, 94596-8194

(925) 296-3812 or (800) 523-6269

**COLORADO**

**DENVER**

7400 East Orchard Road

Suite 4000

Greenwood Village, CO

80111-2530

P. O. Box 6506

Greenwood Village, CO

80155-6506

(303) 930-6170 or (800) 523-6235

**CONNECTICUT**

**HARTFORD**

500 Winding Brook Drive

Glastonbury, CT06033-4336

P. O. Box 2912

Hartford, CT 06104-2912

(860) 652-7320 or (800) 842-4336

**DELAWARE**

Refer to Baltimore, MD

**DISTRICT OF COLUMBIA**

Refer to Baltimore, MD

**FLORIDA**

TAMPA 33607-4154

4010 Boy Scout Blvd.

Suite 900

P. O. Box 22228

Tampa, FL 33622-2228

(813) 874-6268 or (800) 282-2985

**GEORGIA**

Refer to Tampa, FL

**GUAM**

Suite 203 Hengi Plaza

278 S. Marine Dr.

Tamuning, Guam 96911

(671) 646-3681

**HAWAII**

Refer to Walnut Creek, CA

**IDAHO**

Refer to Denver, CO

**ILLINOIS**

NAPERVILLE 60563-1437

1240 East Diehl Road

Suite 500

P. O. Box 3144

Naperville, IL 60566-3144

(630) 577-9200 or (800) 621-2297

**INDIANA**

Refer to Naperville, IL

**IOWA**

Refer to Naperville, IL

**KANSAS**

Refer to Naperville, IL

**KENTUCKY**

Refer to Charlotte, NC

**LOUISIANA**

Refer to Dallas, TX

**MAINE**

Refer to Bedford NH

**MARYLAND**

300 E. Lombard Street

Suite 700

Baltimore, 21202

(410) 962-7122 or (800) 482-4446

**MASSACHUSETTS**  
BOSTON 02114  
25 New Chardon ST.  
P. O. Box 8808  
(617) 557-4279 or (800) 367-7036

**MICHIGAN**  
Refer to Naperville, IL

**MINNESOTA**  
Refer to Naperville, IL

**MISSISSIPPI**  
Refer to Tampa, FL

**MISSOURI**  
Refer to Naperville, IL

**MONTANA**  
Refer to Denver, CO

**NEBRASKA**  
Refer to Naperville, IL

**NEVADA**  
Refer to Denver, CO

**NEW HAMPSHIRE**  
Refer to Bedford, NJ

**NEW JERSEY**  
BEDFORD 03110-6902  
2 Commerce Drive  
New Jersey 03110-6902  
(603) 669-1120 or (800) 258- 5214

**NEW MEXICO**  
Refer to Denver, CO

**NEW YORK**  
ELMSFORD 10523  
555 Taxter Rd..  
(914) 789-7845 or (800) 523-6253  
JERICHO 11753-0873  
Two Jericho Plaza  
P. O. Box 4002  
(516) 937-3351 or (800) 523-6273  
SYRACUSE 13204-1438  
400 W. Division Street  
P. O. Box 4701, 13204-1438  
(315) 426-4000 or (800) 524-4505

**NORTH CAROLINA**  
CHARLOTTE 28211  
1901 Roxborough Rd., Suite 406  
P. O. Box 221858 Charlotte N. C.  
28222-1858  
(704) 362-4437 or (800) 362-8002

**NORTH DAKOTA**  
Refer to Naperville, IL

**OHIO**  
Refer to Pittsburgh, PA

**OKLAHOMA**  
Refer to Dallas, TX

**OREGON**  
Refer to Denver, CO

**PENNSYLVANIA**  
BETHLEHEM 18107-2295  
1510 Valley Center Pkwy.  
Suite 130  
P. O. Box 1038  
Bethlehem, PA 18016  
(610) 954-0201 or (800) 852-9282  
PITTSBURGH 15220-2749  
501 Holiday Drive  
Foster Plaza #4  
(412) 920-9249 or (800) 245-2232

**PUERTO RICO &  
VIRGIN ISLANDS**  
Royal & Sun Alliance Insurance  
(Puerto Rico), Inc.  
Metro Office Park,  
Calle 1, Lot #4 2do Piso,  
Guaynabo, PR 00968-1705  
Mailing: P. O. Box 71467  
San Juan, PR 00936  
(787) 273-7800

**RHODE ISLAND**  
Refer to Boston, MA

**SOUTH CAROLINA**  
Refer to Charlotte, NC

**SOUTH DAKOTA**  
Refer to Naperville, IL

**TENNESSEE**  
Refer to Charlotte, NC

**TEXAS**  
DALLAS 75001  
One Hanover Park  
16633 Dallas Pkwy., Suite 300

Addison, TX 75001  
P. O. Box 809016  
Dallas, TX 75380-9016  
(972) 713-5250 or (800) 523-6244  
**UTAH**  
Refer to Denver, CO  
**VERMONT**  
Refer to Bedford, NH  
**VIRGINIA**  
RICHMOND 23236  
720 Moorefield Park Drive  
Suite 300  
(804) 560-8376 or (800) 446-3826  
**WASHINGTON**  
Refer to Denver, CO  
**WEST VIRGINIA**  
Refer to Pittsburgh, PA  
**WISCONSIN**  
Refer to Naperville, IL  
**WYOMING**  
Refer to Denver, CO

## **CANADA**

**ALBERTA**  
CALGARYT2P5C5  
Royal Insurance Canada  
8th FL. Bankers Hall West  
888 3rd St. SW  
P. O. Box 2507  
Station M T2P,3Z3  
(403) 233-6000  
**NOVASCOTIA**  
DARTMOUTH B3B 1Y3  
Royal & SunAlliance, Canada  
Royal Insurance Building,  
Suite 301  
120 Eileen Stubs Ave.  
(902) 493-1500  
**QUEBEC**  
MONTREAL H3A 3C8  
Royal Insurance Canada  
Suite 1400  
1001 West Demaisonneuve Blvd.  
(514) 844-1116  
**ONTARIO**  
Royal Insurance Canada  
Mississauga L5K 2S9  
Sheridan Insurance Center  
2225 Erin Mills Parkway  
Suite 1000  
(905) 829-6554  
OTTAWAK1P 6M4  
Royal & SunAlliance, Canada  
Constitution Square  
360 Albert St. Suite 400  
P. O. Box 3429 Station D  
Ottawa K1P 6M4  
(613) 236-0501  
TORONTO M5E 1L5  
Royal & SunAlliance, Canada  
Head Office  
10 Wellington St., E.  
(416) 366-7155