

For questions about this program please contact **Tom Wojciechowski** at TWojciechowski@fdean.com
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**WINTER GUARD INTERNATIONAL
ACCIDENT MEDICAL AND GENERAL LIABILITY
INSURANCE PROGRAM**

General Liability Protection Program

Who Is Covered: This program provides protection for the Policyholder against claims of bodily injury liability, property damage liability, personal and advertising injury liability and the litigation costs to defend against such claims. Coverage is provided up to \$1,000,000 per occurrence and \$2,000,000 general aggregate. Coverage is offered through the United States Fire Insurance Co (Admitted) (A Excellent XIII AM Best)

Coverage Includes Suits Arising Out Of:

- Injury or death of participants
- Injury or death of spectators
- Injury or death of volunteers
- Host liquor liability (non-profit)
- General negligence claims
- All activities necessary or incidental to conduct of activities
- Ownership use or maintenance of fields or practice areas
- Cost of investigation and defense of claims, even if groundless

Program Limits

Occurrence Form Policy
\$2,000,000.00 General Aggregate Limit
\$2,000,000.00 Products - Completed Operations Aggregate Limit
\$1,000,000.00 Personal and Advertising Injury
\$1,000,000.00 Each Occurrence Limit
\$300,000.00 Fire Damage-Any One Fire
\$5,000.00 Medical Expense Limit
\$0.00 Property Damage Deductible Each Claim

Exclusions:

Aircraft, all acts of terrorism, asbestos liability, employment related practices, fungi and bacteria, hepatitis, HIV, HTVL, AIDS, transmissible spongiform encephalopathy, lead poisoning, nuclear energy liability, pyrotechnics activity, total pollution, violation of the CAN-SPAM act, war liability and liability for occurrences prior to the effective date of coverage. All of the above are subject to the terms and conditions of the policy.

Participant Accident Protection Program

Who Is Covered: All participants, volunteer workers and staff members of the Policyholder are covered while participating in sponsored and supervised Covered Activities and while traveling, directly and without interruption, to and from any Policyholder sponsored and supervised Covered Activity and their homes or places of residence.

Accidental Death, Dismemberment, Paralysis and Brain Death Benefit:

If a Covered Accident results in any of the Covered Losses specified below within one year of the date of the Covered Accident, United States Fire Insurance Co will pay the applicable amount.

Benefit amount is \$10,000.00. If a covered injury results in any of the losses specified below within 365 days after the date of the accident, the Company will pay the applicable amount:

- Full Principal Sum for loss of life
- Full Principal Sum for double dismemberment
- Full Principal Sum for loss of sight of both eyes
- 50% of the Principal Sum for loss of one hand, one foot, or sight of one eye
- 25% of the Principal Sum for loss of index finger and thumb of same hand

“Member” means hand, foot, or eye.

Loss of hand or foot means complete severance above the wrist or ankle joint.

Loss of eye means the total, permanent loss of sight.

We will not pay more than the Principal Sum for this Benefit for all losses due to the same accident.

Maximum Medical Expense Benefit:

If the Covered Person incurs eligible expenses as the direct result of a covered injury and independent of all other causes, the Company will pay the charges incurred for such expense within 365 days, beginning on the date of accident. Payment will be made for eligible expenses in excess of the applicable \$250.00 Deductible Amount, not to exceed the \$25,000 Maximum Medical Benefit.

The first such expense must be incurred within 90 days after the date of the accident.

“Eligible expense” means charges for the following necessary treatment and service, not to exceed the usual and customary charges in the area where provided.

- Medical and surgical care by a physician
- Radiology (X-rays)
- Prescription drugs and medicines
- Dental treatment of sound natural teeth
- Hospital care and service in semiprivate accommodations, or as an outpatient
- Ambulance service from the scene of the accident to the nearest hospital
- Orthopedic appliances necessary to promote healing

Excess coverage: This plan does not cover treatment or service for which benefits are payable or service is available under any other insurance or medical service plan available to the Covered Person.

Exclusions and Limitations

This Plan does not cover any loss to or resulting from:

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- Suicide, self-destruction, attempted self-destruction or intentional self-inflicted injury while sane or insane.
- War or any act of war, declared or undeclared.
- Sickness, disease or any bacterial infection, except one that results from an accidental cut or wound or pyogenic infections that result from accidental ingestion of contaminated substances.
- Voluntarily taking any drug or narcotic unless the drug or narcotic is prescribed by a Physician.
- Covered Expenses for which the Covered Person would not be responsible in the absence of this Policy.
- Injuries paid under Workers' Compensation, Employer's liability laws or similar occupational benefits or while engaging in activity for monetary gain from sources other than the Policyholder.
- Injury caused by, contributed to or resulting from the Covered Person's use of alcohol, illegal drugs or medicines that are not taken in the dosage or for the purpose as prescribed by the Covered Person's Physician.

Optional Coverages:

- **Equipment Coverage** - This Inland Marine insurance product provides coverage for your equipment and contents up to the specified limit.
- **Hired and Non-Owned Automobile Liability Coverage** - This liability coverage provides protection for rented, borrowed and other non-owned vehicles driven on policyholder's business.
- **Excess Liability Coverage** - This coverage provides additional liability limits increasing the liability coverage per each occurrence.
- **Increased Aggregates** - This option increases the aggregate limit of liability insurance from \$2,000,000 to larger amounts.
- **Sexual Abuse and Molestation** - Liability coverage is provided for claims arising out of alleged sexual abuse and/or molestation.

Summary of Coverage:

General Liability Protection Program

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\$300,000.00 Fire Damage-Any One Fire

\$5,000.00 Medical Expense Limit

\$0.00 Deductible Each Claim

Occurrence Form Policy – Admitted Basis

Participant Accident Protection Program

\$25,000.00 Maximum Medical Expense Benefit

\$10,000.00 Accidental Death, Dismemberment, Paralysis and Brain Death Benefit

\$250.00 Deductible Amount

52 Week Benefit Period

Excess Coverage

Coverage is afforded by United States Fire Insurance Co (Admitted) (A Excellent XIII A.M. Best)

Annual Policy Term

Coverage is available in all 50 states. Coverage providers may be different than above based on state you are located in.