

# Mountain and Plains Rotary Youth Exchange District 5470

## Personal Liability Description Of Coverage



**Underwritten By: ACE American Insurance Company (Referred to as “the Company”)**

**Eligibility:** All persons who participate in Mountain and Plains Rotary Youth Exchange, District 5470 program are eligible for coverage under the Plan.

**Period of Coverage:** The insurance is effective from the time the participant leaves his/her residence and terminates upon his/her return to their residence after completion of the exchange program. The insurance only covers the participant while he/she is participating in an exchange program at the direction and expenses of Mountain and Plains Rotary Youth Exchange District 5470. This does not include extension outside of the defined trip duration.

### SCHEDULE OF BENEFITS

**Personal Liability Insurance Coverage:**

Maximum Benefit per Claim:	\$100,000
Deductible per Claim:	None
Aggregate Limit per Insured:	\$200,000

**Medical Payments Coverage:**

Limit per Coverage Period:	\$5,000
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**Additional Living Expense Coverage:**

Limit per Coverage Period:	\$5,000
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**Payment of Deductible Under Homeowner’s Insurance Coverage:**

\$1,000
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**Personal Liability Insurance Coverage:** We will pay the benefit shown in the *Schedule of Benefits*, on behalf of the Insured all sums which the Insured shall become legally obligated to pay as Damages for personal liability claims first made against the Insured and reported to Us, during the Policy Term that the Personal Liability Insurance Coverage is in force, arising out of any Incident covered under this Rider, provided always that such Incident occurs: (a) on or after the Policy Effective Date on which this Rider becomes effective; or (b) on or after the effective date of the earliest claims-made policy covering the Insured. We will have the right and duty to defend any suit against the Insured seeking Damages to which this coverage applies even if any of the allegations of the suit are groundless, false or fraudulent. We may make such investigation and settlement of any Claim, or suit as it deems expedient. In no event, shall We be obligated to pay Damages or Claim Expenses or to defend, or continue to defend, any suit after the applicable limit of the Company’s liability has been exhausted by payment of Damages.

**Other Insurance:** If other valid and collectible insurance is available to the Insured for a covered loss, Our obligations are limited as follows: (a) **Primary Insurance:** This insurance is primary over the Participating Organization’s liability insurance. If this insurance is primary, Our obligations are not affected unless any insurance other than the Participating Organization’s insurance is also primary. Then we will share with all that other insurance by the Method of Sharing (b) **Method of Sharing:** If the other insurance permits the contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

**Medical Payments Coverage:** We will pay benefits up to the Limit per Coverage Period shown in the *Schedule of Benefits*, on behalf of the Insured for Medical Expenses that are incurred or medically ascertained within 52 weeks after the date of the Incident and which result from an Incident causing Bodily Injury to: (a) a person who is on the Insured Location with the permission of the Host Family; or (b) a person not on the Insured Location. Medical Expenses are defined as those expenses recommended and approved by a doctor for hospital room and board, use of an operating room, emergency room, ambulatory medical center, fees of physicians and nurses, laboratory tests, prescription medicines or drugs, anesthetics, transfusions, diagnostic testing, and therapeutics. We will pay the benefit pursuant to this provision only after the Insured has submitted to Us, due proof of the Medical Expenses incurred. This coverage does not apply to the Insured.

**Additional Living Expenses Coverage:** If an Incident results in the Insured Location becoming unfit to live in, We will pay for any necessary increase in living expenses incurred by the Host Family so that the household can maintain its normal standard of living. Payment will be for the shortest time required to repair or replace the damage to the Insured Location or, if the Host Family permanently relocates, the shortest time required for the Host Family to settle elsewhere. We will pay the Host Family benefits, up to the Limit per Coverage Period shown in the *Schedule of Benefits*, on behalf of the Insured per Policy Term for Additional Living Expenses. We will pay the benefit pursuant to this provision only after the Insured has submitted to Us due proof of the Additional Living Expenses incurred.

**Payment of Deductible Under Homeowner’s Insurance Coverage:** If an Incident results in a claim being paid under a valid and collectible homeowner’s insurance policy of the Host Family covering the Insured Location, We will pay the Host Family for the loss incurred, up to the amount of the deductible under the Host Family’s homeowner’s insurance policy, up to the amount shown in the *Schedule of Benefits*, per Insured per Policy Term. We will pay the benefit pursuant to this provision only after the Insured has submitted to Us due proof of the deductible amount which was incurred.

**Exclusions and Limitations:** No Benefit will be payable as the result of:

1. Bodily Injury or Property Damage arising out of the ownership, maintenance, operation, use, loading or unloading of any Automobile, watercraft, Mobile Equipment or aircraft owned or operated by or rented or loaned to any Insured;
2. Based on or arising out of liability assumed by the Insured under any contract or agreement, except liability arising out of the performance of written duties required by the Participating Organization as part of the Covered Trip/Program;
3. Arising out of discrimination on the basis of age, sex, race, religion, marital status, national origin or sexual preference by any Insured, including Personal Injury resulting there from;

4. Arising from the transmission of or infection by, or the testing or the failure to test for the presence of Acquired Immune Deficiency Syndrome (AIDS), any AIDS related virus or any other disease transmitted through sexual contact or another person's body fluids;
5. Dishonest, fraudulent, criminal or malicious act or omission or deliberate misrepresentation committed by, at the direction of, or with the knowledge of any Insured;
6. Arising from acts by any Insured expected or intended to cause Bodily Injury or Property Damage sustained (This exclusion does not apply to Bodily Injury resulting from the use of reasonable force to protect person or property.);
7. Arising from any obligation for which the Insured or any carrier as their insurer may be held liable under any worker's compensation, unemployment compensation or disability benefits law, or under any similar law;
8. Property Damage to property: a) owned or being transported by the Insured, or b) rented to, occupied by or in the care of the Insured;
9. Brought against any Insured alleging, in whole or part sexual assault, abuse, molestation or habitual neglect, or licentious, immoral, amoral other behavior that was threatened, committed, or alleged to have been committed, by any Insured or by any person for whom the Insured is legally responsible; however, notwithstanding the foregoing, the Insured shall be protected under the terms of this policy as to any claim and/or allegation which may be covered by the policy upon which suit may be brought against him, for any such alleged behavior by an Insured unless a judgment or a final adjudication adverse to the Insured shall establish that such behavior occurred as an essential element of the cause of action so adjudicated;
10. Injuries caused by or contributed to by the use of controlled substances not administered by doctor;
11. Bodily Injury or Property Damage arising from the use of alcohol, intoxicants or any drug unless prescribed by a doctor;
12. Bodily Injury or Property Damage due to war, whether or not declared, civil insurrection, rebellion or revolution or to any act or condition incidental to any of the foregoing;
13. Personal Injury to the Insured;
14. Brought against any suit arising out of the Insured's business pursuits, investments, or other for profit activities;
15. Injuries caused directly or indirectly by nuclear reaction, radiation, contamination whether radioactive or not, regardless of how it was caused; or
16. Injuries caused directly or indirectly by pollution or asbestos, regardless of how it was caused.

**Definitions:** **Automobile** means: a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any machinery or apparatus attached thereto. **Bodily Injury** means: bodily injury, sickness or disease sustained by any person, including death. **Claim(s)** means: a demand for money or the service of a suit naming an Insured and alleging an Incident. Claim(s) does not include proceedings seeking injunctive or other non-pecuniary relief. Punitive damages will not be covered. **Claim(s) Expenses** means: (a) Fees charged by an attorney or attorneys designated by Us and all other fees, costs, and expenses resulting from the investigation, adjustment, defense settlement and appeal of a Claim, suit or proceeding arising in connection therewith, if incurred by Us, or incurred by the Insured with Our written consent, but does not include salary charges or expenses of regular Our employees or officials, or fees and expenses of independent adjusters; (b) All costs against the Insured in such suits and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before We has paid or tendered or deposited, whether in court or otherwise, that part of the judgment which does not exceed the Our limit liability thereon; (c) Premiums on appeal bonds and premiums on bonds to release attachments in such suits, but not for bond amounts in excess of the applicable limit of liability of this policy. We will have no obligation to pay for or furnish any bond; (d) Up to \$250 for loss of earnings to each Insured for each day or part of a day of their attendance at Our request at a trial, hearing or arbitration proceeding involving a civil suit against such Insured for covered Damages, but the amount so payable for any one or series of trials, hearings or arbitration proceedings arising out of the same Incidents will in no event exceed \$5,000. **Damages** mean: compensatory judgments, settlement or awards, but does not include punitive or exemplary damages, fines or penalties, the return of fees or other consideration paid to the Insured, or that portion of any award or judgment caused by the trebling or multiplication of actual damages under federal or state law. **Host Family** means: the person(s) responsible for providing the Insured's room, board, general welfare, and care while on a Covered Trip/Program. **Incident** means: any act or omission committed by the Insured during the Policy Term which results in Bodily Injury, Property Damage or Personal Injury, provided the act or omission committed by the Insured was during the Policy Term.

**Insured Location** means: (1) the Host Family residence premises and the part of any other premises, structures and grounds used by the Insured; or (2) any part of a premises where an Insured is temporarily staying. **Mobile Equipment** means: a land vehicle (including any machine or apparatus attached thereto, whether or not self-propelled), (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to any Insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment, or (5) anything with a motor that rolls, flies or dives, such as snowmobiles, mopeds, motorbikes, dirt bikes or (6) anything that flies such as parasail's, parachutes and hang gliders. **Personal Injury** means: (a) false arrest, detention or imprisonment, wrongful entry or eviction, other invasion of private occupancy, or malicious prosecution; (b) the publication or utterance of a libel, slander or other defamatory or disparaging material; or (c) a publication or an utterance in violation of an individual's right of privacy. **Property Damage** means: (a) physical injury to or destruction of tangible property, including the loss of use thereof at any time resulting there from; or (b) loss of use, or loss of the value of tangible property which has not been physically injured or destroyed.

**Program Administrator:** CMI Insurance, Lutherville MD [www.cmi-insurance.com](http://www.cmi-insurance.com)

**Underwritten by:** ACE American Insurance Company, 436 Walnut Street, Philadelphia, PA 19106

**Policy Number:** GLM N01060570

This Description of Coverage is a brief description of the important features of the insurance plan. It is not a contract of insurance. The terms and conditions of coverage are set forth in GLM N01060570, issued to: Trustee of ACE USA Accident & Health Insurance Trust in the District of Columbia. The policy is subject to the laws of the state in which it was issued. Coverage may not be available in all states or certain terms or conditions may be different if required by state law. Please keep this information as a reference..