

## Volunteers Insurance Service Association, Inc. (VIS<sup>®</sup>)

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### Message To Volunteers

Each volunteer is eligible for three kinds of insurance. These policies provide coverage for you while participating in community service as a volunteer.

The insurance policy certificates are held by the organization for which you volunteer. This is not a substitute for any insurance you may now carry, and only applies while you are performing your assignment as a volunteer in the program .

It is highly appropriate that the satisfaction and appreciation you experience as a volunteer be supported by the comfort of knowing you have some help in the event of an accident.

This guide describes the insurance coverages provided you as a volunteer. The coverage becomes effective at the time of your formal enrollment in the volunteer program.

Complete information regarding the insurance coverages is available from the organization for which you volunteer. The insurance program is administered by The CIMA Companies, Inc.

All three plans described herein are offered to your organization. However, not all organizations elect to cover their volunteers under all plans. Please check to see which coverages your organization is providing for you.

**This is a brief overview of policy provisions, benefits, and exclusions and limitations. Only the policy provides complete information and governs the terms of coverage provided. You may request a copy of the policy from The CIMA Companies, Inc.**

## SUMMARY OF COVERAGES

### I. Accident Insurance

#### Excess Accident Medical Coverages

QBE Insurance Corporation is the underwriting company for the accident insurance.

This coverage will pay up to \$50,000 for covered medical treatment, hospitalization and licensed nursing care required as the result of a covered accident. Benefits are payable for injuries which result directly from an accident, and independently of all other causes, while coverage is in effect. The insurance applies while the volunteer is traveling directly to and from, and while participating in, volunteer assignments. Initial medical expenses must be incurred within 60 days of the accident. Expenses are then covered for a one-year period following the accident, up to \$50,000.

Dental care is covered up to \$500 per tooth for accidental injury to sound, natural teeth and repair of dentures. Maximum benefit per accident is \$900.

This coverage also provides up to \$50 for repair or replacement of eyeglass frames and up to \$50 for repair or replacement of eyeglass prescription lenses damaged as a result of a covered accident.

The maximum total of payments under this coverage, including dental and eyeglass expenses, is \$50,000.

Benefits are payable for eligible expenses that are in excess of benefits paid to the volunteer by any other health care plan. In the event no other health insurance exists, benefits will be payable on a primary basis.

Additional eligible accident medical expenses are as follows:

*In-patient Hospital Services:* room and board; hospital miscellaneous charges including X-rays, lab work, physiotherapy, nursing services and ambulance service from the accident to the hospital.

*Physician Services:* surgery, use of surgical facilities, second opinions, anesthesia and its administration, in-hospital or office visits.

*Out-patient Services:* emergency room treatment, X-rays and laboratory tests, physiotherapy (acupuncture, microthermy, adjustment, manipulation, diathermy, massage therapy, heat treatment and ultrasonic treatment).

*Medical Equipment, Services and Supplies:* prescription drugs; rental of a wheelchair or other equipment necessary for the appropriate treatment of a covered person that has received prior approval by the insurance company.

## Accidental Death and Dismemberment Coverage

In addition to the accident medical coverage, QBE will pay the following benefits for death or loss of limb or sight, occurring within one year after a covered accident, when the loss results directly from an accident, and independently of all other causes, while coverage is in effect.

- Loss of life (paid to beneficiary) - \$2,500
- Loss of both hands, feet or eyes, or any combination of two thereof (paid to volunteer) - \$2,500
- Loss of either foot or either hand, sight of one eye (paid to volunteer) - \$1,250
- Loss of thumb and index finger of same hand (paid to volunteer) - \$625

Only one amount, the largest to which the volunteer is entitled, is paid for all losses resulting from one accident.

Loss of hand or foot means complete Severance through or above the wrist or ankle joint. Loss of sight means the total, permanent loss of all vision in one eye which is irrecoverable by natural, surgical or artificial means. Loss of a thumb and index finger of the same hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand). Severance means the complete and permanent separation and dismemberment of the part from the body.

Coverage is effective on the first of the month following receipt and acceptance of the volunteer organization's completed application and premium payment. Termination of coverage is effective at the end of the policy term, unless renewal terms are offered and accepted by the policyholder. Volunteer coverage will continue as long as the volunteer remains eligible and the policy remains in force.

## Exclusions and Limitations

These coverages are subject to exclusions and limitations detailed in the Policy. Coverage is provided only for treatment of injuries sustained by Covered Persons during Covered Activities, and excludes injuries resulting from suicide, commission of a felony or assault, riot, war, flying except as a fare-paying passenger, races or speed contests, any sickness or disease, intoxication, or treatment of existing injuries.

This plan provides Accident insurance only. It pays benefits for bodily injury. It does not provide benefits for sickness. This information is a brief description of important features of the Plan. It is not a contract. Terms and conditions of coverage are set forth on Policy Form Number BAM-03-1000.00 issued in the District of Columbia. This Group Policy is subject to the laws of the state in which it is issued. This program may not be available in all states, and the availability of this offer may change.

## II. Volunteer Liability Insurance

Lloyd's of London is the underwriting company for the volunteer liability insurance.

All registered volunteers (collectively) of an organization are provided with volunteer Liability insurance at a limit of \$1,000,000 per occurrence subject to an annual aggregate per named organization. This policy provides protection for a personal injury or a property damage liability claim arising out of the

performance of the registered volunteer's duties. This coverage is in excess of and non-contributing with any other valid or collectible insurance the volunteer may have.

### **Exclusions to Volunteer Liability Insurance**

A complete listing of all the exclusions is detailed in the insurance policy. The following is representative of losses that are not covered under this plan:

- Injury or damage arising out of the use of an automobile, aircraft or watercraft (except non-owned watercraft);
- Errors or omissions in connection with the registered volunteer's professional services;
- Personal injury resulting from assault and battery committed by or at the direction of the registered volunteer;
- Property damage to property in the care, custody or control of the registered volunteer, and;
- Injury or damage by any person who is part of, or associated with, a work release or court-ordered program.
- Golf carts, lawn tractors, all-terrain and other recreational vehicles

### **Legal Defense Under Volunteer Liability Coverage**

Under the volunteer Liability insurance coverage, the insurer will defend *any covered suit* against the volunteer seeking damages on account of personal injury, bodily injury or property damage which exceeds any other valid or collectible insurance available to the volunteer.

### **III. Excess Automobile Liability Insurance Liability**

Lloyd's of London is the underwriting company for the excess automobile liability insurance.

This coverage protects the registered volunteer driver for bodily injury or property damage claims arising out of the volunteer's operation of his or her own vehicle during their volunteer assignment, not going to or from the assignment. Each accident limit of liability is subject to the limits outlined in endorsement VIS219, and will not exceed \$500,000.

### **Exclusions to Excess Automobile Liability Insurance**

A complete listing of all the exclusions is detailed in the insurance policy. The following is representative of losses that are not covered under this plan:

- Liability assumed by the registered volunteer driver under any contract or agreement;
- Any obligation for which the registered volunteer driver may be held liable under any workers' compensation or disability benefits law or under any similar law;
- Property damage to property owned or transported by the registered volunteer driver, or in their care, custody or control;
- Any obligation under any uninsured or underinsured motorist law, "no fault" law, basic reparation benefits law, any law requiring personal injury protection coverage, or any similar law; or
- Damage to the registered volunteer driver's automobile.

## **Legal Defense Under Excess Automobile Liability Coverage**

Under the Excess Automobile Liability Insurance coverage, the insurer has no obligation to defend unless and until it is determined that the insured must pay damages in excess of the retained limit. Should any automobile claim appear likely to exceed the retained limit, no loss expenses or legal expenses shall be incurred on the insurance company's behalf without the company's prior consent.

## **How To File an Accidental Bodily Injury Claim**

If a volunteer incurs an accidental bodily injury during their volunteer assignment, you must fully complete a Proof of Loss Form (<http://www.cimaworld.com/wp-content/uploads/2012/07/universal-claim-form.pdf>) to register the claim. It is the responsibility of the organization to complete Part I and the volunteer will complete Part II. We do not require original documents, so please email or fax the form to Joan Wankmiller, [jwankmiller@cimaworld.com](mailto:jwankmiller@cimaworld.com), fax: 703.778.7356 or Vicki Brooks, [vbrooks@cimaworld.com](mailto:vbrooks@cimaworld.com), fax: 703.778.7351.

## **How To File a Volunteer Liability Claim or an Excess Automobile Liability Claim**

If the sponsoring organization is advised by a volunteer of a liability claim, the organization is responsible for advising CIMA immediately. CIMA should be provided with written notice containing, all details of the claim – volunteer name, place and circumstances, including the names and contact information for witnesses and the injured. The information can be emailed to Joan Wankmiller, [jwankmiller@cimaworld.com](mailto:jwankmiller@cimaworld.com), fax: 703.778.7356 or Vicki Brooks, [vbrooks@cimaworld.com](mailto:vbrooks@cimaworld.com), fax: 703.778.7351.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**SEXUAL ABUSE AND SEXUAL MOLESTATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

VOLUNTEERS INSURANCE SERVICE COMBINED EXCESS LIABILITY POLICY

We will investigate and defend any insured against allegations of sexual abuse or sexual molestation; provided that, our duty to investigate and defend shall end at such time as:

1. The insured pleads or is adjudged guilty in a criminal trial or proceeding of conduct which is the subject of such allegations;
2. The insured accepts liability or is adjudged liable in a civil trial or proceeding for damages arising out of conduct which is the subject of such allegations; or
3. The insured admits in any context to having engaged in conduct which is the subject of such allegations.

Exclusions:

The defense obligation provided by this endorsement shall not apply to:

- Allegations of criminal conduct committed by the insured, including any associated criminal investigation, indictment trial or other criminal process.
- Any actual, alleged or threatened physical abuse or sexual molestation or any combination of these, of any person if the first incident of such abuse or molestation to that person by the same, or allegedly the same insured or insureds occurred prior to the effective date of this endorsement.