



2020 REGATTA LIABILITY INSURANCE PROGRAM

REGATTA LIABILITY INSURANCE POLICY

This provides coverage for your organization's officers, directors, committee members, judges and regional sailing association representatives for 2020 through three insurance policies. The primary policy provides \$1 million for loss of life and bodily injury, including defense, per occurrence; the second policy provides \$5 million excess of \$1 million for loss of life and bodily injury, including legal defense, per occurrence; the third policy provides \$5 million excess of \$6 million for loss of life and bodily injury per occurrence, excluding legal defense.

ORGANIZATIONS

Available to Regional Sailing Associations, Class Associations, Yacht Clubs, Fleets, and all other Sailing Organizations, Sponsors, as well as all For-Profit Corporations.

DESCRIPTION OF THE PROTECTION

This insurance is designed to provide relief from lawsuits and judgments that may arise as a result of sponsoring sailboat races under the Racing Rules of Sailing. The insurance protection begins when the racing yachts leave their mooring or anchorage and continues until their return to their mooring or anchorage. This protection covers occurrences that may happen on the water only during races. On-The-Beach General liability is available elsewhere on a local basis to race-sponsoring organizations for occurrences that may happen on land. In the event the sponsoring organization has a race that will begin in one locality and end in another, including an international event, the insurance protection will follow the event from the beginning of departure from anchorage, through the race, and concludes on arrival in the new anchorage.

PREMIUMS

The primary policy is \$452 flat charge. The first excess policy premium is \$230 flat charge. The second excess policy is \$76 flat charge. The premium applies from the date of acceptance of the application until 1/1/2021 with no pro-ration.

It is not necessary to purchase all three layers of protection. You may purchase the primary policy; or the primary policy and the first excess policy; or all three policies. The premium charge applies to each individual policy.

EXCLUSIONS

The insurance policy carries exclusions that are described in detail in the policy, and some exclusions are applicable to: war, contract liability, nuclear accident, boats owned by the organization, any loss or damage from which the insured has been effectively released of liability, any other valid and collectible insurance such that this entire insurance becomes excess, injury or loss of life under Workers' Compensation and Disability Benefits Laws or any similar laws, and sickness and disease. Kiteboarding is excluded. The insurance protection covers only sailboat races and the activity attended thereto by participation in the race. It is not designed to cover sailing schools, sailing classes, instruction seminars and so forth. These risks can be covered in the organization's normal general liability policy or through other insurance available for this risk.

TERRORISM RISK INSURANCE ACT

It is required by Federal Law to offer Terrorism Risk Insurance. We give you the choice to Accept or Reject this coverage, which requires signature either way, and a premium charge if accepted.

ENROLLMENT INFORMATION

Coverage becomes effective the date the signed form and premium check are received at The David Agency's office. Each organization that provides a completed application and valid check obtains this protection, and will include the organization, its officers, directors, race committee members and judges.

ENROLLMENT REQUIREMENTS

Complete the Named Insured Request Form, and send it, along with a check payable to:

The David Agency
385 North York Road
Elmhurst, IL 60126

QUESTIONS

Any Questions concerning this insurance program should be addressed to:

The David Agency
385 North York Road
Elmhurst, IL 60126
630-516-9000

For more details, go to www.SignalMarineInsurance.com

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED

TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

	I hereby elect to purchase terrorism coverage for a premium of	\$TBD Per Certificate
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified Acts of terrorism.	

Policyholder/Applicant’s Signature

Print Name

Date



TERRORISM COVERAGE ELECTION FORM

PLEASE INDICATE YOUR ELECTION TO ACCEPT OR REJECT THIS OFFER BELOW:

- I hereby elect to purchase coverage for “certified acts of terrorism” for the policy period for \$25 per insured.

- I hereby reject this offer of coverage for the policy period. I understand that by rejecting this offer, I will have no coverage for losses arising from “certified acts of terrorism.”

MANDATORY PREMIUM DISCLOSURE STATEMENT

Even if you decline coverage for “certified acts of terrorism,” certain states require us to provide you with coverage for fire losses that result from an act of terrorism. This mandatory coverage is provided at no additional charge.”

POLICYHOLDER ACKNOWLEDGEMENT

I hereby acknowledge that I have received notice of TRIA, the federal share of compensation for “certified acts of terrorism,” the premium charge for losses covered by TRIA, and the Company’s limit of liability should losses covered by TRIA exceed \$100 billion.

Policyholder/Applicant Signature

Date

Print Name

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your sales representative

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