

## Stoa USA Insurance Program

In order to clarify coverage and answer questions that may arise this document has been prepared from the policies in place.

### Who is an insured?

STOA, as listed on the Common Policy Declarations, is the insured. Below is information excerpted from the General Liability coverage form.

#### SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors.
2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees"
  - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die
  - d. Your legal representative if you die, but only with respect to duties as such.

*A manuscript endorsement adds this to the definition:*

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured any of your members, but only with respect to their liability for your activities or activities they perform on your behalf.

Joining Stoa is a necessary precondition for insurance. Members are insured, but only with respect to their liability for Stoa's activities or activities they perform on behalf of Stoa. Certificates of insurance should not be understood as an explicit offering of coverage. Contracts are important tools for risk management. A club director or tournament director should have an executed contract that requires Stoa to hold the facility harmless and to indemnify them for any direct, physical loss or damage to the building having occurred during or because of a Stoa activity.

#### **Are local club meetings covered?**

Yes. Please note that the club ought to be listed on the Stoa website and ought to present itself as a Stoa club in order for coverage to extend. A certificate of insurance should be obtained. One naming the facility should only be needed if required by contract.

#### **Are local tournaments covered?**

Yes, if the local tournament is a Stoa tournament, coverage can be extended and a certificate should be obtained. One naming the facility should only be needed if required by contract.

#### **Are Junior club meetings and tournaments covered?**

Yes, the coverage program takes into account that this is a Homeschool program for Christian families. This self-selecting group allows for risk mitigation as parents are overseeing their children. However, every family, even if only Junior competitors are in mind, needs to join Stoa in order to be considered for coverage as an insured.

#### **What if I dual-affiliate?**

There is no expectation of coverage for non-Stoa members or for non-Stoa activities. Club members must all be Stoa members, even if they do not compete in Stoa tournaments. Otherwise, coverage should be pursued separately.

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### Am I covered as a coach?

The insurance program takes into account that this is a Homeschool program for Christian families. This self-selecting group allows for risk mitigation as parents are overseeing their children. However, every coach must join Stoa in order for the any potential occurrence to be considered. Parents are encouraged to be present for all coaching sessions. No coverage is intended for non-member coaches, such coaches are encouraged to pursue coverage separately.

### Is my homeschool co-op covered?

Only Stoa activities – performed at a Stoa event by a covered person – would be considered for any potential covered loss. The Co-op should have its own coverage for its unique exposures.

### How do I file a claim?

Any potential loss and knowledge of any event that could reasonably result in a loss, should be reported to Angela Childress or her designated representative. She would report to Six & Geving, a Higginbotham Partner. At that point a claim would be filed with the proper carrier for claims handling.

## What is insured?

**Property owned by a local club:** No property is covered at this time. If coverage is desired for the property a club or tournament owns (like computers or projectors) separate coverage should be sought as this policy does not intend to cover property or property of others.

**Buildings:** If a club rents space for club meetings or tournaments, such as a church or a residence, damage to the rented premises would be considered under the General Liability coverage form.

### General Liability:

General liability is the main coverage line. This is a coverage that is paid to a third party. Since the local club or tournament is, by definition, an insured, this policy would not over the losses they may suffer. If a third party, like a facility, is damaged then a general liability loss may have occurred. Likewise, if a community judge were injured, bodily injury is considered within the scope of General Liability.

**Medical payments** covers people suffering bodily injury at a covered location subject to the limitations and exclusions present in the policy.

**Damage to Rented Premises:** Damage to a rented facility, if damaged by a covered loss, is covered within the scope of the policy, as shown on the declarations.

### Automobile Liability:

Coverage exists for Hired and Non-owned Autos for liability only, as Stoa owns no vehicles.

- No physical damage is covered to any non-owned automobile.
- No coverage exists for damage to any vehicle parked at a Stoa event, except if hit by an insured vehicle.

## What is the coverage territory?

The primary coverage territory is the United States.

Coverage for losses generally is restricted to incidents occurring within the coverage territory.

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### How much is covered?

#### Limits of Coverage (General Liability)

\$	2,000,000 Aggregate Limit
\$	1,000,000 Personal and Advertising Injury Limit
\$	1,000,000 Each Occurrence Limit
\$	100,000 Rented To You Limit (Any One Premises)
\$	50,000 Medical Expense Limit (Any One Person)

#### Limits of Coverage (Automobile Liability)

\$	1,000,000 Combined Single Limit
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#### Limits of Coverage (Professional Liability)

\$	1,000,000 Each Professional Incident Limit
\$	2,000,000 Aggregate Limit

#### Limits of Coverage (Abusive Conduct Liability)

\$	300,000 Each Abusive Conduct Limit
\$	300,000 Aggregate Limit

#### Limits of Coverage (Umbrella Liability)

\$	3,000,000 Each Occurrence Limit
\$	3,000,000 General Aggregate Limit