

# Volunteers Insurance Service Association, Inc.

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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 and while on your way to and from your volunteer site.

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.

## **SUMMARY OF COVERAGES**

### **I. Accident Insurance**

#### **Excess Accident Medical Coverages**

QBE Specialty Insurance 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.

Other than X-rays, 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 \$50.00 for repair or replacement of eyeglass frames and up to \$50.00 for repair or replacement of eyeglass prescription lenses damaged as a result of a covered accident.

The maximum payment 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 all medically necessary charges other than room and board; 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), certain medical treatment rendered in a convalescent, nursing home or extended care facility.

*Medical Equipment, Services and Supplies:* prescription drugs; rental of a wheelchair or other medically necessary equipment 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 total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. Loss of a thumb and index finger means complete severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

*Severance* means the complete 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 with at least 31 days written notice from the policyholder or failure by the policyholder to pay premiums when due or within the grace period. Your coverage will continue as long as you remain eligible and the policy remains in force.

## **Exclusions to Accident Insurance**

The policy does not cover any loss as a result of:

- Declared or undeclared war or any act of war;
- Hernia of any kind; or any bacterial infections not caused by an accidental cut or wound; any form of sickness or disease;
- An injury caused by flight in an aircraft, except as a fare-paying passenger; spacecraft or any craft designed for navigation beyond the earth's atmosphere; or an ultra light, or caused by hang-gliding, parachuting or bungi-cord jumping;
- An injury or accident occurring while a Volunteer Fireman, Rescue Squad member or sports team member.

Benefits will not be paid for services for treatment rendered by a doctor, nurse or any other person who is employed or retained by the policyholder, the VIS member; or the member's immediate family. Any loss sustained or contracted in consequence of being under the influence of any controlled substance, unless administered on the advice of a doctor, will not be covered.

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 TL-002790 (VIS) 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. Please keep this material as a reference.

## **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.

### **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 their volunteer activities, including driving directly between the registered volunteer driver's residence and work station. The liability policy is written at a combined single limit as respects bodily injury and property damage of \$500,000 each accident. This insurance is in excess of the greater of:

- A. An amount equal to the applicable limits of liability of any other insurance collectible by the insured; or
- B. An amount equal to the minimum limit of liability required under the Motor Vehicle Financial Responsibility Laws of the state in which the accident occurs, or \$50,000, whichever is less.

### **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 automobile while such automobile is being used as a public livery conveyance;
- 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 Injury Claim**

If you have an accident which results in bodily injury to yourself you can obtain a claim form from the organization for which you volunteer. Follow the instructions carefully. When the form has been completed return it to the designated person at your organization, with your itemized bills. That person will then sign the form and submit it to CIMA, 2750 Killarney Drive, #202, Woodbridge, VA 22192-4124.

### **How To File a Liability Claim**

In the event of a liability claim, you should immediately contact your project director and CIMA, 2750 Killarney Drive, #202, Woodbridge, Virginia 22192-4124. (Phone: 1-800-468-4200.) If possible, send written notice containing the time, place and circumstances, including the names and addresses of witnesses and the injured.

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.