RISK MANAGEMENT INFORMATION

2026–27

CLUB INSURANCE RESOURCES

GENERAL LIABILITY | DIRECTORS & OFFICERS LIABILITY



PROVIDING PROTECTION FOR YOUR CLUB

Financial protection is an important component of a strong Kiwanis club. That's why Kiwanis International provides general liability insurance that's dependable and affordable. Directors and officers liability coverage (see page 32), is provided along with general liability insurance.

We're pleased to present Kiwanis International Risk Management information for 2026-27 (NEW policy period October 1, 2026 - October 1, 2027).

Use this guide to make your insurance a well integrated part of your club's operations. As you review the contents, you'll find important information about your club's coverages. You'll also find tips and guidelines for using it in connection with club functions and activities — as well as samples of forms and a handy loss-prevention worksheet.

As you may know, the fee for general liability and directors and officers insurance is included with your club dues billing. If your club is in good standing, the fee (US$22 per member) is already paid.

In addition, please note these important facts:

- Club accident insurance and crime insurance are not included with this liability insurance program. Each of those coverage options can be purchased separately. Information is available at kiwanis.org/liability. (Click on Optional Insurance Resource Guide.)
- This general liability insurance does not include workers' compensation, property and other special-category insurance. Clubs must purchase those forms of coverage on their own.
- If a claim arises from an activity that is not covered, any claim costs and legal fees are the club's responsibility. (To provide further coverage for club members and volunteers, see 2026-27 Optional Insurance Resource Guide, pages 4–7.)

Please give this guide to your club's safety coordinator. If your club doesn't have a safety coordinator, appoint one to help reduce potential risks during club activities. (See page 15.)

CONTACT INFORMATION

MAIL **Kiwanis International**
Risk Services Department
3636 Woodview Trace
Indianapolis, IN 46268-3196 USA

PHONE +1-317-875-8755
1-800-KIWANIS (549-2647)

FAX +1-317-875-7919

EMAIL riskmgmt@kiwanis.org

MAIL **Hylant**
4 Carter Green, Suite 300
Carmel, IN 46032

PHONE +1-317-817-5000
1-800-678-0361 (U.S. only)
1-317-817-5000 (Canada)

FAX +1-317-817-5151

Certificate requests: kiwaniscert@hylant.com

ONLINE RESOURCES

For complete club information, visit the Kiwanis website: **kiwanis.org**

Insurance forms in fillable format are available for download at **kiwanis.org/liability**

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COMMERCIAL GENERAL LIABILITY INSURANCE

for Kiwanis International and its member clubs, divisions and districts

GENERAL LIABILITY

In the United States and Canada, Kiwanis International has a program of commercial general liability insurance for Kiwanians. The policy is intended to provide legal liability insurance for sums that insureds may become legally obligated to pay as damages to third parties for bodily injury or property damage arising out of a Kiwanis-sponsored function or activity.

All insureds are automatically covered, and no action on your part is required.

The purpose of this brochure is to describe the plan in a manner which will enable Kiwanians to understand its application to their activities. The provisions of the policy apply to most normal liability exposures of Kiwanis clubs. This is a standard commercial general liability policy and contains the standard exclusions usual to such insurance.

Nothing in this brochure can be construed to extend, alter, vary or waive any of the provisions of the policy. If unusual situations arise which require further explanation, inquiry should be directed to:

MAIL Hylant
4 Carter Green, Suite 300
Carmel, IN 46032

PHONE 1-800-678-0361, ext. 15194
or +1-317-817-5194

FAX +1-317-817-5151 (fax)

EMAIL morgan.hurst@hylant.com

WHO IS INSURED

- Kiwanis clubs and members when involved in a Kiwanis activity.
- Kiwanis club foundations.
- Divisions.
- Districts and district foundations.
- Kiwanis International.
- Kiwanis Children's Fund.
- Kiwanis Youth Programs.
- Key Clubs and Circle K International clubs and their members.
- Nonmember volunteer workers.
- Builders Clubs and their members.
- Kiwanis societies (Canada).
- K-Kids clubs and their members.
- Aktion Clubs and their members.
- Key Leader.
- Kiwanis Endowment Funds (Canada).
- Key Club Alumni.
- Circle K International Alumni.

LIMIT OF LIABILITY

The combined single limit per occurrence of bodily injury and property damage is US$2 million regardless of the number of insureds under the policy. In addition, there is a supplemental excess liability policy. These coverages are excess over any other insurance in force covering your specific club activities.

COVERAGE

This is a legal liability policy. The following coverages are provided:

- Premises, operations and activities.
- Products and completed operations.
- Personal injury coverage.
- Fire legal liability.
- Hired, rented and nonowned automobile liability
- Liquor liability.
- Medical payments — Third parties, members and volunteers: US$5,000.

KEY EXCLUSIONS

Liability arising out of the operation, use or maintenance of automobiles (including buses and trailers) owned by named insureds is not covered. If a Kiwanis organization owns an automobile, it must be separately insured. Liability for the use of rented, hired or nonowned automobiles is covered for third-party bodily injury and property damage claims only. **This policy is excess coverage over all primary insurance on the vehicle and specifically excludes physical damage claims such as comprehensive and collision.**

Other notes:

- Liability arising out of a Kiwanis activity from the use of automobiles owned by individual Kiwanians is covered but only as excess over the owner's insurance. Physical damage coverage, such as comprehensive and collision, is excluded.
- Liability arising out of the operation, use or maintenance of aircraft (including hot air balloons or drones) is not covered.
- Liability arising out of the operation, use or maintenance of any owned watercraft (except owned rowboats and canoes) or nonowned watercraft over 50 feet is not covered.
- Liability arising out of injury to employees (worker's compensation exclusion) is not covered.
- Liability for damage to property in your care, custody or control (not owned by your club) is not covered.
- Bungee or Velcro jumping/runs are specifically excluded under the policy.

ACTIVITIES INVOLVING OUTSIDE CONTRACTORS

Certificates of insurance should be obtained from outside firms or organizations actually presenting events for Kiwanis, furnishing equipment or selling products or services. Such events as carnivals, circuses, rodeos, sporting events, air and automobile shows, and races fall into this category, as do concessionaires selling products.

The individuals or firms involved in providing such products or services should assume all liability arising from the furnishing of those goods or services, and an agreement to this effect should be in writing and should contain a hold-harmless provision in favor of Kiwanis International and its members. The certificate of insurance should indicate coverage for this contractual agreement. See pages 21-22.



CERTIFICATES OF INSURANCE

Owners of premises and other facilities used by Kiwanis can be included as additional insureds with respect to their liability for the Kiwanis use of their property. When required, a Kiwanis club may request a certificate of insurance in the owner's favor. Hylant will send the required certificate of insurance to the Kiwanis club upon request. There is no additional charge or cost for requesting an additional insured certificate of insurance. Send requests to kiwaniscert@hylant.com. (See page 13.)

SAFETY COORDINATOR

Each club is urged to appoint a safety coordinator who is to be consulted in the planning of any Kiwanis-sponsored event to help ensure the safety of participants and all others involved. The safety coordinator's responsibility is to analyze the risk factors involved, eliminate those factors to the greatest extent possible, transfer those risk factors to other individuals or organizations and obtain appropriate hold-harmless agreements and certificates of insurance for his or her club.

PREMIUM PAYMENT

The premium for this insurance is paid by Kiwanis International from funds provided by member clubs. The Insurance and Indemnification article of the Bylaws of Kiwanis International provides that clubs shall pay the annual per capita cost for this coverage, and this payment is submitted with the payment of the international dues.

CLAIM REPORTING

When a claim situation arises, **do not** admit to liability or suggest that a settlement may be offered. If correspondence or other communication is received indicating that a claimant feels a Kiwanis member, club or district is responsible for damages or injury, an immediate report should be made. Satisfactory claim settlements can best be made by those properly trained for this function. **No Kiwanian should enter into negotiations with a claimant.**

If you receive a letter of representation from an attorney or are served with a Summons and Complaint, immediately phone Hylant. These are time-sensitive documents and require special handling and immediate attention. Prompt reporting of occurrences is critical in keeping claim costs at a minimum.

All claims, or occurrences that might lead to claims, should be reported promptly to:

MAIL Hylant
ATTN: Claims Department
4 Carter Green, Suite 300
Carmel, IN 46032

PHONE 1-800-678-0361, ext. 15153
or +1-317-817-5153

FAX +1-317-817-5151 (fax)

EMAIL commercialclaims@hylant.com



TYPICAL QUESTIONS & ANSWERS ABOUT GENERAL LIABILITY INSURANCE

Note: (W) indicates waiver of liability form and is strongly recommended for all participants. (C) indicates certificate of insurance and should be required by the party with whom we are contracting.

1. How does our club enroll for this insurance?

No enrollment forms or any action on your part is necessary. All clubs and members are automatically covered.

2. How do we pay our premium?

The premium is paid by Kiwanis International with insurance program fees collected through the annual billing.

3. Are club, division, district and other Kiwanis meetings, including conventions, covered?

Yes, for general liability and directors and officers.

4. Are district and club foundations of affiliated or sponsored organizations operated or controlled by local clubs covered?

Yes, for general liability and directors and officers.

5. Is an injury caused by a Kiwanian or volunteer worker assisting on a Kiwanis project covered?

Yes, but the individual responsible may not be protected should they have intentionally caused the injury.

6. Occasionally, our club has the assistance of nonmember volunteers in our activities. Are these people covered?

Volunteers performing work for Kiwanis are insureds on the General Liability policy if there is legal liability for injury or damage arising out of their negligence. Medical payments coverage would also apply to volunteers if they are injured while working in a Kiwanis-sponsored activity

7. Does the program provide medical payments for named insureds and third parties?

*Yes, but the coverage is self-insured by Kiwanis International. Limits are US$5,000 for third parties and US$5,000 for club members and volunteers. *To provide further coverage for club members and volunteers, see Optional Insurance Resource guide, pages 4-7.*

8. Are any workers' compensation benefits provided?

No.

9. What about an injury to a participant in a sporting event or other activity sponsored by Kiwanis?

Such an individual is covered, but only if there is legal liability resulting from negligence of a named insured. Note that medical payments coverage does not apply to athletic participants. (W)

10. Is there coverage for automobiles owned by Kiwanis International, clubs, districts or other entities named as insureds in the policy?

No.



TYPICAL QUESTIONS & ANSWERS ABOUT GENERAL LIABILITY INSURANCE *(continued)*

11. Is there liability coverage for operation of automobiles (including buses and trailers) hired by, rented by or loaned to the Kiwanis organization?

Yes. The insurance maintained by the owner or driver of the vehicle is primary, but this policy provides excess and contingent liability coverage for vehicles hired, rented, or borrowed by Kiwanis International, clubs, districts or other entities named as insureds in the policy. Comprehensive and collision coverage, however, is excluded.

12. Does the Kiwanis insurance program provide me with liability coverage when I am driving to and from club meetings or other Kiwanis activities?

No. Driving to and from activities would not be considered being "on Kiwanis business" and would not be covered. For coverage to apply, you would have to be actively engaged in a Kiwanis activity, such as delivering Meals on Wheels or transporting senior citizens to doctor appointments.

13. A Kiwanian is driving his or her car on Kiwanis business and strikes a tree, damaging the car and injuring himself or herself. Is there any coverage under this policy?

This policy does not provide physical damage insurance on cars used on Kiwanis business, and there would be no legal liability for injury to the club member or passenger. However, coverage for property damage to the tree would be included on an excess basis. The vehicle owner's insurance provides the primary coverage.

14. Are Kiwanians covered for liability when using their own automobiles to transport people on Kiwanis business?

When driving a personal vehicle, the insurance that protects a driver from liability caused by their driving is the personal insurance for that vehicle. Kiwanis' insurance would only protect the driver if there are allegations of wrongdoing by Kiwanis (or a club/district) which causes the driver some liability.

15. Our club occasionally parks cars at local special events as a fundraiser. Is this covered by the Kiwanis insurance program?

If you take control of the cars by driving them, there is no coverage. This is a valet exposure, and is excluded (standard exclusion). If, however, you simply have cordoned off an area for the owners of the cars to park themselves, regardless of whether you have them pay, there is generally coverage for your liability.

16. Our club engages in many activities involving young children. Is there any coverage in our program for allegations of sexual abuse or molestation?

Yes. Allegations of sexual abuse and molestation are covered under the general liability policy. (Sexual harassment is covered under the directors and officers policy. See page 32.)

17. Is there coverage for damage to Kiwanis owned property?

No.

18. Is our club covered for damage to property we rent or borrow for club activities?

No. The policy specifically excludes coverage for property in your care, custody or control (e.g., golf carts.)

19. Is there coverage for legal liability for damage to buildings rented or used by Kiwanis?

Only if damage is caused by fire, and then only for US$500,000 for any one fire.

20. Is there coverage for legal liability for damage to contents of buildings such as furniture, carpeting, fixtures, etc., when rented to or used by Kiwanis?

No.

21. Our club owns a refreshment trailer from which we sell food and beverages at fairs, carnivals, picnics or other functions. Do we need separate liability insurance?

This policy would apply to the trailer when used as a refreshment stand. However, if the trailer is subject to motor vehicle registration, it would be considered an "owned automobile" and the policy would not provide liability coverage while it is being towed between sites. A separate auto liability policy should be arranged. There is no property coverage to repair/replace the trailer should it sustain damage or be destroyed.

22. Does the policy apply to food poisoning?

Yes.

23. Our club sponsors and members also participate in sporting events such as baseball, basketball, football and hockey. Are these and similar activities covered?

Yes, when there is legal liability as a result of the negligence of a named insured. However, there are no provisions for medical payments coverage for athletic participants. (W)

24. Are athletic events, carnivals, rodeos, circuses, horse shows, fireworks displays, picnics, parades, pancake events, dances, contests and similar activities covered?

Yes, when there is legal liability resulting from negligence of a named insured. When such activities are sponsored by Kiwanis, but conducted by others, the other party's (contractor's or service provider's) insurance is primary, and you must obtain a proper certificate of insurance with limits of not less than US$1 million combined single limit naming your club and Kiwanis International as additional insureds. The contractor or service provider conducting the activity should also be required to sign a hold-harmless agreement in favor of Kiwanis International and the sponsoring Kiwanis club. (C) See pages 21-25.

Note: (W) indicates waiver of liability form and is strongly recommended for all participants. (C) indicates certificate of insurance and should be required by the party with whom we are contracting.

TYPICAL QUESTIONS & ANSWERS ABOUT GENERAL LIABILITY INSURANCE *(continued)*

25. Does this coverage apply to club-sponsored events such as snowmobile races, motorcycle races, drag races and similar activities?

Yes, but only for legal liability of named insureds arising out of the use of premises or the sale of products (food, beverages, etc.). However, there is no coverage for bodily injury or property damage caused by the use of snowmobile, motorcycle, go-cart or any other type of "mobile equipment." This coverage must be provided by each driver participating in the race who must be responsible for his or her own negligence. Otherwise, your club will have to purchase a separate policy through a local agent or broker specifically covering the racing event. Your club is encouraged to purchase a separate policy through a local agent or broker specifically covering this type of event. (W, C)

26. Our Kiwanis club owns a camp and has canoes and rowboats. Are we covered for this exposure?

Yes, coverage does apply to liability arising out of the ownership, operation, maintenance or use of any nonmotorized watercraft under 50 feet in length owned by the Kiwanis club. Further, liability arising out of the use of watercraft less than 50 feet in length which are not owned by the Kiwanis club but which are used in a Kiwanis- sponsored event would also be covered. (W, C)

27. Our club sponsors a dental clinic. Are we covered for malpractice on the part of a dentist we would employ? Is the doctor who donates his or her services covered?

The policy includes coverage for incidental vicarious liability for a club sponsoring such a clinic. Any physician, dentist or nurse providing such services at a Kiwanis event is required to provide a certificate of medical malpractice insurance that names the club, district and Kiwanis International as additional insureds. The Kiwanis insurance program does not protect individual medical professionals for any claim arising from the services they provide. (C)

28. We sell children's car seats as a club activity. Is this exposure covered?

Yes, but you should not do any service, repair or installation work involving the car seats, as this might void the manufacturer's warranty and the application of the manufacturer's insurance

29. Our Kiwanis club and another service club have been asked by the local town council to take over the running of our community swimming pool next summer as a service project. We will charge a fee for use of the pool and intend to hire a full-time manager who will hire the lifeguards and instructors, and be responsible for maintenance. Are all of the people involved in this operation protected under our general liability insurance?

Your club is protected by the commercial general liability insurance policy. The city also would be covered if added as an additional insured as owner of premises being used by Kiwanis. The individual lifeguards and the full-time manager are not named insureds and would not be covered as nonmember volunteers. Unless these employees are hired by your Kiwanis club, they would not be insured under the commercial general liability policy. The other service organization co-sponsoring this project would not be covered by the Kiwanis insurance either. With paid employees, there exists a workers' compensation exposure which requires a separate/additional policy which should be secured at the local level. Your club is encouraged to purchase a separate policy through a local agent or broker specifically covering this type of event.

30. Our club conducts the "Every Child a Swimmer" program. Are we covered for liability arising out of this activity?

Yes, this would qualify as a sponsored activity and would therefore be covered by the policy. (W)

31. Does our policy provide coverage for our club sponsoring a bungee-jumping event?

No. Bungee jumping/runs and Velcro jumping/runs are specifically excluded under the policy.

32. Our club will sponsor an air show. How does the policy apply to this exposure?

The policy would apply to activities, concessions, etc., at the show, but would not cover accidents arising from the operation, maintenance or use of any aircraft. The show operator or aircraft owners must carry adequate liability insurance. To be properly protected, you must have your club and Kiwanis International named as additional insureds under the operator's or owner's insurance or arrange separate nonowned aircraft liability insurance protecting your club and Kiwanis International for the event. (C)

33. Does this policy provide coverage for claims arising out of the sale of alcoholic beverages?

Yes, the policy provides both host liquor liability and liquor liability coverages. (See page 10 for alcohol guidelines.)

34. Will our club need additional insurance, and does this insurance coverage replace all kinds of insurance which are now purchased by every club?

Ordinarily, a club will not need additional liability insurance since the policy applies to most operations and activities with the exception of the operation, use or maintenance of the insured's owned automobiles, aircraft and watercraft. However, coverage would apply to nonowned watercraft less than 50 feet in length. Additionally, this insurance will not replace health and accident insurance, worker's compensation, property, fidelity, loss of money, directors

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and officers liability (see page 32), and other insurance in such special categories. Such insurance coverages, if desired, should be acquired by clubs at the local level.

35. Our club occasionally is involved in an activity that requires liability insurance beyond the limits and coverage afforded by this policy. Can these special situations be covered by an endorsement and additional premium payment?

No. All other insurance requirements must be arranged locally.

36. If our club contracts with others to conduct a special event, does this policy protect us?

Yes. However, the contractor's or service provider's liability must be primary and name the local club and Kiwanis International as additional insureds. A certificate of insurance for not less than a US$1 million combined single limit naming the local club and Kiwanis International as additional insureds must be obtained from the contractor/service provider prior to the event, along with a hold-harmless agreement in favor of your club and Kiwanis International. A copy of the certificate must be furnished to the Kiwanis International Risk Management Office for their permanent file. (C) See pages 21-25.

37. Our club feels we need higher limits of liability than those provided by the Kiwanis International policy. What type of insurance should we consider?

If limits above those carried by Kiwanis International are required, you should purchase an excess liability policy. This type of policy will provide additional limits of liability, which will apply once the limits of the Kiwanis International liability policy is exhausted.

38. What happens when a party with whom we contract refuses to accept our certificates of insurance and requests a special form, copy of our policy or other types of endorsements?

The general liability insurance provided for Kiwanis International and its member clubs is very broad in scope. Normally, this insurance will be adequate to cover almost any type of event. However, if circumstances arise in which our standard GL certificate of insurance will not satisfy requirements, please contact Hylant at 800-678-0361 for further assistance. Keep in mind that modifications to the standard certificate of insurance are not permitted by the insurer without first having secured approval from Hylant.

39. Occasionally our club is approached by professional promoters who want to conduct various types of fundraising activities. All our club is required to do is permit its name to be used as sponsor of the show and help sell tickets. The promoter does everything else, including hiring necessary facilities, printing fliers, obtaining performers, etc. Our club receives a percentage of the price of each ticket sold. How will our insurance apply to such situations?

Your club will have coverage, but you must require the promoter to furnish a certificate of insurance for not less than a US$1 million combined single limit that names your club and Kiwanis International as additional insureds. The promoter should also be required to sign a hold-harmless agreement in favor of your club and Kiwanis International. (See Question 36.) (C)

40. Is our event covered for COVID19-related exposure and/or claims?

Call or email Hylant or Kiwanis International Risk Services Department. Generally, these claims are excluded.



Note: (W) indicates waiver of liability form and is strongly recommended for all participants. (C) indicates certificate of insurance and should be required by the party with whom we are contracting.

ALCOHOL GUIDELINES

for Kiwanis clubs and other Kiwanis entities
(Taken from Governance: KI – Policies and Procedures 173)

When providing alcohol at a Kiwanis event, Kiwanis clubs and other Kiwanis entities should adhere to the following guidelines.

The preferred method is to transfer the risk by hiring a licensed entity to provide the alcohol. A certificate should be requested from the entity naming your club and Kiwanis International as an additional insured on its alcohol liability policy. When it is not possible or practical to hire a professional entity, the following steps should be taken to reduce the chance of an occurrence:

- Prevent underage service; check identification on all patrons 40 and younger.
- Alcohol consumption must remain on the premises, with prominently displayed signs that inform attendees of this requirement.
- Entrance to the facility or event must be staffed by club members.
- Control consumption and avoid over-serving.
- Food should be readily available at the event.
- Minors at event limited to areas without alcohol.
- Enlist volunteer support in watching over the grounds.
- Consider the presence of local police.
- Be sure to check with the local municipality, state or province whether a license is required for your event. If a license is required and one is not obtained, there will be no coverage for an injury attributable to alcohol. Coverage will not be provided without a valid license.

The Kiwanis alcohol liability insurance coverage offered to clubs in the U.S. and Canada is intended to protect the majority of those clubs that sell alcohol at an event under the following circumstances:

- There are up to 500 participants at the event.
- The event is a one-day event.
- Alcohol receipts are less than 50 percent of the total receipts.

Clubs that conduct events that are outside of the above circumstances are requested to purchase primary alcohol liability for the event, with limits of at least US$1,000,000 per occurrence. The Kiwanis insurance policy would be in excess of the event coverage.

Coverage under Kiwanis International's alcohol liability insurance is intended to protect Kiwanis from third-party liability.



CERTIFICATE OF INSURANCE FOR GENERAL LIABILITY

What it is and how to use it.

WHAT CERTIFICATE OF INSURANCE MEANS

A certificate of insurance is a document that an insurance company issues to confirm financial protection for particular individuals under specific circumstances. The document includes:

- The type of coverage provided.
- The policy's effective date.
- The types and dollar amount of liability.

In order to demonstrate the ability to pay a claim if damages are caused, a certificate of insurance is often required for general liability claims by companies, property owners and others when large losses are possible and liability is a potential issue. For example, the owner of a building or open-air property may demand a certificate of insurance as proof of coverage before hosting your club's service activity.

COMPLETING A CERTIFICATE OF INSURANCE

A current certificate is enclosed. Make copies as needed so you have certificates on hand for future events.

Our Certificate of Insurance Procedures will show you how to properly complete a certificate. All certificates should include the name and address of your Kiwanis club, the date of issuance and the complete name and address of the certificate holder.

Important: "Description of Operations..." is blank and can only be altered as indicated in #4 of Certificate of Insurance Procedures. (See next section of this page.) The insurance company has prohibited the use of additional insured wording by any entity other than Hylant.

If the certificate holder requests special wording, such as "additional insured," your club must contact the Hylant office as only the Hylant office can issue the document. Any certificate of insurance altered without permission is immediately null and void.

Lastly, please be aware that the certificate does reference a self-insured retention. Note that this retention is **100-percent paid by Kiwanis International.** Please do not hesitate to contact the Hylant office if you have any questions.

CERTIFICATE OF INSURANCE PROCEDURES

Complete your certificate(s) of insurance in the following order. (The U.S. and Canada have separate forms. Use the correct form.)

1. Enter the date the certificate is being issued (i.e., today's date) in the upper right hand corner.
2. Enter the Kiwanis club name, contact person and complete mailing address in the upper-left box of the form identified as Insured.
3. Enter the certificate holder name, contact (if any) and complete mailing address as required by your insurance carrier in the Certificate Holder box at the bottom left of the form. Certificate Holder is the organization, firm or person who is requesting proof of insurance from your club.
4. In the Description of Operations section directly above the Certificate Holder box, enter the type of event and the event's date and location. **Any certificate of insurance that is altered beyond this will be considered null and void.**
5. Complete and make two copies of the certificate.
6. Send the original certificate to the certificate holder (i.e., the party requesting proof of insurance).
7. Send a copy of the certificate to:

MAIL Hylant
4 Carter Green, Suite 300
Carmel, IN 46032

PHONE 1-800-678-0361, ext. 15194
or +1-317-817-5194

FAX +1-317-817-5151 (fax)

EMAIL kiwaniscert@hylant.com

IMPORTANT: The attached certificate form is for general liability only and cannot be modified or altered in any way without the express permission of Hylant and the insurance company.

If you have a certificate that requires alteration, such as additional insured wording, please complete the form on page 14 and return it to Hylant.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Morgan Hurst	
Hylant - Indianapolis 4 Carter Green Suite 300 Carmel, IN 46032	PHONE (A/C, No, Ext): 800-678-0361	FAX (A/C, No): 317-817-5151
	E-MAIL ADDRESS: kiwaniscert@hylant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lexington Insurance Company	19437
INSURED KIWAN02 Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1261782574 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			020744212	10/1/2026	10/1/2027	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Liquor Liability						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
							Liquor Liability	$ 1,000,000
A	**AUTOMOBILE LIABILITY**			020744212	10/1/2026	10/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Self-Insured Retention			020744212	10/1/2026	10/1/2027	All Claims	$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

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CERTIFICATE OF LIABILITY INSURANCE

BROKER



HUB International HKMB Limited
595 Bay Street, Ste 900
Toronto, ON M5G 2E3
PHONE: 416-597-0008 FAX: 416-597-2313

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Company A	AIG Insurance Company of Canada
Company B	
Company C	
Company D	
Company E	

INSURED'S FULL NAME AND MAILING ADDRESS
Kiwanis International
51 Morton Bay
Winnipeg, MB R3R 2C5
Canada

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)	
COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCURRENCE ☒ PRODUCTS AND/OR COMPLETED OPERATIONS ☒ PERSONAL INJURY ☐ EMPLOYER'S LIABILITY ☒ TENANT'S LEGAL LIABILITY ☒ NON-OWNED AUTOMOBILE ☒ HIRED AUTOMOBILE	A	GL2852645	2026/10/01	2027/10/01	EACH OCCURRENCE	$ 2,000,000
					GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS - COMP/OP AGGREGATE	$ 2,000,000
					PERSONAL INJURY	$ 2,000,000
					EMPLOYER'S LIABILITY	$
					TENANT'S LEGAL LIABILITY	$ 500,000
					NON-OWNED AUTOMOBILE	$ 1,000,000
					HIRED AUTOMOBILE	$ 1,000,000
AUTOMOBILE LIABILITY ☐ DESCRIBED AUTOMOBILES ☐ ALL OWNED AUTOMOBILES ☐ LEASED AUTOMOBILES ** ☐ GARAGE LIABILITY ☐ ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE					BODILY INJURY PROPERTY DAMAGE COMBINED	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM					EACH OCCURRENCE	$
					AGGREGATE	$
OTHER (SPECIFY) Self Insured Retention	A	GL2852645	2026/10/01	2027/10/01	All Claims	$ 150,000
					Aggregate	$ 1,000,000
						$
						$
						$

DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

CERTIFICATE HOLDER

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVE

Per: M. Tuke

Page 1 of 1

7N33N9N4

CERTIFICATE OF INSURANCE REQUEST WITH ADDITIONAL INSURED WORDING

FORM REQUIRED PRIOR TO ISSUANCE.

WE STRIVE TO COMPLETE EVERY REQUEST IN ONE BUSINESS DAY

Kiwanis Club information		
Name of club:		
Contact name:		
Club or contact address:		
City:	State:	Zip:
Contact phone:	Contact fax:	
Contact email:		
Send copy of certificate via: ☐ Email ☐ Fax ☐ Mail		

First Additional Insured		
Additional insured name:		
Interest of party requesting A.I. status (property owner, etc.):		
Additional insured address:		
City:	State:	Zip:
Attn:	Fax:	
Email:		
Send copy of certificate via: ☐ Email ☐ Fax ☐ Mail		

Second Additional Insured		
Additional insured name:		
Interest of party requesting A.I. status (property owner, etc.):		
Additional insured address:		
City:	State:	Zip:
Attn:	Fax:	
Contact email:		
Send copy of certificate via: ☐ Email ☐ Fax ☐ Mail		

Kiwanis Event information
Description of event:
Event dates (include set up/tear down dates):
Event location:
Special instructions:

Submit to Hylant by mail, email or fax:

4 Carter Green, Suite 300
Carmel, IN 46032

Email: kiwaniscert@hylant.com
Fax: 1-317-817-5151

Insurance forms are available for download at: kiwanis.org/liability

THE ROLE OF THE CLUB SAFETY COORDINATOR

A club safety coordinator is a must. Safety is no accident.

For the Kiwanis family of clubs in the United States and Canada, Kiwanis International has an insurance program that provides two policies: commercial general liability and directors and officers insurance. All clubs are automatically covered under both policies. No action is required.

The general liability policy provides coverage for bodily injury and property damage incurred by third parties participating in club events. The provisions apply to most normal liability exposures of Kiwanis-family clubs. The commercial general liability policy contains the standard exclusions for this type of insurance.

The directors and officers policy helps cover the impact of any poor decisions made by the club or its board. Examples include employment practices liability (including accusations of discrimination, sexual harassment and wrongful termination), allegations of mismanagement of funds, failure to enforce bylaws and violation of state/provincial and federal bylaws.

YOUR CLUB'S SAFETY COORDINATOR

A club can also help protect its members by making safety and risk management a general part of club operations. One key step is the appointment of a member as club safety coordinator. This person

would be involved in all of the club's event planning, specifically to address participant safety.

Many clubs have members with experience in the insurance industry and/or legal profession. Because of these members' familiarity with potential club liability, they should receive primary consideration for the position. Kiwanis International suggests the club include the following duties for the safety coordinator:

- Understand the general liability and directors and officers insurance program. (Information can be found in the You Are Covered sections of this guide.)
- Take steps to inform your club about the insurance, including:
  - Basics of coverage, including what is and is not covered.
  - Why liability insurance is important for the club.
  - Involvement in club activities to determine how to eliminate hazards or transfer risk.
  - Working with members to ensure that events are hazard-free.
  - Reports of any potential claims and details of the incident.
  - Education regarding risk management techniques and proper claim handling.

RISK MANAGEMENT

Risk exists in all Kiwanis-family activities. The safety coordinator should analyze basic risk factors and determine those that can be managed. Club events and activities that present a higher risk — and therefore should be closely monitored — include those in which an outside individual, firm or organization presents the event, furnishes equipment or sells products or services (e.g., carnivals, carnivals, circuses, rodeos, sporting events, air shows, and demolition derbies.) For such events, the outside individual or firm involved should assume all liability arising from their activities.

To ensure mutual understanding of this liability, all contracts or agreements should be in writing and include:

- A hold-harmless provision whereby the operator holds Kiwanis and its members harmless as to any and all claims for injury or death and for damage to the property of others which might arise from the event.
- Language stipulating that prior to the event, the operator will provide to Kiwanis evidence of insurance coverage via a certificate of insurance, with a limit of at least US$1 million for bodily injury and property damage, including premises, operations and products exposures. The certificate should name the Kiwanis club and Kiwanis International as additional insureds. See pages 21-22.

RESOURCE MATERIALS

The safety coordinator should consult the Club Insurance Resource Guide. The guide provides information on the insurance program and will help carry out the position's responsibilities. The guide also is available online at kiwanis.org/liability.

SAFETY MANAGEMENT: USE OF NON-OWNED PREMISES

Nearly all clubs and districts regularly use third-party premises for Kiwanis-family events. The owner may be legally responsible for the safety of its location, but the safety coordinator should look for potential hazards. For example:

- Overcrowding of meeting rooms.
- Inadequate or poorly marked fire exits.
- Extension cords located to create trip and fall hazards.
- Outdoor locations in which the footing is uneven or hazardous.
- Food service that exposes the public to hot cooking or serving equipment.
- Insufficient sanitation for food preparation.
- Wet flooring.

These are common occurrences in many Kiwanis-family activities — but the list is by no means complete. To ensure thoroughness, all premises used should be inspected periodically.



CLAIM REPORTING

All potential claims must be reported to the insurance carrier. The safety coordinator should obtain all details related to the claim. Pertinent details include:

- Date, time and place.
- Name and address of injured party or person whose property was damaged.
- Extent of injury or damage as it may appear at the time.
- Name(s) and address(es) of witness(es).
- A brief statement of circumstances (e.g., what happened, how it happened).
- Photographs of damage, if possible.

All claims should be reported — no matter how minor they may seem. The insurance carrier is the best judge of the merits of claims, and it should have the opportunity to investigate and evaluate each occurrence.

All claims, or occurrences that might lead to claims, should be reported promptly to:

MAIL Hylant
ATTN: Claims Department
4 Carter Green, Suite 300
Carmel, IN 46032

PHONE 1-800-678-0361, ext. 15153
or +1-317-817-5153

FAX +1-317-817-5151 (fax)

EMAIL commercialclaims@hylant.com

ESSENTIAL STEPS FOR THE SAFETY COORDINATOR

1. Be familiar with the liability insurance program.
2. Educate your club.
3. Be involved in planning of activities and events.
4. Look for potential hazards.
5. Transfer risk to others wherever possible through a hold-harmless agreement, and request insurance certificates to ensure the financial responsibility of the party or firm who agrees to hold Kiwanis harmless.
6. Use pre-event safety inspection report, pages 17–20.
7. Report incidents promptly and completely, pages 27-28.
8. Remember: The insurance is there to protect your club.

KIWANIS INTERNATIONAL PRE-EVENT SAFETY INSPECTION REPORT

Please ensure this checklist is completed 24 hours prior to the event. If hazards are identified, please document and notify the building/property owner. Within two hours of the event start time, all volunteers should meet to discuss emergency plans for any type of natural disaster.

Safety coordinator name _____

Club name/district _____

Event _____

Event location _____

Address _____

Date_____Time of inspection _____ a.m. / p.m.

IMPORTANT NOTE: If contracting with a service provider, such as a carnival, circus, concert, air show, rodeo, talent show, etc., you must secure a certificate of insurance from the provider prior to the event. This certificate should evidence commercial general liability insurance, with limits of not less than US$1million combined single limit, bodily injury and property damage, and naming Kiwanis International and the local Kiwanis club(s) as additional insureds. (Form can be found at kiwanis.org/liability.)

Prior to the event, gather the following information:

1. Is anyone a first responder? Name _____

   Contact Information _____

2. Location(s) of any available Automated External Defibrillators (AEDs) _____

3. Has anyone been injured here before? If yes, what measures were taken to prevent the same in the future?

_____

GENERAL INFORMATION		YES	NO	N/A	COMMENTS/ABATEMENT
Event kit available containing:					
1.	Fire extinguisher	☐	☐	☐	
2.	First aid kit	☐	☐	☐	
3.	Cord covers	☐	☐	☐	

A.	GROUNDS INFORMATION	YES	NO	N/A	COMMENTS/ABATEMENT
A1.	Are parking areas, walkways, stairs, driveways, etc., free from conditions that may cause injury?	☐	☐	☐	
A2.	Is exterior lighting adequate in all areas?	☐	☐	☐	
A3.	Are adequate waste and recycling containers provided?	☐	☐	☐	
A4.	Are emergency phone numbers updated and available?	☐	☐	☐	
A5.	Has the local fire department been notified of this event?	☐	☐	☐	
A6.	Are all cords/wires properly secured?	☐	☐	☐	
A7.	Are portable tanks properly labeled and stored?	☐	☐	☐	
B.	**INFLATABLE EQUIPMENT**	**YES**	**NO**	**N/A**	**COMMENTS/ABATEMENT**
B1.	Are all inflatables (e.g., bounce house) anchored?	☐	☐	☐	
B2.	Are the rules posted?	☐	☐	☐	
B3.	Are workers/volunteers present at all times?	☐	☐	☐	
B4.	Vendor certificate of insurance obtained, as noted on p. 22?	☐	☐	☐	
C.	**CARNIVAL RIDES**	**YES**	**NO**	**N/A**	**COMMENTS/ABATEMENT**
C1.	Is access to rides restricted while in use?	☐	☐	☐	
C2.	Are the rules posted?	☐	☐	☐	
C3.	Are workers/volunteers present at all times?	☐	☐	☐	
C4.	Vendor certificate of insurance obtained, as noted on p. 22?	☐	☐	☐	

D.	ANIMAL INTERACTIONS	YES	NO	N/A	COMMENTS/ABATEMENT
D1.	Are all animals contained and blocked from access?	☐	☐	☐	
D2.	Are the rules posted?	☐	☐	☐	
D3.	Are workers/volunteers present at all times?	☐	☐	☐	
D4.	Vendor certificate of insurance obtained, as noted on p. 22?	☐	☐	☐	
E.	**FOOD**	**YES**	**NO**	**N/A**	**COMMENTS/ABATEMENT**
E1.	Is all food properly stored?	☐	☐	☐	
E2.	Is all food properly labeled?	☐	☐	☐	
E3.	Are grease filters in the vent hood provided and operable?	☐	☐	☐	
E4.	Are workers who handle food wearing gloves at all times?	☐	☐	☐	
E5.	Have all equipment/cords been secured properly?	☐	☐	☐	
E6.	Are workers/volunteers present at all times?	☐	☐	☐	
E7.	Are fire extinguishers accessible in food service areas?	☐	☐	☐	
E8.	Is cooking equipment clean? Cleaning frequency: _____	☐	☐	☐	
E9.	Do all cooking areas restrict access from the public?	☐	☐	☐	
F.	**PARADES**	**YES**	**NO**	**N/A**	**COMMENTS/ABATEMENT**
F1.	Are barricades in use to identify parade routes?	☐	☐	☐	
F2.	Are workers/volunteers present to direct parade traffic?	☐	☐	☐	
F3.	Has the local fire department been notified of street/road closures?	☐	☐	☐	

G.	VEHICLES	YES	NO	N/A	COMMENTS/ABATEMENT
G1.	Are any all-terrain vehicles being utilized?	☐	☐	☐	
G2.	Are routes designed to prevent any vehicles from traveling in reverse?	☐	☐	☐	
G3.	Are routes designed to restrict crossing paths with pedestrians?	☐	☐	☐	
G4.	Are seat belts available and in use at all times?	☐	☐	☐	
G5.	Are current insurance documents available for all vehicles?	☐	☐	☐	
G6.	Is a driver list available for each vehicle?	☐	☐	☐	
G7.	Does each driver have a valid and unexpired driver license?	☐	☐	☐	
G8.	Does every driver know to inspect the vehicle on all sides prior to moving it?	☐	☐	☐	
G9.	Are fire extinguishers readily available and operable near or on all vehicles?	☐	☐	☐	
H.	**FIREWORKS**	**YES**	**NO**	**N/A**	**COMMENTS/ABATEMENT**
H1.	Will only licensed pyrotechnicians ignite fireworks?	☐	☐	☐	
H2.	Is the crowd properly partitioned from flammable/ explosive material?	☐	☐	☐	
H3.	Is the crowd kept at a safe distance from debris and errant launches?	☐	☐	☐	
H4.	Who is responsible for crowd control?	☐	☐	☐	
H5.	Vendor certificate of insurance obtained, as noted on p. 22?	☐	☐	☐	
I.	**ITEMS NOT OTHERWISE NOTED**	**YES**	**NO**	**N/A**	**COMMENTS/ABATEMENT**
I1.		☐	☐	☐	
I2.		☐	☐	☐	

REVIEWED & APPROVED BY SAFETY COORDINATOR Date _____

_____ _____

Printed name Signature

For Reference Guide to this Safety Inspection Report, refer to online version found at kiwanis.org/liability.

GENERAL LIABILITY RISK MANAGEMENT TECHNIQUES

for Kiwanis International and its member clubs, divisions and districts

GENERAL

The purchase of commercial insurance is frequently the first choice as a method for providing financial protection against accidental losses. However, there are a number of alternative methods of protection which can also be used to protect your local club, Kiwanis International and your commercial general liability insurance program from unnecessary lawsuits. The following paragraphs outline several of these alternative methods, each of which is available to Kiwanis International and its member clubs.

The guiding principle behind all of these alternatives is the transfer of exposure to loss and/or payment of loss from Kiwanis International and the local club to others, whether they are facility or service providers (property owners, contractors, subcontractors, promoters, performers) or participants.

STANDARD CONTRACT

Clubs frequently use facility and service providers in the course of fundraising and service activities. Such situations can present a substantial exposure to loss. The guiding principle here should be the transfer of loss exposure to the provider of the facilities or the person performing the activity from which the exposure arises. We suggest member clubs consult with a local attorney to develop a standard contract which requires the outside provider of facilities or services to assume all liability arising from the event. The contract or agreement should be in writing and should include the following provisions:

1. A hold-harmless provision whereby the operator/ provider/ performer agrees to hold Kiwanis International and its member clubs harmless from any and all claims for liability for bodily injury or death resulting from the event, or for damage to property of others which might arise from the event.
2. The operator/provider/performer should be required to furnish the Kiwanis club, as the event sponsor, prior to the event, evidence of liability insurance to cover any claim that might arise, with a combined single limit of not less than US$1 million per occurrence bodily injury and property damage. Such evidence shall be in the form of a standard certificate of insurance.
3. The certificate of insurance issued by the operator/ provider/performer should show Kiwanis International and your local club named as additional insureds on the general liability insurance policy.
4. The certificate of insurance should indicate that the insurance covers all premises and operations that will be involved in the event, as well as products liability insurance for any equipment to be furnished or any food products or services sold by the operator during the event.
5. Finally, be certain the certificate indicates that 30 days prior written notice of cancellation or material change in the insurance is provided to Kiwanis International and your club, and that this obligation is a firm obligation of the insurance company issuing the certificate.

HYLANT CERTIFICATES OF INSURANCE

As noted above, it is essential to obtain certificates of insurance when conducting an event that utilizes facilities or services provided by outsiders. These certificates should be reviewed to determine validity, coverage, exclusions and limits of liability.

Any deficiencies such as expired coverage and/or exclusion of performed activities and/or insufficient limits of liability may result in Kiwanis International and your club absorbing an unnecessary loss. The bargaining power of Kiwanis International should allow effective contractual transfer through the use of standard contracts and certificates of insurance.

WAIVER OF RESPONSIBILITY

Another method of transferring your exposure to loss is the use of a waiver of responsibility. In consideration for the opportunity to attend or participate in a Kiwanis-sponsored event, the participant/attendee signs a waiver of responsibility form, which constitutes an informed relinquishing of the known legal right to sue Kiwanis International. As a result of the execution of this form, Kiwanis International has had a potential liability and exposure to loss minimized. This approach should be used for any event that involves participants, such as foot races, motor vehicles races of any type, sporting events, air shows, etc.

HOLD-HARMLESS AGREEMENTS

This method is a contractual commitment whereby a facilities/service provider, participant or attendee agrees to hold Kiwanis International and your club harmless, and thus provide payment for losses that occur as a result of activities specified by the contract.

The hold-harmless agreement is normally incorporated into the body of a standard contract and/or the waiver of responsibility.

When this type of arrangement is used, it is imperative that a certificate of insurance be obtained from the service provider evidencing general liability coverage including contractual liability in order to be certain that the hold-harmless agreement is properly insured.

GENERAL LIABILITY INSURANCE

The purchase of commercial general liability insurance is a prime example of the contractual transfer of liability for payment of losses. In consideration of the premium paid, the insurer is obligated to pay claims on behalf of Kiwanis International after the occurrence of specified losses. This coverage is our primary line of defense, but by using the methods outlined above, we can effectively reduce our potential for loss and thereby prevent our own insurance from being subjected to unnecessary liability insurance claims.

The combined effects of the use of standard contracts that clearly define responsibility/liability, certificates of insurance (see below), waivers of responsibility and hold-harmless agreements aid in the process of shifting exposure/liability from Kiwanis International to the appropriate parties generating the risk. It is equally important that Kiwanians not sign contracts, waivers or hold-harmless agreements that result in the assumption of liability by their club or by Kiwanis International. It is understood that this is not always possible, but as a general rule, such assumptions of liability should be avoided whenever possible.

In order for our present insurance to apply to club events that involve the use of contractors, promoters or other service providers who conduct activities or events on our behalf, the local sponsoring Kiwanis club must first obtain a certificate of insurance from the contractor, promoter or service provider, hereafter known as "vendor."

This procedure applies any time a service is provided to Kiwanis by someone or an organization that normally would derive income from such a service as part of their normal business.

Examples of events subject to this procedure include, but are not limited to: carnivals, circuses, concerts, air shows, rodeos and talent shows.

Note that the vendor's certificate of insurance must be secured prior to the club event.

PART 1: Instructions for request form

This form is to be completed by a representative of the Kiwanis club, district or foundation sponsoring the Kiwanis event. Provide the completed form to the vendor/service provider to send to their insurance agent or insurance company for fulfillment prior to the club event. Information required to complete the certificate of insurance request form is below.

Vendor information Enter the name of the vendor/service provider, contact person, complete mailing address, contact fax number, and contact email address.

First additional insured: Kiwanis International
Do not change or amend.

Second additional insured: Club Information
To be completed by a representative of the Kiwanis club, district or foundation sponsoring the Kiwanis event.

Kiwanis event/continuous service

a. To be completed by a representative of the Kiwanis club, district or foundation sponsoring the Kiwanis event.

b. The information necessary to complete the section is:

   i. Name of the event or continuous service description.
   ii. Date of the event (include set up/tear down).
   iii. Event location.
   iv. Special instructions (if any).

This certificate from the vendor should evidence commercial general liability insurance with:

a. Kiwanis International and the local Kiwanis club(s) named as additional insureds.

b. Limits of not less than US$1 million combined single limit, bodily injury and property damage.

c. Statutory worker's compensation coverage on the contractor's/promoter's/service provider's employees.

HOW AND WHEN TO USE THE AFFIRMATION AND LIABILITY RELEASE FORM FOR GENERAL LIABILITY CLAIMS

Since 1972, Kiwanis International has provided a program of general liability insurance for its local clubs and their members. The purpose of this insurance is to protect Kiwanis clubs against claims for bodily injury or property damage caused by the negligence or the wrongful actions of a club member during a Kiwanis activity or event.

However, because of the highly litigious nature of our society, claims have been filed, in the past, against Kiwanis clubs for simple accidents that occur during an event even though the accident was not in any way caused by Kiwanis. Certainly if someone is injured due to the negligence of a Kiwanian, Kiwanis should be held accountable, but frivolous claims have been filed under this insurance for accidents incurred for which no one is to blame.

After many years of study and working with the insurance company to resolve this problem, the Kiwanis Board of Trustees, together with the Kiwanis insurance advisor and legal counsel, is recommending to all local clubs the use of a Waiver of Liability form.

The purpose of this form is to require people to take responsibility for their own actions and to assume the risk of foreseeable injuries when they voluntarily participate in a Kiwanis event. We are requesting that every local club ask each participant in an athletic event to sign a Waiver of Liability. The forms should be retained, on file, by your club for a period of two years following the event. This form is designed to cover participatory events such as:

1. Marathon or 10K races.
2. Basketball, football, and various leagues and tournaments.
3. Bike-A-Thon and Walk-A-Thon events.
4. Tennis and golf tournaments.
5. Baseball leagues and tournaments.

Kiwanis has determined that there is a foreseeable risk of injury as a participant (not a spectator) in these types of athletic events and that this risk should not be borne by Kiwanis as sponsor, but by the participant.

INSTRUCTIONS FOR USE

1. This sample liability release is intended to serve only as an example to assist your attorney in drafting one appropriate for your event. It may need to be modified to meet the specific needs of your event or your local laws. Neither Kiwanis International nor Hylant accepts any responsibility for your failure to seek competent legal advice prior to using this document.
2. A release of liability is only valid when it is an informed release. Therefore, you should supply written information to each participant concerning the hazards and risks inherent in your event. They should acknowledge receiving, reading and understanding it in writing, and this acknowledgment should be kept on file with the affirmation and liability release.
3. It is critical that all individuals signing the release be of legal age in your jurisdiction or have the co-signature of parents or guardians. Whenever in doubt about the age of an individual, ask for proper proof of age. A release improperly signed by a minor is worthless.
4. Please refer any questions to your attorney. Since local laws vary, neither Kiwanis International nor its insurers can give you specific advice about how to proceed.



SAMPLE: AFFIRMATION AND LIABILITY RELEASE FORM FOR GENERAL LIABILITY CLAIMS

I, _____, hereby affirm that I have been well advised and thoroughly informed of the inherent hazards and policies of the event. I know that participating in a (type of event) is a potentially hazardous activity.

I should not participate unless I am medically able. I hereby personally assume all risks associated with my voluntary participation in this event for any harm, injury or damage that may befall me as a result of my participation, whether foreseen or unforeseen, including but not limited to (list incidents most likely to occur in the specific event).

I understand and agree that neither Kiwanis International nor _____ club located in the city of _____ and state of _____ may be held liable in any way for any occurrence in connection with my participation in (name of event) that may result in injury, death, or other damages to me or my family, heirs, or assigns, and in consideration of being allowed to participate in this event, I hereby personally assume all risks in connection with said event for any harm, injury or damage that may befall me, including all risks connected therewith, whether foreseen or unforeseen; and further to save and hold harmless said event and persons from any claim by me, or my family, estate, heirs, or assigns arising out of my participation in this event.

I further state that I am of lawful age and legally competent to sign this affirmation and release, or that I have acquired the written consent of my parents or guardians; that I understand the terms herein are contractual and not a mere recital; and that I have signed this document of my own free will.

It is my intention by this instrument to exempt and release Kiwanis International and _____ club from all liability whatsoever for personal injury, property damage or wrongful death arising out of or in the course of my participation in this event.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AFFIRMATION AND RELEASE BY READING IT BEFORE I SIGNED IT.

_____ _____

Signature of participant Date

_____ _____

Signature of parents or guardians where applicable Date

SAMPLE

SAMPLE: HOLD-HARMLESS AGREEMENT

INSTRUCTIONS FOR USE

1. Kiwanis International requires that local clubs obtain a hold-harmless agreement from contractors and service providers in most instances. (Refer to the risk management program for Kiwanis International.) This sample wording is provided in order to give your attorney a starting point in drafting language appropriate for your specific circumstances. The drafting of a contract is a complex matter, and neither Kiwanis International nor Hylant can accept any responsibility for the use of this language without review by your attorney.

2. Your basic contract with contractors and service providers should contain the hold-harmless agreement. A separate hold-harmless agreement is confusing at best and may well be voided by the merger provision of your basic contract.

3. The degree to which one party can hold the other party harmless varies, depending on the nature of the activity and local law. However, you can almost never be held harmless for your own gross negligence or recklessness. Be sure to have your attorney review your agreement to be sure it does not go too far.

SAMPLE WORDING FOR A HOLD-HARMLESS AGREEMENT

Contractor/service provider agrees that it will indemnify and hold harmless Kiwanis International and _____, a Kiwanis club, from and against all losses, claims, suits or other legal liability and legal expenses of any nature imposed upon or brought against them by reason of any act or omission of the contractor/service provider or its agent or employees in the course of performing the work of providing the services that are the subject of this contract.

SAMPLE

SAMPLE: WAIVER OF SUBROGATION

This agreement is between _____, a Kiwanis club and _____,

an owner or lessor of property located at _____.

Whereas the Kiwanis club wishes to use the property for an event to be held on or around

_____; and whereas owner/lessor wishes to make the premises available for their use;

Therefore, in consideration of the exchange of promises contained herein and other valuable consideration,

the Kiwanis club and owner/lessor agree as follows:

1. Owner/lessor agrees to waive all rights of subrogation against Kiwanis International, the Kiwanis club and their insurers for damages to the premises to the extent that such damages are covered by the owner's/lessor's insurance or would have been covered but for the application of a deductible.
2. Kiwanis club agrees to waive all rights of subrogation against owner/lessor and its insurers for damages to property belonging to the Kiwanis club or its members to the extent that such damages are covered by the Kiwanis club's or member's insurance or would have been covered but for the application of a deductible.
3. This agreement is separate and distinct from any other lease or other agreement regarding or relating to the use of the premises. It is expressly agreed that this Agreement is not a part of the consideration offered under any other agreement, and that no merger clause of any other agreement shall serve to extinguish this separate and distinct agreement.

Signed this day of _____ _____ _____ By: _____
Month Day Year

_____ _____

For owner/lessor For Kiwanis club

SAMPLE

HOW TO REPORT A LIABILITY CLAIM

If you receive a letter of representation from an attorney or are served with a summons and complaint, immediately phone Hylant. These are time-sensitive documents and require special handling and immediate attention. Prompt reporting of occurrences is critical in keeping claim costs at a minimum.

Any serious bodily injury claims should be reported to Hylant by telephone or by fax (see the phone and fax numbers at right). General liability claims should be followed up with an incident investigation report form.

Less serious general liability claims should be reported using the incident investigation report form (page 31). The form should be completed with as much detail as possible, with a copy sent to Hylant at the following address and a copy retained for your files.

All potential directors and officers claims must be reported as soon as possible. It is not necessary to wait for a lawsuit to be filed — there is no penalty for reporting potential claims. However, if you are aware of legal action taking place, the carrier must know immediately. Quick action can reduce claim cost.

All general liability and directors and officers claims should be reported to:

MAIL Hylant
ATTN: Claims Department
4 Carter Green, Suite 300
Carmel, IN 46032

PHONE 1-800-678-0361, ext. 15153
or +1-317-817-5153

FAX +1-317-817-5151 (fax)

EMAIL commercialclaims@hylant.com



INCIDENT INVESTIGATION REPORT

CLUB INFO

Club name _____

Club president name _____ Key number _____

Address _____

Phone number _____ Email address _____

OCCURRENCE

Date of occurrence _____ Time _____ Date reported _____

Kiwanis event _____

Location _____

Name of injured party/owner of damaged property _____

Date of birth _____ Kiwanis member? YES / NO Occupation _____

Address _____

Phone number _____ Work phone number _____

Email address _____

Nature of injury _____ Medical treatment sought? ☐ Yes ☐ No

Medical provider/hospital Police/fire/paramedics _____

Police/fire/paramedics report number if applicable _____

DESCRIPTION

Describe clearly and in full detail what occurred. Include all materials, equipment and people involved (Why-What-Where-When-Who-How).

_____

_____

WITNESS

Witness name _____ Kiwanis member? ☐ Yes ☐ No

Address _____

Phone number _____ Email address _____

COMMENTS

_____

_____

REPORT BY

Name _____ Kiwanis member? YES / NO _____

Address _____

Phone number _____ Email address _____

DIRECTORS & OFFICERS LIABILITY INSURANCE

Your Kiwanis club may be exposed to lawsuits that could impact its ability to provide needed community service. Nobody expects to be involved in a lawsuit. But insurance is designed to protect against the unforeseen. In the U.S. and Canada, directors and officers liability insurance helps protect Kiwanis clubs, districts and members against such claims — so Kiwanians can concentrate on service and fellowship.

Kiwanis International's Directors and Officers Liability Insurance coverage for all clubs in the U.S. and Canada became effective November 1, 2015.

WHY COVERAGE MATTERS

D&O liability insurance protects the club, district and members against the costs of lawsuits. Just a few of the potential claims covered are employment practices liability (including accusations of discrimination, sexual harassment and wrongful termination), allegations of mismanagement of funds, failure to enforce bylaws and violation of state/ provincial and federal laws.

D&O liability insurance protects the club or district entity as well as directors and officers. It also includes committee chairs, other club members and even volunteers and employees. Thanks to the broad coverage, financial protection is extended to SLP clubs as well.

WHAT IS DIRECTORS AND OFFICERS LIABILITY INSURANCE?

It is coverage that:

- Provides protection for directors, officers, committee chairpersons, members and volunteers for liability arising out of the performance of their duties.
- Protects the personal assets of individuals.
- Protects club assets.
- Obligates the insurance company to provide a defense.
- Provides coverage for all members, not just board members.

POLICY HIGHLIGHTS

(includes employment practices)

- Broad definition of insureds, including coverage for directors and officers, employees, trustees and volunteers.
- Custom insured vs. insured language.
- Severability of Exclusions language.
- Non-Rescindable A-Side coverage.
- No intentional acts exclusion/limitation until final adjudication.
- Non-rescindable coverage for individual directors and officers.
- If one party must be excluded from a claim, other parties retain coverage.

WHAT DOES EMPLOYMENT PRACTICES LIABILITY INSURANCE DO?

- It protects against potential damages for events involving wrongful dismissal, harassment, discrimination, defamation and unfair hiring/firing practices (including volunteers).
- It provides defense costs associated with responding to related lawsuits.

D&O CLAIM REPORTING

All potential claims must be reported to the carrier as soon as possible. It is not necessary to wait for a lawsuit to be filed — there is no penalty for reporting potential claims. However, if you are aware of legal action taking place, the carrier must know immediately. Quick action can reduce claims cost.

Report claims to:

MAIL Hylant
ATTN: Claims Department
4 Carter Green, Suite 300
Carmel, IN 46032

PHONE 1-800-678-0361, ext. 15153
or +1-317-817-5153

FAX +1-317-817-5151 (fax)

EMAIL commercialclaims@hylant.com

INCLUDE THE FOLLOWING INFORMATION

- Your name.
- Your club/district and your club key number, if applicable.
- Your phone number.
- Your email.
- Date you became aware of the potential claim.
- Details of the potential claim, including dates and persons involved.
- Contact information of a third-party law firm, if one is involved.
- Any documents, such as a letter from an attorney or a formal charge.

D&O LOSS PREVENTION

The key to effective loss prevention with the Directors and Officers Liability program can be summed up with a few basic principles:

- Consistency.
- Transparency.
- Reasonableness.
- Fairness.

A robust loss-prevention program is essential to the Kiwanis family of clubs, districts, foundations and SLPs. Failing to protect the integrity of our mission might be costly.

AN EFFECTIVE LOSS PREVENTION PROGRAM WILL:

- Protect the name and integrity of your club in the community.
- Aid in minimizing the cost of any losses that may occur.
- Promote the retention of strong leaders in our organization.
- Help attract potential Kiwanis members, officers and volunteers.

DUTIES

According to a study on loss prevention, there are three basic duties that directors and officers are subject to:

Duty of diligence

Duties of officers must be performed in good faith. Officers must act in the same manner as a reasonably prudent person would in their position.

Duty of loyalty

The interest of the organization is above that of any one individual. Decisions should be made in the best interest of the organization. Decisions that profit an individual are not in the best interest of the organization. Any conflict or appearance of conflict between an individual and the organization must be avoided or resolved.

Duty of obedience

Directors and officers must act within the scope of the club or district bylaws, as well as jurisdictional laws.

A few practical steps should be considered within the club/ district/foundation boards:

Get educated! As new officers join the board, participate in the training offered by the district or Kiwanis International. It is important to understand not only the position, but the bylaws as well.

Encourage board meeting attendance. Having good attendance improves communication, develops strong consensus, and will go a long way to avoid conflict.

Document! Minutes from the board meeting should be produced on a regular basis and distributed accordingly.

Avoid conflict of interest. In a situation where there may be a conflict of interest between the board's decision and any individual board member, that board member should step aside from that discussion and from the vote. Even better, avoid decisions that may benefit any member or member's interests.

Provide consistency. By the very nature of our clubs, there is likely to be turnover in membership from year to year. Make sure meeting notes and records are transferred to the new boards.

Be inclusive. Avoid controversial or offensive topics. Use the "reasonable person" standard for decisions. Involve as many people as possible in all decisions.

CLAIM EXAMPLES

Employment practices claim

An elderly member was asked to stop driving for a club's meals on wheels service. It had been observed that his driving skills had materially diminished after a recent illness. The member claimed age discrimination and petitioned a court to be reinstated as a volunteer driver. The average claim size for a discrimination suit is approximately US$250,000.

D&O claims

On their websites, banners, newspaper advertisements and fliers, a Kiwanis club includes the logos of many organizations and sponsors of the event. A large group of volunteers came from one particular employer, so the employer's logo was included in appreciation. The employer sued the club for an injunction and monetary relief for alleged misuse of trademarked property and violation of intellectual property rights. Similar claims have accrued settlement and defense costs of over US$400,000. (See Typical Questions and Answers About Directors & Officers Insurance on page 34.)

TYPICAL QUESTIONS AND ANSWERS ABOUT DIRECTORS & OFFICERS INSURANCE

1. **Are districts and club foundations covered under this program?**
   Directors and officers coverage applies to subsidiaries of clubs and districts. SLP entities of clubs and districts are also covered.

2. **How does our club or district enroll for this coverage?**
   No action is necessary. Your club is automatically covered.

3. **Will certificates of insurance be available for this coverage?**
   Certificates of insurance do not apply to D&O coverage as it is for the benefit of the club. The coverage would not extend to third parties, so proof of insurance is not necessary.

4. **Who within our club or district is covered by D&O insurance?**
   Executives (including directors, officers, and committee members), employees, and volunteers (including members) of clubs and districts who are acting within their capacity of the Kiwanis entity.

5. **Are nonmember volunteers covered as well?**
   Yes, non-member volunteers are covered while acting in their capacity with a Kiwanis entity.

6. **Our club previously had D&O insurance through a local agent. Can we continue that coverage?**
   Your club may continue its previous policy. However, this coverage was intended to replace all other D&O policies. If your club continues with its previous policy, that policy would be primary for any claim. The new Kiwanis program is a "group" program and the club is automatically covered, so there is no opt-out. If your club chooses to keep its previous coverage, you should consult the "other insurance clause" of your policy.

7. **Many of our members sit on boards of other not-for-profit organizations. Will the Kiwanis D&O policy protect those individuals while serving on other boards?**
   Yes, coverage in excess of what is provided by the other non profit is available for members while serving on the board of another 501(c)(3) organization with the knowledge and consent of or at the request of Kiwanis.

8. **Is sexual harassment covered under the D&O policy?**
   Claims for sexual harassment are covered under the Employment Practices portion of the Directors and Officers Liability policy. (Allegations of sexual abuse and molestation are covered under the General Liability policy. See Typical Questions and Answers for General Liability p. 7, question 16.)

9. **How do we pay the premium for D&O coverage?**
   Kiwanis International pays the premium with insurance program fees collected through the annual billing. Districts make a specific contribution to the cost.

10. **Is there a deductible for this coverage?**
    There is no club or district deductible. Kiwanis International funds a US$200,000 deductible/retention per claim for this coverage. If Kiwanis International and the insurer recommend settling a claim and the local club or district refuses to settle, the additional claim costs will be the responsibility of the local club or district.

11. **How do we report a claim?**
    Claims should be reported to Hylant, the Kiwanis International insurance broker, at 1-800-678-0361, ext. 15153, or email commercialclaims@hylant.com. All potential claims must be reported to the carrier as soon as possible. This policy has a duty to defend the club and legal counsel will be assigned by the carrier.

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