

NATIONAL GENERAL LIABILITY INSURANCE PROGRAM 2018 - 2019

GENERAL

The Boy Scouts of America has a program of comprehensive general liability insurance that covers the National Service and all local councils on a worldwide basis. This program is composed of self-insurance and umbrella liability insurance provided by a number of companies. The first **\$1,000,000** of coverage is through a policy issued by Old Republic Insurance Company and is self-insured by the BSA. The second \$9,000,000 of coverage is also through a policy issued by Old Republic and is self-insured as well.

The provisions of the policy apply to liability exposures of local councils, chartering organization and volunteers. Malpractice, non-owned aviation, maritime liability, and employment practices liability are included in the BSA's general liability insurance program, but claims arising out of liability for the operation, use, and maintenance of aircraft as well as owned, non-owned and leased vehicles of local councils are still excluded (see "EXCLUSIONS/EXCEPTIONS"). Liability coverage for boating activities is limited. Scouting youth are not insured under the commercial general liability policy

This is a legal liability policy only and does not provide "medical payments" or "accident" insurance that pays medical expenses regardless of fault. First aid expenses, not paid by other insurance, incurred within the first 24 hours immediately following an injury will be considered for payment.

The general liability policy does not provide indemnification or defense coverage to those individuals who commit intentional and/or criminal acts. The Boy Scouts of America does not have an insurance policy which provides defense for situations involving allegations of intentional and/or criminal acts.

Unauthorized and Restricted Activities

The Boy Scouts of America general liability policy provides coverage for a bodily injury or property damage claim that is made and arises out of an **Official Scouting Activity**.

The Guide to Safe Scouting contains a listing of Unauthorized and Restricted Activities. Unauthorized activities are not considered **Official Scouting Activities**. Volunteers (registered and unregistered), Units, Chartered Organizations and Local Councils are jeopardizing insurance coverage for themselves and their organization by engaging in unauthorized activities. PLEASE DO NOT PUT YOURSELF AT RISK.

NAMED INSURED

The Boy Scouts of America, all local councils, and Learning for Life.

PERSONS OR ENTITIES INSURED

The unqualified word insured includes:

- a. The following are clause (a) insureds:
 1. The Named Insured named in the Declarations of this policy;
 2. Any **Scout Professional**;
 3. Employees of Boy Scouts of America, local Scout Councils, Learning for Life but only while in the course and scope of their duties as Employees;
 4. **Registered Volunteers** of Boy Scouts of America, but only while participating in an **Official Scouting Activity** and in the scope of their duties as such;
 5. **Registered Participating Volunteers** of Learning for Life, but only while participating in an **Official Learning for Life Activity** and in the scope of their duties as such;
 6. **Chartered Organizations**;
 7. **Participating Organizations**.
- b. The following are clause (b) insureds:
 1. All other **Employees** not included in paragraph (a) 2. and 3. above;
 2. **Units**;
 3. any **Volunteers** not included in paragraph (a) 4. above while participating in an **Official Scouting Activity** or **Official Learning For Life Activity**, and in the scope of their duties as such; whether or not registered with the Boy Scouts of America or Learning for Life;
 4. any Participating Volunteers not included in paragraph (a) 5. above, while participating in an Official Learning for Life Activity and in the scope of their duties as such; and
 5. any Association, Federation, or Joint Venture of the local Boy Scouts of America Councils formed to provide inter-council Boy Scout of America programs or council property management.
- c. any person, organization, trustee, estate or governmental entity to whom or to which the Named Insured is obligated, by virtue of any contract or by the issuance or existence of a permit or certificate of insurance, to provide insurance such as is afforded by this policy, but only with respect to operations by or on behalf of the Named Insured or to facilities of, or facilities used by the Named Insured and then only for the limits of liability specified in such contract, but in no event for limits of liability in excess of the applicable limits of liability of this policy.
- d. any **Scout Professional** as defined herein and any **Unit** with respect to the use of a non-owned **Automobile** in the Scout activities of the Named Insured or any Unit; the donors, loaners or owners of non-owned **Automobiles** while being used in the Scout

activities of the Named Insured or any **Unit**, except for owners of a non-owned vehicle that are for-hire carriers of passengers.

- e. any **Learning for Life Executive** as defined herein and any **Unit** with respect to the use of a non-owned **Automobile** in the Learning for Life activities of the Named Insured or any Unit; the donors, loaners or owners of non-owned **Automobiles** while being used in the Learning for Life activities of the Named Insured or any Unit, except for owners of a non-owned vehicle that are for-hire carriers of passengers.
- f. Donors or owners of water craft, vehicles or equipment other than **Automobiles** except aircraft, while being used in the **Official Scouting Activities** of the Named Insured or any Unit.
- g. Donors or owners of water craft, vehicles or equipment other than **Automobiles** except aircraft, while being used in the **Official Learning for Life Activities** of the Named Insured or any **Unit**.

LIMIT OF LIABILITY

\$1,000,000 per occurrence, bodily injury and property damage, plus umbrella liability limits of at least \$9,000,000.

COVERAGE (Worldwide)

The policies cover damages that the insured shall become legally obligated to pay to third parties because of bodily injury or property damage caused by an occurrence arising out of or in the course of official BSA or Learning for Life functions and activities.

The following liability coverages are provided:

- Premises-operations
- Completed operations/products
- Blanket contractual
- Personal injury
- Property damage
- Malpractice: incidental, medical, legal, engineer, and architect
- Non-owned, owned and leased autos (volunteers' vehicles excess of automobile limits)
- Employee benefits liability
- Protection and indemnity (watercraft)
- Non-owned aviation
- Employment practices liability (\$1,000,000 per occurrence limit/**\$12,500** deductible to the local council)

Councils must fund the first \$1,000,000 per occurrence for owned automobile liability insurance and non-owned and leased car coverage for council employees. The potential liability involving the use of volunteers' automobiles is covered under the national program, but only as excess over the owner's insurance. Coverage is not provided for physical damage to any automobile used in connection with BSA, local council or Learning for Life activities.

Chartered organizations, participating organizations, and registered volunteers are provided primary coverage through the BSA general liability program, but not for automobile or maritime (boat) liability, which is only on an excess basis; the owner's automobile or maritime (boat) liability insurance is primary.

The BSA and Learning for Life require vehicles and boats used in the Scouting/Learning for Life programs to be insured by the owner.

AIRCRAFT

The general liability policy does not cover liability arising from the ownership or use of any aircraft owned or operated by or rented by the council, chartered organization, or participating organization. There is limited coverage for the non-owned aviation exposure.