

Message from Jerry Miller

Hi everyone

When I attended the CBH annual meeting this past January I was asked to find out about what our insurance covers. I talked to the NFAA insurance carrier, Mr. John Sadler and he was kind enough to set up a connection to the cbhsaa.org web site so that any of you that have questions about our clubs insurance policy could access the answers.

Please take the time to read this, and you will see one more reason why we as club members should belong to CBH/SAA, NFAA. If you aren't a NFAA member the liability policy will do nothing to protect you against a lawsuit. I have written numerous articles on why we need to belong to organized archery, and I will attempt to send one in to our editor in the next couple of months so you can see all the reasons for being an organized archer.

Jerry

FREQUENTLY ASKED QUESTIONS ABOUT NFAA INSURANCE

1. Does the Accident policy pay on a primary or excess basis?

The benefits provided under the NFAA Accident policy are "excess." What this means is that other collectable insurance, such as family health insurance, must respond first. In the event that there is no other collectable insurance, our Excess Accident policy pays for all of the benefits on a primary basis subject to the \$250 per claim deductible. In the event that there is other collectible insurance and it pays for 100% of the medical bills, the NFAA Excess Accident policy will not make any payment. On the hand, if there is existing insurance and it does not cover all of the bills, the NFAA Accident policy will pay the remainder of the bills subject to the \$250 deductible which disappears to the extent that the existing insurance has paid at least \$250.

2. Does the program provide Medical Expense coverage for accidents, which occur on club/shop property?

Yes, "Excess" Medical Expense coverage is provided to NFAA members during events and activities sanctioned by your club/shop or the NFAA.

3. Does the program cover non-NFAA members hurt on the range or at a club/shop function?

No, your "Excess" Medical Expense plan does not extend to non-NFAA members. However, your General Liability plan does provide Limited Medical Payments for "bodily injury" caused by an accident to someone other than a participant. See Coverage C Medical Payments in your General Liability policy.

4. If a club/shop hosts a tournament and an accident occurs, is the club/shop and its members covered against a suit filed by the injured party?

Yes, coverage should be provided to the host club/shop as long as the injury was accidental.

5. Suppose a club/shop member accidentally shoots a fellow member or a non-member, would coverage apply under the program?

As a general rule, coverage applies to club members when they are participating in sanctioned events on behalf of their clubs. If a member intentionally shoots someone, the resulting lawsuit will not be covered due to the "Intentional Injury" exclusion. If a club member accidentally shoots another participant in a competition, the resulting lawsuit may not cover the individual who shot the participant due to the "Participant vs. Participant" exclusion. However, the club itself would have coverage.

6. Would a club/shop member or non-club/shop member be covered if he/she shot an arrow from inside the club/shop property and hit someone outside the club/shop?

Coverage would not be extended to non-NFAA members. Coverage is provided to NFAA members as long as the shooting was accidental and it occurred during a club/shop or NFAA sanctioned event or activity.

7. Does the NFAA General Liability policy pay for property damage to our club's building, contents, or equipment? In addition, would it respond to damage to leased or borrowed equipment?

No, damage to such property is not covered by the NFAA's General Liability policy. If coverage is desired for you buildings, contents, or equipment, please contact either your local agent or Sadler & Company to receive a property insurance quote. As concerns leased or borrowed equipment, your local agent or Sadler & Company can provide a quote on that as well. As an alternative, when leasing equipment, you can always request that the rental company provide the insurance during the term of the rental.

8. What if a trespasser is injured on club/shop property?

If a trespasser is injured on your property, file a General Liability claim just as you would with any other injury. Let the claims administrator and the insurance carrier handle it from there. Any coverage provided will depend on the circumstances of the injury.

9. If a minor is left unattended by the parent/guardian, during a club/shop function, such as a tournament, and the minor is injured, would the club/shop be covered?

Yes, the club/shop should be covered.

10. When the club/shop holds functions, such as a monthly meeting, banquet or a booth, at a place other than their own range/shop, are they covered by the policy?

Yes, all events and activities sanctioned by clubs/shops or the NFAA should be covered unless specifically excluded in your policy.

11. Can we name our landlord or other party as an additional insured on our policy?

Yes. However, it is not necessary since Owners and/or Lessors of Premises and Sponsors or Co-Promoters are already endorsed onto your policy as Additional Insureds.

12. Is my landlord or additional insured covered for the same limits as my club/shop?

Yes. Should your landlord or additional insured be shot gunned into a lawsuit as a result of the alleged negligence of your club/shop, they will be provided coverage at the same limits.

13. I am a NFAA member and an officer of our club, which carries the club Liability insurance. I am involved in the decision making of our club. Am I covered under the General Liability policy?

Yes, you are covered by your General Liability and "Excess" Medical Expense policies. However, directors and officers often seek additional coverage provided by Directors & Officers insurance. Your General Liability provides coverage for "bodily injury" and "property damage", but often does not provide protection against the following lawsuits:

- Discrimination (age, race, sex, handicap)
- Wrongful dismissal, ejection or suspension of club/shop personnel or participants
- Acts beyond authority granted in by-laws
- Failure to deliver services
- Violation of state and federal laws (Anti-Trust, IRS, EEOC)
- Suspension of first amendment rights (speech, expression, etc.)
- Failure to properly manage club affairs A D&O policy covers certain lawsuits that arise out of actual or alleged wrongful acts in the running of a club.

14. My club/shop is not affiliated with the NFAA. Are we still eligible for this program?

No, you must be a member of the NFAA to participate in the insurance program.

15. I am a NFAA member of a NFAA club. I am on a hunting trip. Am I covered while I am hunting?

No.

16. In my shop, I repair archery equipment. If an individual is injured as a result of my repairs, will I be covered?

Yes, your General Liability policy provides Products And Completed Operations coverage in such an event.

17. Are cross bows covered under the Liability insurance?

Yes, your current General Liability does not exclude coverage for use of cross bows.

18. Does the policy provide Liquor Liability coverage?

Yes and no, if you are providing alcoholic beverages at no charge, your club or shop is provided Host Liquor Liability coverage as defined by your policy. If you sell alcoholic beverages, we recommend you do one of two things: First, you can purchase Liquor

Liability coverage by calling Sadler & Company and requesting a Liquor Liability Application.

Second, you can hire a bartending service and require they provide you with a Certificate of Insurance and name your club/shop as an additional insured.

DISCLAIMER: When determining whether coverage applies, each case must stand on its own set of unique facts. The answers provided in the FAQ represent a summary of possible outcomes. Only the policies themselves contain the applicable coverage's, limitations, and exclusions.