AMERICAN SAILING ASSOCIATION
Instructor’s Liability Summary of Insurance
Effective 1/1/2023-2024

Named Insureds
American Sailing Association (ASA) certified instructors while instructing individuals enrolled in an American Sailing Association approved program.

Covered Activities
Coverage is limited to ASA certified instructors while instructing individuals enrolled in an ASA approved program. For clarification, an ASA approved program includes power boat instruction.

Coverage Summary
General Liability: This coverage protects your business from claims arising from alleged bodily injury, personal injury or property damage liability. Coverage payments can include judgments, attorney fees, court costs, or other related expenses. Premises / Operations: This coverage is used to insure against claims arising out of your ownership, maintenance or use of premises including any operations that are in progress. Host Liquor Liability: This coverage is used to insure against claims arising from the serving of liquor at meetings or functions as long as you do not sell, manufacture or distribute alcoholic beverages as a business.

General Liability Limits
Each Occurrence - Bodily Injury and Property Damage: $1,000,000
General Aggregate per Instructor: $5,000,000
Personal and Advertising Injury Limit: $1,000,000
Products and Completed Operations Aggregate: $1,000,000
Damage to Premises Rented to You: $300,000
Premises Medical Expense (any one person): EXCLUDED
Participant Legal Liability: $1,000,000
Crisis Response: $25,000

Excess Liability Limits
Each Occurrence: $1,000,000
General Aggregate: $1,000,000
Self-Insured Retention: $0

Coverage Stipulations
1. Liability Waiver Use – There must be a system in place to collect waivers.
2. Personal Floatation Device (PFD) – Students must wear approved personal flotation device.
3. Coverage is written on an excess basis – The policy will be excess of any other collectible insurance.

Notable Endorsements
- Additional Insured – Owners and/or Lessor of Premises
- Additional Insured – American Sailing Association
- Lack of Valid Waiver – Limitation of Coverage
- Medical Payments Exclusion
- Abuse / Molestation Exclusion
- Damage to Any Vessel Used for Instructional Purposes Exclusion
- Watercraft and Powerboat Exclusion - Racing
- Player vs. Player Claims Exclusion
- Fireworks
- Racing, stunting or demolition

Underwriting Company
Scottsdale Indemnity Company / Rated A+ by A.M. Best Company
National Casualty Company / Rated A+ by A.M. Best Company

Coverage Territories
a) The United States of America (including its territories and possessions), Puerto Rico and Canada
b) International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a) above; or
c) All other parts of the world if the injury or damage arises out of:

1) Good or products made or sold by you in the territory described in a) above;
2) The activities of a person whose home is in the territory described in Paragraph a) above, but is away for a short time on your business; or
3) “Personal and advertising injury” offenses that take place through the Internet or similar electronic means of communication.

All suits must be brought in the United States.

How to Request a Certificate of Insurance
A certificate of insurance can be obtained by completing the following steps:

- Visit American Sailing Association’s website: http://www.asa.com
- A certificate of insurance is posted under the instructor’s section of the website under the liability insurance menu tab.
- For additional insured certificates, please contact ASA’s office for assistance.

How to File a General Liability Claim
When an injury, property damage or other accident occurs during an insured activity, an Incident Report Form should be completed and submitted to:

K&K Insurance
1712 Magnavox Way / PO Box 2338
Fort Wayne, Indiana, 46801
Phone: 800-237-2917 / Fax: 312-381-9079
Email: KK.Claims@kandkinsurance.com

If you are aware of an incident that may give rise to a liability claim under this policy or if you receive a legal summons or a letter from an attorney as a result of such an incident, please report this information immediately.

**Please keep a copy of all claim related documentation for claims handling purposes**

The information contained in this summary is intended to serve only as an outline for general understanding of your insurance and should not be construed as a legal interpretation of the insurance policies written. Reference should be made to the respective policies for complete details including terms, conditions, limitations and exclusions of coverage.

EPIC (Edgewood Partners Insurance Center)
5909 Peachtree Dunwoody Road, Suite 800
Atlanta, GA 30328
470.681.3003 (Telephone)
678.324.3303 (Fax)
sports.epicbrokers.com