



# Kiwanis®



## Club insurance resource guide



**2011–2012  
General liability risk  
management information**



# Providing protection for your club

At Kiwanis International, we understand that financial protection is an important component of a strong Kiwanis club. That's why we provide general liability insurance that's dependable and affordable.

We're pleased to present Kiwanis International General Liability Risk Management information for 2011–12 (policy period November 1, 2011–November 1, 2012).

Use this guide to make your general liability insurance a well integrated part of your club's operations. As you review the contents, you'll find important information about your club's coverage. 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 insurance is included with your club dues billing. If your club is in good standing, the fee (US\$12 per member) is already paid.**

In addition, please note these important facts:

- Directors and officers liability insurance, club accident insurance and crime insurance are not included with this general liability insurance program. Each of those coverage options can be purchased separately. Information about all three options was sent in the optional insurance resource guide in September.
- 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.

Please give this guide to your club's safety coordinator. If your club doesn't have a safety coordinator, appoint one as soon as possible. The position of safety coordinator is designed to help reduce potential risks during club activities. Reduced risk helps reduce insurance expenses—which keeps coverage like general liability insurance affordable for Kiwanis clubs.

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# You are covered



## Commercial general liability insurance

for Kiwanis International and its member clubs, divisions and districts

### GENERAL

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 which 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:**

#### Hylant Group

P. O. Box 40925

Indianapolis, IN 46280-0925

1-800-678-0361, ext. 15139 (U.S. only) or +1-317-817-5139

+1-317-817-5139 (CANADA)

### WHO IS INSURED

- Kiwanis clubs and members when involved in a Kiwanis activity
- Kiwanis club foundations
- Divisions
- Districts and district foundations
- Kiwanis International
- Kiwanis International Foundation
- Subsidiaries and affiliates

- Key Clubs and Circle K 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 Association
- Circle K Alumni Association

### LIMIT OF LIABILITY

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

### COVERAGE

This is a Legal Liability Policy and the following coverages are provided:

- Premises, operations, and activities
- Elevator liability
- Products and completed operations
- Owners and contractors protective
- Contractual liability
- Broad form property damage
- Personal injury coverage
- Fire legal liability
- Incidental malpractice
- Hired, rented and nonowned automobile liability
- Medical payments-third parties: \$5,000
- Members and volunteers: \$5,000
- Liquor liability

## 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 non-owned 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.**

- 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) is not covered.
- Liability arising out of the operation, use, or maintenance of any owned watercraft (except owned rowboats and canoes) or non-owned 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 well as 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.

## CERTIFICATES OF INSURANCE

Owners of premises and other facilities used by Kiwanis can be included as additional insureds as respects 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 Group will send the required certificate of insurance to the Kiwanis club upon request. Note that there is no additional charge or cost for requesting an additional insured certificate of insurance.

## 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 assure 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/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 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 the Hylant Group. 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:

**Hylant Group  
ATTN: Claims Department  
P. O. Box 40925  
Indianapolis, IN 46280-0925  
1-800-678-0361, ext. 15186; +1-317-817-5000 +1-317-817-5151 (fax)**

## TYPICAL QUESTIONS AND ANSWERS

**NOTE: (W) = Indicates Waiver of Liability form is strongly recommended of all participants.**

**(C) = Indicates certificate of insurance should be required of party with whom we are contracting.**

1. Q. Does the policy apply to food poisoning?  
A. Yes.
2. Q. Is there coverage for legal liability for damage to buildings rented or used by Kiwanis?  
A. **Only if damage is caused by fire, and then only for \$100,000 any one fire. (Canada, \$1 million limit)**
3. Q. 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?  
A. No.
4. Q. Is there liability coverage for operation of automobiles (including buses and trailers) hired by, rented by, or loaned to the Kiwanis organization?  
A. *Yes. The owner's insurance is primary, but this policy provides excess and contingent liability coverage for named insureds. Comprehensive and collision coverage, however, is excluded.*
5. Q. Is there coverage for automobiles owned by the Named Insureds?  
A. No.
6. Q. A Kiwanian is driving his/her car on Kiwanis business and strikes a tree damaging his/her car and injuring himself/herself. Is there any coverage under this policy?  
A. *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.*
7. Q. Is an injury caused by a Kiwanian or volunteer worker assisting on a Kiwanis project covered?  
A. *Yes, but only if there is legal liability resulting from negligence of a named insured.*
8. Q. Is there coverage for damage to Kiwanis-owned property?  
A. No.
9. Q. What about an injury to a participant in a sporting event or other activity sponsored by Kiwanis?  
A. *Such an individual is covered, but only if there is legal liability resulting from negligence of a named insured.*
10. Q. Are athletic events, carnivals, rodeos, circuses, horse shows, fireworks displays, picnics, parades, pancake days, dances, contests, and similar activities covered?  
A. *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 \$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)*
11. Q. Are club, division, district, and other Kiwanis meetings, including conventions covered?  
A. Yes.
12. Q. Are any workers' compensation benefits provided?  
A. No.
13. Q. 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/her services covered?  
A. *The policy includes coverage for injury arising out of the rendering of, or failure to render professional services by a physician, dentist, or nurse while employed by, sponsored, or donating his/her services to the named insured. Your club would be protected for its contingent liability for the doctor's acts. The doctor's own professional liability insurance would be primary. The policy provides "Incidental Malpractice" coverage and does not cover the doctor for his/her direct professional liability. The doctor should provide you with a certificate of insurance evidencing his/her own professional liability coverage. (C)*
14. Q. Will our club need additional insurance, and does this insurance coverage replace all kinds of insurance which are now purchased by every club?  
A. *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 non-owned watercraft under 50 feet in length. Additionally, this insurance will not replace health and accident insurance, worker's compensation, property, fidelity, loss of money, directors and officers liability, and other insurance in such special categories. Such insurance coverages, if desired, should be acquired by member clubs at the local level.*

*Note that medical payments coverage does not apply to athletic participants! (W)*

15. Q. Does the program provide medical payments for named insureds and third parties?
- A. *Yes, but the coverage is self-insured by Kiwanis International. Limits are \$5,000 for third parties, and \$5,000 for club members and volunteers.*
16. Q. Our club will sponsor an air show. How does the policy apply to this exposure?
- A. *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)*
17. Q. 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?
- A. *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.*
18. Q. If our club contracts with others to conduct a special event, does this policy protect us?
- A. *Yes. However, the contractor 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 \$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 **Kiwanis International Office for their permanent file.** (C)*
19. Q. Does our policy provide coverage for our club sponsoring a bungee-jumping event?
- A. *No. **Bungee jumping/runs and Velcro jumping/runs are specifically excluded under the policy.***
20. Q. Are district and club foundations of affiliated or sponsored organizations operated or controlled by local clubs covered?
- A. *Yes.*
21. Q. Occasionally, our club has the assistance of nonmember volunteers in our activities. Are these people covered?
- A. *Yes, but only 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.*
22. Q. Does this policy provide coverage for claims arising out of the sale of alcoholic beverages?
- A. *Yes, the policy provides both host liquor liability and liquor liability coverages.*
23. Q. How does our club enroll for this insurance?
- A. *No enrollment forms or any action on your part is necessary. All clubs and members are automatically covered.*
24. Q. How do we pay our premium?
- A. *The club pays its premium at the same time as the annual billing for club dues.*
25. Q. 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?
- A. *No. All other insurance requirements must be arranged for locally.*
26. Q. Our club engages in many activities involving young children. Is there any coverage in our program to protect us against allegations of sexual abuse or molestation?
- A. *Yes. **Sexual abuse and molestation** are covered under the policy.*
27. Q. Our club sponsors and members also participate in sporting events such as baseball, basketball, football, and hockey. Are these and similar activities covered?
- A. *Yes, when there is legal liability as a result of negligence of a named insured. However, there are no provisions for blanket medical payments coverage for athletic participants. (W)*
28. Q. Does this coverage apply to club-sponsored events such as snowmobile races, motorcycle races, drag races, and other similar activities?
- A. *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 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/her own negligence.***

*Otherwise, your club will have to purchase a separate policy through a local agent or broker specifically covering the racing event. (W,C)*

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

A. *Anyone volunteering services to Kiwanis is covered while using an automobile not owned or hired by Kiwanis to transport people on Kiwanis business. Anyone who furnishes that car also is covered. The insurance provided by this policy is excess over any other valid and collectible insurance.*

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

A. *Yes, coverage does apply to liability arising out of the ownership, operation, maintenance or use of any nonmotorized watercraft under 50 feet owned by the Kiwanis club. Further, liability arising out of the use of watercraft under 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)*

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

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

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

A. *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.*

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

A. *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.*

34. Q. 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?

A. *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 where our standard certificate of insurance will not satisfy requirements, please contact*

*Hylant Group at 800-678-0361, ext. 15139 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 Group.*

35. Q. Occasionally our club is approached by professional promoters desiring 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?

A. *Your club will have coverage, but you must require the promoter to furnish a certificate of insurance for not less than a \$1 million combined single limit which 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 #18) (C)*

36. Q. Our Kiwanis club and another service club have been asked by the local town council to take over 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?

A. *Your club is protected by the Comprehensive 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 Comprehensive 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.*

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

A. *No. Policy specifically excludes coverage for property in your care, custody or control, such as golf carts.*

38. Q. Our club occasionally parks cars at local special events as a fundraiser. Is this covered by the Kiwanis Insurance program?
- A. *If the lot is not a controlled lot, i.e. restricted access and egress and completely administered by you, and you are not parking the cars (actually driving them), then the regular general liability coverage would apply. However, if you control the lot and monitor or guard its access points and perimeter, or if you actually drive the cars to their parking spot (valet parking), then Kiwanis general liability coverage would not apply, as the cars would be deemed to be in your care, custody, or control, and would be specifically excluded by the policy. To properly cover this exposure you would need to purchase Garagekeepers Legal Liability coverage from a local agent.*
39. Q. Does the Kiwanis Insurance Program provide me with liability coverage when I am driving to and from club meetings or other Kiwanis activities?
- A. *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.*

Here’s a brief overview of the Kiwanis International insurance program, provided by the Hylant Group. If you have any questions about the program, please contact the Hylant Group at 1-800-442-7475 (U.S.) or +1-800-678-0361, ext. 15139 (Canada).

## Cost Components of Kiwanis Insurance Program

- Insurance premiums for \$36,000,000 in policy limits
- Claims within the Self-Insured Retention (SIR)
- Insurance charge per Kiwanian must fund both!

The cost charged to the membership is made up of the premiums for the insurance as well as the self-insured retention (SIR) or deductible. This policy year, the SIR is \$75,000 per claim, meaning the first \$75,000 in claim expense is paid by Kiwanis International. The money paid by the membership funds this SIR as well as pays for the insurance policies.

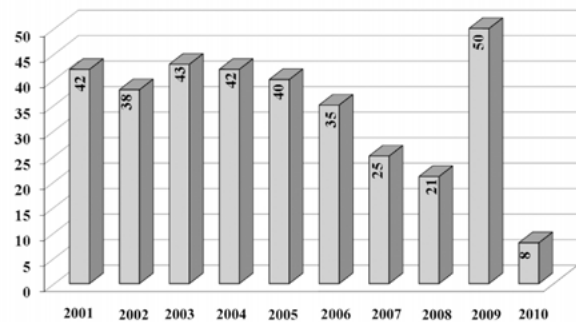
## General Liability Points

- Appoint a safety coordinator in every club.
- Appoint a district risk manager in each district.
- Be involved, not just “sponsoring.”
- Minimize high hazard activities.
- Use the risk management packet.
- DON’T offer others coverage under the program.
- Protect the program as if it were your own business or personal insurance.

**When in doubt, call HYLANT GROUP at:**  
**(800) 678-0361 (US)**  
**(317) 817-5139 (Canada)**

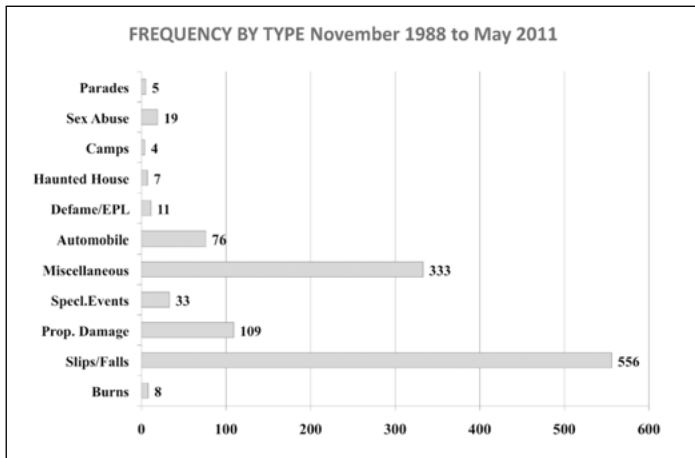
Protect the program like it is your own.

**LIABILITY LOSSES – FREQUENCY**  
 November 2001 to May 2011



Over the past 10 years, the program averages approximately 34 total claims per year, which is low considering all the meetings, fundraisers, and service projects conducted by clubs. Keep in mind that claims are not always filed in the year the injury or accident occurs. It can take two to three years before a claim is presented and another two to three years for the claim to be resolved.

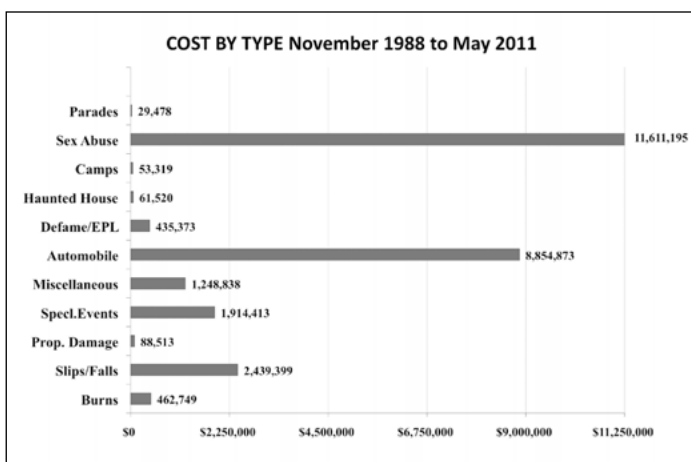




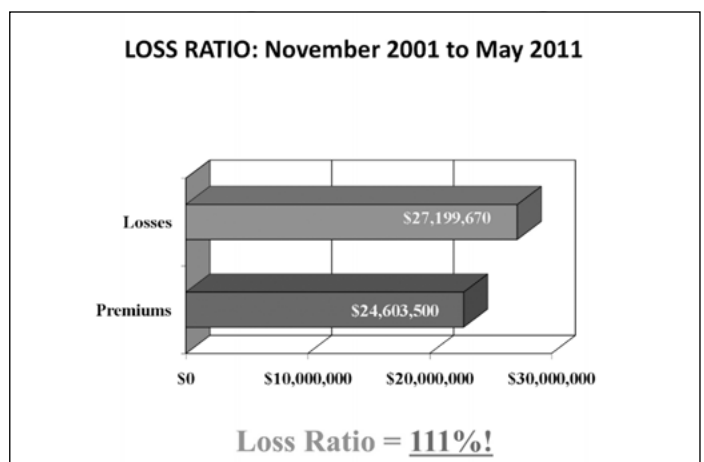
The breakdown of the number of claims by type indicates slips/falls and miscellaneous equal 77 percent of the claims received. Miscellaneous would include things like a broken tooth, an injured arm, a poke in the eye, etc.



In the late 1980s and early '90s, the program suffered significant losses, and the insurance carriers paid out considerably more money in claims than they were paid in premiums. Since then, however, the program has continued to show reduced losses. This reduction in losses can be maintained if clubs continue to focus on loss prevention.



This chart indicates the total amount paid by Kiwanis International and the insurance carriers for each area. Though slips/falls and miscellaneous equal 77 percent of the claims, sexual abuse and auto claims equal 75 percent of the claim expense. It is important that clubs continue to implement risk-management controls to prevent such catastrophic claims.



The insurance companies target 50 percent or below as an acceptable loss ratio. A 50 percent loss ratio would mean that 50 cents of every \$1 paid in premiums would be used for payment of claims. The loss ratio for the Kiwanis program is 111 percent, which means \$1.11 is paid out in claims for every \$1 collected in premium. Since the mid-1990s, the loss ratio has improved, and today it is running around 37 percent.

# Certificate of insurance



## 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

A certificate of insurance is often required 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. It is also necessary to complete the "Procedures" page showing a contact name and phone number for your club, as well as the event information. All Certificates should include the name/address of your Kiwanis Club, the date of issuance, and the complete name/address of the certificate Holder.

Important: "Description of Operations..." is blank and can only be altered as shown in 1.D of the "Certificate of Insurance Procedures". The insurance company has prohibited the use of Additional Insured wording by anyone/entity other than Hylant Group.

**If the Certificate Holder is requesting special wording, such as "Additional Insured", your club must call 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 note that the certificate does reference a Self Insured Retention. Note that this retention is 100-percent paid by Kiwanis International Headquarters. Please do not hesitate to contact the Hylant office if you have any questions.

### CERTIFICATE OF INSURANCE PROCEDURES

Please complete your certificate(s) of insurance in the order that follows. *(There are separate forms for U.S. and Canada. Make sure to use the correct form.)*

1. Enter date 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 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, please enter the type of event, the date(s) of the event, and the location where the event is being held. Any Certificate of Insurance that is altered beyond this will be considered null and void!
5. Complete and make 2 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 along with a completed copy of this form to:

**HYLANT GROUP  
P.O. BOX 40925  
INDIANAPOLIS, IN 46280-0925**

**IMPORTANT** The attached Certificate forms cannot be modified or altered in any way without the express permission of Hylant Group and the Insurance Company.

**If you have a certificate which requires alteration such as Additional Insured wording, please complete the form on page 14 and return it to Hylant Group.**



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: 2Y

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 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 Hylant Group Inc-Indianapolis 301 Pennsylvania Parkway, #201 Indianapolis, IN 46280 Donald J. Thompson Jr.	800-678-0361	CONTACT NAME:	
	317-817-5151	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	KIWAN25
		INSURER(S) AFFORDING COVERAGE	
INSURED <b>Kiwanis International</b> <b>ALL CLUBS &amp; THEIR MEMBERS</b> <b>INSURED LOCAL CLUB:</b>	INSURER A:	Lexington Insurance Company	NAIC # 019437
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			013136005	11/01/11	11/01/12	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Liquor Liability			013136005	11/01/11	11/01/12	PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> Per District						GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							Lqr Liab \$ 2,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO			013136005	11/01/11	11/01/12	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$	
<input checked="" type="checkbox"/> \$3,000,000 Aggreg						\$	
	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N				WC STATUTORY LIMITS
			<input type="checkbox"/> N/A				OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
A	SELF INSURED RETEN			013136005	11/01/11	11/01/12	E.L. DISEASE - POLICY LIMIT \$ 75,000

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

CERTIFICATE HOLDER	CANCELLATION
ALLCERT	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 

KIWANIS CLUBS IN THE U.S. SHOULD USE THIS FORM



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: 2Y

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 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 Hylant Group Inc-Indianapolis 301 Pennsylvania Parkway, #201 Indianapolis, IN 46280 Donald J. Thompson Jr.		800-678-0361  317-817-5151	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>KIWAN25</b>	FAX (A/C, No):
INSURED <b>Kiwanis International</b> <b>ALL CLUBS &amp; THEIR MEMBERS</b> <b>INSURED LOCAL CLUB:</b>		INSURER(S) AFFORDING COVERAGE INSURER A : <b>Chartis Insurance Co of Canada</b> INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		NAIC #

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			20418385	11/01/11	11/01/12	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			20418385	11/01/11	11/01/12	MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Liquor Liability						PERSONAL & ADV INJURY	\$ 2,000,000
	<input checked="" type="checkbox"/> Per District						GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						Lqr Liab	\$ 2,000,000
A	AUTOMOBILE LIABILITY			20418385	11/01/11	11/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> HIRED AUTOS			20418385	11/01/11	11/01/12		\$
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS			20418385	11/01/11	11/01/12		\$
	<input checked="" type="checkbox"/> \$3,000,000 Aggreg							\$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
A	Self InsdRetention			20418385	11/01/11	11/01/12	E.L. DISEASE - POLICY LIMIT	\$ 75,000

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

CERTIFICATE HOLDER  0000001	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 
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KIWANIS CLUBS IN CANADA SHOULD USE THIS FORM

# Certificate of insurance request with additional insured wording

If you have a certificate that requires alteration such as additional insured wording, please complete this form and return it to Hylant Group.

## PLEASE COMPLETE BEFORE ORDERING

We strive to meet a 24-hour turnaround.

Date ordered: \_\_\_\_\_

Kiwanis club name: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone number: \_\_\_\_\_

Contact address: \_\_\_\_\_

Additional insured name: \_\_\_\_\_

Attn: \_\_\_\_\_ Fax number: \_\_\_\_\_

Address: \_\_\_\_\_

Additional insured name: \_\_\_\_\_

Attn: \_\_\_\_\_ Fax number: \_\_\_\_\_

Address: \_\_\_\_\_

Description of event: \_\_\_\_\_

Event date(s): (Include set up/tear-down dates) \_\_\_\_\_

Event location: \_\_\_\_\_

Special instructions: \_\_\_\_\_

Fax or email to contact:    Yes    No  
   

Fax number or email address: \_\_\_\_\_

Fax or email to additional insured:    Yes    No  
   

Fax number or email address: \_\_\_\_\_

**Hylant Group**  
**P.O. Box 40925**  
**Indianapolis, IN 46280-0925**  
**1-800-678-0361, ext. 15159 (U.S. only)**  
**+1-317-817-5159 (Canada)**  
**FAX to +1-317-817-5151**

Blank copies of all forms are available for download at [www.KiwanisOne.org/liability](http://www.KiwanisOne.org/liability)

## Kiwanis International Certificate of Insurance requirements for contractors, promoters, and service providers

In order for our present insurance to apply to club events which 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** evidencing commercial general liability insurance with limits of not less than \$1 million combined single limit, bodily injury, and property damage, **and naming Kiwanis International and the local Kiwanis club(s) as additional insureds.** The certificate should also evidence statutory worker's compensation coverage on the contractor's/ promoter's/service provider's employees.

Note that the certificate of insurance must be secured prior to the event! This procedure applies any time a service is provided to Kiwanis by someone or some organization that normally would derive income from such a service as part of their normal business.

The local club must provide copies of all such certificates to the **Kiwanis International Office (Attn: Human Resources and Risk Management Department) 3636 Woodview Trace, Indianapolis, IN 46268-3196** to be maintained on permanent file in case a claim arises and the insurance company requests proof that the proper procedures were followed.

Examples of events subject to this procedure include, but are not limited to:

- Carnivals
- Circuses
- Concerts
- Air Shows
- Rodeos
- Talent Shows



# The role of the safety coordinator



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

Kiwanis International has faced the dual crisis of price and availability while negotiating for continuation of general liability insurance. It has become apparent that greater understanding and active assistance by Kiwanis leadership is mandatory if the problem is not to recur.

Our attitude toward insurance is a part of the problem. Instead of saying: "We're covered, get what you can," we should believe and act knowing that insurance is to protect you from legal liability where negligence is evident and therefore liability exists.

Every club and district leader must become aware of the absolute necessity for consideration and planning of events with an eye to safety of participants and all others involved.

To be sure that safety and management of risk are taken into account, a club safety coordinator should be named and consulted in all planning.

Almost every Kiwanis club has within its membership those in the insurance field and members of the legal profession. Such individuals can be of great assistance to the safety coordinator in carrying out his/her duties on behalf of the club.

The impetus for any effective program of safety must come from the top, i.e., the president and the board of directors. They must resolve to fully support the safety coordinator in his/her efforts to educate the club and to make everyone safety conscious at all times.

## RESPONSIBILITIES OF THE SAFETY COORDINATOR

Kiwanis is a service organization, but the law still holds the organization liable for its negligent acts which might cause injury.

1. Understand the program of General Liability Insurance of Kiwanis International. (Utilize "You Are Covered" section of this guide.)
2. Take positive steps to inform the club about insurance including:
  - a. What it is and what is or is not covered.
  - b. Why liability insurance is vitally needed and the role it fills in allowing Kiwanis to conceive and execute fundraising and community service programs.
3. Consult with the board of directors and/or each committee planning a project to examine the hazards, which might be encountered to determine how to eliminate such hazards or pass the risk on.
4. Attend all events and be prepared to make on-the-spot corrections of hazardous situations.
5. Devise a means to obtain full details of any accidental injury which might occur in order that prompt reporting of significant information may be possible as is required by the insurance contract.
6. Educate the club that under no circumstances should a claim be "solicited." If someone says he/she wishes to make a claim, take the information and report it, but:
  - a. DO NOT encourage anyone to make a claim.
  - b. DO NOT accept any responsibility for what may have happened.

## CONSIDERATIONS FOR THE SAFETY COORDINATOR

The following considerations for the safety coordinator will be helpful in retaining our insurance and keeping costs as low as possible. It is essential that the safety coordinator understand all these statements and communicate this understanding to the club.

1. **What is liability insurance?** In the broadest sense, liability insurance is a contract between the insured (Kiwanis) and the carrier to pay, on behalf of Kiwanis, all sums which the organization may be legally obligated to pay because of injury or death resulting from injury to persons or because of damage to property of others. Limits of liability and other pertinent details of the insurance contract are contained in the policy itself. This booklet will give most details in layman's language—including highlights on what exposures are not covered.
2. **What is insured?** What is insured is the legal liability of Kiwanis, and it is fair to state that legal liability generally results from a negligent act or failure to act which results in bodily injury or damage to third parties' property.

What liability insurance does not do:

- a. It does not cover some supposed "moral obligation."
- b. It does not act as accident insurance.
- c. It is not a substitute for other coverage which might be required by state or provincial statute, such as Workers' Compensation

## RESOURCE MATERIALS

The safety coordinator should contact his/her club secretary for the Comprehensive General Liability Risk Management materials guide designed to assist him/her in carrying out his/her responsibilities. The guide is also available online at [www.KiwanisOne.org/liability](http://www.KiwanisOne.org/liability).

## RISK MANAGEMENT

Risk of injury to persons and of damage to property of others exists in all Kiwanis activities. Analyze basic risk factors and discover those which can be managed so claims will not result.

Within the scope of activities sponsored by local clubs there are several such areas wherein the risk may, and should, be transferred to others. Here is an area where clubs in particular may make a major contribution in keeping such claims away from Kiwanis and from its insurance carrier.

## SPONSORED EVENTS

These are events where an outside firm or organization actually presents the event, furnishes equipment, or sells products or services. Such events as carnivals, circuses, rodeos, sporting events, air shows, auto shows, and races are among those which fall into this category. In such cases, the individual or firm involved should assume all liability arising from the event.

Contracts or agreements for such activities should be in writing and should include:

1. A hold-harmless provision whereby the operator agrees to hold Kiwanis and its members harmless as to any and all claims for injury or death resulting therefrom and for damage to property of others which might arise from the event; and
2. Provision that the operator will furnish to the Kiwanis sponsors prior to the event evidence of insurance to cover any claims which might arise to a limit of at least \$1 million for bodily injury and property damage, including premises, operations, and products exposures.

Such evidence must be in the form of a certificate of insurance issued and countersigned by an authorized representative of the insurance carrier of the supplier and should contain provisions for written notice of cancellation or material modification of coverage to the sponsor at least thirty days prior to such cancellation or change becoming effective. The certificate should name the Kiwanis club and Kiwanis International as additional insureds.

**Important note:** In these cases listed above or others to follow, the issuance of a certificate of insurance does not end the responsibility of the club. The positive action and surveillance of the safety coordinator and members of the club are required.





# The role of the safety coordinator CONTINUED

## RENTAL OF KIWANIS-OWNED PREMISES TO OTHERS

In some cases, Kiwanis clubs, districts, or foundations own properties and may rent or allow use of such properties by other individuals or organizations. Again, agreements for such rental or use should be in writing and should transfer risk to the renter or user through a hold-harmless agreement and evidence of insurance as indicated above under “Sponsored Events.”

## SALE OF MERCHANDISE

Many clubs raise funds by selling merchandise purchased outside Kiwanis. In all cases, the manufacturer or supplier must hold Kiwanis harmless from any and all claims arising from the use or consumption of such products. Unless the supplier is a national concern of high repute, an insurance certificate should be required.

In any case, the hold-harmless agreement should be in writing and should be a part of the agreement to purchase the merchandise for resale.

## SAFETY MANAGEMENT

The safety coordinator should contact his/her club secretary for the Comprehensive General Liability Risk Management materials packet designed to assist in carrying out his/her responsibilities.

In addition to transfer of risk in certain instances as reviewed above, there is a wide spectrum of risk in all activities which may be moderated or even eliminated by proper attention to matters of safety in planning and execution of programs and events. The responsibility for safety in these areas must ultimately rest with leadership.

Some of these are discussed below and, as the matter of safety becomes a primary consideration of the club and district, others will become apparent.

## USE OF NONOWNED PREMISES

Nearly all clubs and districts use such premises for weekly meetings, parties, fundraising projects, and for conventions and conferences. Even though the owners may be legally responsible for participant safety, it is incumbent upon the using Kiwanis entity to make careful surveys of potential hazards.

Among conditions commonly occurring are:

- a. Overcrowding of meeting rooms
- b. Inadequate or poorly marked fire exits
- c. Extension cords used with projection equipment located to create trip and fall hazards
- d. Inadequate lighting of stairs
- e. Outdoor events held where swimming pools or other hazards exist, particularly in regard to children who

may be present

- f. Exposing the public to being burned by hot cooking or serving equipment

**Remember:** Although the above are common occurrences in many of our activities, the list is by no means complete and all premises used should be inspected periodically.

## MERCHANDISE AND FOOD PRODUCED AND SOLD BY KIWANIANS

Many clubs raise funds through such events as pancake breakfasts, barbecues, and other food-related programs where meals are prepared and served by Kiwanians.

Great care must be exercised in food preparation and handling in order to avoid contamination and to preserve proper standards of sanitation. The assistance of someone with experience as a consultant is deemed highly advisable. Local ordinances should be checked for full compliance with respect to food handling and the sale of food to the public.

## CLAIMS

All potential claims must be reported to the insurance carrier. The safety coordinator must be sure that all details pertinent to any injury are available to properly report.

Pertinent details include:

- a. Date, time and place
- b. Name and address of injured party or person whose property was damaged
- c. Extent of injury or damage as it may appear at the time
- d. Name(s) and address(es) of witness(es)
- e. A brief statement of circumstances, i.e., what happened; how did it happen

**Important:** While the so-called “nuisance” claim is always a problem (usually a claim which is questionable as to its merits) the safety coordinator should not withhold reporting with the mistaken idea that Kiwanis is not at fault or the claim is so minor that it is not important. The insurance carrier is the best judge of the merits of claims presented and it should have the opportunity to investigate and evaluate each occurrence, and decide to accept or reject liability on behalf of Kiwanis.

Report all potential claims to:

**Hylant Group**

**ATTN: Claims Department**

**P. O. Box 40925**

**Indianapolis, IN 46280-0925**

**1-800-678-0361, ext. 15186**

**+1-317-817-5000 +1-317-817-5151 (fax)**

## PUBLIC RELATIONS OF SAFETY

Both internal and external public relations are enhanced by effective safety programs. The safety coordinator should keep the safety program before the club and community. The club can produce excellent results by scheduling a program or two on safety during each year.

Safety posters should be in evidence and provide a positive approach to safety at all events.

## SUGGESTED CLUB BULLETIN ANNOUNCEMENT

When our club and its members are involved in Kiwanis-sponsored activities, we are covered by the Kiwanis International Commercial General Liability insurance program. The program protects us from legal liability where negligence is evident and therefore liability exists. However, this is not accident insurance. Each club shares in the premium for this insurance. President \_\_\_\_\_ has appointed \_\_\_\_\_ to be our club's safety coordinator and will provide us with details on the program and will advise on safety precautions for all activities. No one wants an injury or destruction of property, and keeping claims to an absolute minimum prevents increased premium costs. Safety is no accident and insurance costs are no accident either!

### A summary of essential steps for every club:

1. Name a safety coordinator.
2. Know what liability insurance is all about.
3. Educate the membership.
4. Help your community be informed.
5. Involve safety consideration in all planning of activities and events.
6. Study every project for hazards.
7. Transfer risk to others wherever possible through hold-harmless agreements and a positive requirement for insurance certificates to assure the financial responsibility of the party or firm who agrees to hold Kiwanis harmless.
8. Protect your insurance from unjust or unmerited claims by eliminating hazards and transferring risk wherever possible.
9. Train several members in first aid.
10. Report incidents promptly and completely.
11. Remember your insurance is there to protect your organization and when it must pay, you must pay ultimately in increased cost of insurance.

**President:** Pass this information to your safety coordinator.



# Risk management techniques



## 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 which might arise, with a combined single limit of not less than \$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 which 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 that the certificate indicates 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 GROUP CERTIFICATES OF INSURANCE

As noted above, it is essential to obtain certificates of insurance when conducting an event which 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 which 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 which clearly define responsibility/liability, certificates of insurance, 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 which 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. The use of the techniques outlined above will allow the insurance protection afforded to Kiwanis International and its member clubs by the insurer to function properly. As a result, Kiwanis International can proactively control exposure to loss, and thereby control long-term insurance and loss costs.

**Hylant Group**  
**P. O. Box 40925**  
**Indianapolis, IN 46280-0925**  
**1-800-678-0361 (U.S. only)**  
**+1-317-817-5000**  
**+1-317-817-5151 (fax)**



## How and when to use the Affirmation and Liability Release form

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 which 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 accidentally 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.

### 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 Group 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

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 choose to 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 feels 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.

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

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

Blank copies of all forms are available for download at [www.KiwanisOne.org/liability](http://www.KiwanisOne.org/liability)

## 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 Group 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 harmless the other party 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.

Blank copies of all forms are available for download at [www.KiwanisOne.org/liability](http://www.KiwanisOne.org/liability)

# 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 \_\_\_\_\_  
Month Day Year

by: \_\_\_\_\_

\_\_\_\_\_  
For owner/lessor

\_\_\_\_\_  
For Kiwanis club



# How to report a liability claim



## Using the Incident Investigation Report

All claims should be reported using the “Incident Investigation Report” form (*at right*). The form should be completed with as much detail as possible, and a copy sent to:

**Hylant Group**  
**Attn: Claims Department**  
**P.O. Box 40925**  
**Indianapolis, IN 46280-0925**

If you receive a letter of representation from an attorney or are served with a summons and complaint, immediately

phone the Hylant Group. 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.

Keep a photocopy of the “Incident Investigation Report” form for your club files. Any serious bodily injury claims should be reported to Hylant Group by telephone 1-800-678-0361 or +1-317-817-5000, or by fax +1-317-817-5151, and then followed up with a completed “Incident Investigation Report” form. After 5 p.m. central time, call 1-800-252-1363.



# Incident Investigation Report

CLUB INFO	Club name:	Key number:
	Club president name:	Email address:
	Address:	Phone number:

OCCURRENCE	Date of occurrence:	Time:	Date reported:
	Kiwanis event:	Location:	Name of injured party/ owner of damaged property:
	Kiwanis member: (YES) (NO)	Address:	Phone number:
	Email address:	Date of birth:	Occupation:
	Work phone number:	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:	Witness address & phone number:
	Kiwanis member: (YES) (NO)	Email address:

COMMENTS	(Please attach any supporting documentation and/or photographs. Use the reverse side of this form to draw a diagram, if needed.)

REPORT BY	Name:	Address & phone number:
	Kiwanis member: (YES) (NO)	Email address:

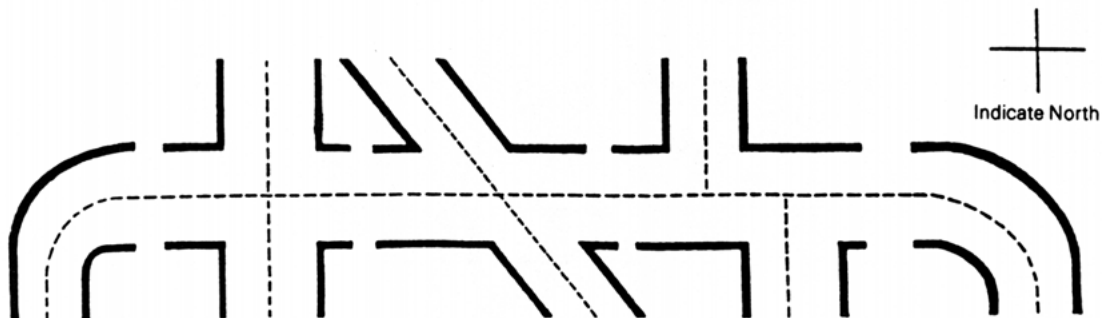
Blank copies of all forms are available for download at [www.KiwanisOne.org/liability](http://www.KiwanisOne.org/liability)

GET THE FACTS BY STUDYING THE JOB AND SITUATION INVOLVED. QUESTION EACH MANAGEMENT CONTROL TO DETERMINE THE DEFICIENCIES AND THE CORRECTIVE ACTION WHICH MUST BE TAKEN TO CONTROL THE ACTUAL CAUSES OF THE LOSS. THE QUESTIONING GUIDE WILL ASSIST BUT MAY NOT CONTAIN ALL OF THE QUESTIONS NECESSARY.

OPERATING FACTORS	MANAGEMENT CONTROLS	QUESTIONING GUIDE
P E O P L E	PLACEMENT	WHO WAS INVOLVED? What qualifications are necessary to perform the task? Who is most qualified? Why was this employee selected if not most qualified?
	TRAINING	What instructions or training were provided? What additional training is needed?
	ENFORCEMENT	What instructions or rules were not followed? What additional rules or enforcement action should be established?
E Q U I P M E N T	DESIGN AND ARRANGEMENT	WHAT EQUIPMENT WAS INVOLVED? Why was this equipment used? What equipment should be used? What guards were or were not used? What arrangement problems were present? What additional design and arrangement controls are necessary?
	PURCHASING	How did the quality or hazards of the equipment contribute to the loss? What additional purchasing controls are necessary?
	MAINTENANCE	What maintenance problems were evident? When should maintenance be performed? How can maintenance be improved?  What Personal Protective Equipment is provided? When should Personal Protective Equipment be used? What Personal Protective Equipment should be provided?
M A T E R I A L	DESIGN AND ARRANGEMENT	WHAT MATERIAL (CARGO) WAS INVOLVED? What design characteristics contributed to the loss? How should the material be designed? How was the material arranged, handled and used? How should the material be arranged, handled and used? Where should the material be arranged?
	PURCHASING	Why was this material being used? What material should be used?
E N V I R O N M E N T	DESIGN AND ARRANGEMENT	WHAT ENVIRONMENTAL FACTORS (BUILDING, NOISE, VAPOR, ILLUMINATION, ETC.) WERE INVOLVED? Why was it designed and arranged this way? How should it be designed and arranged?
	PURCHASING	What purchasing controls are necessary?
	HOUSEKEEPING	When should housekeeping be performed? How should housekeeping be improved?
	MAINTENANCE	What maintenance problems are evident? When should maintenance be performed? How should maintenance be improved?

### MOTOR VEHICLE DIAGRAM

Complete the following diagram showing direction & positions of vehicles involved, designating clearly point of contact.



#### INSTRUCTIONS:

(1) Show vehicles and direction of travel

YOUR VEH. OTHER VEH.

(2) Use solid line to show path of each vehicle before accident dotted line after accident...

(3) Give street names

# Loss prevention worksheet

Event: \_\_\_\_\_ Dates: \_\_\_\_\_

Location: \_\_\_\_\_ Times: \_\_\_\_\_

Description: \_\_\_\_\_

- Events  Sponsored (low hazard): Complete Part A & D  
 Sponsored (high hazard): Complete Part A & B & D  
 Service activity: Complete Part A & C & D

Report completed by \_\_\_\_\_

Signature \_\_\_\_\_

## Loss Prevention Worksheet - Part A

1. Have certificates of insurance been obtained?  Yes  No Comments \_\_\_\_\_  
State limits \_\_\_\_\_
2. Have hold-harmless agreements been executed?  Yes  No \_\_\_\_\_
3. Have buildings and grounds self-inspection been completed?  Yes  No \_\_\_\_\_  
All deficiencies corrected?  Yes  No \_\_\_\_\_
4. Have all Kiwanians been briefed on responsibilities?  Yes  No \_\_\_\_\_  
Accident/incident response reporting?  Yes  No \_\_\_\_\_
5. Will members trained in first aid, or other emergency medical care, be available at the event at all times?  Yes  No \_\_\_\_\_

## Loss Prevention Worksheet - Part B

1. Provide detailed description of event and hazards presented.  
What action has been taken to address these hazards? \_\_\_\_\_  
Comments \_\_\_\_\_
2. Has event been reviewed with the Kiwanis International insurance coordinator?  Yes  No \_\_\_\_\_  
Date and time: \_\_\_\_\_  
Name of contact: \_\_\_\_\_

## Loss Prevention Worksheet - Part C

1. Has written release/permission been obtained for all minors involved?  Yes  No Comments \_\_\_\_\_
2. Have certificates of insurance been obtained from transportation provider?  Yes  No \_\_\_\_\_  
State limits \_\_\_\_\_
3. Have adequate chaperones been planned?  Yes  No \_\_\_\_\_
4. Are chaperones trained in first aid?  Yes  No \_\_\_\_\_

Blank copies of all forms are available for download at [www.KiwanisOne.org/liability](http://www.KiwanisOne.org/liability)

# Loss prevention worksheet CONTINUED

## Loss Prevention Worksheet - Part D

**IMPORTANT:** Periodic inspection of your organization's buildings and grounds can alert you and your maintenance staff to potential danger to your property and those who use it. This form is provided for periodic self-inspection and is recommended for use on a quarterly inspection basis and prior to any event to assist you in discovering hazards before an accident can occur. Correct all negative conditions immediately.

**INSTRUCTIONS:** Please check Yes, No, or NA (not applicable) answers to all questions. All "No" answers indicate an area of unsatisfactory conditions and a comment regarding same should be made in the space provided on the back of this form. Use a separate sheet for each building.

NAME OF ORGANIZATION: \_\_\_\_\_ (if other than Kiwanis building or grounds)

BUILDING LOCATION: \_\_\_\_\_

NAME OF INSPECTOR: \_\_\_\_\_ DATE OF INSPECTION: \_\_\_\_\_ THIS IS PAGE NO. \_\_\_\_ OF \_\_\_\_ PAGES

### SECTION I GROUNDS

- |   |   |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |   |
|---|---|------------------------------|-----------------------------|-----------------------------|------------------------------|-----------------------------|-----------------------------|------------------------------|-----------------------------|-----------------------------|------------------------------|-----------------------------|-----------------------------|------------------------------|-----------------------------|-----------------------------|------------------------------|-----------------------------|-----------------------------|---|
| <ol style="list-style-type: none"> <li>1. Are parking areas, walkways, stairs, driveways, etc. free from conditions that may cause clipping or falling?</li> <li>2. Is exterior lighting adequate in all areas?</li> <li>3. Are exterior fire escapes in good condition?</li> <li>4. Are exterior fire escapes painted regularly?</li> <li>5. Do exterior fire escapes have securely attached handrails?</li> <li>6. Are exterior fire escapes kept clear of storage and obstructions?</li> </ol> | <table border="0"> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> <td><input type="checkbox"/> NA</td> </tr> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> <td><input type="checkbox"/> NA</td> </tr> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> <td><input type="checkbox"/> NA</td> </tr> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> <td><input type="checkbox"/> NA</td> </tr> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> <td><input type="checkbox"/> NA</td> </tr> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> <td><input type="checkbox"/> NA</td> </tr> </table> | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA | <p>Describe deficiencies and corrective action taken</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> |
| <input type="checkbox"/> Yes  | <input type="checkbox"/> No   | <input type="checkbox"/> NA  |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |   |
| <input type="checkbox"/> Yes  | <input type="checkbox"/> No   | <input type="checkbox"/> NA  |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |   |
| <input type="checkbox"/> Yes  | <input type="checkbox"/> No   | <input type="checkbox"/> NA  |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |   |
| <input type="checkbox"/> Yes  | <input type="checkbox"/> No   | <input type="checkbox"/> NA  |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |   |
| <input type="checkbox"/> Yes  | <input type="checkbox"/> No   | <input type="checkbox"/> NA  |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |   |
| <input type="checkbox"/> Yes  | <input type="checkbox"/> No   | <input type="checkbox"/> NA  |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |   |

### SECTION II INTERIOR DOORS AND STAIRWAYS

- |  |   |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |   |
|--|---|------------------------------|-----------------------------|-----------------------------|------------------------------|-----------------------------|-----------------------------|------------------------------|-----------------------------|-----------------------------|------------------------------|-----------------------------|-----------------------------|------------------------------|-----------------------------|-----------------------------|------------------------------|-----------------------------|-----------------------------|------------------------------|-----------------------------|-----------------------------|------------------------------|-----------------------------|-----------------------------|------------------------------|-----------------------------|-----------------------------|------------------------------|-----------------------------|-----------------------------|------------------------------|-----------------------------|-----------------------------|------------------------------|-----------------------------|-----------------------------|---|
| <ol style="list-style-type: none"> <li>1. Are all exit doors properly marked?</li> <li>2. Are all exit doors easily accessible?</li> <li>3. Do all exit doors open outward?</li> <li>4. Are all exit doors equipped with panic hardware?</li> <li>5. Are all doors easily opened and closed?</li> <li>6. Are all doorways and areas adjacent to them free of obstructions?</li> <li>7. Are full-length, clear-glass doors and windows properly identified?</li> <li>8. Do all interior stairs have anti-slip treads?</li> <li>9. Are stairway and exit doors kept closed at all times?</li> <li>10. Do all interior stairways have properly secured hand rails?</li> <li>11. Are interior stairways kept free of storage and obstructions at all times?</li> <li>12. Are interior stairways properly lighted?</li> </ol> | <table border="0"> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> <td><input type="checkbox"/> NA</td> </tr> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> <td><input type="checkbox"/> NA</td> </tr> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> <td><input type="checkbox"/> NA</td> </tr> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> <td><input type="checkbox"/> NA</td> </tr> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> <td><input type="checkbox"/> NA</td> </tr> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> <td><input type="checkbox"/> NA</td> </tr> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> <td><input type="checkbox"/> NA</td> </tr> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> <td><input type="checkbox"/> NA</td> </tr> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> <td><input type="checkbox"/> NA</td> </tr> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> <td><input type="checkbox"/> NA</td> </tr> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> <td><input type="checkbox"/> NA</td> </tr> <tr> <td><input type="checkbox"/> Yes</td> <td><input type="checkbox"/> No</td> <td><input type="checkbox"/> NA</td> </tr> </table> | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA | <p>Describe deficiencies and corrective action taken</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> |
| <input type="checkbox"/> Yes   | <input type="checkbox"/> No   | <input type="checkbox"/> NA  |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |   |
| <input type="checkbox"/> Yes   | <input type="checkbox"/> No   | <input type="checkbox"/> NA  |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |   |
| <input type="checkbox"/> Yes   | <input type="checkbox"/> No   | <input type="checkbox"/> NA  |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |   |
| <input type="checkbox"/> Yes   | <input type="checkbox"/> No   | <input type="checkbox"/> NA  |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |   |
| <input type="checkbox"/> Yes   | <input type="checkbox"/> No   | <input type="checkbox"/> NA  |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |   |
| <input type="checkbox"/> Yes   | <input type="checkbox"/> No   | <input type="checkbox"/> NA  |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |   |
| <input type="checkbox"/> Yes   | <input type="checkbox"/> No   | <input type="checkbox"/> NA  |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |   |
| <input type="checkbox"/> Yes   | <input type="checkbox"/> No   | <input type="checkbox"/> NA  |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |   |
| <input type="checkbox"/> Yes   | <input type="checkbox"/> No   | <input type="checkbox"/> NA  |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |   |
| <input type="checkbox"/> Yes   | <input type="checkbox"/> No   | <input type="checkbox"/> NA  |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |   |
| <input type="checkbox"/> Yes   | <input type="checkbox"/> No   | <input type="checkbox"/> NA  |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |   |
| <input type="checkbox"/> Yes   | <input type="checkbox"/> No   | <input type="checkbox"/> NA  |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |                              |                             |                             |   |

### SECTION III HEATING AND AIR CONDITIONING EQUIPMENT

- |  |  |  |
|--|--|--|
| <p>1. Has heating equipment been thoroughly inspected by a qualified service man within the past year?<br/>Service date: _____</p> | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | <p>Describe deficiencies and corrective action taken</p> |
| <p>2. Is heating equipment (including flues and pipes) properly insulated from combustible materials?</p>                          | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | <p>_____</p>   |
| <p>3. Are heating and air conditioning equipment rooms free of storage?</p>  | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | <p>_____</p>   |
| <p>4. Are heating and air conditioning rooms restricted areas?</p>   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | <p>_____</p>   |
| <p>5. Is air conditioning equipment cleaned and serviced annually?</p>   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | <p>_____</p>   |

### SECTION IV ELECTRICAL EQUIPMENT & CONTROL PANELS

- |   |  |  |
|---|--|--|
| <p>1. Are electrical panels always kept closed?</p>   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | <p>Describe deficiencies and corrective action taken</p> |
| <p>2. Are electrical panels always kept clean of storage and obstruction?</p>   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | <p>_____</p>   |
| <p>3. Is circuitry adequate to handle load demand (not requiring frequent fuse replacement or circuit breaker resetting)?</p> | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | <p>_____</p>   |
| <p>4. Was electrical system installed by a competent electrician? Date of installation: _____</p>                             | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | <p>_____</p>   |
| <p>5. Is electrical system regularly maintained by a competent electrician?</p>   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | <p>_____</p>   |
| <p>6. Are all electrical appliances properly grounded and cleaned?</p>  | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | <p>_____</p>   |
| <p>7. Are electric motors adequately ventilated to prevent overheating and are they cleared regularly?</p>                    | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | <p>_____</p>   |
| <p>8. Are proper size electrical cords used and are they in good condition?</p>   | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA | <p>_____</p>   |

# Loss prevention worksheet CONTINUED

## SECTION V KITCHEN EQUIPMENT COMMERCIAL TYPE

- |   |                              |                             |                             |   |
|---|------------------------------|-----------------------------|-----------------------------|---|
| 1. Is all cooking equipment installed and protected as recommended by NFPA No. 96?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA | Describe deficiencies and corrective action taken<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____ |
| 2. Is hood and duct system installed according to NFPA No. 96 recommendations?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA |   |
| 3. Are grease filters provided in hood?   | <input type="checkbox"/>     | <input type="checkbox"/> No | <input type="checkbox"/> NA |   |
| 4. Was the hood and duct system installed with recommended clearances between unprotected combustible materials according to NFPA No. 96? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA |   |
| 5. Do you have a contract for the commercial cleaning of the complete hood and duct system on at least a semi-annual basis?               | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA |   |
| 6. Does your kitchen have a complete, automatic fire protection system installed as approved by the Insurance Services Office?            | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA |   |
| 7. Is there an automatic timing device with signal light installed on exhaust fan system?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA |   |
| 8. Is exhaust fan, hood and filter system completely inspected on a semi-annual basis?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA |   |

## SECTION VI HOUSEKEEPING

- |   |                              |                             |                             |
|---|------------------------------|-----------------------------|-----------------------------|
| 1. Are storage and supply rooms kept clean and orderly?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA |
| 2. Are trash and rubbish stored in metal containers?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA |
| 3. Are all flammable items (paint, lacquer, paint thinner, etc.) kept in proper containers and stored in approved metal cabinets? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA |
| 4. Are adequate ashtrays and metal waste receptacles provided in each room?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA |
| 5. Are only non flammable cleaning agents used throughout the entire building?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA |
| 6. Is ready disposal of combustible wastes provided?  | <input type="checkbox"/>     | <input type="checkbox"/> No | <input type="checkbox"/> NA |
| 7. Are areas used for public meetings or other functions always thoroughly checked before securing?                               | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA |
| 8. Are rags, dust cloths, etc. used in cleaning stored in an approved, self-closing metal container?                              | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA |

## SECTION VII FIRE PROTECTION

- |  |                              |                             |                             |
|--|------------------------------|-----------------------------|-----------------------------|
| 1. Are all fire extinguishers serviced and inspected annually?<br>Date of inspection: _____    | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA |
| 2. Are all fire extinguishers tagged with latest service record and inspection date?           | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA |
| 3. Are fire extinguishers located within 75 feet from any point of exit on each floor?         | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA |
| 4. Are extinguishers properly protected from damage and freezing?                              | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA |
| 5. Is fire alarm and/or detection system inspected and tested regularly?<br>Date tested: _____ | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA |
| 6. Is standpipe and hose tested and inspected quarterly?<br>Date tested: _____                 | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> NA |

Reviewed and approved by safety coordinator \_\_\_\_\_ Signature \_\_\_\_\_

## CONTACT INFORMATION

### **Kiwanis International**

Human Resources & Risk Management  
3636 Woodview Trace  
Indianapolis, IN 46268-3196 USA  
Telephone: +1-317-875-8755  
Telephone (toll free): 1-800-KIWANIS (549-2647)  
Fax: +1-317-875-7919 or 879-0204

### **Hylant Group**

P.O. Box 40925  
Indianapolis, IN 46280-0925 USA  
Telephone: +1-317-817-5000  
Telephone: 1-800-442-7475 (U.S. Only)  
Telephone: 1-800-678-0361, x 15139 (Canada)  
Fax: +1-317-817-5151

## RESOURCES ONLINE

For complete club information,  
visit the Kiwanis website:

**[www.KiwanisOne.org](http://www.KiwanisOne.org)**

Blank copies of all forms  
are available for download at:

**[www.KiwanisOne.org/liability](http://www.KiwanisOne.org/liability)**



# IMPORTANT CLUB INSURANCE INFORMATION ENCLOSED

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Financial protection is one of the most important factors in your club's stability. Kiwanis International provides general liability insurance—and helps you understand how to make it work for your club. Look inside for comprehensive information, including forms, guidelines, instructions and more.

[www.KiwanisOne.org](http://www.KiwanisOne.org)