

MAILED on
8/4/09



COMMERCIAL PACKAGE PRESENTATION July 29, 2009

David - following is a brief but accurate proposal for the insurance coverages for.
Colorado Gay Volleyball Association

GENERAL LIABILITY

GENERAL LIABILITY-\$1,000,000 per claim - \$2,000,000 total all claims. These limits apply to bodily injury and/or property damage claims that are brought against you, your company, your employees, as a result of your negligence. This is for damage caused by you on the job.

Note: Premiums are based on the number of games and the number of players. I will be sending you the breakdown that we used for this rate, and if your numbers are different, AT ALL, you will need to contact our office, as the insurance company WILL audit this policy.

PARTICIPANT LIABILITY

PARTICIPANT LIABILITY - \$25,000 per claim/\$50,000 aggregate all claims. Insurance coverage to protect against claims alleging that one's negligence or inappropriate action resulted in bodily injury or property damage. This coverage is in **EXCESS** to the primary medical insurance of the participant. You should have every player sign a waiver stating that they are participating "at their own risk" and they do not hold the league responsible for injury, and that they have their own medical insurance. This policy does not provide coverage for bodily injury brought on by one "participant against another participant" – fighting, boxing etc.

PROPERTY

BUSINESS PERSONAL PROPERTY – You did not apply for Business Property coverage, but it may be very important for you to consider covering your agency's furnishings, computers, and other fixtures.

PREMIUM

The above coverages are written with an A+ rated carrier, and carry an annual premium of ONLY **\$1,646.88 for General Liability and Participant Liability**. If you request an endorsement to add an Additional Insured, the premium will be \$103.00 per endorsement.

THANKS FOR THE OPPORTUNITY

Christine Simmons, CISR
Henry Ham Agency
(303)744-1341

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURER'S LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

PLEASE ALSO BE AWARE THAT YOUR POLICY DOES NOT PROVIDE COVERAGE FOR ACTS OF TERRORISM THAT ARE NOT CERTIFIED BY THE SECRETARY OF THE TREASURY.

Acceptance or Rejection of Terrorism Insurance Coverage

You must accept or reject this insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, before the effective date of this policy. Your coverage cannot be bound unless our representative has received this form signed by you on behalf of all insureds with all premiums due.

☐ **Coverage acceptance:**

I hereby elect to purchase coverage for certified acts of terrorism, as defined in Section 102(1) of the Act for a prospective annual premium of \$100 + \$3 = \$103. I understand that I will not have coverage for losses resulting from any non-certified acts of terrorism.

OR

☒ **Coverage rejection:**

I hereby decline to purchase coverage for certified acts of terrorism, as defined in Section 102(1) of the Act. I understand that I will not have coverage for any losses arising from either certified or non-certified acts of terrorism.

DAVID W. LEWIS
Policyholder/Applicant's Signature-
Must be person authorized to sign for all insureds.

Print Name

COLORADO GAY VIOLENCE ASSOCIATION
Named Insured

07-31-09
Date

Colony Insurance Company
Insurance Company

Policy Number

Submission Number

Producer Number

Producer Name

Street Address

City, State, Zip

The producer shown above is the wholesale insurance broker your insurance agent used to place your insurance coverage with us. Please discuss this Disclosure with your agent before signing.

Henry Ham Agency, Inc.

645 E. Evans Ave.
Denver, CO 80250
Phone : 303-744-1341 Fax : 303-744-0654

INVOICE # 16991**Page 1**

ACCOUNT NO.

CSR

DATE

COLOR05

CS

07/29/09

PRODUCER

Christine Simmons

Colorado Gay Volleyball Associ

PO Box 18576
Denver, CO 80218

Item #	Eff Date	Trn	Policy #	Description	Amount
130726	07/31/09	MEM	PENDING	09-10 New Liability Policy	\$ 1,646 88
130727	07/31/09	MEM	PENDING	City/County Denver as AI	\$ 51 50
130728	07/31/09	MEM	PENDING	University of Denver as AI	\$ 103 00
130729	07/31/09	MEM	PENDING	Sportsbridge Complex as AI	\$ 103 00
Invoice Balance:					\$ 1,904 38

Balance due no later than 08/25/2009. Please make checks payable to Henry Ham Agency. Thank You!!!

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ATHLETIC OR SPORT PARTICIPANTS COVERAGE
LIMITATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** are amended and the following added:

Athletic or Sport Participants

This insurance does not apply to any claim for damages because of "bodily injury", "property damage" or "personal and advertising injury" brought by one "participant" against another "participant".

- B. SECTION III—LIMITS OF INSURANCE** is amended and the following added:

Subject to 5. above, the most we will pay under **COVERAGE A** for the sum of damages because of "bodily injury" or "property damage" to a "participant" caused by or resulting from practicing for or participating in an athletic contest, exhibition, activity, game or sport operated and controlled by you is the Limit of Insurance shown below for this coverage:

\$25,000 Each Occurrence

\$25,000 Annual Aggregate

The Each Occurrence Limit is the most we will pay as damages sustained and expenses incurred in the defense and adjustment of claims and "suits" asserted in any one "occurrence". All claims for damages made by one or more persons because of "bodily injury" or "property damage" in any event or series of related events shall be deemed to be one "occurrence".

The Aggregate Limit is the most, subject to the Each Occurrence Limit, we will pay as damages for "bodily injury" or "property damage" sustained and expenses incurred in the defense and adjustment of all claims and "suits" regardless of how many persons assert claims or "suits" against you.

The Each Occurrence and Aggregate Limits described above are the most we will pay regardless of the number of insureds. These Limits of Insurance are subject to and not in addition to the General Aggregate Limit shown in the Declarations of the policy. Payments under these Limits of Insurance are part of and erode the policy General Aggregate Limit of Insurance shown in the Declarations.

- C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is deleted and replaced with the following:

4. Other Insurance

This insurance is excess over any other valid and collectible insurance available to the insured.

- D. SECTION V – DEFINITIONS** is amended and the following added:

"Participant" means players, coaches, managers, officials, cheerleaders, "volunteer workers" or "temporary workers" in any athletic contest, exhibition, activity, game or sport operated and controlled by you.

"Participant" does not mean "employees".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEXUAL ABUSE OR MOLESTATION COVERAGE LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** are amended and the following added:

Sexual Abuse or Molestation - Employees, Volunteers or Temporary Workers

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of or resulting from the actual or threatened sexual abuse or molestation:
 - a. By anyone of any "employee", "volunteer worker" or "temporary worker"; or
 - b. Of any person by any cleric, elder or officer of any religious institution that owns, operates or directs the operation of the insured.

- B. **SECTION III – LIMITS OF INSURANCE** is amended and the following added:

Subject to 5. above, the most we will pay under **COVERAGE A** for claims made against you caused by actual or threatened sexual abuse or molestation by anyone of any person while in the care, custody or control of the Named Insured and to which this insurance applies is shown below for this coverage:

\$25,000 Each Claim / \$50,000 Aggregate

The Each Claim Limit is the most we will pay as damages because of sexual abuse or molestation sustained and expenses incurred in the defense and adjustment of claims and "suits" asserted in any one claim. All claims for damages made by one or more persons because of any one act or series of acts of sexual abuse or molestation shall be deemed to be one claim.

The Aggregate Limit is the most, subject to the Each Claim Limit, we will pay as damages because of sexual abuse or molestation sustained and expenses incurred in the defense and adjustment of claims and "suits" regardless of how many persons assert claims or "suits" against you.

The Each Claim and Aggregate Limits described above are the most we will pay regardless of the number of insureds. These Limits of Insurance are subject to and not in addition to the General Aggregate Limit shown in the Declarations of the policy. Payments under these Limits of Insurance are part of and erode the policy General Aggregate Limit of Insurance shown in the Declarations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.