



## Certified Race Officials: US Sailing Liability Insurance

**US Sailing** extends its liability policies for the benefit of US Sailing's certified race officers, certified judges, and certified umpires, and to non-certified officials acting as volunteers for US Sailing (collectively referred to as Certified Race Officials (CRO)). These policies are provided by [Gowrie Group](#).

### Insurance Policies - US Sailing certified race officials are named under the following:

1. **General Liability** (bodily injury, property damage on land or personal injury) - \$1,000,000 limit per occurrence
2. **Hull and Protection & Indemnity** (yacht policy includes liability for the operation of a boat) - \$1,000,000 limit per occurrence
3. **Directors' and Officers' Liability** - \$5,000,000 aggregate limit per year
4. **Umbrella (excess liability)** - \$20,000,000 excess of the underlying policies above

### Who is covered?

- Certified race officials while they are serving as volunteers, even if they are paid a fee for service or reimbursed for travel or living expenses. *(However, if the race official receives a salary and is an employee of the organizing authority, the US Sailing insurance policy does not apply – instead, the club's or organizing authority's insurance policy applies.)*
- Any CRO who serves in any capacity as a member of the race committee, a judge, an umpire or a classifier
- Any CRO who serves at an event for which the organizing authority is not a member of US Sailing, either in the United States or abroad
- Any CRO serving at an event in a capacity other than his or her area of certification. For example, a certified judge who is not a certified race officer serving as a member of the race committee, or a certified umpire who is not a certified judge serving on a protest committee, is covered.
- A "trainee" race official who volunteers under the supervision of a certified official
- Coverage is provided for race officials at any event operated under *The Racing Rules of Sailing*.

### Specifics of the General Liability coverage:

- Covers CRO for bodily injury, personal injury or property damage on land
- If the CRO is named personally in a lawsuit, the policy pays sums that the CRO is legally obligated to pay for bodily injury or property damage caused by the CRO performing his or her duties on behalf of US Sailing anywhere in the world.
- Bodily injury means "physical injury, sickness or disease sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time."
- The general liability coverage protects race officials from lawsuits "arising from alleged libel, slander, false arrest and wrongful eviction."
- There is no coverage if the personal injury is "expected or intended."
- The cost to defend lawsuits is included.

### Specifics of the Hull Protection and Indemnity ("Yacht") coverage:

- Covers CROs for bodily injury or property damage on the water
- If the CRO is named personally in a lawsuit, the coverage pays sums that the CRO is legally obligated to pay for bodily injury or property damage caused by the operation of a boat up to 85 feet.
- The liability coverage is primary if the CRO or US Sailing owns, borrows or charters the boat. The coverage is secondary if the boat is owned, borrowed or chartered by the host yacht club, organizing authority or similar entity.

- Coverage is also extended for primary hull insurance on vessels owned, borrowed or chartered by the CRO or US Sailing up to 85 feet.

**Specifics of the Directors’ and Officers’ Liability coverage:**

- Covers a CRO for damages (not bodily injury or property damage) from wrongful acts committed by the race official. Wrongful act means “any error, misstatement, misleading statement, act, omission, neglect or breach of duty committed, attempted, or allegedly committed or attempted by any insured person in his or her capacity as such.”
- The policy covers defense costs within the total limit of the policy.

**Specifics of the Umbrella (“Excess Liability”) coverage:**

- Covers a CRO for claims in excess of the coverage limits of the underlying policies described above.

**What other policies may offer protection to a CRO?**

- The club, organizing authority or other entity may provide insurance coverage for its volunteers.
- Many people carry their own personal excess liability “umbrella” policies.

**Where do these policies have effect?**

- **General Liability:** anywhere in the world, as long as the responsibility for damages is determined by a suit filed in the US, Canada, Puerto Rico or a US Territory
- Additional **foreign general liability** coverage extends to any place in the world other than the US or Canada and covers all US Sailing employees and volunteers
- **Protection and Indemnity:** anywhere in the world, excluding “War Risk Treaty Areas”; as long as the responsibility for damages is determined by a suit filed in the US, Canada, Puerto Rico or a US Territory
- **Directors’ and Officers’ Liability:** anywhere in the world
- **Umbrella (“Excess Liability”):** follows the requirements of the underlying policy above
- **For more information** on insurance coverage, contact:
  - Your own insurance carrier/agent
  - The club or organizing authority you are working for
  - US Sailing’s [Race Administration office](#) or 401-683-0800
  - Gowrie Group at [ussailing@gowrie.com](mailto:ussailing@gowrie.com) or 800-262-8911

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