

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/3/2025

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 have ADDITIONAL INSURED provisions or 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).

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PRODUCER	CONTACT NAME:	Heidi Palmer		
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Seattle, WA 98101	E-MAIL ADDRESS:	Heidi.Palmer@usi.com		
,		INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: Everest National Insurance Company			10120
INSURED	INSURER B:			
United States of America Rugby Football Union Ltd	INSURER C:			
DBA: USA Rugby 501 S Cherry St #100 Denver CO 80246	INSURER D:			
Denver CO 80246	INSURER E :			
	INSURER F:			

COVERAGES CERTIFICATE NUMBER: 83819059 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.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
Α 🗸	CLAIMS-MADE OCCUR	✓	✓	SI8ML02306241	8/1/2024	8/1/2025	EACH OCCURRENCE DAMAGE TO RENTED	\$1,000,000 \$1.000.000	
	✓ Sexual Abuse & Molestation						PREMISES (Ea occurrence)  MED EXP (Any one person)	\$5,000	
	✓ Participant Legal Liability						PERSONAL & ADV INJURY	\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$3,000,000	
	POLICY PRO-						PRODUCTS - COMP/OP AGG	\$2,000,000	
	OTHER:						General Aggr Limit	\$20,000,000	
۱ ۱	AUTOMOBILE LIABILITY			SI8ML02306241	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	ANY AUTO				Coverage for USA Rugby			BODILY INJURY (Per person)	\$
	OWNED SCHEDULED Employees Only AUTOS ONLY	Employees Only	loyees Only		BODILY INJURY (Per accident)	\$			
HIRED NON-C							PROPERTY DAMAGE (Per accident)	\$	
								\$	
۱ ا	UMBRELLA LIAB ✓ OCCUR	✓	1	SI8EX01715241	8/1/2024	8/1/2025	EACH OCCURRENCE	\$4,000,000	
	✓ EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$8,000,000	
	DED RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER OTH- STATUTE ER		
AND EMPLOTERS LIABILITY  ANYPROPRIETOR/PARTNER/EXECUTIVE  OFFICER/MEMBER EXCLUDED?  (Mandatory in NH)  If yes, describe under		N/A					E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	

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

This certificate is issued on behalf of USA Rugby & Zionsville Youth Rugby Club.
The certificate holder is an additional insured, but only with respect to liability arising out of the named insured's activities or operations. Coverage applies to all club practices and games. Coverage does not apply to any tournament unless tournament is sanctioned and pre-approved by USA Rugby.
Participants Legal Liability/Sexual Abuse & Molestation coverage is included in the general liability.

CERTIFICATE HOLDER	CANCELLATION		
Zionsville Parks and Recreation Department Department 1100 Voak St	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
Zionsville IN 46077	AUTHORIZED REPRESENTATIVE		
	Gary Patterson		
	Gary Fallerson		

CANCELLATION

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CERTIFICATE HOLDER

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance provided under the following:

#### **SCHEDULE**

# Designation Of Premises (Part Leased To You):

Zionsville Parks and Recreation Department Department 1100 W Oak St Zionsville IN 46077

# Name Of Person(s) Or Organization(s) (Additional Insured):

PER SCHEDULE ON FILE WITH COMPANY

Additional Premium: INCL.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- **1.** Any "occurrence" which takes place after you cease to be a tenant in that premises.
- Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

### However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverage, please refer to policy language in this endorsement and the underlying Commercial General Liability Coverage Form.

Coverage Applicable	Enhancement
Non-Owned Watercraft	Less Than 50 Feet
Supplementary Payments – Bail Bonds	\$1,000
Supplementary Payments – Loss Of Earnings	\$500 per day
Newly Acquired Organizations – Extended Coverage	180 days
Subsidiaries As Insureds	Included
Fire Damage To Premises Rented To You	\$500,000
Notice To Company – Duties In The Event Of Occurrence, Claim Or Suit	Broadened
Unintentional Failure To Disclose Hazards	Broadened
Waiver Of Subrogation	Broadened
Amendment to Bodily Injury Definition	Broadened

#### A. Non-Owned Watercraft

Paragraph g.(2) under Paragraph 2. Exclusions of Section I – Coverage A Bodily Injury And Property Damage Liability is replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 50 feet long; and
  - (b) Not being used to carry persons or property for a charge;

### B. Supplementary Payments - Increased Limits

Paragraphs 1.b. and 1.d. under Supplementary Payments – Coverages A And B of Section I – Coverages are replaced by the following:

- b. Up to \$1000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

# C. Newly Acquired Organizations – Extended Coverage

Paragraph **3.a.** under **Section II – Who Is An Insured** is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier:

### D. Subsidiaries As Insureds

The following is added to **Section II – Who Is An Insured**:

- 4. Any subsidiary company in which you own a financial interest of more than 50% as of the effective date of this endorsement is included as a Named Insured. However, such organization is not a Named Insured:
  - **a.** If it is a partnership, joint venture or limited liability company;
  - b. If there is other similar insurance available to it:

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- c. If there is other similar insurance that would be available to it, but for the termination of the insurance or the exhaustion of its limits of insurance; or
- **d.** After you cease to own a financial interest of more than 50%.

# E. Fire Damage To Premises Rented To You – Increased Limits

Paragraph 6. under Section III – Limits of Insurance is replaced by the following:

- 6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with permission of the owner is the greater of:
  - **a.** \$500,000; or
  - **b.** The Damage To Premises Rented To You Limit shown in the Declarations.

### **F.Notice To Company**

The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section IV – Commercial General Liability Conditions:

e. Your failure to first notify us of a claim will not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you must report any such "occurrence" to us within a reasonable time once you become aware of such error.

### G. Unintentional Failure To Disclose Hazards

Condition 6. Representations under Section IV – Commercial General Liability Conditions is replaced by the following:

### 6. Representations

By accepting this policy, you agree:

- **a.** The statements in the Declarations are accurate and complete;
- **b.** Those statements are based upon representations you made to us; and
- **c.** We have issued this policy in reliance upon your representations.

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations you intend to be covered by this Coverage Part, will not invalidate or affect coverage for those premises or operations. However, you must report any such error or omission to us as soon as reasonably possible after its discovery.

### H. Waiver Of Subrogation

The following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or "your work" done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the "occurrence".

# I. Amendment to Bodily Injury Definition

Paragraph 3. Of **Section V. – Definitions** is replaced by the following:

3. "Bodily injury" means bodily injury, sickness, mental injury, mental anguish, shock or fright sustained by a person, including death resulting from any of these at any time. However, "bodily injury" does not include injury arising out of the offenses designated in the definition of "personal and advertising injury".

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# AMENDMENT – OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph a. Primary Insurance of 4. Other Insurance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

### a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or offense.

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