

# 2017 NCCC Inc. Insurance

## FAQs

Updated 11/18/17

(Note: This document reflects updated changes since last published on 10/7/17.

Updates are on page: 20.

**NOTE:** The latest update will have newly added language highlighted in **Yellow** and **deleted language in Red letters.**

This document has been structured into the following categories of frequently asked insurance questions and answers (FAQs) that have been mutually approved by both the current NCCC Business Manager and Legacy Insurance Broker:

- NCCC Insurance Coverage
- Certificate of Insurance
- Waivers
- Notice of Claim & Accident Claim
- Contact Information

**NOTE:** All Insurance coverages are subject to the terms and conditions of the current policies. FAQs are provided general informational responses to questions and not intended to override any language or coverages within the current policies.

## NCCC Insurance Coverage:

### 1. Q: What insurance coverage does NCCC provide?

A: NCCC, Inc. has negotiated various policies through our current insurance broker Legacy Insurance Network to cover the operations of NCCC's business operations. There are five basic policies; General Liability, Umbrella, Crime, Director and Officer (D&O), & Participant Accident [Accidental Death & Dismemberment (AD&D)].

### 2. Q: What are the policies for?

A: The **General Liability Policy** includes:

- \$1M Each Occurrence with a \$5M General Aggregate Limit for the term of the policy period.
- \$100K Damages to Rented Premises (each occurrence) i.e. lease agreement for physical facility such as a building or office.
- \$300K (each occurrence) i.e. fences, property, vehicles used for the event such as ambulance, wrecker, etc.

- \$1M Personal and Advertising Injury Limit i.e. slander, document recopy without permission items, etc.
- \$1M Products – Completed Operations Aggregate (with a cap of \$2M) i.e. selling a food product or service i.e. club internally selling food or service not for profit at an event to cover costs and donating profits.
- All NCCC members are covered.
- Everyone shares in the aggregate for the term of the policy.

**Umbrella Policy** includes:

- \$4M Each Occurrence. This is part of the \$5M General Aggregate limit for the term of the policy period (\$1M General Liability + \$4M Umbrella = \$5M total)
- All NCCC members are covered.
- Everyone shares in the aggregate for the term of the policy.

**Participant Accident Policy** includes:

- \$25K AD&D
- \$50K Medical
- This is a secondary policy to the injured party individual's personal health care plan. The party individual personal health plan coverage will be first to cover.
- All NCCC members are covered.
- NCCC highly recommends members maintain a personal disability policy for their own protection.

**Crime Policy** includes:

- Employee Theft & Client \$500K coverage w/\$5K deductible.
- Forgery or Alteration \$100K coverage w/\$1K deductible.
- Theft, disappearance & destruction, inside premises \$25K coverage w/\$1K deductible (i.e. if someone took funds from the meeting.)
- Theft, disappearance & destruction, outside premises \$25K coverage w/\$1K deductible (i.e. if someone took funds from the bank account.)
- Computer & Funds Transfer Fraud \$25K coverage w/\$1K deductible.
- Only Elected & Appointed Executive Board Officers are covered.
- Regions or Clubs wanting coverage for their Regional & Club Officers may contact Brian Gries or Tim Gries at Legacy Insurance to purchase their desired coverage at the Region or Club expense.

**Director & Officer Policy** include:

- \$2M plus \$4M Umbrella coverage against law suits.
- All Clubs share in the aggregate for the term of the policy.

- All Elected & Appointed Executive Board, Regional, & Club Officers are covered if they are an NCCC member.

**3. Q: How do I go about getting an answer to an insurance question?**

A: Insurance questions by NCCC members are to first contact their Club Governor. If the Club Governor requires an answer he/she cannot provide, the Governor is to contact the current Business Manager next. The Business Manager will contact the NCCC Insurance Broker/Provider to obtain an answer. The Business Manager will reply to the Club Governor and Regional Executive with the answer. The Club Governor is responsible to provide the member with the answer.

**4. Q: I have difficulty understanding the difference with various terminologies used; i.e. Sponsor, Sanctioned, Non-Sanctioned, Covered Events.**

A: The best way to describe these, are as follows:

- **Sponsor**, as defined in the Webster dictionary, is one who assumes responsibility as surety for, or endorser of, some person or thing. Therefore, a club is sponsoring a function/event such as a car show, participating in a parade, or a mini-run.
- **Sanctioned**, are described in our NCCC Competition Rulebook, consists of (6) six basic types of NCCC Sanctioned Events held during a specified Competition Season that any recognized NCCC club may request a sanction number to sponsor an event.
- **Non-Sanctioned**, are described in the NCCC Competition Rulebook, that a Club may run regional or local competitive events (“Non-Sanctioned Events”) under its own rules and be covered by NCCC Insurance if: 1. No conflict with Rulebook. 2. Non-Sanctioned event requested by club for authorization through the RCD. 3. Copy of signed waivers is sent to the RCD within 15 days after the event.
- **Covered Events**, in the prior FAQs “covered events” was defined as those events published to the members and inviting all members to attend. That language no longer exists as individuals had difficulty understanding what to publish in order for it to be a covered event.

**5. Q. How can I obtain a copy of the NCCC Insurance Policies?**

A: NCCC, Inc. is an organization who negotiates its insurance policies with coverage to protect the organization and its members, much like a corporation acquires insurance to cover and protect various aspects of the business. Some of that coverage extends to the employees, in our case members, for various aspects of what they may be involved in. When people become members, they receive protective insurance coverage as a benefit. Therefore, it is mutually agreed with

our Insurance Agent we will not distribute our organization's business policies to any individual. Providing in-depth FAQs will describe what our current policies cover.

**6. Q: Are trailers, tents, personal items covered in our policies?**

A: Trailers, tents, awnings, or vehicles used as part of the operation of the event are covered, i.e. course vehicle running off course and damaging one of these items. Trailers, tents, awnings, or vehicles damaged by natural causes, i.e. wind, hail, etc. are not covered at any time. Trailers, vehicles, tents, & awnings used for personal use during an event or driving to or from an event are not covered. Timing equipment, pylons, tools, etc. are considered personal items and are not covered at any time. Note: See timing equipment reflectors and lights coverage further in FAQs.

**7. Q: One of the benefits that the NCCC provides to constituent clubs is third party liability insurance. The NCCC has contracted with Philadelphia Insurance. What is third party liability insurance and what does it provide for?**

A: Third party liability is insurance coverage for damages in case of a spectator's bodily injury or property damage that is caused by a NCCC member participant. The coverage provided by Philadelphia is contingent upon having a signed waiver & release form that was completed before the start of the event. Our insurance broker is Legacy Insurance Network that provides coverage through Philadelphia Insurance

**8. Q: Are member clubs insured under the NCCC policy?**

A: Yes. The NCCC policy provides a total limit of \$5,000,000.00 of liability (\$1,000,000.00 Basic with a \$4,000,000.00 Umbrella for a total of \$5,000,000.00) for all sponsored activities including meetings, rallies, autocrosses, gymkhanas, slaloms, time trials, drag events, etc....

**9. Q: Some clubs only have one family member that is interested in Corvette activities. Their spouse or significant other has either little or no interest and only comes to periodic club events. Should an incident arise involving one of these reluctant spouses, are they covered by the NCCC insurance if they have a signed waiver for the event?**

A: Any person that is on the premises at an NCCC event would be covered for any negligent act caused by the NCCC. However, competitive event participants (including car shows) must have a signed waiver in-order for coverage to apply.

**10. Q: If our club invites guest or Non-Members to a sponsored event, what coverages are afforded at this event?**

A: The NCCC policy would be in full force for the sponsored event and provide coverage for the club and its members. Non-Members brought into a claim as an individual, would not have personal protection and thus would have to seek their own counsel. This is just one of the many benefits of becoming an NCCC member.

**11. Q: Our club wants to conduct a “Teen Driving School” to help teens develop driving skills to make them safer drivers. Does NCCC Insurance cover these types of events?**

A: NCCC has not been and has no intent to purposefully be designed to provide Teen Driving education as an independent event, sponsor, co-sponsor, or assistance with this type of activity. NCCC does not have insurance to cover Teen Driving education events or instructors participating in any of these activities. If any NCCC member decides to participate in any way with Teen driving education activities they will be doing that on their own and they will bear all liability incurred.

**12. Q: Our club wants to open up our events to the general public for non-members to participate. Does NCCC insurance cover this type of activity?**

A: NCCC has acquired insurance coverage to encourage and support local, regional, and national activities for NCCC members. NCCC has limited insurance coverage for non-NCCC members as answered in question 13 below. If a club does acquire their own insurance coverage outside of the current NCCC Insurance coverages provided by NCCC, NCCC Inc., will have no affiliation or responsibilities for any part of that coverage.

**13. Q: How do we let non-member participant and workers know they have no insurance coverage?**

A: First of all, you should consider the risk you are placing on yourself, your club, your region, and national by allowing non-members to participate. To avoid confusion, it was decided in 2016, it is no longer necessary to require notification on event flyers that non-members have no insurance coverage. To properly answer questions regarding coverage, it is recommended to respond in accordance with the definition described in the Oct. 1, 2016 Business Manager Insurance Report as follows: **Non-Members** of NCCC, **have limited coverage** such as:

- If they are participating in a Club Hosted event/function and they damage property belonging to the venue or in which the Hosted Club is using for

that event, it would come under NCCC's policy to cover the property damage.

- If they hit a worker, or spectator (predicated on why they were hit) NCCC policy may cover that individual. The injured individual may sue the non-member. NCCC coverage does not cover the non-member of legal assistance. However, NCCC coverage does cover the NCCC Member.
- The non-member is not covered by NCCC Insurance and they are personally responsible for any of the following examples, not limited to:
  1. If they hit another car.
  2. If their dog bites someone.
  3. If they or their animal damages someone else's property.
  4. If their personal tent/canopy blows over and damages someone's property.
  5. Spouses/Companions who are directly associated with a NCCC Member but themselves are a Non-Member of NCCC only have limited coverage as identified above as a Non-Member.

**14. Q: My club is having a caravan/tour or some other event that is not sanctioned. Does the NCCC policy provide coverage for these events?**

A: The NCCC policy does protect you in these situations provided these events are club sponsored.

**15. Q: Does the NCCC policy provide coverage for members while driving to and from club meetings?**

A: This is not a covered event. Driving to and from meetings or an event is the responsibility of the individual and his/her personal auto policy.

**16. Q: I've heard several clubs say they are not "racers." All they do is hold car shows and socialize. Therefore, they have no need for third party insurance.**

A: Not all accidents are related to speed events. In fact, because of the controls and risk management provided at speed events by the track organizers, it actually makes them very safe for everyone involved. In contrast, car shows and concours have their own dangers as well. In such events, spectators and other competitors are encouraged to view participating vehicles. Many of the products used on tires like silicon tire shine can cause very slippery conditions that may cause slip and falls. Therefore, due to this type of situation, should a spectator fall and injure themselves, they are covered by the NCCC policy.

**17. Q: Some clubs do not participate in any NCCC sanctioned events. Therefore, it would seem they do not benefit from the NCCC policy.**

A: This is not necessarily the case. There are many situations in which third party liability may arise. Let's use an example: A club that is not an NCCC club is engaged in a social activity and held a local car show. A strong gust of wind came through and blew a Club-Owned canopy into a 1963 Split Window with original paint. One can only imagine the cost of the damage. If the club sponsoring the event, belonged to NCCC, they would be under the NCCC policy, the claim would be paid if the club didn't properly secure the canopy to the ground. The claim would not be paid if they displayed gross negligence that contributed to the damage.

**18. Q: In the situation above, suppose the canopy was set up by the "morning shift." After working several hours, the morning shift was relieved by another team of people who continue the work for the day. In the "Morning Shift" crew was not an NCCC member, who would cover the claim?**

A: Ultimately the responsibility lies with whatever club sponsoring the event. The sponsoring club has the responsibility to ensure that all facets of the event are safe and that they have performed their due diligence to prevent any injuries or property damage from occurring.

**19. Q: As an active member of my club and a Director/Officer, what coverages are provided under the NCCC policy?**

A: The NCCC policy provides protection for the individual NCCC member(s) who are Directors, Officers, and Stewards for Occurrences arising out of their official duties with regard to an insured event or fiduciary responsibilities.

**20. Q: A member is going to the NCCC convention and uses the club website and club general meeting time to advertise that he/she is going and wants to know who else wants to convoy. The club is not hosting/funding the convoy in any way. Is there coverage?**

A: Simply no.

**21. Q: Our club is thinking about getting its own insurance and not be with the NCCC any longer. Can you give us an idea of what the insurance would cost:**

A: This option would not be financially equitable. The buying power of the NCCC's policy is tremendous and to break separate from this policy would result in significantly decreased coverage and higher premiums.

**22. Q: Is there a limit to the number of club events during a calendar year?**

A: There is NO limit to the number of events during a year. There is a limit to the number of sanctioned events per the Competition Rulebook.

**23. Q: Is there a difference in deductibles between a High Speed event and Low Speed event.**

A: There is no deductible in regards to our General Liability Policy.

**24. Q: Club Officers have D&O coverage. Should there be a major lawsuit in which the entire club is sued, would NCCC insurance defend the entire club?**

A: NCCC insurance covers **NCCC** club members provided the action causing the lawsuit is not perpetrated by actions of the club officers.

**25. Q: Will the Enthusiast member be covered by NCCC insurance the same as any other NCCC member?**

A: Yes, they are covered as long as they are an NCCC member.

**26. Q: If a club sponsored an Autocross and during the event, a participant recklessly decides to take the vehicle off the course and caused property damage, how will this claim be paid?**

A: Hopefully, the track organizer for the NCCC has formatted the track in such a way that a participant couldn't take their vehicle for a joyride off the track; however, if property damage would occur, the NCCC policy would cover such damage.

**27. Q: If an accident were to occur to a member's vehicle, who would pay for such damage?**

A: The member is required to control their vehicle at all times – As such, if an accident were to occur due to "Driver Error" then the coverage would not apply. Inversely, if NCCC displayed negligence that caused the accident, then the policy would cover those damages.

**28. Q: A progressive dinner is held annually at 4 different member's homes with a driving cruise in-between each home. The total event takes 6 hours to complete and involves 100 miles of driving. What is the club's hosts coverage?**



A: If this is a Club sponsored event that invites all members this would be a covered event.

**29. Q: Once a month a local restaurant hosts a “Vette-together.” Members drive individually to the social event, and at the end of the event, several drive in a convoy to a local Sonic for an after-hours get together.**

A: If the “Vette-together” invites all members as a Club Sponsored event, then this would be a covered event. **However**, the “After Party” would **not be covered** since it was impromptu.

**30. Q: When one club who is sponsoring the sanctioned event borrows sanctions from another club to put on the events, which club carries the responsibility for liability for that event(s)?**

A: The liability responsibility for “borrowed sanctions” from one club to the other is that of the “Sponsoring Club” of the event(s) and not that of the lending Club. The “Sponsoring Club” is the responsible party for planning and executing the event(s).

**31. Q: Are timing equipment covered at events?**

A: Beginning 6/1/14 it has been decided only the timing lights and/or reflectors at the start and finish lines will be covered under the following conditions:

1. Timing equipment is rented by the Host Club for their specific event.
2. There is an invoice showing the amount paid for the rental of this timing equipment.
3. A listing of the specific timing equipment will be identified on the invoice for the item or items damaged during the operation of the event.
4. A listing identifying the value of each item listed provided by the provider of the equipment will be included with any claim filed.
5. Only the items or items damaged will be considered for replacement or repair. Other items such as, timing systems, other timing devices i.e. Go-Pro units or transponders, etc. are not covered.
6. If the timing equipment is being used by the home club of the provider of the equipment for their own club events and they are not paying for the rental of that equipment, no coverage is provided.

**32. Q: Is the sale of food items at an event covered in case of food poisoning, etc.?**

A: Food items sold by the Host Club or a group from the Hosting Club or Clubs are covered by NCCC Insurance, if it is not for profit. I.e. proceeds are used for charity.

If the Host Club or Clubs decide to have a vendor on premises sell food to participants, that Host Club or Clubs must confirm that vendor or vendors have their own insurance policy to cover any illness or injury from their products sold.

A copy of their insurance must be provided to the Host Club or Clubs prior to allowing sale of any items.

If a member decides to have an after-event party at their home and someone gets sick or drinks in excessive and causes an incident, that member's personal liability (home owners insurance) is responsible and not NCCC insurance.

**33. Q: Does NCCC Insurance cover members or non-members if attacked by a pet?**

A: NCCC Insurance does not cover anyone who gets attacked by anyone's pet regardless of what kind of pet it is. It is the responsibility of the pet owner to ensure they have their own adequate liability coverage to cover any type of attack on an individual or another pet.

**34. Q: Can a club sponsor an individual or organization by identifying the club as a sponsor on their car, etc. by using the club logo?**

A: If your club sponsors an individual or organization either by identifying you are sponsoring them and/or putting your club logo on their property, you become liable. We highly recommend you do not put yourself, your Club, your Region, or NCCC at risk by doing this.

**35. Q: In addition to #32 above, do other than food vendors need to provide their Certificate of Liability Insurance (COI) to the Venue and the Club/s Sponsoring the event?**

A: Yes. If a vendor selling their products at a Club Sponsored event, will have to provide the Club, prior to the event, with a copy of their Vendor Certificate of Insurance. They will have to also provide the Venue with the same if requested. If the vendor refuses or does not provide their COI, they are not allowed to participate in any part of that event. Also, all vendors will be required to sign the waiver. If they refuse, they cannot be allowed to participate in any part of that event.

**36. Q: Are vendors covered by NCCC insurance whether they are a NCCC member or not?**

A: Any person that is on the premises at an NCCC event would be covered for any negligent act caused by NCCC. I.e. If a vendor knocked over a stand of theirs injuring another person, that vendor would be liable. In an opposite example, if a NCCC worker directed a car to back up and hit the vendor's stand causing it to fall over and injure another person, NCCC would be liable.

**37. Q: Does NCCC insurance cover us or our vehicle if there is an incident that causes injury or damage to us or our property by some remote control type piece of equipment like a drone, airplane type, blimp, etc.?**

A. Remote control vehicles such as drones, airplanes, cars, etc. are not to be allowed at NCCC events due to their distractive nature and potential for damage and/or injury to property or individuals. These items are unnecessary and are not to be utilized to put NCCC at a liability risk. Damages or injuries are not covered under NCCC Insurance. If an incident occurs, the person operating and/or owning the item that caused damage or injury will be solely responsible for any liability.

**38. Q. If our club decides to place items we use for our club events into a remote storage facility, are the items covered by NCCC Insurance?**

A. No. Items are not covered in any storage facility.

**39. Q. With the growth of social media, like Facebook, Twitter, etc., people are taking pictures and videos of individuals who have an incident at an event and then posting the pictures and videos on line with the name of the person who had the incident. If the person having the incident loses their insurance or gets into a law suit due to this information being published, does NCCC Insurance have coverage for such a situation?**

A: No. NCCC has repeatedly told everyone not to take pictures or videos of anyone who may have an incident. Therefore, NCCC does not condone and absolutely requires anyone who does take these pictures or videos to immediately stop. If a legal issue arises for either party due to these actions, this is a private matter covered by each individual personally.

**40. Q. Does NCCC insurance cover serving of alcohol?**

A: If a Club, Region, or National is hosting a function and decides to have alcohol provided, but not sold, to those legal aged attendees, we do have "Host Alcohol Liability" coverage. We do not provide alcohol during any of our events. We do not sell alcohol during any of our events or functions and no insurance coverage is provided.

## **Certificate of Insurance:**

**1. Q: What is a Certificate of Insurance?**

A: A Certificate of Insurance is a document showing what coverage is provided for an event/function a sponsoring club is going to hold. It also shows the dates in which the policy period covers.

**2. Q: Do I have to have a Certificate of Insurance for every event/function the club will host?**

A: No. You only need to request a Certificate of Insurance when the venue, where the event/function is held, requests a COI from the sponsoring club. In most cases the venue will identify the name or names and address of the additional Certificate Holder(s) to the sponsoring club to include on the Request for the Certificate.

**3. Q: How do I obtain a Certificate of Insurance?**

A: A minimum of two weeks prior to your event, you go to the NCCC Website and scroll down to Insurance Information. Then you scroll to Request for Certificate of Insurance. You MUST fill in all high-lighted fields before submitting to Legacy Insurance. If they are not, Legacy will return your request to you for the proper information. No Certificate of Liability will be issued until all fields are filled in properly. Claims cannot be properly processed not knowing this information. Certifications may not be able to be provided for your event if your request is submitted less than 10 working days prior to your event date, in which case your event will have to be cancelled as your event will not be covered.

**4. Q: What if no Certificate of Insurance is provided for the venue for that specific day and a reportable incident occurs?**

A: First of all, if the venue has requested the Sponsoring Club provide a COI to them for the day of the event and you do not provide it to them, the venue will more than likely stop you from having your event.

Second, if the venue did not request a COI, your event is still insured under NCCC as described within these FAQs.

**5. Q: What if I cannot get the on-line Request Form to fill out properly so I can submit it?**

A: The vast majority of requests are done with no issues. However, there are many types of computers, systems, servers, etc. that may or may not be able to properly allow you to fill out and send your request. Here are several ways you can make this work:

1. Copy off the current on-line form. Write or type in the information you are requesting in the required spaces. Then fax it to Legacy Ins.
2. If you cannot copy off the form, Write or type the required information on a piece of paper and fax it to Legacy Ins.

3. If you cannot fax the information, then call Legacy Ins. once you have the required information documented and tell them what you are requesting.

**6. Q: What does Primary Non-Contributory language mean?**

A: **Primary Non-Contributory Insurance** is when a venue, where a Sponsoring Club is holding an event at, requires a (COI) Certificate of Insurance and also requires Primary Non-Contributory coverage. This means the “Sponsoring NCCC Club” has the “primary responsibility” for anything that happens the day(s) of the event at that location. This requires an additional rider to the insurance policy that Philadelphia Ins. Co. (NCCC’s insurance provider) will provide you with your COI request. Philadelphia will make sure the information provided is worded so NCCC is only responsible for what the Sponsoring NCCC Club causes and not anyone else not affiliated with NCCC. Non-Contributory means the venue has no liability until all money is gone on the part of NCCC, your Club, or anyone else that may be held responsible. This is an additional rider onto the policy and there will be no charges. Multiple dates and locations cannot be included in one request. It is recommended to avoid venues requiring this coverage whenever possible.

**7. Q: What do I do if a venue asks us to add additional Hold Harmless or Primary Non-Contributory language to the Certificate of Insurance for our event?**

A: Primary Non-Contributory language, you will submit the Certificate of Insurance Request form to Legacy Insurance. Legacy will make sure the language is specific in nature that complies with what NCCC has agreed to cover. Philadelphia Insurance Co. Hold Harmless language must be requested by the Sponsoring Club on the Certificate of Insurance Request form through Legacy Insurance. Legacy will make sure the language is specific in nature that complies with what NCCC has agreed to cover. There is no additional charge for this language.

**8. Q: What if the venue requests additional insurance coverage for the events beyond what is provided on the Certificate of Insurance?**

A: You will need to inform the venue we provide no additional financial coverage beyond what is stated on the Certificate of Insurance. The COI has always clearly stated, “Certificate holder is additional insured for general liability as required by written contract”. Therefore, an exchange of emails documenting both the NCCC Host Club and the Venue mutually agreeing to use the specific location (Name & address), date or dates of the event, and the name of the event or events held), NCCC will be covered for the events held. Under the definition of Additional Insured as described in Question 9 below the venue will not have the ability to file a direct claim with the insurance carrier without a signed written contract, which is their responsibility to execute and not the host club.

**9. Q: What does it mean when a venue is requesting Additional Insured from NCCC?**

A: A person or organization not automatically included as an insured under an insurance policy who is included or added as an insured under the policy at the request of the named insured. The named insured's impetus for providing additional insured status to others may be a desire to protect the other party because of a close relationship with that party (e.g., wanting to protect church members performing services for the insured church) or to comply with a contractual agreement requiring the named insured to do so (e.g., project owners, customers or owners of property leased by the named insured). In liability insurance, additional insured status is commonly used in conjunction with an indemnity agreement between the named insured (the indemnitor i.e. NCCC) and the party requesting additional insured status (the indemnitee i.e. the venue). If the indemnity agreement proves unenforceable for some reason, the indemnitee may still be able to obtain coverage for its liability by making a claim directly as an additional insured under the indemnitor's CGL policy. Most often it applies where the original named insured needs to provide insurance coverage to additional parties so that they enjoy protection from a new risk that arises out of the original named insured's (Venue-track, car show lot, hotel, etc. conduct or operations. It does not provide additional insured coverage for non-NCCC members.

## **General Waiver and Release Form Information**

**1. Q: I am frequently asked to sign a Waiver and Release form. What does this form do for us and why do we have to sign it at every event?**

A: This form is the single MOST important document NCCC has. The Release and Waiver of Liability is the form that protects NCCC and its member clubs if an injured participant, worker, or volunteer sues you. All participants must sign this form as required. This document must be signed upon entering the event. In this way we have proof the individual entering the event is the person signing the waiver that provides NCCC with the liability protection we require. This is also true for the minor waivers. Any other form of signing a waiver document prior to coming to the event, either manually or electronically, is not allowed.

**2. Q: How many different Release Forms are there?**

A: There are two types of waivers:

- 1. Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement for Adults (age 18+).**
- 2. Parental Consent, Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement/Minor's Assumption of Risk and Release and Waiver of Liability for (less than 18).** This has been a two page form for

covering all minor's since 1/1/15. This MUST be countersigned by a Legal Guardian(s) or Parent(s).

**3. Q: When are waivers required?**

A: Waivers are required for the following:

- All Sanctioned events
- All Non-Sanctioned events if required by the Competition Rulebook.
- Any Non-Sanctioned or Club Sponsored event whereby the venue requires a Certificate of Insurance.
- All Club Sponsored car shows for participants & workers only.
- Club Sponsored events as described in #4.

**4. Q: When is a waiver required for a spontaneous vs. club "published event" type gathering?**

A: Waivers are required for Club Sponsored events inviting all club members to attend. Signing a waiver maintains good Risk Management. Even though the events are not sanctioned, all responsibility falls upon the organizer of the event. It is best practice to indemnify your club from subrogation that the claimant may bring upon NCCC. Spontaneous gathering of club members, for any reason, are not covered by any NCCC Insurance policy and requires no waivers. Publishing of events is no longer required due to the continual confusion of individuals trying to understand what should or should not be published.

**5. Q: I understand the need for waivers, however, when we have a car show at a dealership or mall parking lot, it is virtually impossible to require all of the general public to sign a waiver. Therefore, is a waiver required at these types of car shows?**

A: When an event such as a car show occurs in an open uncontrolled area such as this where the general public spontaneously enters the area for viewing of the cars they **do not** have to sign a waiver. However, all of the Sponsor Club(s) members, workers, and all entrants **must** sign the appropriate waivers to adequately provide the NCCC Insurance coverage for that event. As described in #4, when the event is hosted by the club, members attending the event for any reason should sign the waiver for good Risk Management for the club.

**6. Q: I usually have my waiver form photo copied. Is this okay to do?**

A: Yes. The form may be photocopied or printed directly from the NCCC website. Signing a piece of paper and attaching to the waiver is not allowed. Only copies of current on-line NCCC Website documents will be used. As of 10/7/17 an updated version of the NCCC Waiver is available on the NCCC Web Site under the

Insurance Section. This waiver now has room for 40 signatures on the front and back of this form vs. the old form with only 10 available signature spaces on the front page. When copying this form from the web site, you **must** click on “print both sides” so it will print off on both sides of one sheet of paper. Having the back side print on a separate sheet of paper is unacceptable and will be considered invalid. It will print out on standard 8 ½” x 11” paper vs. legal size paper. This has been enhanced for the convenience of all NCCC users.

**7. Q: Suppose a spectator, participant, or worker does not want to sign the waiver?**

A: Anyone that refuses to sign a waiver is **NOT** permitted to participate, work, or enter **ANY RESTRICTED AREA** at any NCCC event requiring waivers.

**8. Q: You have emphasized the signed waiver and release forms in your responses multiple times, so I guess it is important.**

A: Correct – This is the MOST important form you have to protect yourselves from a lawsuit and for coverage to apply. To further elaborate with an example why this is important:

First, the insurance provided by NCCC does not replace any individual liability insurance policy. If you, as an individual, commit an act that results in a liability suit, you (i.e., your insurance company) are (is) responsible for the act. An example would be: John Doe is a primary member of the XYZ Corvette Club, an NCCC member, and has signed the Waiver on the day of the caravan. While traveling in XYZ's caravan, he damages Sam Smith's property, John and his insurance company is responsible for any damages to Sam's property!

Second, NCCC insurance is third party liability insurance. Third party liability insurance is insurance coverage that protects the insured from damages they incur due to the wrongful acts of others when the liable person is uninsured or underinsured. Thus, NCCC provides insurance to the club and to the Clubs Board of Directors should an action of a club member result in a suit against them. As a continuation of the previous example, if Sam Smith should sue XYZ or its officers in addition to John Doe as a result of John's actions, John's insurance company would represent him and NCCC's insurance company would represent XYZ and XYZ's Board of Directors in the suit. Note in this example, XYZ did not cause the damages to Sam's property, but Sam included them in the suit since XYZ sponsored the caravan in which John was participating. Thus, XYZ and its Board of Directors is the third party in this suit.

In an extension of the previous example, let's assume that John's spouse/companion, Jane is a member of XYZ, signed the Waiver and was permitted to participate in the caravan. However, she is not a member of NCCC (a few clubs do not require all club member to be NCCC members). As a member of XYZ, NCCC's insurance would represent John in the suit against XYZ (not for primary liability for causing the accident). However, the NCCC insurance would not defend Jane. She would have to arrange for her own defense against the suit as a member of XYZ since she is not an NCCC member! Sam's suit may or may not be frivolous. However, those sued must defend against the suit with the accompanying legal costs!

Third, it is a privilege to be able to attend and participate in a club's event. An oversimplification of the waiver states that,

- If you observe any unsafe actions or activity during an event, you will immediately inform the events officials.



- For the privilege of attending the event, you will "hold harmless" anyone involved with the event.
- You assume responsibility for any damages related to the event.

In essence, to be allowed to participate, you will not bring legal action against anyone related to the operation of the event.

Fourth, NCCC's insurance company requires that all participants sign the waiver before they are permitted to participate in any club hosted event. If a participant has not reached the age of majority, a participant's parent or legal guardian must sign the Minor Waiver. If an individual refuses to sign, the club must not permit them to participant. **If they are permitted to do so, this opens a window of liability for the Club and its Board! Thus, participants must sign the Waiver for any event in which the club desires to be covered by NCCC's insurance.**

**9. Q: Some clubs participate in parades. They do this to show their vehicle or to chauffeur local dignitaries. At such events there is little spectator control. Should an accident occur at one of these events, are NCCC members covered by the NCCC insurance program?**

A: Yes. These activities should be treated as "Club sponsored events" and participants, including those who are riding as passengers within the cars, **MUST** sign a waiver in-order for coverage to apply.

**10. Q: For a Youth driver, do both parents need to sign the Minor Waiver?**

A: No. For every Minor, their custodial parent or legal guardian **MUST** sign the form, in order for coverage to apply.

**11. Q: Must the Guardian sign their full name and not "Mr. or Mrs. Doe?"**

A: Correct. The parent or legal guardian **MUST** sign their Full Legal Name. Nick names are not acceptable.

**12. Q: Most parades or homecomings are not club organized. Should we check if the school or organizing body covers the event?**

A: Yes, but most likely, the school will require the club to provide a Certificate of Insurance. If a Certificate of Insurance is required then waivers will need to be signed.

**13. Q: If the school covers the activity, should we still get waivers signed?**

A: Yes. You may provide the waivers to the school ahead of time and request that the two page **Parent Consent, Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement/Minor's Assumption of Risk and Release and Waiver of Liability** be returned to you **with** the custodial parent/legal guardian signature, or at least secured from the custodial parent the day of the event.

**14. Q: Do I still have to fill out a Rallye Waiver?**

A: **NO!** Rallye Waivers are no longer required by the NCCC insurance program. However, the General Waiver **MUST** be used and signed.

**15. Q: Which waiver should we use for parades or homecomings?**

A: For Adults the **Release and Waiver of Liability Assumption of Risk and Indemnity Agreement** **is** required. However, Youths (under 18) **MUST** sign the two page **Parental Consent, Release and Waiver of Liability, Assumption of risk, and Indemnity Agreement/ Minor's Assumption of Risk and Release and Waiver of Liability** and have it countersigned by custodial Parent/Legal Guardian.

**16. Q: If both parents have not, or cannot sign the two page Minor Waiver, can the child stay at the event or should they be asked to leave? Example: A person who is not an NCCC member who comes to watch a friend compete?**

A: The club should be aware of the waiver procedures for all persons that are going to be attending a competitive event. This includes persons entering restricted areas during an event. Whether an adult or minor is a friend of a competitor, the club is required to follow the insurance guidelines/procedures

**17. Q: If a club runs out of Youth Waivers at an event can photocopies be made?**

A: **YES!**

**18. Q: What is the age limit for a participant to drive at an NCCC event?**

A: A participant/driver **MUST** be at least 16 years old **and** have a valid driver's license, whether it is a Sanctioned or Non-Sanctioned event. It is **imperative** that **all** Youths (under 18) **MUST** sign a Minor Waiver & Release Form.

**19. Q: What if the club participates in a parade or car show they are not hosting?\_Are waivers required?**

A: To maintain good Risk Management, we recommend **yes**. Even though the Club is not sponsoring the event, all responsibility falls upon the organizer of the event, it is best practice to indemnify your club from any subrogation that the claimant may bring upon NCCC.

**20. Q: We are going to be in a Christmas parade with children from our charity. These children have special needs and are all minors. Their parents accompany them on**

the float and within our vehicles. Will there be a problem if both parents do not accompany the child? Which Waivers must be signed in this case?

A: In this case, the custodial parent/legal guardian **MUST** sign the **Release and Waiver of Liability, Assumption of risk and Indemnity Agreement** for themselves and a two page **Parental Consent, Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement/Minor's Assumption of Risk and Release and Waiver of Liability** for their child. If the child is **NOT** accompanied by their parent, then the two page **Parental Consent, Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement/Minor's Assumption of Risk and Release and Waiver of Liability** waivers **MUST** still be signed. In either example, the coverage would still be provided for the child if they were injured.

**21. Q: Club members have a published social event in which members meet to eat & socialize at a public location. A member or guest refuses to sign the waiver at this public establishment, what can the club do?**

A: As this is a non-Club hosted social event for members to casually meet, waivers are not required. However, as stated in #4, signing a waiver is good Risk Management for the club.

**22. Q: We have been told for some time we as a club must maintain the original signed Adult Waivers for seven (7) years from the date of the event and Minor Waivers until the Minor becomes of age. This has been an issue maintaining, storing, accounting for, and transferring between club officers who periodically change. Is there a more simplified way to handle waivers?**

A: I have discussed this with our Legacy Insurance Broker. We have decided to change the process as follows effective immediately:

1. All original waivers both Adult & Minor are to be kept by the Host Club for three (3) years.
2. If a reportable incident occurs at an event, then the original signed waiver for the Adult/s or Minor/s will be sent immediately to the current NCCC Business Manager. He/she will retain those waivers in the NCCC Claims Document File until the claim/s have been settled. Then the file will be kept in the NCCC Business Mangers storage area provided by NCCC.

## **NCCC Notice of Claim Form and Accident Claim Form:**

### **Reportable Incidents:**

Any time an incident occurs at an NCCC Event whether it is sanctioned or not, it is to be immediately notified per the Notification process identified below. A **NCCC Notice of Claim Form** is to be filled out within 72 hours of the incident. This is a report of the incident only. You are not to wait to see if an actual claim is being filled.

If there is an incident, a NCCC Notice of Claim Form is to be **being** filed. The person present and in charge of the event, i.e. Event Chairperson or Host Club Governor, will notify both our current NCCC Insurance Agent and the current NCCC Business Manager of the claim. The NCCC Insurance Agent will notify **you** the person filling out the Notice of Claim Form whether to fill out the **Accident Claim Form** or not.

### **Forms:**

There are two types of forms when an incident occurs:

1. **NCCC Notice of Claim Form:** This form has to be filled out within 72 hours of the incident, along with the immediate notifications as described below.
2. **Accident Claim Form:** This form will be filled out when advised by Legacy Ins.

### **Notification:**

When an incident arises at an event/function, **both** Brian Gries or Tim Gries at Legacy Insurance **and** the current NCCC Business Manager **must** be **notified immediately** by phone message or email regarding any accident whether a claim is filed or not.

### **Incident Notification form & Claim Submission:**

The **NCCC Notice of Claim Form** **must** be submitted to Legacy Insurance **within 72 hours** of the incident or the claim may not be honored. **Legacy Insurance will notify** the person submitting the NCCC Notice of Claim Form if and when the **Accident Claim Form** needs to be filled out.

### **NCCC Notice of Claim Form and Accident Claim Form availability:**

Both current forms are available on the NCCC Website. Scroll to **Insurance Information** and then scroll to **Insurance Claim Forms**.

## **Contacts:**

**Legacy Insurance contacts** are listed on the NCCC Website. Scroll to **Insurance Information** and then scroll to **Legacy Insurance Network Contact Information**.

NCCC Business Manager, contact information is [BusinessManager@corvettesnccc.org](mailto:BusinessManager@corvettesnccc.org)