

## **MAFCA Provided Insurance**

MAFCA provides General Liability as well as Directors and Officers Liability Insurances to Chapters, Regions and Special Interest Groups that are in good standing and located with United States and Canada. Although the Board of Directors' desire and plan is to continue this coverage, future decisions on coverages and cost to the Chapters will have to be based on future insurance premium cost growth.

The Board of Directors encourages MAFCA chapters and members to participate with their Model A's in normal car related and chapter related events that promote the Model A hobby. Plan your activities such as car games, etc., so that they will reduce the possibility of liability actions and help keep our insurance rates to a minimum. Be aware of safety at all times.

The following is a coverage summary and is subject to the actual policy. The answers are not intended to replace the actual policies. For questions of coverage or limits, refer to MAFCA's Insurance Liaison.

### **ANTIQUÉ AND CLASSIC AUTOMOBILE CLUB INSURANCE COVERAGE**

#### **WHAT COVERAGE?**

Commercial General Liability, Non-owned Automobile Liability

#### **WHO IS INSURED?**

The Named Insured (The Club), all its Members including Officers and Directors.

Coverage is limited to Bodily Injury and/or Property Damage Liability arising out of an occurrence associated with activities of The Club.

#### **WHERE IS COVERAGE?**

Clubs are covered for any occurrence on property rented, leased or used by the Club for activities of The Club.

Activities include, but are not limited to meetings, dances, tours, picnics, flea markets, banquets, shows, malls, shopping center shows, and parades.

#### **WHAT ARE THE COVERAGES?**

Coverages are listed below. The items listed are a limited summary of the coverages under the General Liability and Non-owned Auto Liability.

### **ANTIQUÉ AND CLASSIC AUTOMOBILE CLUB BASIC INSURANCE AGREEMENT**

The policy will pay those sums which the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which the insurance applies.

### **PERSONAL INJURY LIABILITY**

Covers false arrest, detention or imprisonment, malicious prosecution, libel, slander, invasion of privacy.

### **ADVERTISING INJURY LIABILITY**

Covers The Club for all forms of advertising used by The Club and indemnifies to the extent of any final judgment for money damages resulting from libel, slander, or defamation; infringement of copyright, title or slogan; piracy; unfair competition or misappropriation of ideas; or an invasion of privacy broadcast all subject to exclusions.

Also see - Publishers Liability.

### **CONTRACTUAL LIABILITY**

Covers The Club for Lease of Premises Contracts, as well as other written contracts in which The Club assumes the tort liability of another to pay damages because of bodily injury or property damage to a third party or organization if contract is made prior to the incident. Clubs entering into contract with indemnification clauses (Hold Harmless Clauses) must refer copies of the contract to J. C. Taylor's Underwriter for review.

### **PRODUCTS LIABILITY**

Covers The Club for Liability resulting from goods or products sold, handled or distributed by the club at Club events or as part of Club activities and includes, but is not limited to food, drinks, clothing, jewelry, or toys.

### **NON-OWNED WATERCRAFT LIABILITY**

Covers The Club for use of non-owned craft under 26 feet.

Note: If The Club hires a watercraft 26 feet or longer for outings, please refer to the J.C. Taylor Underwriter for approval and additional coverage.

### **LIQUOR LIABILITY**

Covers The Club except if The Club is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages. Also not covered - causing or contributing to intoxication, serving person under the legal drinking age, violation of statutes or ordinances.

### **NON-OWNED AUTO LIABILITY**

This coverage is designed to protect The Club when a member is using a vehicle not owned by The Club in connection with Club activities.

Note: Each member must maintain adequate Personal Auto Liability and Physical damage on all of his/her vehicles, including Antiques, Classics, and modern vehicles.

## **FIRE LEGAL LIABILITY**

This coverage protects The Club for up to the policy limits, on buildings being used, but not owned by The Club for activities such as meetings, banquets and dances. Additional limits are available upon request to the J.C. Taylor Underwriter.

## **ANTIQUÉ AND CLASSIC AUTOMOBILE CLUB**

The Club may participate in any activity which The Club usually participates, whether it be a commercial enterprise for a fee, such as charging admission to enter a Flea Market or Show, or whether it is free.

Charging a fee for rides in an auto at a Club function is discouraged since most all Personal Auto Policies contain exclusions for this exposure.

## **DIRECTORS & OFFICERS LIABILITY' INSURANCE**

### **WHAT IS THE COVERAGE?**

Protection for suits alleging wrongful acts on the part of directors, officers or board members, Coverage includes the expense of attorney's fees .

### **WHAT ARE WRONGFUL ACTS?**

- mismanagement
- misrepresentation
- misuse of -funds
- improper allocation of resources
- conflicts of interest
- unwarranted expansion
- failure to comply with club bylaws or articles of incorporation
- discrimination in membership criteria
- failure to comply with the Americans with Disabilities Act

### **WHO IS COVERED?**

- the club entity itself
- directors
- officers
- trustees
- volunteers
- committee members

### **Publishers Liability**

This coverage is NOT PROVIDED to The Club

## **In Summary**

The full text of the **MAFCA Insurance Policy** (P2S03) is available for your review. [Click here](#) to view it. Besides clarifying exclusions, it documents the process for requesting a **Certificate of Insurance** and includes the required Forms.

***Your attention should be directed to one further point. No coverage is provided by this summary, We ask that you do not accept our brief summary as a complete explanation of the policy. A narrative description can never replace a policy, and the actual policy language will govern the scope and the limits of coverage.***

**Feel free to contact MAFCA's Insurance liaison for additional answers or comments**