

## AMA GENERAL LIABILITY INSURANCE APPROVED POLICY CHECKLIST

The following checklist outlines the critical components of the general liability insurance policy necessary to meet the AMA's minimum requirements for insuring AMA sanctioned events. Please note that explanations of certain terms referenced in the checklist are further defined below. Please check appropriate box.

	Requirement	Meet Requirement
Financial Integrity		
"A" VIII or better rating from A.M. Best		
Additional Insured Endorsement to Policy as per below:		
<ul> <li>A. Event Organizer must be named insured on the policy</li> <li>B. American Motorcycle Association, Inc., d/b/a American Motorcyclist</li> <li>Association; Paradama Productions, Inc., d/b/a AMA Pro Racing; American</li> <li>Motorcycle Heritage Foundation, Inc.; and the directors, officers, employees, and agents thereof. All credentialed participants of sanctioned events (including riders, operators, passengers, and crew). All owners and sponsors of vehicles and event sponsors.</li> <li>Endorsement <u>MUST INCLUDE</u> primary and non-contributory with waiver of</li> </ul>		
subrogation provisions.		
C. Any persons engaged in operating, managing or promoting a sanctioned event (including officials, and any persons with access to restricted areas but only while acting in an official capacity for the event)		
Minimum Limits	T	
Aggregate Per Event - \$2,000,000		
Per Occurrence - \$1,000,000 (no claims made policies)		
Personal and Advertising Injury - \$1,000,000		
Premises (Fire Legal) Damage Limit - \$300,000 per event		
Official Vehicles Physical Damage Coverage Limit - \$50,000 per event**		
Coverages**		
Professional errors and omissions for event officials (\$50K limit)**		
Auto and Mobile Equipment liability coverage endorsement **		
Excess Medical malpractice coverage for event medical volunteers)**		
Pollution Exclusion Amendment (Must cover sudden and accidental discharges)**		
Exclusion Limitations - Must not contain the following exclusions:		
Participant Legal Liability exclusion (including for minors)**		
Participant vs. participant exclusion		
Collapse of temporary structures (grandstands, bleachers, etc,)		
Participant Accident medical coverage contingency requirement (If it does contain this, must also specify means to verify proof of Participant Accident medical coverage satisfying the requirement)		
No deductibles other than up to \$250 for property damage liability		
Any endorsements restricting standard CGL coverages such as, but not limited to, "suspension of coverage", "contractual liability restriction" or "pre-existing conditions exclusion" are not acceptable.		

IMPORTANT NOTICE: This document is a summary of certain, but not all minimum requirements. Satisfaction of these listed minimum requirements does not guarantee approval by AMA. AMA reserves the right to amend the minimum requirements at anytime with or without prior notice. Approval is required on an annual basis. Approved policies may be used during the calendar year (1/1-12/31) for which they are approved.

## Other conditions:

1. If the policy has a general (annual) aggregate limit, the AMA will consider a statement from the insurer that the policy has not had a claim against it that would impair the aggregate limit at the time of the sanctioned event.

2. Coverage must be primary for the covered events.

3. Coverage requirements listed on this summary are premised on the use of a standard ISO CGL form. All endorsements will be evaluated on an individual basis. Manuscripted policies are required to provide the same basic coverages as an ISO CGL form.

4. Additional conditions found on certificates of insurance evidencing coverage will be evaluated on an individual basis. Coverage must be provided for AMA for "operations arising out of the named insured"..."arising out of the negligence" wording is not acceptable.

## **\*\*EXPLANATION OF COVERAGES**

**Participant Legal Liability** – Policy must include coverage with the respect to bodily injury to participants without limitation. Policy may include a provision whereby coverage is contingent upon receipt of a valid signed waiver and release of liability, but this restriction may not apply with respect to the American Motorcyclist Association, Paradama Productions, at the American Motorcycle Heritage Foundation and it must state that an unintentional error in obtaining or providing the waiver and release of liability will not affect rights under the policy.

**Official Vehicles Damage Coverage** – Provides coverage for liability resulting from physical damage to communications workers' vehicles, physicians' vehicles, course or safety marshals' vehicles, pace vehicles, wreckers, ambulances or fire trucks that are authorized by the insured and located in any restricted area at a sanctioned event.

**Auto and Mobile Equipment Endorsement** – Policy must include coverage for liability resulting from ownership, use or maintenance of a vehicle or mobile equipment used in an official capacity during a sanctioned event, including racing, speed or stunting activities.

**Bodily Injury Definition Amendment** – Bodily injury shall include mental anguish, injury or illness, emotional distress and care, loss of services, or death resulting from bodily injury.

**Pollution Exclusion Amendment** – Pollution exclusion can not apply to sudden and accidental discharge of racing auto fuels, lubricants, fluids, exhaust gases or similar pollutants at or from any premises, site or location which is owned, rented or leased by the insured in the insured's motorsports business.

**Excess Medical Malpractice** – Includes coverage for medical service providers acting in an official capacity during a sanctioned event with respect to liability resulting from health care services provided as part of a sanctioned event.

**Professional Errors and Omissions Coverage** – Provides coverage for Named Insured's, employees, volunteers and participants with respect to non BI/PD Claims liability from any negligent acts, errors or omissions related to the officiating of the sanctioned event.