

INSURANCE COVERAGE FOR COURT VOLUNTEERS

A Frontier Publication of

THE NATIONAL INFORMATION CENTER ON VOLUNTEERS IN COURTS
1221 UNIVERSITY AVENUE, BOULDER, COLORADO 80302

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The Center's Frontier Series deals with currently vital issues in Court Volunteerism as they occur:

- Frontier 1. Incorporating Volunteers in Courts: Suggested Administrative Structures and the Reorganization of Roles.
- Frontier 2. Recruiting Minority Group and Low Income People as Court Volunteers.
- Frontier 3. College Curricula for the Leadership of Human Service Volunteer Programs.
- Frontier 4. Institute on Research with Volunteers in Juvenile Delinquency.
- Frontier 5. Impress the Press.
- Frontier 6. As Others See Us (Perspectives from Japan, England, Canada, Holland).
- Frontier 7. Everyone Should Evaluate Their Court Volunteer Program--And Everyone Can.
- Frontier 8. Volunteers in the Correctional Spectrum: An Overview of Evaluation, Research, and Surveys (35 Studies).

Frontier 9: One dollar per copy.

INSURANCE COVERAGE FOR COURT VOLUNTEERS

I. INTRODUCTION: AN OVERVIEW OF UNCERTAINTY

Insurance coverage for court volunteers and volunteers in general is a new area of concern for all of us. There have been a few recorded instances, (not many) where liability or other insurance coverage was needed, and not in effect. But even in the absence of such instances, public officials, especially at higher levels, seem generally concerned about such matters, and it is necessary that concrete plans be put forward to alleviate these concerns. Individual volunteers are also sometimes concerned about liability and insurance coverage, as a condition of their volunteer service.

It is therefore time to attempt an overview of this cloudy area. In so doing, however, let us be sure our attitude remains positive, even if our particulars are less than clear. In the words of one consultant: "I am concerned that we provide insurance in a way that will facilitate, rather than inhibit, volunteer programs." In other words, liability concerns should never be allowed to scare us out of a program, and should be recognized as what they are for some people: rationalizations which cover resistances to volunteerism actually based on other fears.

Indeed, at this point in time we cannot even be certain that we absolutely need insurance coverage in all cases, or in any event that we need to be as concerned about it as many of us are. As one consultant remarked: "If the Red Cross, as a foremost leader in the field of volunteer services, has never provided liability coverage for volunteers, is my concern about this matter valid?"

Or as another consultant put it--and this gentleman is both an insurance agent and a successful, experienced court volunteer: "I am a great advocate of the "kiss" principle in the making of a successful organization (Keep it simple sir). In my opinion, no program should provide voluntary accident coverage, group life, or accidental death coverage. In my opinion, it complicates things and is not really within the spirit of a volunteer program. I just don't think that it is necessary. Now a policy of Legal Liability covering the agency, and even perhaps the volunteer, yes!!"

For these reasons, the National Information Center does not necessarily recommend for or against any of the insurance described below, or to any given amount. We simply want to place the facts before you as we have been able to determine them, for your own decision. Moreover, should you decide on insurance, we do not endorse one company or another to provide it. That, too, must be your own decision. We simply present here the companies we have been able to learn about, in this area.

National guidelines have not solidified. Perhaps they never will, since each state and local situation differs. Therefore the only principle is: once you have general guidelines and "leads" in mind, consult local counsel and a local insurance agent, as well as an authority in your state (attorney general, state court volunteer organization, etc.). But the problem isn't simply to find out what volunteer-insurance legislation currently exists in your state, and then to be guided by it. For, in fact, no such legislation exists in most states (with the exception of a

very few states, cited later in this publication). * There may be broadly relevant legislation or statutes, and you should investigate these as a basis for further more explicit statutes. But, apparently, insofar as statutory facilitation proves necessary, new legislation must be created. A state court volunteer organization is an excellent instrumentality for this, as demonstrated in the State of Washington.

One more subtlety is scarcely needed, but it exists, in that the area is not homogenous. It is divided into at least three distinct sectors, each with its own ground rules and guidelines. Each sector has its own section in Part II, as follows:

- A. Public or Agency Liability
- B. Accident Insurance for injury sustained by the volunteer in line of volunteer duty.
- C. Automobile liability insurance.

II. THREE SECTORS OF CONCERN

A. PUBLIC OR AGENCY LIABILITY

1. Definition and Introduction. Bodily injury to the public or a volunteer based on a legal liability situation. Stated otherwise, the liability incurred by the agency, public or private, for injury done by the volunteer to someone else. Normally, the agency as well as the individual volunteer would be named in such a damage suit, so that protection of the agency is tantamount to protection of the volunteer.

2. Situations in which the Agency is NOT Protected.

(a) No policy will normally protect against "wanton or willful misconduct", or "gross negligence" on the part of the volunteer, as distinct from simple negligence. Be sure your volunteers are oriented to this fact.

(b) The Good Samaritan Statute: "A person who, without expecting compensation, renders care to an injured or sick person, or gives counseling or advice to a person in a condition of emotional crisis, who appears to be in need of aid, is not liable for civil damages as a result of an act or omission in rendering emergency care, counseling or advice or as a result of an act or failure to provide or arrange for further medical treatment or care for the injured person or further counseling or care for the person in a condition of emotional crisis."

This is a statute currently proposed in Alaska and you should determine if your own state has enacted similar legislation. The statute would seem to offer some protection to the volunteer as an individual, against damage suits. However, the consensus of our advisors is that the statute

* The American Judicature Society has recently prepared a "Statutory Review of the Use of Volunteers in the Court." In none of the Statutes there reviewed, can we find explicit mention of insurance and liability considerations for volunteers. This is an excellent resource on other grounds, however, and a limited number of copies may be available by writing to Volunteers in Probation, Inc., 200 Washington Square Plaza, Royal Oak, Michigan.

was intended primarily to protect professionals, e. g., doctors, in emergency situations rather than volunteers in ongoing situations. Unless its wording can be changed appropriately, it should not be depended upon for the latter.

(c) Waivers. Many agencies get signed waivers of liability from the offender and/or his parents if he is a minor, for injury sustained in ongoing care as well as individually for especially hazardous events, e. g., camping, skiing, etc. Our advisors suggest that you do this in the sense that it at least won't hurt, and may to some extent deter suit or at least slow down claims. But they cannot fully stop them; legal counsel generally has little faith that waivers will stop a determined legal challenge. However, if you want to make them as hard as possible to challenge: (i) Have them drawn up by an attorney and (ii) give some consideration in return for the waiver (e. g., a token payment).

(d) In cases where volunteers are organized into and/or work for an essentially private group, there used to be a concept of "Charitable Immunity", generally protecting such an organization, stemming from its charitable status. To our knowledge, this provision no longer exists in any state of the Union, and should not be depended upon.

(e) "Public Immunity" or "Sovereign Immunity" does exist legislatively in some states, protecting any public agency (such as a Court, Probation and Parole Department, correctional institution) against liability. Note, however, that (i) fewer and fewer states have such provisions and (ii) even when they do, the volunteer's status as an "employee" must be established (see Par. 6 below). You should check provisions and definitions in both these matters, in your own state.

Now let's get down to cases, as they may or may not apply more specifically to your own state and local situation.

3. Case 1: Your state does have public immunity or "sovereign immunity" provisions and your volunteers work directly for the Court, Probation and Parole Division, or other public agency. Proceed as in 2. (e) above, and paragraph 6 below.

4. Case 2: Your state does not have a "public immunity" provision or
Case 3: Your volunteers are formed into a private organization (e. g. an auxiliary) and/or may be considered as working for a private organization.

In both cases, 2 and 3, there are strong considerations for having a public liability policy. One advisor went so far as to call this an "obligation" on the part of the agency.

Two alternatives exist here. (a) If the agency already has a public liability policy, the volunteers may be incorporated in its coverage (as employees). (b) If the agency does not already have such a policy, it can be purchased.

5. In regard to the desired amount and procureability of such a public liability policy we quote from Mr. Bert Dougherty of Taggart & Associates Insurance in Boulder, who kindly volunteered his services to the present project.

"After talking to a number of different insurance companies, I find that each individual underwriter approaches the problem of coverage liability insurance differently for the volunteer groups that we discussed. I think all we can conclude is that each group will have to negotiate with the local agent and get whatever premium they can through their local connections.

If you were to advise the group of anything, it would be just the fact that they should carry public liability insurance including bodily injury in the amounts of \$100,000.00 per person

and \$300,000.00 per accident, and property damage in the amount of \$25,000.00 per accident. I wish I could give you a much firmer idea of what costs might be, but there are too many variables present in each one of these types of volunteer organizations for any one company to rate them all in the same category."

Mr. Dougherty feels that all volunteer-using agencies should have such coverage which would include volunteers, staff, and anyone on premises. (At least one volunteer program we know of has procured coverage in the approximate amounts he suggested.)

We would add that public liability would be useful in covering legal defense costs, even in an unsuccessful suit against the agency or volunteer. Secondly, the amount of coverage should vary with each state. Thus, the state of California has a tradition of allowing relatively large claims against agencies. Again, it is a matter best determined in discussion with your local underwriter. But in all cases, the coverage should be according to a plan which is as comprehensive as possible.

Indeed, it may be that of all three types of insurance covered in the present report, public liability is the most important. The insurance agent-court volunteer quoted in the introduction as dubious about all other forms of coverage for court volunteer programs, nevertheless believes public liability coverage is desirable, and he goes on to say: "We are working on this now. We are striving to make such coverage available in one policy on a nationwide basis. It would cover legal liability including auto non-ownership, and would ideally be low in cost, simple to administrate and broad in scope." For further information on future developments in regard to the above, we suggest writing to Volunteers in Probation, Inc., 200 Washington Square Plaza, Royal Oak, Michigan.

6. The certification of the volunteer as an "employee" is crucial when you want to get him in under public immunity provisions and/or a liability policy which the private or public agency had prior to the advent of volunteers.

(a) At least one public agency establishes the volunteer as an "employee" by paying him a dollar a year (Ingham County Juvenile Court, 608 S. Washington, Lansing, Michigan). This is fine when certified by appropriate authorities as acceptable, but note that for purposes of some group accident policies for volunteers per se, paying the volunteer as much as a dollar a year may disqualify him as a "volunteer" covered by the policy.

(b) We know of precedent in at least two states for defining the volunteer as an "employee" irrespective of pay received. (See paragraph 8 below for ways in which this may be done.)

(c) For purposes of Workman's Compensation (admittedly a different context) the State of Washington essentially makes the definition of volunteer as "employee" contingent on such features as:

- Performing assigned or authorized duties for the State
- Works by his free choice
- Receives no salary
- Duly registered with a State agency, as a volunteer.

The entire statement of the above Bill is reproduced in appendix A, but as for being "duly registered", one consultant approaches this by being sure an assignment sheet is duly filed at the Court, and with the volunteer's supervisor, and given to the volunteer, upon assignment.

(d) Another related possible defining aspect of volunteer as "employee" is the fact of being supervised. Thus, a statement in connection with personal liability for mental hospital volunteers in the State of Connecticut, offers these features for that state. By statute, a state employee includes "every person elected or appointed to or employed in any office or position or

part in the state government, whatever his title, classification or function and whether he serves without remuneration or compensation" (our emphasis).

In meeting the test of being "employed", it is critical that the volunteer be "one who is in such a relation to another person that the latter may control the work of the former and direct the manner in which it will be done. Ballentine's Law Dictionary, 1948 Ed." Therefore "the aspect of supervision (of volunteers) is particularly important", and this would include such things as training, regular reporting, etc.

7. Note that the cost of the agency's public liability policy may increase as more volunteers are included in its coverage as employees (or it would seem, as a fairer yardstick, as the total number of volunteer hours worked, increases).

8. Clearly, many of the issues discussed in this section, notably the definition of volunteer as employee, may well be matters for statutory interpretation and for additional legislation in your state.

This could occur through simple usage, by agencies which continue to act as if their volunteers were employees (6. (c) and (d) above), with neither statute or person to gainsay them. Or it may occur through decisive executive action, an example of which is Governor Evans' memorandum reproduced in Section II C 6.

Finally, we believe it could occur through extension or interpretation of statutes currently existing, giving judges or courts authority to appoint volunteers. The language of these statutes is similar from state to state, suggesting a common statute, historically, from which all were derived and adapted. Given a "discreet person, of good moral character," the judge or court has authority to appoint him or her, without compensation in such roles as "volunteer citizens," "volunteer probation officers," "deputy probation officers," or, in at least three of the statutes, simply "probation officers." The latter two titles seem to give at least a strong presumption that this person is an officer of the court, hence an employee, regardless of whether or not he is compensated. And one of the statutes details the responsibilities of the volunteer in such a way as to begin to move them under the umbrella of "employee" as defined by Washington and Connecticut (par. 6 (c) and 6(d) above).

9. Apparently, it is possible to avoid the above "employee" definition complications (if they turn out so) by purchasing a liability policy for the volunteer program per se (presumably, not covering any other programs in the agency). As will also be noted in Section C, excess auto liability and/or excess comprehensive personal liability, assuming same primary coverage already exists, is available in 28 states for \$3 per volunteer per year for both, \$2 for either. (Dunn and Fowler Inc., 67 Wall Street, New York City, 10005).

Such a policy has in any event been written for volunteers in the National Park and Recreation Association, with excess automobile liability of \$1,000,000 and the same amount of excess comprehensive personal liability. The trouble is, however, that the policy can be used only where volunteers already have primary coverage of their own in these areas, in the \$5,000 - \$20,000 range, or, as one of our consultants states, as high as the \$50,000 - \$100,000 range.

This raises a general issue: how much of the coverage should volunteers be asked to assume personally? One consultant observes that the position of her state, in regard to a statewide program, has been ". . . that county departments should request a volunteer to carry his own insurance against any possible lawsuits at his own cost. This determination, however, may be incompatible in those situations wherein certain potential volunteers may be financially

prohibited from citizen participation because of their possible expense, especially if a supplemental insurance premium is required."

10. Jim Tanck's excellent treatment (in "College Volunteers") mentions two special concepts in liability.

(a) "Vicarious liability" in which the volunteer becomes liable not for what he does but for the actions of another volunteer in the same group or "joint enterprise". We presume any policy of general coverage of all volunteers in the program would protect in this case; it would seem to be a danger only if some of the volunteers in the program were covered (via personal individual policies) and others not.

(b) "The second general type of liability that a volunteer might encounter would be for defaulting on a contract. This has happened in the past when students (volunteers) have contracted for goods or services without determining in advance that the agency or the program was going to pay the bill. If no one wants to pay the bill, the student may find that he is charged with the sum. The director should make sure that the volunteers determine that money is definitely available before they become the contracting agent. Generally, it is best to have one student in each program designated as the only person who can enter into contracts."

The other side of this coin would be where the agency might get stuck for debts incurred by an individual volunteer on its behalf in an unauthorized manner. Mr. Tanck's suggestion of designating one person as sole contracting agent for the program, would help here, too, and moreover, our advisors believe the vendor would have a difficult time collecting anyhow, it being his responsibility to ascertain that the purchaser is indeed authorized to represent the organization.

11. There are a number of probation programs in which the offender is offered the option of working for a public agency, e. g. Parks and Recreation, in lieu of fine or jail. We do not consider this a volunteer program in any strict sense. However, it is frequently found in association with genuine citizen volunteer programs, and therefore a word about it may be in order here. Apparently, insurance and agency liability considerations are even more unclear for the "working offender" than the volunteer. Apparently, too, neither volunteer or regular staff protections of this sort have yet been extrapolated to cover him. However, the State of Washington is investigating this area (Bill Oliver, Acting Volunteer Services Coordinator, Office of Economic Opportunity, Hotel Olympian, Olympia, Washington 98501).

12. Assuming nothing above has been done in the area of public or agency liability, it may be that any suit will end up in the state court of claims. Indeed, it could be that this would be the best way to handle such matters, especially if explicitly provided for by statute. Thus, in the matter of liability for auto accident, one consultant reports that ". . . recipients and the owner or occupant of an automobile involved in an accident with a car driven by a volunteer, acting on behalf of and at the direction of the county department, may seek to recover against the State in the court of claims." (Illinois Department of Public Aid, Categorical Assistance Manual, Chapter 6100 - Social Services, 6147.1 and 6147.2)

It might be well to check out procedures for coverage in your own state's court of claims or similar body, if you have one.

**B. ACCIDENT INSURANCE FOR INJURIES SUSTAINED BY THE
VOLUNTEER IN LINE OF VOLUNTEER DUTY**

(Generally, not including automobile insurance)

1. We understand that North Vancouver, B.C.'s volunteer program's written oath of office essentially incorporates a waiver by the volunteer, agreeing to serve at his own risk, without accident insurance. (Provincial Probation Service, 1676 Lloyd Avenue, North Vancouver, B.C., Canada.) Our concerns here would be that this may protect the agency from having to reimburse the volunteer for injuries; it does not of course, protect the volunteer. Moreover, even the agency protection is subject to the uncertainties of waivers in general (see Sec. A 2 (c)). However, Canadian law may differ substantially in this respect.

2. The case of the essentially "freelance" volunteer, e.g., working in loose association with a court and/or as a member of a small informal volunteer group. You can be okay here if each individual volunteer has adequate accident coverage as an individual. Note, however: (a) Many people think they do have such adequate coverage, but don't, and might be unwilling to purchase it as a condition of volunteer service. (b) Many people cannot afford to do so, especially lower income people, or youth, two classes which court volunteer programs are trying hard to attract. (c) You cannot insure only some of your volunteers in a group accident policy (Par. 5 below), i. e. only the ones who don't have adequate coverage as individuals. It must be all of them or none, in any given volunteer program effort.

3. Largely through the efforts of their state volunteer organization, Washington has succeeded in bringing public agency volunteers under the medical aid benefits of their state Workman's Compensation law. Mr. Vern Castle, Department of Labor and Industries, Olympia, Washington, has described the provisions of this bill as follows:

"House Bill 71 Provides:

- (1) Medical Benefits only as opposed to time-loss, permanent partial disabilities, death and permanent disability benefits which are normally provided a state employee but are not provided to volunteers.
- (2) Unlimited medical costs for any length of time and the choice of doctor, hospital, etc. is the volunteer's.
- (3) The employer pays the entire premium as opposed to the normal procedure wherein the premium is partially paid by the employee.
- (4) Each state agency utilizing volunteers must provide the Department of Labor and Industries with hours-worked and premiums-paid information."

The entire bill is reproduced in appendix A.

Another consultant states that in regard to volunteers in public assistance agencies, the Illinois Department of Public Aid, Categorical Assistance Manual, Chapter 6100--Social Services, 6147.1 and 6147.2 provides for volunteers to be "covered by Workmen's Compensation in the event of personal injury arising out of and in the course of performing their assignments."

Our California consultant further reports that "There is legislation pending, a Senate Bill, which changes the wording of the Workman's Compensation Act so that each county by order of its' Board of Supervisors can include volunteer workers under the county liability insurance. It specifically states that no disability percentage of salary compensation will be paid."

As for the latter, we presume that generally, volunteers would not receive percentage-of-salary benefits, since they are not paid salaries in the first place.

4. Regardless of your decision on general ongoing coverage, you can consider special-event time-limited policies, e. g., when volunteers and clients go camping or skiing together, or on relatively long journeys--anything which you consider more than ordinarily likely to produce injury. This can be for the particular number of volunteers and clients involved in each event, and usually it can easily be obtained at something like 50¢ - \$1 per person involved. Waivers are also frequently obtained in such situations, but see Section A 2 (c).

5. For reasons and complications noted above, a general accident policy for all volunteers in your program might be the best way to go. Without endorsing any particular one, we note the following alternatives of which we are now aware:

(a) The St. Paul "Volunteer Workers Blanket Accident Policy". We are advised that an adequate amount of coverage is possible here for as little as \$1.25 per volunteer per year, or even lower when a relatively larger number of volunteers is involved. It is even possible that a number of programs may combine their volunteers under a definition of "association" acceptable to this company, for purposes of securing the lower rates. For further information on this latter possibility, write Mr. Bert Dougherty, c/o NICOVIC, P.O. Box 2150, Boulder, Colo., 80302. While our copies last, a brochure describing this policy, rates, etc. is attached to the present report. If not attached, it may be procureable from your local agent or by writing to the St. Paul Fire and Marine Insurance Company, St. Paul, Minnesota. The policy is already in use with some chapters of volunteer groups such as Big Brothers, Y's Men, Auxiliary Police, Red Cross, Candy Strippers, Gray Ladies, etc.

(b) At least one court volunteer program, Partners of Denver (817 17th St., Suite 424, Denver, Colo. 80202) covers its volunteers for "accident and bodily injury sustained while participating in, directly going to, and returning from group and single unit activities sponsored by Partners." Annual premium is \$350.00 per year for about 100 volunteers. This particular accident policy is written by the Insurance Company of North America, Philadelphia, Penn.

(c) As of 1969 we have record of a voluntary group accident insurance policy written by the American Home Assurance Company for volunteers serving the Massachusetts Dept. of Mental Health. Benefits were described as \$1,000 for accidental death and dismemberment and \$500 blanket accident medical, for a premium of \$5.00 per person (presumably yearly). Apparently, too, it was possible for some but not all volunteers to apply for this policy.

6. It would seem that the overall fee for general accident coverage will be relatively nominal, and we have heard of agencies further reducing the burden by requiring that the volunteer deposit his premium share upon registration as a volunteer. Our caution here is to be sure such a provision is freely waived in the case of low-income volunteers, youth, and the like.

C. AUTOMOBILE LIABILITY INSURANCE

1. You cannot normally assume this is covered in general accident insurance policies (Sec. B).

2. As a general rule, "adequate" coverage, as used here, would be defined as \$100,000 per person/\$300,000 per occurrence, bodily injury, and \$50,000 per occurrence, property damage.

3. Assuming each individual volunteer already has adequate primary coverage of his own (see below), excess auto liability and/or excess comprehensive personal liability is available in 28 states at \$3 per year per volunteer for both, \$2 per year for either alone, from Pacific Indemnity Company. (Dunn and Fowler, Inc., 67 Wall Street, New York, New York). The National Recreation and Park Association volunteers, for example, are covered in this way.

Similarly, a consultant reports that "The Tennessee Department of Social Services is hoping to adopt a plan for the purchase of excess auto and excess personal liability insurance under a group plan for volunteers providing transportation, etc. This type of group policy can be purchased from the National Recreation and Park Association and the Insurance Company of North America."

4. Normally, however, the rule is: if the individual volunteer does not have at least adequate auto insurance as an individual, that is, primary coverage, he should not drive for you, and remember that excess auto liability (Par. 3 above) is apparently available only when a minimum of primary coverage exists.

5. In regard to 4 above, a question concerning auto insurance should be on every volunteer registration, or screening form. It is highly desirable to require further that each volunteer who is in any way likely to drive in line of duty, present a certificate of insurance. Obviously, too, you should check that his automobile driver's license is valid and up-to-date (you'd be surprised how many people forget to renew, for example).

6. Apparently a rather special case is the one where volunteers drive state or public vehicles rather than their own cars, and it might be that this will turn out to be easier to work out. Thus, in early 1971, Governor Evans of Washington ordered that state-owned vehicles should be made available to volunteer drivers in the performance of their state-related volunteer duties. These drivers are insured like any regular state employees, and Governor Evans' January, 1971 memorandum on this subject, to all appropriate state agencies, is quoted in its entirety below:

"Several agencies have inquired about the State's vehicle liability insurance as it pertains to VOLUNTEERS driving State vehicles on State business. You are advised that the insurance policy provides protection to the State and the driver up to a single-limit of \$35,000 per occurrence if an accident occurs while driving a State vehicle on State business." (See also Section II A 12 in the general matter of a state's responsibility for auto liability protection, though not to the volunteer.)

7. (a) Note that, normally, no amount of insurance will adequately cover accidents caused by gross negligence, e. g., driving while intoxicated. It would be wise to check the volunteer's driving record for such things as DWI, if he is likely to be driving for you.

(b) Some auto insurance coverage does not cover overcrowded cars (as companies define it) and some auto insurance does not cover cars driven as "public" conveyances (e. g., possibly as a volunteer for the court); it may cover only the volunteer driving his own car. (But see 6 above in this regard.)

III. CONCLUDING REMARKS

Whatever insurance plan you may finally adopt, be sure the volunteer is generally advised of its broad provisions, coverage and limitations (probably as a part of pre-service orientation). Stress, too, good judgment and due care, and that no insurance really protects against wanton and willful misconduct or gross negligence.

Whosoever has persevered to this point, needs no reminder that this area is largely uncharted and frequently unclear. Your comments, criticisms and suggestions are therefore particularly welcome and should be addressed to the National Information Center on Volunteers in Courts, P.O. Box 2150, Boulder, Colorado, 80302.

UPDATING AND ADDENDUM TO FRONTIER 9:

INSURANCE COVERAGE FOR COURT VOLUNTEERS

by

THE NATIONAL INFORMATION CENTER ON VOLUNTEERISM

If you haven't got the original publication (10 pages, September, 1971), we suggest you read it. Most of it still applies.

What needs to be changed is covered here in two Sections:

I. General Updating: Ivan Scheier

II. Comparison between two viable plans, as of March, 1973: Don Feehan

I. General Updating:

From February, 1973 issue of "Volunteers for Social Justice" (formerly, the Volunteer Courts Newsletter).

1. In all cases, and no matter what we may suggest nationally, talk it over first with the local insurance agent of your choice.
2. Read, or re-read "Insurance Coverage for Court Volunteers", Frontier 9, available for \$1.50 a copy from the Center.
3. In Frontier 9, the section on public or agency liability, still applies generally, so far as we are aware.
4. In Frontier 9, the section on automobile liability insurance coverage, still applies generally so far as we know.
5. In Frontier 9, the section on accident insurance still applies in most respects. That is, we believe the St. Paul policy described there and in Section II here, also is still operable plus plans offered by The Insurance Company of North America and the American Home Assurance Company (See VIS Plan, Section II).
6. To our latest and best knowledge, the plan originally offered by Volunteers in Probation, Inc., is not operating.
7. For the clearest recent suggestion, our thanks to Robert Voorhees, Jr. Director of Volunteer Services in Vermont. There is a Volunteer Insurance Service being operated by Corporate Insurance Management, Inc., 5301 Wisconsin Avenue, Washington, D. C. 20015 (Attention: Mr. A. L. Jagoe). You or your insurance agent may wish to contact them directly to see if your state qualifies (not all states do, apparently). See also Don Feehan's analysis below.

Just as we go to press, we note an excellent article on volunteer insurance by Mr. Jagoe in Voluntary Action News, January, 1973 issue, page 10. It's the most authoritative we've seen yet and we do suggest you read it.

II. A brief comparison between VIS and St. Paul, two volunteer insurance plans.

BENEFITS

Life\$2,500.00
Both hands, feet or eyes or any combination thereof 2,500.00
Either hand, or foot or the sight of either eye 1,250.00
Thumb and index finger of either hand 625.00

Only one amount, the largest to which you are entitled, shall be payable for all injuries resulting from any one accident.

(C) Liability Coverage

This benefit protects the volunteer for a personal injury and property damage liability claim arising out of the performance of his assignment as a registered volunteer. This does not apply to use of automobiles. The amount of protection is \$1,000,000.00 for each occurrence and is in excess of any other valid and collectible insurance and shall not contribute with such other insurance.

Costs: \$1.50 per person with an annual minimum cost of \$100.00

Not available at present because of difficulty in approval in the States of:

Iowa, Kansas, Virginia, and West Virginia also Hawaii and Alaska, have not been applied to for licenses, because of the expense.

SCHEDULE OF ANNUAL RATES (PER PERSON)					
	First 100 Persons	2nd 100	3rd 100	4th 100	5th 100 & Over
BASIC BENEFIT					
Accidental Death and Dismemberment (Per \$1,000 - Maximum \$5,000)	.25	20	15	.125	.10
OPTIONAL BENEFITS					
Accident Medical Expense (First \$500)	1 00	80	60	50	40
Each Additional \$500 (Maximum Accident Medical Expense \$2,500)	.40	30	.25	.20	.15
Accident Hospital Indemnity (\$10 Per Day -365 Days)	.40	30	.25	.20	.15

(The reduced rate for members in excess of 100 applies only when the required number belong to a single unit. A policy covering all the units of a county would not qualify unless a given unit satisfied this requirement.)

MINIMUM PREMIUM = \$50
PARTICIPATION = 100%

In California, Workers must be members of an association.

Not available in Canada,