

The NAWGJ insurance program has three components: insurance for its professional members, insurance for its directors and officers, and insurance for the organization when it conducts events. The current policy period is August 16, 2020 to August 16, 2021. A summary of each policy is provided below. These summaries are not official and are provided solely to give our members a general understanding of the provisions of each policy. For additional information, contact [C. Batsche](#) or [Barb Tebben](#). If you are asked to provide a Certificate of Insurance for an event you are sponsoring, contact [C. Batsche](#).

Professional Liability (PL) Insurance

Professional liability insurance covers NAWGJ **active members** while providing defined professional services, i.e., judging and/or critiquing services for others (for a fee or as a volunteer). NAWGJ members are covered only while performing professional service on behalf of or at the direction of NAWGJ. Active members are those who have paid the NAWGJ membership fee for the current year.

The policy covers damages and expenses for claims alleging a negligent act, error, or omission in professional services, including breach of any duty of care, up to \$1 million per occurrence and \$1 million aggregate within the policy period. It provides up to \$10,000 of fees, costs, and expenses for a NAWGJ member to respond to a subpoena if prior consent is obtained from insurer. Similarly, the insurance will pay loss of wages and \$250 travel per diem if the insurer requires a member to attend a deposition, arbitration hearing, or trial (maximum of \$10,000 per claim regardless of number of insureds involved).

This insurance is considered excess insurance over other policies in place for the event. The policy will cover damages and claims against you for bodily injury to a third party if it directly results from your professional service and is reported to the insurer within 60 days (\$50,000 limit). Depending on the organization sponsoring the event, participants may have access to other accident insurance such as policies provided by [USA Gymnastics](#) or [AAU](#).

The policy excludes:

- intentional acts based upon or arising out of any actual or alleged fraud, dishonesty, criminal conduct or any knowingly wrongful, malicious, or intentional acts or omission
- acts of sexual misconduct or failure to report such conduct to the proper authorities
- unlawful discrimination against third parties
- unauthorized acquisition, access, use, or disclosure of personally identifiable information (SSN, DL number, passport number, credit card number, financial account number or debit card number with security code); collection of personally identifiable information without knowledge or permission of the subject or use of personally identifiable information;
- misappropriation of funds
- insured vs. insured claims
- intellectual property infringement
- others specified in the policy

Director and Officer (D&O) Insurance

D&O insurance covers NAWGJ elected or appointed directors and officers, volunteers, and committee members. This includes State Governing Board members. These individuals are covered, while acting in their NAWGJ capacity, for alleged wrongful acts such as: actual or alleged error, misstatement, misleading statement, act of omission, neglect, or breach of duty. The insurance covers claims against any insured person arising out of their service as directors, officers, or members of the Board but only if such service is at the request or under the direction of the organization.

The D&O policy limit is \$1 million aggregate per policy period. The policy provides an additional \$250,000 coverage for individual directors, officers, and board members if the policy limit is completely exhausted. Covered costs of defense include legal fees incurred in the investigation of or defense of any claim.

Exclusions include: abuse, fraudulent or criminal acts, non-entitled remuneration. Also excluded: bodily injury, sickness, disease, death of any person, assault or battery; damage to property; humiliation, mental anguish, emotional distress.

General Liability Insurance

The General Liability policy covers our organization for claims due to bodily injury to third parties or property damage on premises rented by NAWGJ (for 7 or fewer consecutive days) resulting from negligence or acts of omission by NAWGJ members but only if performing activities on behalf of NAWGJ. This coverage applies when NAWGJ hosts gymnastics meets and clinics in rented facilities. General Liability insurance is often referred to as “slip and fall” insurance or “premises” insurance.

This policy does not pay for bodily injury to members of our organization (while on-site or while traveling to or from an event), to volunteers, or for injuries occurring to the spouse or family members of members of NAWGJ. It excludes athletic participants, professional services, communicable disease, violation of person’s right to privacy, personal injury arising out of an electronic chatroom or bulletin board owned by the insured, and other areas designated in the policy.

The policy provides coverage of up to \$1 million per occurrence and \$2 million aggregate for the policy period with a limit of \$100,000 for damages to any 1 premises. NAWGJ insurance is supplemental to the insurance of the primary event sponsor.