

Professional Liability (PL) Insurance

Professional liability insurance covers NAWGJ **active members** while providing defined professional services, i.e., judging and/or critiquing services. Active members are those who have paid the NAWGJ membership fee for the current year.

NAWGJ members are covered only while performing professional service on behalf of or at the direction of NAWGJ.* For example, members are only covered by the NAWGJ Insurance when they are assigned to a gymnastics competition by a NAWGJ assigner. NAWGJ members are also covered for other designated activities related to their professional development as a NAWGJ member (i.e., in-gym critiques/observations, inter-squads, training camp participation, service as a clinician, volunteer). Members are encouraged to enter these activities in the Professional Activity Report (PAR) as a record of their participation for insurance purposes.

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 hosting the event, participants may have access to other accident insurance provided by the sponsoring organization.

The Professional Liability 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

*Specifically, this insurance covers “our (NAWGJ) actions” as an organization, not the actions of another entity.