

U.S. ROTARY CLUB AND DISTRICT LIABILITY INSURANCE PROGRAM

FAQ – Common Insurance Concerns

Throughout the FAQ's the U.S. Rotary Club and District Liability Insurance Program is referred to as "Program". "Club" refers to Rotary and Rotaract clubs, and Districts. "Members" includes Rotarians and Rotaractors. References to coverage under the Program are always subject to policy terms and conditions.

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The U.S. Rotary Club and District Liability Insurance Program provides coverage subject to policy terms and conditions. Nothing in this document shall be construed to extend, alter, vary, or waive any of the provisions of the policy.

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ADDITIONAL INSURED

What is an Additional Insured?

- A party that is added as an additional insured on an insurance policy at the request of the Named Insured pursuant to written contract. Your club is the Named Insured.
- When a party is added as an additional insured to a general liability policy, the additional insured (a person or entity, other than the Named Insured) is then covered by that policy with respect to liability caused by the negligence of the Named Insured (subject to policy terms and conditions).
 - Example - the owner of a venue/facility may require that it be named as an additional insured when a club rents space for a meeting or event.

Additional Insured – when it is required of your club - (i.e., meeting space, park permit etc.)

The general liability policy includes an endorsement that adds an Additional Insured under the policy when required by written contract. This is sometimes known as “blanket additional insured.” The description box of the certificate of insurance states “the Certificate Holder is included as additional insured where required by written contract...”

A contract may require more than one party be named as an additional insured. Example: A property owner and its property manager request they be named as additional insureds when leasing property such as a club using a parking lot for an event. The parking lot owner and manager may require the club to include them as an additional insured. The “blanket additional insured” endorsement would include both parties as an additional insured.

There is no charge or fee to the Named Insured (club) or Certificate Holder to add an additional insured.

Additional Insured – when your club should require it (i.e., from parties your club is hiring - caterer, vendor at club event, etc.)

Your club’s contract with any vendor (i.e., caterer, sound professional, event organizer, etc.) should include a requirement that the vendor maintain adequate general liability insurance and that your club be named as an additional insured on the vendor’s insurance policy on a primary and non-contributory basis. Additional Insured status provides coverage under the vendor’s policy to your club for claims arising out of the acts or omissions of that vendor. Your club should request that the vendor’s coverage be “primary” because that designates the vendor’s liability policy is responsible for responding to a claim before the club’s policy would respond. Noncontributory stops the vendor’s insurer from seeking contribution from your club’s policy.

Additional Insured – what it cannot do

Other organizations (Small Group) may ask your club to provide insurance for their event because they are small or don’t carry insurance for their organization. Your club cannot extend coverage to “Small Group” by adding “Small Group” to the club’s policy as an Additional Insured. Here’s why – an Additional Insured only has coverage for liability caused by negligence of the Named Insured (your club) and arising out of the Named Insured’s (your club) operations. There is no coverage under the club’s policy for the negligence of an Additional Insured (“Small Group”) or for claims that do not arise out of your Club’s operations.

Please note that the Program is not intended to cover the liability of other entities; each entity should have their own general liability insurance coverage in place.

Please visit the U.S. Rotary Insurance Portal to review ***Loss Prevention Strategies – Contract Best Practices***.

Additional Insured Endorsement

If a specific additional insured endorsement is required, please email a copy of the application, contract, or permit to Hylant, insurance broker, at rotary@hylant.com. Please allow 3-5 business days for processing. If the entity will not provide the permit or contract until they receive the insurance documentation from your club/district, please provide a

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copy of last year's permit or contract. Additional Insured endorsements **cannot** be found or obtained on the U.S. Rotary Insurance Portal.

AIRCRAFT

The Program **does not** provide any coverage for claims arising out of the use of aircraft. Aircraft includes, but is not limited to, spacecraft, satellite, helicopter, hot air balloon, drone, helicopter, or missile. If your club/district is involved in events with aircraft activities, work with an insurance professional on how to properly protect your club/district from liability that may arise from aircraft.

If your club or district owns aircraft, separate insurance coverage must be purchased.

Coverage under the Program exists for non-aircraft related claims (example – subject to policy terms and conditions, the Program covers a trip and fall at a hot air balloon festival - the claim does not arise out of aircraft).

ASSESSMENTS (WHAT U.S. MEMBERS PAY FOR THE PROGRAM)

2023-24 General Liability (GL) / Directors & Officers/Employment Practices Liability (D&O/EPL) Insurance Assessments are below. The assessments are billed for each policy as a separate line item on the July Club Invoice. Rotaract clubs will be billed in January. A rate has not yet been determined.

States and Territories	GL Rate	D&O / EPL Rate
CA, CT, IL, NH, NJ, NM, NV, NY, OR, PA, RI, TN, WI, WV	\$10.14	\$1.16
AZ, FL, LA, MA, ME, MD, MO, OH, TX, UT, WA	\$5.75	
CO, IA, ID, KY, MI, MN, MT, NC, OK, VA, VT	\$4.97	
AK, AL, AR, DC, DE, GA, HI, IN, KS, MS, ND, NE, SC, SD, WY	\$4.11	
American Samoa, Guam, N.M. Islands, Puerto Rico, U.S. Virgin Islands	\$2.75	

Section 72.060 of the Code of Policies references Club and District Liability Insurance requirements. Section 72.060.2 references the mandatory participation in the Program by all Clubs and Districts in the U.S. and its territories and possessions.

To compare the pricing of your club's assessments under the Program with another insurance company's pricing, simply multiply the rate for your state by the number of members in your club. For example, a 50-member Rotary club in AZ is billed \$287.50 for the general liability coverage and \$58.00 for the D&O coverage.

Claim payments, including investigation and defense, for your state determine the rate for that state. Want to see a rate reduction? Pay attention to:

- Your premises – most Program claims are slip and falls.
- What you are publishing on the Internet, your club newsletter, promotion materials – if you don't own or have permission to use a photo, poem, or song, don't use it.
- Protecting youth involved in your club programs – Interact, RYLA, tutoring, etc. Read and follow the Youth Protection Guidelines.
- Treating others with respect – issues can arise from misunderstandings and lack of civility.

Risk Management publishes Loss Prevention Strategies. Please review those relevant to your situation when event planning, etc.

Please send questions related to insurance assessments to insurance@rotary.org.

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ATHLETIC ACTIVITIES

The Program's general liability policy excludes medical payments for persons injured while practicing, instructing, or participating in any athletic events and activities, unless there is legal liability resulting from the negligence of your club. Waivers and releases should be used for participants at every athletic event and copies kept on file with the club, even after the event has ended. If there is a suit or claim that alleges that the club/district is liable for injury from athletics, the Program would respond, subject to policy terms and conditions.

The Program currently has no restrictions or exclusions relating to sport shooting events.

Please visit *U.S. Rotary Insurance Portal* to review **Loss Prevention Strategies – Waivers and Releases and Athletic Events and Activities**.

AUTO LIABILITY (EXCESS - RENTED & NON-OWNED)

The Program provides **excess** liability coverage for the use of rented and non-owned autos, above any other valid and collectible insurance on the auto. For more information, please review the **Loss Prevention Strategies – Autos**.

- This coverage is intended for insured entities only and does not extend to individuals who use their personal auto for club business.
- If the club owns an auto, it must be separately insured. There is no comprehensive or collision (physical damage) coverage for any auto under the Program. For example, if a Rotarian has an accident while using their auto on club business, it is the owner's auto liability insurance that applies, not the Program's.
- The Program does not provide coverage for driving to and from club meetings or other Rotary activities.

Auto Liability - Trailers

A "trailer" is included in the definition of "auto" in the insurance policy. When a trailer is attached to a vehicle, the vehicle owner's insurance is primary. If the trailer is not owned by the club, the Program provides excess coverage above the vehicle owner's insurance policy limit subject to policy terms and conditions. The Program does not provide excess coverage if the trailer is owned by the club as the Program does not cover owned auto liability. No coverage is provided for damage to the trailer itself.

Auto Liability - Rentals

Rentals by a club (including on behalf of Interact, RYLA, etc.) should include the appropriate insurance coverage through the rental agency. The Program provides excess coverage for rented (and non-owned) autos, above any other valid and collectible insurance on the rented auto. No coverage is provided for damage to the rental vehicle itself.

BROKER

Hylant is the insurance broker for the Program. Hylant acts as an extension of the Rotary International Risk Management team to assist members with requests such as the issuance of additional insured endorsements or other special requests. Program insurance information is housed on the U.S. Rotary Insurance Portal.

U.S. Rotary Insurance Portal: rotary.hylant.com

Username: rotary@hylant.com

Password: Rotary1905

Note: U.S. Rotary Insurance Portal is for U.S. Club use only.

Rotarians may contact Hylant by email (rotary@hylant.com) or by phone (419-259-2710).

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CERTIFICATE OF INSURANCE (COI) REQUESTS (STANDARD)

A certificate of insurance is an insurance industry standard form that contains information about an insurance policy such as: Named Insured, Insurance Company, Policy Dates, Coverage and Limits. **It is information only – not an insurance policy.**

A COI is evidence of insurance coverage; however, a COI is not needed to confirm that your club is insured under the Program.

If you hold meetings in a restaurant and the restaurant owner requests a certificate of insurance, your club only needs to provide one certificate to the owner each policy year – not once every time your club holds a meeting. If your club holds multiple fundraisers or events throughout the year, your club will most likely need to provide a certificate of insurance to each party requesting a COI.

Liquor liability is evidenced on the Certificate of Insurance.

If your club is co-hosting an event with another party or nonprofit, the certificate of insurance should identify your club as the only Named Insured – the other party must issue its own certificate of insurance showing their coverage. If more than one club is involved in the same event, each club can issue their own certificate.

For a certificate of insurance, please visit *the U.S. Rotary Insurance Portal* (log-in information above under Broker).

Please review ***Certificate of Insurance Instructions*** for more information on how to obtain a certificate.

COMMUNICABLE DISEASE EXCLUSION – GENERAL LIABILITY

The policy does not apply to bodily injury or property damage arising out of the actual or alleged transmission of a communicable disease.

If your club is presented with a claim, it should immediately be reported to RI's Risk Management.

CONSTRUCTION ACTIVITIES / RENOVATION / HOME REPAIR PROGRAMS

Subject to policy terms and conditions, the Program provides **limited** coverage for liability arising out of bodily injury and property damage to a third party when your club is involved in a large construction project.

Information

Where the value of materials (donated or purchased) is \$50,000 or more, your Club must purchase a primary liability insurance policy with minimum limits of \$1M per occurrence up to the project cost including products liability and completed operations for five years. The Program will provide excess insurance over a club's primary insurance policy in the case of a catastrophic loss.

Action

- Contact a local insurance professional to discuss insurance needs for your construction project.
- **Send RI Risk Management a Certificate of Insurance evidencing the primary coverage in place for your project or activity. Email to insurance@rotary.org fax to 847-556-2147**
- Have an attorney review any contracts associated with the construction project.
- Have a plan for coverage once the construction project is done (maintenance and ownership) for five years.
- Review the Loss Prevention Strategies on [U.S. Rotary Insurance Portal](#).
- Contact RI Risk Management if your club incurs a loss from your construction project.

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Note: If your club is involved in a smaller construction, repair or rehab project, the Program insurance coverage remains unchanged to your club. Continue to provide training for your volunteers, when appropriate. All volunteers should sign waiver and release forms to confirm they understand and accept the risks associated with the activity. Volunteers should carry their own health and property insurance.

For your construction project remember that **damage to property** (such as equipment, materials, personal property) in the care of your club is excluded.

On the *U.S. Rotary Insurance Portal* please review **Loss Prevention Strategies – Construction Projects** and **Waivers and Releases**.

CONTRACTS & AGREEMENTS

When planning or sponsoring a fundraising event or activity, your club should have a written contract with each party involved to ensure the duties, roles, and responsibilities are clearly defined and understood. The contract should include indemnification and insurance requirements to protect your club. Because contracts can be important in transferring risk, please review the loss prevention strategies on the *U.S. Rotary Insurance Portal* about waiver/release forms, indemnification/hold harmless language, and contract best practices. Please also consult with a legal professional.

Indemnification Agreements

Indemnification provisions require one party to compensate another party for harm or loss. An indemnification clause transfers risk from one party to another, often without regard to who caused the loss. These provisions may require one party to assume responsibility for third party claims made against the other party, including the costs to defend a lawsuit and any damages that party is required to pay because of the suit.

Indemnification provisions are separate from insurance. Insurers agree to provide coverage only as stated in the policy, not based on an indemnity provision in a contract. When your club agrees to indemnify another party, it is your club, not the insurance company, that is agreeing to indemnify (make whole) the other party. Liability assumed in an indemnification provision may be broader than the insurance coverage provided under the Program. If there is no coverage under the Program, your club could still be responsible for damages based on an indemnification agreement.

Your club should only agree to indemnify another party for the acts or omissions of your club. You should not agree to indemnify another party for risks beyond your control. Please visit *U.S. Rotary Insurance Portal* to review **Loss Prevention Strategies – Contract Best Practices**. Before any contract, agreement, or waiver is signed, seek the advice of local legal counsel.

Waiver and Release Requirements

Require all participants and/or volunteers to sign a waiver and release form. Please visit *U.S. Rotary Insurance Portal* to review **Loss Prevention Strategies – Waivers and Releases** for a sample form. Always seek the advice of local legal counsel in drafting and reviewing all agreements.

Vendors / Contractors

Require a written agreement that includes insurance requirements to ensure that your vendors and contractors carry adequate liability insurance and name your club as an Additional Insured on a primary and non-contributory basis. Require a certificate of insurance and an Additional Insured endorsement. Please note that the Program is not intended to cover the liability of other entities that may be working with your club. All entities involved with an event/activity must have their **own** general liability insurance coverage and auto coverage, if applicable. Please visit *U.S. Rotary Insurance Portal* to review **Loss Prevention Strategies – Contract Best Practices**.

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Insurance Requirements

If your club signs an agreement with insurance requirements that are beyond what the Program provides, your club will have to either negotiate to revise those requirements or purchase an insurance policy that meets those requirements – the club program cannot be modified to meet a particular contract's requirements. Example: A banquet hall requests a separate liquor liability limit in addition to general liability coverage.

The general liability policy has a \$2M each occurrence limit that **INCLUDES** liquor liability. The Program does not have separate coverage limits for liquor liability. The program meets a requirement to maintain \$1M general liability coverage including liquor liability. However, the Program does not meet an insurance requirement to maintain \$1M general liability policy **and** a separate \$1M limit specifically for liquor liability – the Program does not have a **separate** \$1M liquor liability limit; liquor liability is **included** in the \$2M general liability coverage limit.

Contract language, including any insurance requirements, can be negotiated. **Read and understand the agreement before signing.** Contact a local attorney before your club signs the contract. Send Risk Management an email if you have questions (insurance@rotary.org). The certificate of insurance on U.S. Rotary Insurance Portal shows the Program's General Liability and Non-owned Auto coverage.

COPYRIGHT INFRINGEMENT & PRIVACY

When your club uses songs, photographs, poems, illustrations, charts, videos, or graphs in presentations, club websites, online or in newsletters and other club publications, you must obtain a license or permission from the author (owner) prior to use. This includes any songs, photos, etc. you find on the Internet or created by a club member. Do not use the content if you cannot identify the copyright owner or if you do not have permission from the owner.

If you want to use content created by a club member, ask them to sign a License Agreement. Alternatively, look for organizations that provides public copyright licenses (Creative Commons), open access images or royalty free licenses. Paying a license fee to use an image is less costly than the costs of responding to a copyright infringement demand letter or defending a lawsuit. Consult an attorney for assistance in determining copyright ownership and licensing. You may have heard others use the term "fair use". Fair use allows limited use of copyrighted material without permission of the copyright owner for purposes such as criticism, parody, news reporting, education, and research. It is a defense to copyright infringement, and likely does not appear to apply to a Club's activities, publications, and promotions.

If you are recording people, including beneficiaries, volunteers, or community members, or using a photograph, video or other recording that includes the image or any personal data of any recognizable person, under right of privacy and publicity laws and regulations, you must obtain written permission from each person (or the parent or guardian of any minor child or individual who lacks legal capacity) before using that photograph, video, or other recording.

COVERAGE TERRITORY

The general liability insurance policy provides coverage for bodily injury or property damage caused by an occurrence that takes place in the coverage territory – defined as the U.S., its territories and possessions, and Canada. Limited coverage is available for claims that occur worldwide but only if the claim is brought, or the lawsuit filed in the coverage territory.

For example, if members travel outside of the U.S., its territories and possessions, or Canada to perform a service project, general liability coverage would apply to the service project if a suit was brought against the club in the coverage territory. Due to the limited coverage outside the U.S., its territories and possessions and Canada, it is recommended you consult with a local insurance professional to consider all coverage options when considering projects outside this coverage territory. There is no travel insurance provided under the Program.

The Directors and Officers / Employment Practices liability insurance policy provides coverage for claims worldwide, where legally permissible.

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CRIME / FIDELITY BOND INSURANCE

The Program **does not** cover theft, embezzlement, paying of false invoices, or check forgery, etc., of club funds or property. Theft claims would be covered by Crime Insurance, which is also referred to as a Fidelity bond or employee dishonesty coverage. Some Crime Insurance policies can include coverage for social engineering. Social engineering is the manipulation of a person in an online environment, encouraging them to divulge – in good faith – sensitive and/or personal information such as account numbers, passwords, or banking information, which can lead to loss of funds.

Your club should determine whether to procure a fidelity bond (aka dishonesty bond or crime insurance). Risk management cannot advise on how much insurance your club might need. As every club has different needs, consult with a local insurance professional (broker or agent) on coverage and limits and discuss with them your club operations. If your club has a foundation, include crime coverage for the foundation as well as the club.

DISTRICT INSURANCE REPRESENTATIVE (DIR)

A DIR is a Rotarian appointed by a District Governor with familiarity and an understanding of commercial liability insurance. DIRs typically have worked in the Risk Management field or have experience as a property and casualty insurance broker, a commercial lines insurance company underwriter or a claims adjuster.

A DIR:

- Reviews resources available to clubs and districts under the U.S. Rotary Club and District Liability Insurance Program (website, insurance broker, Rotary's Risk Management);
- Directs Rotarians to Program resources and uses the district's web page to post current insurance information; and
- Receives and reads email communications from insurance@rotary.org and communicate same to clubs.

FIREWORKS

Information

When your club signs an agreement with a pyrotechnic firm, your club must purchase a primary general liability policy with a minimum limit of \$5M per occurrence/aggregate. *In addition*, your club must require the pyrotechnic firm to carry a limit of \$5M per occurrence/aggregate.

The Program will provide excess insurance over a club's primary insurance policy in the case of a catastrophic loss.

Action

- Contact a local insurance professional to discuss your insurance needs for your event.
- **Send RI Risk Management a Certificate of Insurance evidencing the primary coverage in place for your club's event.** Email to insurance@rotary.org fax to 847-556-2147
- Have an attorney review any contracts associated with the pyrotechnic firm;
- Contact RI Risk Management if your club incurs a loss from your event. (claims@claims.org)

This requirement does not apply if your club's role is to sponsor or provide funding for the fireworks, and another party, such as a municipality or chamber of commerce, signs the contract with the pyrotechnic firm.

With respect to the "sale" of fireworks, there is coverage under the Program, subject to policy terms and conditions, for the "legal sale for fundraising purposes of pre-wrapped fireworks purchased from a licensed third party."

Claims arising out of pyrotechnic events can be very costly. A prior claim arose out of misfired fireworks that injured approximately 100 people resulting in a total claim cost exceeding \$7M. Because the Rotary club was named as an additional insured on the pyrotechnic firm's \$10M policy, the Program and the Rotary club were not impacted by this loss.

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" Please visit *U.S. Rotary Insurance Portal* to see **Loss Prevention Strategies – Use of Fireworks**.

FOUNDATIONS OF CLUBS AND DISTRICTS

The following criteria are considered when confirming a U.S. club or district foundation is covered as a Named Insured under the Program:

- Foundation was created by a formal decision of a club;
- All of its principals, officers, and board members are dues-paying club members (not honorary members);
- The club that created the foundation has the sole authority to name or remove foundation board members;
- Is income tax-exempt under section 501(c)(3) of the Internal Revenue Code; and
- Operates with the sole purpose of supporting the goals of the club through fundraising and contributions to nonprofit organizations and/or individuals in need.

Contact Risk Management at insurance@rotary.org if you have questions.

INCIDENT REPORTING

Please immediately report all incidents and/or losses to Risk Management. The Incident Report form and guidelines are on *U.S. Rotary Insurance Portal* and can be submitted to Risk Management by email to claims@rotary.org or by fax to (847) 556-2147. An Incident Report is notice of an occurrence/loss that may or may not lead to a compensable claim. If the incident involves serious injury or death, please notify RI Risk Management immediately.

Do not voluntarily promise insurance coverage, make payments, or assume any financial obligation, other than providing first-aid, without the insurance company's consent as you could jeopardize your insurance coverage.

The sooner Risk Management knows about an incident; the sooner the incident can be investigated. Complete the incident report form while the facts are fresh in your mind. Include all documentation related to the event when sending in your incident report form. If you are aware of an injury arising out of your club's event, please report it even if your club has not been contacted by the injured person or received notice of a claim relating to the incident.

LARGE EVENTS (EXCEEDING 25,000 IN ATTENDANCE) Information

Your club must purchase a primary general liability policy (that includes coverage for your **all** your event's risks/exposures) with a minimum limit of \$1M per occurrence / \$2M aggregate including liquor liability if applicable to your event.

The Program will provide excess insurance over a club's primary insurance policy in the case of a catastrophic loss.

Action

- Contact a local insurance professional to discuss your insurance needs for your event.
- **Send RI Risk Management a Certificate of Insurance evidencing primary coverage is in place for your club's event. Email to insurance@rotary.org fax to 847-556-2147**
- Contact RI Risk Management if your club incurs a loss from your event
- Have an attorney review any contract associated with the event.

Note: The number of attendees may be difficult to ascertain. The insurance underwriters review permit applications, newspaper articles, festival websites, festival budget etc. to estimate the number of attendees and evaluate the event's risk. Loss history for your club is available upon request.

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Most U.S. clubs do not hold multi-day large attendee fund-raising events which present a greater exposure due past loss history and/or higher risks such as:

- Large crowd concentration risks
- Weather-related risks
- Alcohol consumption related risks
- Food consumption related risks
- Vendor and contractual risks

If your club simply has a booth at a large event or festival, this requirement does not apply.

LIQUOR/ALCOHOL LIABILITY

The Program provides liquor liability coverage for bodily injury or property damage to a third party arising from the selling, serving, or furnishing of alcoholic beverages, subject to policy terms and conditions. Liquor liability is shown on the Certificate of Insurance, so a request to add or include it is not needed.

Note: If a liquor license is required, you must have the liquor license in place or liquor liability will not be provided. The policy excludes injury arising out of any alcoholic beverage while any required license is not in effect. **Be sure your club and vendors are in compliance with local law.**

When possible, use a third-party vendor to provide and sell/distribute liquor for/at your club events. In your agreement, require the vendor to carry liquor liability coverage, request that your club be added as additional insured on their policy (\$1M minimum limit) on a primary and non-contributory basis, and require that the vendor provide you with a certificate of insurance.

When a third-party vendor is not used, please have any Member or volunteer selling/distributing alcohol at the event be familiar with Training Intervention Procedures (TIPS) or equivalent program. TIPS is a program designed to teach serving alcohol responsibly. Additional information can be found at www.gettips.com.

Please visit *U.S. Rotary Insurance Portal* to review **Loss Prevention Strategies – Serving Alcohol at Events**.

LOSS PREVENTION

Loss prevention is a risk management technique that seeks to reduce the possibility a loss will occur and reduce the severity of losses that do occur. Please review the compiled document titled **Loss Prevention Strategies**. There are a variety of topics that relate to many club events. The loss prevention strategies point out common sense basics that are sometimes overlooked when planning club events.

NAMED INSURED (WHO IS COVERED/INSURED?)

These active organizations/programs in the U.S. and its territories and possessions are Named Insureds under the Program:

- Rotary clubs (including newly chartered Rotary clubs) *
- Rotary districts
- Rotary club foundations
- Rotary district foundations
- Interact clubs
- Rotaract clubs
- Rotary Community Corps
- Certified youth exchange organizations (certified by Rotary International)
- RYLA (Rotary Youth Leadership Awards)
- President-elect training seminar organizations (PETS) (including multi-district organizations)
- Rotary Zones

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- Other Rotary organizations as on file with the Rotary International Risk Manager

*Rotary clubs include Satellite Clubs, E-Clubs, Passport Clubs, Corporate Clubs, Cause-Based Clubs and Alumni-based Clubs.

Insureds include members, employees, and volunteers of insured organizations while acting within the course and scope of their roles for the above organizations. However, liability insurance is not first-party health or property insurance. All Rotarians and volunteers are expected to have their own personal health, auto and property insurance. Your club may purchase an accident policy to cover injuries to members and volunteers.

PROFESSIONAL SERVICES

The Program is not intended to cover claims arising out of professional services such as those provided by doctors, dentists, auditors, accountants, architects, or engineers. Professionals should carry insurance appropriate to their vocation.

Elder Care Services – Designated Services or Operations Exclusions

The Program excludes eldercare services performed at an eldercare facility such as an adult day care center or assisted living facility owned, rented, operated, or managed by a Named Insured. This exclusion does not apply to:

- Meals on Wheels or similar senior meal services;
- Eldercare services provided by Rotary members or volunteers at eldercare facilities that are not owned, rented, managed, or operated by a Named Insured; and
- Occasional non-professional services for elders provided by Rotary members or volunteers such as assisting with home repairs or deliveries.

Childcare Services – Designated Services or Operations Exclusions

The Program excludes childcare services performed at a licensed childcare facility owned, rented, operated, or managed by a Named Insured. This exclusion does not apply to:

- Occasional babysitting services provided by members or volunteers outside of a licensed childcare facility.

When working with youth in any capacity, follow the youth protection guidelines for Rotarians on *My Rotary*, including the *Rotary Youth Protection Guide*, and online course, *Protecting Youth Program Participants*.

THE PROGRAM

Refers to the U.S. Rotary Club & District Liability Insurance Program, which provides general liability (GL) and directors and officers/employment practices liability (D&O/EPL) insurance coverage automatically to all active U.S. Rotary and Rotaract Clubs & Districts. It is not necessary to print a certificate of insurance to be covered under the Program.

PROPERTY INSURANCE

The Program does not provide any property coverage. This includes property owned by a club, or loss of property due to theft or embezzlement. If property coverage is needed, please contact a local insurance professional to obtain property insurance.

SEPARATE LEGAL ENTITIES

Please review the **Named Insured** list for Named Insured entities covered under the Program. Separate legal entities are not covered unless listed as a **Named Insured**. **Contact RI Risk Management if you have questions.** (insurance@rotary.org) Please contact a local insurance professional to obtain separate liability insurance for any separate legal entities not covered under the Program.

If your club has or is creating a foundation, please refer to **Foundations** section.

The U.S. Rotary Club and District Liability Insurance Program provides coverage subject to policy terms and conditions. Nothing in this document shall be construed to extend, alter, vary, or waive any of the provisions of the policy.

U.S. ROTARY CLUB AND DISTRICT LIABILITY INSURANCE PROGRAM

FAQ – Common Insurance Concerns

YOUTH

The Program includes coverage for RYLA, Youth Exchange organizations, Interact activities, as well as other youth programs offered by clubs.

The Program provides Sexual Misconduct Liability (SML) coverage on a claims-made basis to protect clubs from claims arising out of alleged sexual misconduct and molestation. Claims-made coverage is limited to claims and incidents that are timely reported during the policy period. This means that any sexual misconduct incidents must be immediately reported to RI Risk Management – even if you do not anticipate a claim arising out of the incident.

Additionally, if an incident arises, follow RI's [youth protection guidelines](#), including reporting the incident to local law enforcement, and contacting RI staff (youthprotection@rotary.org) within 72 hours of the incident.

When working with youth, some facilities/venues may ask your club to provide abuse/molestation coverage. Please contact Risk Management at insurance@rotary.org to request a certificate of insurance that identifies the separate \$2M limit for sexual misconduct liability coverage. Send a copy of your facility/venue agreement in your email.

The Program excludes medical payments for persons injured while practicing, instructing, or participating in any athletic events or activities. Participants (or parents/guardians of youth) in athletic events should sign a release prior to their participation in an athletic event. If there is a suit or claim that alleges the club is liable for injury from athletics, the Program would respond, subject to policy terms and conditions.

In some areas a school district may provide accident coverage for students; please check with the local school district. Your club could purchase an accident policy for those participating in an athletic event as well.

Rotary Youth Programs for Young Leaders staff has compiled resources for members and volunteers who interact with youth. When planning youth activities, please review these resources available on [My Rotary](#), including the [Rotary Youth Protection Guide](#), and online course, [Protecting Youth Program Participants](#).

WHAT IS NOT COVERED – but can be purchased locally

- **Accident** – The Program does not provide accident coverage for volunteers or club members who are injured while working on behalf of the insured club. Accident policies may be purchased locally to cover injuries to a volunteer or club member on a no-fault basis.
- **Bonds** – The Program does not include any type of bonds – Fidelity bonds may be purchased locally for club members or officers who handle money.
- **Crime Insurance** – The Program does not provide any Crime coverage – coverage for theft of money or property by members or others.
- **Cyber Risk Insurance** – The Program does not include any type of Cyber coverage – insurance to protect entities from internet-based risks and data breaches – cyber insurance may be purchased locally.
- **Event Cancellation Insurance** – The Program does not include event cancellation coverage that would cover expenses incurred when an event must be cancelled – event cancellation insurance may be purchased locally.
- **Property Insurance** – the Program does not include any Property coverage – insurance for property owned by your club may be purchased locally.
- **Travel Insurance** – there is no travel coverage provided under the Program.

The U.S. Rotary Club and District Liability Insurance Program provides coverage subject to policy terms and conditions. Nothing in this document shall be construed to extend, alter, vary, or waive any of the provisions of the policy.