

U.S. ROTARY CLUBS AND DISTRICTS LIABILITY INSURANCE PROGRAM

FAQ – Common Insurance Concerns

Throughout the FAQ the U.S. Rotary Club and District Liability Insurance Program is referred to as “Program”. References to coverage under the Program are always subject to policy terms and conditions. Quick Links refers to the section on Gallagher’s Insight Website

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The U.S. Rotary Clubs and Districts 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/district 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 subject to the policy terms and conditions.
 - Example - the owner of a venue/facility may require that it be named as an additional insured when a Rotary club rents space for an 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. An example is a property owner and its property manager requesting they be named as additional insureds when leasing property. Using a Bank’s parking lot – the Bank requires your club to include them as an additional insured as does the Property Manager.

There is no charge or fee to either the Named Insured (club/district) 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. 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.

Additional Insured – what it cannot do

Other organizations 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 operations. There is no coverage under the club’s policy for the sole 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 Gallagher Insurance Website to review **Loss Prevention Strategies – Contract Best Practices**.

Additional Insured Endorsement

If an additional insured endorsement is required, please email a copy of the application, contract, or permit to the insurance broker at rotary@ajq.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 copy of last year’s permit or contract. Additional Insured endorsements **cannot** be found or obtained on Gallagher’s website.

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AIRCRAFT

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

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

Coverage under Program still exists for non-aircraft related claims (example – if an attendee trips and falls on the way to a hot air balloon and files a claim against club, there would be coverage under the Program, subject to policy terms and conditions, as the claim involves a premises exposure and not an aircraft exposure).

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

2020-21 General Liability (GL) / Directors & Officers/Employment Practices Liability (D&O/EPL) Insurance Assessments are below. The assessments are usually available in June and are billed for each policy as a separate line item on the July Club Invoice.

States and Territories	GL Rates	D&O / EPL Rate
CA CT IL ME NJ NH NV NY RI WI	\$7.18	\$0.79
AZ FL LA MA MD MN MO OR PA TN TX WA	\$3.95	
CO IA ID MI NC NM OH OK SC UT VA VT	\$3.41	
AK AL AR DC DE GA HI IN KS KY MS MT ND NE SD WV WY	\$2.82	
American Samoa, Guam, Northern Mariana, Puerto Rico, US VI	\$2.02	

If you want to compare the pricing of your club’s assessments under the Program with another insurance company’s pricing, simply take the rate for your state above times the number of members in your club. For example, a 50-member club in AZ is billed \$197.50 for the general liability coverage and \$39.50 for the D&O.

Section 72.050 of the Code of Policies references Club and District Liability Insurance requirements. Section 72.050.2 references the mandatory participation in the Program by all U.S. (its territories and possessions) Clubs and Districts.

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

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/district. Waivers and releases should be used at every athletic event and copies kept on file with the club or district, 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 [Gallagher Insurance Website](#) to review **Loss Prevention Strategies – Waivers and Releases and Athletic Events and Activities**.

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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 Rotary club business.
- If the Rotary club/district owns an auto, it must be separately insured. There is no comprehensive or collision (physical damage) coverage for any auto. For example, if a Rotarian has an accident while using their auto on Club business, it is their auto liability insurance that applies, not the Program's.
- This is not 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/district, 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/district 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 or district (including on behalf of Interact, RYLA, Rotaract, etc.) should elect the appropriate insurance coverage through the rental agency. The Program provides excess coverage of 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

Gallagher is the insurance broker for the Program. Gallagher acts as an extension of the Rotary International Risk Management team to assist Rotarians with requests such as the issuance of additional insured endorsements or other special requests. Information is housed on Gallagher Insurance Website, Gallagher's dedicated website for all of the Program's insurance information.

Gallagher Insurance Website: <https://rotary.ajg.com>

Username: rotary@ajg.com

Password: [rotarian1](#)

Note: *Gallagher Insurance Website* is for U.S. Rotary club/district/Rotaract club use only.

Rotarians can also contact Gallagher by email (rotary@ajg.com) or by phone 1.833.3ROTARY (1.833.376.8279).

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 certificate of insurance is evidence of insurance coverage; however, it is not a document that is required 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.

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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 Rotary club is involved in the same event, each club should issue their own certificate.

For a certificate of insurance, please visit *Gallagher Insurance Website*: <https://rotary.aig.com> (log-in information above under Broker).

When a separate general liability policy is required of your club or district (for example construction projects, fireworks, events with attendance over 25,000) please send to Risk Management a Certificate of Insurance evidencing the primary coverage is in place for your club or district's event/activity. You can email it to insurance@rotary.org or fax it (847) 556-2147.

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 any liability or any other loss, cost, damage, expense, injury, claim or suit, arising out of, or resulting directly or indirectly, in whole or in part from a communicable disease (including COVID-19).

Communicable Disease means any infectious or contagious substance:

- Including, but not limited to, a virus, bacterium, parasite or other organism or any mutation thereof, whether deemed living or not, and
- Regardless of the method of transmission, whether direct or indirect, including, but not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals, or from any animal to any human or from any human to any animal,

that can cause or threaten damage to human health or human welfare or causes or threatens contamination to property.

For avoidance of doubt, this insurance does not apply to any cost or expense to clean-up, decontaminate, remove, monitor or test for a communicable disease.

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

CONSTRUCTION ACTIVITIES / RENOVATION / HOME REPAIR PROGRAMS

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, subject to policy terms and conditions.

If your club or district is involved in a construction project where the value of materials (donated or purchased) is \$50,000 or more, your club or district is **required** to:

- 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 5 years.
 - Contact an insurance agent or broker to discuss your insurance needs for your construction project.
- The Program will provide excess insurance over a club or district's primary insurance policy in the case of a catastrophic loss.
 - Contact RI Risk Management if your club or district incurs a loss from your event.
- **Send RI Risk Management a Certificate of Insurance evidencing primary coverage is in place for your project or activity.**
 - Email to insurance@rotary.org fax to: 847-556-2147

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- The Rotary club or district should:
 - Have an attorney review any contracts associated with the construction project.
 - Not agree to indemnify any party for anything your club cannot or does not control;
 - Be named as an additional insured on a primary and non-contributory basis on the contractor's applicable insurance policy(ies) and be provided a certificate of insurance;
 - Have a plan for coverage once the construction project is done (maintenance and ownership).

If your club or district is involved in a smaller construction, repair or rehab project, the Program insurance coverage remains unchanged to your club or district. Continue to provide training for your volunteers, when appropriate. All volunteers should sign waiver and release forms, so that they understand and sign off on 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, custody and control of an Insured is excluded.

On [Gallagher Insurance Website](#) please review **Loss Prevention Strategies – Construction Projects** and **Waivers and Releases**.

CONTRACTS & AGREEMENTS

When planning or sponsoring a fundraising event or activity, your club/district should enter into 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/district. Because contracts can be important in transferring risk, reviewing the loss prevention strategies on [Gallagher Insurance Website](#) about waiver/release forms, indemnification/hold harmless language, and contract best practices is recommended. 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 actually 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 as a result of the suit. Indemnification provisions are separate from insurance. Insurers agree to provide coverage only as stated in an insuring agreement, not based on an indemnity provision in a contract. When your club/district agrees to indemnify another party, it is your club/district, 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. Even if there is no coverage under the Program, your club/district 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 own club/district. You should not agree to indemnify another party for risks beyond your control. Please visit [Gallagher Insurance Website](#) 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 [Gallagher Insurance Website](#) to review **Loss Prevention Strategies – Waivers and Releases**. 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/district as an Additional Insured on a primary and non-contributory

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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/district. All entities involved with an event/activity must have their **own** general liability insurance coverage. Please visit [Gallagher Insurance Website](#) to review **Loss Prevention Strategies – Contract Best Practices**.

Insurance Requirements

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

The general liability policy has a \$2M each occurrence limit that **INCLUDES** liquor liability and abuse/molestation. The Program does not have separate coverage limits for abuse/molestation and liquor liability. The program meets a requirement to maintain \$1M general liability coverage including liquor liability and abuse/molestation. However, the Program does not meet an insurance requirement to maintain \$1M general liability policy **and** a separate \$1M limit specifically for liquor liability (or abuse/molestation) – the Program does not have a **separate** \$1M liquor liability limit; liquor liability is **included** in the \$1M 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 or district signs the contract. Send Risk Management an email if you have questions (insurance@rotary.org). The certificate of insurance on Gallagher Insurance website shows the Program's coverage.

COPYRIGHT INFRINGEMENT & PRIVACY

When your club/district uses literary works such as songs, poems, illustrations, photographs, charts, videos, or graphs in presentations, club/district websites, online or in newsletters, you must obtain a license or permission from the author prior to use. This includes any songs, photos, etc. you find on the Internet or created by a Rotary club member. Spend time trying to identify the copyright owner and if you do not have permission from the owner, do not use it.

Look for organizations that provides public copyright licenses (Creative Commons), open access images or royalty free licenses. Paying a small fee to use an image is preferable to your club receiving a copyright infringement demand letter. Consult an attorney for assistance in determining copyright ownership. Please know that "fair use" is a defense to copyright infringement and is applied on a case-to-case basis and generally applies to commentary, criticism and parody and would not apply to a Rotary Club's activities and promotions.

If you are using a photograph, video or other recording that includes the image or any personal data of any recognizable person, you must obtain permission from each person (or the parent or guardian of any minor child) before using that photograph, video or other recording. There are a number of standard release templates online created by rights, arts or photography organizations that may be a comprehensive basis for your document.

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 a Rotary club travels 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.

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

CRIME / FIDELITY BOND INSURANCE

The Program **does not** cover theft, embezzlement, paying of false invoices, or check forgery, etc., of club/district 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.

It is up to your club to determine whether or not to procure a fidelity bond (aka dishonesty bond or crime insurance). Risk management cannot advise how much coverage a club or district should have. As every club and district has different needs, it is beneficial to work with a local insurance professional (broker or agent) and discuss with them what your club or district operations are, in order for them to advise on coverage and limits. If your club/district has a foundation, include crime coverage for the foundation as well as the club/district.

DISTRICT INSURANCE REPRESENTATIVE (DIR)

A DIR is a Rotarian appointed by District Governor with familiarity and an understanding of commercial liability insurance, coming from the Risk Management field, a property and casualty insurance broker, a commercial lines insurance company underwriter or a claims adjuster.

A DIR would:

- Be familiar with and direct Rotarians to the resources available to clubs and districts included under the U.S. Rotary Club and District Liability Insurance Program (website, insurance broker, Rotary's Risk Management);
- Use the District's web page to post current insurance information;
- Receive and read email communications from insurance@rotary.org and communicate same to clubs.

FIREWORKS

If a Rotary club enters into a contract with a pyrotechnic firm or other company hired to detonate fireworks, your club or district is **required** to:

- Purchase a primary general liability policy with a minimum limit of \$5M per occurrence.
 - Contact an insurance agent or broker to discuss your insurance needs for your event.
- The Program will provide excess insurance over a club or district's primary insurance policy in the case of a catastrophic loss.
 - Contact RI Risk Management if your club or district incurs a loss from your event.
- **Send RI Risk Management a Certificate of Insurance evidencing primary coverage is in place for your club or district's event.**
 - **Email to insurance@rotary.org fax to: 847-556-2147**
- The pyrotechnics firm the Rotary club or district is contracting with must have a general liability policy with minimum limits of \$5M per occurrence or the minimum limits required by the city/municipality, whichever amount is greater.
- The Rotary club or district should:
 - Have an attorney review the contracts associated with the pyrotechnic firm;
 - Be named as an additional insured on a primary and non-contributory basis on the pyrotechnic firm's applicable insurance policy(ies) and be provided a certificate of insurance;
 - Not agree to indemnify the pyrotechnic firm for anything your club cannot or does not control.

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 pyrotechnics firm's \$10M policy, the Program and the Rotary club were not impacted by this loss.

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This requirement does not apply if your club or district'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, as long as this is the "legal sale for fundraising purposes of pre-wrapped fireworks purchased from a licensed third party" there is coverage under the Program subject to policy terms and conditions. Please visit [Gallagher Insurance Website](#) to see **Loss Prevention Strategies – Use of Fireworks**.

FOUNDATIONS OF CLUBS AND DISTRICTS

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

- Foundation was created by a formal decision of a Rotary club or district;
- All of its principals, officers, and board members are dues-paying Rotary club members (not honorary members);
- The Rotary club or district 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 Rotary club or district 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 [Gallagher Insurance Website](#) 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)

Rotary clubs and districts that **organize** events exceeding 25,000 attendees over the entire event period are required to:

- Purchase a primary general liability policy (that includes coverage for your event's risks/exposures) with a minimum limit of \$1M per occurrence / \$2M aggregate including liquor liability if applicable to your event.
 - Contact an insurance agent or broker to discuss your insurance needs for your event.
- The Program will provide excess insurance over a club or district's primary insurance policy in the case of a catastrophic loss.
 - Contact RI Risk Management if your club or district incurs a loss from your event.
- **Send RI Risk Management a Certificate of Insurance evidencing primary coverage is in place for your club or district's event.**
 - **Email to insurance@rotary.org fax to: 847-556-2147**
- The Rotary club or district should:
 - Have an attorney review any contract associated with the event.
 - Require your club or district be named as an additional insured on a primary and non-contributory basis on any vendor's applicable insurance policy(ies) and be provided a certificate of insurance.
 - Not agree to indemnify any vendors or contracts for anything your club or district cannot or does not control.

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The number of attendees may sometimes 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/exposure. Loss history for your club or district is available upon request.

The majority of U.S. clubs and districts do not have multi-day large attendee fund-raising events which present a greater exposure due to:

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

The Program requires primary coverage for large events due to higher risk/exposure and/or past loss history. If your Rotary club or district 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 tangible 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.

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

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

Please visit Gallagher Insurance Website to review **Loss Prevention Strategies – Serving Alcohol at Events**.

LOSS PREVENTION

Loss prevention is a risk management technique that seeks to reduce the possibility that 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 Rotary club events. These loss prevention strategies point out common sense basics that are sometimes overlooked when planning club and district events.

NAMED INSURED (WHO IS COVERED/INSURED?)

These active Rotary organizations 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)

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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.

Subject to policy terms and conditions the Program provides coverage for liability arising from Bodily Injury or tangible Property Damage to a 3rd party. Rotarians (and those members of the above Named Insured) are considered 1st parties and are covered for liability arising from their actions on behalf of the Rotary Club (or above Named Insured organizations).

Insureds include members, employees, and volunteers of these 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 insurances. Your club/district can purchase an accident policy as well.

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

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

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 Rotary members or volunteers outside of a licensed childcare facility.

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 active U.S. Rotary 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 district, 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 that are not listed under the **Named Insured, are not covered. Please contact RI Risk Management if you have questions.** (insurance@rotary.org) Please consider contacting a local insurance professional to obtain separate liability insurance.

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

The U.S. Rotary Clubs and Districts 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 CLUBS AND DISTRICTS LIABILITY INSURANCE PROGRAM

FAQ – Common Insurance Concerns

YOUTH

The Program includes coverage for RYLA, Interact, and Rotaract activities. Please note that there is also coverage under the Program for *Certified* Youth Exchange organizations.

The Program excludes medical payments for persons injured while practicing, instructing or participating in any athletic events or activities. Participants of athletic events should sign a release prior to their participation in an athletic event. 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.

In some areas a school district may provide accident coverage for students; please check with the local school district. Your club/district can purchase an accident policy as well.

Contract Insurance Requirements

When working with youth, many facilities/venues will ask your club to provide abuse/molestation coverage. The Program meets a requirement to maintain a \$1M general liability policy **including** abuse/molestation coverage because abuse/molestation is not excluded. We cannot, however, provide a certificate of insurance listing separate sexual abuse coverage limits because the policy does not provide a separate abuse/molestation sublimit. This may have to be explained to the venue/school where your event is being held.

If a contract requires \$1M general liability coverage and a **separate** \$1M abuse/molestation limit your club will have to negotiate the contract terms to allow the abuse/molestation coverage to be **included** in the general liability limit. If you are not successful, your club will need to purchase separate abuse/molestation coverage for your event. The club program cannot be modified to meet a particular contract's requirements

Contract language, including the insurance requirements, can be negotiated. **Read and understand the agreement before signing.** Send Risk Management an email if you have questions at insurance@rotary.org. The certificate of insurance on Gallagher Insurance Website shows the Program's coverage.

When working with youth please be sure to review the Rotary Youth Protection Guide found on Rotary.org.
<https://my.rotary.org/en/document/rotary-youth-protection-guide>

WHAT IS NOT COVERED – but can be purchased locally

- **Bonds** – The Program does not include any type of bonds – If a fidelity bond for club members or officers that handle money is desired the coverage can be purchased locally
- **Crime Insurance** – The Program does not include any type of Crime coverage – coverage for theft of money or property by Rotarians or others
- **Cyber Risk Insurance** – The Program does not include any type of Cyber coverage – coverage for both first and third-party coverages
- **Event Cancellation Insurance** – The Program does not include any type of loss for expenses incurred when an event must be cancelled
- **Property Insurance** – the Program does not include any type of Property coverage – coverage for property owned by your club or district can be purchased locally
- **Travel Insurance** – there is no travel coverage provided under the Program

The U.S. Rotary Clubs and Districts 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.