



NEW YORK STATE WEST YOUTH SOCCER ASSOCIATION

(Underwritten by An A.M. Best Financial Rated "A++" Superior Insurance Company)

NON-PROFIT DIRECTORS AND OFFICERS LIABILITY CLAIMS MADE POLICY Explanation of Coverage

Term of Insurance: November 15, 2018 to November 15, 2019

Insured Persons

State Association and its scheduled Nonprofit Affiliates, including any individual who was, now is, or shall be a director, officer, trustee, employee, volunteer, or committee member of the association.

Policy Limits

\$1,000,000 in the Aggregate for all claims made during the policy period. Defense cost coverage is unlimited and not part of the aggregate limit.

Policy Type

Coverage limited to a **wrongful act** first made while the policy is in force and/or which is reported to the insurance company no later than 60 days after the termination of the policy.

Retention

State Association

\$1,000 each claim inclusive of defense costs for D&O liability claims

\$5,000 each claim inclusive of defense costs for Employment Practices Liability claims

\$15,000 Third Party Employment Practices Liability

Scheduled Affiliate Member Organizations

\$5,000 each claim inclusive of defense costs for D&O liability claims

\$5,000 each claim inclusive of defense costs for Employment Practices Liability claims

\$15,000 Third Party Employment Practices Liability

Coverage

- **Wrongful act** means any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission by the Organization or an insured in the performance of duties on behalf of the entity.
- Employment practices liability coverage includes wrongful termination, sexual harassment, discrimination, and breach of an employment contract.
- NYSWYSA selects defense attorney or consents to the insurer's defense attorney.
- Legal expenses paid on your behalf as they are incurred if defense of claim is tendered to underwriter. If New York State West Youth Soccer Association assumes defense of claim the underwriter will advance defense cost prior to the final disposition of a claim.
- Retention applies to every claim.
- **Claim** includes any written demand for any insured for monetary damages or other relief seeking to hold an insured responsible for a **wrongful act**.
- No personal injury exclusion (defamation, libel/slander coverage included).
- Punitive damage coverage included.
- Third party discrimination coverage is provided under this policy.
- Defense cost coverage for breach of contract claims.

Exclusions

- Fraudulent or dishonest acts
- **Bodily injury, sickness, disease or death, personal injury including emotional distress and mental anguish claims**
- Claims which involve property damage
- Failure to maintain insurance
- Prior known and reported wrongful acts/prior or pending proceedings
- Failure to perform professional services for others
- Sexual abuse exclusion
- Failure to perform professional services for others
- Claims made by a scheduled affiliate against another scheduled affiliate (insured vs insured)
- Class action lawsuits
- Claims involving accreditation, certification, standard setting activities, acts or errors
- Claims involving peer review, credentialing or disciplinary activities acts or errors
- Related Party exclusion – US Club
- Failure to maintain insurance

THIS OUTLINE IS ONLY FOR GENERAL INFORMATION AND NONE OF THE ABOVE SHALL AMEND OR ALTER THE INSURANCE CONTRACT.
THE WORDING OF THE POLICY CONSTITUTES THE ONLY AGREEMENT BETWEEN THE INSURED AND THE INSURANCE COMPANY. CONSULT YOUR POLICY FOR
COVERAGE EXCLUSIONS.