



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Toni Hanes PHONE (A/C, No, Ext): 1-833-3ROTARY E-MAIL ADDRESS: rotary@ajg.com	FAX (A/C, No): 630-285-4062
	INSURER(S) AFFORDING COVERAGE	
INSURED All Active US Rotary Clubs & Districts ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698	INSURER A: Westchester Surplus Lines Insurance Company 10172	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 899307648 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	G73578917 002	7/1/2023	7/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			G73578917 002	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A	NOT APPLICABLE		PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 



ROTARY INTERNATIONAL

U.S. ROTARY CLUB & DISTRICT LIABILITY INSURANCE PROGRAM 2023-24 Insurance Policy Summaries

General Liability Policy Summary
Directors & Officers / Employment Practices Liability Summary

The U.S. Rotary Club & District Insurance Program ("Program") provides general liability (GL) and directors & officers / employment practices liability (D&O/EPL) insurance coverage to active U.S. Rotary and Rotaract Clubs and Districts (subject to policy terms and conditions).

Risk Management
July 2023

U.S. ROTARY CLUB AND DISTRICT LIABILITY INSURANCE PROGRAM

1 July 2023/24 Insurance Policy Summaries

GENERAL LIABILITY POLICY SUMMARY

The U.S. Rotary Club and District Liability Insurance Program ("Program") provides general liability insurance coverage to all active U.S. Rotary and Rotaract clubs and districts for their liability arising out of bodily injury and property damage to a third party, subject to policy terms and conditions. Below is an overview of the general liability insurance provided by the Program.

Note: Throughout the document "Club" refers to Rotary and Rotaract clubs, and Districts. "Members" includes Rotarians and Rotaractors.

INSURANCE QUESTIONS

If you have questions, please contact:

Gallagher Insurance Broker

Phone: (833) 3ROTARY or (833) 376-8279

Email: rotary@ajg.com

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

HOW TO OBTAIN A CERTIFICATE OF INSURANCE

To access a certificate of insurance, please visit the [Gallagher Insurance Website](#), set up for U.S. Rotary members.

HOW TO OBTAIN AN ADDITIONAL INSURED ENDORSEMENT

If you need an additional insured endorsement, it must be required in a written contract, application or permit the club enters into with another party. Please send the contract, application or permit requirements to Gallagher via email and allow 3 to 5 business days for the document(s) to be issued to the club via email.

INSURANCE ASSESSMENTS

Annual assessments are charged to all insured U.S. Rotary clubs through the July Club Invoice. Rotaract clubs are billed in January. Insurance assessments fund PPH National Insurance Co. (PPH Captive) and the cost of commercial insurance premiums. The assessment amounts are prepared annually by an actuary and depend on claims activity per state, funding needs of the self-insured retention, the cost of commercial insurance, and premium credit for past claims history.

LIMITS

\$ 2,000,000	Per occurrence, primary insurance
\$ 2,000,000	Non-owned and rented auto liability (excess of personal auto liability insurance)
\$ 2,000,000	Sexual misconduct liability
\$ 5,000,000	Per occurrence, excess insurance

The first \$250,000 of each claim is paid by PPH Captive from assessments collected from U.S. members.

Rotary International purchases additional insurance for catastrophic losses.

COVERAGE TERRITORY

The general liability insurance policy provides coverage for claims that occur in the U.S., its territories and possessions, and Canada. Limited coverage is available for claims that occur worldwide, if the lawsuit is filed in the U.S., its territories and possessions, or Canada.

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 policies.

U.S. ROTARY CLUB AND DISTRICT LIABILITY INSURANCE PROGRAM

1 July 2023/24 Insurance Policy Summaries

NAMED INSURED ENTITIES

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)
- Rotary Youth Leadership Awards (RYLA)
- President-elect training seminar organizations (including multi-district organizations)
- Rotary Zones
- Other Rotary organizations as on file with Rotary International Risk Manager

Insureds include members, employees, and volunteers of these organizations while acting within the course and scope of their roles for the above organizations.

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

**The following criteria are considered when confirming a club 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, other than honorary members;
- The club that created the foundation should have the sole authority to name or remove foundation board members;
- The foundation is income tax-exempt under section 501(c)(3) of the Internal Revenue Code;
- The foundation operates with the sole purpose of supporting the goals of the club through fundraising and contributions to nonprofit organizations and/or individuals in need.

ENTITIES NOT INSURED

Below are some organizations that are not insured under the Program:

- Provisional Rotary clubs,
- Fellowship organizations,
- Rotary Action Groups,
- Inner Wheel organizations,
- Gift of Life organizations,
- Youthact,
- Earlyact or similar organizations,
- Camp operations and related entities which are organized and run by clubs
- Other entities created by Insureds (other than the organizations listed under Named Insured Entities).

Clubs are covered for their vicarious liability for general liability claims arising from these organizations. Vicarious liability is when there are allegations of liability for the negligent actions of another organization, without direct responsibility for the injury or damage.

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 policies.

U.S. ROTARY CLUB AND DISTRICT LIABILITY INSURANCE PROGRAM

1 July 2023/24 Insurance Policy Summaries

INCIDENT REPORTING

Please immediately report all incidents and/or losses to RI Risk Management. Insurance coverage could be jeopardized if you voluntarily promise insurance coverage, make payments, or assume any financial obligation, other than providing first-aid, without the insurance company's consent. The Incident Report form is on the [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.

COVERAGES PROVIDED

- **General Liability** protects clubs against liability claims for bodily injury to a third party and damage to a third party's property. This insurance is typically required by a lessor/municipality when a club holds events, fundraisers, or other activities.
- **Personal and Advertising injury**, including **copyright infringement** in your "advertisement". "Advertisement" means a notice that is broadcast or published to the general public including material placed on the internet.
- **Liquor Liability** for injury to a third party arising from the selling, serving or furnishing of alcoholic beverages. Coverage is included for a club that is selling, serving, or furnishing alcoholic beverages.
 - 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.
- **Medical Payments (Med Pay)** is a type of no-fault coverage for bodily injury. This coverage pays for medical expenses incurred by a third party for an injury sustained while not admitting liability or fault. The Program excludes medical payments for persons injured while practicing, instructing or participating in any athletic events or activities.
- **Non-Owned/Rented Auto Liability** for the use of hired, leased, borrowed, or non-owned autos. This coverage responds after any insurance carried by the owner/operator of the vehicle is exhausted. This excess coverage is intended for insured entities only and does not extend to individual auto owners.
 - If the Rotary club owns an auto, it must be separately insured by the club.
 - There is no comprehensive or collision coverage for **damage** to any auto operated by the club.
 - **Note:** The coverage territory for non-owned/hired auto liability coverage is limited to only the U.S., its territories and possessions, and Canada.
- **Sexual Misconduct.** The Program provides Sexual Misconduct Liability coverage on a claims-made basis to protect clubs from claims arising out of alleged sexual misconduct. Sexual misconduct means sexual molestation, including but not limited to, any unwanted sexual involvement, sexual conduct or sexual contact. 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.
- To review all coverages, refer to the General Liability Insurance Policy that is on the [Gallagher Insurance Website](#). For more detailed information on the above coverages, please see the FAQ and/or Loss Prevention Strategies on the [Gallagher Insurance Website](#).

U.S. ROTARY CLUB AND DISTRICT LIABILITY INSURANCE PROGRAM

1 July 2023/24 Insurance Policy Summaries

REQUIREMENTS DUE TO PROGRAM LIMITATIONS

Construction projects

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 [Gallagher Insurance Website](#).
- Contact RI Risk Management at claims@claims.org if there is an incident/claim.

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.

Damage to property (such as equipment, materials, personal property) in the care, of an Insured i.e. your club is excluded.

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.
- Have an attorney review any contracts associated with the pyrotechnic firm.
- Send RI Risk Management a Certificate of Insurance evidencing the primary coverage in place for your club or district's event. **Email to insurance@rotary.org fax to 847-556-2147**
- Contact RI Risk Management at claims@claims.org if there is an incident/claim.

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."

U.S. ROTARY CLUB AND DISTRICT LIABILITY INSURANCE PROGRAM

1 July 2023/24 Insurance Policy Summaries

Events with Attendance Exceeding 25,000

Information

Your club must purchase a primary general liability policy (that includes coverage for your **all** your event's risks) 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 insurance needs for your event.
- Have an attorney review any contract associated with the 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**
- Contact RI Risk Management at claims@claims.org if there is an incident/claim.

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.

EXCLUSIONS

Some notable exclusions listed in the General Liability Insurance Policy are below. For a full list of exclusions review the General Liability Policy on the [Gallagher Insurance Website](#).

If separate insurance is needed, please contact a local insurance professional. Refer to the Loss Prevention Strategies & FAQ links on the [Gallagher Insurance Website](#) for additional information on a particular topic.

- **Communicable Disease Exclusion**
The Program **does not** provide coverage for injuries, claims, costs or damages arising out of or resulting directly or indirectly, in whole or in part from a communicable disease (including COVID-19).
- **Eldercare Exclusion**
The Program **does not** provide coverage for claims arising from eldercare services performed at an adult day care center/assisted living facility owned, rented or managed by a club. This exclusion does not apply to senior meal services such as Meals on Wheels; services provided by members or volunteers at facilities not owned, rented or managed by a club; or non-professional services for elders provided by members or volunteers such as assisting with home repairs or deliveries.
- **Childcare Exclusion**
The Program **does not** provide coverage for claims arising from childcare services performed at a licensed childcare facility owned, rented or managed by a club. This exclusion does not apply to occasional babysitting services provided by Rotary members or volunteers outside of a licensed childcare facility.
- **Aircraft Exclusion**
The Program **does not** provide coverage for claims arising out of the use of aircraft. Aircraft includes, but is not limited to, spacecraft, satellite, hot air balloon, drone, helicopter, or missile. If your club is involved in events with aircraft activities, work with an insurance professional on how to properly protect your club from claims or lawsuits that may arise from aircraft.

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

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 policies.

U.S. ROTARY CLUB AND DISTRICT LIABILITY INSURANCE PROGRAM

1 July 2023/24 Insurance Policy Summaries

- **Crime**
The Program **does not** cover theft of club funds or property. Theft is covered by Crime Insurance, which is also referred to as a Fidelity bond or employee dishonesty coverage. Your club should determine whether to procure a fidelity bond (aka dishonesty bond or crime insurance). If your club has a foundation, include crime coverage for the foundation as well as your club.
- **Property**
The Program **does not** provide any property coverage. This includes property owned by or in the care of a club, or loss of property due to theft or embezzlement.

U.S. ROTARY CLUB AND DISTRICT LIABILITY INSURANCE PROGRAM

1 July 2023/24 Insurance Policy Summaries

DIRECTORS & OFFICERS / EMPLOYMENT PRACTICES LIABILITY POLICY SUMMARY

The U.S. Rotary Club and District Liability Insurance Program ("Program") provides directors & officers/employment practices liability (D&O/EPL) insurance to active U.S. Rotary and Rotaract Clubs and Districts. Below is an overview of the D&O/EPL insurance provided by the Program.

Note: Throughout the document "Club" refers to Rotary and Rotaract clubs, and Districts. "Members" includes Rotarians and Rotaractors.

Directors & Officers Liability (D&O) insurance provides coverage for claims made against club directors and officers for liability arising out of the performance of their duties, such as allegations of mismanagement of funds or failure to enforce bylaws. Please see the definition of D&O Claim on page 9.

Employment Practices Liability (EPL) insurance provides coverage for claims arising out of club/district employment related practices. Please see the definition of Employment Practices Claim on page 9.

Note: Rotary members are added to the definition of an employee.

INSURANCE QUESTIONS

If you have questions, please contact:

Gallagher Insurance Broker

Phone: (833) 3ROTARY or (833) 376-8279

Email: rotary@ajg.com

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

INSURANCE ASSESSMENT

Annual assessments are charged to all insured U.S. clubs through the July Club Invoice. Rotaract clubs are billed in January. Insurance assessments fund PPH National Insurance Co. (PPH Captive) and the cost of commercial insurance premiums. The assessment amounts are prepared annually by an actuary and depend on funding needs of the self-insured retention, the cost of commercial insurance, and premium credit for past claims history.

LIMITS

\$ 2,000,000 Per claim limit

\$ 20,000,000 Aggregate

The \$25,000 deductible applicable to each claim is paid by PPH Captive from assessments collected from U.S. members.

COVERAGE TERRITORY

Worldwide, where legally permissible.

INSURED PERSONS

Insured persons include any past, present or future director, trustee, advisory board member, officer, governor, or managing member of a management committee of an insured entity, or any employee, volunteer or member of an insured entity.

U.S. ROTARY CLUB AND DISTRICT LIABILITY INSURANCE PROGRAM

1 July 2023/24 Insurance Policy Summaries

INSURED ENTITIES

These active Rotary organizations in the U.S. and its territories and possessions are insured 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 (including multi-district organizations)
- Rotary Zones
- Other Rotary organizations as on file with the Rotary International Risk Manager

*Clubs include Satellite Clubs, E-Clubs, Passport Clubs, Corporate Clubs, Cause-based Clubs and Alumni-based Clubs

**The following criteria are considered when confirming a U.S. club 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, other than honorary members;
- The club that created the foundation should have the sole authority to name or remove foundation board members;
- Is income tax-exempt under section 501(c)(3) of the Internal Revenue Code;
- Operate with the sole purpose of supporting the goals of the club through fundraising and contributions to nonprofit organizations and/or individuals in need.

ENTITIES NOT INSURED

Below are some of the organizations that are not insured under the Program:

- Provisional Rotary clubs
- Fellowship organizations
- Rotary Action Groups
- Inner Wheel organizations
- Gift of Life organizations
- Youthact,
- Earlyact or similar organizations
- Other entities created by insureds (other than the organizations listed under Named Insured Entities)

INCIDENT REPORTING

Please immediately report all incidents and/or losses to Risk Management. Insurance coverage could be jeopardized if you voluntarily promise insurance coverage, make payments, or assume any financial obligation, other than providing first-aid, without the insurance company's consent. The Incident Report form is on the **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.

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 policies.

U.S. ROTARY CLUB AND DISTRICT LIABILITY INSURANCE PROGRAM

1 July 2023/24 Insurance Policy Summaries

DEFINITIONS

See the D&O/EPL policies for a complete list of definitions.

D&O Claim

Includes any of the following actions against an Insured for a Wrongful Act:

- A written demand (excluding a subpoena) for monetary, non-monetary, injunctive, or declaratory relief including a request for alternative dispute resolution, extradition, or request to toll or waive a statute of limitations;
- Civil or criminal proceeding commenced by the earlier of (a) the return of service of a complaint or indictment upon an insured; (b) the filing of an indictment or information with respect to an insured; or (c) the arrest or detainment of an insured; or
- A formal administrative or regulatory proceeding evidenced by a formal notice of charges or a formal notice of investigation.

Employment Practices Claim

Includes any of the following by or on behalf of an employee (past, present or future worker, volunteer, intern, or independent contractor of an insured entity), applicant or third party, in their capacity as such, against an insured, for a Wrongful Act against an Insured in connection with any actual or alleged:

- Wrongful employment practice which means any employment related:
 - Breach of any written employment contract or agreement;
 - Discrimination;
 - Harassment;
 - Retaliation;
 - Workplace tort;
 - Or wrongful employment decision; or
- Third party wrongful act meaning any discrimination or harassment of a third party committed, attempted, or allegedly committed or attempted by an insured in such capacity.

Insured:

Any insured person or any insured entity.

Insured Persons:

Any past, present or future director, trustee, advisory board member, officer, governor, or managing member of a management committee of an insured entity, or any employee, volunteer or member of an insured entity.

D&O Wrongful Act:

Any error, misstatement, misleading statement, act, omission, neglect, or breach of duty (including personal injury or publisher injury) committed, attempted or allegedly committed, or attempted, by an insured person in his/her capacity as such or an insured entity; or matter claimed against an insured person solely by reason of his/her status as such.

EPL Wrongful Act:

Any wrongful employment practice but only with respect to any employee or any applicant; or any third party wrongful act but only with respect to any third party. A wrongful act includes any actual or alleged conduct that takes place via electronic communication, including social media and internet websites.

U.S. ROTARY CLUB AND DISTRICT LIABILITY INSURANCE PROGRAM

1 July 2023/24 Insurance Policy Summaries

EXCLUSIONS

The D&O coverage part excludes loss in connection with any claim:

- Based upon or arising from **Conduct** meaning the gaining of profit or other advantage to which the insured was not legally entitled; or commission of a deliberate crime, deliberate fraud, or deliberate dishonest act or omission, or willful violation of any law or regulation;
- Based upon or arising from **Prior Notice** meaning any matter, fact, circumstance, or wrongful act that has been the subject of any notice accepted under any not-for-profit directors and officers liability policy;
- Based upon or arising from **Cyber event** meaning any actual or alleged exploit; unauthorized access or use; network impairment; or failure to implement, maintain or comply with federal, state or local law, statute or regulation, or an insured entity's internal written policies and procedures, with respect to protected information;
- Based upon or arising from **Contractual liability** meaning your actual or alleged liability voluntarily undertaken by you in any contract or agreement. Contractual liability does not include liability that would be imposed upon you in the absence of such contract or agreement;
- Based upon or arising from **Professional services** meaning the performance of, or failure to perform, services for others for a fee or other remuneration;
- Based upon or arising from **abuse or molestation** meaning any actual, alleged, attempted, proposed or threatened sexual molestation, abuse, assault, or battery, whether or not intentional, of any natural person;
- For **Bodily injury** meaning any actual or alleged bodily injury, sickness, disease, death, emotional distress or mental anguish of any natural person;
- For **Property damage** meaning any actual or alleged damage to, or destruction of, any tangible property including loss of use or diminution of value; and
- Brought by or on behalf of any insured entity.

The EPL coverage part excludes loss in connection with any claim based upon or arising from:

- **Assumed liability** meaning your voluntary assumption of liability of others undertaken by you in any oral or written contract or agreement, unless such liability would have attached to you in the absence of such contract or agreement;
- **Prior notice** any matter, fact, circumstance, situation, transaction, event or wrongful act that has been the subject of any notice accepted under any employment practices liability policy or comparable policy;
- **Wage and hour** meaning any actual or alleged violation of any United States law which regulates or governs employment wage, pay, or labor requirements or standards (except for the Equal Pay Act);
- **Property damage or Bodily injury** except for emotional distress, mental anguish or humiliation when made in connection with an employment practices claim;
- **Worker benefits** meaning any actual or alleged violation of any United States law governing workers' compensation, unemployment insurance, social security, or disability benefits;
- **ERISA**; and
- **Abuse or molestation** meaning any actual, alleged, attempted, proposed or threatened sexual molestation, abuse, assault, or battery, whether or not intentional, of any natural person.

See the D&O/EPL policy for a complete list of exclusions.

Note: Please review the insurance policy posted on the [Gallagher Insurance Website](#) for more information about the terms and conditions of coverage.