

## CONFERENCE GUIDE TO PURCHASING INSURANCE

NCAA has asked BWD Sports and Entertainment, LLC to prepare the following insurance considerations for college conference administrators to utilize when purchasing insurance. Please note that this document provides suggestions and considerations only and may not address all exposures of a college conference. Conference administrators should work with their chosen insurance advisors to determine the type, level, and scope of insurance coverage necessary to meet their particular circumstances.

### FINANCIAL STRENGTH OF INSURER

An occurrence today may result in a claim several years from now. Therefore, it is important that the insurer you select has the financial strength to pay claims both now and in the future. The A.M. Best Company provides insurance company ratings to help evaluate the strength of an insurer. BWD recommends its Sports/Entertainment clients to work with insurers with a minimum A.M. Best Rating and Financial Size of A- (Excellent), VII. An insurer's A.M. Best Rating can be verified via [www.ambest.com](http://www.ambest.com), or by requesting this information directly from your insurance advisor.

### SELECTING LIMITS

The type and number of activities that a conference organizes and the extent of the conference's direct involvement in these activities affect the conference's exposure to loss. The decision on how much insurance to carry should be discussed with the conference's insurance advisor who may provide information on limits carried by organizations of a similar size and nature. Unfortunately, it is not possible to know with 100% certainty what will prove to be an "adequate" limit because of the unknown factors associated with liability. A minimum limit standard is at least \$1,000,000 per occurrence/loss. This coverage amount is also the minimum amount typically required in third-party contractual arrangements.

### OTHER CONSIDERATIONS

It is important to forever retain all occurrence-based policy documents (e.g. Commercial General Liability, Crime, Workers' Compensation policies). Occurrence based policies will respond to claims when the loss occurred (not when the loss was reported). For example, if a claim is reported today for a loss that occurred ten years ago, the policy that was issued ten years ago will respond rather than the policy that is in effect today.

It is of the utmost importance that you accurately complete all of your insurance applications and reveal all applicable exposures, including all sports applicable to your conference. Failure to disclose information may result in denial of a claim. Keep your insurance brokers/carriers apprised of any new developments relating to your conference.



**COMMERCIAL GENERAL LIABILITY (CGL)**

Commercial General Liability policies are designed to cover your organization with respect to claims of bodily injury, property damage, and/or personal/advertising injury liability arising out of your business operations.

CGL policies provide either claims-made coverage or occurrence-based coverage. An “occurrence” policy offers permanent coverage for incidents that occur during the policy period. A “claims-made” policy covers claims that are made (reported) during the policy term, and will cover claims after the coverage period ONLY if the insured purchases extended reporting period or “tail” coverage. More often than not, contracts will require an occurrence-based CGL policy.

A standard CGL policy will provide coverage for the operations of a college conference, but there are certain exclusions and limitations that may restrict important coverages. The following provides a description of notable coverages you may consider, exclusions or limitations to look for, and coverage enhancements you may want or need.

COVERAGE	DESCRIPTION
<b>COMMERCIAL GENERAL LIABILITY NOTABLE COVERAGES</b>	
Participant Legal Liability	Confirm with your insurance advisor that the conference’s policy provides coverage for claims of bodily injury resulting from sports participation (typically referred to as “participant legal liability”). This is a primary source of exposure for a college conference so you want to confirm that coverage is in place and that you understand any restrictions or limitations that apply.
Terrorism	Certified acts of terrorism are eligible for coverage under TRIA. Certified acts occur in the U.S. and are committed by someone acting on behalf of a foreign person or foreign interest. Non-certified acts do not meet the criteria for certified acts (for example, a domestic act by a U.S. citizen). Non-certified acts do not trigger federal reimbursement under TRIA. If you wish to have coverage for losses related to a terrorist act, you should accept coverage for certified acts of terrorism offered by the insurer. Commercial insurers must offer coverage for "certified acts of terrorism" but are free to either cover or exclude "noncertified acts of terrorism."
Additional Insureds	Many conferences have sponsorship relationships or venue use agreements that require the conference to name a third party as an additional insured. Determine in advance whether there will be premium implications for such requests. Also determine whether the policy requires a written contract or agreement in order to provide additional insured status.

<b>COMMERCIAL GENERAL LIABILITY EXCLUSIONS OR LIMITATIONS TO LOOK FOR</b>	
Sport-specific or activity-specific exclusions	If the policy includes sport or activity-specific exclusions, be sure that they are not for any sports or activities with which your conference is involved (for example, a policy could specifically exclude claims related to the use of a javelin).
Concussions	Insurers in general are adding concussion exclusions on liability policies, even on sporting activities where concussions are not prevalent. Conferences should share its concussion protocols with insurers and also explain what is being done to mitigate the problems relating to concussions. Consult with your insurance broker to explore options to avoid a concussion exclusion on your liability policies.



Designated Operations or Activities Provision	Insurers may limit the scope of coverage by specifically listing what the policy covers. If your policy contains such a limitation, you must ensure that the wording is broad enough to encompass all your regular day-to-day business operations plus any special events you conduct. If possible, this type of limitation should be avoided.
Fireworks	Some policies contain exclusions or limitations with respect to fireworks. If fireworks or pyrotechnics are a part of any conference activities, you should evaluate the coverage provided to ensure that it is appropriate for your situation.
Abuse/Molestation	If the conference organizes or operates activities that involve youth, you may have exposure with respect to claims of abuse or molestation and should confirm that your policy provides coverage for such exposures. Additionally, you may be required to carry this coverage if you plan to utilize a third party's premises where youth are present (for example, you may wish to hold a practice at a local high school, and the high school requires you to have abuse/molestation coverage because the high school has youth on its premises).
Damage to Property in your Care, Custody, Control	Standard Commercial General Liability policies exclude coverage for liability you incur as a result of damage to personal property in your care, custody, or control. An example of this exposure is if your conference is storing another individual's or organization's equipment. If this situation applies, it is prudent to verify with the equipment owner that adequate property insurance is maintained. If the conference has exposure in this area, it should be discussed with your insurance advisor to determine the best approach for insurance.

<b>GENERAL LIABILITY COVERAGE ENHANCEMENTS YOU MAY WANT OR NEED</b>	
Sports Trainers Liability	If a conference utilizes or employs trainers and wants to provide liability coverage for these individuals, it is important to discuss whether the insurer offers a sports trainers endorsement to provide coverage for medical services provided by trainers (standard policy language excludes coverage for individuals who provide professional medical services).
Worldwide	Standard policy language applies only with respect to suits brought in the United States, its territories and possessions, and Canada. If the conference conducts international activities, the conference may wish to purchase coverage that applies to suits brought outside the standard coverage territory as well.
Watercraft Extension	If any non-owned watercraft over 26 feet in length are operated by, rented, chartered or loaned to the conference (such as for a crew event), the standard general liability policy will need to be endorsed to provide coverage for this exposure. Owned watercraft would require a separate policy.
Amend Bodily Injury Definition	The insurer may be willing to broaden coverage by modifying the standard definition of bodily injury to include mental anguish, mental injury, shock, fright, or humiliation associated with a bodily injury.
Waiver of Transfer of Rights of Recovery Against Others to Us	This endorsement does not increase coverage, but it confirms that you and your insurer acknowledge that you have waived your rights of recovery against another party. If you waive your rights of recovery against another party, you are also waiving the insurer's ability to recover from that party. Some insurers charge additional premium for this endorsement. However, the endorsement itself does not actually increase exposure to the insurer; the standard, unendorsed CGL policy form allows you to waive your rights of recovery against



	another party without jeopardizing coverage as long as it is done before a loss. Lease agreements with facilities may require you to waive your right of recovery against them, and when you sign a lease with this language, you are also waiving the insurer's right to recover. The facility may require you to provide evidence from the insurer, via endorsement, that rights of recovery against them have been waived. Talk to your insurance representative about the best way to work with your insurer on this item.
Liquor Liability	Standard Commercial General Liability forms typically include coverage for "Host Liquor Liability," but exclude alcohol-related losses if the insured is involved in "the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages." While college conferences may not do this as a primary business function, coverage is sometimes restricted in the case of nonprofit and other organizations that may sell alcoholic beverages in connection with fundraising or other organizational activities (such as a conference championship event at which alcohol is sold). In this case, full Liquor Liability coverage is necessary. As part of discussions with your insurance advisor, you should discuss events where alcohol will be sold or provided to determine whether full Liquor Liability coverage is needed, or if the Host Liquor Liability coverage provided under your CGL policy is sufficient. It is also important to verify that concessionaires and vendors serving alcohol are properly licensed and insured with Liquor Liability coverage, and the conference is named as additional insured.
Knowledge of Occurrence	Many insurers are willing to endorse the policy to say that the insurer shall not consider the conference to have knowledge of a claim until the conference commissioner or a senior officer of the conference has been notified of the circumstances in writing. Through this endorsement, the insurer acknowledges that the conference commissioner must know about the claim in order for it to be reported.

**DIRECTORS AND OFFICERS LIABILITY (D&O)**

Directors and Officers Liability policies are designed to cover an organization and individuals for claims alleging wrongful acts. There are many different policy forms that provide the same basic coverage but may have enhancements or exclusions that are of particular interest to a college conference. The following provides a description of core coverage, exclusions or limitations to look for, and coverage enhancements you may want or need.

COVERAGE	DESCRIPTION
<b>DIRECTORS &amp; OFFICERS CORE COVERAGE</b>	
Insureds	Coverage should include past, present, and future directors, officers, trustees, employees, committee members, and volunteers. In addition, some policies extend coverage to spouses of these individuals in the event they are brought into a lawsuit. It is important that the correct entity be named on the Declaration pages, so that all subsidiaries are also covered under the policy. If not, they will need to be listed separately in order to be covered.



Non-Monetary	Coverage should apply to claims for which monetary and non-monetary demands are made. It is important to confirm that the policy includes both triggers in the definition of Claim. Non-monetary claim examples include administrative proceedings or demands for injunctive relief. The defense costs associated with such claims could be significant, as this could also include Antitrust or eligibility related matters.
Employment Practices Liability (EPL)	Most Not for Profit D&O policies contain EPL Coverage. This can also be purchased on a separate policy, should you not wish to combine the limits. In any case, this coverage should apply to claims brought by employees or former employees relative to employment practices (such as wrongful termination, failure to promote, age discrimination, etc.). It should also contain coverage for claims by third parties, such as vendors or guests.

<b>DIRECTORS &amp; OFFICERS EXCLUSIONS OR LIMITATIONS TO LOOK FOR</b>	
Breach of Contract	Many D&O policies exclude breach of contract because it is an exposure that is considered to be within the control of an insured. However, under the EPL coverage section, there may be limited coverage for employment practices claims alleging breach of a written or implied employment contract.
Punitive Damages/Multiplied Portion of Damages	The policy may exclude coverage for punitive damages or the multiplied portion of damages (e.g. treble damages) and in certain jurisdictions these exposures are uninsurable. However, the policy should provide this coverage where it is allowable by law, under most favorable venue language in the policy form
Wage & Hour	Most EPL policies will exclude coverage for Wage and Hour claims, but it may be possible to purchase a sublimit from some carriers, to address this issue. Wage and Hour claims could include allegations of Fair Labor Standard Act (FLSA) violations. It is possible that a conference could be named in such a lawsuit, in addition to other plaintiffs, such as a member institution and NCAA.
Insured vs. Insured	If the policy excludes claims brought by one insured against another insured, it should clarify that the exclusion does not apply to employment practices.
Prior/Pending Litigation or Retroactive Dates	When policies provide claims-made coverage (such as D&O and some Professional Liability policies), the insurer seeks only to insure those claims that are brought during the policy period. When marketing coverage, it is important to work with your insurance advisor to confirm whether the conference may experience any gaps in coverage as a result of changes in insurers or retroactive dates. If you have had claims activity in the past or are aware of a situation that could give rise to a claim in the future, be sure to expressly discuss the coverage implications with your insurance advisor (in certain circumstances, you may wish to purchase “tail coverage”). Some policies include automatic “extended reporting periods” that enable the insured to report claims for a certain number of days following the policy expiration date. Maintaining continuity of coverage and policy renewal is also important to minimize potential insurance gaps.



<b>DIRECTORS &amp; OFFICERS COVERAGE ENHANCEMENTS YOU MAY WANT OR NEED</b>	
Serving on Boards of Other Organizations	Some insurers provide coverage to individual insureds while serving on the Board of Directors of another not-for-profit organization at the direction of the insured entity.
Anti-Trust	Coverage may be available for anti-trust lawsuits. College conferences may have exposure in this area if the conference makes decisions that affect participants within the conference on a blanket basis and could be held to constitute a restriction of trade or competition.
Duty to Defend/Ability to Appoint Legal Counsel	Directors and officers policies may include a duty for the insurer to provide a defense or may provide for the indemnification of the insured after costs are incurred. If the insurer has a duty to defend, it likely has the right to appoint legal counsel. It is important to understand how the claims management process will work in the event of a claim in advance, so there are no surprises when, and if, the conference has a claim. In most cases, a firm can be pre-approved prior to binding the policy, and can be endorsed on to the final policy. If you have a specific counsel you intend to use, this is a topic that should be addressed during your negotiations with the insurance carrier.



**OTHER MANAGEMENT LIABILITY COVERAGES TO CONSIDER**

Cyber Liability	With the increase in use of electronic data communications, Cyber Liability is coverage that all entities should consider exploring. Conferences likely hold data which is considered sensitive and personal. If this information is breached and released, there are exposures which will be uncovered by other insurance policies, which could include: regulatory costs, defenses costs, personal notification costs, forensic costs, and public relations costs. All of these expense would be covered under a Cyber Liability policy. In addition, many carriers have a list of vendors that can help you mitigate the exposures when you do have a breach. This cuts down the time and financial costs in addressing the breach. The information doesn't actually have to get released for these policies to react. In recent months, Ransomware claims are on the rise. This is where a hacker locks down your computer system and demands a ransom payment from you before unlocking your access to your own data. This policy should also react to those claims.
Crime	Not to be confused with the Crime coverage noted in the Property policy section below, a separate crime policy should be considered in order to cover the conference in the event of an employee theft of funds. This policy could also address the following: Money in transit, fraudulent use of corporate cards, forgery, funds transfer fraud, and ERISA Fidelity (required if you have funds in a 401k or similar retirement account). In addition to the standard Crime clauses noted above, there has been a significant rise in "Social Engineering" claims, which is currently the fastest growing type of crime loss. This occurs when someone uses a computer system to pose as another person, potentially altering payment instructions. Your employee then follows those false instructions to wire/transfer funds, believing they are legitimate. Under the normal crime policy, this situation is NOT specifically covered. It is imperative that this situation be discussed when looking to purchase Crime coverage, as not all insurers will offer this enhancement. There could also potentially be some cross coverage with the Cyber Liability policy.
Media Professional Liability	If the conference is involved with publishing or broadcasting activities, there may be a need for separate Media Liability coverage. This coverage protects the conference from allegations of defamation, discrimination, or trademark infringement related to content published or disseminated in print, on websites, or via social media. The definition can be amended to encompass all forms of communication that is utilized by a conference. It is important to note that relevant coverage for this exposure may be restrictive if relying solely on CGL coverage.
Fiduciary Liability	If the conference administers an investment program or any programs that may subject it to allegations of an ERISA violation, Fiduciary Liability coverage should be considered, as this exposure is typically excluded in traditional D&O Liability policies.
Employed Lawyers	If the conference has a lawyer on-staff for the purpose of providing legal advice, Employed Lawyers Liability coverage may be applicable.
Kidnap, Ransom and Extortion	K&R insurance covers all employees, year-round for any associated exposures. It is important to review the response consultants utilized when exploring this coverage, as you want to have someone with a global footprint that can be onsite in a short amount of time, if needed. Coverage for IT ransomware may also be covered by a K&R policy. There could also be some cross coverage for IT ransomware with the Cyber Liability policy, though the K&R policy likely will not have a retention applicable, whereas the Cyber policy will have a required retention.

## PROPERTY AND CRIME

Property and Crime coverage requirements vary depending on the specific circumstances of your conference. The kind of property you own, the amount of money you manage, and the area in which you are located are all factors that affect your needs for Property and Crime insurance.

The following basic concepts are important to know when evaluating property proposals:

**Covered Causes of Loss** – The property policy is considered first party coverage, and is intended to cover losses due directly to physical damage of the type insured on the policy. With a special cause of loss form, coverage applies to any loss caused by a peril that is not excluded. In a basic or broad cause of loss form, the policy specifically lists the perils that are covered and anything not listed is not covered.

A special cause of loss form provides the broadest coverage and is beneficial because it shifts the burden of proof from the insured to the insurer. With special causes of loss, an accidental loss is presumed to be covered unless the insurer can prove that it was caused by an excluded peril. However, it is still important for the conference to review the exclusions on a special cause of loss form because separate coverage may be needed for excluded perils such as flood. You will also need to decide whether or not you wish to purchase coverage for acts of terrorism.

**Valuation** – The property you are insuring can be valued using different methods and your policy will define the valuation method used in the event of loss. With actual cash value, the policy covers the cost to replace property with new property of like kind and quality minus depreciation. With replacement cost, the policy pays the cost to replace the damaged or destroyed property with new property of like kind and quality without any deduction for depreciation or obsolescence. Replacement cost provides greater protection to the insured. Some types of property, such as artwork, require a different approach to valuation because the value of the property is subjective and difficult to measure. In these cases, insureds and insurers can agree upon the value of the items to be insured in advance and agree to cover the items up to this value if they are damaged or destroyed.

**Coinsurance** – A coinsurance clause is included in most property policies and requires you to insure your property to a specified percentage of its full value (usually 80, 90, or 100 percent). If, at the time of loss, it is determined that the limit you purchased is less than the limit required by the coinsurance clause, the insurer assesses a coinsurance penalty when determining your loss recovery.



The following coverages represent those that may be necessary for a college conference:

COVERAGE	DESCRIPTION
<p>Building and Business Personal Property</p>	<p>Building insurance covers damage to a conference’s office building (required only if you own the building, or are contractually obligated as a tenant due to lease requirements) and business personal property insurance covers property in the office building (such as furniture and equipment and your financial interest in improvements and betterments).</p> <p>The majority of college conferences lease office space and the lessor is the insuring party on the building. Therefore, the conferences need only insure their office equipment. The conference should keep a proper inventory and utilize a consistent method for determining the value of their property in order to determine an appropriate limit of insurance. The conference will need to consciously decide if it would like to “upgrade” the valuation from actual cash value to replacement cost. In addition, it is important to understand your contractual obligations for leased equipment such as large copiers or phone systems, and factor this in when purchasing insurance.</p> <p>Premium will be affected by the limit, valuation, causes of loss, deductibles, and any optional coverages that are purchased. In addition, the construction (fire resistance), occupancy (activity conducted in building), protection (available fire protection), exposure (hazards from adjacent buildings), and geographic location of the insured property will affect your premium.</p> <p>Waiver of Subrogation – If you are leasing property from another entity or leasing part of your office space to another entity, your contract should state who is financially responsible for damage to the property. To avoid legal debates after a loss, the contract should further indicate that rights of recovery are waived against the entity that is not financially responsible. The other party may request proof that your insurer will not attempt to recover after a loss, and this can be accomplished through a waiver of subrogation endorsement.</p>
<p>Business Income and Extra Expense</p>	<p>Business Income insurance covers the loss of income when operations are interrupted by physical damage of the type insured on the policy. A conference’s exposure to business income loss is probably minimal because the conference is not in a business that relies heavily on access to its office to generate income.</p> <p>Extra Expense insurance covers additional expenses incurred to temporarily continue as nearly normal as practicable business operations due to a covered loss. A conference would potentially incur extra expenses, for example, if it had to temporarily relocate its office space as the result of a fire. If the conference would potentially incur extra expenses to relocate a tournament if a tournament site were unavailable, this exposure should be specifically discussed with the conference’s insurance advisor as this coverage would require the standard extra expense form to be modified.</p>



<p>Inland Marine (Mobile Equipment, Fine Arts)</p>	<p>Inland Marine insurance is used to cover movable equipment and unusual property. A college conference may have property such as sports equipment, valuable memorabilia, cameras, and signage that would not be sufficiently covered by standard commercial property coverage. Therefore, when discussing property coverage with your insurance advisor, it is important to identify any unusual property you possess or equipment that you transport to tournaments, tradeshow, or other events.</p>
<p>Electronic Data Processing (EDP)</p>	<p>Although computer equipment is covered as business personal property on commercial property policies, an electronic data processing (EDP) floater can provide added benefits. These floaters may cover special perils (such as mechanical or electrical breakdown) and they may insure covered property while in transit or at locations other than your office building. EDP floaters typically cover equipment (such as computers and monitors), data (such as computer programs and data files), and media (such as hard drives or other materials used to store data). As coverage provided by EDP floaters varies among insurers, it is important to talk to your insurance advisor about the types and uses of your conference's computer equipment and programs and the best way to cover them.</p>
<p>Crime</p>	<p>While commercial property policies written on a special causes of loss basis cover most types of theft, money and securities do not qualify as covered property. Crime or theft coverage is provided on the property policy; however, coverage is specifically excluded for currency, money, securities and negotiable instruments of any kind. Furthermore, coverage is specifically excluded for any criminal, fraudulent or dishonest acts committed alone or in collusion with others by the insured, any of the insureds associates, proprietors, partners, directors, trustees, officers, agents, employees or representatives as defined in the policy. As noted previously, separate or standalone Crime coverage can be purchased to address these exposures. The most common types of crime insurance needed by a college conference are employee dishonesty coverage (insurance for dishonest acts committed against the conference by an employee) and coverage for the theft, disappearance, or destruction of money and securities either while on the insured premises or outside the insured premises.</p>
<p>Builders Risk</p>	<p>If you are involved with any renovation or construction projects, you may need to purchase Builders Risk coverage. Commercial Property policies are primarily designed to cover completed, occupied buildings and their contents, and therefore, they may not have appropriate coverage relative to a renovation or construction project. Any project of this type should be discussed with your insurance advisor. Depending on the size and scope of the project, there may be many coverage questions to consider.</p>



**ACCIDENT AND HEALTH**

Student-athletes may request that their schools purchase or pay for insurance to protect the athletes against the loss of future earning capacity due to injury or sickness. There are several types of coverage student-athletes may consider. The following provides a description of the most common types of coverage, as well as a summary of the NCAA Catastrophic Injury Insurance Program.

POLICY TYPE	DESCRIPTION
<p>High Limit Disability/NCAA Exceptional Student-Athlete Disability Insurance Program</p>	<p>High limit disability insurance can protect student-athletes by offering protection against the inability to pursue a professional career in the event they suffer a serious injury or illness.</p> <p>The NCAA Exceptional Student-Athlete Disability Program is available to certain student-athletes who have demonstrated that they have the potential to be early draft picks in their respective sports. If purchased, the coverage provides in the event of a valid claim for a lump-sum Permanent Total Disability (PTD) benefit payable to the student-athlete after the applicable waiting period where it is medically determined that the student-athlete will never be able to participate in his or her sporting activity at a professional level as a result of disability due to injury or sickness. Further details, including potential financing and policy terms, conditions and exclusions, can be obtained via the program administrator.</p> <p>Disability insurance may also be available for certain student-athletes who are not eligible for the NCAA Exceptional Student-Athlete Disability Program or for whom coverage parameters are not sufficient.</p>
<p>Accidental Death/Life Insurance</p>	<p>Accidental Death and Life Insurance provides financial protection to a student-athlete’s family in the event of the death of the student-athlete as a result of an injury (injury or sickness in the case of life insurance). The underwriting process for an Accidental Death policy is minimal. The process for Life Insurance underwriting is more extensive and will likely require a medical examination. A benefit for dismemberment may be included in an Accidental Death &amp; Dismemberment policy.</p>
<p>Loss of Value</p>	<p>Student-athletes may seek to insure against the Loss of Value in a professional contract due to a serious injury or illness suffered before the athlete is able to sign a contract. For example, if a student athlete is injured and, as a result, is offered a contract for a dollar amount less than a specified amount determined by underwriters (based on a percentage of the anticipated contract), a benefit may be payable equal to the difference between such specified amount and the actual contract value, up to the policy limit. The terms and conditions of such insurance can be complicated, so it is important to ensure that the appropriate insurance professionals are consulted. Loss of Value is not part of the NCAA Exceptional Student-Athlete Disability Program.</p>



<p>NCAA Catastrophic Injury Insurance Program</p>	<p>Student-athletes (along with student coaches, student managers, student trainers and student cheerleaders) at active member NCAA institutions are automatically covered for catastrophic injuries suffered at covered NCAA events. Depending on the nature and extent of the injury, benefits may include payments for medical, dental, rehabilitation and custodial care costs. Benefits may also be payable in the event of total disability or accidental death. Certain deductibles, as well as individual and policy maximum limits and sub-limits apply. Further details, including policy terms, conditions and exclusions, can be obtained via the program administrator.</p>
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**EVENT CANCELLATION / CONTINGENCY**

<p><b>POLICY TYPE</b></p>	<p><b>DESCRIPTION</b></p>
<p>Event Cancellation</p>	<p>Event Cancellation coverage can be purchased for events where a conference would suffer a financial loss (coverage may include lost revenue and irrecoverable expenses) as the result of the cancellation, postponement, interruption or abandonment of an event due to reasons beyond its control. Perils such as adverse weather, terrorism, communicable disease, national mourning and civil authority are typically insured under an event cancellation policy. Revenue from ticket sales, TV broadcast, sponsorships and merchandise sales can be protected as well as irrecoverable expenses such as lease payment, venue costs, security, etc.</p>
<p>Prize Indemnity/ Contingency</p>	<p>A conference may transfer the risk of a large contingent prize award to an insurer. Examples may include half-court basketball shots, hole-in-one golf, etc.</p>
<p>Weather/Rain Insurance</p>	<p>Weather or rain insurance may respond in the event certain levels of rain or wind occur during a specified time period. The insured event does not need to be cancelled or postponed in order to collect a benefit.</p>



**OTHER COVERAGE AND POLICY TYPES**

The following list is intended to identify coverages that may be applicable to college conferences. It is not intended to be all-inclusive.

POLICY TYPE	DESCRIPTION
Business Owners Package	Many small businesses purchase Business Owners Package policies often referred to as “BOP’s.” These policies generally package together general liability and property coverage with the idea that there are economies to the insured and insurer by issuing only one policy. The conference administrator should review the terms and conditions of a BOP carefully, considering the items in the above checklists, because the scope of coverage may not be broad enough to cover some of the unique exposures of a college conference. It is important to note that some “BOP” policies specifically exclude coverage for athletic participation.
Auto	If a conference owns, rents, or utilizes vehicles through sponsorship arrangements, or if vehicles are operated on its behalf (such as a chartered bus), and/or if personnel rent vehicles or use their own vehicles for conference business, the conference should obtain auto coverage. It is important to note that primary liability typically “follows” the vehicle, but the conference will inevitably also have a non-owned auto exposure. Coverage for non-owned auto liability should be verified. Additionally, a conference may be contractually required to evidence coverage for its owned, hired and non-owned auto exposure.
Workers’ Compensation/ Employers’ Liability	Depending on the jurisdiction and number of employees, a conference may be required to carry workers’ compensation coverage that covers employees for injuries or illnesses suffered on the job, including coverage for medical expenses and disability. It is also prudent to verify that any contractors/vendors maintain appropriate workers’ compensation coverage. Please note that Ohio, Washington, North Dakota and Wyoming are monopolistic states. In each of these states, employers must purchase workers’ compensation insurance from a state-operated insurance fund. Additionally, if a conference has employees/payroll in New York, New Jersey, Rhode Island, California or Hawaii, then it is mandatory to purchase Statutory Disability coverage through the state (NY Statutory Disability coverage can be purchased through your broker).
Employee Benefits Liability (EBL)	Provides coverage for claims made against the conference as a result of an error or omission in administering the employee benefits program. This coverage differs from Fiduciary Liability, and is typically added to the CGL policy by endorsement.
Equipment Breakdown Insurance	Covers loss resulting from the accidental breakdown of equipment that operates under pressure or that controls, transmits, or uses mechanical or electrical power (such as air conditioning systems; electrically powered office equipment such as copiers, computers, and telephone systems; and electrical generating equipment).



Aircraft Liability	If the conference charters planes to transport athletes or staff members, it has exposure to non-owned aircraft liability, which can be covered through a Non-Owned Aircraft Liability policy. If a conference has ownership in an aircraft, securing more specialized Aviation Liability coverage is necessary. Additionally, unmanned aerial vehicles (drones) are considered to be aircraft. Conferences who use drones must seek proper exemption and/or certification under Federal Aviation Administration guidelines. In addition, if conference-owned drones are being utilized, aircraft liability coverage for unmanned aerial vehicles is necessary. It is important to note that aircraft use of any kind is broadly excluded in most Commercial General Liability policies.
Participant Accident	The conference may consider providing accident medical coverage for event participants if it conducts events where the participants do not have coverage through the NCAA or a college/university (such as a youth activity). Also be cognizant that a conference could be contractually required to obtain this coverage (venues may require a conference to maintain this coverage for participants).
Watercraft Liability	If the conference owns any watercraft, it will require separate coverage for liability and property exposures associated with the owned watercraft. Coverage for watercraft that you do not own is provided under a standard CGL policy, but only if (a) the watercraft is less than 26 feet long, and (b) not being used to carry persons or property for a charge. If a conference plans to, for example, hold an event on a boat (such as a dinner cruise), it would be prudent to find out the watercraft's specifications and ask your broker to endorse your CGL policy accordingly for this event.
Travel (Accident, Medical Evacuation, Repatriation)	If the conference conducts overseas activities, it may wish to purchase certain types of travel insurance that provide benefits and services in the event of an injury, illness, or emergency situation while outside the United States.
Foreign Package Policies	If conference employees travel outside of the United States or Canada on a temporary basis for business purposes, consult with your broker about obtaining a foreign commercial package policy, containing coverages such as foreign general liability, foreign auto and foreign voluntary workers' compensation.