

# ● Ohio Youth Soccer Association-North ●

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

## NONPROFIT DIRECTORS AND OFFICERS LIABILITY CLAIMS MADE POLICY

### EXPLANATION OF COVERAGE

TERM OF INSURANCE JANUARY 15, 2010 TO JANUARY 15, 2011

#### INSURED

State Association and its scheduled affiliate member clubs, leagues, associations, including any individual who was, now is, or shall be a director, officer, trustee, employee, volunteer, staff, faculty or committee member.

#### 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 claim first made while the policy is in force for a wrongful act and which is reported to the insurer no later than sixty (60) days after the termination of the policy.

#### RETENTION

\$5,000 each claim inclusive of defense costs.

#### COVERAGE

- Legal expenses paid on your behalf as they are incurred if defense of claim is tendered to underwriter. If OYSAN assumes defense of claim the underwriter will advance defense cost prior to the final disposition of a claim.
- Employment practices liability coverage, including wrongful termination, sexual harassment, discrimination, and breach of employment contract.
- OYSAN selects defense attorney or consents to the insurer's defense attorney.
- 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.
- 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.
- Peer review, credentialing and disciplinary claims coverage.
- 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.
- Property damage.
- Failure to maintain insurance.
- Prior known and reported wrongful acts/prior or pending proceedings.
- Lawsuits certified as a Class Action.
- Failure to perform professional services for others.

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.

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