



TU Insurance Coverage for Chapters and Councils ***Frequently Asked Questions (FAQs)***

Below is a composite list of *Frequently Asked Questions (FAQs)* received by the national office about Trout Unlimited's insurance coverage. The goals of this document are to help TU chapters and councils increase their awareness of risks, their general understanding of TU's general liability policy, and the importance of incorporating the concept of risk management into their planning efforts. Because every situation is different (due to location, audience, activity, season, etc...) chapters and councils are strongly encouraged to contact TU's insurance agent, Doug Adams [dadams@adamsins.net.] with any and all questions regarding insurance or liability issues. Additional information on TU's insurance and on risk management issues can be found in TU's Leadership Manual and we urge council and chapter leaders to become familiar with those materials. This FAQs document does not modify the terms and conditions of TU's insurance policies. It is intended only to provide summary information on the coverage provided by some of those policies.

Questions:

Q1: What is a general description of the insurance provided by TU for chapters and councils?

A1: TU purchased a general comprehensive liability (GCL) policy that provides liability coverage for the negligence of TU members engaged in activities on behalf of TU. Negligence for the purpose of this document generally means the carelessness, mistake, unintentional acts or omissions of a TU member that result in damage to another person or entity. As an example, if during the policy period a TU chapter engages in a work project and the negligent member and the chapter engage in a work project and the negligent act of one member injures another person, the policy would protect the negligent member and the chapter against a claim by the injured party, to the limits of the policy. In some circumstances, TU's GCL policy provides liability coverage for the negligence of persons who are not TU members but who are volunteering at a TU-sponsored event. TU does not provide workers compensation insurance for anyone who is not a TU employee. The TU liability policy does have some exclusions. For example, there is no coverage for pollution or for engineering or design errors. If you have questions about if a particular activity or project is covered, you should contact contact TU's insurance agent, Doug Adams [dadams@adamsins.net.]

Q2: Does TU's insurance provide coverage for chapter and council officers and directors?

A2: Yes. There is coverage for errors, misstatements, omissions, negligence, breach of duty and personal injury done by chapter and council officers and directors who are TU members. There are exceptions in the policy for certain types of intentional misconduct.

Q3: Does the TU's GCL insurance policy provide coverage for injuries or property damage suffered by a TU member or other participant in the course of a TU-sponsored event where the loss is not due to the negligence of another TU member?

A3: No. There is no coverage for a loss, whether medical expense, personal injury, or property loss, where the loss occurs from a cause other than the negligent act of a TU member. For example, a TU member or other volunteer is walking along the side of a river in the course of a TU work project, trips on a log, and is injured. There is no coverage provided by TU's GCL insurance policy for the injuries and medical care resulting from the accident. (**Important note:** chapters and councils are able to purchase medical coverage. See question and answer immediately below.)

Q4: Can my chapter or council purchase accidental death or injury coverage for an event to cover injuries or death caused not by the fault of somebody, but by accident?

A4: Yes. TU offers additional accident insurance for TU chapters and councils that will extend \$25,000 of medical coverage per participant per accident for all TU sponsored events, including youth camps. The cost is \$110 per chapter or council per fiscal year, from October 1 to September 30 of any one year. Also included with the medical coverage is \$15,000 of accidental death and \$25,000 of accidental dismemberment. Each chapter and council must opt for the coverage themselves – meaning a council cannot file for all the chapters in their states. Any chapter or council interested in enrolling in additional accident insurance should fill out the Accident Insurance Application found in the Tacklebox, under Business Practices, and return it with your check for \$110 to: *Trout Unlimited, 1300 N. 17th St. Ste. #500 Arlington, VA 22209*. Your completed application will be effective on the

date the signed application and check is received by TU National office. All payments must be made out to TU National, unless otherwise agreed.

- Q5:** Does the TU GCL policy provide coverage for accidents caused by a TU member in the use of a member's vehicle for TU's activities? Does the same hold true for accidents caused by a TU member in the use of off highway/road vehicles, tractors and/or other heavy equipment (i.e. front-end loaders, multi-axle vehicles, etc....) for TU activities?
- A5:** Yes, but only after the benefits provided by the member's own individual automobile or other vehicle liability insurance policy have been exhausted. State laws do not allow TU to become the individual's insurance cover for their personal vehicles. For this reason, TU recommends that chapters and councils minimize the transportation function provided by TU members and encourages those participating in TU events (especially outside guests and volunteers from other groups) to provide their own transportation. Members who provide transportation should examine their own insurance policies to assure they have adequate coverage. **TU provides no insurance coverage for injuries of damage caused by boating or airplane accidents.**
- Q6:** Does the TU National liability policy cover boating accidents?
- A6:** No. There is no coverage of any kind for personal injuries or property damage suffered from boating accidents or from accidents involving watercraft, such as float tubes. If a chapter or council sponsors a float trip or other event involving boats or other watercraft, liability for injuries, death or property damage is the responsibility of the owner of the boats or other watercraft. The chapter or council should consider partnering with a business organization that provides such coverage (i.e. outfitters, guides, liveries and shops that are licenses and insured.) Furthermore, since boat ownership dictates who is liable, TU strongly advises that chapters and councils not own boats or any watercraft, due to the risks involved. TU national does not own any boats or watercraft.
- Q7:** Is there any coverage for chapter/council property, such as equipment or trailers?
- A7:** There is NO automatic coverage of any type for property owned by a chapter or council under the GCL insurance policy. A chapter or council that owns property, land, equipment and the like can add coverage for those items with TU's approval. The items (if insurable) will be then endorsed to the TU coverages and the cost of that endorsement will be billed back to the chapter or council. As for trailers, the insurer of the vehicle towing the trailer provides liability coverage, not TU, for injuries or damage caused by the negligence of the driver towing the trailer.
- Q8:** Does TU National's insurance provide liability coverage for injuries or loss suffered by one TU member as the result of the negligence of another TU member?
- A8:** Yes, provided the actions of the person causing the injury fit the definition of negligence in the local jurisdiction.
- Q9:** What if a guest who is not a TU member attends a TU function and causes injuries or property damages to another person? Is there coverage under TU's liability policy?
- A9:** In some circumstances, volunteers who are not TU members are covered by TU's liability policy for the actions they take on behalf of TU while working at a TU sanctioned event or activity. For more information on this issue, please contact TU's insurance agent, Doug Adams [dadams@adamsins.net.]
- Q10:** What are the limits of TU GCL policy?
- A10:** The policy limits are confidential. The GCL insurance consists of an underlying policy plus excess coverage.
- Q11:** Are there any geographical limitations that chapters/councils should be aware of with regard to the GCL policy?
- A11:** There are no geographical limitations on TU's liability policy, provided that suit is brought in the United States.
- Q12:** Does the TU National liability policy cover youth education events?
- A12:** TU's GCL policy does provide liability coverage for youth education events. In addition, chapters and councils sponsoring youth education events can purchase the additional accident insurance. More information on that coverage is found in the Tacklebox.

Chapters and councils that conduct youth education events, especially youth camps, conservation schools or academies, should be especially aware of the risks posed by the negligent supervision of children and by the failure to conduct sufficient background checks on TU volunteers participating in the youth programs. All TU staff and volunteers participating in youth camps, schools or academies involving overnight stays must have a background check performed by TU Volunteer Operations staff before they can participate in the camp, school or academy and must read and sign TU's Sexual Harassment Policy. TU Volunteer Operations staff provides these background checks at no expense to chapters or councils. To have TU provide background checks for volunteers involved in chapter or council youth projects, to obtain copies of TU's Sexual Harassment Policy, and to get more information about TU's support for chapter and council youth programs, please contact TU's Volunteer Operations Coordinators or Director of Youth Education. Contact information for all staff is found here: [www.tu.org/about-us/tu-offices-contact-information.] Although TU maintains adequate liability coverage for TU members involved in TU-sponsored camps, schools and academies, it is important to note that physical camp, school or academy locations and facilities must have their own liability coverage in place. As they are "renting" to TU the space to use for camps, schools and academies, they must provide to TU a certificate of insurance that names TU and the chapter and council involved as additional insureds.

TU strongly recommends that each chapter and council involved in youth projects obtain written liability waivers from the parent or legal guardian of each youth to be involved in a project. These are found in the online Tacklebox, under Business Practices. The requirements for a successful liability waiver differ from state to state, and TU urges councils and chapters to have a local lawyer review the waiver forms found in the Tacklebox and amend them as necessary to bring them into compliance with the particular state's law. Chapters and councils should obtain written permission from a parent or legal guardian of a child before photographing or video-graphing that child. Chapters and councils involved in Trout-in-the-Classroom projects are encouraged to employ contracts or memorandums of understanding (MOUs) with the involved schools in situations in which chapters or councils donate equipment to classrooms programs. A contract or MOU states who owns the equipment, how it will be maintained, and who is liable in case of injury. An example of an MOU can be found at [troutintheclassroom.org.]

Q13: Should our local chapter use release forms in order to reduce our liability exposure?

A13: TU strongly recommends that each chapter and council obtain written liability waivers from participants involved in any TU project. A waiver is available in the online Tacklebox, under Business Practices. The requirements for a successful liability waiver differ from state to state, and TU urges councils and chapters to have a local lawyer review the waiver forms found in the Tacklebox and amend them as necessary to bring them into compliance with the particular state's law. A parent or legal guardian must sign the liability waiver for a child or youth participating in a TU project.

Q14: Does TU provide coverage for liability caused by the serving of alcohol at TU events?

A14: TU requires that, if alcohol is served at TU events, it be done by a server licensed in the local jurisdiction. The liability for providing alcoholic beverages by licensed and unlicensed servers varies dramatically from jurisdiction to jurisdiction. Alcohol should not be purchased or dispensed in the name of TU, a TU chapter or council. Never provide alcohol at work projects. For banquets, fundraising events or other situations where chapters and councils choose to dispense alcohol, TU strongly advises the following course of action for all chapters and councils: secure a restaurant, hotel or caterer that has licenses and liquor law liability insurance already in place, as well as the availability of trained staff to dispense liquor. In other words, TU strongly advises chapters and councils to pass that liability on to someone else, businesses that are prepared to handle these risky situations. Doing so provides "sleep at night" protection for the chapter or council, as well as for its directors and officers. Some chapters and councils indicate that the cost of providing this level of protection (i.e. hiring a caterer or reserving a restaurant) will hinder fundraising efforts. However, should an accident happen, chapters and councils cannot raise enough money to overcome a multi-million dollar lawsuit or judgment against TU for such activities. For further information, please review the Leadership Manual, found in the online Tacklebox, under Business Practices.

Q15: Is there any coverage for liability for food-based illnesses (i.e. undercooked meat at a tree planting event, etc...)?

A15: TU's GCL policy covers liability for food-based illnesses caused by the negligence of TU members.

Q16: How does a chapter demonstrate that it is covered by TU's insurance policy? Is documentation available?

A16: Yes. A document called a Certificate of Insurance is available to all chapters and councils. A Certificate of Insurance is a standard document that indicates who is covered by TU's insurance policy. TU produces Certificates for TU staff, chapters and councils only. It includes, but is not limited to the following information: chapter/

council name; TU point of contact; event location; and telephone number. Outside partner groups are not covered. If your chapter or council needs a Certificate of Insurance for an upcoming event, please contact TU's Volunteer Operations Coordinators. It is recommended that you contact TU's Volunteer Operations Coordinator at least one month prior to the scheduled event.

- Q17: Our chapter has been asked to add another organization or business as an additional insured on TU's liability policy. Should we do this?**
- A17: If your chapter or council is asked to add another organization or a business as an additional insured on TU's liability policy, your chapter or council should contact TU's insurance agent, Doug Adams [dadams@adamsins.net.] Only the insurance agent can add another organization or a business to TU's liability policy as an additional insured.
- Q18: Is it necessary for a chapter or council to secure bonding of council or chapter treasurers or other officers charged with handling funds?**
- A18: No, the TU Officers and Directors policy provides coverage against a loss by embezzlement or other intentional wrongdoing by such persons.
- Q19: On occasion, a chapter or council will partner with another group, corporation, or governmental unit that requires the chapter or council to indemnify others for the actions of TU members. Is there coverage for this?**
- A19: Chapters and councils should not enter into an indemnification or hold harmless agreement without first checking with TU's Volunteer Operations department and getting approval. If a chapter or council does enter into such an agreement and the agreement goes beyond the coverage provided by TU's insurance policies, then any liability under that agreement is solely that of the council or chapter and there is no coverage under TU's policies. Chapters and councils should always avoid agreeing to pay attorney fees, expenses or costs for another organization in connection with TU activities.
- Q20: If a chapter incorporates itself, does such incorporation affect its coverage under TU's GCL insurance policy?**
- A20: No. A chapter or council that is separately incorporated has the same coverage under TU's GCL insurance policy as a chapter or council that is not separately incorporated.
- Q21: In general, do the disadvantages of separately incorporating outweigh the benefits?**
- A21: Incorporation is a complicated subject. In general, there is no advantage for a chapter or council to separately incorporate. For tax exemption purposes, chapters and councils are covered by TU's 501©(3) exemption and do not to seek separate nonprofit status. Chapters, councils and their officers and directors are also covered by Tu's GCL policy and its directors' and officers' coverage. The primary reason for incorporating (protecting individual members and directors from liability) is largely dealt with through TU insurance. (TU's insurance does not cover everything, however, and you should consult with TU's insurance agent, Doug Adams [dadams@adamsins.net,] if you have any questions about whether specific issues are covered.) An additional barrier to separate incorporation is the administrative burden (different in each state) of technical rules and requirements to create and maintain corporations. Most states have an annual filing requirement and filing fees. The one situation where separate incorporation may be advantageous is if a chapter or council owns land or easements on land. If your chapter or council has separately incorporated at some point in the past, TU recommends that you consult with TU's Volunteer Operations department to confirm that this is still the right choice for your chapter or council.
- Q22: My chapter is interested in partnering with groups like Project Healing Waters or Casting for Recovery. To participate, the chapter has been asked to sign a Memorandum of Understanding (MOU). Is this an acceptable practice and something other chapters do?**
- A22: In many cases TU chapters and councils sign MOUs with a variety of partner programs. MOU documents are intended to be clear and informative agreements that outline the primary responsibilities, roles, and expectations among key participants. For programs like Trout in the Classroom, Project Healing Waters and Casting for Recovery, TU legal counsel has approved working templates that are available for chapters to use, available in the online Tacklebox. To the extent that the MOUs seek to have TU, a chapter or a council indemnify or hold another organization harmless, please see the question and answer on indemnification, above.
- Q23: Are there any insurance issues when chapters receive donations for fundraising events (i.e. fishing gear, guided trips, weekends at vacation properties owned by members, etc...)?**

- A24: TU's basic insurance as described above is in effect. If outfitters, guides and local fly shops donate guided fishing trips, make sure that they have their own licensing and liability coverage in place. With regard to private property, claims will always fall to the individual owner first, before they fall on the chapter or council.
- Q25: What is a "SLAPP" suit and do they put chapters at risk with respect to TU GCL policy?
- A25: "SLAPP" suits (Strategic Lawsuits Against Public Participation) are used to intimidate project opponents and discourage public involvement in decision-making. While TU, councils and chapters do commence litigation on occasion, TU will never commence or pursue litigation solely for the purpose of intimidating opposing groups. As a general matter, whenever a chapter or council wishes to initiate litigation, whether by itself or with other persons or organizations, the chapter or council must follow TU's Litigation Policy and obtain TU's approval before filing suit. If a SLAPP suit is commenced against a council or chapter, you must promptly notify and send the claim to TU's Volunteer Operations department. Insurance coverage will depend on the nature of the claim being asserted by the party commencing the litigation.
- Q26: Is TU protected against restoration projects that fail at any point due to design error or other negligence?
- A26: No. TU is not an engineering or a design firm and therefore the coverage for TU does not include engineering or design error, even if committed by a TU member. If a chapter or council wishes to do a restoration project, the engineering work should be contracted out to a properly licensed and skilled engineering firm that will name the chapter, council, and TU national as additional insureds on the firm's policy. Similarly, when chapters and councils use contractors for their projects, they should use only licensed and insured contractors and should assure that those contractors name the chapter, council, and TU national as additional insureds on the contractor's policy. Whenever a chapter, council, or TU national is named as an additional insured on another person's or entity's insurance policy, the chapter or council involved should obtain a certificate of insurance from that person or entity and send that certificate to TU's Volunteer Operations department.
- Q27: What should a member, chapter or council do if we receive notice of a claim?
- A27: You should immediately send the claim to TU's Volunteer Operations department and also send the claim to a representative of any insurer providing separate coverage to the individual, chapter or council. As with any legal matter, the persons involved should avoid making public statements or having discussions with representatives of the claimant or the claimant's insurer or attorney until the facts are gathered and the proper representatives of the individual, chapter or council have provided advice and counsel
- Q28: What if the chapter or council has a claim against someone for causing damage to chapter or council property?
- A28: A chapter or council may attempt to resolve a claim with a third party or an insurer of a third party, but if the claim cannot be negotiated and litigation is necessary, the chapter or council must adhere to the TU Litigation Policy and obtain permission of TU before filing suit.