



COACHES PROFESSIONAL LIABILITY INSURANCE

Now Available Through the Texas High School Coaches Association

Offered By: **The John A. Barclay Agency**

P.O. Box 2274 -- Austin, TX 78768 -- 512.476.6566

Underwritten by Carrier rated A+ XV Superior by A.M. Best

This policy will be in effect **September 1, 2011 through August 31, 2012.**

Policies purchased after September 1, 2011 will commence coverage as of the payment received date. This insurance policy is not retroactive.

DEADLINE TO PURCHASE THIS 11/12 POLICY IS 1/31/2012.

What the Policy Covers:

Coverage A - Broad Insuring Clause Liability

A True Professional Liability Policy

- Errors and omissions insurance for claims for damages arising out of a member's duties as a professional educator, including all defense costs.
- The occurrence giving rise to such claims is simply defined as an event which results in damages to some other person.

Coverage B - Attorney Fees Reimbursement Clause

This coverage provides for reimbursement of attorney fees in a broad range of situations not insured under Coverage A, such as:

- Criminal charges, allegations of sexual misconduct, actions involving dismissal, revocation of certification, and other professional rights and duties. As respects some of these situations, payment of attorney fees is contingent on the educators case prevailing. In such cases \$2,000 (for consultation or otherwise) is reimbursed without regard to that outcome.

Coverage C - Provides for payment of premium on bail bonds

What the Policy Pays:

COVERAGE A Up to \$2,000,000 per Insured per occurrence/\$3,000,000 per occurrence, plus the cost of defense, investigation and legal fees. *

COVERAGE B Up to \$10,000 per claim per Insured. Coverage for criminal proceedings and /or sexual misconduct limited to \$10,000 aggregate per Insured per policy year.

COVERAGE C Up to \$2,000 premium on bail bonds.

SPECIAL COVERAGES: Assault Related Property Damage - \$2,500

Reimbursement of Attorney Fees: Identity Theft- \$2,500

*Note: The duty of the insurer to defend extends even to groundless, false and frivolous suits or accusations.

SPECIAL FEATURES

Corporal Punishment

The policy wording with respect to corporal punishment is vital to the professional educator. Relevant sections of our policy make it clear that coverage applies under A (\$2,000,000 limit plus defense costs) regardless of whether the act be deemed civil or criminal. Furthermore, the customary exclusion of damages resulting from intentional acts has been carefully worded to clarify that corporal punishment is covered even though intentional.

Outside Activity

As long as the educator is within the scope of his/her professional duties, the policy covers liability for injury to students and others while the educator is conducting visits to industrial and commercial establishments, entertainment centers, outings, picnics and other similar school functions, subject to specific automobile, watercraft, and aircraft exclusions

Product Liability

There is no product liability exclusion. While the serving of food is usually a responsibility of the school, this policy would also provide liability insurance for the furnishing of food in connection with trips, picnics, parties, and similar events.

Coverage B

Reimbursement of Attorney Fees - Such reimbursement as is afforded the member for actions involving tenure, dismissal, revocation of certification and other professional rights and duties is guaranteed under the policy and is not contingent on the approval of a board or review committee, as might be the case where the only available assistance is from a defense fund.

11/30/2011

AM I ELIGIBLE FOR COVERAGE AND HOW DO I PURCHASE A POLICY?

The Texas High School Coaches Association offers a Coaches Professional Liability Insurance option to eligible members with coverage beginning September 1, 2011. The THSCA has chosen the John A. Barclay Agency, Inc. to provide this policy to these members. This plan was devised to offer liability insurance and legal assistance to THSCA members.

In order to be eligible for this policy you must meet the following criteria:

- You must be a Coach, Athletic Trainer or Athletic Director, including classroom duties, for an accredited secondary school, college, junior college or university, within the state of Texas.
- Your THSCA Membership must be current for the school year in which the policy is effective – **9/1/11 -- 8/31/12.**
- ACTIVE, ALLIED and LIFE members are eligible only if they meet the criteria above. This insurance is not available to STUDENT or ASSOCIATE members.

If you choose to purchase this insurance policy and do not meet the criteria for eligibility, this policy will not be valid. This policy will be in effect September 1, 2011 through August 31, 2012. Policies purchased after September 1, 2011 will commence coverage as of the payment received date. This insurance policy is not retroactive.

Payment should be made directly to the THSCA. The total 2011/12 annual premium for the insurance policy will be \$43.00 per member.

Annual Insurance Premium:	\$30.00
State Taxes and Fees (4.91%):	\$ 1.47
Association Administrative Fee:	<u>\$11.53</u>
TOTAL 2011/12 Annual Premium:	\$43.00

Mail payment to: THSCA, P.O. Box 1138, San Marcos, TX 78667
Checks should be made payable to: **THSCA**
DO NOT MAIL PAYMENT to the John Barclay Agency.
DEADLINE TO PURCHASE FOR 11/12 POLICY IS 1/31/2012.

Eligible members will be able to purchase the Coaches Professional Liability Insurance on the THSCA website, www.thsca.com, or by selecting to purchase the policy on the THSCA membership application form and submitting it by fax or mail to the THSCA office with the insurance payment. NOTE: In order to be eligible to purchase the policy your membership must be current for the same year of policy coverage. (9/1/11 – 8/31/12)

QUESTIONS AND ANSWERS

1. **Is the coach, athletic trainer or athletic director covered in classroom teaching duties as well as coaching duties?**
Yes.
2. **Does this policy cover a coach, athletic trainer, or athletic director who is also a member of a school board?**
Such member is covered while engaged in duties as a teacher or coach or athletic trainer/director, but not while acting as a member of a school board
3. **Are libel and slander covered?**
Yes, while the member is engaged in activities as a teacher, coach, athletic trainer or athletic director.
4. **A member of the public is injured while on school property and sues the school system. Would this be covered?**
No. This policy does not cover the school system. It covers the individual members.
5. **A student is physically injured during a scheduled football practice. He alleges negligence on the part of the coach. Is the coach covered?**
Yes, under Coverage A or B, depending on the allegations in the suit.
6. **A claim is made against a coach for damages as a result of the suspension of a student. Is coverage provided under Coverage A?**
Yes, since monetary damages are alleged.
7. **A suit is filed demanding reinstatement of a student alleging improper suspension by a coach. What coverage is provided?**
Since this action only asks for "injunctive relief" and since it involves "other professional responsibilities," Coverage B would apply. Reimbursement of attorney fees up to \$10,000 each for the coach would be paid if the suspension were upheld.
8. **If a coach is accused of corporal punishment, is there coverage?**
Yes. Corporal punishment, whether civil or criminal, is under Coverage A.
9. **Are coaches insured against criminal acts?**
Any criminal act, other than corporal punishment, is covered under B with the maximum of \$10,000 payable whether or not the insured is exonerated.
10. **A claim is falsely and fraudulently made against a coach for bodily injury to a student alleging negligence on the part of the coach. Is this covered?**
Yes, the duty of the insurance company to defend is far greater than the duty to pay. It pays when an insured is judged liable; but it must defend even if the allegation be false, groundless or fraudulent.
11. **What coverage is there in the policy for a member who feels unjustly terminated or unjustly censured by a board action?**
The policy covers attorney fees up to \$10,000 provided termination or allegations at a hearing are resolved in favor of the coach, athletic trainer, or athletic director. In one case, a coach was suspended and asked to resign although he felt he had done nothing to void his contract. Negotiations resulted in the coach recovering requested pay, a contract of release and a recommendation. His Attorney Fees were paid under Coverage B.
12. **A coach is accused of sexual misconduct with a student or another teacher. Is coverage provided?**
Yes, under Coverage B only. This may or may not be a criminal action, but whether criminal or civil, attorney fees up to \$10,000 are payable whether or not the coach is exonerated.

This brief description of coverage is to provide information only to members and in no way alters or modifies the policy on file with the Association.

**Questions regarding specific insurance policy coverage should be addressed to the
John. A. Barclay Agency, Inc. 512-476-6566**

11/30/2011