



UNITED STATES JUDO FEDERATION

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MEMORANDUM

TO: All Chartered Dojos/Clubs
Yudanshakai Presidents
Yudanshakai Rank Registration Chairpersons
Executive Committee

cc: USJI Executive Committee, through USJI National Office

FROM: Robert Fukuda, Executive Director

RE: Important Insurance & Sanctioning Issues

DATE: January 9, 2003

I hope that this memo finds all of you well rested after the holiday season. Best wishes to you and yours for a safe, healthy, and prosperous New Year!

This memo has very important news and information, please read through it carefully and completely. It is imperative that you educate your students and members to these issues. We want to provide you with the facts and eliminate rumors and misunderstandings regarding these situations.

Joint Sanctioning Agreement Between USJA, USJI, & USJF Has Been Terminated

For several years, we have enjoyed the benefits of the joint sanctioning agreement between the USJA, USJI, & the USJF. Except for most national events, this has allowed current members in good standing, with insurance coverage, to participate in events sanctioned by all 3 organizations.

The agreement requires each organization to provide the other organizations with copies of their accident medical insurance policy and their general liability policy. This allows each organization and the insurers for each organization to review and evaluate the policies of the others to insure that the policies are adequate and meet certain minimums.

One of our major concerns is that last year's USJA general liability policy had an endorsement that specifically excluded coverage for tournaments. Unfortunately, this was not discovered until this fall. What this means is that it appears that any event that was sanctioned only by the USJA, did not have any general liability coverage for the organizers, volunteers, and officials, unless they paid an extra premium to have the event covered. For those events that were co-sanctioned by USJI and/or USJF with the USJA, the organizers gained no additional general liability coverage when they obtained the USJA sanction unless an extra premium was paid to have the event covered. I have spoken with a couple of tournament directors who had their events co-sanctioned with the USJA last year, and both said that:

1. They understood that the benefit of obtaining the USJA sanction is to receive additional general liability coverage for their event under the USJA general liability policy
2. They were not informed that the USJA sanction would not provide them with general liability coverage under the USJA policy because it specifically excluded coverage for tournaments unless an extra premium was paid to provide coverage for their event
3. They were not offered the opportunity to purchase the general liability coverage, nor did they make any additional payment beyond the usual USJA sanction fee
4. To the best of their knowledge, the additional premium to insure their event was not paid by the USJA or anyone else

Thus, it would appear that for these 2 events, there was no coverage under the USJA general liability policy. The same would hold for any tournament where there was no additional premium collected and paid.

On September 12, 2002, and November 18, 2002, Mr. William Rosenberg, USJI Executive Director, made requests for a copy of the USJA's liability policy. On December 6, 2002, I called the USJA National Office and spoke with Ms. Katrina Davis, USJA Executive Director. I was assured that the policy would be delivered to the JI office in a couple of days. A week had passed, so on December 15, 2002, a letter was emailed to Mr. James Bregman, USJA President, with a copy of the letter faxed to Ms. Davis. In the letter we requested that the policy be delivered to the USJI National Office by the close of business on Friday, December 20, 2002. If this deadline was not met, then we would interpret that to mean that the USJA is no longer interested in participating in the Joint Sanctioning Agreement and terminate the agreement.

The insurance underwriters for the USJI & USJF general liability have been advising us that we should dissolve the agreement immediately as we do not have the USJA's policy for them to review and evaluate. While considering their advice, we have attempted to provide every opportunity to have this matter resolved in an amicable and mutually beneficial fashion. Unfortunately, it has not and we must fulfill our fiduciary responsibilities and act to protect our members and organization.

Thus, on December 24, 2002, a letter was mailed to Mr. Bregman informing him that, effective immediately, the joint sanctioning agreement between the USJA, the USJI, & the USJF has been terminated.

On December 31, 2002, Mr. Bregman responded with an email along with two file attachments. The first attachment was a scanned copy of our letter to Mr. Bregman from the 24th. The second attachment was a copy of a letter dated September 20, 2002, addressed to Mr. William Rosenberg. We assume that the letter should actually have been dated December 31 instead of September 20. In the letter, Mr. Bregman points out that since the USJA has not been provided with a Certificate of Insurance listing them as an additional insured party so the agreement must not be in effect. This is true, the USJA has not been added as an additional insured party because we have not received a copy of their policy to review and evaluate. The agreement asks for a copy of the policy for review and evaluation, after which each organization is named as an additional insured party. This is to ensure that each policy is adequate and does not shift risk and exposure to the other policy.

An offer is made by Mr. Bregman to provide a copy of the USJA policy after they have been named as an additional insured party and provided with a certificate of insurance for their review. As mentioned earlier, one of our primary concerns is the endorsement to their policy last year that specifically excluded tournaments. Without a copy of the policy to review, we must assume that this endorsement is present in their policy for this year as well. It would not be prudent for us to add the USJA as an additional insured party to our policy without a copy of their policy to review. Thus, as we stated in our December 24 letter and as assumed by Mr. Bregman, the joint sanctioning agreements have been dissolved and are no longer in effect.

It is important to remember that we are open to revisiting the joint sanction agreement between all 3 of our organizations when we are provided with a copy of the USJA's general liability and our liability underwriters evaluate it to be acceptable for us to engage in a new agreement.

New Joint Sanctioning Agreement With USJI & USJF

Since the joint sanctioning agreement between the three organizations has been dissolved, we have negotiated a new Joint Sanctioning Agreement with the USJI. This will allow USJI and USJF members to participate in events sanctioned by either organization just as we have been over the last few years.

We are in the process of updating the sanction application packet and the standard waiver & release form. We will have them released in the next week or so:

- Events already sanctioned using the old waiver & release will be grandfathered in.
- All sanction applications submitted after Friday, January 24, 2003, must use the new sanction application packet and new waiver & release forms.

USJI & USJF Sanctioned Events

All USJI (except for national events) & USJF sanctioned events are open to USJI & USJF members. If an individual does not have a valid membership with insurance in either USJI or USJF, they may not participate unless they purchase primary membership in either USJI or USJF.

USJA Sanctioned Events

As we do not have a joint sanctioning agreement with the USJA, we can no longer jointly sanction events with them. USJI & USJF members who participate in USJA sanctioned events will do so at their own risk. They will not have any coverage under the USJI and/or USJF insurance policies.

If USJI/USJF members desire to participate in USJA sanctioned activities, they must purchase a USJA membership.

Dojo/Club Practices

USJI & USJF registered clubs and dojos, must have everyone on the mat be registered with primary membership in either USJI or USJF. As we have a joint sanctioning agreement in place only with USJI, it is the only other membership that is acceptable.

Remember, everyone on the mat must have primary membership in either USJI or USJF to ensure that coverage is in place. One ineligible participant voids insurance coverage for everyone.

Conversely, a USJI or USJF member walking into a non-JI/JF dojo has no coverage under our policies and is participating at their own risk. Their presence may also be jeopardizing the insurance coverages for the other participants. If the member has membership in the dojos parent organization, then of course there would be coverage afforded under their policies.

Secondary Membership Available Only To USJI & USJF Members

The joint membership program that allows USJI primary member to purchase USJF secondary membership, and vice versa is still valid only for USJI & USJF members.

The USJA does not and has never participated in this program. If a USJA member wishes to participate in a USJI or USJF event, they must have a Primary membership in either USJI or USJF.

In Summary

1. Joint Sanctioning Agreement between USJA, USJI, & USJF has been dissolved
2. A new Joint Sanctioning Agreement has been reached between the USJI & USJF
3. USJI & USJF will continue to co-sanction events
4. Only JI & JF membership are accepted at events sanctioned by JI & JF
5. Dojo/club practices at JI & JF clubs open to JI & JF members
6. JI & JF members should not participate in JA events as they will have no coverage under our policies as the USJA is not participating in the joint sanctioning agreement
7. JI & JF members should not practice at JA dojos/clubs as they will have no coverage under our policies
8. Non-members wishing to participate in USJI or USJF activities must purchase primary

membership in either USJI or USJF

9. USJI or USJF members wishing to participate in USJA activities must purchase USJA membership
10. A new sanction application packet along with a new standardized waiver & release form will be distributed next week

If you have any questions, please do not hesitate to contact the National Office. Thank you very much for your support and cooperation!

Best Wishes for a Safe & Happy New Year!