



NON-PROFIT

The Ticket to Success

The Facts

Elizabeth Smith, a visually impaired college student, was planning a birthday surprise for her best friend—tickets to see their favorite band at the community center. Elizabeth attempted to purchase tickets through the community center’s website, however the screen reader software that uses a speech synthesizer to read the text displayed on the screen, could not properly read the community center’s site. After reaching out to the community center, Elizabeth determined their website was not configured to support screen reader software.¹

Elizabeth sued the community center for \$250,000 in compensatory damages, alleging she was unable to purchase tickets because the website failed to provide reasonable accommodations for her disability which violated Title III of the Americans with Disabilities Act (ADA). The lawsuit also stated the community center had one year to update their website to support screen readers and other web technology to accommodate the visually impaired.

The community center had a non-profit insurance policy in place with a \$1,000,000 limit and \$50,000 retention. After contacting their insurance carrier regarding the lawsuit, the carrier hired a law firm to provide defense and counsel.

Visit victorinsuranceus.com/nonprofit for more information or contact a Non-profit underwriter at (301) 961-9800 or managementliability.us@victorinsurance.com.

The Result

The law firm suggested the community center hire a web development agency to update their website to support screen reader software. The updates took approximately five months and cost \$12,000. Additionally, the community center agreed to re-engage with the web development agency, once the ADA released their technical website guidelines, to ensure they were in compliance.

Once the community center’s website updates were confirmed, the lawsuit was dismissed. Their non-profit policy covered \$65,000 in defense costs.

RISK FACTOR #1

Organizations must address ADA compliance on a macro level. For example, in a brick and mortar establishment an organization is expected to accommodate any person with disabilities (employees, vendors or consumers) by providing the ability to conduct business without interruption and without emotional or physical distress. The same is expected with any external line of communications including website and phone.



This document is for illustrative purposes only and is not a contract. It is intended to provide a general overview of the program described. Please remember only the insurance policy can give actual terms, coverage, amounts, conditions and exclusions. Program availability and coverage are subject to individual underwriting criteria.

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