

USA Swimming 2017 Insurance Summary

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USA Swimming
1 Olympic Plaza
Colorado Springs, CO 80909-5770
Phone: 719/866-4578
FAX: 719/866-4050

The following is a narrative summary of coverage provided by the various policies and is not intended to change, modify or negate any policy terms, provisions, conditions and/or exclusions.

Membership Protection

USA Swimming's policy for membership protection is:

- To provide safety education for its membership;
- To provide excess accident medical protection for USA Swimming members who may suffer injuries while participating in insured activities;
- To provide evidence of financial responsibility so that USA Swimming clubs can conduct insured activities.

To implement this policy, USA Swimming has adopted two major programs:

- Excess Accident Medical Protection
- General Liability & Excess Insurance

These programs are intended to provide reasonable protection for USA Swimming athletes, non-athlete members and clubs.

EXCESS ACCIDENT MEDICAL INSURANCE DESCRIPTION OF COVERAGE

Carrier: Nationwide Life Insurance Company
Policy Number: SPX-278437-00
Policy Term of Coverage: January 1, 2017 to January 1, 2018
Insureds: Members of USA Swimming

When Coverage Starts: Coverage is a benefit of membership in USA Swimming and begins upon receipt of the completed membership application form with appropriate fee and acceptance by the LSC Registration/Membership Chair or its designee.

When Coverage Is In Effect: USA Swimming members are covered while participating in a USA Swimming supervised, sponsored, sanctioned or approved event including:

- Competitions and meets;
- Organized practice sessions;
- Approved social and fund raising activities;
- Travel to and from competitions, meets, events, organized practice sessions, approved social and fundraising activities at the direction of a coach or club board of directors;
- Observed Swim Meet events for USA Swimming Officials only

Coverage Outline:

When covered Injuries result in treatment by a Legally Qualified Physician beginning within 90 days of the accident, the Medical Expense incurred in excess of the Medical Deductible, if any, will be paid. Benefits will not exceed a maximum of \$25,000.00. Benefits must be Medically Necessary and shall not exceed the Usual and Customary charges in the geographic area where treatment is performed. Only covered Medical Expenses incurred by the Insured within 52 weeks from the date of the accident are covered.

Benefits:

- \$25,000.00 maximum per occurrence for Accident Medical Expenses. Eligible Medical Expenses are: (a) Treatment by a Legally Qualified Physician; (b) Care or services from a Hospital or Ambulatory Surgical Center; (c) Services from a registered graduate nurse (RN or LPN) not related to the Insured by blood or marriage; (d) Professional ambulance service; (e) Orthopedic appliances; (f) Injuries to sound and natural teeth.
- **\$1,000.00 maximum per occurrence for Chiropractic or Physical Therapy treatment/expenses**

Deductible/Excess:

This program is excess to any other insurance in place through the member's employment, school or family. Benefits for Medical Expense will be paid only for such expense which is not recoverable from any other insurance policy, service contract or workers' compensation. The deductible amount is the total of all other collectible benefits from primary insurance sources applicable to the Injury or \$100.00 of medical expenses when there is no primary insurance available.

Exclusions and Limitations:

No coverage is provided for: (a) suicide while sane or intentionally self-inflicted injury while sane; (b) Injuries caused by an act of declared or undeclared war; (c) Injuries received while in the armed service (d) Injuries received while acting as a pilot or crew member; (e) Injuries resulting from air travel, except while as a passenger for transportation only; (f) Injuries resulting from the Insured’s engagement in or attempt to commit a felony or being engaged in an illegal occupation; (g) Injuries received while under the influence of any controlled substance, unless administered on the advice of a Legally Qualified Physician; (h) Injuries received while Intoxicated; (I) Injuries sustained while traveling, except as specifically provided; (j) the cost of eyeglasses, contact lenses or examinations for either; (k) the cost of dental treatment, except as specifically provided for Injuries to sound, natural teeth; (l) injuries covered by workers’ compensation or employer’s liability laws; or (m) any health related expenses; and (n) Elite Athletes.

How to File a Claim:

Claim forms are sent to the injured party, or the party’s parents if a minor, upon USA Swimming National Headquarters receipt of a completed **Report of Occurrence** form and verification of the injured party’s USA Swimming membership. All bills must be submitted to any group hospital/medical and/or HMO coverage for which the member is eligible. Copies of any Explanation of Benefits (paid or denied) documents from an individual or group hospital/medical and/or HMO coverage must accompany all itemized bills.

Completed claim forms should be submitted to K&K Insurance Group, Inc. as directed on the claim form. Additional claim forms may be obtained by contacting USA Swimming National Headquarters.

This description of coverage summarizes the provisions of the Nationwide Life Insurance Company policy issued to USA Swimming. Should there be any discrepancy between the policy and this description, policy provisions will prevail.

LIABILITY INSURANCE PROGRAM

A. General Liability

Insurance Company: National Casualty
Policy Number: KKO0000006603800
Policy Term: January 1, 2017 to January 1, 2018
12:01 a.m. Mountain Standard Time

Who is Insured:

- **Named Insureds**
 - o USA Swimming, Inc. dba USA Swimming
 - o USA Swimming Local Swimming Committees
 - o USA Swimming Foundation
- **Other Insureds - Clubs or Group Members but only as respects liability arising from “Covered Activities”:**
USA Swimming, Inc. member clubs, in which all athletes or participants and coaches are members of USA Swimming, Inc., group members, volunteers and “member coaches” solely as respects to “bodily injury” and “property damage” arising from “covered activities” for which a group member has received approval from USA Swimming, Inc. or its authorized representative.

Coverage & Limits:

Coverages

Limits of Liability

Bodily Injury and Property Damage Combined	\$1,000,000 Each Occurrence
General Aggregate	\$No Limit
Personal Injury and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$1,000,000
Products-Completed Operations	\$2,000,000 Annual Aggregate
Medical Payments (third party)	\$5,000 Any One Person
Sexual Abuse/Molestation	\$1,000,000 Each Occurrence
Sexual Abuse/Molestation	\$5,000,000 Annual Aggregate
Employee Benefits Liability	\$1,000,000 Each Claim (\$1,000 Deductible)
Employee Benefits	\$2,000,000 Annual Aggregate

B. Excess Liability

Insurance Company: National Casualty

Policy Number: XKO0000006603900

Policy Term: January 1, 2017 to January 1, 2018
12:01 a.m. Mountain Standard Time

Coverage & Limits:

Coverages

Limits of Liability

Each Occurrence

\$5,000,000

General Aggregate

\$5,000,000

Who Is An Insured: **Named Insureds** and **Other Insureds** (See General Liability for definitions)

Exclusions-OTHER INSUREDS ONLY: (The following list is not inclusive)

This insurance does not apply to bodily injury and/or property damage, claims or suits arising out of or related to:

- The use of a diving board or diving platform regardless of when it occurs, how it occurs and/or whether it is related to **Insured Activities**. This exclusion does not apply to starting platforms as described by the technical rules of United States Swimming, Inc. in effect on the date of the **occurrence**.
- Racing starts in a water depth less than the minimum required in the USA Swimming Inc. (dba USA Swimming) Technical Rules or by any municipal, local, or state ordinance, regulation, code, or statute in effect at the date of the occurrence.
- Any occurrence arising out of or related to any sporting activity other than swimming. This exclusion does not apply to dryland training activities and intra club water polo.
- The ownership, entrustment, maintenance, operation, use, loading or unloading of any **automobile** or **aircraft** owned or operated by or rented or loaned to any insured, or any other **automobile** or **aircraft** operated by any person in the course of his employment by any Insured.
- Any obligation for which the Insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law.
- Employment-related practices including but not limited to wrongful termination, discrimination or sexual harassment.
- Any intentional acts.
- *Pollution with Hostile Fire & Water Treatment Chemicals exception.*
- *Player vs. Player*
- *Climbing Walls, Fireworks, Hot Air Balloon, Dunk Tanks, Haunted Houses, Amusement Devices, Rodeos, Bungee Operations & Concerts.*
- *Excess Liability coverage for Sexual Abuse/Molestation*

This description of coverage summarizes the provisions of the National Casualty policy issued to USA Swimming. Should there be any discrepancy between the policy and this description, policy provisions will prevail.

Insured Activities-OTHER INSUREDS ONLY: (Inclusive)

The insurance afforded by this policy applies to any Other Insured for insured activities. Insured activities are defined as:

- Swimming meets that have been issued a written meet sanction or a meet approval. Approval means a permit issued by one of the USA Swimming, Inc. Local Swimming Committees for swimming meets conducted in conformance with USA Swimming, Inc. technical rules in which members and non-members may compete. USA Swimming, Inc. member clubs that either host or participate in a swimming meet that has been issued an approval will be considered an insured provided that all of its athletes or participants and coaches are members of USA Swimming, Inc.
- Swimming practices, dryland activities and Learn-to-Swim programs where all swimmers or participants are registered as athlete members of USA Swimming or USMS and which are conducted under the direct and active supervision of a USA Swimming member coach. Dryland training activities means weight training, running, calisthenics, exercise machine training, and any other activity for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- United States Swimming, Inc. Swim-A-Thons®, fund raising activity which clubs can purchase for lap-a-thons.
- Approved social events and approved fund raising activities that are social events and activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- Swimming Tryouts. Swimming tryouts means swimming practices where a swimmer(s) who is not and who has never been a member of USA Swimming, Inc. participates with a USA Swimming, Inc. club for a period not to exceed thirty (30) consecutive days in a twelve (12) month period to determine the swimmer's interest in becoming a member of USA Swimming, Inc.
- Lifeguarding services provided by club employees, group members or volunteers for the benefit of **the club only**. Individuals must be lifeguard certified.
- Office Premises liability for LSCs and Member Clubs.
- STSC, CPR, and lifeguard Certifications of USA Swimming member coaches done by a USA Swimming member coach(es) that is a member representative of one of the approved agencies listed on the USA Swimming STSC In-Water Skills Checklist.

Meet sanction is defined as a permit that has been issued by a **Local Swimming Committee** to a USA Swimming, Inc. group member to conduct a meet in conformance with all USA Swimming rules.

Meet approval is defined as a permit that has been issued by a **Local Swimming Committee** for meets conducted in conformance with USA Swimming rules in which both members and non-members compete. USA Swimming, Inc. member clubs that either host or participate in an approved swimming meet will be considered an insured provided that all of its athletes or participants and coaches are members of USA Swimming, Inc.

Member coach is defined as a coach member of USA Swimming who has completed Safety Training for Swim Coaches and CPR as well as successfully completed a Background Check, and if applicable, Coaches Education as required by USA Swimming.

Approved social events and **approved fund raising activities** are events and activities that have been approved USA Swimming, Inc. or by Risk Management Services, Inc.

Swimming Tryouts are defined as swimming practices where Swimmer(s), **who are not and who have never been members of USA Swimming**, participate with a USA Swimming club or seasonal club, for a period not to exceed thirty consecutive days in any twelve month period, in order to determine the Swimmer(s) interest in registering as a member of USA Swimming.

Dryland Training Activities are defined as weight training, running, calisthenics, exercise machine training and any other activity for which an **Other Insured** has received approval from USA Swimming, Inc. or Risk Management Services, Inc.

Certificates(requesting):

Revised December, 2016

- **Liability Certificates.** Verification of Coverage Certificates for clubs are automatically sent to each registered USA Swimming member club with the yearly club insurance packet. Additional certificates are available upon request from USA Swimming National Headquarters.
- **Additional Insured Endorsements and Certificates.** Additional Insured Certificates and Endorsements are available on the Internet, by going to the following website: www.certificatesnow.com. Instructions for issuing the certificates are attached (see page 11). The Additional Insured Endorsement Certificates **are not automatically renewed** each year. If you don't want to issue your own certificate through CertificatesNow, you may request Certificates be issued by Risk Management Services, Inc. at a cost of \$25.00 per certificate. EXCEPTION: If there are special requirements requested by the Additional Insured, please contact Risk Management Services, Inc. at 800-777-4930 x10 for assistance at no additional charge.

C. Reporting Requirements: (All liability policies)

All claims or incidents must be reported immediately to the USA Swimming National Headquarters and Risk Management Services, Inc. To submit an incident please use the USA Swimming Online Report of Occurrence Form by going to this link on the website to complete the form: <https://fs22.formsite.com/usaswimming/lform18/index.html>. You will receive a confirmation email along with the submitted data which you can save or forward as directed by your LSC.

It is imperative that no person admits liability or responsibility or discusses any aspect of an incident with anyone other than an authorized insurance company claims representative of USA Swimming, law enforcement authorities or emergency medical personnel.

D. Liability Provisions in Club Contracts:

Almost every USA Swimming Member Club is a party to a contract with an owner of a swimming pool, public or private. Almost all USA Swimming Members, including LSCs and the national organization itself, will, at one time or another, enter into contracts for the use of a swimming venue for a meet or other authorized aquatic activity.

Such contracts will include standard language as to time of use, compensation, maintenance and the like.

Such contracts will also contain language with regard to the tort liability of both parties during the use of the facility. The owner will usually include indemnification and hold-harmless clauses for itself on liability for bodily injury and property damage resulting from the negligence of the USA Swimming Member, its officers, agents and employees.

It will be impossible to avoid such releases or waivers couched in general language. The owners, or their attorneys, may insist on this.

However, it is extremely important that the USA Swimming Member Club, LSC, etc., does not sign a contract containing language which indemnifies or exculpates (clears from alleged fault or guilt) the owner from liability for damages resulting from the **sole negligence of the owner, or its agents and employees**. Such language may or may not be valid in your particular state. If it is, it is usually subject to strict interpretation.

If you are in doubt on this, consult an attorney in your own state and at the same time refer him/her to the General Counsel for USA Swimming.

If you see the following language, or anything similar to it, consult legal counsel at once before signing the agreement:

Club (LSC) agrees to indemnify Owner against all liability loss, or other damage claims or obligations because of or arising out of personal injury or property damage, related to Club's (LSC) use and occupancy of the premises, including that caused by the negligence of the Owner or its agents or employees.

LIABILITY RELEASE AND INDEMNIFICATION FORM

I, the undersigned participant and parent, request voluntary participation for minor to participate in the _____ activity on _____ (date) which begins at _____ (time) and ends at _____ (time) sponsored by _____ all of which are hereinafter referred to as the "activity".

I consent to my/minor's participation in the activity and acknowledge that the minor and I fully understand my/minor's participation may involve risk of serious injury or death, including losses which may result not only from my/minor's own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, and/or the rules of play of this type of event or activity. I understand that if I have any risk concerns, I should discuss the risks associated with my participation with the activity coordinators and event staff, before I sign this document and before the activity begins.

Release – Minor's Rights:

In consideration of allowing Minor Participant to participate in this USA Swimming event, I hereby release and hold harmless USA Swimming, members of its board of directors, and its officers, employees, members, volunteers, other participants, and agents (collectively, the "Released Parties"), of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that Minor Participant may have or sustain with respect to any and all damage and/or injury, of any type, arising out of his or her participating in this USA Swimming event. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

(Print name of minor)

(Signature of minor)

(Date)

Release – Parents'/Guardians' Rights:

In consideration of allowing Minor Participant to participate in this USA Swimming event, I hereby release and hold harmless the Released Parties, of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that I may have or sustain with respect to any and all damage and/or injury, of any type, arising from Minor Participant's participation in this USA Swimming event. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

I certify that my/minor is in good health and have no physical condition that would prevent participation in this activity. Furthermore, I agree to use my/minor's personal medical insurance as a primary medical coverage payment if accident or injury occurs. I consent to emergency medical treatment in the event such care is required.

(Print name of Parent/Guardian)

(Signature of parent)

(Date)

Indemnification by Parent/Guardian:

The undersigned parent/guardian further agrees to indemnify, save and hold harmless the Released Parties from any and all claims, demands, losses, damages and liabilities for indemnities, contribution or otherwise with respect to any damage and/or injury, of any type, arising from Minor Participant's participation in this USA Swimming event.

(Print name of Parent/Guardian)

(Signature of parent)

(Date)

Send completed Liability Medical Release form to:
Risk Management Services, Inc.
P.O. Box 32712
Phoenix, AZ 85064-2712
or Fax to: (602) 274-9138

Optional Insurance

The following optional insurance coverages may be obtained on an individual basis by USA Swimming clubs. For further information, contact:

Risk Management Services, Inc. Phone: (800) 777-4930 toll free
P.O. Box 32712 or (602) 840-3234
Phoenix, AZ 85064-2712 Fax: (602) 274-9138
Website: www.rmsswimmingins.com

Or the USA Swimming website at www.usaswimming.org. Member Resources Tab; Insurance & Risk Management link, New Online Option.

Hired Auto Insurance For Clubs. USA Swimming has set up a program with National/Enterprise Car Rental Companies which allows a member club to rent vehicles at a reduced rate, and including insurance, from either of the rental companies. Please go to the Swimming website, Member Resources tab and Rental Van/Vehicle Discounts and Insurance Coverages

Directors and Officers & Employment Practices Liability Insurance for USA Swimming Member Clubs

Definition. Provides coverage for defense costs and liabilities incurred by insured directors and officers arising out of claims alleging that an insured has committed "wrongful acts," which means any error, misstatement, misleading statement, act, or omission, neglect or breach of duty by policy definition. This coverage specifically excludes bodily injury or property damage claims which would likely be covered by the general liability policy. Also provides coverage for wrongful termination(s), harassment and other employment related situations.

Limit of Liability. \$1,000,000

Deductible. \$1,000 for the organization for Directors & Officers Liability.

\$2,500 for the organization for Employment Practices Liability.

Premium. Minimum \$425

Requirements. Submission of a signed application; prepaid premium.

Crime Coverage for USA Swimming Member Clubs

Provides coverage for dishonest acts of employees or volunteers

Limit of coverage. \$25,000

Deductible. \$250

Cost. \$190 or \$280 depending on number of employees

Special Activities/Events

Provides liability insurance for some activities not insured under the USA Swimming program (e.g., learn to swim programs for non-members).

We strongly recommend the Member Clubs consider purchasing Workers Compensation, Property Insurance for equipment and a Business Owners Package Policy if the club has an office premises. Contact Risk Management Services, Inc., or see the Optional Coverages now offered by USA Swimming or contact a local agent to purchase these coverages.

Certificates Online

Proof of Insurance for USA Swimming Member Clubs

A club's facility or pool might ask you to add them as "Additional Insured" to your policy. You are responsible for processing these requests yourself directly over the Internet 24 hours a day, 7 days a week. Please call 1-800-777-4930 x10 or x13 with any questions or for assistance. Please note there is a \$25.00 charge for any certificates processed by Risk Management Services, Inc. The charge does not apply to certificates you need which require special wording.

Note: if your club is new and you are not in the CertificatesNow system, or you have updated the club's information recently, contact Kim Tate at 1-800-777-4930 X10, email ktat@theriskpeople.com, for assistance in processing your certificate.

To get started:

1. Go to www.certificatesnow.com.
2. Enter YOUR CLUB'S User ID & Password in CAPITAL LETTERS: (*this will be your "2" digit LSC code and "2", "3" or "4" digit Club code that can be found in your USA Swimming membership renewal pack*) Ex: see below....

USER ID: Example: CO-XX or VA-XXXX (all caps and the "dash")

PASSWORD: SWIM (DO NOT CHANGE THIS PASSWORD)

3. Click on "Deliver Certificates" in the middle of your screen.
4. Select the "2017 USA Swimming Member Club Certificate" and hit Continue.

Do not add your own swim club name or any individual person as recipient.

The certificate must state the facility or facility owner that requested this Certificate. Always enter the facility or facility owner's address, no matter which delivery method you choose.

5. Now you can either:
 - a) Select a Recipient (Certificate Holder) and hit "Continue". Add New Recipient if non showing.
 - b) Change a Recipient (Certificate Holder) by clicking on the blue name. The field will open and you can edit the information. Make sure to save the information, select the Holder and hit "Continue"
 - d) Add a new Recipient (Certificate Holder). Click on "New Recipient", a window opens. Enter Name, Address, City, State, ZIP, Country of the location that asked you for this Certificate.

Next choose a delivery method. You have the option to e-mail, fax, US-Mail, or save only. Depending on the method you choose you need to enter the information in the appropriate field. e.g., if you choose e-mail you will need to enter the e-mail address.

Click "Save", Select the Recipient and hit "Continue"

6. Review Information and hit continue.
7. Review Delivery Method and hit continue.
8. This is the last screen. → For a copy of the Certificates for your files, Check to send yourself an e-mail of this certificate. A copy will be sent to the main e-mail address that is registered with USA Swimming.
9. Hit "Deliver Now" and **You're done...**

You will be directed back to the beginning; this means that your certificate has been sent. The system may take up to 48 hours to deliver the certificate so plan ahead to allow for this delivery time.