

GULF SWIMMING  
SECTION 4 - SAFETY  
INSURANCE SUMMARY  
2011-2012

### Membership Protection

USA Swimming's stated 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 now adopted two major programs:

- Excess Accident Medical Protection;
- Liability Insurance Program.

These two programs are intended to provide reasonable protection for USA Swimming athletes and clubs while stabilizing the cost.

### EXCESS ACCIDENT MEDICAL INSURANCE DESCRIPTION OF COVERAGE

*Carrier:* Mutual of Omaha Insurance Company

*Policy Number:* T5MP-SP-35054

*Policy Term of Coverage:* January 1, 2006 – January 1, 2007

*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:* Insureds are covered while participating in USA Swimming supervised, sponsored, sanctioned or approved:

- Competitions, meets or events;
- Organized practice sessions;
- Social and fund raising activities;
- Travel to and from competitions, meets, events, organized practice sessions, approved social and fundraising activities; and
- OVC 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 Expense incurred by the Insured within 52 weeks from the date of the accident is covered.

*Benefits:*

- \$25,000.00 maximum per occurrence for Accident Medical Expense. 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.
- \$1,000.00 maximum per occurrence for Chiropractic or Physical Therapy treatments/expenses.

- \$5,000.00 Principal Sum maximum for Accidental Death and Specific Loss.

Benefits will be paid as follows:

Loss of Life.....	Principal Sum
Loss of Both Feet, Both Hands or Both Eyes .....	Principal Sum
Loss of One Hand and One Foot .....	Principal Sum
Loss of One Hand and One Eye or One Foot and One Eye ....	Principal Sum
Loss of One Hand, One Foot or One Eye.....	One-half Principal Sum
Loss of Speech and Hearing .....	Principal Sum
Loss of Speech or Hearing .....	One-half Principal Sum
Loss of Thumb and Index Finger of Same Hand....	One-fourth Principal Sum

If you suffer multiple losses due to the same accident, only one benefit amount – the largest to which you are entitled – is payable. The benefit for loss of: two limbs; both eyes; one limb and one eye; speech and hearing; or thumb and index finger on the same hand is payable only when such double loss is the result of the same accident. Loss is defined as the complete severance of the hand or foot at or above the wrist or ankle joint; total and irrecoverable loss of entire sight, speech or hearing; and severance of two or more entire phalanges of both the thumb and index finger. To receive benefits, loss must be independent of sickness and all other causes.

*Deductible/Excess:*

This program is excess to 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.

*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 (upon notice to us of entry into an armed service, the pro rata premium will be refunded); (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) Elite Athletes.

*How to File a Claim:*

Claim forms are sent to each injured party 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 first be submitted to any group hospital/medical and/or HMO coverage for which the member is eligible. Copies of the plan Explanation of Benefits (paid or denied) documents from a group hospital/medical and/or HMO coverage must accompany all bills.

**Completed claim forms should be submitted to Mutual of Omaha – Special Risk Services 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 Mutual of Omaha 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:* Lexington Insurance Company

Policy Number: 1638683

Policy Term: December 31, 2005 to December 31, 2006  
 12:01 a.m. Mountain Standard Time

*Who is Insured:*

- **Named Insureds**
  - USA Swimming
  - USA Swimming Local Swimming Committees
  
- **Additional Named Insureds solely as respects to liability arising from insured activities:**
  - Clubs and Seasonal Clubs which Athletes or Participants and Coaches are members of USA Swimming
  - USA Swimming member(s) or volunteer(s) while acting at the direction of, and within the scope of their duties for a Named Insured.

*Coverage & Limits:*

<b>Coverages</b>	<b>Limits of Liability</b>
<b>Bodily Injury and Property Damage Combined</b>	<b>\$2,000,000 Each Occurrence *</b>
<b>Bodily Injury and Property Damage Combined</b>	<b>\$4,000,000 Annual Aggregate *</b>
<b>Personal Injury and Advertising Injury</b>	<b>\$1,000,000 Per Occurrence *</b>
<b>Personal Injury and Advertising Injury</b>	<b>\$1,000,000 Annual Aggregate *</b>
<b>Annual General Aggregate</b>	<b>\$4,000,000 *</b>

\* Claims and Defense Costs are included within and subject to the Limits of Liability

**Exclusions:** *(The following list is not inclusive)*

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

- The use of a diving board or diving platform. This exclusion does not apply to starting platforms as defined in the *USA Swimming Rules and Regulations* in effect at the date of the occurrence.
- Racing starts in a water depth less than the minimum required in the *USA Swimming Rules and Regulations* or by any municipal, local, or state ordinance, regulation, code, or statute.
- Sexual Abuse or sexual misconduct of any kind, including but not limited to any suits or claims for sexual molestation, sexual involvement, sexual contact, sexual harassment, regardless of consent of the person.
- 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.
- Damage to property owned or occupied by or rented to the insured, property used by the insured, or property in the care, custody.
- Employment-related practices.
- Any intentional acts.

**Insured Activities:** *(Inclusive)*

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

- Swimming meets that have been issued a written meet sanction or a meet approval;

- Swimming practices, Learn-to-Swim programs and USA Swimming contracted Swim-a-thons®, where all swimmers are registered as athlete members of USA Swimming and which are conducted under the direct and active supervision of a member coach;
- Approved social events and approved fund raising activities;
- Swimming Tryouts.

**Meet sanction** and **meet approval** are defined in the *USA Swimming Rules and Regulations*.

**Member coach** is defined as a coach member of USA Swimming who has complied with safety training required by USA Swimming.

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

**Swimming Tryouts** are defined as swimming practices where Athlete(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 Athlete(s) interest in registering as a member of USA Swimming.

**B. Excess Liability**

*Insurance Company:* Lexington Insurance Company

*Policy Number:* 0352672

*Policy Term:* December 31, 2005 to December 31, 2007  
12:01 a.m. Mountain Standard Time

*Who is Insured:*

- **Named Insureds**
  - USA Swimming
  - USA Swimming Local Swimming Committees
- **Additional Named Insureds solely as respects to liability arising from insured activities:**
  - Clubs and Seasonal Clubs which Athletes or Participants and Coaches are members of USA Swimming
  - USA Swimming member(s) or volunteer(s) while acting at the direction of, and within the scope of their duties for a Named Insured.

*Coverage & Limits:*

<b>Coverages</b>	<b>Limits of Liability</b>
<b>Follow Form Excess **</b>	<b>\$3,000,000 per occurrence *</b> <b>\$8,000,000 annual aggregate *</b>

\* Claims for Defense Costs are included and subject to the Limits of Liability.

\*\* "Follows" coverage provided by the General Liability Policy.

*Administration:*

- **Liability Certificates.** Verification of Coverage Certificates for clubs are automatically sent to each registered USA Swimming Member Club with the yearly membership packet. Additional certificates are available upon request from USA Swimming National Headquarters.
- **Additional Insured Endorsements and Certificates.** Additional Insured Certificates and Endorsements are available upon request from the USA Swimming National Headquarters or Risk Management Services, Inc. However, USA Swimming member clubs are encouraged to issue their own certificates, if they have access to the Internet, by going to the following website:

www.certificatesnow.com. Instructions for issuing the certificates are attached. Additional Insured Endorsement Certificates **are not automatically renewed** each year.

### C. Sexual Misconduct

*Insurance Company:* Lexington Insurance Company

*Policy Number:* 1638684

*Policy Term:* December 31, 2004 to December 31, 2005  
12:01 a.m. Mountain Standard Time

*Who is Insured:*

- **Named Insureds**
  - United States Swimming, Inc. member clubs

*Coverage:*

Sexual Misconduct is defined as sexual molestation, including but not limited to sexual exploitation, deliberate physical contact, mental abuse and illicit conduct not involving physical contact.

### CLAIMS MADE POLICY

Coverage is provided for claims made during the policy term. There is no coverage for any occurrence prior to the policy inception date.

**Exclusions:** (not inclusive)

This insurance does not apply to:

- Liability of any insured or person who actually participates in any act of "sexual misconduct".
- The cost of defense of, or the cost of paying any fines for, any insured or person resulting from actual or alleged violation of a criminal or penal statute.
- Liability of others assumed by any insured under any contract or agreement, either oral or in writing, unless specifically endorsed hereon.
- Any obligation for which any insured or any carrier may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law.
- "Bodily injury" as a result of "sexual misconduct", sickness, disease or death sustained by any of your "employees" or "volunteer workers" arising out of, and in the course of employment by you or within the scope of their duties for you. However, this exclusion does not apply to "volunteer workers" under the age of 18.

*Coverage & Limits:*

<b>Coverages</b>	<b>Limits of Liability</b>
<b>Each Insured Event:</b>	<b>\$100,000 *</b>
<b>Total Policy Period Limit:</b>	<b>\$200,000 *</b>

\*Claims and Defense Costs are included within and subject to the Limits of Liability.

### D. Reporting Requirements: (All liability policies)

All claims or incidents of bodily injury or property damage must be reported immediately to the USA Swimming National Headquarters and Risk Management Services, Inc. The USA Swimming Report of Occurrence Form is enclosed for your use in notifying both organizations.

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

**E. 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 the Club's (LSC) use and occupancy of the premises, including that caused by the negligence of the Owner or its agents or employees.*

### Optional Insurance Coverages

The following optional insurance coverages may be obtained on an individual basis by LSCs or 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

e-mail: [sblumit@theriskpeople.com](mailto:sblumit@theriskpeople.com)

#### **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.

Premium. Minimum \$375

Requirements. Submission of a signed application; premium prepaid.

#### **Crime Coverage for USA Swimming Member Clubs**

Provides coverage for dishonest acts of employees or volunteers

Limit of Coverage. \$25,000

Deductible. \$250

Cost \$175 or \$275 depending on number of employees

#### **USA Swimming International Group Accident Insurance**

*Definition.* This policy will provide LSCs and/or USA Swimming clubs additional accident medical coverages for their USA Swimming members competing outside of the United States and/or foreign members competing or training in the United States. Contact Risk Management Services, Inc. for specific coverage and premium information.

#### **Special Activities**

Provides liability insurance for some activities not insured under the USA Swimming program (e.g., learn to swim programs for non-members). Contact Risk Management Services, Inc. regarding coverage and premium information.

**We strongly recommend the Member Clubs consider purchasing Property Insurance for equipment, Workers Compensation, and a Business Owners Package Policy if the club has an office premises. Contact a local agent to purchase these coverages.**

### 2010 Certificates Now

#### USA Swimming Certificates of Insurance via the Internet

Welcome to the world of Internet Certificates of Insurance for USA Swimming. You are now able to request your Certificates of Insurance directly from the Internet and receive them immediately after you have created them, 24 hours a day, 7 days a week. Please call Stacy Allen at 1-800-777-4930 x10 with any questions.

*(Swim Club = Insured, Facility, Pool or Location = Certificate Holder and Recipient)*

**AVOID USING THE BACK BUTTON EXCEPT ON THE LOG OUT SCREEN. "Cancel" acts as the Back Button.**

1. Sign onto the Internet and go to: [www.certificatesnow.com](http://www.certificatesnow.com)
2. Login:  
**USER ID:** LSC 2 digit code (all caps), a dash (-), plus your swim club's code (all caps) (Example GU-XXXX = Gulf X Team)  
**PASSWORD:** SWIM (all caps)
3. Confirm Insured Name (Swim Club) is correct.
4. Select "**Certificates**" on the Navigation bar.
5. Select "**Deliver**" on the Navigation bar.
6. Select "**2010 Swim Certificate**" and click "**Continue**".
7. **IF THIS IS THE FIRST TIME, YOU OR ANYONE FROM YOUR CLUB HAS USED THIS ONLINE SERVICE, IT WILL SAY 'NO RECORDS FOUND,' UNLESS SOMEONE FROM YOUR SWIM CLUB OR IF SOMEONE FROM RISK MANAGEMENT SERVICES, INC., HAS GONE ONLINE AND ENTERED THE INFORMATION FOR YOU.**
8. **PLEASE DO NOT ADD YOURSELF OR ANY INDIVIDUAL PERSON AS THE CERTIFICATE HOLDER OR RECIPIENT; IT SHOULD BE A FACILITY NAME OR AN ACTUAL COMPANY.**
9. **If this is the first time you are requesting a "Certificate Holder" or if you are requesting a new "Certificate Holder", click on "New Recipient", and put the facility/pool/location information in the spaces provided, then select save.**
10. **Just a reminder that if you want an emailed copy sent to you directly, you must include your email address in the column marked email when you are putting in new facility/pool/locations.**
11. If a certificate has been issued, online, to the "**Certificate Holder**" previously, please select from the list of "**Certificate Holders**" and hit "**Continue**". **(If you or anyone from your club has never been to this website there will most likely be no Certificate Holders yet.)**
12. You should see a column that has the name of the facility/pool/location that you have added, select it again and hit "**Continue**".
13. On this page, you should see a column that has the "**Certificate Holder**" you've selected and a column underneath that says "**Recipient.**" Select "**Add recipients**" and you are going to select the same facility/pool/location you just selected as the certificate holder the first time, and hit "**Continue**".
14. This page you should have a column that says "**Certificate Holder**", with the name of the facility/pool/location that you have selected and it should also have the same facility/pool/location under "**Recipient**". If the information is correct, hit "**Continue**".
15. This page you need to select a "**Delivery Method**" for Certificate Holder and each Recipient. Click "**Continue**" (Fax, Email, US Mail).
16. "**Preview**" – verify Certificate Holder(s), Recipients and Delivery Method(s).
17. If you need to make a correction before delivering the certificates, go to the Navigation Bar and click "**Certificates**" which brings you back to the first page. While you will have to go through steps 3-6 of the process, you do not lose any information.
18. If all is correct, hit "**Deliver Now**".
19. If you are finished, go to "**Logout**".