

# USA Swimming 2009 Insurance Summary

Table of Content	Page
Membership Protection .....	2
Excess Accident Medical Insurance .....	2
Liability Insurance Program .....	3
Who is Insured.....	3
Coverage & Limits of Liability .....	3
Exclusions .....	4
Insured Activities .....	4
Certificates (requesting) .....	5
Sexual Misconduct .....	5
Who is Insured.....	5
Coverage & Limits of Liability .....	6
Reporting Requirements.....	6
Liability Provisions in Club Contracts .....	6
Report of Occurrence Form .....	8
Liability/Medical Release Form .....	9
Optional Insurance .....	10
Certificates Now (additional insured endorsements) .....	11

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Phone: 719/866-4578  
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**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
- Liability & Excess Liability Insurance

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

### EXCESS ACCIDENT MEDICAL INSURANCE DESCRIPTION OF COVERAGE

**Carrier:** Mutual of Omaha Insurance Company  
**Policy Number:** T5MP-SP-35054  
**Policy Term of Coverage:** January 1, 2009 to January 1, 2010

**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 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;
- 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 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 (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 the 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 any Explanation of Benefits (paid or denied) documents from an individual or 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:* 011-2834  
*Policy Term:* January 1, 2009 to January 1, 2010  
12:01 a.m. Mountain Standard Time

*Who is Insured:*

- **Named Insureds**
  - o USA Swimming
  - o USA Swimming Local Swimming Committees
- **Other Insureds - Clubs or Group Members but only as respects liability arising from insured activities:**
  - o Clubs and Seasonal Clubs whose Athletes or Participants and Coaches are members of USA Swimming
  - o USA Swimming member(s) or volunteer(s) while acting at the direction of, and within the scope of their duties for a Named Insured. **(None of these members and volunteers are insured for Personal Injury and Advertising Injury)**

*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>Damage to Rented Premises</b>	<b>\$ 100,000 Each Location *</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-OTHER INSUREDS ONLY: (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 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.
- Sexual Abuse or sexual misconduct of any kind, including but not limited to any suits or claims for sexual molestation, sexual involvement, sexual conduct, sexual contact, sexual harassment, regardless of consent, and/or age, 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 including but not limited to wrongful termination, discrimination or sexual harassment.
- Any intentional acts.

**This is not a complete listing of all the policy exclusions and limitations applicable to Additional Named Insureds. Please refer to policy for a complete listing.**

***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;
- Swimming practices, dry-land activities and Learn-to-Swim programs where all swimmers 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;
- United States Swimming, Inc. Swim-A-Thons®;
- Approved social events and approved fund raising activities;
- Swimming Tryouts;
- Office Premises;

**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.

**Member coach** is defined as a coach member of USA Swimming who has completed Safety Training, CPR and First Aid courses as well as completed a successful 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 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 as **Other Insured** has received approval from Risk Management Services, Inc.

*Certificates:*

- **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](http://www.certificatesnow.com). Instructions for issuing the certificates are attached (see page 11). Additional Insured Endorsement Certificates **are not automatically renewed** each year. 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.

## **B. Sexual Misconduct**

*Insurance Company:* Lexington Insurance Company

*Policy Number:* 011-2835

*Policy Term:* January 1, 2009 to January 1, 2010  
12:01 a.m. Mountain Standard Time

*Who is insured:*

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

*Coverage:*

Sexual Misconduct means:

1. Sexual molestation, sexual involvement, sexual conduct, sexual harassment regardless of consent of the person.
2. Inadequate, improper or otherwise deficient hiring, training, supervision or control of another resulting in the alleged sexual misconduct.

### **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, January 1, 2009.

**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:*

**Coverages**

**Limits of Liability**

<b>Each Insured Event:</b>	<b>\$100,000 *</b>
<b>Total Policy Period Limit:</b>	<b>\$250,000 *</b>

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

**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. The USA Swimming Report of Occurrence Form (see page 8) is enclosed for your use in notifying both organizations.

It is imperative that no person admits liability or responsibility or discusses any aspect of an incident with anyone other than an authorized 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. *(continued next page)*

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.*

**USA SWIMMING  
Report of Occurrence**

**(Circle one) Personal Injury/Property Damage**

(Please Print Clearly)

Date of Incident: \_\_\_\_\_ Time of Incident: \_\_\_\_\_ LSC: \_\_\_\_\_ Name of Club: \_\_\_\_\_

Injured:  Athlete  Coach  Official  Member/other: \_\_\_\_\_  Guest/Spectator  Other: \_\_\_\_\_

Name (Legal): \_\_\_\_\_ USA Swimming ID#: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_ Sex:  M  F Phone: (\_\_\_\_) \_\_\_\_\_

Where did the incident occur?:  In Water  Deck  On Blocks  Locker Room  Bleachers  Hallway  Stairs  
 Gym  Outside Venue (List) \_\_\_\_\_  Other \_\_\_\_\_

Activity:  Meet/Competition  Meet/Warm-up  Meet/Warm down  
 Practice/Water  Practice/Dry-land  Other: \_\_\_\_\_

Facility Name: \_\_\_\_\_ City/State: \_\_\_\_\_

Facility Type:  Indoor  Outdoor

Describe the incident: \_\_\_\_\_

Affected Body Part (Specify R or L):  Head/Neck  Leg/Foot  Ears/Nose/Mouth/Teeth  Hand/Arm  Knees  
 Shoulder  Torso  Internal  Other: \_\_\_\_\_

Describe the Injury: \_\_\_\_\_

On Site Care Given by:  Coach  Parent  EMT/Paramedic  Facility Staff: \_\_\_\_\_

*name of person giving care*

Care Given on Site:  Ice  Immobilized  Bandage  Cleaned  Other: \_\_\_\_\_

Care Refused by Injured:  Yes  No

If yes, Signature of Injured or of Guardian/Parents if under 18 yrs of age: \_\_\_\_\_

Parent/Guardian notified:  No  Yes Comment? \_\_\_\_\_

Taken to Clinic/Hospital:  No  Yes If yes, location: \_\_\_\_\_

Please include names and phone numbers of two (2) witnesses: (If others, list on reverse)

_____	_____	(____)
Name	Address	Phone
_____	_____	(____)
Name	Address	Phone

Activity Supervisor: \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
*Please print Daytime Phone Evening Phone*

Report Submitted By: \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
*Please print Daytime Phone Evening Phone*

Date Report was submitted: \_\_\_\_\_

**Club Personnel/Club Safety Coordinator is responsible for returning completed form immediately following incident to:**

USA Swimming	and: Risk Management Services, Inc.	and: LSC Safety Chairman
Risk Management Department	P. O. Box 32712	
One Olympic Plaza	Phoenix, AZ 85064-2712	
Colorado Springs, CO 80909	FAX: (602) 274-9138	
FAX: (719) 866-4050		

Please attach any additional reports (facility reports, newspaper articles, witness statements).

## 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



# *Certificates Online*

## *Proof of Insurance for USA Swimming Member Clubs*

### *Requesting Your Additional Insured Endorsement*

Your club's facility/pool might ask you to add them as additional insured to your insurance policy. You (the club) are **responsible for processing these requests** directly over the Internet 24 hours a day, 7 days a week. If you encounter any technical problems or have any questions you may call Risk Management Services at 1-800-777-4930 and ask for x10 or x13. When you call it would be helpful if you are online so we can guide you through the process. *(If you request your certificate directly from Risk Management Services, a \$25.00 service fee will be assessed the club.)*

So...

**let's get started**

1. Logon to [www.certificatesnow.com](http://www.certificatesnow.com).
2. Enter your **User ID & Password** in ALL CAPS with no spaces:  
*(the club code is found on your USA Swimming membership renewal application)*

{	<b>USER ID:</b>	<b>2 digit LSC code, a dash (-), plus your club code.</b> (Example: CO-XXXX)
	<b>PASSWORD:</b>	<b>SWIM</b>

3. Click on "**Deliver Certificates**" in the middle of your screen.
4. **Select** the "2009 Swim Certificate" and hit **Continue**.
5. Now you can either:
  - a) **Select a Recipient** (Certificate Holder) and hit "**Continue**." Add New Recipient if none 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**."
  - c) **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.

**Now**

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**"

*Please do not add your own swim club name or any individual person as recipient.*

*It must be the facility or company that asked you for the Certificate and you always need the facilities address, no matter which delivery method you choose.*

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 the box:  
→  Check to send yourself an e-mail of this certificate.  
A copy will be sent to the club's main e-mail address that is registered with USA Swimming.
9. Hit Deliver Now.

**You're done...**

!!!You will then be directed back to the beginning which means that your certificate was sent.

The system may take up to 48 hours to deliver the certificate, so plan ahead!!!