

## 2012 Insurance Program

The USMS insurance program, funded by a portion of the national registration fee, provides **excess accident insurance** coverage for USMS members. **Liability** coverage is provided for USMS members, member clubs, LMSC officials, and volunteers **acting on behalf of and with the approval of USMS.**

### Excess Personal Accident Insurance

Excess accident insurance covers the USMS member during USMS sanctioned and recognized meets, supervised practices, and preapproved events. In **sanctioned** events, **ALL** competitors must hold current USMS registration. At supervised practices, **ALL** participants must be registered USMS or United States Swimming, Inc. (USA Swimming) members, and practice must be under the direct supervision of a USMS member or USA Swimming certified coach. **IF USA SWIMMING MEMBERS ARE INVOLVED IN THE PRACTICE, IT IS NECESSARY THAT A USA SWIMMING COACH BE SUPERVISING THE PRACTICE.**

**Policyholder:** United States Masters Swimming, Inc.  
**Carrier:** Federal Insurance Company  
**Policy number:** 9906-7881  
**Term:** January 1, 2012 to January 1, 2013  
**Insured persons:** **Members in good standing of United States Masters Swimming, Inc.**  
**Coverage:** Accident medical/dental expense \$ 25,000  
Chiropractic or physical therapy \$ 1,000

**Treatment by a chiropractor or physical therapist is limited to a maximum of \$1000 during the 12 month period immediately following the date of an accident**

Accidental death or dismemberment	\$ 5,000
Disability – Temporary Total	\$ 50 a week up to 13 weeks
Rehabilitation Expense	5% of Principal Sum (\$1,250)
Psychological Therapy	5% of Principal Sum (\$1,250)
Home Alteration	10% of Principal Sum (\$2,500)
Vehicle Alteration	10% of Principal Sum (\$2,500)
Medical Evacuation/Repatriation	\$25,000 Maximum Amount

**Covered expenses:** Covered expenses must be a direct result of an injury and treatment must begin within 90 days of the accident. Such expenses must be incurred within 1 year (12 months) from the date of the accident; must be medically necessary; and must be usual and customary for the services to be rendered. **No coverage is provided for health related incurred medical expenses.**

**Deductible:** The total sum of benefits payable under all other plans as defined by the policy. 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) must accompany all bills.

**Claims:** Claims forms may be obtained from:  
Risk Management Services, Inc.  
(2221 W. Baseline Rd., Suite 104, Tempe, AZ 85283-1041)  
P.O. Box 32712, Phoenix, AZ 85064-2712  
Telephone: (800) 777-4930 X10  
(602) 840-3234 X10  
Fax: (602) 274-9138  
Email: ktate@theriskpeople.com

**Payment of expenses resulting from an accident is limited to those expenses incurred and presented to Federal Insurance Company within 12 months of the date of the accident.**

### **General Liability Insurance**

Liability coverage is provided for claims of negligence against the insured(s) by any person, including participants, for bodily injury or property damage arising out of insured activities. Coverage is also included for claims arising from a written contract related to facility use.

It is **imperative** that all incidents, no matter how minor, be reported as soon as practicable. The “USMS Report of Occurrence” should be used to report incidents.

**Policyholder:** United States Masters Swimming, Inc. et al

**Carrier:** National Casualty Company

**Policy Number:** KKO0000002280800

**Policy Term:** January 1, 2012 to January 1, 2013  
12:01a.m. Eastern Standard Time

<b>Limit of Liability:</b>	\$No limit	General Aggregate
	\$1,000,000	Each occurrence including products/completed operations
	\$1,000,000	Annual aggregate-products completed operations
	\$1,000,000	Each occurrence/aggregate-personal injury and advertising injury
	\$1,000,000	Fire legal liability
	\$ 5,000	Medical payments excluding participants
	\$1,000,000	Participants legal liability

**Named Insureds:** United States Masters Swimming, Inc., United States Masters Swimming Local Masters Swimming Committees & USMS member swim clubs for insured activities. Any member of USMS or volunteer, while acting on behalf of and with the approval of USMS

**Activities Insured:** **SEE ATTACHED GRIDS FOR SUMMARY (pages 7 and 8 of this section of the handbook)**

- Sanctioned meets. (All participants must be USMS members.)
- Recognized meets. Refer to USMS rules and regulations for definition
- **Swimming practice** where all participants are members of USMS or USA Swimming, and under the direct supervision of a USMS member or USA Swimming certified coach. **A USA SWIMMING CERTIFIED COACH MUST BE SUPERVISING THE PRACTICE IF USA SWIMMING MEMBERS ARE INVOLVED.**
- **Learn to Swim programs** where all participants are members of USMS and the program is under the direction of a USMS member or USA Swimming certified coach.
- **Swimming tryouts** under direct supervision of a USMS member or USA Swimming certified coach. The tryout period may not last for more than 30 consecutive days in a 12 month period for any one individual. There is not any coverage for **non-member** participants themselves during the tryout period.
- **Preapproved social events** where alcoholic beverages are not sold.
- **Preapproved fund raising activities.**

If a USMS member club is conducting an activity that is not listed above as an insured activity, it is imperative that the club obtain its own additional insurance coverage.

**Exclusions:** **(This is not an all-inclusive listing)**

- Diving from other than USMS-approved starting platforms or pool side.
- Abuse or molestation.
- Competitions in diving or synchronized swimming.
- Intentional acts.
- Operation, ownership, maintenance, loading or unloading, or use of any automobile.
- Any obligation or liability under Workers Compensation, Unemployment Compensation, or Disability Benefits law, or similar law.
- Competitive Water polo.
- Underwater sports activities.

- Property damage to:
  - property owned or occupied by or rented to the insured(s)
  - property used by insured, or property in the care, custody, or control of the insured or as to which the insured is for any purpose exercising physical control.
- Operation, ownership, maintenance, loading or unloading or use of aircraft or watercraft.

### **Excess Liability Insurance**

**Policyholder:** United States Masters Swimming, Inc. *et al.*

**Carrier:** National Casualty Company

**Policy Number:** XKO0000002280500

**Policy Term:** January 1, 2012 to January 1, 2013

**Limits of Liability:** \$9,000,000 each occurrence

\$9,000,000 aggregate

**Insureds:** Same as general liability policy

**COVERAGE:** Provides an additional amount of liability coverage over the primary general liability coverage subject to policy terms, conditions and exclusions.

## **Administration of USMS Insurance Program**

1. If a facility (sponsor) requests a certificate of insurance naming them as additional insured, please use our online program [www.certificatesnow.com](http://www.certificatesnow.com) and follow the instructions on page 12. If you need any help please contact Risk Management Services, Inc., who will guide you through the program.
2. All claims or incidents should be reported immediately to Risk Management Services, Inc., on the “USMS Report of Occurrence” form (see Page 8). It is imperative that no person admits liability or responsibility or discusses any aspect of the incident with other than an authorized National Casualty Insurance Company claims representative or police official.
3. Many USMS clubs/practice groups are a party to a contract with an owner of a swimming pool, public or private. Almost all clubs, LMSCs and the national organization itself, will, at one time or another, enter into a contract 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. Additionally, these contracts will also contain language with regard to the tort liability of both parties during the use of the facility. The facility 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 USMS member entity, its officers, agents and employees. While it is impossible to avoid such releases or waivers couched in general language it is extremely important that USMS entities NOT sign contracts containing language which indemnifies or exculpates (clears from alleged fault or guilt) the facility 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 about contract wording, consult an attorney in your own state. If you see the following language contained in the contract, please contact Risk Management Services, Inc. before signing:

“Club/LMSC 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/LMSC use and occupancy of the premises, including that caused by the negligence of the Owner or its agents or employees”.

### **Direct additional questions concerning any of the coverages to:**

Sandi Blumit, ARM, AAI, CIC, AIS, CPIW or  
John Peterson, CPCU, ARM  
Risk Management Services, Inc.  
P.O. Box 32712 (2221 W. Baseline Rd., Ste. 104, Tempe, AZ 85283-1041)  
Telephone: (800) 777-4930 X12  
Fax: (602-274-9138