

# The Insurance Program

The current General Liability and Sports Accident Insurance programs, with effective dates of July 1 through June 30, are written with Philadelphia Indemnity Insurance Company and Mutual of Omaha. We are providing \$1,000,000 Commercial General Liability coverage and \$50,000 Excess Accident coverage. The insurance broker for both of these programs is Wells Fargo Insurance Services. Their offices are located at 5755 Mark Dabling Blvd, Suite 300 Colorado Springs, CO 80919. Their telephone number is 800.342.9256. Contacts at WFIS are Chuck Delich and Andrea Wright. The insurance programs are free to member clubs and are taken care of automatically by U.S. Figure Skating.

**Certificates of Insurance:** All member clubs are provided Certificates of Insurance at the beginning of the policy term indicating coverage for their sanctioned and supervised club activities. All third party (rink/arena landlords) certificates are also issued at this time. Special certificates are required if the event is taking place in a rink other than those you have listed with U.S. Figure Skating. Should special certificates be needed, a proper request should be made at least two weeks prior to the event. **Certificates cannot be post-dated.** Certificate of Insurance requests should be directed to U.S. Figure Skating Headquarters at 719.635.5200.

## Commercial General Liability Coverage

<b><u>Named Insured:</u></b>	UNITED STATES FIGURE SKATING ASSOCIATION ITS MEMBER CLUBS AND BASIC SKILLS MEMBER ORGANIZATIONS	
<b><u>Covered Activities:</u></b>	All duly sanctioned skating and skating related activities	
<b><u>Limits of Liability:</u></b>	Each Occurrence	\$1,000,000
	Aggregate Limit-per event	\$3,000,000
	Products Aggregate	\$1,000,000
	Personal & Advertising	
	Injury	\$1,000,000
	Fire Legal Liability	\$100,000
	Participant Legal Liability	\$1,000,000

**Description of Coverage:** The General Liability program provides insurance coverage for liability imposed by law, up to the policy limit. The liability must stem from an occurrence which results in bodily injury to members of the public or damage to their property. The insurance company will provide defense even if the allegations of the suit are groundless, false or fraudulent.

The coverage is broadened by the following extensions:

- **Contractual Liability:** Covers legal liability for bodily injury or property damage arising from certain written contracts relating to your usual operations. All contracts may be reviewed by Wells Fargo Insurance Services.
- **Participant Legal Liability:** Protects against suits brought by participants in covered activities. Participants include skaters, coaches, team leaders, managers, staff members, team workers, and game officials who have been granted proper authorization to enter any restricted area(s) both during practices for or while participating in any competition or exhibition sponsored and/or sanctioned by a Named Insured.
- **Personal & Advertising Injury:** Covers your legal obligations for injury to others from: a) drug testing (in conjunction with the USADA or WADA), b) false arrest, detention, imprisonment or malicious prosecution, c) libel, slander, defamation or violation of right of privacy, and d) wrongful entry or eviction or other invasion or right of private occupation.
- **Host Liquor Liability:** Provides coverage for damage arising out of the providing (not selling) of alcoholic beverages by or on behalf of the Insured during a covered activity.
- **Fire Legal Liability:** Provides Property Damage Liability of \$50,000 for losses arising out of fire to real property rented to or temporarily occupied by the Named Insured with the permission of the owner. This does **NOT** take the place of property insurance.
- **Incidental Medical Malpractice:** Covers the Insured's Legal Liability arising out of rendering or failing to render certain emergency medical services. **THIS COVERAGE DOES NOT APPLY TO LICENSED MEDICAL PROVIDERS EMPLOYED BY YOU OR WORKING ON YOUR BEHALF.**
- **Limited Worldwide Liability:** Extends the policy territory to anywhere in the world provided the original suit for damage is brought within the U.S, its territories or possessions, or Canada.
- **Additional Persons Insured:** Broadens the Named Insured to include employees and volunteers of the Insured while acting within the scope of their duties.
- **Medical Payments:** Coverage provides for medical expenses from bodily injury caused by an accident; however, coverage is excluded for persons participating in athletics. **THIS COVERAGE DOES NOT APPLY FOR PARTICIPANTS OF THE MEMBER CLUBS OR THE BASIC SKILLS CLUBS. IT IS NOT "SPORTS ACCIDENT" COVERAGE FOR SKATERS, BUT INSTEAD APPLIES TO SPECTATORS OR OTHER THIRD PARTIES INJURED BY OR DURING COVERED ACTIVITIES.**

### Policy Exclusions/Restrictions

- **Bodily Injury or Property Damage:** Expected or intended from the standpoint of the Insured (deliberate acts to injure/damage).
- **Bodily Injury or Property Damage:** Arising out of ownership, maintenance, use or entrustment to others of any auto. (Auto coverage should be provided by the owner's automobile policy. If the auto is rented, it would be necessary to purchase the additional insurance provided by the rental agency, to have previously put a rider on your personal auto policy, or to put the rental car on a type of credit card which automatically provides the user with the necessary insurance.)
- **Bodily Injury or Property Damage:** The policy **DOES NOT** respond to any event or activity, workout or organized practice except when scheduled under the direct physical supervision of a coach or staff member approved by the Named Insured.
- **Property Damage:** To property in the care, custody or control of, owned by, rented to or leased to an insured.
- **Product Liability:** Coverage is excluded for SALE of equipment MANUFACTURED by you or others to your design specifications.
- **Asbestos:** All asbestos related claims are excluded.
- **Pollution:** All pollution related claims are excluded.
- **War or act of war or terrorism**

**THIS IS NOT INTENDED AS A COMPREHENSIVE LIST OF EXCLUSIONS. OTHER EXCLUSIONS MAY APPLY.**

## Sports Accident Coverage

**Named Insured:** U.S. FIGURE SKATING  
**Covered Activities:** Class I – Participating in figure skating events and practices sponsored, sanctioned, and supervised by the policy holder, Group Travel  
Class II – Participating in figure skating sponsored, sanctioned, and supervised events and practices of the policyholder. No Travel provided.  
Class III – Participating in figure skating lessons, practices, and competition sponsored, sanctioned, and supervised by the policyholder, Group Travel

**Eligibility:** Class I – All “Elite” skating members of the U.S. National Team  
Class II – All members (Athlete and Non-Athlete) of the U.S. Figure Skating Association and foreign athletes participating in U.S. Figure Skating Association events.  
Class III – All eligible amateur members, coaches, and managers of the U.S. Figure Skating Association.

<b><u>Limits of Insurance:</u></b>	Excess Accident Maximum	\$50,000
	Class I & II Excess Deductible	\$250
	Class III Excess Deductible	\$2,500
	Excess Accident Dental Maximum	\$2,000
	Physical Therapy Limitation	\$1,000
	Chiropractic Care Limitation	\$1,000
	Accidental Death & Dismemberment	\$25,000

**Description of Coverage:** When a covered injury to an Insured person requires treatment by a legally qualified physician, care given by a graduate nurse, confinement in a hospital, ambulance service to and from the hospital and services and supplies ordered by a physician, the Company will pay the usual and reasonable expenses incurred on a Primary Excess or Full Excess basis (see definitions), less the deductible, up to the policy maximum. The first expense must be incurred within 90 days of a covered accident. To be covered any further, expense must be incurred within 104 weeks of the date of injury. Benefits for injury to sound natural teeth are subject to the \$2,000 Maximum Dental Limit, which is included in the overall policy maximum for medical expenses. If covered injury results in loss of limb(s) or sight, the Company will pay the benefit as described in “DEFINITIONS”. Only one benefit, the largest to which the insured is entitled, will be paid for all losses that result from any one accident. Injury must be result in loss within 365 days of the accident.

**Facility of Payment:** In the absence of a written assignment of benefits, all or a portion of any medical benefits provided by the policy or certificate may be reimbursed to the provider rendering the treatment or services. Such payment will be at our option.

**Claims Provision:**

Notice of Claim – Written notice of a claim must be given to us within 30 days after loss covered by this policy occurs or starts. If notice is not given within that time, it must be given as soon as is reasonably possible.

Proof of Loss – The insured must give Mutual of Omaha written proof of loss within 90 days after the date of loss or as soon as is reasonably possible.

**DEFINITIONS**

- **Full Excess:** The Company will pay the covered expenses incurred which are in excess of those paid or payable to another Plan Providing Medical Expense Benefits to the maximum selected. Deductibles must be satisfied before benefits are paid.
- **Plan Providing Medical Expense Benefits:** Any group type policy contract or other arrangement for benefits or services for medical or dental care or treatment. This can include participation on an Employers Group Health Plan, a Personal Health Insurance policy, and being a dependent on a parent's policy.
- **Accidental Dismemberment:** A "MEMBER" means a hand, foot or sight of eye. Loss of hand or foot means complete severance through or above the wrist or ankle joint; with regard to sight, the entire and irrecoverable loss of sight. Payment for "Two Members" is 100%; Payment of "One Member" is 50%.
- **Accidental Death:** The Company will pay the Accidental Death Benefit when a covered injury results in the Insured's death. Death must occur within 365 days after the Accident occurs. If dismemberment benefits have been paid for a loss resulting from the same accident, the Accidental Death Benefit will not be payable.

### Policy Exclusions/Restrictions

- **Dental Treatment:** Except as a result of injury to sound, natural teeth.
- **Services of treatment rendered by a Doctor, nurse or other person employed or retained by the Insured:** Including services or treatment rendered by a Doctor or nurse who is the Insured or a member of his/her immediate family.
- **War or any act of war or terrorism**
- **Injuries received while in the armed services**
- **Replacement of eyeglasses:** Including eye examinations for the correction of vision or fitting of glasses.
- **Any intentionally self-inflicted injury**
- **Received while acting as a pilot or crew member**
- **Resulting from air travel,** except while as a passenger for transportation only.
- **Workers' Compensation:** Any injury for which the Insured is covered under Workers' Compensation or similar law.
- **Felonious or illegal acts:** Any injury for which the Insured's part in committing a felony or as the result of the Insured's involvement in an illegal occupation.
- **Automobile No-Fault:** That part of medical expenses where mandatory automobile no-fault benefits are due.
- **Charges which are not usual and reasonable:** For services in the geographical area where performed.
- **Sickness or Disease**
- **Treatment of a Hernia**
- **Prescription Drugs**

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