



# USA DIVING

## INSURANCE FACT SUMMARY

*This brochure has been prepared by USA Diving to describe and explain, in a summary manner, the insurance policies which USA Diving maintains for the protection and benefit of its clubs and individual members in connection with USA Diving sanctioned competitions, registered club practices, or other approved events. It is intended for informational purposes only and is not a contract of insurance. Please refer to the actual insurance policies for complete details of coverage, policy terms and conditions, benefits, limits and exclusions. Should there be any discrepancy between this brochure and the provisions of the actual insurance policies, the terms and provisions of the actual insurance policies will prevail.*

Revised September 2010

### **GENERAL LIABILITY BENEFIT SUMMARY**

The USA Diving General Liability insurance program provides legal liability protection to USA Diving member clubs, event organizers, event directors, officials, coaches, trainers, volunteers and individual athlete members, but only while acting in their capacity as such **with respect to activities and events explicitly approved by USA Diving**. Without this coverage, the availability of private or public facilities for use in hosting competitions, practices and other events would be jeopardized.

#### ***Who is the Insurance Carrier for the USA Diving General Liability Policy?***

National Casualty Insurance Company  
A.M. Best Financial Rating: A+ (Superior)  
Financial Size Category: XV (\$2 billion or greater)

#### ***What is the policy term for the USA Diving General Liability Policy?***

September 1, 2010 to September 1, 2011

#### ***Who is an Insured under the USA Diving General Liability Policy?***

- USA Diving, Inc.
- USA Diving member clubs, event organizers, event directors, officials, coaches, trainers, volunteers and individual athlete members, but only while acting in their capacity as such with respect to activities and events explicitly approved by USA Diving:
  - Sanctioned Competitions
  - Registered Club Practices

#### ***What limits of coverage are provided under the USA Diving General Liability policy?***

Per Occurrence Limit	\$ 1,000,000
General Aggregate Limit	NONE
Personal & Advertising Injury	\$ 1,000,000
Products/Completed Operations	\$ 1,000,000
Damage to Premises Rented to You	\$ 1,000,000
Participant Legal Liability	\$ 1,000,000

\*An Excess Liability policy provides an additional \$4,000,000 in coverage for each occurrence and in the aggregate. This coverage is excess of and on a following form basis to the primary General Liability coverage.

## ***What is covered under the USA Diving General Liability policy?***

The USA Diving Commercial General Liability policy provides coverage for those sums that the Named Insureds (Clubs and Event Organizers) become legally obligated to pay as damages because of claims brought by third parties alleging bodily injury, property damage, personal or advertising injury caused by the acts or omissions of the Named Insureds in connection with USA Diving sanctioned competitions, registered club practices, or other approved events. The following are a few of the key coverage areas:

***Bodily Injury Liability:*** protects the Named Insureds against claims brought by third parties alleging bodily injury or death caused by the negligent acts or omissions of the Named Insureds. The USA Diving General Liability policy excludes coverage for medical expenses, since bodily injuries to USA Diving members participating in a sanctioned event or registered club practice are covered under USA Diving's Participant Accident Medical policy.

***Property Damage Liability:*** protects the Named Insureds against claims brought by third parties alleging damage to or loss of use of tangible property caused by the negligent acts or omissions of the Named Insureds. All Commercial General Liability policies contain exclusions for damage to property in the insured's care custody and control. *Therefore, diving equipment or other property used in connection with a sanctioned event or registered club practice would not be covered in the event of loss or damage.* The policy will respond to third party property damage claims caused by use of the equipment, but not to the equipment itself.

***Personal & Advertising Injury Liability:*** protects the Named Insureds against injury, other than bodily injury, arising out of libel, slander, defamation of character, invasion of privacy, wrongful eviction, wrongful entry, false arrest, wrongful detention or imprisonment, malicious prosecution, misappropriation of advertising ideas or style of doing business, or infringement of copyright, title or slogan.

***Participant Legal Liability:*** protects the Named Insureds against claims brought against that insured for "bodily injury" to a "participant" while practicing for or

participating in any USA Diving sanctioned event *or registered club practice*.

***Products-Completed Operations Liability:*** protects the Named Insureds against liability for bodily injury or property damage as a consequence of some defect in a product sold, manufactured, handled, distributed or disposed of by a Named Insured. An example of a products liability claim would include a food poisoning claim from concessions sold by a Named Insured at a sanctioned event or registered club practice.

***Premises Liability:*** protects against liability for bodily injury caused by failure to maintain safe, secure and properly maintained premises. Regardless of how or why a person enters a property, property owners may be held liable if injury occurs. Slip-and-fall and trip-and-fall accidents are by far the most common claims in premises liability law suits.

***Drug Testing Liability:*** provides Personal & Advertising Injury coverage for liability arising out of any drug testing program sponsored by USA Diving, provided the testing is conducted in accordance with United States Anti-Doping Agency policies and procedures.

***Host Liquor Liability:*** protects the Named Insureds against liability associated with servicing alcohol on an informal, complimentary basis to adults of legal drinking age. The laws vary by state, but most provide that a party which serves alcoholic beverages is liable for injury or damage caused by an intoxicated person if it can be established that the party serving the alcohol caused or contributed to the intoxication of the person. If alcohol is going to be sold, the party selling the alcohol will need to secure an appropriate liquor license and carry Liquor Liability coverage.

## ***General Liability Policy Questions and Answers***

### **Do I need a Certificate of Insurance to be covered under the USA Diving General Liability policy?**

No. USA Diving, Inc., its member clubs, event organizers, event directors, officials, coaches, trainers, volunteers and individual athlete members, but only while acting in their capacity as such, *are automatically insured* through this program with respect to activities and events explicitly approved by USA Diving. A certificate of insurance can be issued showing your organization as a Named Insured with respect to sanctioned competition, registered club practice, or other approved events. However, certificates are normally issued as proof of insurance to third parties showing that the club/event organizer has coverage with respect to events sanctioned by USA Diving.

### **What can be sanctioned by USA Diving?**

USA Diving sanctions diving competitions which comply with USA Diving's rules and regulations and for which an appropriate sanction application has been submitted and approved by USA Diving. To apply for a sanction, click here and log in to your USA Diving membership account. For more information regarding sanctions, please contact the USA Diving national office. USA Diving also "registers" practices of Member Clubs. Both sanctioned competitions and registered club practices are covered under this insurance policy.

### **How do I request a Certificate of Insurance?**

Click here and see the additional resources section or contact the USA Diving national office.

### **Can a third party be covered by this insurance?**

Yes. Third parties having an insurable interest may be named as an "Additional Insured," but only with respect to the acts or omissions of the Named Insureds in connection with USA Diving sanctioned competitions, registered club practice, or other approved events. Examples might include event sponsors, owners, facilities, etc.

### **Should I provide a vendor/contractor (such as a concession stand operator) with a certificate of insurance naming the vendor/contractor as an Additional Insured?**

Vendors and contractors should carry their own General Liability insurance to cover their negligent acts and omissions. Event organizers should not be liable for the actions of anyone contracted to provide goods and services in connection with sanctioned competitions, registered club practice, or other approved events. These contracted parties should be required to provide a certificate of insurance as evidence of their own General Liability coverage with the certificate naming USA Diving, Inc. and the club/event organizer as Additional Insureds. If the vendor provides a certificate in favor of USA Diving, then a reciprocal certificate may be provided to the vendor.

### **Is there coverage for damage to equipment and other personal property used by the club/event organizer in connection with a sanctioned competition, registered practice, or approved event?**

No. General Liability policies do not cover damage to personal property in the care, custody and control of the Named Insureds. It does not matter whether the equipment and personal property is owned, leased, rented or borrowed from others for use during the event...NO COVERAGE APPLIES. The owners of any equipment or personal property to be used in connection with a sanctioned competition, registered practice, or approved event should be made aware of this fact prior to the event (so that the owners can make sure that appropriate property insurance or similar coverage is in effect).

### **Does the USA Diving General Liability policy provide coverage for lawsuits brought against the Organizer by a participant who was injured in a USA Diving sanctioned competition, registered practice, or approved event?**

Yes, depending upon the nature of the claim and subject to applicable policy terms and conditions, coverage is contemplated for Participant Legal Liability exposures.

### **Does the USA Diving General Liability policy provide coverage for lawsuits filed by one participant against another participant?**

No, this is excluded under the policy. However, if the Club/Event Organizer or USA Diving were also named in the lawsuit, the USA Diving General Liability policy would respond on behalf of the Club/Event Organizer and USA Diving.

### **Our Diving club uses trampolines for training. Are we covered for liability arising out of use of these trampolines?**

Yes, but only during the registered and approved practices of a USA Diving Member Club.

## **PARTICIPANT ACCIDENT BENEFIT SUMMARY**

The USA Diving Secondary Sport Accident Insurance Policy is a significant benefit of USA Diving's individual membership. This policy provides coverage in case of accident or injury during a sanctioned completion or registered club practice. Claim forms are available at [www.usadiving.org/05redesign/membership/insurance.htm](http://www.usadiving.org/05redesign/membership/insurance.htm) or by calling the national office (317-237-5252).

### ***Who is the Insurance Carrier for the USA Diving Participant Accident Policy?***

Nationwide Life Insurance Company  
A.M. Best Financial Rating: A+ (Superior)  
Financial Size Category: XV (\$2 billion or greater)

### ***What is the policy term for the USA Diving Participant Accident Policy?***

September 1, 2010 to September 1, 2011

### ***Who is eligible for coverage under the USA Diving Participant Accident Policy?***

All **USA Diving athlete members** ("member athletic participants") as well as **member coaches** while participating in sanctioned competitions or the registered practices of Member Clubs. In addition, team or group travel, arranged for and supervised by the insured, to the covered event are also covered.

### ***What is covered under the USA Diving Participant Accident policy?***

Subject to the applicable benefit limits and exclusions, the policy pays for reasonable Medical Expenses and Accidental Death and Dismemberment benefits for eligible participants who sustain accidental bodily injury while participating in a USA Diving sanctioned event. **The accident medical coverage is secondary to any other available medical/health insurance and is subject to a \$500 deductible per claim.**

### ***What benefits and limits are provided under the USA Diving Participant Accident Policy?***

#### ***Accidental Medical Expense Benefits***

Maximum Benefit Amount: \$25,000

The policy provides coverage for accidental bodily injury resulting directly from members participating in a USA Diving sanctioned or approved event. **Coverage does not include loss from pre-existing conditions or from competing in non-sanctioned events.** If, as a result of injury, and insured incurs covered expenses starting within 90 days of the accident causing the injury, the policy will pay less the deductible, the reasonable and customary medical charges of medically necessary medical services up to the benefit amount. Medical expenses must be incurred within 3 years of the date of accident. The policy provides coverage against loss in excess of and on a secondary basis to coverage provided under other valid and collectible medical insurance and is subject to a \$500 deductible per claim.

#### ***Accidental Death and Dismemberment***

Principal Amount: \$25,000

If accidental bodily injury during a USA Diving sanctioned event causes the following losses within one year of the date of the accident which are not otherwise excluded, the following benefits will be paid:

Each Arm	75% of the Face Amount
Each Leg	75% of Principal Amount
Each Hand	50% of Principal Amount
Each Foot	50% of Principal Amount
Sight of Each Eye	50% of Principal Amount
Speech	50% of Principal Amount
Hearing of Each Ear	25% of Principal Amount
Thumb and Index Finger of the same Hand	25% of Principal Amount

*This is only a brief description of the coverage that the Participant Accident policy provides to USA Diving dues paying members (member athletic participants) as well as member coaches in connection with sanctioned events. All claims are subject to policy provisions, limitations and exclusions.*

## ***Participant Accident Policy Questions and Answers***

### **What can be sanctioned by USA Diving?**

USA Diving sanctions competitions and “registers” the approved practices of Member Clubs. These sanctioned competitions and registered club practices, and directly-related activities, must be approved in advance and comply with USA Diving’s rules and regulations. To apply for a sanction, [click here](#) and log in to your USA Diving membership account. For more information regarding sanctions, please contact the USA Diving national office.

### **Am I covered under the USA Diving Participant Accident policy when I’m diving for fun and not participating in a USA Diving sanctioned or approved event?**

No. The coverage only applies during USA Diving sanctioned or approved events.

### **I am an athlete member of USA Diving and was injured during a USA Diving sanctioned event. Will the USA Diving Participant Accident policy pay for all of my medical bills if I don't have any other insurance?**

If an athlete member sustains an accidental bodily injury during a USA Diving sanctioned event requiring medical care and treatment within 90 days of the accident, the Participant Accident carrier will pay the reasonable and customary charges for medically necessary medical services up to the applicable benefit amount, subject to the \$500 deductible and any applicable policy sub-limits, policy terms and conditions, limitations and exclusions. All medical expenses must be incurred within 3 years of the date of accident.

### **What if I have other insurance? Will the Participant Accident policy pay for all of the bills my insurance does not?**

The Participant Accident carrier will determine the reasonable and customary charge for the covered medical expense. The Participant Accident carrier will then reduce that amount by amounts already paid or payable by your other insurance plan. The Participant Accident carrier will then pay the resulting amount, less the applicable deductible, but in no event will the Participant Accident carrier pay more than the maximum benefit amount. While the Participant Accident policy will usually reimburse you for any deductible or co-payment you may be responsible for, it will not reimburse you for charges that your insurance company does not pay because they exceed "reasonable" expenses or the "usual and customary" allowance.