



To: USA Swimming Local Swimming Committees, USA Swimming Member Clubs
From: USA Swimming, Inc.
Date: January 2025
RE: 2025 Insurance Packet

USA Swimming insurance information is online here: <https://www.usaswimming.org/about-usas/resources/insurance>

Evidence of Insurance

Enclosed is the 2025 USA Swimming General Liability, Excess Liability, and Excess Accident Medical Evidence of Insurance Certificate (Certificate) for USA Swimming member clubs and Local Swimming Committees (LSC). See pages 2-3. The Certificate lists the types of insurance coverage provided by USA swimming, the limits of insurance, policy dates, and describes the Covered Activities.

Insurance Certificate Requests

Certificate requests go to our broker IOA Insurance Services (IOA) who reviews the requests, completes the document, then emails the Certificate to clubs and facilities.

How to request a Certificate:

- Online at <https://fs22.formsite.com/usaswimming/IOA/index.html>
- By emailing the fully completed IOA-USA Swimming General Liability Certificate Request Form (see page 4 of this packet) to USASCOI@ioausa.com

IOA monitors and responds to requests between 6:00 am – 6:00 pm (Mountain) Monday - Friday. The IOA certificate team will email the Certificate to you and the facility (if you provide the facility contact information). Note this email will come from mail-server@csr24.email. If a facility requires special wording or endorsements with the Certificate, you will need to include that in your request. You may also need to submit a facility contract for this to be issued. Certificates generally take around 48 hours to be issued. If you have a request requiring follow-up questions or during busier times of year, this could take longer. Please allow ample time ahead of a deadline when submitting a Certificate request. If you need to speak with someone immediately regarding certificates, you can email usascoi@ioausa.com or call James Gauss 407-998-4274 or Paige Montgomery 303-565-1126. You can also contact RiskManagement@usaswimming.org.

Insurance Contacts/Emergency Contacts

- Questions about USA Swimming's insurance program? Contact RiskManagement@usaswimming.org
- To report a catastrophic injury at a USA Swimming event, contact Rachel Olson: Rolson@usaswimming.org, call/text 719-217-4796
- For after-hours insurance certificate requests, contact John Burkart: John.Burkart@ioausa.com, 949-466-5407 or JD Wallum: JD.Wallum@ioausa.com, 719-651-5582

Report of Occurrence

A Report of Occurrence form must be submitted immediately following any injury/illness/medical incident at a USA Swimming activity. All Report of Occurrence Forms are submitted directly to USA Swimming online at: www.usaswimming.org/roo. Please see page 14 for more information.

Other Insurance

Member clubs may require other insurance policies including but not limited to Directors & Officers, Crime, Workers Compensation, Automobile Liability, and Property insurance. In addition to the policies noted in this summary, USA Swimming purchases Directors & Officers and Crime insurance on behalf of LSCs, but LSCs may also require additional policies including but not limited to Workers' Compensation, Automobile Liability (for owned autos), and Property insurance. Those insurance programs can be purchased through a local agent or by contacting USASCOI@ioausa.com.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America 1855 W State Road 434 Longwood FL 32750	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: usascoi@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED USA Swimming, Inc.; USA Swimming Foundation, and USA Swimming Local Swimming Committees & Member Clubs 1 Olympic Plaza Colorado Springs CO 80909-5780	INSURER A: Accredited Surety and Casualty Company, Inc. NAIC # 26379	
	INSURER B: United States Fire Insurance Company NAIC # 21113	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1952446180 **REVISION NUMBER:**

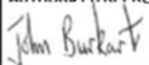
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Event			1-RSL-CO-17-01538639-00	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse/Molestation \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						\$ \$ \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			1-RSL-CO-17-01538640-00	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
B	Participant Accident			US1929937	1/1/2025	1/1/2026	Excess Medical 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Verification of General Liability and Excess Liability coverage for COVERED ACTIVITIES: Abuse and Molestation Aggregate on the General Liability policy is \$4,000,000. Medical Expense Coverage applies to Office Premises and Event Spectators only. General Liability policy includes a 30 Day Notice of Cancellation per policy provisions.

Other Insureds includes the following: Individual Members of USA Swimming, Inc., while acting in that capacity; Group Members, including Member Clubs, of USA Swimming, Inc. while acting in that capacity but solely as respects to "bodily injury" and "property damage" arising from "covered activities" for which a group member has received approval from USA Swimming, Inc. or its authorized representative.

See Attached...

CERTIFICATE HOLDER FOR INFORMATIONAL PURPOSES ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ADDITIONAL REMARKS SCHEDULE

AGENCY Insurance Office of America		NAMED INSURED USA Swimming, Inc.; USA Swimming Foundation, and USA Swimming Local Swimming Committees & Member Clubs 1 Olympic Plaza Colorado Springs CO 80909-5780	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Covered Activities (For Commercial General Liability Coverage)

With respect to USA Swimming, Inc. Member Clubs, Group Members, Member Coaches, and Member Officials (all if in good standing); volunteers and additional insured owner/lessors of premises, sponsors and co-promoters, coverage hereunder for these entities applies only to:

- 1) Swimming meets that have been issued a written Sanction (pursuant to USA Swimming Rule 202.4 and Rule 202.5) or Approval (pursuant to USA Swimming Rule 202.6). Approved meets means a competition where an Approval is issued by USA Swimming, Inc., or one of the USA Swimming, Inc. Local Swimming Committees for swimming meets conducted in conformance with USA Swimming, Inc. technical rules in which members and non-members may compete, including foreign meets under the USA Swimming, Inc. open border policy. USA Swimming, Inc. member clubs that either host or participate in a swimming meet that has been issued a Sanction or Approval or participate in an open border competition will be considered an insured provided that all of its athletes competing and coaches on deck are members of USA Swimming, Inc. in good standing.
- 2) Swimming practices, dry land training activities, camps, and learn to swim programs where all swimmers are members of USA Swimming, Inc. or U.S. Masters Swimming, Inc. and are conducted under direct and active supervision of a USA Swimming, Inc. member coach in good standing. Dry land training activities mean weight training, running, calisthenics, and exercise machine training, and any other training activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- 3) USA Swimming, Inc. Swim-A Thons sponsored by or registered with USA Swimming, Inc.
- 4) Social events and fund-raising activities that are events or activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- 5) Swimming tryouts. Swimming Tryouts mean swimming practices where a swimmer(s) who is not and who has never been a member of USA Swimming, Inc. participates in swimming activities with a USA Swimming, Inc. member club for a period not to exceed thirty days from the first day of practice to determine the swimmer's interest in becoming a member of USA Swimming, Inc. Tryout swimmers may not participate in more than one tryout period within the same twelve month span.
- 6) Safety Training for Swim Coaches, CPR, and Lifeguard Certifications of USA Swimming, Inc. member coaches and/or USA Swimming, Inc. members completing requirements to become member coaches, conducted by USA Swimming, Inc. member coaches that are member representatives of one of the approved agencies listed on the USA Swimming, Inc. Swim Training for Swim Coaches In-Water Skills Checklist.
- 7) USA Swimming official members in good standing attending an Observed Swim Meet (pursuant to USA Swimming Rule 202.8). An Observed Swim Meet is defined as a swim meet observed by an assigned USA Swimming, Inc. official(s) for conformance with USA Swimming, Inc. technical rules in a meet conducted under rules other than USA Swimming rules.
- 8) "Organized practices" that have been reported and a premium has been paid for. Organized practices are defined as recreation league meets hosted by USA Swimming member club with community teams that are not USA Swimming member teams.



General Liability Certificate of Insurance Request Form

Date of the Cert Request:	
Swim Club Name:	
Swim Club Address: City, State, Zip	
Swim Club Member #:	
Swim Club Contact that Completed the Request Form:	
Swim Club Contact Phone & Email Address:	
Certificate Holder Name:	
Certificate Holder Mailing Address	
Certificate Holder Email Address :	
Event Description:	
Type of Certificate Requested:	<input type="checkbox"/> Class-1 (Proof of coverage only) <input type="checkbox"/> Class-2 (Proof of Coverage and confirmation that the Certificate Holder is an Additional Insured) <input type="checkbox"/> Class-3 (Used when the Additional Insured requires specific endorsements, such as Additional Insured form CG 2012 or CG2026, specific Waiver of Subrogation, etc.)
Details of Any Specific Certificate Requests from the Certificate Holder:	

1. Please include a copy of the facility use or other agreement provided by the certificate holder, if available.
2. A separate form should be requested for each location
3. Please forward completed COI request form to:

IOA Insurance Services
Attn. USA Swimming Service Team
E-mail: USASCOI@ioausa.com

**Instructions for Completing the IOA–USA Swimming
General Liability Certificate Request Form**

1. Download or save the IOA-USA Swimming General Liability Certificate Request Form (page 4).
2. Complete the IOA-USA Swimming General Liability Certificate Request form for the first certificate holder.
3. Save the PDF form by selecting “File” and then “Save As”.
4. Rename the form to reflect the next certificate holder and click “Save”.
5. Update the Certificate Holder information rows.
6. Save.
7. Repeat steps 3-7 for each certificate request.
8. Email the completed form(s) to USASCOI@ioausa.com

USA Swimming, Inc.

2025

General Liability, Excess Liability, and Excess Accident Medical Insurance Summary

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USA Swimming, Inc.

1 Olympic Plaza Colorado Springs, CO 80909-5770

Phone: 719-866-4578

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. Policy terms, conditions, and exclusions subject to change.

MEMBERSHIP PROTECTION

USA Swimming's plan for membership protection:

- To provide safety education for its membership;
- To provide excess accident medical protection for USA Swimming members and volunteers who may suffer injuries while participating in insured activities;
- To provide evidence of responsibility so that USA Swimming clubs and LSCs can conduct insured activities

To implement this, USA Swimming maintains two major insurance policies:

- General Liability & Excess Liability Insurance
- Excess Accident Medical Insurance

These programs are intended to provide reasonable protection for USA Swimming athletes, non-athlete members, clubs, and LSCs.

GENERAL LIABILITY INSURANCE PROGRAM

A. General Liability

Insurance Company Accredited Surety and Casualty Company, Inc.

Policy Number **1-RLS-CO-17-01538639-00**

Policy Term January 1, 2025, to January 1, 2026 (12:01 a.m. Mountain Standard Time)

Who is Insured:

Named Insureds

- USA Swimming, Inc.
- USA Swimming Local Swimming Committees
- USA Swimming Foundation, Inc.

Other Insureds solely as respects to “bodily injury” and “property damage” arising from “covered activities”

- Individual Members of USA Swimming, Inc., while acting in that capacity,
- Group Members, including Member Clubs, of USA Swimming, Inc. while acting in that capacity.

Coverage & Limits:

Coverages

Limits of Liability

Bodily Injury and Property Damage Combined Aggregate	\$2,000,000 Each Occurrence Per Event General \$4,000,000 Per Event
Personal Injury and Advertising Injury	\$2,000,000
Damage to Rented Premises	\$2,000,000
Products-Completed Operations	\$2,000,000 Annual Aggregate
Medical Payments (third party)	\$5,000 Any One Person
Participant Legal Liability – Occurrence	Included
Participant Legal Liability – Aggregate	Included
Sexual Abuse/Molestation	\$2,000,000 Each Occurrence
Sexual Abuse/Molestation	\$4,000,000 Annual Aggregate
Employee Benefits Liability	\$2,000,000 Each Claim (\$1,000 Deductible)
Employee Benefits	\$2,000,000 Annual Aggregate

B. Excess Liability

Insurance Company Accredited Surety and Casualty Company, Inc.
Policy Number **1-RSL-CO-17-01538640-00**
Policy Term January 1, 2025, to January 1, 2026 (12:01 a.m. Mountain StandardTime)

Coverage & Limits:

<i>Coverages</i>	<i>Limits of Liability</i>
Each Occurrence	\$3,000,000
General Aggregate	\$3,000,000

Who Is an Insured: **Named Insureds** and **Other Insureds** (See General Liability for definitions)

Exclusions-OTHER INSUREDS ONLY: *(The following list is not inclusive)*

This insurance does not apply to bodily injury and/or property damage, or personal/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 racing start platforms as described by the technical rules of USA 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.
- Any occurrence arising out of or related to any sporting activity other than swimming. This exclusion does not apply to dryland training activities and intraclub 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.
- Employment-related practices including but not limited to wrongful termination, discrimination, or sexual harassment.
- Any intentional acts.
- Electronic Chat Rooms or Bulletin Boards.
- Recording and Distribution of Material or Information in Violation of Law.
- Infringement of Copyright, Patent, Trademark or Trade Secret.
- Knowingly violation of the rights of another.
- Pollution with Hostile Fire & Water Treatment Chemicals exception.
- Player vs. Player.
- Climbing Walls, Fireworks, Hot Air Balloon, Dunk Tanks, Haunted Houses, Amusement Devices, Rodeos, Bungee Operations & Concerts.
- Excess Liability coverage for Sexual Abuse/Molestation unless required by contract.

This description of coverage summarizes the provisions of the Accredited Surety and Casualty Company, Inc. policy issued to USA Swimming. Should there be any discrepancy between the policy and this description, policy provisions will prevail. Policy terms, conditions, and exclusions subject to change.

Insured Activities-OTHER INSUREDS ONLY: (Inclusive)

THE FOLLOWING ARE THE COVERED ACTIVITIES WITH RESPECT TO USA SWIMMING, INC. MEMBER CLUBS, GROUP MEMBERS, MEMBER COACHES, AND MEMBER OFFICIALS (ALL IF IN GOOD STANDING);VOLUNTEERS AND ADDITIONAL/INSURED OWNER/LESSORS OF PREMISES, SPONSORS AND CO-PROMOTERS. COVERAGE HEREUNDER FOR THESE ENTITIES APPLY ONLY TO:

- 1) Swimming meets that have been issued a written Sanction (pursuant to USA Swimming Rule 202.4 and Rule 202.5) or Approval (pursuant to USA Swimming Rule 202.6). Approved meets means a competition where an Approval is issued by USA Swimming, Inc., or one of the USA Swimming, Inc. Local Swimming Committees for swimming meets conducted in conformance with USA Swimming, Inc. technical rules in which members and non-members may compete, including foreign meets under the USA Swimming, Inc. open border policy. USA Swimming, Inc. member clubs that either host or participate in a swimming meet that has been issued a Sanction or Approval or participate in an open border competition will be considered an insured provided that all of its athletes competing and coaches on deck are members of USA Swimming, Inc. in good standing.
- 2) Swimming practices, dry land training activities, camps, and learn to swim programs where all swimmers are members of USA Swimming, Inc. or U.S. Masters Swimming, Inc. and are conducted under direct and active supervision of a USA Swimming, Inc. member coach in good standing. Dry land training activities mean weight training, running, calisthenics, and exercise machine training, and any other training activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- 3) USA Swimming, Inc. Swim-A Thons sponsored by or registered with USA Swimming, Inc.
- 4) Social events and fund-raising activities that are events or activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- 5) Swimming tryouts. Swimming Tryouts mean swimming practices where a swimmer(s) who is not and who has never been a member of USA Swimming, Inc. participates in swimming activities with a USA Swimming, Inc. member club for a period not to exceed thirty days from the first day of practice to determine the swimmer's interest in becoming a member of USA Swimming, Inc. Tryout swimmers may not participate in more than one tryout period within the same twelve month span.
- 6) Safety Training for Swim Coaches, CPR, and Lifeguard Certifications of USA Swimming, Inc. member coaches conducted by USA Swimming, Inc. member coaches that are member representatives of one of the approved agencies listed on the USA Swimming, Inc. Swim Training for Swim Coaches In-Water Skills Checklist.
- 7) USA Swimming official members in good standing attending an Observed Swim Meet (pursuant to USA Swimming Rule 202.8). An Observed Swim Meet is defined as a swim meet observed by an assigned USA Swimming, Inc. official(s) for conformance with USA Swimming, Inc. technical rules in a meet conducted under rules other than USA Swimming rules.
- 8) "Organized practices" that have been reported and a premium has been paid for. Organized practices are defined as recreation league meets hosted by USA Swimming member club with community teams that are not USA Swimming member teams.

Errors & Omissions Liability Coverage for Coaches and Officials which is defined as instruction, coaching, demonstration, direction, or advice related to the sport of the named insured.

Member coach is defined as a coach member of USA Swimming who has completed Safety Training for Swim Coaches and CPR as well as successfully completed a Background Check, and if applicable, Coaches Education as required by USA Swimming and USOPC.

EXCESS ACCIDENT MEDICAL INSURANCE DESCRIPTION OF COVERAGE

Carrier	National Union Fire Insurance Company of Pittsburgh
Policy Number	US1929937
Policy Term of Coverage	January 1, 2025, to January 1, 2026
Insureds	Members and volunteers of USA Swimming

When Coverage Starts: Coverage is a benefit of membership in USA Swimming and begins upon successful completion of the membership registration and registration payment process. Volunteers are provided coverage when they are working on behalf of and with the approval of USA Swimming or its representatives.

When Coverage Is in Effect: USA Swimming members and volunteers are covered while participating in a USA Swimming supervised, sponsored, sanctioned, or approved event including:

- Competitions and meets;
- Organized practice sessions;
- Approved social and fundraising activities;
- Swim-a-thons
- Travel that is authorized or arranged by USA Swimming, LSC, or club to and from competitions, events, organized practice sessions, approved social and fundraising activities;
- Observed Swim Meet 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 \$50,000.00. 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

- \$50,000.00 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 (g) Non-pre-existing heart or circulatory malfunction.

Deductible/Excess

This program is excess of any other insurance in place through the member's or volunteer'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 (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) **any health-related expenses**; and (n) Elite Athletes.

How to File a Claim

Upon USA Swimming National Headquarters receipt of a completed Report of Occurrence form and verification of the injured party's USA Swimming membership, the injured party (or their parent/guardian if a minor) will receive a secure URL link to the claim administrator ACI's website to complete a claim form. Once the claim is submitted to the ACI for processing, they will send an acknowledgement with the claim number and contact person. 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 itemized bills. If a member does not have computer access, then a completed claim form should be mailed to ACI, the claims administrator. For questions, please reach out to the ACI contact person listed on the initial email.

Excess Accident Medical Helpful Information

Inform all medical providers treating you for this injury that you are using ACI/USA Swimming members excess participant accident insurance plan in addition to your primary insurance coverage.

- File your claim within 90 days of the injury
- For coverage to apply, treatment must start within 90 days of the date of injury
- The policy benefit period is 52 weeks from the date of injury
- Upload the Explanation of Benefits, HFCA-1500 and/or UB04 forms through the ACI portal
- If you had personal health insurance at the time of your injury, upload your explanation of benefits when you receive it to the ACI portal
- Inform AIC if you did not have personal health insurance at the time of injury

This description of coverage summarizes the provisions of the National Union and Fire Insurance Company of Pittsburg policy issued to USA Swimming. Should there be any discrepancy between the policy and this description, policy provisions will prevail. Coverage terms, conditions, and exclusions subject to change.

Report of Occurrence Injury Reporting Requirements

When there is an injury or medical incident at a USA Swimming activity, a **Report of Occurrence** must be completed. This applies to incidents involving USA Swimming members and non-members. **The report should be completed as soon as possible**, at least within 24 hours after the occurrence.

At a USA Swimming activity, there needs to be a designated individual who is assigned the responsibility of completing a Report of Occurrence.

TYPE OF ACTIVITY	WHO SHOULD COMPLETE
Swim Meets	Designated reporter examples: meet referee, meet director, meet operational risk director
Team Events	Designated reporter examples: coaches, team administrators

If the occurrence involves serious injury (example: fatality, multiple individuals, life-threatening event), please notify your [Team Services member](#) or USA Swimming at 719-217-4796.

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

Guidelines for 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 contract 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 USA Swimming Secretary & General Counsel.

If you see the following language, or anything similar to it, it is recommended to 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.

The following 2 pages contain a sample Facility Use Waiver, recommended to be used for travel events, camps, etc. involving overnight housing.

Housing Rules and Regulations

The following Rules and Regulations have been established to provide guidelines for individuals (hereinafter referred to as "Guest(s)") whom have been provided with housing. These Rules and Regulations may be revised at any time by USA Swimming, Inc. ("USA Swimming"). By their signature below, the Guest acknowledges that they have read and understood these Rules and Regulations. If the Guest is a minor, the parent or legal guardian of the Guest must sign these guidelines on behalf of the minor Guest.

Accessibility

It is the intent of USA Swimming to assist all Guests within the requirements of all federal, state, and Fair Housing laws, rules, and guidelines. It is further the intent of USA Swimming to assist with requests for reasonable accommodations pursuant to federal and state laws regarding accessibility for the disabled.

Balconies/Decks, if any

- Guest shall not store or hang clothing, signs, banners, or other household items on the railings of any room balcony, if any.
 - Candles, open flames, fire pits, and charcoal/propane grills of any kind are not allowed on the balcony, if any.
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Noise

- Noise levels should be monitored to ensure that all Guests are able to experience quiet enjoyment in their Guest Room and the surrounding common areas.
 - Guest must not allow gatherings or parties to affect the quiet enjoyment of other Guests.
-

Non-Smoking

Smoking is allowed only in any designated areas of the facility. This prohibition includes Guest, their guests, occupants, and invitees. USA Swimming will seek reimbursement from Guest for any fines imposed by the facility for violating its smoking policies.

Pet Policy

No animals or pets are permitted in any Guest Room or in any other part of the community without written permission from USA Swimming with the exception of service animals.

Service and Support Animal Guidelines

- Service and Support Animals, as defined by the Americans with Disabilities Act, are allowed in the Guest Rooms when they are serving an individual with a disability.
 - Service and Support Animals in transit and/or in interior common spaces are to be carried, restrained by a leash, or placed in an animal carrier.
 - Persons who walk service and support animals are responsible for immediately cleaning up and appropriately disposing of any pet waste deposited by the Guest's pet on the common grounds, shrubs, flower beds, sidewalks, accessways, parking lots, and streets of the property.
-

Prohibited Activities

- No disruptive, offensive, or illegal activity shall be conducted on or about any part of the facility premises.
- No activities shall be conducted on or about any part of the facility premises which are unsafe or may become unsafe or hazardous to any person or part of the property.
- No fireworks of any kind are permitted on or around the facility premises.
- No fires, open flame candles, hookah, or incense is allowed at any time.
- Do not prop any doors or ingress/egress areas open or leave them unattended at any time.
- No consumption of alcoholic beverages by Guests who are under the age of 21.
- No hanging anything from or above the sprinkler heads or obstructing or interfering with fire safety equipment in any way.

Quiet Hours

Quiet hours are from 10:00 pm to 6:00 am. Noise levels are to be kept at a minimum during this time.

Guest Rooms

- USA Swimming is not responsible for loss or damage to the personal property of Guests.
 - No combustible materials shall be stored on or about the facility premises.
 - Guest shall be liable to facility for damage caused by Guest, their guests, or other occupants.
 - Sidewalk, steps, entryways, hallways, and stairs shall not be obstructed or used for any purpose other than ingress/egress.
 - All facility premises and other areas which are reserved for Guest's private use shall be kept clean and in sanitary condition by Guest.
-

U.S. Center for SafeSport Requirements and Policy

- USA Swimming is committed to the safety of athletes as well as their physical, emotional, and social development and to ensure that athletes can participate in sport in an environment free from misconduct.
- All Guests that are non-athlete members of USA Swimming or athletes that are 18-years-old or older must be current in their Athlete Protection Training requirements.
- Guests who are subject to the jurisdiction of the U.S. Center for SafeSport are required to report violations of the SafeSport Code for the U.S. Olympic and Paralympic Movement; all such reports must be made to the U.S. Center for SafeSport.

* For additional information concerning Safe Sport, please visit <https://safesport.org/training>.

Facility Requirements and Policies

- Guests must abide by all rules, regulations, and policies of the facility and/or housing premises.
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Safety/Security and Locks

- Guest should keep their entry doors and balcony doors, if any, locked whenever possible.
 - Guest should keep all entry and exit doors closed and not to be propped open.
 - If a Guest observes suspicious or illegal activity or feels threatened, they should call the police by dialing 911.
-

Soliciting

Soliciting within the Guest Rooms is strictly prohibited. Guest should notify USA Swimming of any solicitors on premises.

Printed name of Guest

Date

Printed name of Parent or Guardian
(if Guest is a minor)

Relationship to Guest

Signature of Guest (or Parent or Guardian)

Optional Insurance

USA Swimming member clubs may need insurance policies in addition to the two purchased by USA Swimming. Some examples include:

Workers Compensation, Business Automobile Liability, Directors & Officers & Employment Practices Liability, Crime, Travel, Health, Special Events

For further information, you can contact your local broker for advice or contact one of the two following insurance brokers:

1. Insurance Office of America

Contact	Email	Phone Number
John Burkart	john.burkart@ioausa.com	(949) 466-5407
JD Wallum	jd.wallum@ioausa.com	(719) 651-5582

Online: www.ioasports.com

IOA-American Specialty Express co-branded site that offers coverage for non-sports events as well as sports camps and clinics: https://appsrv4.amerspec.com/dbweb/f?p=198:1::::APP:F198_SRC:IOA

2. Risk Management Services

Phone: (800) 777-4930

Debbie Williams ext.13 | Lori Sabato ext.19

Website: www.rmsswimminginsurance.com