2014INSURANCE SUMMARY
for

USA Swimming, Inc.

Local Swimming Committees

Presented By:

*John E. Peterson, CPCU, ARM, CIC*

*President*

**RISK MANAGEMENT SERVICES, INC.**

PO Box 32712
Phoenix, Arizona85064-2712
602-840-3234 or 800-777-4930

Fax: 602-274-9138

*Revised, July, 2014*

**IMPORTANT:** This summary of insurance is intended to be only a representative outline of coverages afforded by policies arranged through this office. It is not intended to replace actual contract language. The policies themselves must be read for specific details of coverages, extensions, limitations and exclusions, as well as conditions which you, as an insured, must meet to assure complete satisfaction in the event of loss.

If in reading your policies, there are any terms or conditions you do not understand, we shall be pleased to explain them to you.

For an additional charge, certain of the limitations and exclusions contained in the policies might be subject to deletion or amendment. It might also be possible to increase certain limits of liability. Please inform us of your desires in this regard and we will obtain premium quotations for you, whenever possible.

NAMED INSUREDS AND LOCATIONS

**NAMED INSURED(S):**

 USA Swimming, Inc. dba USA Swimming,

USA Swimming Foundation

 USA Swimming Local Swimming Committees.

**LOCATION (S) INSURED:**

1. One Olympic Plaza
Colorado Springs, CO80909-5770
2. Various throughout the United States

**Company**: National Casualty Company

**2014 A. M. Best Rating:** A+XV

**Policy Number:** KKO00000003948800

**Policy Period:** January 1, 2014 to January 1, 2015

     Admitted   x   Non-Admitted

 commercial general liability

Limits of
Insurance

$ No Limit General Aggregate Limit, Other than Products/Completed Operations

 2,000,000 Products/Completed Operations Aggregate Limit

 1,000,000 Personal & Advertising Injury Limit

 1,000,000 Each Occurrence Limit

 1,000,000 Participant Legal Liability

 1,000,000 Sexual Abuse & Molestation

 1,000,000 Fire Damage Limit, Any One Fire

 5,000 Medical Expense Limit, Any One Person

Locations

1) One Olympic Plaza

 Colorado Springs, CO80909

2) Various, United States Including LSC Permanent Offices

Named Insureds

* USA Swimming, Inc. dba USA Swimming, USA Swimming Foundation & USA Swimming Local Swimming Committees

Coverage Highlights

1. Occurrence limit per location
2. Office Premises Liability
3. Employee Benefits Liability
4. Defense Costs Outside the limits
5. Premises/Operations
6. Products/Completed Operations
7. Personal Injury & Advertising Injury Liability
8. Contractual Liability
9. Host Liquor Liability
10. Incidental Medical Malpractice
11. Limited Worldwide Liability
12. Blanket Automatic Additional Insureds
13. Punitive Damages Coverage

 commercial general liability (Continued)

Some of Important Limitations & Exclusions Include:

1. Medical Payments to Volunteers or USA Swimming Members
2. International Acts
3. Employment Related Activities
4. Pollution Exclusion (Exception – Pool Chemicals)
5. Fireworks, Amusement Devices, Hot Air Balloons
6. Nuclear Energy – Exclusion
7. Worker’s Compensation
8. Asbestos - Exclusion
9. Bungee, Haunted Houses, Climbing Walls
10. Property in your care, custody and control

**Not a complete listing of policy limitations and exclusions.**

**Company**: National Casualty Company

**2014 A. M. Best Rating:** A+XV

**Policy Number:** XKO00000003948900/3949000/OEX1989900

**Policy Period:** January 1, 2014 to February 1, 2015

     Admitted   x   Non-Admitted

EXCESS LIABILITY

Limits of
Insurance

$ 25,000,000 Each Occurrence Limit

 25,000,000 Aggregate Limit, Applies to All Coverages Except Automobile Liability

 which is not subject to an aggregate limit

Coverage Highlights

1. Follow Form Excess Liability subject to policy terms and conditions
2. Occurrence Form
3. Sexual Abuse & Molestation Included
4. Auto Included
5. Employee Benefits Liability Included
6. US Employers Liability Included
7. Punitive Damages Coverage
8. Terrorism Included

Some of the Important Limitations & Exclusions Include:

1. Excess of underlying limits subject to separate terms, conditions and exclusions.
2. Non “Drop Down” Due to Insolvency of Primary Carrier
3. Pollution Excluded
4. Nuclear Excluded
5. Asbestos Excluded
6. Securities & Financial Interest Exclusion
7. Employment Related Practices Exclusion

**This is not a complete listing of the policy limitations & exclusions**

**Company**: Hartford Fire Insurance Company

**2013 A. M. Best Rating:** AXV

**Policy Number:** 59UUNIO5296

**Policy Period:** January 1, 2014 to January 1, 2015

  x   Admitted        Non-Admitted

AUTOMOBILE LIABILITY & PHYSICAL DAMAGE

Limits of
Insurance

$ 1,000,000 Hired/Borrowed Automobile Liability

 1,000,000 Employer’s Non-Ownership Liability

Physical Damage

**Hired Autos Only**

$ 1,000 Deductible, Comprehensive

 1,000 Deductible, Collision

 70,000 Maximum Value – Rental Vehicle

Some of the Limitations or Exclusions Include:

1. Expected or Intended Injury
2. Workers Compensation/Employer’s Liability
3. Fellow Employee, Excess Coverage Only
4. Care, Custody, Control
5. Handling of Property
6. Pollution
7. War
8. Nuclear Energy Liability

Physical Damage Exclusions

1. Nuclear Hazard
2. War
3. Tape Decks or Other Sound Reproducing Equipment, Unless Permanently Installed
4. Tapes, Records, Etc.
5. Sound Receiving Equipment, Unless Permanently Installed

**Company**: Philadelphia Indemnity Insurance Company

**2013 A. M. Best Rating:** A++XV

**Policy Number:** PHSD911568

**Policy Period:** March 1, 2014 to March 1, 2015

  x   Admitted        Non-Admitted

crime

local swimming committees

Limits of
Insurance

$ 100,000 Employee Theft

 100,000 Depositor’s Forgery

 100,000 Computer Theft & Funds Transfer Fraud Coverage

 25,000 Deductible

 -0- Deductible ERISA

Coverage Highlights

1. Covered Persons:
2. Employees
3. Directors or Trustees
4. Non Compensated Officers
5. Independent Contractor – LSC Registrars/Registration Chairman,

 Permanent Office Personnel

1. Volunteers
2. Chairman or Committee Members
3. Worldwide Coverage
4. ERISA

Some of the Restrictions & Exclusions Include:

1. WARRANTIES AS REQUIRED BY COMPANY MUST BE
2. IN PLACE FOR COVERAGE TO BE VALID. Warranty – Dual Signatures, Split Responsibility for Check Issuance

& Checkbook Balancing and Annual Audit Committee Review

1. Expenses Incurred in Establishing the Existence or Amount of Loss
2. Unrealized Income
3. Loss of Trade Systems
4. Mutual Exclusion of Losses with policy issued to US Swimming, Inc.
5. Indirect Loss

**Company**: National Union Fire Insurance Co. (CHARTIS)

**2014 A. M. Best Rating:** A XV

**Policy Number:** 012057231

**Policy Period:** May 24, 2014 to May 24, 2015

**Retroactive Date:** May 24, 1988

  x   Admitted        Non-Admitted

DIRECTORS & officers liability/employment practices liability and Fiduciary Liability

**Claims Made Policy**

Limits of
Insurance

$ 15,000,000 Each Loss

 15,000,000 Each Policy Year. All coverages, all claims.

 5,000,000 Punitive Damages Sub-limit

 1,000,000 Fiduciary Liability Sub-limit

 500,000 Side A Excess Limit of Liability

 7,500,000 Anti-Trust Sub-limit

Coverage Highlights

1. **Insuring Agreements: Directors and Officers Liability**

Coverage A: Individual Insured Insurance

Coverage B: Organizational Indemnification Reimbursement Insurance

Coverage C: Organization Entity Coverage

* **“Wrongful Act” means:**

(1**)** with respect to Individual Insured’s, any breach of duty, neglect, error, misstatement,

misleading statement, omission or act by such Insured’s in his/her respective capacities as

such, or any matter claimed against such Individual Insured solely by reason of his/her status as an

 Individual Insured of the Organization;

(2) with respect to the Organization under Coverage C, any breach of duty, neglect, error,

misstatement, misleading statement, omission or act by or on behalf of the Organization

 (3) with respect to Outside Entity Executives, any breach of duty, neglect, error, misstatement,

misleading statement, omission or act by such Outside Entity Executive in his or her capacity as

such or any matter claimed against such Outside Entity Executive solely by reason of his or her

status as such;

 (4) with respect to both the Individual Insured’s and the Organization and subject to subparagraphs

 (1), (2) and (3) above, “Wrongful Act” shall specifically include:

 (a) violation of the Sherman Antitrust Act or similar federal, state or local statutes or rules;

 (b) libel, slander, defamation or publication or utterance in violation of an individual’s right

of privacy;

 DIRECTORS & officers liability/employment practices liability (CONT.)

(c) wrongful entry of eviction or other invasion of the right of occupancy;

 (d) false arrest or wrongful detention;

 (e) plagiarism; and

 (f) infringement of copyright of trademark or unauthorized use of title.

* **“Employment Practices** Violation” means:

(1) wrongful dismissal, discharge or termination (either actual or constructive) of employment,

including breach of an implied contract;

(2) harassment (including sexual harassment, whether “quid pro quo”, hostile work environment or

otherwise);

(3) discrimination (including, but not limited to, discrimination based upon age, gender, race, color,

national origin, religion, sexual orientation or preference, pregnancy, or disability;

 (4) retaliation;

 (5) employment-related misrepresentation(s) to an Employee or applicant for employment with

the Organization;

 (6) employment-related liable, slander, humiliation, defamation or invasion of privacy;

 (7) wrongful failure to employ or promote;

 (8) wrongful deprivation of career opportunity with the Organization, wrongful demotion or negligent

 Employee evaluation, including the giving of negative or defamatory statements in connection

with an Employee reference;

 (9) wrongful discipline

 (10) failure to grant tenure or practice privileges;

 (11) failure to provide or enforce adequate or consistent Organization policies or procedures relating

 to any Employment Practices Violation; and

 (12) violation of an individual’s civil rights relating to any of the above.

but only if the Employment Practices Violation relates to an Individual Insured, or applicant for employment, with the Organization or an Outside Entity, whether direct, indirect, intentional or unintentional.

* **“Insured”** means:

 (1) any Organization or Insured Person which includes USA Swimming, Inc., USA

 Swimming Foundation, USA Swimming Local Swimming Committees and any natural person who

has been, now is, or shall become a duly elected director or trustee, a duly elected or appointed

officer, employee, or committee member, whether salaried or not of an Organization, and natural

 DIRECTORS & officers liability/employment practices liability (CONT.)

person acting in a voluntary capacity on behalf of an Organization and at the specific direction of

such Organization.

Coverage Highlights

* Excess Benefit Penalty Coverage (limited)
* IRS Fines (limited)
* Third Party Discrimination
* Duty to Defend Optional
* Non Employment Discrimination Claims
* Spousal and Parents of Minor Insureds Coverage

Some of the Limitations or Exclusions Include:

* Pre Authorization of Defense Attorneys
* Prior and Pending Litigation (May 24, 1988)
* Fraudulent Acts Excluded
* Defense Costs Within the Limit of Coverage
* Unlawful Remuneration Excluded
* ERISA Related Claims Excluded
* Bodily Injury or Property Damage Claims Excluded
* Dishonest Person(s) Acts Excluded
* Contractual Liability Claims Excluded (except Employment Practices)
* Insured vs. Insured Excluded (except Employment Practices)
* Pollution
* Fair Labor Standards Act, ERISA, National Labor Relations Act, OSHA except Retaliation
* Sexual Misconduct & Child Abuse

 **Company:** Westchester Fire Insurance Co.

 **2014 A. M. Best Rating** A+XV

**Policy Number:** G24127369005

**Policy Period:** May 24, 2014 to May 24, 2015

**Pending & Prior Litigation Date:** May 24, 2010

  x   Admitted        Non-Admitted

EXCESS DIRECTORS & OFFICERS LIABILITY

AND EMPLOYMENT PRACTICE LIABILITY

Limits of
Insurance

$ 5,000,000 All Loss Under All Coverages Combined

Coverage Highlights

1. Claims Made Policy
2. Excess Follows Form with National Union Fire Insurance Co. Policy No. 012057231