

# USA LACROSSE



# MEMBER INSURANCE GUIDE

2024



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# SECTION I.

# Introduction



# USA LACROSSE INSURANCE/RISK MANAGEMENT SUBCOMMITTEE

The USA Lacrosse Insurance & Risk Management subcommittee, a subcommittee of the USA Lacrosse Finance Committee, oversees all insurance and risk management activities for USA Lacrosse. The committee annually evaluates and makes recommendations concerning the organization's membership insurance program and business insurance coverages to ensure that the organization and its members are appropriately insured. The committee, in conjunction with the insurance program administrator, is also responsible for continuously evaluating and strengthening the risk management policies and procedures of the organization. The Insurance & Risk Management subcommittee also makes recommendations to the USA Lacrosse Board of Directors for additional insurance coverages and associated risk management practices for consideration and approval, as needed.

The USA Lacrosse Insurance & Risk Management subcommittee is composed of the following individuals, each of whom brings a depth of professional experience relative to insurance, law, and risk management:

#### **Appointed Subcommittee Members**

Chris Sullivan, Chair (Chicago, IL)
Bruce Griffin (Towson, MD)
Christina Childs (Baltimore, MD)

#### **USA Lacrosse Staff and Program Administrator**

Marc Riccio, USA Lacrosse CEO

Cara Morris, USA Lacrosse Sr VP and CFO

Jason Vescovi, USA Lacrosse Director, Center for Sports Science & Safety

Brad Robinson, WTW Sports & Entertainment Practice, Senior Client Advocate



# BENEFITS OF THE USA LACROSSE MEMBER INSURANCE PROGRAM

At USA Lacrosse, our goal is to create the highest quality lacrosse experience for our members so that they can enjoy a lifetime with the sport in varying roles. This can only happen if participants have a fun and safe experience and if — despite a potential injury — they are able to get back in the game. Risk management and player safety are critical to our ability to achieve these goals.

A key aspect of our risk management plan to protect members is the USA Lacrosse Member Insurance program. This Insurance Guide details the insurance program benefits by member category, as well as by policy type. Comprehensive and robust insurance coverage benefits are crucial, and this guide highlights many important features of the USA Lacrosse Member Insurance program:

- **High-limit Accident and Catastrophic Insurance** to cover members from injury up to \$1,000,000 in medical expenses.
- **High-limit General Liability protection** (\$6,000,000 per occurrence/\$10,000,000 aggregate per location) for members in the event they are involved in a liability lawsuit or claim.
- General Liability coverage extends automatically to 100% registered teams and leagues, as well as volunteers of 100% registered teams and leagues to provide \$6,000,000 per occurrence and \$10,000,000 aggregate per location.
- USA Lacrosse Member Insurance plans cover members while **participating in any amateur lacrosse activities**, not just those of their 'primary' team. If members play for their school and plays for a club, while also attending a supervised lacrosse camp and a tournament they will be covered for all those activities per the terms and conditions of the insurance policies. Other insurance plans (not offered by USA Lacrosse) may only cover your primary team's activities. Similarly, if an official or umpire officiates youth, high school, college, and tournaments, he or she is covered for all of those aspects of amateur lacrosse similarly.
- The buying power of USA Lacrosse makes it possible to continue providing broad insurance coverage with high limits at an affordable cost.
- Stability of the program is a fundamental benefit to all when there is so much turmoil in the sports insurance market. USA Lacrosse has partnered with Willis Towers Watson ("WTW"), Safehold Special Risk, PMA Companies, A-G Administrators, and AIG for the USA Lacrosse Member Insurance program. This is a valuable member benefit at a time when many sports organizations experience challenges in procuring insurance coverage due to claims history and broader insurance market conditions.
- Access to insurance information: Volunteers make up the backbone of most lacrosse teams and leagues. They
  don't have time to be insurance or risk management experts and they don't have to be. The USA Lacrosse
  Insurance/Risk Management committee and the USA Lacrosse Sports Science & Safety committee put together
  best practices, insurance summaries, and safety guidelines so that volunteers have this information at their fingertips
  to protect themselves and their players.



### **USA LACROSSSE INSURANCE AT A GLANCE**

#### **GENERAL LIABILITY & EXCESS LIABILITY COMBINED LIMITS**

COVERAGE DESCRIPTION	LIMITS/DETAILS
Liability Limit	\$6,000,000 per occurrence
Limit of Liability (per location)	\$10,000,000 aggregate
Participant Legal Liability	(Included in limit above)
Abuse/Molestation Liability	\$3,000,000 per occurrence
Abuse/Molestation Liability (per policy term)	\$4,000,000 aggregate
Personal Injury/Advertising Injury	\$3,000,000 per occurrence
Products/Completed Operations (per policy)	\$6,000,000 aggregate
Damage to Premises Rented to You	\$1,000,000 per occurrence
Deductible	\$0 per claim



#### **BASIC ACCIDENT LIMITS**

COVERAGE DESCRIPTION	LIMITS/DETAILS	
Accident Medical/Dental Expense ("AME") Limit	\$100,000 per injury	
Full Excess Basis		
Accidental Death and Dismemberment Benefit	\$50,000 (incl. coverage for Cardiac/Circulatory claims)	
Policy Benefit Period	2 years from date of injury	
Physical Therapy Benefit	\$3,250 (\$65 max per visit)	
Durable Medical Equipment Benefit	Included in AME Limit	
Accident Deductible — Youth Players	\$500 per injury	
Accident Deductible — HS Players	\$500 per injury	
Accident Deductible — Coaches and Officials	\$500 per injury	
Accident Deductible — Adult Women Players	\$500 per injury	
Accident Deductible — Adult Men Players	\$500 per injury	
Accident Deductible — USA National Team Players (while participating in national team events)	\$0 per injury	
Emergency Medical Evacuation (more than 100 miles from home)	\$25,000 benefit for on-field injuries	
Emergency Repatriation Benefit (more than 100 miles from home)	\$25,000 resulting from on-field fatalities	
Officials' Game Fee Reimbursement Benefit	\$1,950 certified officials \$1,300 noncertified officials	
Officials' Game Fee Deductible (Waiting Period)	7 Days from Injury (1/7 of weekly benefit paid during the first week – then \$150/\$100 weekly benefit depending on certification)	



#### **CATASTROPHIC ACCIDENT POLICY**

COVERAGE DESCRIPTION	LIMITS/DETAILS
Catastrophic Accident Medical/Dental Expense Limit	\$1,000,000 per injury
Catastrophe Cash Benefit for Coma or Paralysis Lasting More Than 6 Months	\$250,000 Maximum Amount
Deductible (Dovetails with Basic Accident policy limit)	\$100,000*
Policy Benefit Period	10 years from date of injury
Deductible Accrual Period	2 years from date of injury
Full Excess Basis	\$3,000,000 per occurrence
Extended Catastrophe Benefits:	
Bereavement & Trauma Counseling	\$50 per accident; 20 per accident
Home Alteration & Vehicle Modification	Up to \$50,000
Disability Benefit	Up to \$100,000
Rehabilitation Benefit	Up to \$50,000

<sup>\*</sup>To initiate the Catastrophic policy benefits, a claim needs to pay out at least \$100,000 in expenses within the Deductible Accrual Period. These expenses can be paid by the USA Lacrosse Basic Accident policy, by the claimant's primary insurance, or by a combination of the two.



### SECTION II.

# How Does the USA Lacrosse Insurance program Protect Me?

(INSURANCE PLAN DETAILS BY MEMBERSHIP TYPE)



### I AM A PLAYER

As a USA Lacrosse member player, you automatically receive a package of Accident and Liability Insurance that covers you for any organized and supervised amateur lacrosse you play in during the 12-month term of membership, whether those activities take place in the U.S. or abroad.

The USA Lacrosse Member Insurance program goes into effect upon the date of receipt of your new or renewal membership application in USA Lacrosse's office (usually same day if applying online). If you or your coach mail in the application to USA Lacrosse, coverage does not go into effect until the application and payment are received in USA Lacrosse's office. You can look up your membership status online at <a href="Membership Lookup">Membership Lookup</a>.

- Concerned about getting injured while playing lacrosse? The Accident policies protect you with a \$1 million limit in case you are hurt playing lacrosse. This coverage is your safety net for covering medical, dental, prescription drug, physical therapy, and other related expenses. This policy is excess of other valid and collectible insurance, so if you have other healthcare coverage, that policy pays first then any out-of-pocket expenses or remaining balances can be submitted to the USA Lacrosse Accident plan. There is also a deductible (\$500 for all player categories see table on page 6) that must be met before the USA Lacrosse policy pays its benefits.
- What if I get sued? While no one wants to hire lawyers or end up in court, USA Lacrosse takes the sting out of legal matters with the USA Lacrosse Liability Insurance plan. If you are sued as a result of injuring someone or causing property damage during a lacrosse activity (an errant shot that shatters a car's windshield, for example), the USA Lacrosse Liability policy will handle the lawsuit for you from beginning to end. Safehold Special Risk will arrange for an attorney to represent you and will cover the legal bills, settlements, or indemnity payments that you incur (according to the terms of the insurance policy).
- Am I covered even if the other people on my team are not USA Lacrosse members?
   Yes as long as your membership is in force and you are a member in good standing with USA Lacrosse, the insurance plans are there for you. It doesn't matter if you are playing with non-USA Lacrosse members, or if you go to an event that is sponsored by an independent lacrosse organization the USA Lacrosse Member Insurance follows you, as an individual, for the duration of your membership.
- Will the USA Lacrosse insurance plan cover me if I play box lacrosse? The USA Lacrosse Member Insurance
  program applies whether the lacrosse games or activities are held outdoors or indoors, as long as the established
  rules approved by USA Lacrosse are enforced. For box lacrosse played with dasher boards, USA Lacrosse
  Box/Indoor rules must be followed.
- **Minor modifications to approved field rules –** whether played indoors or outdoors such as reduced number of players, field size, boundaries, and time will not affect the insurance coverage as long as the modifications do not challenge the intent of the rules or jeopardize player safety.



# INSURANCE COVERAGES FOR USA LACROSSE MEMBER PLAYERS

#### **BASIC EXCESS ACCIDENT**

This policy is the first layer of the two Accident policies that make up the USA Lacrosse Member Insurance program Accident plan.

COVERAGE DESCRIPTION	LIMITS/DETAILS	
Accident Medical Expense ("AME") Limit	\$100,000 limit per Injury	
Accidental Death Benefit	\$50,000 (incl. Cardiac/Circulatory coverage*)	
Accidental Dismemberment Benefit	\$50,000 principal sum	
Deductible — Youth and High School Players	\$500 per injury	
Deductible — Adult Male Players	\$500 per injury	
Deductible — Adult Women Players	\$500 per injury	
Deductible — National Team Players (injuries incurred during National Team practices/events only; injuries during non-National Team play, above deductibles apply.)	\$0 per injury	
Physical Therapy/Chiropractic Limit	\$3,250 (limited to \$65 maximum per visit)	
Durable Medical Equipment Limit	Included in AME Limit	
Policy Benefit Period	2 years from date of injury	
Emergency Medical Evacuation (100+ miles from home)	\$25,000 benefit for on-field injuries	
Emergency Repatriation Benefit (100+ miles from home)	\$25,000 resulting from on-field fatalities	
Full Excess Coverage		



**Full Excess Coverage:** The Basic Accident policy is written on a full excess basis, meaning that it pays only after any other collectible insurance has paid its benefits. If no other insurance is in place, the policy pays on a primary basis after the deductible has been applied.

\*Accidental Death Benefit — incl. Cardiac/Circulatory Coverage: If a player dies within 72 hours of a cardiac or circulatory (stroke) incident during a covered activity, the death benefit may be paid to the member's family. The Accident policies do not provide any other coverage for sickness or illness. Therefore, medical expenses for the cardiac or circulatory incident would not be paid; only the Death Benefit is payable.

**Deductible:** The deductible under this policy applies to each injury regardless of payments made or deductibles taken by other (primary) insurance.

#### CATASTROPHIC ACCIDENT

This policy is the second layer of Accident coverage for USA Lacrosse members — providing up to \$1 million in Accident Medical Expense benefits.

COVERAGE DESCRIPTION	LIMITS/DETAILS
Accident Medical Expense ("AME") Limit	\$1,000,000 per injury
Benefit Period	10 years
Catastrophic Cash Benefit for Coma/Paralysis	\$250,000 Maximum Amount
Deductible	\$100,000 (integrates with Basic Accident policy)
Deductible Accrual Period	2 years from date of injury
Catastrophic Injury Extended Benefits:	\$50 per accident; 20 per accident Up to \$50,000 Up to \$100,000 Up to \$50,000

**Important note:** The Basic and Catastrophic Accident policies cover only those medical/dental expenses arising out of Accidental Injuries that occur during covered activities. **The policies do not provide coverage for claims arising out of sickness, illness or bodily conditions**. For example, no coverage is provided for virus (COVID-19 or other kind of virus), communicable disease, heart attack, stroke, pregnancy, or other such conditions (except for the Accidental Death benefit, which specifically extends coverage to fatalities caused by heart attack or stroke).



#### **GENERAL LIABILITY AND EXCESS LIABILITY**

The primary focus of the General Liability policies is to cover claims and lawsuits arising out of Bodily Injury or Property Damage to others arising out of lacrosse activities. The General Liability and Excess Liability combined policy limits provided to members are as follows.

COVERAGE DESCRIPTION	LIMITS/DETAILS
Limit of Liability per Occurrence	\$6,000,000
General Aggregate Limit per Location	\$10,000,000
Products and Completed Operations Aggregate	\$6,000,000
Personal Injury/Advertising Injury Limit	\$3,000,000
Sexual Abuse Liability Limit - Per Occurrence	\$3,000,000
Sexual Abuse Liability Limit - Policy Aggregate	\$4,000,000
Damage to Premises Rented to You	\$1,000,000
Deductible	<b>\$</b> 0

#### POTENTIAL EXAMPLES OF LIABILITY CLAIMS FOR PLAYERS (NOT AN ALL-INCLUSIVE LIST)

• A spectator gets hit with a ball in the eye (Bodily Injury) and sues the player who shot the ball and the field owner for not protecting spectators from errant shots.



# ADDITIONAL INSURANCE INFORMATION FOR PLAYERS

This is a summary of the scope of coverage. For additional details on each policy, please see Section III.

- Standard amateur lacrosse activities: Players are covered for scheduled games, team practices, tournaments, camps, clinics and sponsored team/ league activities (as defined in "Other Supervised Activities"), while under the direct supervision of a team coach or other officially designated member.
- **No coverage** is provided for pick-up games, unsupervised practices, individual workouts, practices, or conditioning (going to the field to do your own drills) or "hacking around" with your lacrosse stick in someone's backyard. As a **player member**, you are covered for playing lacrosse, not coaching or officiating. If you also participate as a coach or official, you must register with USA Lacrosse in each category in order to be covered by the insurance program for those activities.
- Any amateur lacrosse indoors or out: The USA Lacrosse Insurance program applies whether the lacrosse
  games or activities are held outdoors or indoors, as long as the established rules approved by USA Lacrosse are
  enforced. For box lacrosse played with dasher boards, USA Lacrosse Box/Indoor rules must be followed. Minor
  modifications to approved USA Lacrosse field or box rules, such as reduced number of players, field size, boundaries
  and time whether indoors or outdoors will not affect the insurance coverage as long as the modifications do not
  challenge the intent of the rules or jeopardize player safety.
- Other supervised activities: Team meetings, banquets and standard, nonhazardous fundraisers bake sales, car washes and similar, low-risk events -- are covered per the terms and conditions of the policies. "Hazardous" fundraisers include such activities as bounce houses, hiring petting zoos, or hosting concerts, and are not covered. No coverage is provided for any event that includes fireworks.
- **Group travel accident medical insurance:** The USA Lacrosse Accident policies <u>do</u> provide coverage for injuries incurred during group travel. Group travel refers to a group of team members going directly to or from a lacrosse activity. In the event of an auto accident, for example, where players are injured, the USA Lacrosse Member Accident policies will respond on an excess basis (after the auto insurance, no-fault insurance, and/or primary health insurance policies have paid benefits). No coverage is provided for injuries incurred during individual travel, such as a player driving to or from practice.
- Group travel liability insurance: The USA Lacrosse Liability policies do <u>not</u> provide coverage for lawsuits stemming from Group or Individual Travel. There is no auto liability or any other liability coverage for lawsuits arising out of transporting participants. This means that there is no coverage for coaches, parents, players, or volunteers who drive players or others to any lacrosse activity. USA Lacrosse strongly encourages teams who are transporting participants to make certain that the designated drivers and vehicles are properly licensed and fully insured prior to traveling.

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### I AM A COACH

As a USA Lacrosse member coach, you automatically receive a package of Accident and Liability Insurance that covers you when coaching any organized amateur lacrosse during the 12-month term of membership, whether those activities take place in the U.S. or abroad.

The USA Lacrosse Member Insurance program goes into effect upon the date of receipt of your new or renewal membership application in USA Lacrosse's office (usually same day if applying online). If you or your team mail in the application to USA Lacrosse, coverage does not go into effect until the application and payment are received in USA Lacrosse's office. Look up your membership status online at <a href="Membership Lookup">Membership Lookup</a>.

- Concerned about getting injured while coaching lacrosse? The Accident policies protect you with a \$1 million limit in case you are hurt coaching lacrosse. This coverage is your safety net for covering medical, dental, prescription drug, physical therapy and other related expenses. This policy is excess of other valid and collectible insurance, so if you have other healthcare coverage, that policy pays first then any out-of-pocket expenses or remaining balances can be submitted to the USA Lacrosse Accident plan. There is also a deductible (\$500 for coaches) that must be met before the USA Lacrosse policy pays its benefits.
- What if I get sued by one of my players? While no one wants to hire lawyers or be taken to court, USA Lacrosse takes the sting out of legal matters with the Liability Insurance plan. The coverage protects you if you are sued as a result of an injury to someone or property damage to others (for example, if you are sued as a result of damage to an indoor facility when an errant ball breaks a trophy case). Certified coaches of USA Lacrosse are also covered automatically for Directors and Officers Liability (wrongful acts) claims. Please see "Directors and Officers Liability" at the end of this section for details.
- Am I covered as a coach even if all the players on my team are not USA Lacrosse members? Yes as long
  as your membership is in force and you are a member in good standing with USA Lacrosse, including passing of
  background screening and completing the Abuse Prevention course, the USA Lacrosse Accident and Liability
  insurance coverage is there for you.
- Will the USA Lacrosse insurance plan cover me if I coach box lacrosse? The USA Lacrosse Member Insurance
  program applies whether the lacrosse games or activities are held outdoors or indoors, as long as the established
  rules approved by USA Lacrosse are enforced. For box lacrosse played with dasher boards, USA Lacrosse
  Box/Indoor rules must be followed.

Minor modifications to approved field rules – whether played indoors or outdoors - such as reduced number of players, field size, boundaries, and time will not affect the insurance coverage as long as the modifications do not challenge the intent of the rules or jeopardize player safety.

• If I am a paid coach, is my USA Lacrosse Accident Insurance invalidated? This is a gray area because paid coaches may fall under the definition of "employee" (which requires workers' compensation insurance) and not "volunteer" (which doesn't require workers' compensation). Both the USA Lacrosse Accident and Liability policies exclude claims "eligible for workers' compensation or Employer's Liability coverage."

If you are a paid coach, your team may be legally responsible by the state to provide workers' compensation insurance for injuries you may incur while working. The ambiguity arises if you are paid but your league has not purchased workers' compensation. It is possible in this instance, that your injury could be covered by USA Lacrosse's member insurance (although it doesn't relieve your team or league of their legal duty to provide workers' compensation — for which they could be liable or fined by the state's workers' compensation board). To fully protect yourself if you are a paid coach, it may be prudent to ensure sure the team provides workers' compensation insurance for you.



### **POLICY LIMITS FOR COACHES**

This is a summary of the benefits. For full details on each policy, please refer to Section III.

#### **BASIC EXCESS ACCIDENT**

This policy is the first layer of the two Accident policies that make up the USA Lacrosse Accident plan.

COVERAGE DESCRIPTION	LIMITS/DETAILS
Accident Medical Expense ("AME") Limit	\$100,000 limit per Injury
Accidental Death Benefit	\$50,000 (incl. Cardiac/Circulatory coverage*)
Accidental Dismemberment Benefit	\$50,000 principal sum
Deductible — Coaches	\$500 per injury
Physical Therapy/Chiropractic Limit	\$3,250 (limited to \$65 maximum per visit)
Durable Medical Equipment Limit	Included in AME Limit
Policy Benefit Period	2 years from date of injury
Emergency Medical Evacuation (more than 100 miles from home)	\$25,000 benefit for on-field injuries
Emergency Repatriation Benefit (more than 100 miles from home)	\$25,000 resulting from on-field fatalities
Full Excess Coverage	

**Full Excess Coverage:** The Basic Accident policy is written on a full excess basis, meaning that it pays only after any other collectible insurance has paid its benefits. If no other insurance is in place, the policy pays on a primary basis after the deductible has been applied.

\*Accidental Death Benefit — Cardiac/Circulatory Coverage: If a coach dies within 72 hours of a cardiac or circulatory (stroke) incident during a covered activity, this benefit may be paid to the member's family. The Accident policies do not provide any other coverage for sickness or illness. Therefore, medical expenses for a cardiac or circulatory incident would not be paid; only the Death Benefit is payable.

**Deductible:** The deductible under this policy applies to each injury regardless of payments made or deductibles taken by other (primary) insurance.



#### **CATASTROPHIC ACCIDENT**

This policy is the second layer of Accident coverage for USA Lacrosse members — providing up to \$1 million in Accident Medical Expense ("AME") benefits.

COVERAGE DESCRIPTION	LIMITS/DETAILS
Accident Medical Expense ("AME") Limit	\$1,000,000 per injury
Benefit Period	10 years
Catastrophic Cash Benefit for Coma/Paralysis	\$250,000 Maximum Amount
Deductible	\$100,000 (integrates with Basic Accident policy)
Deductible Accrual Period	2 years from date of injury
Catastrophic Injury Extended Benefits:  Bereavement & Trauma Counseling  Home Alteration & Vehicle Modification  Disability Benefit  Rehabilitation Benefit	\$50 per accident; 20 per accident Up to \$50,000 Up to \$100,000 Up to \$50,000

Important note: The Basic and Catastrophic Accident policies cover only those medical/dental expenses arising out of Accidental Injuries that occur during covered activities. The policies do not provide coverage for claims arising out of sickness, illness or bodily conditions. For example, no coverage is provided for virus (including COVID-19 and others), communicable disease, heart attack, stroke, pregnancy, or other such conditions (except for the Accidental Death benefit, which specifically extends coverage to fatalities caused by heart attack or stroke).



#### **GENERAL LIABILITY AND EXCESS LIABILITY**

The primary focus of the General Liability policies is to cover claims and lawsuits arising out of Bodily Injury or Property Damage to others arising out of lacrosse activities. General Liability and Excess Liability combined policy limits provided to members are:

COVERAGE DESCRIPTION	LIMITS/DETAILS
Limit of Liability per Occurrence	\$6,000,000
General Aggregate Limit per Location	\$10,000,000
Products and Completed Operations Aggregate	\$6,000,000
Personal Injury/Advertising Injury Limit	\$3,000,000
Sexual Abuse Liability Limit - Per Occurrence	\$3,000,000
Sexual Abuse Liability Limit - Policy Aggregate	\$4,000,000
Damage to Premises Rented to You	\$1,000,000
Deductible	\$0

#### POTENTIAL EXAMPLES OF LIABILITY CLAIMS TO COACHES (NOT AN ALL-INCLUSIVE LIST)

- A player is seriously injured (Bodily Injury) during a game and sues the Coach and the team for negligence in allowing rough play.
- During practice drills, a Coach hits a player accidentally in the eye (Bodily Injury). The player's family sues the Coach for damages when the player is not able to participate in recruiting showcases due to the injury.
- The windshield of a car is damaged by an overthrown ball (Property Damage to others), and the owner of the car submits the bills for repair to the team Coach for payment.
- Players at a tournament held on a college campus set a porta-potty on fire (Property Damage to others), and the college bills the Coaches for the damage.



# ADDITIONAL INSURANCE INFORMATION FOR COACHES

This is a summary of the scope of coverage. For full details on each policy, please see Section III.

- Standard Lacrosse Activities: Players are covered for scheduled games, team practices, tournaments, camps, clinics and sponsored team/ league activities (as defined in "Other Supervised Activities"), while under the direct supervision of a team coach or other officially designated member.
- No coverage is provided for pick-up games, unsupervised practices, individual workouts, practices or conditioning
  (going to the field to do your own drills) or "hacking around" with your lacrosse stick in someone's backyard. As a
  coach member, you are covered for coaching lacrosse, not playing or officiating. If you also participate as a player
  or official, you must register with USA Lacrosse in each category in order to be covered by the insurance program
  for those activities.
- Amateur lacrosse indoors or outdoors: The USA Lacrosse Insurance program applies whether the lacrosse
  games or activities are held outdoors or indoors, as long as the established rules approved by USA Lacrosse are
  enforced. For box lacrosse played with dasher boards, USA Lacrosse Box/Indoor rules must be followed. Minor
  modifications to approved USA Lacrosse field or box rules, such as reduced number of players, field size,
  boundaries, and time whether indoors or outdoors will not affect the insurance coverage as long as the
  modifications do not challenge the intent of the rules or jeopardize player safety.
- Other supervised activities: Team meetings, banquets, and standard, nonhazardous fundraisers bake sales, car washes and similar, low-risk events -- are covered per the terms and conditions of the policies. "Hazardous" fundraisers include such activities as bounce houses, hiring petting zoos, or hosting concerts, and are not covered. No coverage is provided for any event that includes fireworks.
- Group travel accident insurance: The USA Lacrosse Accident policies do provide coverage for injuries incurred
  during group travel. Group travel refers to a group of coaches or team members going directly to or from a lacrosse
  activity. In the event of an auto accident, for example, the USA Lacrosse Member Accident policies will respond on
  an excess basis (after the auto insurance, no-fault insurance, and/or primary health insurance policies have paid
  benefits). No coverage is provided for injuries incurred during individual travel, such as a coach driving to or from
  practice.
- Group travel liability insurance: The USA Lacrosse Liability policies do not provide coverage for lawsuits
  stemming from Group or Individual Travel. There is no auto liability or any other liability coverage for lawsuits arising
  out of transporting participants. This means that there is no coverage for coaches, parents, players, or volunteers
  who drive players or others to any lacrosse activity. USA Lacrosse strongly encourages teams who are transporting
  participants to make certain that the designated drivers and vehicles are properly licensed and fully insured prior to
  traveling.



### I AM AN OFFICIAL/ASSIGNER

As a USA Lacrosse member Official, you automatically receive a package of Accident and Liability Insurance that follows you for officiating any organized amateur lacrosse games, tournaments, clinics, camps or related activities during the 12-month term of your membership, whether in the U.S. or abroad. Coverage is in force for your individual officiating duties, whether or not the teams on the field are 100% USA Lacrosse members.

The USA Lacrosse member insurance goes into effect upon the date of receipt of your new or renewal membership application in USA Lacrosse's office (usually same day if applying online). If you mail in your application to USA Lacrosse, coverage does not go into effect until the application and payment are received in USA Lacrosse's office. You can look up your membership status online at USA Lacrosse's <a href="Membership Lookup">Membership Lookup</a>.

- Coverage for Assigners, Trainers and Observers: As a registered USA Lacrosse official, you are also covered by the Liability policies if you serve as an assigner, trainer or observer for amateur lacrosse.
- Concerned about getting injured while officiating lacrosse? The Accident policies protect officials on an excess basis with a \$1 million limit (with a \$500 deductible) in case you are hurt while officiating lacrosse. We hope you will never have to use it but it's there as a safety net to help in covering your medical, dental, prescription drugs, physical therapy and other related expenses.

In addition, there is a Game Fee Reimbursement coverage that provides up to \$1,950 in missed games, for USA Lacrosse certified officials, and \$1,300 for non-certified officials. This is designed to assist you with fees missed if you are prevented from officiating games due to an injury from officiating lacrosse. The Game Fee Reimbursement benefit is subject to a 7- day waiting period (i.e., deductible) whereby 1/7 of the weekly benefit is paid – then \$150/\$100 weekly benefit paid (depending on certification). The benefit period is 13 weeks from date of injury.

Note: **No accident coverage** applies to assigners, trainers or observers; they are covered only by the USA Lacrosse liability policies.

- What if I get sued by an injured player? While no one wants to hire lawyers or be taken to court, USA Lacrosse takes the sting out of legal matters with the USA Lacrosse Liability Insurance plan. If you are sued as a result of an injury to someone during a covered lacrosse activity, the USA Lacrosse Liability policy will handle the liability claim from beginning to end. Safehold Special Risk will arrange an attorney to represent you and cover legal bills, settlements or payments (according to the terms of the policy).
- Do I receive special benefits if I am a USA Lacrosse Certified Official/Assigner? Yes. Certified officials and assigners are covered for Directors and Officers Liability (wrongful acts) claims. Please see "Directors and Officers Liability" at the end of this section for details. In addition, USA Lacrosse Certified Officials have a higher Game Fee Reimbursement limit (\$1,950 instead of \$1,300 for non-certified).
- If I am a paid official, is my USA Lacrosse Accident Insurance invalidated? Not necessarily. Most states
  recognize that paid officials are independent contractors. As such, you are not subject to workers' compensation
  insurance laws and the USA Lacrosse Accident and Liability policy exclusions for "injuries covered by Workers'
  Compensation Insurance" would not apply. Therefore, paid officials are protected by the USA Lacrosse Accident
  and Liability policies.
- Do I need to officiate by certain rules in order for my USA Lacrosse Insurance to be in force? Yes, officials are covered for officiating all amateur lacrosse as long as they follow USA Lacrosse's stated definition of allowable rules. Allowable rules for the play of lacrosse include World Lacrosse (WL); National Collegiate Athletic Association (NCAA); field lacrosse rules specified by the National Federation of State High School Associations (NFHS) and USA Lacrosse; indoor or box lacrosse rules specified by WL and USA Lacrosse. In addition, guidelines or rules for lacrosse disciplines developed specifically for athletes with cognitive or physical challenges, or for other types of play (Try-Lax, Coed Lacrosse, etc.), that are either written or adopted by USA Lacrosse, also fall under this category.



### **POLICY LIMITS FOR OFFICIALS**

This is a summary of benefits. For full details on each policy, please refer to Section III.

#### **BASIC EXCESS ACCIDENT**

This policy is the first layer of the two Accident policies that make up the USA Lacrosse Accident plan.

COVERAGE DESCRIPTION	LIMITS/DETAILS
Accident Medical Expense ("AME") Limit	\$100,000 limit per injury
Accidental Death Benefit	\$50,000 (including Cardiac/ Circulatory coverage*)
Accidental Dismemberment Benefit	\$50,000 principal sum
Deductible —Officials	\$500 per injury
Physical Therapy/Chiropractic Limit	\$3,250 (limited to \$65 maximum charge per visit)
Durable Medical Equipment Limit	Included in AME Limit
Policy Benefit Period	2 years from date of injury
Emergency Medical Evacuation (more than 100 miles from home)	\$25,000 benefit for on-field injuries
Emergency Repatriation Benefit (more than 100 miles from home)	\$25,000 resulting from on-field fatalities
Full Excess Coverage	

**Full Excess Coverage:** The Basic Accident policy is written on a full excess basis, meaning that it pays only after any other collectible insurance has paid its benefits. If no other insurance is in place, the policy pays on a primary basis after the deductible has been applied.

\*Accidental Death Benefit — Cardiac/Circulatory Coverage: If an official dies within 72 hours of a cardiac or circulatory (stroke) incident during a covered activity, this benefit may be paid to the member's family. The Accident policies do not provide any other coverage for sickness or illness. Therefore, medical expenses for a cardiac or circulatory incident would not be paid; only the Death Benefit is payable.

**Deductible:** The deductible under this policy applies to each injury regardless of payments made or deductibles taken by other valid and collectible (primary) insurance.



#### **CATASTROPHIC ACCIDENT**

This policy is the second layer of Accident coverage for USA Lacrosse members — providing up to \$1 million in Accident Medical Expense ("AME") benefits.

COVERAGE DESCRIPTION	LIMITS/DETAILS
Accident Medical Expense ("AME") Limit	\$1,000,000 per injury
Benefit Period	10 years
Catastrophic Cash Benefit for Coma/Paralysis	\$250,000 Maximum Amount
Deductible	\$100,000 (integrates with Basic Accident policy)
Deductible Accrual Period	2 years from date of injury
Catastrophic Injury Extended Benefits:  Bereavement & Trauma Counseling Home Alteration & Vehicle Modification Disability Benefit Rehabilitation Benefit	\$50 per accident; 20 per accident Up to \$50,000 Up to \$100,000 Up to \$50,000

Important note: The Basic and Catastrophic Accident policies cover only those medical/dental expenses arising out of Accidental Injuries that occur during covered activities. The policies do not provide coverage for claims arising out of sickness, illness or bodily conditions. For example, no coverage is provided for virus (including COVID-19 and others), communicable disease, heart attack, stroke, pregnancy, or other such conditions (except for the Accidental Death benefit, which specifically extends coverage to fatalities caused by heart attack or stroke).



#### **GENERAL LIABILITY AND EXCESS LIABILITY**

The primary focus of the General Liability policies is to cover claims and lawsuits arising out of Bodily Injury or Property Damage to others arising out of lacrosse activities. General Liability and Excess Liability Combined policy Limits provided to members are:

COVERAGE DESCRIPTION	LIMITS/DETAILS
Limit of Liability per Occurrence	\$6,000,000
General Aggregate Limit per Location	\$10,000,000
Products and Completed Operations Aggregate	\$6,000,000
Personal Injury/Advertising Injury Limit	\$3,000,000
Sexual Abuse Liability Limit per Occurrence	\$3,000,000
Sexual Abuse Liability Limit policy Aggregate	\$4,000,000
Damage to Premises Rented to You	\$1,000,000
Deductible	\$O

# POTENTIAL EXAMPLES OF LIABILITY CLAIMS TO OFFICIALS/ASSIGNERS (NOT AN ALL-INCLUSIVE LIST)

- A player is seriously injured (Bodily Injury) during a game and sues the Officials for allowing rough play.
- A spectator is filming the game behind the goal and gets hit with a ball in the eye (bodily injury). He or she sues the official for not keeping him out of the end zone and protecting him from errant shots.
- A fight breaks out during a game and players are injured as a result. It turns out that both officials at the game are very inexperienced. Plaintiffs sue the officials for not being able to maintain safety of the players, and they sue the assigner as well for not putting an experienced official on the field.



# ADDITIONAL INSURANCE INFORMATION FOR OFFICIALS

This is a summary of the scope of coverage. For full details on each policy, please see Section III.

- Standard Lacrosse Activities: Officials are covered while officiating games, tournaments and participating in clinics or training sessions. Coverage applies to attending officials' or assigners' association meetings. As an official member, you are also covered for assigning, training and observing duties. However, if you also play or coach, you must register with USA Lacrosse as a player or coach category in order to be covered for those activities.
- Amateur lacrosse indoors or outdoors: The USA Lacrosse Insurance program applies whether the lacrosse
  games or activities are held outdoors or indoors, as long as the established rules approved by USA Lacrosse are
  enforced. For box lacrosse played with dasher boards, USA Lacrosse Box/Indoor rules must be followed. Minor
  modifications to approved USA Lacrosse field or box rules, such as reduced number of players, field size, boundaries
  and time whether indoors or outdoors will not affect the insurance coverage as long as the modifications do not
  challenge the intent of the rules or jeopardize player safety.
- **Group travel accident insurance:** The USA Lacrosse Accident policies do provide coverage for injuries incurred during group travel. Group travel refers to a group of officials or team members going directly to or from a lacrosse activity. In the event of an auto accident, for example, the USA Lacrosse Member Accident policies will respond on an excess basis (after the auto insurance, no-fault insurance, and/or primary health insurance policies have paid benefits). No coverage is provided for injuries incurred during individual travel, such as an official driving to or from a game.
- **Group travel liability insurance**: The USA Lacrosse Liability policies do not provide coverage for lawsuits stemming from Group or Individual Travel. There is no auto liability or any other liability coverage for lawsuits arising out of transporting participants. This means that there is no coverage for officials, coaches, parents, players, or volunteers who drive players or others to any lacrosse activity. USA Lacrosse strongly encourages teams who are transporting participants to make certain that the designated drivers and vehicles are properly licensed and fully insured prior to traveling.



### I AM A PROGRAM ADMINISTRATOR

- How do I get insurance benefits from USA Lacrosse? There is no specific membership category for program administrators. Therefore, the USA Lacrosse Member Insurance program does not automatically apply to you. However, you can be covered by the USA Lacrosse Liability policies if all of the teams/leagues under your direction are 100% registered with USA Lacrosse.
- 100% membership guideline = Liability insurance for you: Under the USA Lacrosse General Liability plan, coverage only extends to teams, leagues and tournaments as "entities" if they are 100% registered with USA Lacrosse. When that happens, the Liability policies extend to the team or league as an entity, as well as any league officers, directors, program administrators and volunteers. Therefore, if your league is 100% registered with USA Lacrosse and you are sued personally as a result of injuries or property damage because of your lacrosse duties, you would be protected by the USA Lacrosse Liability policies (according to the terms of the policy).
- How do I ensure that my program is compliant with the 100% membership guideline? In order to meet the
  100% guideline, all players and coaches must be current members of USA Lacrosse. Only then will the Liability
  coverage apply to teams, leagues, officers, directors, program administrators and volunteers. Please see the
  section titled "How to Insure Teams/ Leagues for Liability."
- What are the benefits of registering my program 100% with USA Lacrosse? There are multiple benefits of joining USA Lacrosse. One of the most important is the insurance package of benefits, including \$6 million of liability insurance, and \$1 million of accident medical insurance for your participants. For program administrators, these benefits are important because not only are your players and coaches well-protected in case of injuries or lawsuits, but your program or township (where required by written agreement to name as additional insured) is also protected under the liability plans—in addition to you as the administrator, your volunteers, and your lacrosse board.

In addition, 100% registered membership entitles you to certificates of insurance, naming your fields and facilities as additional insured at no additional charge. Certificates of insurance can be requested by member programs by following the process described <a href="here">here</a>.

- Expertise: Joining forces with USA Lacrosse also means you receive the benefit of their research and development into sports science and safety, risk management and best practices. The information from the USA Lacrosse Insurance/Risk Management subcommittee and the USA Lacrosse Sports Science & Safety committee is available so that program administrators and volunteers have this information at their fingertips to protect themselves and their players.
- Isn't it easier to buy our own insurance for the league? Actually, no. By mandating USA Lacrosse membership for your players and coaches, you can rest assured that your participants, league, directors, officers, and volunteers are protected by the best sports insurance coverage available in today's market. The USA Lacrosse I/RM subcommittee has already done the leg work of evaluating policies, coverages, and limits. Plus, you get the assistance of USA Lacrosse, our online registration program, access to USA Lacrosse sanctioned tournaments and events, and the benefit of the expertise and research done by the USA Lacrosse Sports Science & Safety committee to make sure you are offering the safest lacrosse experience for your players. This is a win/win for you and your organization!



# INSURANCE POLICY LIMITS FOR PROGRAM ADMINISTRATORS

This is a summary of benefits for program Administrators of 100% registered teams and leagues. For full details on each policy, please refer to Section III.

#### **GENERAL LIABILITY AND EXCESS LIABILITY POLICY LIMITS**

The primary focus of the Liability policies is to cover claims and lawsuits arising out of bodily injury or property damage to others arising out of lacrosse activities. General Liability and Excess Liability Combined policy limits provided to program administrators are shown below.

COVERAGE DESCRIPTION	LIMITS/DETAILS
Limit of Liability per Occurrence	\$6,000,000
General Aggregate Limit per Location	\$10,000,000
Products and Completed Operations Aggregate	\$6,000,000
Personal Injury/Advertising Injury Limit	\$3,000,000
Sexual Abuse Liability Limit - Per Occurrence	\$3,000,000
Sexual Abuse Liability Limit - Policy Aggregate	\$4,000,000
Damage to Premises Rented to You	\$1,000,000
Deductible	\$0

#### POTENTIAL LACROSSE LIABILITY CLAIMS

- Errant ball: An errant ball misses the goal, goes over the fence and cracks the windshield of a passing car. The owner sends the \$1,870 bill to the league administrator. The league is composed of 100% registered teams with USA Lacrosse and therefore the General Liability policy pays the claim (with a \$0 deductible).
- Serious injury prompts lawsuit: A female youth player ruptures her ACL during a game and the parents name the coach, the league and the league officers in a lawsuit. The initial demand from the parents' attorney is \$280,000. The league is 100% registered with USA Lacrosse. Therefore, the coach, the league itself, and the league officers are protected, and the insurance company handles defense for the lawsuit and any potential judgments or settlements that may be made.
- **Spectator injury:** At a lacrosse game a loose ball hits a spectator, breaking his arm. The man has no health insurance and sues the team. The team is <u>not</u> 100% registered, and therefore, there is no coverage for this claim under the Liability policy. The team must cover the lawsuit costs and pay legal fees from their own funds.



# ADDITIONAL INFORMATION PROGRAM ADMINISTRATORS SHOULD KNOW ABOUT THE USA LACROSSE MEMBER INSURANCE PROGRAM

- Covers standard lacrosse activities: Teams and leagues are covered for scheduled games, team practice
  sessions and sponsored team/league activities (as defined below in "Other Supervised Activities"). Coaches are also
  covered for one-on-one or group training/ conditioning sessions that they run, and while attending coaches' clinics.
  As a coach member, you are only covered for coaching not playing or officiating. If you also participate as a player
  or official, you must register with USA Lacrosse in each category to be covered by the insurance program for other
  activities.
- Amateur lacrosse indoors or outdoors: The USA Lacrosse Insurance program applies whether the lacrosse games or activities are held outdoors or indoors, as long as the established rules approved by USA Lacrosse are enforced. For box lacrosse played with dasher boards, USA Lacrosse Box/Indoor rules must be followed. Minor modifications to approved USA Lacrosse field or box rules, such as reduced number of players, field size, boundaries, and time whether indoors or outdoors will not affect the insurance coverage as long as the modifications do not challenge the intent of the rules or jeopardize player safety.
- Other supervised activities: Team meetings, banquets, and standard, nonhazardous fundraisers bake sales, car
  washes and similar, low-risk events -- are covered. "Hazardous" fundraisers include such activities as bounce
  houses, hiring petting zoos, or hosting concerts, and are not covered. No coverage is provided for any event that
  includes fireworks.
- "TryLax", "Bring a Friend", "National Celebrate Lacrosse Week" and similar events: Introductory lacrosse
  clinics involving a minimal number of non-member participants are also covered under the USAL Member Liability
  Insurance coverage, if approved by USA Lacrosse. However, non-members are not automatically covered for basic
  accident medical coverage. Furthermore, such coverage is available for non-members via coordination and approval
  from USA Lacrosse staff at a nominal cost.
- Group travel accident insurance: The USA Lacrosse Accident policies do provide coverage for injuries incurred
  during group travel. Group travel refers to a group of coaches or team members going directly to or from a lacrosse
  activity. In the event of an auto accident, for example, the USA Lacrosse Member Accident policies will respond on
  an excess basis (after the auto insurance, no-fault insurance, and/or primary health insurance policies have paid
  benefits). No coverage is provided for injuries incurred during individual travel, such as a coach driving to or from
  practice.
- **Group travel liability insurance:** The USA Lacrosse Liability policies do not provide coverage for lawsuits stemming from Group or Individual Travel. There is no auto liability or any other liability coverage for lawsuits arising out of transporting participants. This means that there is no coverage for coaches, parents, players, or volunteers who drive players or others to any lacrosse activity. USA Lacrosse strongly encourages teams who are transporting participants to make certain that the designated drivers and vehicles are properly licensed and fully insured prior to traveling.



### I AM A TOURNAMENT OPERATOR

- How do I get insurance benefits from USA Lacrosse? There is no specific membership category for tournament
  operators. Therefore, the USA Lacrosse Member Insurance program does not automatically apply to you. However,
  you can be covered by the USA Lacrosse Liability policies when 100% of the coaches and players participating in
  the tournament have current USA Lacrosse membership.
- 100% membership guideline = Liability insurance for you: Under the USA Lacrosse Liability plan, coverage only extends to tournaments as "entities" if they are 100% registered with USA Lacrosse. When that happens, the Liability policies extend to the tournament as an entity, as well as any directors, tournament operators and volunteers. Therefore, if your tournament is 100% registered with USA Lacrosse and you are sued personally as a result of injuries or property damage because of your lacrosse duties, you would be protected by the USA Lacrosse Liability policies (according to the terms of the policy).
- How do I ensure that my program is compliant with the 100% membership guideline? In order to meet the
  100% guideline, all players and coaches must be current members of USA Lacrosse. Only then will the Liability
  coverage apply to officers, directors, tournament operators and volunteers. Please see the section titled "How to
  Insure Teams/ Leagues for Liability."
- What are the benefits of registering my program 100% with USA Lacrosse? There are multiple benefits of joining USA Lacrosse. One of the most important is the insurance package of benefits, including \$6 million of liability insurance, and \$1 million of accident medical insurance for your participants. For tournament operators, these benefits are important because not only are your players and coaches well-protected in case of injuries or lawsuits, but your tournament and your event operating company (where required by written agreement to name as additional insured) is also protected under the liability plans in addition to you as the administrator, your volunteers, and your lacrosse board.
  - In addition, 100% registered membership entitles you to certificates of insurance, naming your fields and facilities as additional insured at no additional charge. Certificates of insurance can be accessed through the USA Lacrosse secure link. To obtain this link, please contact Mark Eissele of USA Lacrosse via <a href="meissele@usalacrosse.com">meissele@usalacrosse.com</a>.
- Expertise: Joining forces with USA Lacrosse also means you receive the benefit of their research and development into sports science and safety, risk management and best practices. The information from the USA Lacrosse Insurance/Risk Management subcommittee and the USA Lacrosse Sports Science & Safety subcommittee is available so that tournament operators and volunteers have this information at their fingertips to protect themselves and their players.
- Isn't it easier to buy our own insurance for the league? Actually, no. By mandating USA Lacrosse membership for your players and coaches, you can rest assured that your participants, tournament, directors, officers, and volunteers are protected by the best sports insurance coverage available in today's market. The USA Lacrosse I/RM subcommittee has already done the leg work of evaluating policies, coverages, and limits. Plus, you get the assistance of USA Lacrosse, our online registration program, and the benefit of the expertise and research done by the USA Lacrosse Sports Science & Safety committee to make sure you are offering the safest lacrosse experience for your players. This is a win/win for you and your organization!
- Lacrosse indoors or outdoors: The USA Lacrosse Insurance program applies whether the lacrosse tournament
  is held outdoors or indoors, as long as the established rules approved by USA Lacrosse are enforced. For box
  lacrosse played with dasher boards, USA Lacrosse Box/Indoor rules must be followed. Minor modifications to
  approved USA Lacrosse field or box rules, such as reduced number of players, field size, boundaries, and time –
  whether indoors or outdoors will not affect the insurance coverage as long as the modifications do not challenge
  the intent of the rules or jeopardize player safety.



# INSURANCE POLICY LIMITS FOR TOURNAMENT OPERATORS

This is a summary of benefits for tournament operators of 100% registered teams and leagues. For full details on each policy, please refer to Section III.

#### **GENERAL LIABILITY AND EXCESS LIABILITY POLICY LIMITS**

The primary focus of the Liability policies is to cover claims and lawsuits arising out of bodily injury or property damage to others arising out of lacrosse activities. General Liability and Excess Liability Combined policy limits provided to tournament operators are shown below.

COVERAGE DESCRIPTION	LIMITS/DETAILS
Limit of Liability per Occurrence	\$6,000,000
General Aggregate Limit per Location	\$10,000,000
Products and Completed Operations Aggregate	\$6,000,000
Personal Injury/Advertising Injury Limit	\$3,000,000
Sexual Abuse Liability Limit - Per Occurrence	\$3,000,000
Sexual Abuse Liability Limit - Policy Aggregate	\$4,000,000
Damage to Premises Rented to You	\$1,000,000
Deductible	\$0

#### POTENTIAL LACROSSE LIABILITY CLAIMS

- Errant ball: An errant ball misses the goal, goes over the fence and cracks the windshield of a passing car. The owner sends the \$1,870 bill to the tournament operator. The tournament is composed of 100% registered teams with USA Lacrosse and therefore the General Liability policy pays the claim (with a \$0 deductible).
- Serious injury prompts lawsuit: A female youth player ruptures her ACL during a game and the parents name the coach, the tournament operators in a lawsuit. The initial demand from the parents' attorney is \$280,000. The tournament is 100% registered with USA Lacrosse. Therefore, the coach, the tournament itself, and the tournament operators are protected, and the insurance company handles defense for the lawsuit and any potential judgments or settlements that may be made.
- Spectator injury: At a lacrosse tournament a loose ball hits a spectator, breaking his arm. The man has no health
  insurance and sues the tournament operator. The tournament is not 100% registered, and therefore, there is no coverage
  for this claim under the Liability policy. The tournament must cover the lawsuit costs and legal fees from their own funds.



# SECTION III.

# Insurance Policy Details

(BY INSURANCE POLICY TYPE)



### **USA LACROSSE ACCIDENT MEDICAL PLANS**

The USA Lacrosse Accident plans provide coverage for accidental injuries to members as a result of their participation in a covered lacrosse activity. The Accident plans are comprised of two policies: the **Basic Excess Accident Insurance** policy and the **Catastrophic Accident** policy. These coverages are intended to provide secondary insurance coverage to help defray medical, dental and hospital expenses that members may incur if injured during lacrosse activities. This is not a primary healthcare plan and is not intended to cover 100% of the expenses for which a member may be responsible. In addition, please note that these plans do not cover sickness, bodily illness, or disease.

The Accident policies cover member players, coaches, and officials if they are injured during the following types of covered activities:

- Standard lacrosse activities: Members are covered for scheduled games, practices, tournaments, camps and clinics and "other supervised activities" (as shown in #3 below) provided they are under the direct supervision of a team coach or other officially designated team/league member. No coverage is provided for pick-up games, unsupervised practices, individual workouts/practices or conditioning (going to the field to do your own drills, going for a run, etc.), or "hacking around" with your lacrosse stick in someone's backyard. Members are covered only for the membership category under which they have registered. If you sign up as a player, you are not covered for coaching or officiating unless you also register with USA Lacrosse for those categories.
- Amateur lacrosse indoors or outdoors: The USA Lacrosse Insurance program applies whether the lacrosse
  games or activities are held outdoors or indoors, as long as the established rules approved by USA Lacrosse are
  enforced. For box lacrosse played with dasher boards, USA Lacrosse Box/Indoor rules must be followed. Minor
  modifications to approved USA Lacrosse field or box rules, such as reduced number of players, field size, boundaries
  and time whether indoors or outdoors will not affect the insurance coverage as long as the modifications do not
  challenge the intent of the rules or jeopardize player safety.
- Other supervised activities: Team/league or association meetings, training clinics, banquets and usual, nonhazardous fundraisers, such as bake sales, car washes and other similar, low-risk events are covered. "Hazardous" fundraisers include such activities as bounce houses, hiring petting zoos, or hosting concerts, and are not covered. No coverage is provided for any event that includes fireworks.
- Group travel accident medical insurance: The USA Lacrosse Accident policies do provide coverage for injuries incurred during group travel. Group travel refers to a group of three or more team members going directly to or from a lacrosse activity. If there is an auto accident or bus accident, for example, and players are injured, the USA Lacrosse Accident policies will respond on an excess basis (after the auto insurance, no-fault insurance and/or primary health insurance policies have paid their benefits). No coverage is provided for injuries incurred during individual travel such as a parent driving their child to a game, or a player driving to or from practice.



### **BASIC ACCIDENT**

#### PROVIDING FIRST LAYER OF COVERAGE UP TO \$100,000

The **Basic Accident** insurance policy pays for a covered accidental injury to an insured member if that injury requires treatment by a legally qualified physician, dentist or graduate nurse; confinement in a hospital; ambulance service from the site of the injury to the initial treatment facility; services and supplies ordered by a physician or dentist.

This policy does not cover claims arising out of sickness, bodily illness, virus or disease, such as cardiac arrest, asthma or stroke. However, the Accidental Death Benefit has been extended by USA Lacrosse to provide a \$50,000 death benefit for members who suffer a fatal cardiac or circulatory (stroke) event during a lacrosse activity.

For Members to be eligible for coverage under this policy, the first medical or dental expense must be incurred within 90 days of the date of injury, and any further expense must be incurred within 104 weeks of the date of injury.

Claims are paid on a "reasonable and customary basis" by geographic area (zip code) where treatment is rendered.



#### **BASIC EXCESS ACCIDENT POLICY LIMITS**

**Underwriting Insurance Company:** National Union Fire Insurance Company of Pittsburgh, PG (AIG): New York, NY. AIG is rated "A: XII" by A.M. Best's rating service.

COVERAGE DESCRIPTION	LIMITS/DETAILS
Accident Medical Expense ("AME") Limit	\$100,000 per claim
Accidental Death Benefit	\$50,000 (includes Cardiac/Circulatory coverage*)
Accidental Dismemberment Benefit	\$50,000 principal sum
Deductible for Youth or HS Players	\$500 per claim
Deductible for Adult Women Players	\$500 per claim
Deductible for Coaches and Officials	\$500 per claim
Deductible for Adult Male Players	\$500 per claim
Deductible for National Team Players	\$0 per claim (for injuries incurred during national team practices and events only; for injuries during regular play, above deductibles apply)
Physical Therapy/Chiropractic Limit	\$3,250 (subject to \$65 maximum per visit)
Durable Medical Equipment Limit	Included in AME Limit
Policy Benefit Period	2 years from date of injury
Officials' Game Fee Reimbursement	<ul> <li>Up to \$1,950 maximum benefit for USA Lacrosse certified officials.</li> <li>Up to \$1,300 maximum benefit for non-certified officials.</li> <li>Waiting Period (i.e., deductible) is 7 days from date of injury; 1/7 of weekly Benefit paid during first 7 days; Benefit Period is 13 weeks from date of injury.</li> </ul>
Emergency Medical Evacuation (more than 100 miles from home)	\$25,000 benefit for on-field injuries
Emergency Repatriation Benefit (more than 100 miles from home)	\$25,000 resulting from on-field fatalities
Full Excess Coverage	



#### **ACCIDENT POLICY DEFINITIONS**

\*Cardiac/Circulatory Coverage: If a member dies within 72 hrs. of a cardiac or circulatory (stroke) incident during a covered activity, this policy's Accidental Death Benefit may be paid to the member's family. This policy does not provide any other coverage for sickness/illness; therefore, no benefits for any medical expenses incurred as a result of the cardiac or circulatory incident are payable by the USA Lacrosse Accident plan. Only the death benefit would be paid out.

**Full Excess Coverage:** The policy will pay for covered expenses as a result of an accidental injury, after any other valid and collectible insurance policy or any other health care policy or employee benefit plan has paid its benefits. If the claimant has no health or medical coverage, or if the claimant is covered by Medicare or Medicaid, the Basic Accident policy will pay benefits on a primary basis, after the deductible has been satisfied.

Accident Medical Expense Benefit: The policy will pay for covered expenses If an Insured suffers an Injury that, within 90 days of the date of the accident that caused the Injury, requires him or her to be treated by a Physician, the Company will pay the Usual and Customary Charges incurred for Medically Necessary, as determined by the attending Physician, Covered Accident Medical Services received due to that Injury, up to the Maximum Amount per Insured for all Injuries caused by the same accident. The benefit is payable only for such charges incurred after the Deductible has been met. Benefits are then payable for charges incurred within 104 weeks after the date of the accident causing the Injury.

Covered Accident Medical Service(s): Means any of the following services: services of a Physician; private duty nursing by a registered nurse (R.N.) or Licensed Practical Nurse (LPN); laboratory tests; radiological procedures; anesthetics and the administration of anesthetics; blood, blood products and artificial blood products, and the transfusion thereof; physical therapy; occupational therapy; rental of Durable Medical Equipment; artificial limbs, artificial eyes or other prosthetic appliances; medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription; use of an Ambulatory Medical Center; Hospital's most common charge for semi-private room and board (or room and board in an intensive care unit); Hospital ancillary services (including, but not limited to, use of the operating room or emergency room); ambulance service to or from a Hospital.

**Medically Necessary:** – Means a Covered Accident Medical Service that: (1) is essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by the attending Physician and performed under his or her care, supervision or order.

**Deductible:** The deductible under this policy applies to each claim of injury regardless of payments made or deductibles taken by other (primary) insurance.

Officials' Game Fee Reimbursement: officials are covered for game fee reimbursement to help cover a portion of lost fees if they are prevented from officiating due to a covered injury. Only fees for missed lacrosse games are payable by the policy, and the official must have sustained a covered injury while officiating amateur lacrosse in order for coverage to apply.

When submitting a claim for the Game Fee Reimbursement Benefit, in addition to the information required to file a claim (see "Instructions for Filing an Accident Claim"), member officials must include the following:

- A schedule of the games they were assigned to officiate.
- Written confirmation of their fee per game (compensation) from their assigner. No claims for Game Fee benefits can
  be paid without this written info from the assigner. To ensure proper compensation for missed games, officials should
  print out their schedule at the beginning of the season or print out the schedule of remaining games as soon as they
  are injured (before the schedule is amended by the assigner) in order to show this important documentation.



#### **BASIC ACCIDENT POLICY EXCLUSIONS EXAMPLES (NOT AN ALL-INCLUSIVE LIST)**

The Accident policy covers only those medical/dental expenses arising out of accidental injuries that occur during covered activities. The policy does not provide coverage for claims arising out of sickness, illness, or bodily conditions.

In addition, the policy does not cover any loss, fatal or nonfatal, incurred or resulting from the following:

- suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury.
- sickness, disease, or infections of any kind; except bacterial infections due to an accidental cut or wound, botulism or ptomaine poisoning.
- · Commission of or attempt to commit a felony.
- · Injury resulting from any declared or undeclared war.
- participation in any team sport or any other athletic activity, except participation in a Covered Activity, as defined by the policy.
- eyeglasses, hearing aids, and examination for the prescription or fitting thereof.
- any condition for which the insured is entitled to benefits under any workers' compensation or similar law.
- · Hernia, unless it results from a covered injury.
- the Insured being under the influence of drugs or intoxicants, unless taken under the advice of a Physician.

### CATASTROPHIC ACCIDENT

#### PROVIDES SECOND LAYER OF COVERAGE UP TO \$1 MILLION

For USA Lacrosse Members to be eligible for coverage under this policy, an injured member's accident claim must **exceed a \$100,000 payout within 104 weeks** from the date of injury. This \$100,000 deductible under the Catastrophic Accident policy is meant to integrate with the Basic Accident policy limit. The deductible can be met either by payments from the injured person's primary healthcare policy, or by the USA Lacrosse Basic Accident policy (or a combination of the two), or by the injured person paying the remaining difference to meet the \$100,000 deductible.

Once a claim is eligible for coverage under this plan, any subsequent medical expenses resulting from the lacrosse injury, such as additional surgeries, rehabilitation, or any of the benefits below that are necessary due to total or partial disability, would be **covered for up to 10 years from the date of injury**. In the event of a serious injury, this is meaningful since medical expenses can spread out over a period of many years.

In addition to the Medical Expense limit, this policy provides a **Catastrophe Cash Benefit**. If a covered injury to a member of USA Lacrosse results in paralysis or coma within 180 days from the date of injury, the policy will pay a lump sum cash benefit of \$250,000 to the injured participant, subject to the following: the paralysis or coma must last 12 consecutive months (the waiting period); after the waiting period, a physician must determine that the condition is irreversible and has resulted in permanent disability.

Lastly, the Catastrophic Accident policy also provides an additional limit of up to \$250,000 for Extended Benefits. These include Permanent Total Disability (monthly benefit), Bereavement and Trauma Counseling, Home Alternation and Vehicle Modification, and Rehabilitation expenses.



### CATASTROPHIC ACCIDENT POLICY LIMITS

**Underwriting Insurance Company**: National Union Fire Insurance Company of Pittsburgh, PA (AIG): New York, NY. AIG is rated "A: XII" by A.M. Best's rating service.

COVERAGE DESCRIPTION	LIMITS/DETAILS
Accident Medical Expense ("AME") Limit	\$1,000,000 per injury
Benefit Period	10 years
Catastrophe Cash Benefit for Coma/Paralysis	\$250,000 Maximum Amount (see definition below)
Deductible	\$100,000 (integrates with Basic Accident policy)
Deductible Accrual Period	2 years from date of injury
Catastrophic Injury Extended Benefits:	
Bereavement & Trauma Counseling Home Alteration & Vehicle Modification Disability Benefit Rehabilitation Benefit	\$50 per accident; 20 per accident Up to \$50,000 Up to \$100,000 Up to \$50,000

#### ADDITIONAL CATASTROPHIC POLICY DEFINITIONS:

Catastrophe Cash Benefit: The benefit is payable according to the schedule below.

- For coma \$250,000 (100%)
- For paralysis of two or more limbs (upper and/or lower) \$250,000 (100%)
- For paralysis of one limb (upper or lower) \$125,000 (50%)
- For paralysis of one or more other parts of the body if the insured's paralysis is a part of the body other than a limb, the percentage of the cash benefit used to determine the amount of the benefit will be adjusted in proportion to the extent of the paralysis.

The final determination of the extent of the disability will be made by the insurance company's case management team.

Catastrophe Cash Benefit – If Injury to the Insured results, within 180 days of the date of the accident that caused the Injury, in Paralysis or Coma, the Company will pay a Catastrophe Cash Benefit. The Paralysis or Coma must continue for a Waiting Period of 12 consecutive months and must be determined by a Physician to be permanent and irreversible at the end of that Waiting Period and must result in Disability.



Permanently Totally Disabled/Permanent Total Disability - means that the Insured is permanently unable to perform the material and substantial duties of any occupation for which he or she is qualified by reason of education, experience or training. However, with respect to an Insured for whom an occupational definition of Permanently Totally Disabled/Permanent Total Disability is not appropriate, Permanently Totally Disabled/Permanent Total Disability means, as used in this Rider, that the Insured is permanently unable to engage in any of the usual activities of a person of like age and sex whose health is comparable to that of the Insured immediately prior to the accident.

#### **EXAMPLES OF CATASTROPHIC ACCIDENT POLICY EXCLUSIONS (NOT AN ALL-INCLUSIVE LIST)**

The Catastrophic Accident policy covers only those medical/dental expenses arising out of accidental injuries that occur during covered activities. The policy does not provide coverage for claims arising out of sickness, illness or bodily conditions. In addition, the policy does not cover any loss, fatal or nonfatal, incurred or resulting from the following:

- suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury.
- sickness, disease, or infections of any kind; except bacterial infections due to an accidental cut or wound, botulism or ptomaine poisoning.
- Commission of or attempt to commit a felony.
- · Injury resulting from any declared or undeclared war.
- Full-time active duty in the armed forces, National Guard, or organized reserve corps of any country or international authority.
- participation in any team sport or any other athletic activity, except participation in a Covered Activity, as defined by the policy.
- any condition for which the insured is entitled to benefits under any workers' compensation or similar law.
- the medical or surgical treatment of sickness, disease, mental incapacity, or bodily infirmity whether the loss results directly or indirectly from the treatment.
- the Insured being under the influence of drugs or intoxicants, unless taken under the advice of a Physician.
- Riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such
  vehicle on a track, speedway or proving ground.



### **ACCIDENT CLAIMS INFORMATION**

#### **HOW TO FILE AN ACCIDENT CLAIM**

If you are a current USA Lacrosse member who is injured during a covered lacrosse activity, you may submit a claim form, and instructions on filing the claim, by clicking the following:

• Accident Medical Claim

#### **CLAIM INSTRUCTIONS**

These instructions are noted on the claim submission form per the link above, but please take a look prior to completing the form so that you have all the information you need at hand.

- Excess coverage: Accident medical expenses are covered under this policy on an excess basis, and benefits will only be paid under this plan after your own personal or group insurance (including health maintenance organizations) has paid out its benefits.
  - Please note that you must follow your primary insurance carrier's eligibility criteria (i.e., to be treated innetwork, if required by HMO, etc.) in order for this policy to consider your expenses for payment. If you receive government or state aid insurance (Medicaid, Medicare or other) this insurance may be primary.
- **Usual and customary basis:** Payment under this policy will be made according to usual and customary guidelines. This means that the basis for payment of specific medical or dental services is based on the average cost of that service by region.
  - This policy does not automatically pay for services in full; it pays based on the "usual and customary" fee for that service by zip code region.
- Claim guidelines: You have up to one year from the date of injury to submit a claim form. For claims to be eligible for coverage, you must seek medical attention within 90 days from the date of injury and within 180 days from date of injury for dental treatment.
- Benefit period: This policy is subject to a 104-week eligibility period from date of injury. Medical or dental expenses that are incurred within 104 weeks of the date of injury are eligible for coverage under this policy. Any expenses or treatments that are rendered after the 104-week benefit period will not be covered by this policy unless they are eligible for coverage under the Catastrophic Accident policy.
- Itemized bills are required: You or your medical/ dental providers must submit itemized bills; balance due bills or statements do not provide the information needed to process your claim. Payments will be made to you if the itemized bills indicate that they have been paid. Otherwise, payments will be made directly to the doctor, dentist, hospital or other service provider.
- **Dental bills:** All dental bills must be submitted through your primary insurance's medical or dental plans first before making a claim for dental treatment under this policy. Please have your provider submit an ADA dental claim form with the explanation of benefits (if applicable).
- **Deductible:** Please be aware of the deductible that will be applied to your claim:
  - Youth and High School Players: \$500 per injury
  - o Adult Women Players, Coaches and Officials: \$500 per injury
  - Adult Male Players: \$500 per injury



- USA Lacrosse Certified Coaches and Officials: \$500 per injury
- National Team Members for injuries occurring during National Team practices and events: \$0 per injury
   (For injuries occurring during regular play, the appropriate deductible above applies.)

#### Medical Form Names:

- CM 1500 is the standard form used by providers to show the medical treatments and charges made for each service.
- UB-04 or UB-92 is the standard form used by hospitals to show medical treatments and charges made for services.

#### ACCIDENT CLAIMS SUBMISSION – INSTURCTIONS FOR MEDICAL PROVIDERS

For most efficient coordination of the medical benefits, please review the following:

- 1. Provide the medical provider with your primary health plan information.
  - Primary Payor
  - o ID
  - Group
- 2. Please ask the provider to enter the following information as your excess or 'secondary' coverage.
  - Providers Please submit HCFA/UB Forms and primary health plan explanation of benefits to Secondary/Excess Payor:

A-G Administrators

Attn: USA Lacrosse Claims

PO Box 21013 Eagan, MN 55121

Claims submission email: claims@agadm.com

Fax: 610.933.4122

Claim ID: (if available at the time of submission - A-G will accept claims without this

designation)

EDI Payer: 11370

Claims Inquiry: Customer Service customerservice@agadm.com



### **GENERAL & EXCESS LIABILITY**

#### **GENERAL LIABILITY & EXCESS LIABILITY PLANS**

The USA Lacrosse Liability plans provide coverage for third-party claims and lawsuits arising out of bodily injury and property damage to others, stemming from lacrosse activities and operations. The Liability plans are comprised of two policies: General Liability (the primary layer) and the Excess Liability (excess layer). These coverages round out the insurance benefits of USA Lacrosse's membership insurance program and provide much-needed protection to members in today's litigious society.

Because the Excess Liability policy is written on a "follow-form" basis over the General Liability, it provides the same scope of coverage that the General Liability policy does. Therefore, in this outline, we have combined the two coverages and limits together to give one complete snapshot of the liability protection afforded to members.

Through the Liability plans, USA Lacrosse members are primarily protected for claims and lawsuits arising out of bodily injury and property damage to others, as well as personal injury/advertising injury liability, and products/ completed operations liability. Types of claims typically covered by these policies are:

- · Participant injury.
- · Spectator injury.
- Claims arising out of alleged or actual sexual abuse or molestation. Note that coverage is not provided for those
  accused of abuse, but for civil suits alleging negligence or other claims against the team, league, or others in
  positions of authority.
- Property damage to others (or 3rd parties).
- Claims stemming from operations and activities related to the conduct of games or practices, or from sponsored functions, such as meetings, banquets and fundraisers.
- Personal injury/Advertising injury liability (false advertising, libel, slander).
- Products and completed operations liability, as respects the functions incidental to lacrosse team or league activities (in the sports world, products can include food made for bake sales or concessions).

Who Is Insured for Liability: Currently registered USA Lacrosse members – players, coaches, and officials – are Additional Named Insureds under the Liability policies for the term of their membership. In addition, these policies extend coverage to teams and leagues that require and verify 100% membership registration for players and coaches with USA Lacrosse. 100% registered teams and leagues also have the benefit of covering their board members and volunteers under the Liability policies in the event they are sued as a result of their team/league duties. 100% registered teams/leagues can obtain certificates of insurance naming their fields or facilities as Additional Insureds (at no charge). Similarly, lacrosse camps, clinics and tournaments that require and verify 100% membership in USA Lacrosse are automatically covered for Liability at no additional cost.

Camps and clinics that do not mandate membership may need to procure separate Event Insurance for their camp/clinic. Please contact your USA Lacrosse Regional Manager or Regional Director for additional information.

**Covered Activities:** The Liability policies cover member players, coaches, officials, and assignors if they are injured during the following types of covered Activities:



**Standard lacrosse activities:** Members are covered for scheduled games, practices, tournaments, camps and clinics and "other supervised activities" (as shown in #3 below) provided they are under the direct supervision of a team coach or other officially designated team/league member. No coverage is provided for pick-up games, unsupervised practices, individual workouts/practices or conditioning (going to the field to do your own drills, going for a run, etc.), or "hacking around" with your lacrosse stick in someone's backyard. Members are covered only for the membership category under which they have registered.

Amateur lacrosse – indoors or outdoors: The Liability policies cover lacrosse games or activities held outdoors or indoors, as long as the established rules approved by USA Lacrosse are enforced. For box lacrosse played with dasher boards, USA Lacrosse Box/Indoor rules must be followed. Minor modifications to approved USA Lacrosse field or box rules, such as reduced number of players, field size, boundaries and time – whether indoors or outdoors - will not affect the insurance coverage as long as the modifications do not challenge the intent of the rules or jeopardize player safety.

**TryLax"**, "Bring a Friend", "Celebrate Lacrosse" and similar events: Introductory lacrosse clinics involving some minimal number of non-member participants are also covered under the USAL Member Liability Insurance coverage, if approved by USA Lacrosse, however, non-members are not automatically covered for basic accident medical coverage. Furthermore, such coverage is available for non-members via coordination and approval from USA Lacrosse staff at a nominal cost.

Other supervised activities: Team/league or association meetings, training clinics, banquets and usual, nonhazardous fundraisers, such as bake sales, car washes and other similar, low-risk events are covered. "Hazardous" fundraisers include activities such as bounce houses, hiring petting zoos or hosting concerts, which will need to be individually underwritten and may incur an additional premium. No coverage is provided for any event that includes fireworks.

**Group travel — liability insurance**: The Liability policies do <u>not</u> provide coverage for lawsuits stemming from Group or Individual Travel. There is no auto liability or any other liability coverage for lawsuits arising out of transporting participants. This means that there is <u>no</u> coverage for officials, coaches, parents, players, or volunteers who drive players or others to any lacrosse activity. USA Lacrosse strongly encourages teams who are transporting participants to make certain that the designated drivers and vehicles are properly licensed and fully insured prior to traveling.



# GENERAL LIABILITY & EXCESS LIABILITY COMBINED LIMITS

**Underwriting Insurance Company:** PMA Insurance Group., Blue Bell, PA. PMA is rated "A+ (Superior)" by A.M. Best's rating service.

#### **LIABILITY POLICY LIMITS**

COVERAGE DESCRIPTION	LIMITS/DETAILS		
Limit of Liability per Occurrence	\$6,000,000		
General Aggregate Limit per Location	\$10,000,000		
Products and Completed Operations Aggregate	\$6,000,000		
Personal Injury/Advertising Injury Limit	\$3,000,000		
Sexual Abuse Liability Limit per Occurrence	\$3,000,000		
Sexual Abuse Liability Limit policy Aggregate	\$4,000,000		
Damage to Premises Rented to You	\$1,000,000		
Deductible	\$0		

## EXAMPLES OF GENERAL LIABILITY AND EXCESS LIABILITY POLICY EXCLUSIONS (NOT AN ALL-INCLUSIVE LIST)

- Standard General Liability Exclusions: Communicable Disease, Expected or Intended Injury; Contractual
  Liability; Liquor Liability; Workers' Compensation and Employer's Liability; Pollution; Unmanned Aircraft, Auto,
  Watercraft Liability; War; Damage to Owned Property or Property in your Care, Custody or Control; Damage to your
  Product or your Work; Damage to Impaired Property; Recall Products; Electronic Data; Recording or Distribution of
  Material in violation of Law; and Criminal Acts.
- Other Liability policy Exclusions: Access or Disclosure of Confidential or Personal Information; Designated Products Exclusion (athletic equipment manufactured by you or according to your specifications); Medical Payments to Participants; Employment-Related Practices; Total Pollution Exclusion; Certified Acts of Terrorism; Silica or Silica-Related Dust; Cannabis; Sexually Transmitted Disease; Transportation of Participants; Trampoline Exclusion; Fireworks Exclusion; Punitive Damages Exclusion; Lead Liability Exclusion; Fungi or Bacteria Exclusion.



Please note that General Liability policies do not cover claims alleging "wrongful acts" or "errors and omissions." These types of claims are typically covered under Directors and Officers Liability policies and can include coverage for allegations such as eligibility disputes, wrongful termination or wrongful suspension, discrimination issues, and other matters involving rules interpretation, and First Amendment rights. Please see "Ancillary Insurance Needs" in Section IV.



### LIABILITY CLAIMS

#### **EXAMPLES OF LIABILITY CLAIMS (NOT AN ALL-INCLUSIVE LIST)**

The primary focus of coverage for General Liability policies is to cover claims and lawsuits arising out of bodily injury or property damage to others. Examples of these types of claims are:

- A player is seriously injured (bodily injury) during a game and sues the team, the league and the officials for allowing rough play.
- A spectator gets hit with a ball in the eye (bodily injury) and sues the team and the field owner for not protecting spectators from errant shots.
- The windshield of a car is damaged by an overthrown shot (property damage to others) and the owner of the car submits the bills for repair to the tournament director for payment.
- Players at a camp held on a college campus set a porta-potty on fire (property damage to others) and the college presents the bill to the camp director for payment.

#### WHAT TO DO IN THE EVENT OF A LIABILITY CLAIM, LAWSUIT, OR INCIDENT

If you or your organization are involved in an incident which gives rise to, or could give rise to, a liability claim, or if you receive a legal summons or a letter from an attorney as a result of such an incident, please report this information immediately via the Liability Incident Claim Form at this link: Liability Incident Claim Form.

Legal complaints are time-sensitive matters. Please do not delay in submitting the liability claims information you receive via the Liability Incident Claim Form, along with all supporting materials (police report, incident report, newspaper or internet articles, etc.). WTW will report the claim to the liability insurance company, and Safehold Special Risk will then contact you with information on the claims process and your legal representation.

If you or your team is involved in an incident that may result in a future liability claim, please also complete and submit a Liability Incident Claim Form.

Regardless of if you or your organization receives a legal summons or a letter from an attorney, you should file a Liability Incident Claim Form in the following serious situations:

- If EMS has been called to treat an injured participant or spectator.
- In the event of any serious catastrophic or fatal injury occurring during a lacrosse activity or other sponsored activity.
- For serious damage to the property of others (in excess of \$5,000).

Please keep one copy for your records and submit the other via the Liability Incident Claim Form.

To report Liability Claims or serious incidents, as described above, please use the <u>Liability Incident Claim Form</u> found on <u>www.USALacrosse.com</u>.



### **DIRECTORS AND OFFICERS LIABILITY (D&O)**

### MEMBER BENEFIT FOR USA LACROSSE CERTIFIED COACHES, CERTIFIED OFFICIALS, AND CERTIFIED ASSIGNERS

As a special member benefit for those who successfully complete the USA Lacrosse certification program, certified coaches, officials, and assigners are automatically protected by USA Lacrosse's corporate Directors and Officers Liability (D&O) and Employment Practices Liability (EPL) insurance.

The D&O/EPL policy provides protection for lawsuits stemming from actual or alleged wrongful acts, and errors and omissions in the course of their duties on behalf of USA Lacrosse. This policy provides key protection not covered by the General Liability policy, such as claims arising out of allegations of discrimination, eligibility matters, wrongful termination or suspension, sexual harassment, and other decision-based claims. The policy specifically excludes any claims arising out of bodily injury or property damage (which are covered by the General Liability policy).

This policy is written to cover the individual certified coach, certified official and certified assigner members of USA Lacrosse only. Coverage under this policy does not extend to entities, such as teams, leagues, associations or businesses. Please refer to Section IV: Ancillary Insurance Needs if you need to purchase D&O/ EPL insurance for your team, league or association.

Certified coaches, officials and assigners who belong to local or regional coaches' or officials' associations may also be insured for D&O liability if their association purchases a separate D&O policy. Please check with your association for details.

#### Potential Examples of D&O/EPL Claims

- Eligibility matters, such as a lawsuit stemming from the fact that a player did not make the Select Team, or a claim from a player who was deemed ineligible for an All-Star team due to a coach or official benching the player during a pivotal game, which resulted in a financial loss.
- Discrimination claims against officials, coaches, or assigners alleging discrimination due to gender, age, race, physical ability or disability, etc.
- Wrongful acts, such as negligent hiring or termination practices.
- Sexual harassment (but not sexual abuse, which is considered a bodily injury and is therefore covered under General Liability).



**Underwriting Insurance Company:** Swiss Re Corporate Solutions, rated "A+ (Superior)" by A.M. Best's rating service.

#### **D&O POLICY LIMITS FOR CERTIFIED COACHES, OFFICIALS & ASSIGNERS**

(Automatically included after completing certification)

COVERAGE DESCRIPTION	LIMITS/DETAILS	
Directors and Officers Liability Coverage	\$2,000,000 limit per claim \$2,000,000 aggregate limit per policy term	
Employment Practices Liability Coverage	Included in above limit per claim and aggregate limit per policy term	
Defense Costs	Included within the above limit	
This coverage is written on a claims-made basis.	All claims must be reported during the policy period in order to be eligible for coverage.	



## SECTION IV.

# **Ancillary Insurance Needs**



### **ANCILLARY INSURANCE NEEDS**

#### **ENGAGING A LICENSED INSURANCE AGENT FOR ANCILLARY INSURANCE NEEDS:**

Certain additional insurance coverage may be necessary to address additional risks for a local lacrosse organization that may exist in the operation of lacrosse-related activities, and which are not covered under the USA Lacrosse Member Accident and Liability policies. A few insurance product examples are listed below, and such insurance is recommended to cover the additional exposures.

#### **EXAMPLES OF ANCILLARY INSURANCE NEEDS (NOT AN ALL-INCLUSIVE LIST):**

- **D&O/EPLI Liability** protects local lacrosse organization from claims of "wrongful acts" or "errors and omissions" such as discrimination, eligibility matters and wrongful termination.
- **Crime Insurance** protects local lacrosse organization from financial loss due to theft, robbery, embezzlement, or forgery.
- **Cyber Liability** protects local lacrosse organization from a range of threats and incidents relating to cyber breach and privacy violation.
- Equipment Insurance covers local lacrosse organization sports equipment and office equipment from loss.
- Booster Club Liability provides coverage for typical activities outside of lacrosse play, such as fundraising, meetings, banquets, etc.
- **24-hour Premises Liability** extends liability coverage to fields or facilities for those who are contractually responsible for the premises at all times.
- International Travel Accident provides Accident and Sickness coverage on a 24-hour basis when traveling internationally with teams.
- **Hired/Non-owned Auto Liability** provides automobile liability for vehicles that local lacrosse organization borrows or rents (does not exclude transportation of participants).
- **Event Cancellation** policy provides expense coverage if events are cancelled due to weather or nonappearance.

A local lacrosse organization has the flexibility to procure such coverage as necessary locally through any licensed insurance agent that may be available in the community based on the local lacrosse organization's own preference.

The following insurance agency has satisfied such coverage needs: Please note, the agencies listed below are distinct from the USA Lacrosse Insurance program and local lacrosse organizations are encouraged to search for insurance products and pricing that suit their needs.

Relation Insurance
Jake Spisak
Direct 919-754–4023
Jake.Spisak@relationinsurance.com
https://www.relationinsurance.com/

Diversified Insurance Jon Butwin Direct 410-319-0636 jon.butwin@dii-ins.com https://www.dii-ins.com/



# HOW TO INSURE TEAMS & LEAGUES FOR LIABILITY

An important benefit of membership in USA Lacrosse is the General Liability insurance provided to individual members as part of the USA Lacrosse insurance plan. The liability policy not only covers you individually if you're sued as a result of a lacrosse activity, but can also extend coverage to your team, league, or lacrosse association as an entity. To get this free liability coverage extension to the entity, 100% of your players and coaches must be members of USA Lacrosse.

Because USA Lacrosse registers members on an individual basis, not on a team or league basis, there is no direct way for teams or leagues to "buy into" the liability insurance plan. The only way to insure your team, league, or association for liability coverage is to require 100% membership of your players and coaches (or your officials, if you have an officials' association).

#### WHY IS INSURING TEAMS AND LEAGUES FOR LIABILITY IMPORTANT?

- Teams and leagues are covered by the USA Lacrosse member liability policy in the event of a liability claim or lawsuit. Often, a claimant or plaintiff will only make a claim against the entity itself, and not against individual members. In order to have coverage for defense costs and any judgments, the team or league must be insured for liability.
- Liability coverage for the team and league extends to the **entity's board**, **as well as volunteers** in case they are named in a suit as a result of lacrosse activities. There is no membership category for volunteers or league officers. Therefore, the only mechanism to protect them from liability is via the coverage extension granted to 100% member teams and leagues.
- To sign up for fields or facilities for an event or for a season, you will have to provide the facility owner with a certificate of liability insurance (COI) likely one that names the owner of the fields or facility as an "additional insured." Only 100% member teams and leagues are eligible to obtain certificates of insurance. A team that did not have 100% membership would not be insured for liability through the USA Lacrosse program, and as such, would have to purchase separate liability insurance in order to issue the necessary certificates.
- USAL Member Organizations will need to follow the process described here to request a COI.

#### **HOW TO MEET THE 100% MEMBERSHIP GUIDELINE**

The USA Lacrosse Insurance and Risk Management subcommittee has created this three-step guideline as a safety net for teams and leagues who want the security of liability protection. A 100% registered team, league or lacrosse association shall be deemed to be insured under the USA Lacrosse liability insurance coverage if they follow these steps.

- 1. Adopt a written policy mandating that every player and coach (or every official, for officials' associations) who participates in the organization's activities is a current USA Lacrosse member and that their membership is effective for the entire season.
  - The membership policy should be written into the organization's bylaws or written guidelines.
  - Registration forms or applications should require each participant to provide proof of membership (ID number and expiration date) to be allowed to join any practices, games, or activities.



- 2. **Demonstrate compliance by having a systematic approach** to verify membership before the participant is cleared for any practices, games, or activities.
  - Electronic Management: Manage all membership registrations and verifications electronically through the API partners listed on USA Lacrosseacrosse.com on the Getting Started page of the program Leader Portal. Contact USA Lacrosse's Membership Department for assistance in setting up this program.
  - Manual Management: Team registrar does a preseason check and a midseason check that all
    participants' membership is in force either through the Program Leader Portal on USA
    Lacrosseacrosse.com or by uploading a roster on the Member Validation page of www.USA
    Lacrosseacrosse.com.
  - No player, coach, or official is allowed to participate in activities until he/she has confirmed USA Lacrosse membership.
  - Team registrar maintains copies of all proofs of USA Lacrosse membership and verifies membership through the USA Lacrosse website.
- 3. **For leagues:** Ensure that all teams within the league follow the above steps in order to secure liability coverage for the league as a whole, and for the league board and league volunteers.

NOTE: It is strongly recommended that teams, leagues, and lacrosse organizations submit their rosters to USA Lacrosse for us to have records and that they also maintain their own proof of roster verification until each age group achieves the age of maturity plus three (3) years.



## SECTION V.

## Additional Information



# PROGAM ADMINISTRATOR CONTACT INFORMATION

WTW: Willis Towers Watson Southeast, Inc.

1120 South Tryon Street, Suite 650

Charlotte, NC 28203 www.wtwco.com

**A-G Administrators:** A-G Administrators, LLC

1001 Old Cassatt Road, Suite 300

Berwyn, PA 19312

www.AGadministrators.com

claims@agadm.com

customerservice@agadm.com

610.933.0800

STAFF CONTACT		
Brad Robinson Brad.Robinson@wtwco.com	Senior Client Advocate WTW Sports & Entertainment Practice 317.790.8662	
Kendall Hyman Kendall.Hyman@wtwco.com	Client Manager WTW Sports & Entertainment Practice 980.347.5027	
Daniel Beery affinity@agadm.com	Director A-G Administrators Accident Medical Claims 484-320-7286	

Accident Medical Claim

Liability Incident Claim Form



# USA LACROSSE GUIDE TO THE INSURANCE PROGRAM — DISCLAIMER

The USA Lacrosse Guide to the insurance program is designed as an overview of USA Lacrosse's membership insurance plans that pertain to the play of lacrosse and related activities. The guide is intended for the exclusive use of USA Lacrosse and its members to aid their understanding and to encourage proper usage of the USA Lacrosse insurance program.

Although the guide describes each of the insurance coverages that members receive automatically with membership in USA Lacrosse, it does not provide all terms and conditions of these policy coverages. Only the actual policies can provide that information.

Therefore, if there is any discrepancy in terms, conditions or coverage between the guide and the insurance policies themselves, the terms as written under the actual policies will prevail.

If, after reading through this guide, a member would like to see a copy of the policies, USA Lacrosse requires that the member sign a nondisclosure agreement (NDA) in order to do so. The intent of the NDA is to protect the unique and competitive coverage information that USA Lacrosse has developed in order to provide the best program of lacrosse insurance available in today's market.

**Note:** USA Lacrosse is not an insurance company and does not sell insurance. The insurance policies referenced in this document are purchased by USA Lacrosse for its business operations and coverage is extended to currently registered members as a benefit of membership in the organization (with the exception of fan members and international members, who are not eligible for insurance). USA Lacrosse retains the right to amend or change the terms of these policies and the coverages offered to members at any time, without restriction or notification. Any questions on the insurance program should be directed to USA Lacrosse's insurance program administrator, Willis Towers Watson by email at <a href="mailto:brad.robinson@wtwco.com">brad.robinson@wtwco.com</a>; or visit the <a href="mailto:USA Lacrosse">USA Lacrosse</a> insurance and risk management page.