

Insurance Portfolio Liability Insurance Program Athlete Accident Insurance Program Broker: Shea Butler/Shalom Suniula USI Insurance Services 1-720-543-8803 (Rita Nicholson)

Liability Insurance Program

Insurance Carrier: Everest National Insurance Company Policy Term: January 1 to January 1

Covered Activities:

USA Ultimate related activities sponsored and supervised by a member Club (including instruction, practices, competitions, and demonstrations).

Covered Person:

USA Ultimate member clubs, USA Ultimate member participants, coaches, and officials during sanction events, club practices, club fundraisers

Limits of insurance: General liability – Each occurrence: \$1 million

Aggregate Limit: \$5,000,000 (per event) (other than Products/Completed operations)

Products/Completed Operations Aggregate: \$2,000,000 Personal and Advertising Injury: \$1,0000,000

Fire Damage limit: \$1,000,000

Medical Expense Limit - Excluded

Abuse/Molestation Separate Limit/Aggregate: \$1million/\$2 million

Description of Coverage:

The General Liability Insurance Program provides commercial general liability insurance coverage for liability imposed by law, up to the policy limit. The liability must stem from an occurrence which results in 3rd party bodily injury or damage to property. The Company will provide defense even if the allegations of the suit are groundless, false or fraudulent.

The coverage is broadened by the following extensions:

Contractual liability covers legal liability for Bodily Injury or Property Damage arising from certain written insured contracts relating to your usual operation. All contracts should be reviewed by the Ultimate Players Association prior to being signed.

Participant Legal Liability protects against suits brought by Participants in covered activities. Participants include participants, coaches, officials, managers, staff members, team workers, and game officials who have been granted proper authorization to enter any restricted area(s) both during practices for and while participating in any competition or exhibition sponsored and/or sanctioned by a Named Insured.

Personal/Advertising Injury covers legal obligations for injury to others from: a) false arrest, detention, imprisonment, or malicious prosecution; b) libel, slander, defamation or violation of right of privacy; c) wrongful entry or eviction or other invasion of right of private occupation.



Fire Legal Liability provides Property Damage Liability Insurance of \$1,000,000 for losses arising out of fire to real property rented to or temporarily occupied by the Named Insured with the permission of the owner. This does <u>not</u> take the place of property insurance.

Additional Persons Insured broadens the Named Insured to include member clubs, member participants, coaches and officials during sanction events, club practices, club fund raisers. employees and volunteers for their acts within the scope of their duties related to the conduct of your business.

Policy Exclusions/Restrictions**

1. Bodily Injury or Property Damage expected or intended from the standpoint of the Insured (deliberate acts to injure/damage)

2. Bodily Injury or Property Damage arising out of ownership, maintenance, use or entrustment to others of any auto. (Auto coverage should be provided by the owner's automobile policy. If the auto is rented, it would be necessary to purchase the additional insurance provided by the rental agency; to have previously put a rider on your personal auto policy; or to put the rental car on a type of credit card which automatically provides the user with the necessary insurance).

3. The policy does not apply to any event/activity, workout or organized practice except when scheduled under the direct physical supervision of a coach or staff member approved by the named Insured.

4. Property Damage to property in the care, custody or control of, owned by, rented or leased to an Insured.

5. Product Liability is excluded for sale of equipment manufactured by you or others to your design specifications.

- 6. WAIVERS are required to be signed by all participants. (RESTRICTIONS)
- 7. Pollution-related claims are excluded.
- 8. All asbestos related claims are excluded.
- 9. Liquor liability.
- 10. Decisions made by Directors & Officers
- 11. Stunt Activity, Pyro-technicians/fireworks, performers
- 12. Property owned by clubs.
- ** Note: This is not intended as a comprehensive list of exclusions. Other exclusions may apply.

Umbrella Liability Insurance Program

Insurance Carrier: Everest National Insurance Company **Policy Term**: January 1 to January 1

Covered Activities:

USA Ultimate related activities sponsored and supervised by a member Club (including instruction, practices, competitions, and demonstrations).



Limits of insurance:

Each occurrence: \$5 million Aggregate Limit: \$5 million

Also includes physical abuse or molestation vicarious liability coverage sub-limits: Each abusive conduct limit \$1 million Aggregate Limit: \$2 million

Description of Coverage:

A policy designed to provide protection against catastrophic losses. It generally is written over various primary liability policies, The umbrella policy serves three purposes: it provides excess limits when the limits of underlying liability policies are exhausted by the payment of claims; it drops down and picks up where the underlying policy leaves off when the aggregate limit of the underlying policy in question is exhausted by the payment of claims; and it provides protection against some claims not covered by the underlying policies.

Policy Exclusions/Restrictions**

Exclusion – Alcoholic Beverages

Exclusion – Employee or Worker Injury

Exclusion – Directors & Officers Liability

Exclusion – any and all liability arising out of armed employed security; stunt activity, fireworks, performers, inverted aerial maneuvers, amusement devices, bungee, trampolines, grass skiing, animals, object propelled, rodeo, concert.

** Note: This is not intended as a comprehensive list of exclusions. Other exclusions may apply.

Athlete Accident Insurance Program

Carrier: Everest Reinsurance Company

Program Administrator: AG Administrators

Limits of Coverage:

\$25,000 Sport Accident Medical (first covered expenses must be incurred within 60 days after the covered accident)
\$1,000 Dental
52 week benefit period from date of injury
Written notice within 30 days of injury
Deductible Amount: \$2,500
AD&D: \$10,000
Physiotherapy Benefit: No Limit
Chiropractic Benefit; \$50 per Visit Benefit: \$2,000 Max
DME Benefit: \$1,000
Prescription Drug Benefit: \$1,000
Durable medical equipment \$1,000 maximum per injury

Coverage Description

Pays second to any primary insurance including but not limited to medical insurance provided by employer, individual health insurance policy, or being a dependent under someone's medical insurance.



Hazard Insured against –

Accident which occurs while covered person is attending or participating in a supervised and sponsored activity; or attending a policy holder function.

Policy Exclusions/Restrictions**

Exclusion – Suicide, self-destruction
Exclusion - Sickness, disease or any bacterial infection...
Exclusion – travel or activity outside the U.S.
Exclusion – Participation in any motorized race or speed contest.
Exclusion – Injury caused by contributed to or resulting from use of alcohol, illegal drugs or medicines.
Exclusion – eyeglasses, contact lenses, hearing aids
Exclusion – heart attack, stroke or other circulatory disease or disorder
Exclusion – treatment of a hernia

** Note: This is not intended as a comprehensive list of exclusions. Other exclusions may apply.

Our coverage is intended to supplement existing coverage and act as secondary coverage. We expect all members to carry their own coverage and not utilize USAU coverage as a primary insurance. We do the best we can to update the policy summary on our site to reflect annual changes, but only the policy itself should be used to determine actual coverage.

The information contained in this brochure provides a general summary of the benefits provided. It is not meant to be a complete explanation of all the provisions of the policy or the specific benefits. No coverage is extended and no representations are made by the policy.