



II. INSURANCE PROGRAM SUMMARIES (for USAV Sanctioned Events)



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The insurance summaries in this Handbook are meant only as a general overview of the USA Volleyball insurance programs and should not be construed as a legal interpretation of the insurance policies. Coverage will be subject to the actual insurance policy terms, conditions and exclusions.

GENERAL LIABILITY INSURANCE SUMMARY

EFFECTIVE DATES: September 1, 2021 – September 1, 2022
CARRIER: Arch Insurance Company (American Specialty)

GENERAL LIABILITY COVERAGE SUMMARY

The USAV General Liability insurance program provides legal liability coverage for the Named Insureds (listed below) with respect to claims brought by third parties alleging bodily injury, property damage or personal & advertising injury caused by the negligent acts or omissions of the Named Insureds in connection with Sanctioned or Approved Events (see definition below).

NAMED INSUREDS:

USA Volleyball (“USAV”)
USA Volleyball Foundation
USAV Regional Volleyball Associations (“RVAs”) while acting on behalf of USAV.

USAV registered clubs, but only with respect to Sanctioned or Approved events.

USAV registered coaches, trainers, athletes and officials, while acting in their capacity as such, but only with respect to activities sanctioned or approved by USAV or the RVA. Registered officials are those who have successfully completed the USAV official’s certification program.

USAV registered officials for non-USAV sanctioned volleyball competitions who have paid the appropriate premium and whose names are recorded and on file with USAV.

Event organizers/promoters/event managers while acting in their capacity as such, but only with respect to events sanctioned and approved by USAV or the RVA.

Key Definitions:

“Registered”: Having a current validly completed and executed individual membership form with USA Volleyball (“USAV”) and/or the Regional Volleyball Association (“RVA”).

“Sanctioned or Approved” Event(s): An event USA Volleyball and a Regional Volleyball Association (RVA) has approved or sanctioned as a USA Volleyball event. Events include, but are not limited to, team competitions, practices, sports clinics, or fundraisers conducted or attended as a part of a Sanctioned or Approved Event (including any pre-event setup, the management and operation of the event itself and post-event tear down). For sanctioning to apply, the event must be conducted in accordance with USAV/RVA rules and regulations, SafeSport requirements, membership requirements, waiver requirements, etc.

**No coverage will apply for RVAs and RVA clubs for events conducted in which all participants are not registered with USAV, except for non-sanctioned fundraising activities, and sanctioned events with foreign players who are registered with USAV and/or the RVA for that event or events.*

ADDITIONAL INSUREDS:

Other parties may be included as Additional Insureds under the USAV General Liability insurance program as required by written contract or agreement with respect to Sanctioned or Approved Events.

GENERAL LIABILITY LIMITS OF INSURANCE:

Each Occurrence*	\$1,000,000
General Aggregate (other than Products-Completed Operations)*	\$5,000,000 Per Event
Personal Injury and Advertising Injury	\$1,000,000 Any One Person or Organization
Products-Completed Operations	\$5,000,000
Damage to Premises Rented To You (30 consecutive days or less)	\$1,000,000 Any One Premises (subject to a \$5,000 deductible per claim)
Medical Expense Limit	Excluded (<i>provided by Participant Accident policy</i>)
Participant Legal Liability	Included in Each Occurrence and General Aggregate policy limits
Abuse-Molestation	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Non-Owned Sports Equipment in your Care, Custody or Control	\$5,000 Per Occurrence \$25,000 Aggregate Subject to a \$1,000 deductible per claim

* An Umbrella/Excess Liability policy provides an additional \$5,000,000 each occurrence and \$5,000,000 General Aggregate (Per Event) excess of, and on a following form basis to, the primary General Liability limits of coverage except for a sublimit of the Abuse & Molestation coverage at \$1,000,000. The aggregate limit for this Umbrella/Excess Liability policy applies separately for each Sanctioned or Approved Event.

KEY GENERAL LIABILITY COVERAGES:

The USA Volleyball General Liability policy provides coverage for those sums that the Named Insureds become legally obligated to pay as damages because of claims brought by third parties alleging bodily injury, property damage, personal or advertising injury caused by the acts or omissions of the Named Insureds in connection with Sanctioned or Approved events. Key coverage elements include the following:

Bodily Injury Liability: protects the Named Insureds against claims brought by third parties alleging Bodily Injury caused by the negligent acts or omissions of the Named Insureds. "Bodily Injury" includes bodily injury, mental anguish, emotional distress, shock, mental injury, humiliation, sickness, or disease sustained by a person, including death resulting from any bodily injury, sickness or disease. Coverage is included for the use of "reasonable force to protect persons or property."

Premises Liability: protects against liability for Bodily Injury caused by failure to maintain safe, secure and properly maintained premises. Slip-and-fall and trip-and-fall accidents are the most common premises liability claims.

Participant Legal Liability (for participants in athletic or sports activities): provides coverage for claims brought by "participants" (such as players, coaches, officials and volunteers) in any Sanctioned or Approved Event.

Spectator Liability – provides coverage for claims brought by spectators attending any Sanctioned or Approved Events. Common claim scenarios include slip-and-fall claims, hit by object (such as a volleyball), etc.

Damage to Premises Rented to You (i.e. Named Insureds): provides coverage for damage to premises (including the contents of such premises) rented to the Named Insureds for use in connection with any Sanctioned or Approved Event. Coverage is subject to a \$1,000,000 limit and only applies to premises rented for a period of 30 consecutive days or less. This coverage is excess insurance over any part of any other insurance that provides coverage for property damage to said premises.

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

Products Liability: protects the Named Insureds against liability for bodily injury or property damage as a consequence of some defect in a product sold or manufactured by a Named Insured. An example of a products liability claim would include a food poisoning claim from food & beverage concessions sold by a Named Insured at a Sanctioned or Approved Event.

Host Liquor Liability: protects the Named Insureds against liability arising out of the service of alcohol on a complimentary basis during a Sanctioned or Approved Event (such as a function). The laws vary by state, but most provide that a party which serves alcoholic beverages is liable for injury or damage caused by an intoxicated person if it can be established that the party serving the alcohol caused or contributed to the intoxication of the person. *[Note: The USA Volleyball General Liability program does NOT provide coverage for liability arising out of the sale of alcoholic beverages. If alcohol is going to be sold during any Sanctioned or Approved Event, the party selling the alcohol or anyone receiving proceeds from the sale of alcohol will need to secure an appropriate liquor license and carry Full Liquor Liability coverage.]*

Incidental Malpractice Liability – protects the Named Insureds for liability arising out of rendering or failure to render certain professional health care services, such as first aid care or “Good Samaritan” medical services rendered in an emergency and for which no remuneration is demanded or received.

*[NOTE: A separate Event Medical Professional Liability insurance program is available which provides primary coverage for volunteer or contracted physicians and other healthcare providers providing services in connection with any Sanctioned or Approved Events. Coverage is only provided for USA Volleyball sanctioned events that have submitted the required enrollment form and remitted the required premium to USA Volleyball. Participation in the program is voluntary for each event. Please contact Jennifer Rains at EPIC Entertainment & Sports at 678-904-5305. [**THIS PROGRAM IS CURRENTLY SUSPENDED DUE TO THE COVID-19 PANDEMIC.**]*

Drug Testing Liability: protects the Named Insureds for liability arising out of any drug testing program sponsored by USA Volleyball, provided the drug testing program is conducted in accordance with the policies and procedures of the United States Olympic & Paralympic Committee (USOPC) Doping Control program and administered by the Anti-Doping Policy of the U.S. Anti-Doping Agency (USADA) and in adherence to any requirements of the World Anti-Doping Agency (WADA) and the Federation International de Volleyball.

Communicable Disease coverage: the policy is NOT subject to any exclusion for claims alleging that someone contracted COVID-19 while a participant or spectator at any Sanctioned or Approved Event.

Abuse & Molestation Liability: the policy protects the Named Insureds for liability arising out of any claims alleging sexual abuse or molestation of a minor in the care, custody and control of any Named Insured which first occurred during the policy period. Coverage is included for "Negligent employment" arising out of alleged or actual negligence in the employment, investigation, supervision, training or retention in employment or volunteer status, of any person for whom the Named Insured is or was ever legally responsible for any actual or alleged abusive conduct.

Worldwide Coverage Territory: the policy contemplates coverage for covered claims against a Named Insured arising out of a Sanctioned or Approved Event brought anywhere in the world (with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America).

NOTABLE GENERAL LIABILITY EXCLUSIONS

The USA Volleyball General Liability insurance policy does NOT provide coverage for the following:

- Auto Liability & Physical Damage claims arising out of the ownership, maintenance, use & operation of a vehicle.
- Aircraft Liability claims arising out of the ownership, maintenance, use & operation of an aircraft (including drones).
- Workers' compensation & employer's liability, unemployment compensation or disability benefits law claims.
- Employment Related Practices.
- Liquor Liability arising out of the sale of alcoholic beverages.
- Intentional Acts for bodily injury or property damage expected or intended from the standpoint of a Named Insured (*Note: this exclusion does NOT apply to "bodily injury" resulting from the use of reasonable force to protect persons or property*)
- Player/Athlete vs. Player/Athlete claims for claims or actions brought by one player/athlete against another player/athlete. This exclusion does not preclude coverage for the other Named Insureds.
- Nuclear Energy Liability Exclusion
- Pollution claims arising out of any actual, alleged or threatened discharge, dispersal, release or escape of Pollutants.
- War claims arising out of any loss due to war, whether or not declared, civil war, insurrection, rebellion or revolution.
- Asbestos Liability.
- Fungi or Bacteria.
- Lead Contamination.

PARTICIPANT ACCIDENT EXCESS MEDICAL INSURANCE COVERAGE

EFFECTIVE DATES: September 1, 2021 – September 1, 2022
CARRIER: QBE Insurance Corporation (A-G Administrators)

The Participant Accident Excess Medical insurance program provides coverage for loss resulting directly from injury to members while participating in an approved or sanctioned event. Coverage does not include loss from pre-existing conditions or competing in non-sanctioned events. The coverage extends from the start through the completion of the event, including direct designated group travel to and from the event.

The Medical policy provides up to \$25,000 of excess accident medical coverage for expenses incurred within 52 weeks of the date of the accident. Written proof of loss by the Insured is required within 90 days or as soon as is reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity. The policy provides coverage against loss in **excess** of coverage provided under other valid and collectible medical insurance and is subject to a \$250 per claim deductible. If no other collectible medical insurance is available, the loss is subject to a \$1,000 deductible.

If injury to the member athlete requires treatment by a legally qualified physician or confinement in a legally constituted hospital, or employment of a trained nurse, x-ray, or ambulance services, and if the first expense of such treatment is incurred within 90 days of the date of the accident, the insurance company will pay the usual and customary expense incurred up to \$25,000, subject to the appropriate deductible and any other collectible insurance.

DEFINITION OF PARTICIPANT: All registered athletes, coaches, trainers, volunteers, committee members, and officials while functioning on behalf of and/or while participating in a covered event sanctioned or approved by USA Volleyball.

DESCRIPTION OF ACTIVITY: Participating in regularly scheduled volleyball competitions/events sponsored, sanctioned and supervised by the policyholder; During practice sessions for such competitions/events; During pre-event and post event activities which include, but are not limited to award banquets, award ceremonies and clinics that occur within one day (24 hours) of the covered activity;

Coverage is also included for non-sanctioned volleyball related activities for certified officials who meet extended coverage criteria.