

USA Diving GENERAL LIABILITY PROGRAM SUMMARY OF INSURANCE

Effective 1/1/2023 – 1/1/2024



Named Insureds:

The following parties are included as Named Insureds under the USA Diving General Liability policy: USA Diving, Inc.; United States Diving Foundation, Inc., and each of their Respective Officers, Directors, Employees and Volunteers; USA Diving Member Clubs, Event Directors, Officials, Coaches, (which include independently contracted USA Diving member coaches acting in their capacity as such on behalf of another USA Diving member coach), Trainers, Volunteers, and Individual Athlete Members, but only while acting in their capacity as such with respect to activities and events explicitly approved by USA Diving.

Covered Activities:

Sanctioned events and approved activities include:

1. Diving athletic competition, insured event set up and tear down periods, concession sales at insured events, ancillary events held in conjunction with insured events and customary ancillary activities (such as registrations, warm-up and pre-event instructions, occasional fundraising events, awards banquets/ceremonies/expositions, and planning sessions) that are organized, sponsored, sanctioned or approved by USA Diving.
2. USA Diving member club sponsored and supervised activities such as practices properly registered with USA Diving and other approved club activities that are common to USA Diving member clubs.

Coverage Summary:

The USA Diving General Liability policy provides coverage for the Named Insureds against liability claims brought by third parties alleging bodily injury, property damage, personal or advertising injury arising out of premises, operations, products and completed operations of the Named Insureds in connection with Covered Activities.

- Premises Liability
- Event Liability
- Participant Legal Liability
- Spectator Liability
- Third Party Property Damage Liability
- Host Liquor Liability (complimentary serving only)
- Drug Testing Liability
- Additional Insureds (as requested and approved)

Underwriting Company:

Accredited Surety and Casualty Company, Inc.
A.M. Best Financial Rating: A- (Excellent) Financial Size Category: IX (\$250 Million to \$500 Million)

General Liability Limits:

Each Occurrence:	\$2,000,000
General Aggregate Limit Per Event:	\$4,000,000
Products-Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury:	\$2,000,000
Damage to Premises Rented to You (>30 days):	\$2,000,000
Participant Legal Liability:	\$2,000,000
Deductible:	\$0

**An Excess Liability policy provides an additional \$3,000,000 in coverage for each occurrence and in the aggregate. This coverage is excess of and on a following form basis to the primary General Liability coverage.*

How to Request a Certificate:

Certificates of Insurance for Sanctioned Events and Club Practices may be requested by submitting a *Certificate of Insurance Request Form* which can be obtained online by clicking [here](#).

Please request Certificates of Insurance only for those third parties who require them and have a direct relationship with your event/practice.

How to File a General Liability Claim:

Whenever an injury, property damage or other accident occurs during a USA Diving covered activity, an Incident Report Form should be completed and submitted to the National Office:

USA Diving
1060 N. Capitol Ave., Suite E310
Indianapolis, IN 46204
PH #: (317) 237-5252
Fax #: (317) 237-5257

Incident Report forms can be obtained online by clicking [here](#).

If you are aware of an incident that may give rise to a liability claim under this policy 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 to USA Diving.

This summary is only a brief description of the coverage terms and conditions for the USA Diving General Liability policy. This summary in no way affects or alters the scope of coverage provided.

What is covered under the USA Diving General Liability policy?

The USA Diving Commercial General Liability policy provides coverage for those sums that the Named Insureds (Clubs and Event Organizers) 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 USA Diving sanctioned competitions, registered club practices, or other approved events.

The following are a few of the key coverage areas:

Bodily Injury Liability

Protects the Named Insureds against claims brought by third parties alleging bodily injury or death caused by the negligent acts or omissions of the Named Insureds. The USA Diving General Liability policy excludes coverage for medical expenses, since bodily injuries to USA Diving members participating in a sanctioned event or registered club practice are covered under USA Diving's Participant Accident Medical policy.

Property Damage Liability

Protects the Named Insureds against claims brought by third parties alleging damage to or loss of use of tangible property caused by the negligent acts or omissions of the Named Insureds. All Commercial General Liability policies contain exclusions for damage to property in the insured's care custody and control. Therefore, diving equipment or other property used in connection with a sanctioned event or registered club practice would not be covered in the event of loss or damage. The policy will respond to third party property damage claims caused by use of the equipment, but not to the equipment itself.

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.

Participant Legal Liability

Protects the Named Insureds against claims brought against that insured for "bodily injury" to a "participant" while practicing for or participating in any USA Diving sanctioned event or registered club practice.

Products-Completed Operations Liability

Protects the Named Insureds against liability for bodily injury or property damage as a consequence of some defect in a product sold, manufactured, handled, distributed or disposed of by a Named Insured. An example of a products liability claim would include a food poisoning claim from concessions sold by a Named Insured at a sanctioned event or registered club practice.

Premises Liability

Protects against liability for bodily injury caused by failure to maintain safe, secure and properly maintained premises. Regardless of how or why a person enters a property, property owners may be held liable if injury occurs. Slip-and-fall and trip- and-fall accidents are by far the most common claims in premises liability lawsuits.

Drug Testing Liability

Provides Personal & Advertising Injury coverage for liability arising out of any drug testing program sponsored by USA Diving, provided the testing is conducted in accordance with United States Anti-Doping Agency policies and procedures.

Host Liquor Liability

Protects the Named Insureds against liability associated with serving alcohol on an informal, complimentary basis to adults of legal drinking age. 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. If alcohol is going to be sold, the party selling the alcohol will need to secure an appropriate liquor license and carry Liquor Liability coverage.

USA Diving General Liability – Questions & Answers

Q: Do I need a Certificate of Insurance to be covered under the USA Diving General Liability policy?

No. USA Diving, Inc., its member clubs, event organizers, event directors, officials, coaches, trainers, volunteers and individual athlete members, but only while acting in their capacity as such, are *automatically insured* through this program with respect to activities and events explicitly approved by USA Diving. A certificate of insurance can be issued showing your organization as a Named Insured with respect to sanctioned competition, registered club practice, or other approved events. However, certificates are normally issued as proof of insurance to third parties showing that the club/event organizer has coverage with respect to events sanctioned by USA Diving.

Q: What can be sanctioned by USA Diving?

USA Diving sanctions diving competitions which comply with USA Diving's rules and regulations and for which an appropriate sanction application has been submitted and approved by USA Diving. For more information regarding sanctions, please refer click [here](#) or contact the USA Diving national office. USA Diving also "registers" practices of Member Clubs. Both sanctioned competitions and registered club practices are covered under this insurance policy.

Q: How do I request a Certificate of Insurance?

Please click [here](#) or contact the USA Diving national office.

Q: Can a third party be covered by this insurance?

Yes. Third parties having an insurable interest may be named as an "Additional Insured," but only with respect to the acts or omissions of the Named Insureds in connection with USA Diving sanctioned competitions, registered club practice, or other approved events. Examples might include event sponsors, owners, facilities, etc.

Q: Is coverage provided for Home Based Facilities?

No. Specifically excluded from sanctioned events are club practices held at a home-based facility.

Q: Does the USA Diving General Liability policy provide coverage for lawsuits filed by one participant against another participant?

No, this is excluded under the policy. However, if the Club/Event Organizer or USA Diving were also named in the lawsuit, the USA Diving General Liability policy would respond on behalf of the Club/Event Organizer and USA Diving.

Q: Should I provide a vendor/contractor (such as a concession stand operator) with a certificate of insurance naming the vendor/contractor as an Additional Insured?

Vendors and contractors should carry their own General Liability insurance to cover their negligent acts and omissions. Event organizers should not be liable for the actions of anyone contracted to provide goods and services in connection with sanctioned competitions, registered club practice, or other approved events. These contracted parties should be required to provide a certificate of insurance as evidence of their own General Liability coverage with the certificate naming USA Diving, Inc. and the club/event organizer as Additional Insureds. If the vendor provides a certificate in favor of USA Diving, then a reciprocal certificate may be provided to the vendor.

Q: Is there coverage for damage to equipment and other personal property used by the club/event organizer in connection with a sanctioned competition, registered practice, or approved event?

No. General Liability policies do not cover damage to personal property in the care, custody and control of the Named Insureds. It does not matter whether the equipment and personal property is owned, leased, rented or borrowed from others for use during the event....**NO COVERAGE APPLIES.** The owners of any equipment or personal property to be used in connection with a sanctioned competition, registered practice, or approved event should be made aware of this fact prior to the event (so that the owners can make sure that appropriate property insurance or similar coverage is in effect).

Q: Does the USA Diving General Liability policy provide coverage for lawsuits brought against the Organizer by a participant who was injured in a USA Diving sanctioned competition, registered practice, or approved event?

Yes, depending upon the nature of the claim and subject to applicable policy terms and conditions, coverage is contemplated for Participant Legal Liability exposures.

Q: Our Diving club uses trampolines for training. Are we covered for liability arising out of use of these trampolines?

Yes, but only during the registered and approved practices of a USA Diving Member Club.

Q: Our diving club uses an overhead spotting apparatus for our one-meter springboard over the water. Are we covered for liability arising from the use of this apparatus?

Yes, but only during the registered and approved practices of a USA Diving Member Club. The diver in the belt must be a current USA Diving Athlete Member and the coach pulling rope must be a current USA Diving Coach Member.

Additionally, the overhead spotting apparatus must meet the specifications and guidelines as indicated in the current U.S. Diving Safety Manual.

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