

USA BOXING

INSURANCE PROGRAM





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USA BOXING'S INSURANCE PROGRAM

USA Boxing, Inc.'s (USA Boxing) participant sports accident insurance policy is with Federal Insurance, a member of the Chubb Group of Companies. The policy is in effect from January 1 through December 31 of each year. Complete information on claim filing procedures and claim forms are provided in this issue. **Please read all information** contained in this brochure in order to be well informed and able to answer questions from your membership. Following the recommended procedure will ensure accurate and prompt payment of eligible claims.

All sports accidents must be reported on the **Injury Report Form**. A hospital or physician's standard claim form alone is not acceptable. Please dispose of all your outdated insurance booklets, claim forms and LBC Officers Affidavits to ensure that there is no misunderstanding or confusion concerning our current participant sports accident program.

The following is a brief description of the Insurance Program. This is not the insurance contract. The master policy is the only contract under which benefits are paid. The policy is kept at USA Boxing's Headquarters as the policyholder and will not be distributed.

Please Read Carefully

ATHLETE AND NON-ATHLETE (PARTICIPANT) SPORTS ACCIDENT INSURANCE PROGRAM

USA Boxing provides excess participant sports accident insurance through Federal Insurance, a member of the Chubb Group of Companies that covers USA Boxing's **registered athletes and non-athletes, whose premium has been paid and whose names are on file at USA Boxing's Headquarters Office**. The coverage for both athletes and non-athletes is the same.

USA Boxing also provides AD&D (Accidental Death and Dismemberment) coverage for registered athletes and non-athletes participating in USA Boxing sanctioned events, to include national and international boxing competitions.

Eligibility

All registered athletes and non-athletes of USA Boxing are eligible for coverage. Sports Accident coverage is also provided for coaches, managers, trainers, chaperons, and officials who are registered with USA Boxing while participating in USA Boxing sanctioned events and organized practices only.

DEFINITION OF ORGANIZED “PRACTICE” AND “SANCTIONED EVENT”

“Organized Practice” means participation in practice that is scheduled by USA Boxing, under the direct supervision and direct sponsorship of the coach or manager of USA Boxing.

“Sanctioned Event” means a club-sponsored show, local, regional, or national championship, held in the United States that is sponsored by USA Boxing.

Effective Date: Coverage will not be effective for any person until he/she is a registered member of USA Boxing.

Description of Coverage: Coverage is excess and provided for **registered** athletes and non-athletes against accidents in the course of participating in USA Boxing sanctioned events and organized practices scheduled by the Policyholder, under the **direct supervision** and direct sponsorship of a coach or manager of the Policyholder. The benefits provided under this plan are payable **after** any other insurance, which may be in effect at the time of the accident, has been exhausted.

Benefits will be payable up to the amount shown below or to the end of the **52-week period following the date of the accident**, whichever occurs first. Benefits will be paid at the rate that is Reasonable and Customary.

Note: Care and treatment **must** start within **30 days** after the accident happens.

Injuries to the head and face will be covered only if the athlete was wearing a mouthpiece and headgear at the time of the accident.

Sanctioned Competition Insurance Coverage

In order to comply with Article I of USA Boxing's Official Rules, participant accident insurance coverage up to \$25,000 for medical, surgical and hospital care is provided for all registered members participating in local, club, local boxing committee (LBC), national and international boxing sanctioned competitions.

Benefits

- Practice and Sanctioned Event Coverage:
- Accidental Death Benefit Amount -- \$10,000
- Accidental Dismemberment Benefit Amount -- up to \$10,000
- Accident Medical Expense Benefit Amount (Practice) -- up to \$ 25,000
- Accident Medical Expense Benefit Amount (Competition) -- \$25,000
- Accident Medical/Dental Expense Deductible Amount Individual pays first \$1,000 if they have primary medical insurance coverage and \$2,500 if they do not have primary medical insurance USA Boxing pays up to \$10,000 out of pocket
- Maximum Dental Limit (Sound Natural Tooth-Excess) included in maximum medical benefit

NOTE: This coverage is secondary to any other medical coverage that the individual has and requires a \$1,000.00 deductible payable by the injured party who has primary medical coverage and a \$2,500.00 for those without primary medical insurance.

NOTE: This is not a Workers Compensation policy and does not pay loss of wages due to a boxing injury.

Exclusions

This policy does not cover any loss resulting from the causes listed below:

1. Assault & Battery.
2. Any accidental injury not sustained in practice or competition.
3. Expenses for which the insured person is entitled to benefits under any work s compensation act, any mandatory no-fault automobile insurance contract or mandatory basic reparations benefit of no-fault.
4. War, or any act of war.
5. Pregnancy, childbirth, miscarriage or complications arising therefrom.
6. Suicide, intentionally self-inflicted injury or voluntary self-destruction or any attempts thereat, while sane or insane.
7. Hernia.
8. Injury resulting from a pre-existing condition (provided it was known by the Insured Person).
9. An accident occurring elsewhere than the premises location designated or any other time except during a Covered Event. *)
10. **Treatment to the teeth**, except as a result of an accidental injury to sound natural teeth.
11. Services or treatment rendered by a physician, nurse, relative or any other person employed or **retained** by the **Policyholder**.
12. Replacement of eyeglasses, eye examination for the correction of vision or fitting of eyeglasses.
13. Dentures, uniforms, helmets and the like.
14. **Pre-existing conditions.**
15. Illness, disease, medical or surgical treatment thereof, bodily infirmity or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound.
16. **Definition of Covered Event:** The usual activities and covered travel to and from such covered activities which can include sanctioned competition, practice, which constitute a usual covered activity for which an insurance premium has been paid.
17. **Covered Travel** means organized, supervised group travel as authorized by the Policy holder directly to and from a covered event.

INTERNATIONAL CLUB/ GROUP MEMBER EXCHANGE

Inside the U.S.

When inviting a foreign team to the U.S. to participate in a club/group member exchange, **it is mandatory that the foreign delegation be covered** with adequate medical and travel insurance. Policies and Procedures for International Club/Group Member exchanges are listed in the appendix of this brochure and can also be found in USA Boxing's Official Rules. The policies and procedures explain how to obtain coverage for foreign teams under USA Boxing's Foreign Athlete Policy. The local club team will have the mandatory participant accident coverage under the sanctioned competition insurance when competing in the U.S.

Outside the U.S.

When taking a local club team to a foreign country, excess **medical and travel insurance must be provided for the team.**

CLAIMS AND CLAIM REPORTING PROCEDURE

General Information

A supply of Injury Report forms has been distributed to each LBC. There will be no favorable action on a claim until the insurance company receives all the necessary information.

USA Boxing's insurance carrier is Federal Insurance, a member of the Chubb Group of Insurance Companies.

Procedure for Reporting Claims

1. **Claims must be filed within 30 days** from the date of injury or as soon as is reasonably possible. This does not mean that all of the medical bills must be submitted within that time frame.
2. **Claim forms may be found on our website via this link:** <https://www.teamusa.org/USA-Boxing/Rulebook/Forms-and-Documents/Insurance-Forms>
3. When completing the form, give an accurate description of the injury and how it occurred. For example, "right shoulder" is not enough. A description such as "fell and fractured right shoulder in third round" is much better. **The date of the accident must always be given. The athlete or non-athlete's membership number and social security number must always be given.**

4. **Submit all bills** (itemized superbills) to the USA Boxing. Be sure to keep all bills pertaining to a particular individual stapled together.
5. If any portion of the medical bills is not paid by the athlete's personal insurance, a claim Attach the Explanation of Benefits from the other insurance, showing exactly what amounts were paid and the unpaid balance. The claims filing procedure described in this section must be followed. **Each Injury Report must be signed by an official who was witness to the injury.** IMPORTANT NOTE: Care and treatment must start within 30 days after the accident happens.
6. Payment will be made **directly to the provider of service** (i.e., doctor, hospital etc.). Remember: **the policy has a \$1,000 deductible if you have primary medical insurance and a \$2,500 deductible in the absence of primary medical insurance** and the injured party must pay this.
7. Be sure to submit itemized medical bills, not statements that only show a balance due. The insurance company must know what services it is paying for.
8. Be sure the athlete signs the claim and, if the athlete is under 18, a parent or legal guardian must sign it.
9. The Injury Report must be filled out completely, along with the Claim Form. Claim forms may be obtained by calling USA Boxing. All requested information **must** be provided, including exact date of injury and complete description. (i.e., fell and fractured right arm in third round of bout). The individual that can verify the boxing injury must sign the injury report.
10. All bills for this accident should be included with the form. **Once the claim form has been completely filled out, then mail, fax or scan claims and bills to USA Boxing's headquarters.**
11. USA Boxing will file the claim with the insurance carrier.
12. An **Incident Report** must be filled out for each injury that occurs in competition or practice and kept in the LBC files, and headquarters.

Termination of Coverage

The insurance of any covered person shall immediately terminate on the earliest of the following dates:

1. On the date the master policy is terminated;
2. On the date the covered person ceases to be an eligible member of the policyholder for insurance, under the master policy.

Following these instructions will expedite the handling of claims and insure prompt payment of eligible claims. A claim is normally paid within 45 days after the **insurance company receives complete information.**

If the insurance company writes to the athlete, asking for additional information, please **respond promptly**. The claim will not be considered until complete information is received.

Claims should be filed as soon as an injury occurs, but **not later than 30 days after the date of injury** or **as soon as** reasonably possible.

To follow up on a claim or if you have questions regarding the claims filing procedure, you may contact:

Claudia Douglas USA Boxing 1 Olympic Plaza Colorado Springs, CO 80909

Phone: 719-866-2777 FAX: 719-866-2132 cdouglas@usaboxing.org

USA Boxing's General Liability Policy

USA Boxing provides its membership with general liability coverage for bodily injury and property damage claims arising directly from its operation as the National Governing Body for amateur boxing. All LBCs, member clubs, registered athletes, officials, coaches and administrators are afforded coverage while acting for or on behalf of USA Boxing.

It is important to note that the insurance applies to USA Boxing **sanctioned** competitions and **organized** practices at which a coach, manager or trainer is physically present. If an individual club has its own facilities or participates outside of USA Boxing sanctioned matches, it is important that they obtain separate liability insurance coverage

All participants (athletes, coaches, officials MUST be registered with USA Boxing.)

Below is a description of USA Boxing's general liability policy.

LIABILITY INSURANCE SUMMARY

Insurance Carrier: State National Insurance Company

Policy Period: January 1 – December 31

Who is Covered: United States Amateur Boxing Inc. (USA Boxing); USA Boxing Local Boxing Committees; USA Boxing registered clubs, USA Boxing Group Member Organizations, registered athletes and non-athletes.

Coverage Starts: On the day of registration and expires when the policy expires (December 31)

Limits of Coverage:	General Aggregate Limit	\$5,000,000
	Products -- Completed Operations Aggregate	\$1,000,000
	Personal and Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$2,000,000
	Participant Legal Liability Aggregate	\$1,000,000
	Neurodegenerative Injury Occurrence	\$1,000,000
	Neurodegenerative Injury Aggregate	\$1,000,000
	Sexual Abuse and Molestation, each occurrence	\$1,000,000
	Sexual Abuse and Molestation, aggregate	\$2,000,000
	Damages to Premises	\$1,000,000
	Medical Expense Limit (any one person)	Excluded

Deductible: None

Definition of Participant: The term participant shall include all personnel who have been granted proper authorization to enter any restricted area(s).

Restricted area(s) shall include those areas which are occupied by participants and to which access by the general public is restricted or prohibited.

What are the Benefits: Potential Liability Claims Arising out of the following:

1. Sanctioned and supervised activities necessary or incidental to conduct of practice and competition.
2. Liability assumed under contracts.
3. Libel, slander, defamation of character, wrongful eviction; and invasion of privacy (as long as the club is not a for profit entity)
4. Host Liquor Liability.
5. Advertising injury.
6. Fire Legal Liability.
7. The protection afforded includes the legal liability for injury or death of athletes

Notable Exclusions:

1. Property in the care, custody and control of the insured, i.e. personal property of the athletes, non-athletes.
2. Injury or death of an employee.
3. Athlete vs. Athlete claims.
4. Amusement Devices, such as dunk tanks, etc.
5. Fireworks.

6. Property damage to animals.
7. Intentional acts.
8. Tough Man, Kick Boxing and Martial Arts related events or practices.
9. All auto exposures
10. Medical no-fault payments
11. Coverage is for negligence only of the insured parties

The above is only a very general reference to what coverage(s) the insurance policy provides and is not intended to attempt to describe all of the various details of the coverage.

Claims and Potential Claims: Remember, our annual premium cost in the future for this coverage is going to be directly related to our experience record on liability claims/payments. This is not an accident or health policy; it is a liability policy to protect the aforementioned entities from liability claims in case of lawsuits or potential negligence. It is important that USA Boxing and the insurance company be made aware of any potential liability claims immediately. If something occurs at a sanctioned event, which might make any of the covered entities liable for some type of damages, then you should report the facts and circumstances immediately. Accident/Incident Report Forms are available on our website via this link: <https://www.teamusa.org/USA-Boxing/Rulebook/Forms-and-Documents/Insurance-Forms>

The sooner an incident is reported, the better the chances of preventing it from becoming a lawsuit. Never admit any liability to parties involved or give any details on our coverage (limits, etc.).

IN THE EVENT OF AN OCCURRENCE...

1. Collect as much information as possible with respect to time, place, circumstances, names and addresses of the injured and witnesses.
2. Report the incident and information you were able to obtain to the insurance company and USA Boxing's Headquarters office **immediately**.
3. **Do not -- REPEAT -- do not** admit any liability to anyone.
4. Most important -- **do not talk** to anyone about the incident, except the authorized claims representative of OUR insurance company and the Headquarters office.

INSTRUCTIONS FOR REPORTING OCCURRENCES

What to Report:

1. OCCURRENCES involving athletes
 - Unexpected results from medical management of injury or illness prolonged unconsciousness
 - Severe injury or disfigurement
 - Athlete or family anger with injury-producing situations
2. OCCURRENCES involving non-athletes
 - Any injury or property damage associated with sanctioned event or activity
 - Any anger with non-injury "insult" (e.g., invasion of privacy, defamation of character, etc.)
3. CLAIMS
 - Any demand for compensation
 - Any contact by an attorney
 - Any threat of retaining an attorney
4. SUITS
 - Any legal notice served on the organization or person associated with the organization.

When to Report:

IMMEDIATELY! If a typical occurrence, send completed Incident Report form by mail, fax or email. If a severe occurrence, claim, or suit, call first and then mail, fax or email the information. **ALWAYS** consult with USA Boxing's Headquarters **before** any contact with a **claimant's attorney**.

Where to Report:

USA Boxing Attn: Lynette Smith 1 Olympic Plaza Colorado Springs, CO 80909

Phone: 719-866-2311 FAX: 719-866-2132

Supervise all activities

Have **written procedures** that are commonly known by all participants (review the USA Boxing Risk Management Guide)

Develop a safety **checklist** for events. Appoint a safety inspector. If your LBC does not have a safety committee, you may want to consider forming one. Have on hand and refer to USA

Boxing's Risk Management Guide.

Have any individual, who is transporting athletes or members of the team, fill out and sign a **Driver Information Form**, providing information on his driving record, current drivers license, etc. (Sample form can be found in the back section of this brochure).

Inspect equipment and facilities regularly. Make repairs immediately.

Instruct your athletes that they should report any symptoms of injury or other distress.

Keep **written** records of complaints.

Treat everyone with **dignity**.

Be reasonably sure you have done **everything** you could have to avoid a situation that may lead to a lawsuit.

FOLLOW THE RULES

MOST COMMONLY ASKED QUESTIONS

- Q. If I do not have a certificate, is my club still covered?
- A. Yes, liability coverage is in place from the day you register your club. Of course, you must renew your club membership annually.
- Q. When do I request a **third**-party certificate?
- A. When the facility owner or sponsor of your club or an event you are holding wants to see written proof that your club has liability insurance coverage. Your club is shown on the certificate in the description section as the insured and USA Boxing is shown as the Named Insured.
- Q. What is the difference between a second party and a third-party certificate?
- A. **First Party** is USA Boxing. USA Boxing is the policy holder;
Second Party is members such as clubs, athletes and non-athletes;
Third Party or additional insureds are non-members who wish to be named as additional insureds on the certificate of liability and by being named additional insureds have the same coverage as the member.
- Q. Our club owns a van. It is covered?
- A. No, your club must obtain its own car insurance.
- Q. Are spectators covered?
- A. Yes, spectators at events and in the gym are covered, but only for incidents that arise from negligence during boxing related activities.

Example: A spectator receives an injury by tripping and falling over a cable that is strung across the floor to the announcer's table without being taped down or secured. Securing the cable was **boxing's responsibility** and the claim would be covered by the USA Boxing's liability policy. **The injury was caused due to boxing's possible negligence.** It would not be covered under the participant sports accident policy. The sports accident policy covers injuries sustained by members while participating in the sport of boxing.

Example: If the floor in the facility is defective and a spectator trips and receives an injury as a result of it, this injury is **not covered** by USA Boxing's policy. The condition of the facility is the facility owner's responsibility and would be covered under the facility's liability policy.

CERTIFICATES OF INSURANCE

Applications must be submitted to USA Boxing. Certificates will not be issued unless the National Governing Body has approved them **first**. Sponsors of sanctioned events, that are **registered members** of USA Boxing such as clubs, are **automatically covered** under USA Boxing's general liability policy. Thus, the **ONLY** group that a certificate of insurance should be requested for is a non-member third party, such as the facility owner, etc., one who is not an official sponsor of the event or gym. **Only request a certificate if a third party requires one.**

- **Do not assume that certificates will be renewed automatically.**
- **Always fill out a request form and mail it to USA Boxing.**
- **The club membership application must be on file at USA Boxing's Headquarters office.**

Certificate requests should be submitted at least **14 days prior** to the event. **Insurance certificates will be sent via email** to the email address (s) provided on the certificate of liability request form.

On **third party** certificates, non-members, such as sponsors, the arena, auditorium, high school or facility are named as an Additional insured.

For **second party** certificates of liability for USA Boxing sanctioned events and training facilities only the member club is listed as the insured.

To ensure that your certificate request is processed without delay, **all** requested information must be given. Please fill out the form completely.

Please be sure the certificate request has been signed by an LBC officer and includes the sanction number, if applicable. It is **mandatory** that the **location**, where the event takes place and the **relationship** of the third party to the sponsor club be given. A sample application form can be found in the appendix of this brochure.

Since liability insurance coverage is automatically available to member clubs, **current membership information** must have been reported and be **on file at USA Boxing's Headquarters Office** for the certificate to be valid.

Following this section, sample copies of Certificates of Liability Insurance can be found to illustrate what the actual certificate looks like when it is issued by the insurance agents.

TYPES OF CERTIFICATES

Event Certificate:

1. Third Party is named as an Additional insured for a specific date of event.
2. Club is named as the insured for a specific date of event.

Training Facility Certificate:

1. Third Party (facility, etc.) is named as an Additional insured. Coverage is in effect from the date the certificate is requested through December 31 when the policy expires. The dates on the certificate will be the date of issue through December 31.
2. Club only is named on the certificate as the insured. The dates on the certificate will be the date of issue through December 31.

DO'S AND DON'TS FOR CERTIFICATE REQUESTS

The do's and don'ts for requesting certificates came from our insurance agents, who issue the certificates. Please try to adhere to the requests.

DO'S

- Do have Local Boxing Committee (LBC) representative authorize all requests
- Do verify accuracy and completeness of Additional Insured requests.
- Do submit
- Do give the correct address of the club.
- Do allow 30 days for processing, if possible.
- Do give full names of events, locations, Additional Insured, etc.
- Do put changes (such as date of event, adding another third party) in writing.

DON'TS

- Don't submit incomplete forms.
- Don't expect automatic re-issuance of certificates upon policy renewal.
- Don't expect that **rush** requests can be accommodated. At times requests are received late on a Friday for a weekend event when USA Boxing is already closed.
- Don't abbreviate information.
- Don't request back-dating certificates as this cannot be done.
- Don't request certificates by telephone.
- Don't request Additional Insured status after an event is over.

ACCEPTABLE CONTRACTUAL LANGUAGE

Contracts:

Your club may be required to execute an agreement with another entity (for example, to use a facility for boxing practice) and it is important that you fully understand the terms and conditions of the proposed agreement. Most agreements include hold harmless and indemnification language, and we encourage you to take the following best practices into consideration when reviewing the indemnity and hold harmless provisions of any agreement.

Acceptable:

- Other party indemnifies and holds USA Boxing club harmless for losses, and USA Boxing club doesn't indemnify or hold other party harmless; or
- Each party is responsible for its own negligence - mutual indemnification and hold harmless; or USA Boxing club indemnifies and holds other party harmless **but not** for losses arising from other party's negligence (or other party's sole or gross negligence). This is acceptable although above options are preferable.

Not Acceptable:

- USA Boxing club indemnifies other party and holds them harmless for any and all losses (including those arising from other party's own negligence), and other party doesn't indemnify or hold the USA Boxing club harmless.

RECAP OF USA BOXING'S INSURANCE POLICIES

Participant Sports Accident Insurance covers...

Injuries sustained by athletes and non-athletes during sanctioned events or supervised practice

General Liability Insurance covers...

Bodily Injury: Injuries sustained as a result of negligence during a covered activity

Personal Injury: Includes libel, slander and defamation of character

Advertising Injury: Injury resulting from infringement of copyright, title or slogan; oral or writ

Property Damage: Includes damage to property that you do not own, rent, lease or occupy.

Directors and Officers Liability Insurance covers ...

- Wrongful decision;
- Wrongful dismissal;
- Issues surrounding athlete eligibility, i.e., challenging selection process or not following selection process;
- Financial malfeasance, misappropriation of funds;
- Not Following Bylaws, decision making

INSTRUCTIONS FOR REPORTING INCIDENTS

Begin filling out the Accident/Incident Report form (immediately after learning of the occurrence) ² and mail it to Lynette Smith as directed within seven (7) days of the occurrence. **Note: If a serious or catastrophic injury is involved, call immediately and send in the completed form later. Form may be found on the USA Boxing Website via this link:**

<https://www.teamusa.org/USA-Boxing/Rulebook/Forms-and-Documents/Insurance-Forms>.

1. Lynette Smith USA Boxing 1 Olympic Plaza Colorado Springs, CO 80909

(719) 866-2311 FAX: (719) 866-2132 E-mail: lsmith@usaboxing.org

2. If property damage is being reported, check that item and then describe the apparent damage under "Apparent Injury."
3. In describing the occurrence, start with the situation that preceded the injury and follow the steps sequentially throughout the incident until the injured person received professional first aid or medical attention. **Do not add your opinion of what caused the injury; describe the activity**

during which the injury occurred. "Person Reporting Occurrence" is person within your organization who is given the responsibility to report these matters when they occur to Lynette Smith. Only one (1) person should be given this responsibility, along with a backup person if the principal person is to be away for an extended period of time.

4. Use "Additional" information for further description of the occurrence of related information that would help the insurance company evaluates its potentiality as a claim.
5. "Person Reporting Occurrence" is person within your organization who is given the responsibility to report these matters when they occur to Lynette Smith. Only one (1) person should be given this responsibility, along with a backup person if the principal person is to be away for an extended period of time.

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