



# ***Insurance Coverages***

***"Frequently Asked Questions"***

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## USA Swimming Insurance Programs What Coverages Do I Have?

One of the most frequently asked questions by USA Swimming members is, "What coverages do I have under the USA Swimming Insurance Programs?" Hopefully, the following will clarify the matter of coverages provided for the various types of membership.

### What Is Covered

**General Liability Insurance-** Provides coverage for **claims alleging** bodily injury and property damage occurring during an "Insured Activity."

**THIS COVERAGE IS EXCESS TO ANY OTHER LIABILITY INSURANCE THAT MAY BE AVAILABLE TO ANY INSURED.**

A. (1) **Named Insured** includes USA Swimming and USA Swimming Local Swimming Committees. (2) **Other Insured(s)** include USA Swimming member clubs whose athletes or participants and coaches are members of USA Swimming; members and volunteers of USA Swimming while acting at the direction of and within the scope of their duties for a **Named Insured** for "Insured Activities."

B. **Insured Activities** include USA Swimming sanctioned or approved meets, practices, tryouts, dryland training, USA Swimming contracted Swim-a-thons<sup>®</sup>, approved social and fund raising activities.

C. Definitions:

"**Bodily Injury** means bodily injury, sickness, or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom."

"**Property Damage** means physical injury to tangible property not owned by the insured including all resulting loss of use of that property."

### What Is Not Covered (Limited Listing)

- ♦ Sexual Misconduct
  - ♦ **Personal Injury-Other Insured(s)**
  - ♦ Intentional Acts
  - ♦ Diving from other than USA Swimming regulation starting platforms
  - ♦ Automobile Liability
  - ♦ Workers Compensation
  - ♦ Directors & Officers Liability (wrongful acts/decisions not resulting in bodily Injury or property damage)
  - ♦ Crime (employee or volunteer dishonesty)
  - ♦ Employment/Employer related activities
- (Refer to policy for complete listing of limitations and exclusions.)*

**Sexual Misconduct Coverage** is provided, under a separate policy with a limit of \$100,000 per occurrence, for member clubs.

**Excess Accident Medical/Dental Coverage** is provided for all USA Swimming members for insured activities including travel to and from practice, meets, etc., if at the direction of the club coach or member of the club's Board of Directors.

**Coverage that members should consider purchasing to supplement the coverage provided by the USA Swimming Program:**

**Coach Members**

- Workers Compensation
- Health Insurance
- Disability Insurance
- Automobile Liability

**Non-Athlete Members**

- Automobile Liability

**Athlete Members**

- Automobile Liability

**Local Member Clubs**

Same as recommended for coach members plus Directors & Officers Liability, Employment Practices Liability, Property Insurance if they have an office or own equipment, General Liability for offices and lesson programs or activities involving participants who are not members of USA Swimming.

Most of the coverage not provided by the USA Swimming program may be purchased from Risk Management Services, Inc. or a local agent.

## Dryland Training – An Insured Activity

Dryland training may include general fitness types of exercises, such as calisthenics, weight training, running and biking, as long as the activity is under the direct supervision (direct line of sight) of a USA Swimming member coach. It can incorporate specialized equipment, such as surgical tubing, paddles, and the swim bench. **Running and biking are restricted to off road training only unless a specific event is granted approval by Risk Management Services, Inc.**

### **Is dryland training considered an insured activity under the USA Swimming Insurance program?**

The USA Swimming insurance program does cover most dryland training activities as long as the training activity is under the direct supervision of a USA Swimming coach.

### **What types of dryland training activities are not insured?**

The USA Swimming insurance program does not provide coverage for participation in biathlons or triathlons, or similar types of activities. Why? The USA Swimming coach has no way of actively supervising a group of athletes who will, by necessity, spread throughout the field and may become mixed in with other competitors.

## Fundraising and Social Activities

Did you know your club has coverage for **approved** fundraisers or social activities. Each fundraising or social activity is judged individually for approval. The following are examples of typical activities that would be approved:

### **Socials:**

1. USA Swimming member club is having an outing at a water park.

### **Fundraisers:**

1. USA Swimming member club is selling hot dogs and soft drinks at a fair booth to raise funds.
2. USA Swimming member club has a yard sale at the local flea market.

Activities that would **not** be considered "approved" would be, white water rafting; triathlons; ongoing bingo games; lesson programs for non USA Swimming members.

Club coaches and administrators should use common sense when considering a social or fund raising activity. "Is this an activity that I would consider normal to our operation? Does it present an unusual or unacceptable risk to our swimmers? To our chaperones?"

Approved social and fund raising events are activities which have received prior approval from Risk Management Services, Inc. Call (800) 777-4930.

## Tryout Issues

The USA Swimming Insurance Program provides **General Liability** coverage for the club, coaches and USA Swimming members when a non USA Swimming member is swimming with a club during a tryout period. However, coverage is only valid if: (a) all the coaches on deck are USA Swimming members and; (b) the tryout period is limited to 30 consecutive days within a twelve month period for any one individual and clinics sponsored by a USA Swimming entity (such as LSC or USA Swimming club). **Tryout period only applies to individuals who have never been members of USA Swimming previously.**

**Note:** The non member is not provided any coverage under the USA Swimming program. If said individual was injured or caused an injury, he/she would have to look to his/her family medical and/or family liability insurance.

## USA Swimming Insurance Coverage for the Club

**Question:** What must a club do to have the benefit of USA Swimming's insurance coverage?

**Answer:** A club's USA Swimming insurance coverage is in effect when all three of the following conditions are met:

1. The club is a member in good standing of USA Swimming.
2. All participants swimming for the club are athlete members of USA Swimming (*exception: Tryouts*)
3. All coaches, whether they are full-time or part-time, are coach members of USA Swimming with current certifications, education and background checks as required by USA Swimming.

If all three of these conditions are met, the USA Swimming club has the benefit of USA Swimming's liability coverage for insured activities.

## Assisting a Coach

Effective January 1, 2009, any type of coaching including, but not limited to, swimming and dry land training, must be provided by a registered USA Swimming member Coach. Coaching by any other person who is not a registered coach member, including USA Swimming Athlete Members, is not permitted.

In order for someone other than a coach member to assist the coach in coaching activities, that person must be under the "direct supervision" of the USA Swimming coach and must be a USA Swimming member (i.e. athlete or non-athlete, non-coach member). This would mean the coach must be on deck at all times and must be directly involved in whatever activity with which the non-coach member is assisting. For instance, an athlete could demonstrate strokes to younger swimmers and the athlete would not have to be a coach member in that instance. However, a good example of what is not allowed would be an athlete who is working with a group of swimmers while the coach is separately working with a second group of swimmers. This would not be classified as "direct supervision" and the athlete would have to be a coach member in order to work with the separate group.

## **Children on Deck**

Toddlers, for safety reasons, should not be on deck. Most places of employment will not allow you to take your toddler to work, why would a swim coach think they should be able to do so? Professionalism on the part of a coach includes insuring that the athlete members will be recipients of the coach's undivided attention. Obviously, this is impossible if a coach's child is running around on deck.

For USA Swimming insurance to be in effect for the coach and the club (including its board members), the coach must maintain direct line of sight and supervision AT ALL TIMES. Having a toddler running around a pool deck certainly discourages direct line of sight and supervision. If there is any type of accident and the injured athlete's parents sue, there will be an investigation. If the insurance company finds out that the coach's child was on deck and possibly interfered with the coach's ability to run a safe practice (or safe meet), then the coach might not be covered by the insurance. If it is further determined that the club's board knew that the coach brought the toddler onto the pool deck on a regular basis, the entire board could be denied coverage as well. If the athlete wins the lawsuit, it could mean the coach and the club's own, as well as its board members', personal assets could be at stake. By the coach allowing the toddler (or infant in some instances) on deck at ANY time seriously jeopardizes the safety of the athlete and, potentially, the assets of the coach, club and board members.

## **USA Swimming Coach Members and Insurance**

Coach membership requires completion of Safety Training, CPR and First Aid Courses as well as completion of a successful background check and, if applicable, coaches education requirement. Failure by a coach member to keep the required certifications current results in no liability coverage for the coach or potentially for the club.

## **"Unattached" Coaches and Insurance**

Occasionally a current coach member, not attached to a USA Swimming club, who is coaching member athletes will ask, "Will I have the benefit of USA Swimming's insurance coverage? Can I provide the facility an insurance certificate as proof that I am covered?" USA Swimming's insurance coverage is a benefit of membership and both the USA Swimming coach and the member athletes would be covered under USA Swimming's General Liability insurance. However, insurance certificates are only issued on behalf of a USA Swimming member club. Therefore, the coach would be unable to get an insurance certificate on behalf of himself/herself (the individual) nor would the coach be able to request an Additional Insured Endorsement for the facility.

## Insurance Coverage for Independent Contractors or Vendors

USA Swimming Headquarters has received questions regarding independent contractors that perform services on a fee for service basis, e.g. an individual or entity that provides dryland training programs. USA Swimming provides no insurance coverage for an individual or entity that provides services on a fee for service basis. The individual or entity should provide liability and property insurance for their business operations and should provide evidence of such insurance to the USA Swimming organization that is utilizing the services of the independent contractor. The fact that an individual is a member of USA Swimming does not alter the no insurance coverage situation.

Other examples of "independent contractor" exposure would be a swim coach who, during meets when he/she was not coaching, sells merchandise at the venue for his/her personal financial benefit or outside vendors who sell swimming apparel or food. Again, the USA Swimming insurance will not provide any insurance coverage for the swim coach for his/her business pursuits.

### Membership and Insurance - The Link

"Can we become a member club of USA Swimming if only a portion of our athletes or participants are members of USA Swimming? If so, does the club have insurance coverage in this situation?"

The Club may become a member, but there is no liability insurance if non-USA Swimming members are allowed to participate in USA Swimming activities other than tryouts. Non-member athlete participation is an insured activity only in a "tryouts" situation which is subject to certain time and supervisory conditions. In the event of a claim, the insurance company will verify that all in the water at the time the claim occurred were USA Swimming members and that all the coaches are USA Swimming members.

What about the situation where, because of duplicate coverage, the club does not care about USA Swimming insurance protection? Perhaps the club and its athletes are insured by a YMCA or municipality.

As a general rule of thumb: "When participating in a 'USA Swimming insured activity', a club must meet the definition of a USA Swimming member Club for insurance purposes." Let's look at an example involving a dual YMCA-USA Swimming club member.

1. When the YMCA/USA Swimming member club swims in a USA Swimming sanctioned meet, all swimmers and all coaches must be USA Swimming members. The YMCA may have 100 swimmers, but when it goes to a USA Swimming sanctioned event with 75 of its swimmers, all coaches and all 75 swimmers must be USA Swimming members.
2. When swimming as a YMCA team in YMCA competition, there is no USA Swimming insurance coverage.
3. In a non-hosted "approved" meet, where all the team members are USA Swimming members, all coaches are USA Swimming members, the USA Swimming insurance is excess coverage to that provided by the "Y" or other non USA Swimming organization. If the USA Swimming team hosts the "approved" meet, the USA Swimming coverage will apply **subject to specific terms, conditions and exclusions**.

## Coverage for Summer Leagues

During the summer months many USA Swimming member clubs recruit new athletes who want to join the team for a four-month season only. Other USA Swimming clubs operate only during the three or four month summer season so this is their only opportunity to perform.

Insurance requirements for seasonal member clubs are the same as those for year-round teams. For a seasonal club to be covered by USA Swimming General Liability coverage, the following conditions must be met:

1. The club must be a USA Swimming member in good standing.
2. All coaches must be USA Swimming coach members.
3. All athletes must be USA Swimming members.

Frequently, year-round USA Swimming member clubs ask about holding a meet for a non-USA Swimming summer league. The club may wish to use the meet as a fundraiser and as a means to introduce new athletes to year-round competitive swimming. USA Swimming member clubs in this situation have three options for running the meet:

1. **Conduct as sanctioned meet.** This requires that all league swimmers purchase USA Swimming memberships, either year-round or seasonal.
2. **Conduct as an approved meet.** Have the summer league or USA Swimming club request an approval for the event. USA Swimming members participating in the meet are covered if USA Swimming coaches are supervising. Non USA Swimming members do not have the benefit of USA Swimming excess accident or liability insurance.
3. **Obtain insurance outside of the USA Swimming program.** If your club wants to run an event not covered by one of the above definitions, you may purchase separate event coverage for your particular situation.

## Open Water Swimming

The same requirements apply for open water swimming practices and sanctioned meets as apply for pool practices and sanctioned meets.

**Practices** must be under the direct supervision of a USA Swimming coach or coaches and those in the water must be USA Swimming or USMS members, unless a tryout situation exists.

**Meets-Sanctioned.** All participants must be USA Swimming or USMS members. In order for insurance to be in place for both organizations, sanctions must be obtained from both organizations.

## Facilities

### Where does the USA Swimming insurance begin/end versus the facility's insurance beginning/ending?

The USA Swimming program provides coverage for USA Swimming activities, primarily in the water activities. The program does not provide coverage for facility maintenance issues (i.e. over- chlorination, potholes on the premises, failure to salt icy walkways, etc). When a facility is added to the USA Swimming General Liability policy as an Additional Insured, coverage is provided for the facility for claims resulting from the USA Swimming entity's negligence. In other words, including a facility as Additional Insured on the USA Swimming policy does not include coverage for premises issues (sole negligence). We urge you to review the contracts you have with the facilities you use to be sure that you are not agreeing to provide coverage for premises/ maintenance claims. There is no coverage for these claims.

Example: Mary Smith, a non-member parent of USA Swimming, comes to watch her son, Bobby, swim at a practice. When she is leaving the pool area, she steps in a gopher hole breaking her ankle. A claim is submitted to USA Swimming and is denied. The facility is responsible for the maintenance of the area around the pool.

## Directors and Officers Liability Coverage

There appears to be confusion between what coverage USA Swimming provides for Directors & Officers of local member clubs under the General Liability insurance and what coverage is provided by Directors & Officers Liability insurance. (Directors and Officers is an optional coverage that may be purchased from a local agent or Risk Management Services, Inc.)

The Directors & Officers insurance provides coverage for wrongful acts or decisions not resulting in a bodily injury or property claim. e.g. wrongful termination of an employee; not filing a report of occurrence on a timely basis causing additional expense to a swimmer's family; mismanagement of investments; or disciplinary action against an athlete whose parents allege the action prevented the athlete from making a "Q" time or elite team.

## Hired, Non-Owned Auto Liability Explained

Did you know...There is **no** coverage provided under the USA Swimming insurance program for any type of automobile liability exposure.

The primary purpose of the USA Swimming insurance program is to "get the swimmers in the water while maintaining reasonable costs." Therefore, the coverage provided by the program centers around the water activities.

When a coach, parent, or swimmer provides transportation for others to a club function, any accidents and resulting claims would be the responsibility of owner and/or operator of the vehicle. (*see "Most Frequently Asked Questions" section regarding Team Traveling.*)

(cont'd)

When a team is out of town for a meet or function and they rent a vehicle for transporting team members or others, the same situation would exist. The individual renting and/or operating will be the responsible party.

The only coverage provided for claims resulting from an automobile accident is the Excess Medical Accident coverage. The transportation must be authorized by a club coach or club official in order for the coverage to be valid.

There are three ways for a member club to address the automobile liability exposure. (1) To purchase a Hired and Non-Owned Automobile Liability policy from a local agent; or (2) To be sure that anyone providing transportation for others carry adequate limits of liability on their auto policy. (Discuss with your local agent); (3) To have athletes' parents transport only their own children.

## **Report of Occurrence Forms**

How are USA Swimming and Risk Management Services, Inc. notified when an accident occurs? The Report of Occurrence form, supplied to all club and non-athlete members in annual membership mailings, is used for this purpose. Reporting all incidents, no matter how minor, is important to put both USA Swimming and its insurer on notice of accidents and potential claims.

A Report of Occurrence form should be completed any time an injury occurs at a USA Swimming function, whether or not it involves a USA Swimming member. To summarize, injuries involving spectators should also be reported. The form should be filled out by a meet director or by any club personnel responsible at the time of the incident; the parents of the injured athletes should not be asked to complete the report form.

Once USA Swimming National Headquarters receives the report, information about the incident is entered into the USA Swimming database for future safety education and insurance references. When a Report of Occurrence form indicating an athlete or non-athlete participant is a USA Swimming registered athlete, information about the Excess Accident Medical Insurance Policy and claim forms are sent to the injured party('s) family. This program is excess to other primary insurance in place through the member's employment, school or family. The deductible is the greater of the total of other collectible benefits from primary insurance sources applicable to the injury or \$100 when there is no primary insurance. (Continued following page)

Copies of the report should be sent to the following:

*(Report of Occurrence forms are found in the Insurance Summary or may be downloaded from [http://www.usaswimming.org/Swim\\_Clubs/Insurance-Risk\\_Management](http://www.usaswimming.org/Swim_Clubs/Insurance-Risk_Management).*

USA Swimming  
Attn: Risk Management  
1 Olympic Plaza  
Colorado Springs, CO 80909  
Fax: (719) 866-4050  
E-mail: millich@usaswimming.org

Risk Management Services, Inc.  
PO Box 32712  
Phoenix, AZ 85064-2712  
Fax: (602) 274-9138  
E-mail: sblumit@theriskpeople.com

and to *your* LSC Safety Coordinator

*(cont'd)*

**The Report of Occurrence forms keep Risk Management Services, Inc. informed of potential claims or liability situations. If the accident is of a serious nature, USA Swimming National Headquarters confers with Risk Management Services and an investigation of the incident is initiated.**

## **Worker's Compensation - Do We Need It?**

Worker's Compensation Insurance is the policy that pays for medical and rehabilitation expenses when an employee is injured on the job. The USA Swimming Insurance program does not provide any type of Worker's Compensation coverage for USA Swimming Clubs or their coaches.

In part, to avoid paying Worker's Compensation premiums or taxes, many USA Swimming Member Clubs consider their coaches to be "independent contractors" rather than employees. This strategy can backfire on the club, however, should a coach who is really an employee of the club become injured or disgruntled.

If a club is found to have "misabeled" a coach as an independent contractor, the club (and therefore its Board of Directors) may become liable for medical and rehabilitative expenses in case of an injury and substantial penalties for failure to pay premiums as required by law. In addition to Worker's Compensation implications, the IRS is closely monitoring independent contractor versus employee situations to ensure that taxes are being filed and paid as required. The relationship between the club and its coaches should be carefully examined to ensure the club is not in violation of state and federal law.

The following test, devised by the Social Security Administration, may be used to assist USA Swimming member clubs in determining whether their club's coach is an employee or independent contractor. This test is also by various Worker's Compensation administration agencies as well as the Internal Revenue Service.

### **Factors that support employee status...**

- ◆ Does the employer have the power to hire or fire the individual?
- ◆ Does the employer furnish tools, equipment and a place to work?
- ◆ Does the employer train the individual in question?
  
- ◆ Is the individual required to follow the employer's instructions?
- ◆ Does the employer require the individual to personally perform the assigned work?
- ◆ Does the employer set the hours and conditions of work?
- ◆ Does the employer pay business and travel expense?
- ◆ Does the employer pay the individual by the hour, week or month?
- ◆ Does the individual have the authority to hire, supervise or pay an assistant?

### **Factors that support independent contractor status...**

- ◆ Does the individual make a profit or suffer a loss as a result of this work?
- ◆ Does the individual agree to do a specific job and is that individual subject to penalty for failure to do so?

- ◆ Does the individual work for a number of different entities/people at the same time (e.g., high school coach, swim club coach, "Y" coach)?
- ◆ Does the individual advertise to the general public?
- ◆ Does the individual pay his own business expenses, provide his own equipment or allocate work space?

If the club answers "yes" to several of the first set of factor questions, the coach is likely to be an employee and should be accounted for as such. A local employment specialist or tax attorney can best advise the club.

Even if Worker's Compensation coverage is not required by the state due to a "minimum number of employees" clause or other condition, USA Swimming member clubs may wish to purchase it on behalf of their coaches. Consider how a coach might pay for employment-related injuries. Is he covered by another medical insurance program? If not, a Worker's Compensation policy may be in order even if it's not mandatory.

# **MOST FREQUENTLY ASKED QUESTIONS AND ANSWERS**

## **Automobile Liability Coverage**

**Question:** *Does a USA Swimming club have automobile liability coverage under the USA Swimming program?*

**Answer:** No. If a parent or coach uses their car to transport athletes or other club members to/from a practice or meet, the club has coverage under the car owner's policy. This is also true when the club rents a vehicle. Whoever signs for the rental vehicle is the individual whose insurance would respond for the club if an accident occurred and people in the vehicle were injured.

In the first example, the parent's or coach's insurance is the primary coverage. In the second example, the rental agency's insurance would be the primary coverage with the parent's/coach's insurance coming into play on an excess basis. Suggestion: Contact a local agent regarding the purchase of "Hired and Non-Owned Automobile Liability Insurance" for your club.

## **Team Traveling and Insurance Coverage**

**Question:** *My team is planning to travel to Hawaii for a very important swim meet. I would like to know what insurance coverage the team has while traveling, while at the meet, and while sightseeing under USA Swimming. Every member of our team is a USA member.*

**Answer:** Coverage is same no matter where/how far traveling. All participants must be USA Swimming members and coach or parent must be supervising. Parent volunteers are covered while in an official capacity with team. The travel itself is not covered. We do not provide any auto coverage at any time. Drivers of cars/vans would have to look to their own insurance company for coverage in event of an accident or the team can purchase the additional insurance when renting the car/van.

The general liability coverage and excess accident coverage is in effect for the USA Swimming members.

Sightseeing is covered. Please use common sense and caution.

Accidental damage to hotel/dorms may be insured by the liability insurance program.

## **Starting Block**

**Question:** *Does a USA Swimming club have liability coverage if they design and build their own starting blocks or make changes to existing blocks?*

**Answer:** Yes. The club may build or alter starting blocks to suit their needs. The blocks must comply with standards as stated in USA Swimming Rules and Regulations. The club is not covered for alterations performed on blocks for other clubs or facilities.

## **Supervision**

**Question:** *What level of supervision is required for the liability insurance to apply in the event of a claim?*

**Answer:** There must be direct supervision for in water or out of water activities for coverage to be in place. Direct supervision has been defined as meaning "line of sight" between the supervising coach and the athletes involved in the activities.

**Question:** *What if the coach is in the water swimming with the athletes?*

**Answer:** If the coach were in the water swimming, there is no way the athletes are under his/her "direct supervision or direct line of sight." Therefore the insurance would be void.

**THE SITUATION: An athlete has joined a USA Swimming club many miles away from where he lives.** The coach faxes/e-mails workouts to this swimmer.

**QUESTION:** *Does the swim club have an exposure if the member gets hurt while doing the prescribed workouts?*

**ANSWER:** Yes, the club would have an exposure if the club is aware that the coach is sending workouts to the swimmer. The swimmer would have NO liability coverage as he/she is not under the supervision (direct line of sight) of a USA Swimming member coach.

## **Non-Member**

**Question:** *What happens to my club's insurance if non USA Swimming members are in the water at the same time as USA Swimming members. e.g., at a USA Swimming practice?*

**Answer:** This is not an insured activity **unless:**

- a. There is a distinct lane separation (USA Swimming members are in lanes 1-3 and non USA Swimming members are in lanes 4-6). *One coach cannot supervise both groups at the same time.*
- b. An individual(s) is involved in a USA Swimming tryout.
- c. The non USA Swimming members are USMS members.

In order for the General Liability coverage to be in place for a USA Swimming Local Member Club, see page 6 for the requirements.

## **Parents Working Out Same Time as Team**

**Question:** *Some parents want to workout (laps) while their children are at swim team practice.*

**Answer:** Two different situations. If they want to swim with their kids in the same lanes while the kids are practicing, they have to join USA Swimming as an athlete member. If they are swimming in separate lanes and are not being coached by the USA Swimming club coach, they don't have to join. However, this activity is not an insured activity.

## **Assisting a Coach**

**Question:** *Can a non-athlete member assist a coach?*

**Answer:** Any type of coaching including, but not limited to, swimming and dry land training, must be provided by a registered USA Swimming member coach. Coaching by any other person who is not a registered coach member, is not permitted. In order for someone other than a coach member to assist the coach in coaching activities, that person must be under the "direct supervision" of the USA Swimming coach and must be a USA Swimming member (i.e. athlete or non-athlete, non-coach member). This would mean the coach must be on deck at all times and must be directly involved in whatever activity with which the non-coach member is assisting.

**Question:** *Can an athlete member assist a coach?*

**Answer:** Any type of coaching including, but not limited to, swimming and dry land training, must be provided by a registered USA Swimming member coach. Coaching by any other person who is not a registered coach member, including USA Swimming athlete members, is not permitted. In order for someone other than a coach member to assist the coach in coaching activities, that person must be under the "direct supervision" of the USA Swimming coach and must be a USA Swimming member (i.e. athlete or non-athlete, non-coach member). This would mean the coach must be on deck at all times and must be directly involved in whatever activity with which the non-coach member is assisting. For instance, an athlete could demonstrate strokes to younger swimmers and the athlete would not have to be a coach member in that instance. However, a good example of what is not allowed would be an athlete who is working with a group of swimmers while the coach is separately working with a second group of swimmers. This would not be classified as "direct supervision" and the athlete would have to be a coach member in order to work with the separate group.

## **Masters Swimmers at Practice**

**Question:** *A member of the United States Masters Swimming, Inc. practices with a USA Swimming team. What is the status of the liability insurance for the USA Swimming member club and its members?*

**Answer:** This would be an insured activity. There is an agreement between USA Swimming and USMS allowing their members to practice with either organization as long as a USA Swimming member coach is on deck.

## **Officiating at Masters Meet**

**Question:** *A USA Swimming member acts as an official or in a volunteer capacity at a USMS event. How is the USA Swimming member insured for this USMS activity?*

**Answer:** USA Swimming coverage does not apply. Coverage for a USMS activity would be provided by the USMS insurance program.

## Case Illustrations

There is no simple answer to the question, "Do we have insurance coverage?" It depends solely on the facts of each particular incident. One must also distinguish between accident coverage and liability coverage, although both are present in most cases.

1. A USA Swimming club is allowing non-member swimmers to practice and train with the club swimmers who are all USA Swimming members. Do they have insurance?

This is not an insured activity. Non-member athlete participation is an insured activity only for **"tryouts"** under certain time and supervisory conditions. If a non-USA Swimming member athlete were injured, he would not be entitled to accident medical coverage. The insurance company would either reserve its rights to deny or deny coverage to the member club.

2. A YMCA club or high school team wishes to host a swim meet in which one or more USA Swimming member clubs will also be participating.

This meet can only be "approved." USA Swimming insurance will follow the participating USA Swimming athlete members if USA Swimming member club coaches are present and supervising them. USA Swimming insurance will also cover those USA Swimming officials designated to be present to attest to conformation to USA Swimming rules. USA Swimming will not insure the non-USA Swimming clubs or swimmers. The primary insurance coverage must be that of the YMCA or whomever is sponsoring the meet.

3. USA Swimming swimmer is member of USA Swimming Club A. He is also member of non-USA Swimming Club B (e.g., High School Team). Each club has different coaches. Club B enters non-USA Swimming meet (e.g., YMCA meet). LSC approves the meet. There is no insurance coverage for the USA Swimming swimmer.

4. USA Swimming athlete individually enters a meet, not sanctioned but approved. His USA Swimming coach is not present. No insurance coverage, either accident or liability. The USA Swimming athlete must be under direct supervision at any meet by a USA Swimming Coach.

5. Same as No. 4, but the swimmer's USA Swimming coach is present during the approved meet and supervises him. Both accident and liability would be applicable.

6. A swimmer on a college team wants to participate in USA Swimming-sanctioned competition. His college team has purchased a club membership in USA Swimming; however, not all of the team members are registered USA Swimming. Therefore the college team is not a club member of USA Swimming for insurance purposes. What, if any, insurance coverage does the college team/USA Swimming club have?

This particular situation requires a very careful answer, because it involves not only schools (including colleges) but also YMCAs and other allied members.

As a general rule of thumb: "When participating in an 'insured activity', a club must meet the definition of a USA Swimming Member Club for insurance purposes."

- a. When the college team, as a USA Swimming club, swims in a USA Swimming sanctioned meet, all swimmers and all coaches must be USA Swimming members to even have the right to participate at all; insurance coverage follows. The college

team may have 100 swimmers, but when it goes to a USA Swimming sanctioned event with 75 of its swimmers, all coaches and all 75 swimmers must be USA Swimming members.

- b. When swimming as a College Team in college competition, there is no USA Swimming insurance coverage (because not all are USA Swimming members).

These answers apply also to the YMCA and other organizations with USA Swimming members.

- 7. USA Swimming club holds an **approved** fund-raising event, supervised by club officials. Liability and excess accident insurance are applicable. (Approval from Risk Management Services, Inc. required).
- 8. Socials or fund-raising activities where alcoholic beverages are **sold are not approved** and are not an insured activity.
- 9. USA Swimming club owns its own pool facility. It must carry independent insurance at its own expense to cover premises liability. No coverage under USA Swimming program.
- 10. Dryland Training. The USA Swimming insurance covers member swimmers and member coaches during supervised dry-land exercises. The key word is "supervised." The same requirements of supervision must be observed whether the swimmers are in or out of the pool during training periods.
- 11. When does coverage begin and end?

Coverage begins and ends when it can reasonably be said that the coach or authorized club official has taken control or should have taken control of the swimmers and when they are no longer under his control. This will vary always with particular cases. It will extend into the locker room/bleacher area as well as the pool. The situation we are trying to avoid is the gathering (and perhaps gratuitous and unilateral commencement of practice) of swimmers without supervisory control, and the abandonment of swimmers by coaches or authorized club personnel when practice or training is over.

- 12. Do personal assistants for swimmers with a disability need to be members of USA Swimming to be on deck?

No, but personal assistants should be on deck only when their services are actually needed by the swimmer, and with permission from the meet director or meet referee.

*In summary:*

The key is USA Swimming controlled supervision and organization in a USA Swimming activity.

There are going to be situations in which the dividing line is extremely difficult to draw, particularly in liability situations. Complete the Report of Occurrence form or contact the USA Swimming National Headquarters at once whenever an accident occurs, no matter how minor you might think it is.