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LACROSSE

USALACROSSE MEMBER INSURANCE PROGRAM GUIDE FOR OFFICIALS & ASSIGNERS

*This is an abridged version of
the full member insurance
guide. Please visit
[www.usalacrosse.com/
insurance](http://www.usalacrosse.com/insurance) for the full guide.*

USALACROSSE.COM

I AM AN OFFICIAL/ASSIGNER

As a USA Lacrosse member Official, you automatically receive a package of Accident and Liability Insurance that follows you for officiating any organized amateur lacrosse games, tournaments, clinics, camps or related activities during the 12-month term of your membership, whether in the U.S. or abroad. Coverage is in force for your officiating duties, whether or not the teams on the field are 100% USA Lacrosse members.

The USA Lacrosse member insurance goes into effect upon the date of receipt of your new or renewal membership application in USA Lacrosse's office (Usually same day if applying online). If you mail in your application to USAL, coverage does not go into effect until the application is received in USA Lacrosse's office. You can look up your membership status online at USA Lacrosse's [Membership Lookup](#).

- **Coverage for Assigners, Trainers and Observers:** As a registered USA Lacrosse official, you are also covered by the Liability policies if you serve as an assigner, trainer or observer for amateur lacrosse.
- **Concerned about getting injured while officiating lacrosse?** The Accident policies protect officials on an excess basis with a \$1 million limit (with a \$1,000 deductible, or \$500 for USA Lacrosse certified officials) in case you are hurt while officiating lacrosse. We hope you will never have to use it – but it's there as a safety net to help in covering your medical, dental, prescription drugs, physical therapy and other related expenses.

In addition, there is a Game Fee Reimbursement coverage that provides up to \$7,500 in missed games, for USA Lacrosse certified officials, and \$5,000 for non-certified officials. This is designed to assist you with fees missed if you are prevented from officiating games due to an injury from officiating lacrosse.

Note: **No accident coverage** applies to assigners, trainers or observers; they are covered only by the USA Lacrosse liability policies.

- **What if I get sued by an injured player?** While no one wants to hire lawyers or be taken to court, USA Lacrosse takes the sting out of legal matters with the USAL Liability Insurance plan. If you are sued as a result of an injury to someone during a covered lacrosse activity, the USAL Liability policy will handle the liability claim from beginning to end. Markel Insurance Company will arrange an attorney to represent you and cover legal bills, settlements or payments (according to the terms of the policy).
- **Do I receive special benefits if I am a USA Lacrosse Certified Official/Assigner?** Yes. Certified officials and assigners are covered for Directors and Officers Liability (wrongful acts) claims. Please see "Directors and Officers Liability" at the end of this section for details. In addition, USAL Certified Officials have a lower Accident deductible (\$500 vs. \$1,000 for non-certified); and have a higher Game Fee Reimbursement limit (\$7,500 instead of \$5,000 for non-certified).
- **If I am a paid official, is my USA Lacrosse Accident Insurance invalidated?** No. Most states recognize that paid officials are independent contractors. As such, you are not subject to workers' compensation insurance laws – and the USA Lacrosse Accident and Liability policy exclusions for "injuries covered by Workers' Compensation Insurance" would not apply. Therefore, paid officials are fully protected by the USA Lacrosse Accident and Liability policies.
- **Do I need to officiate by certain rules in order for my USAL Insurance to be in force?** Yes, officials are covered for officiating all amateur lacrosse as long as they follow USA Lacrosse's stated definition of allowable rules. Allowable rules for the play of lacrosse include Federation of International Lacrosse (FIL); National Collegiate Athletic Association (NCAA); field lacrosse rules specified by the National Federation of State High School Associations (NFHS) and USA Lacrosse; indoor or box lacrosse rules specified by FIL and USA Lacrosse. In addition, guidelines or rules for lacrosse disciplines developed specifically for athletes with cognitive or physical challenges, or for other types of play (Try-Lax, Coed Lacrosse, etc.), that are either written or adopted by USA Lacrosse, also fall under this category.



POLICY LIMITS FOR OFFICIALS

This is a summary of benefits. For full details on each policy, please refer to Section III.

BASIC EXCESS ACCIDENT: This policy is the first layer of the two Accident policies that make up the USA Lacrosse Accident Plan.

COVERAGE DESCRIPTION	LIMITS/DETAILS
Accident Medical Expense Limit	\$100,000 limit per injury
Accidental Death Benefit	\$20,000 (including Cardiac/ Circulatory coverage*)
Accidental Dismemberment Benefit	\$20,000 principal sum
Deductible – Non-certified Officials	\$1,000 per injury
Deductible – USAL Certified Officials	\$500 per injury
Physical Therapy/Chiropractic Limit	\$2,000 (limited to \$50
Durable Medical Equipment Limit	maximum charge per visit)
Policy Benefit Period	\$2,500 maximum
Emergency Medical Evacuation (more than 100 miles from home)	2 years from date of injury
Emergency Repatriation Benefit (more than 100 miles from home)	\$25,000 benefit for on-field injuries
Full Excess Coverage	\$25,000 resulting from on-field fatalities

Full Excess Coverage: The Basic Accident policy is written on a full excess basis, meaning that it pays only after any other collectible insurance has paid its benefits. If no other insurance is in place, the policy pays on a primary basis after the deductible has been applied.

***Accidental Death Benefit – Cardiac/Circulatory Coverage:** If an official dies within 48 hours of a cardiac or circulatory (stroke) incident during a covered activity, this benefit will be paid to the member's family. The Accident policies do not provide any other coverage for sickness or illness. Therefore, medical expenses for a cardiac or circulatory incident would not be paid; only the Death Benefit is payable.

Deductible: The deductible under this policy applies to each injury regardless of payments made or deductibles taken by other (primary) insurance.

CATASTROPHIC ACCIDENT: This policy is the second layer of Accident coverage for USA Lacrosse members — providing up to \$1 million in Accident Medical Expense benefits.

COVERAGE DESCRIPTION	LIMITS/DETAILS
Accident Medical Expense Limit	\$1,000,000
Benefit Period Catastrophic Cash Benefit for Coma/Paralysis	10 years \$250,000 lump sum
Deductible	2 years from date of injury
Catastrophic Injury Extended Benefits — provides up to an additional \$1,000,000 for a combination of the following:	Adjustment Expense — up to \$125,000 Family Counseling Expense — up to \$25,000 College Education Benefit — up to \$150,000 Adaptation Expense — up to \$200,000 Ancillary Sickness Benefit — up to \$200,000 Disability Benefit — up to \$300,000

Important note: The Basic and Catastrophic Accident policies cover only those medical/dental expenses arising out of Accidental Injuries that occur during covered activities. **The policies do not provide coverage for claims arising out of sickness, illness or bodily conditions.** For example, no coverage is provided for virus (including COVID-19 and others), communicable disease, heart attack, stroke, pregnancy, or other such conditions (except for the Accidental Death benefit, which specifically extends coverage to fatalities caused by heart attack or stroke).



GENERAL LIABILITY AND EXCESS LIABILITY

The primary focus of the General Liability policies is to cover claims and lawsuits arising out of Bodily Injury or Property Damage to others arising out of lacrosse activities. General Liability and Excess Liability Combined Policy Limits provided to members are:

COVERAGE DESCRIPTION	LIMITS/DETAILS
Limit of Liability per Occurrence	\$3,000,000
General Aggregate Limit per Location	\$7,000,000
Products and Completed Operations Aggregate	\$4,000,000
Personal Injury/Advertising Injury Limit	\$3,000,000
Sexual Abuse Liability Limit per Occurrence	\$2,000,000
Sexual Abuse Liability Limit Policy Aggregate	\$3,000,000
Damage to Premises Rented to You	\$1,000,000
Medical Payments (to nonparticipants)	\$10,000
Deductible	\$0

EXAMPLES OF LIABILITY CLAIMS TO OFFICIALS / ASSIGNERS

- A player is seriously injured (Bodily Injury) during a game and sues the Officials for allowing rough play.
- A spectator is filming the game behind the goal and gets hit with a ball in the eye (bodily injury). He sues the player who shot the ball and the official for not keeping him out of the end zone and protecting him from errant shots.
- A fight breaks out during a game and players are injured as a result. It turns out that both officials at the game are very inexperienced. Plaintiffs sue the officials for not being able to maintain safety of the players, and they sue the assigner as well for not putting an experienced official on the field.

ADDITIONAL INSURANCE INFORMATION FOR OFFICIALS

This is a summary of the scope of coverage. For full details on each policy, please see Section III.

- **Standard Lacrosse Activities:** Officials are covered while officiating games, tournaments and participating in clinics or training sessions. Coverage applies to attending officials' or assigners' association meetings. As an official member, you are also covered for assigning, training and observing duties. However, if you also play or coach, you must register with USA Lacrosse as a player or coach category in order to be covered for those activities.
- **Any and all amateur lacrosse - indoors or out:** The USA Lacrosse Insurance Program applies whether the lacrosse games or activities are held outdoors or indoors, as long as the established rules approved by USA Lacrosse are enforced. For box lacrosse played with dasher boards, USA Lacrosse Box/Indoor rules must be followed. Minor modifications to approved USA Lacrosse field or box rules, such as reduced number of players, field size, boundaries and time - whether indoors or outdoors - will not affect the insurance coverage as long as the modifications do not challenge the intent of the rules or jeopardize player safety.
- **Group travel – accident insurance:** The USAL Accident policies do provide coverage for injuries incurred during group travel. Group travel refers to a group of officials or team members going directly to or from a lacrosse activity. In the event of an auto accident, for example, the USAL Member Accident policies will respond on an excess basis (after the auto insurance, no-fault insurance, and/or primary health insurance policies have paid benefits). No coverage is provided for injuries incurred during individual travel, such as an official driving to or from a game.
- **Group travel – liability insurance:** The USAL Liability policies do not provide coverage for lawsuits stemming from Group or Individual Travel. There is no auto liability or any other liability coverage for lawsuits arising out of transporting participants. This means that there is no coverage for officials, coaches, parents, players, or volunteers who drive players or others to any lacrosse activity. USA Lacrosse strongly advise teams who are transporting participants to make certain that the designated drivers and vehicles are properly licensed and fully insured prior to traveling.
- **COVID-19/Communicable Disease Exclusion:** As of **1/1/21**, the USAL General Liability and Excess Liability policies will carry a "Communicable Disease" Exclusion. This means that there will be no liability coverage - including no defense coverage - for claims arising out of any allegations regarding transmission, spread, injury, death or other loss as a result of any virus or communicable disease, or threat of such, including COVID, SARS, and others.



Additional Information





USA LACROSSE PLAYER SAFETY & RISK MANAGEMENT INFORMATION

The USA Lacrosse Insurance/Risk Management committee has developed numerous guidelines and articles on safety, emergency action plans, financial responsibility and other information which is housed on the USA Lacrosse website. Please access the link here:

[Risk Management](#)

INSURANCE & RISK MANAGEMENT RESPONSE TO COVID-19 AND “COMMUNICABLE DISEASE” EXCLUSION

CHANGES TO THE USA LACROSSE INSURANCE PROGRAM

As of the 2021 renewal for the USA Lacrosse Insurance program, the biggest change is the **addition of a “Communicable Disease” Exclusion to the General Liability and Excess Liability policies**. This change will be seen across the insurance industry. In response to the havoc wreaked around the world as a result of the COVID-19 pandemic, all policies will contain either a Virus Exclusion, Communicable Disease Exclusion, or a Pandemic Exclusion. Note: There is **no change to the Base Accident and Catastrophic Accident renewal policies**, as they already excluded coverage for illness or sickness, since they are only intended to cover accidental injuries.

PURPOSE OF VIRUS/COMMUNICABLE DISEASE EXCLUSIONS

The intent of these exclusions is to carve out coverage from policies for any claims relating to COVID-19 or similar communicable disease, whether on a localized level or on a global pandemic/endemic basis. These kinds of exposures fall under the categories of **“Acts of God”** (Flood, Earthquake) or **“uninsurable risks”** (Nuclear disaster, War, Terrorism) which are typically excluded from insurance policies – or, if insurable, they would be covered under separate, strictly underwritten policies. One can gauge the potential damage from a small-scale car accident or a large-scale hurricane or tornado; it is virtually impossible to predict (and appropriately underwrite the premium for) the cost of a global event, such as a pandemic.

The magnitude of claims posed by pandemic disease is not contemplated when underwriting a standard liability policy. It is not factored into the predictable losses when underwriting a lacrosse policy, where the typical (insurable) exposures range from on-field injuries, to slip/falls at the field, or more extreme claims such as sexual abuse or concussion. For these reasons, insurance companies are imposing virus or pandemic exclusions on all policies (if they didn't already exist – as has been common in the industry since the time of earlier SARS and MRSA outbreaks).

WHAT TO EXPECT FOR THE FUTURE, INSURANCE-WISE

This is similar to what transpired after 9/11 with Terrorism liability. Coverage for pandemic and communicable disease exposures is being removed, while the industry as a whole, in conjunction with

the federal government, develops an insurance backstop that will allow insurance companies to provide coverage in the future. At this point, insurance related to pandemic or communicable disease is unavailable in the marketplace. This should change in the next 12-18 months, and we can expect to see some kind of modified coverage available on the market, similar to what we have for Terrorism liability.

WHAT TO EXPECT FOR THE FUTURE, LEGALLY

Without the safety net of insurance there are some other protections available to businesses. At the end of 2020, 12 state governments had enacted legislation to provide immunity to businesses from COVID-related lawsuits. The immunity is available if the business has followed public health guidelines, and is not accused of gross negligence or intentional acts. Those states are:

Alabama	North Carolina
Arkansas	Ohio
Iowa	Oklahoma
Kansas	Tennessee
Louisiana	Utah
Nevada	Wyoming

In addition, the federal government has been working on the Safe To Work Act, proposed by Sen. Mitch McConnell (R-KY). As currently written, the bill would not provide "immunity" in the usual sense. Rather, it would make it far harder for a plaintiff to bring and succeed in a COVID lawsuit.

For most people and businesses in the country, this leaves them without an insurance or legal backstop to liability or other claims stemming from the pandemic. Early in 2020, people worried about a flood of COVID lawsuits resulting from people who were infected during sponsored activities or at their premises. These have not materialized. It is very difficult to prove transmission and specifics of contact. From what we hear in the legal realm, lawyers may not be eager to take on these kinds of cases, for the very reason that they will be difficult to prove.

WHAT CAN BE DONE IN THE MEANTIME?

As we work our way through various stages of lockdown and return to play from region to region, the most important advice is to follow the guidelines for COVID-19 prevention and safety. Put the safety of players, staff, and volunteers above all else when making decisions about play, practices, group gatherings, and travel.

There has been documentation of cardiac complications from COVID-19 in athletes. There are numerous cases of those who have lasting effects from the virus. We still don't know what the true long-term prognosis or implications are for those who have had COVID-19. Because of those unknowns, beyond the immediate threat of catching the virus, it is incumbent on everyone to put health and safety of your organization above all else.

Keep in mind that everyone involved in sports is in the same boat. There is no organization out there with all the answers, with pandemic insurance coverage, with early access to the vaccine, or with the ability to know who is infected or not. What that means is that we all must continue to adhere to the guidance of medical professionals and state/local governments in terms of best practices to stay healthy and protect participants.

- Keep informed of and implement best practices and public health directives
- Follow local and governmental mandates relating to public gatherings and safety precautions
- Wear masks, wash hands/sanitize, maintain social distancing
- Follow USA Lacrosse's Return to Play guidelines

BE WELL AND HAVE A HEALTHY SEASON.

USA LACROSSE GUIDE TO THE INSURANCE PROGRAM – DISCLAIMER

The USA Lacrosse Guide to the insurance program is designed as an overview of USA Lacrosse's membership insurance plans that pertain to the play of lacrosse and related activities. The guide is intended for the exclusive use of USA Lacrosse and its members to aid their understanding and to encourage proper usage of the USA Lacrosse insurance program.

Although the guide describes each of the insurance coverages that members receive automatically with membership in USA Lacrosse, it does not provide all terms and conditions of these policy coverages. Only the actual policies can provide that information.

Therefore, if there is any discrepancy in terms, conditions or coverage between the guide and the insurance policies themselves, the terms as written under the actual policies will prevail.

If, after reading through this guide, a member would like to see a copy of the policies, USA Lacrosse requires that the member sign a nondisclosure agreement (NDA) in order to do so. The intent of the NDA is to protect the unique and competitive coverage information that USA Lacrosse has developed over a period of many years in order to provide the best program of lacrosse insurance available in today's market.

Note: USA Lacrosse is not an insurance company and does not sell insurance. The insurance policies referenced in this document are purchased by USA Lacrosse for its business operations and coverage is extended to currently registered members as a benefit of membership in the organization (with the exception of fan members and international members, who are not eligible for insurance). USA Lacrosse retains the right to amend or change the terms of these policies and the coverages offered to members at any time, without restriction or notification.