



# *Special Olympics*

## 2020

## Corporate

## Insurance

## Program

## Summary

Welcome to the 2020 Special Olympics Corporate Insurance Program (SOCIP).

SOCIP is a customized insurance program designed to provide specific common coverages for all U.S. Programs and SOI in accordance with Special Olympics Official General Rules - Supplement Section 8.09. Detailed terms and conditions of coverage are outlined in each respective policy. Policies can be obtained through American Specialty Insurance & Risk Services, Inc.

Named Insureds include **Special Olympics, Inc.** and **all Special Olympics accredited U.S. Programs.**

For the purposes of this brochure, "Registered Volunteer" and "Registered Class A Volunteer" are both defined as a volunteer who is registered in accordance with the Special Olympics General Rules or other Special Olympics policies in effect during the policy period.

## ✓ COMMERCIAL GENERAL LIABILITY (GL)

**Description of Coverage:** The general liability coverage protects insured Special Olympics organizations, athletes, and registered volunteers from third-party claims of bodily injury, property damage, and personal and advertising injury due to alleged negligence arising from the conduct by Special Olympics during a Special Olympics activity. Under the policy, the insurer has a "duty to defend" until such time as legal liability has been established, and therefore, defense costs associated with the aforementioned general liability claims are paid regardless of legal liability.

In addition, the general liability policy has been endorsed to provide coverage for losses resulting from damage to property in the care, custody, or control of Special Olympics, excluding watercraft, aircraft, autos, and Special Olympics owned property. The loss must occur during a Special Olympics conducted/sponsored event, and Special Olympics must be found legally liable for the loss. The limit of liability is \$100,000 (subject to a \$2,500 deductible per claim) for such property losses.

**INSURER:** PHILADELPHIA INDEMNITY INSURANCE COMPANY

**Additional Insureds:** Entities with an insurable interest will be named as an Additional Insured, but only with respect to liability resulting from the negligent acts or omissions of Special Olympics, as requested and approved by American Specialty on behalf of Philadelphia Indemnity Insurance Company.

**NOTE:** Only American Specialty may issue Certificates of Insurance on behalf of Philadelphia Indemnity Insurance Company. No authority is granted to any other entity.

### GENERAL LIABILITY COVERAGE & LIMITS:

• Each Occurrence	\$1,000,000
• General Aggregate - Per insured (other than Products-Completed Operations)	\$5,000,000
• Sexual Abuse and Molestation per-occurrence (included in policy limits, but subject to a \$100,000 self-insured retention)	\$1,000,000
• Sexual Abuse and Molestation Aggregate	\$2,000,000
• Products/Completed Operations	\$1,000,000
• Participant Legal Liability	Included
• Personal and Advertising Injury	\$1,000,000
• Damage to Premises Rented to You	\$1,000,000
• Medical Payments	Excluded

The following **red flag** fundraising activities are EXCLUDED from the SOCIP GL policy and may only be deemed eligible for coverage if certain underwriting requirements are met and the activity is approved by the Insurer prior to the event. Please contact Rene Waterson immediately if you are aware of a fundraising activity involving any of the following **red flag** activities:

- Golf Ball Drops
- Rodeos
- Political Rallies
- Firearms
- Over-The-Edge events
- Events involving alcohol
- Aircraft (other than airplane pulls)
- Fundraising events with greater than 5,000 people at any one time (other than a Polar Plunge® winter fundraising event)
- Obstacle Runs (including obstacles, barriers, paint, foam or other non-traditional challenge features)
- Fundraising activities lasting more than 7 consecutive days

The following **red flag** exclusions apply with respect to all Special Olympics events, fundraising or otherwise. Please contact Rene Waterson if any of your activities involve the following:

- Hot Air Balloons
- Fireworks
- Rock Climbing Walls
- Mechanical Amusement Rides
- Inflatables
- Events involving alcohol
- Skydiving
- Aircraft
- Construction activities
- Watercraft (longer than 75 feet)
- Drones

## ✓ NON-OWNED & HIRED AUTOMOBILE LIABILITY

**Description of Coverage:** This policy provides protection to Special Olympics for liability claims arising as a direct result of the use of a non-owned or hired automobile. For coverage to be effective, the vehicle must be used for Special Olympics business, with the permission of Special Olympics, and driven by an employee or a registered volunteer of Special Olympics.

**Restrictions:** Non-owned and hired auto liability coverage applies excess of any other valid and collectible insurance.

**NOTE:** Excess coverage is provided to Registered Class A Volunteers of Special Olympics who are using their personal vehicles on behalf of, and with the permission of, Special Olympics, and have a valid driver's license and insurance with at least the state minimum requirements.

Additionally, employees of Special Olympics are insured on an excess basis while using their own vehicles for Special Olympics business.

**INSURER:** PHILADELPHIA INDEMNITY INSURANCE COMPANY

### COVERED AUTOS:

- Hired Autos: Autos that are leased, hired, rented (e.g. rental vehicles), or borrowed by Special Olympics for less than one month by your Program and are used in your business.
- Non-Owned Autos: Autos that are not leased, hired, rented, or borrowed by Special Olympics that are used in your business (e.g. autos owned by employees or by volunteers).

### COVERAGE & LIMITS:

- Any One Accident \$1,000,000

**NOTE:** No coverage is provided for losses caused by an uninsured/underinsured motorist to non-owned vehicles. However, uninsured/underinsured motorists' coverage is afforded for vehicles that are "commercially rented" by an insured. The uninsured/underinsured motorist limit is \$55,000 (combined single limit) or increased to meet the statutory limits required by a particular state.

## ✓ HIRED AUTO PHYSICAL DAMAGE

**Description of Coverage:** Coverage is provided for physical damage claims arising as a direct result of the use of a "commercially rented" vehicle by a Special Olympics employee, or registered volunteer for Special Olympics business with Special Olympics' permission.

A vehicle is considered "commercially rented" if it is:

- (a) obtained from an entity whose primary commercial purpose is renting vehicles for profit;
- (b) a specific rental charge is made; and
- (c) a rental contract is executed between the rental establishment and Special Olympics with respect to the particular vehicle.

The policy is subject to the limit and deductible shown below.

### DEDUCTIBLE & LIMITS:

• Hired Auto Physical Damage (per vehicle)	\$55,000
• Deductible (per accident) collision	\$1,000
• Deductible (per accident) other than collision	\$100

## ✓ EXCESS LIABILITY

**Description of Coverage:** These policies provide insurance coverage in excess of scheduled underlying SOCIP policies for all Special Olympics Accredited U.S. Programs and Special Olympics, Inc. Contact American Specialty to determine if your business office policies (other than certain SOCIP policies) qualify to be scheduled for coverage under the excess policies for no additional premium.

### INSURER: PHILADELPHIA INDEMNITY INSURANCE COMPANY

#### **UMBRELLA (\$10M x \$1M) COVERAGE & LIMITS:**

• Each Occurrence	\$10,000,000
• Personal & Advertising Injury	\$10,000,000
• General Aggregate	\$10,000,000
• Products/Completed Operations Aggregate	\$10,000,000
• Sexual Abuse & Molestation	Included
• Retained Limit	\$10,000

### INSURER: CRUM & FORSTER

#### **EXCESS (\$5M x \$10M) COVERAGE & LIMITS**

• Each Occurrence	\$5,000,000
• General Aggregate	\$5,000,000
• Products/Completed Operations Aggregate	\$5,000,000
• Sexual Abuse & Molestation	Included

### INSURER: MARKEL AMERICAN INSURANCE COMPANY

#### **EXCESS (\$5M x \$15M) COVERAGE & LIMITS:**

• General Aggregate	\$5,000,000
• Each Occurrence	\$5,000,000
• Products/Completed Operations Aggregate	\$5,000,000
• Sexual Abuse & Molestation	Included

### INSURER: INDIAN HARBOR

#### **EXCESS (\$5M x \$20M) COVERAGE & LIMITS:**

• General Aggregate	\$5,000,000
• Each Occurrence	\$5,000,000
• Products/Completed Operations Aggregate	\$5,000,000
• Sexual Abuse & Molestation	Included

### INSURER: RSUI

#### **EXCESS (\$3M x \$25M) COVERAGE & LIMITS:**

• General Aggregate	\$3,000,000
• Each Occurrence	\$3,000,000
• Products/Completed Operations Aggregate	\$3,000,000
• Sexual Abuse & Molestation	Included

### INSURER: ATEGRITY SPECIALTY INSURANCE COMPANY

#### **EXCESS (\$7M x \$28M) COVERAGE & LIMITS:**

• General Aggregate	\$7,000,000
• Each Occurrence	\$7,000,000
• Products/Completed Operations Aggregate	\$7,000,000
• Sexual Abuse & Molestation	Included

## ✓ EXCESS LIABILITY (cont.)

### INSURER: SCOTTSDALE INSURANCE COMPANY

#### **EXCESS (\$15M x \$35M) COVERAGE & LIMITS:**

• Annual Aggregate	\$15,000,000
• Each Occurrence	\$15,000,000
• Sexual Abuse & Molestation	Excluded

## ✓ PARTICIPANT ACCIDENT MEDICAL

**Description of Coverage:** This policy responds when injuries resulting from an accident occur during a Covered Event or during Covered Travel. This is an accident medical policy, not a sickness or illness medical policy. For example, it may cover the medical expenses caused by a broken leg, but not those caused by appendicitis. An accident must occur in order for coverage to apply.

The accident medical insurance policy is excess of any other valid and collectible insurance or medical plan applicable to the injured participant.

*Injuries* are defined as accidental bodily injuries received while insured under this coverage and resulting independently of sickness and all other causes. A covered loss, for purposes of this insurance, will include: 1) the repair of orthopedic appliances and prosthetics, not including replacements; and 2) bodily injuries arising as a result of a seizure (including epileptic seizures).

To be covered, the injury must occur while:

- (a) participating in activities that are authorized, organized and supervised by Special Olympics; or
- (b) traveling to, during, or after such activities as a member of a group in transportation furnished or arranged by Special Olympics.

*Covered Event* is defined as any scheduled activity authorized, organized and supervised by Special Olympics. With respect to competition activities, this includes pre-competition activities and practice sessions.

*Covered Event* also includes activities authorized by Special Olympics that are Directly Supervised by Registered Class A Volunteers, but only when participation is part of the Special Olympics athlete's overall sports training for Special Olympics, or for the purposes of qualifying for Special Olympics competition.

*Directly Supervised* is defined as supervised in person by a Registered Class A Volunteer.

*Registered Class A Volunteer* is defined as an individual currently registered in accordance with the Special Olympics Official General Rules, or other Special Olympics policies in effect during the policy period.

*Insured Persons* are defined as U.S. Special Olympics athletes (including Young Athletes), unified partners, managers, coaches, officials, chaperones, supervisors, fundraising participants, and other volunteers (whose names are on file with Special Olympics) while participating in a Covered Event.

### INSURER: MUTUAL OF OMAHA

#### **PARTICIPANT ACCIDENT COVERAGE & LIMITS:**

• Excess Accident Medical/Dental Limit*	\$10,000
• Accidental Death Limit	\$5,000
• Dismemberment:	
• Both hands or feet	\$5,000
• Both eyes	\$5,000
• Speech and hearing (both ears)	\$5,000
• One hand or one foot or speech or hearing	\$2,500
• Thumb and index finger of the same hand	\$1,250

Only one of the amounts above (the largest applicable) will be paid.

\* *Dental includes sound and natural teeth and repair and replacement of existing artificial dental work.*

**NOTE:** Please see the policy wording for a listing of all coverage exclusions.

## ✓ VOLUNTEER MEDICAL MALPRACTICE

**Description of Coverage:** This policy provides insurance coverage for medical malpractice claims for medical services rendered at Special Olympics events by state-registered medical/health professionals who are registered Special Olympics volunteers, other than doctors, acting in the capacity of a Special Olympics Registered Volunteer. Coverage is not provided for doctors. Commercial medical service firms volunteering the services of their paid employees are not covered. However, should any of these employees volunteer their services on a personal basis, separate from their employment status, coverage would be extended provided such person is not a doctor and is a Special Olympics Registered Volunteer in accordance with the Special Olympics Official General Rules or other Special Olympics policies in effect during the policy period.

**INSURER:** EVANSTON INSURANCE COMPANY

**NAMED INSURED:** SPECIAL OLYMPICS, INC.

### MEDICAL MALPRACTICE COVERAGE & LIMITS:

• Each Claim	\$1,000,000
• Aggregate	\$3,000,000
• Deductible (each claim)	\$2,500

**NOTE:** Medical Malpractice coverage for Healthy Athletes and MedFest volunteer physicians volunteering their time at a Special Olympics event is provided under a separate policy. Please contact American Specialty for further information.

## ✓ CRIME

**Description of Coverage:** This policy provides insurance coverage to Special Olympics Accredited U.S. Programs against fraudulent, dishonest, or criminal acts committed by a Special Olympics employee, volunteer, or board member acting alone, or in collaboration with others, and causing Special Olympics to suffer a loss of money, securities, or property.

This policy also includes coverage for losses sustained by an ERISA plan.

**INSURER:** FEDERAL INSURANCE COMPANY

### CRIME COVERAGE & LIMITS:

• Employee Dishonesty policy limit	\$2,000,000
• Retention (per occurrence)	\$50,000

*\*U.S. Programs should secure additional employee dishonesty coverage to meet the SOCIP deductible.*

## ✓ DIRECTORS & OFFICERS LIABILITY (D&O)

**Description of Coverage:** Each U.S. Program and Special Olympics, Inc. has bound D&O coverage through Philadelphia Indemnity Insurance Company. The D&O policy provides protection against liability caused by the wrongful acts of directors, officers, trustees, employees, and volunteers of Special Olympics, including employment-related practices. The policy does not cover bodily injury losses or breach of contract. Directors, officers, trustees, employees, volunteers, or the entity itself must be named in a lawsuit in order for coverage to respond. The minimum limit is \$1,000,000 per claim/annual aggregate.

Each D&O policy has also been endorsed to include fiduciary liability. Fiduciary Liability coverage includes coverage for liability arising from providing counsel to employees, beneficiaries, or participants regarding benefit plans, providing interpretations and handling records in connection with any benefit plan, or effecting enrollment, termination, or cancellation of employees or participants under any benefit plan.

## ✓ CYBER LIABILITY

**Description of Coverage:** Each U.S. Program has bound a Cyber Liability policy (if a policy outside of the SOCIP program is not already in place) through Philadelphia Indemnity Insurance Company. The Cyber

## ✓ CYBER LIABILITY (cont.)

policy includes coverage for liability arising from a breach of personal identifying information in the care, custody or control of Special Olympics. Philadelphia Insurance Companies' Cyber Security Liability program provides both First and Third Party coverage.

This exposure historically was covered on the D&O policy, but is now a stand-alone policy, allowing for the Cyber Liability policy to have its own limits.

**INSURER:** PHILADELPHIA INDEMNITY INSURANCE COMPANY

## ✓ DRONES - NON-OWNED AIRCRAFT

**Description of Coverage:** This policy provides protection to Special Olympics, Inc. and all US Accredited Programs for third-party claims of bodily injury or property damage arising from the use of a drone at Special Olympics events only.

**Policy Requirements:**

- Drone operators must be registered with the FAA and have a \$1,000,000 underlying liability policy in place that names Special Olympics, Inc. and US Accredited Programs as Additional Insureds. A Certificate of Insurance must be on file evidencing such coverage.
- Drone weight may not exceed 55 pounds.
- The aircraft must be operated in flight by an individual meeting the open pilot warranty who has a current and proper pilot certificate with necessary ratings by the FAA for each flight.

**INSURER:** ENDURANCE AMERICAN INSURANCE CO.

### DRONE COVERAGE & LIMITS:

• Aircraft Liability (combined Single Limit - Bodily Injury and Property Damage Liability)	\$1,000,000
• Personal Injury (each occurrence/aggregate)	\$1,000,000

## ✓ AMERICAN SPECIALTY CONTACT DETAILS

### RISK MANAGEMENT/INSURANCE QUESTIONS:

Jina Doyle, Sr. Vice President, Client Services  
jdoyle@americanspecialty.com - Direct: 260.969.5352

Rashelle Thoms, Client Services Executive  
rthoms@americanspecialty.com - Direct: 260.755.7284

### CERTIFICATE/COVERAGE/CONTRACT QUESTIONS:

Rene Waterson, Account Manager  
rwaterson@americanspecialty.com - Direct: 260.969.5392

### CLAIMS QUESTIONS:

#### GENERAL LIABILITY CLAIMS

Andrew Kreul, Claims Adjuster  
akreul@americanspecialty.com - Direct: 260.755.7288

#### AUTOMOBILE CLAIMS

Kristin Acosta, Claims Adjuster  
kacosta@americanspecialty.com - Direct: 260.755.7258

### PARTICIPANT ACCIDENT CLAIMS: (managed by HSR)

**SUBMIT TO:** HEALTH SPECIAL RISK, INC.  
4100 Medical Parkway  
Carrollton, Texas 75007  
Email: claims@hsri.com  
Call: 972.512.5600 Fax: 972.512.5820  
Toll Free: 800.328.1114

**NOTE:** American Specialty Insurance & Risk Services, Inc. also conducts business as A.S.I.R.S.I. Insurance Agency in the state of California, American Specialty Insurance & Risk Services Agency in the state of Michigan, and A S Insurance & Risk Services Agency in the state of New York.