

## INSURANCE

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## FIRST REPORT OF ACCIDENT/INCIDENT

If an accident or incident should occur during a Special Olympics activity, the *First Report of Accident/Incident Form* should be completed and e-mailed to the Chief Operating Officer or faxed to Special Olympics Wisconsin (SOWI) at the Headquarters office and American Specialty (the number is shown on the bottom of the form included in the *Forms for Duplication* section of this handbook). Please fill out this form whenever there is a circumstance which causes an injury to a person (participant or spectator) or property, even if you feel the accident or incident may not lead to an actual claim.

### **In the Event of a Serious Injury**

Refer to Crisis Communication in the Communication and Public Relations section of this handbook for the Crisis Team Phone Tree immediately in the event of a serious injury. Be prepared to provide the following information:

1. Brief overview of the nature of the incident
2. Where the activity took place when the incident occurred
3. The phone number of persons SOWI can call to gather further details
4. If applicable, name of hospital where injured person was taken

Even if all information is not available, **do not delay** contacting SOWI. In any injury situation, it is vital that SOWI be contacted as soon as possible. Additional resources are available in the communications and Public Relations section of this handbook.

## REQUEST FOR CERTIFICATE OF INSURANCE

When you reserve a facility for a Special Olympics event, you may be asked to provide a *Certificate of Insurance*. A *Certificate of Insurance* is a one-page document which provides evidence that particular insurance coverage exists. You may obtain a *Certificate of Insurance* (only if required by the facility or organization) by submitting a *Request for Certificate of Insurance Form*.

For duplication, *Request for Certificate of Insurance Form* is provided in the *Competition* and *Forms for Duplication* sections of this handbook.



# SPECIAL OLYMPICS

## FIRST REPORT OF ACCIDENT / INCIDENT



**U.S. PROGRAM/AREA:** \_\_\_\_\_ **Date of Incident:** \_\_\_\_\_ **INJURED PARTY:**

**Injured Person/Party Information** Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_

(Last) (First) (MI)

Address: \_\_\_\_\_

(Street) (City) (State) (Zip)

Home Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Gender: ☐ Male ☐ Female Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

### TYPE OF INJURY/ ACCIDENT:

- ☐ Bodily Injury  
☐ Property Damage  
☐ Automobile  
☐ Other: \_\_\_\_\_

- ☐ Athlete  
☐ Volunteer  
☐ Coach  
☐ Employee  
☐ Spectator  
☐ Unified Partner  
☐ Property Owner  
☐ Other: \_\_\_\_\_

### Description of Accident (If automobile accident occurred, please attach a copy of the police report).

Describe how the accident occurred (Attach a separate sheet if necessary): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Site / event where accident occurred:** \_\_\_\_\_

<p><b>ACCIDENT OCCURRED DURING:</b></p> <p><input type="checkbox"/> Training/Practice  <input type="checkbox"/> Competition  <input type="checkbox"/> Traveling to or from SO event  <input type="checkbox"/> Other: _____</p> <p><b>TYPE OF INJURY:</b></p> <p><input type="checkbox"/> Severe cut w/ bleeding  <input type="checkbox"/> Less serious bruise or cut  <input type="checkbox"/> Break/fracture  <input type="checkbox"/> Concussion  <input type="checkbox"/> Paralysis  <input type="checkbox"/> Fatality  <input type="checkbox"/> Other: _____</p>	<p><b>DISPOSITION:</b></p> <p><input type="checkbox"/> Released to parent  <input type="checkbox"/> Refusal of care  <input type="checkbox"/> Refer to doctor  <input type="checkbox"/> Refer to hospital or clinic  <input type="checkbox"/> Medical attention  <input type="checkbox"/> EMS transport  <input type="checkbox"/> Patient requested EMS transport  <input type="checkbox"/> Released to personal vehicle  <input type="checkbox"/> Police  <input type="checkbox"/> Ambulance  <input type="checkbox"/> Report only  <input type="checkbox"/> Other: _____</p>	<p><b>SPORT</b></p> <p><input type="checkbox"/> Alpine Skiing  <input type="checkbox"/> Aquatics  <input type="checkbox"/> Athletics  <input type="checkbox"/> Badminton  <input type="checkbox"/> Baseball  <input type="checkbox"/> Basketball  <input type="checkbox"/> Bocce  <input type="checkbox"/> Bowling  <input type="checkbox"/> Cheerleading  <input type="checkbox"/> Cross Country Ski  <input type="checkbox"/> Cycling  <input type="checkbox"/> Equestrian  <input type="checkbox"/> Figure Skating  <input type="checkbox"/> Floor Hockey  <input type="checkbox"/> Golf  <input type="checkbox"/> Gymnastics  <input type="checkbox"/> Kickball</p> <p><input type="checkbox"/> Power Lifting  <input type="checkbox"/> Relay Game  <input type="checkbox"/> Roller Skating  <input type="checkbox"/> Sailing  <input type="checkbox"/> Snowboarding  <input type="checkbox"/> Snowshoe  <input type="checkbox"/> Soccer  <input type="checkbox"/> Softball  <input type="checkbox"/> Speed Skating  <input type="checkbox"/> Swimming  <input type="checkbox"/> Table Tennis  <input type="checkbox"/> Team Handball  <input type="checkbox"/> Tennis  <input type="checkbox"/> Track &amp; Field  <input type="checkbox"/> Volleyball  <input type="checkbox"/> Other: _____</p>	<p><b>BODY PART INJURED:</b></p> <p><input type="checkbox"/> Head  <input type="checkbox"/> Neck  <input type="checkbox"/> Torso  <input type="checkbox"/> Back  <input type="checkbox"/> Hand (L / R)  <input type="checkbox"/> Finger (L / R)  <input type="checkbox"/> Elbow (L / R)  <input type="checkbox"/> Shoulder (L / R)  <input type="checkbox"/> Leg (L / R)  <input type="checkbox"/> Knee (L / R)  <input type="checkbox"/> Thigh (L / R)  <input type="checkbox"/> Shin (L / R)  <input type="checkbox"/> Toe (L / R)  <input type="checkbox"/> Other: _____</p>
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### Contact/Care Provider Information (If an athlete or underage volunteer was injured, please identify the care provider and/or responsible party (e.g. parent, legal guardian).

Relationship to the injured person: \_\_\_\_\_ Employer Name: \_\_\_\_\_

Name: \_\_\_\_\_ Employer Address: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Does the injured person have medical insurance? ☐ Yes ☐ No

If yes, insurance is provided by: ☐ Injured Person ☐ Care Provider/Responsible Party

Please provide name of Company and Policy Number: \_\_\_\_\_

### Witness Information (Please provide names and phone numbers of any witnesses to the incident)

Witness #1 Name: \_\_\_\_\_ Daytime Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Witness #2 Name: \_\_\_\_\_ Daytime Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

### Special Olympics Official / Representative (other than claimant)

Name: \_\_\_\_\_ Daytime Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Signature: \_\_\_\_\_

#### SEND COMPLETED FORM TO:

AMERICAN SPECIALTY INSURANCE & RISK SERVICES, INC.  
 7609 W. Jefferson Blvd., Suite 150  
 Fort Wayne, Indiana 46804-4133 | Fax: 260.969.4729

#### IF INJURY WAS SERIOUS OR A FATALITY:

IMMEDIATELY NOTIFY AMERICAN SPECIALTY  
 AT 800.566.7941, 24 hours a day/7 days a week

## **15-PASSENGER VAN POLICY**

After considering the information below, the U.S. Risk Management Insurance Task Force (RMITF) has concluded that **U.S. Programs must discontinue the use of 15-passenger vans to transport athletes, volunteers and employees effective December 31, 2003.** This policy does not apply to the use of 15-passenger vans by other organizations that transport Special Olympics athletes to Special Olympics activities if those other organizations meet the following conditions: (i) operate the vans using the precautions recommended by NHTSA; (ii) understand that the Special Olympics Program is not responsible for any injuries sustained to the driver or passengers if an accident occurs; and (iii) it is clear that the driver is acting on behalf of the third party and not in the capacity of Special Olympics volunteer or staff.

Agencies should not plan on the use of 15-passenger vans for any future events, and be aware that any 15-passenger vans which are used will not be covered by Special Olympics insurance.

### **Background**

In April 2001, the RMITF distributed a memorandum to all U.S. Programs warning about the increased risk of rollovers posed by 15-passenger vans. This warning was triggered when the U.S. National Highway Traffic Safety Administration (NHTSA) issued a consumer advisory about the safety of 15-passenger vans following several serious roll-over accidents.

In April 2002, NHTSA issued a second consumer advisory (attached), and the RMITF again warned U.S. Programs of the dangers associated with these vans.

In November 2002, the RMITF distributed a memorandum to all U.S. Programs strongly urging each U.S. Program to discontinue the use of 15-passenger vans to transport athletes, volunteers and employees.

The RMITF's greatest concern is for the safety of Special Olympics athletes, volunteers and employees. Secondly, we are concerned about exposure to potentially serious lawsuits if there should be an accident involving a 15-passenger van owned by or operated on behalf of a Program. NHTSA continues to alert the public about the risks associated with using 15-passenger vans. In addition, many insurance companies are refusing to provide automobile coverage to organizations that use 15-passenger vans.

## 2015 SPECIAL OLYMPICS CORPORATE INSURANCE PROGRAM

This provides a summary of the Special Olympics Corporate Insurance Program (SOCIP). SOCIP is the customized Special Olympics insurance program that provides certain common coverage's for all U.S. Programs and Special Olympics, Inc. in accordance with General Rules section 8.09. Detailed terms and conditions of coverage are contained in each respective policy, which can be obtained through American Specialty Insurance & Risk Service, Inc. ("American Specialty").

### Named Insureds

- Special Olympics, Inc.
- All Special Olympics Accredited U.S. Programs

All policies are issued on a calendar-year basis. Unless otherwise stated, the Named Insureds are the same for all policies shown.

For the purpose of this document, "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**

#### Description of Coverage

The general liability coverage protects 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

Policy Number: PHPK1262710

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 Insurance Services, Inc. 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 (other than products and completed operations)	\$5,000,000
• Sexual Abuse and Molestation-per occurrence	\$1,000,000
(Included in policy limits, but subject to a \$100,000 self-insured retention)	\$2,000,000 agg.
• Products-Complete 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 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 activities:

- Golf ball drops
- Firearms
- Rodeos
- Political rallies
- Obstacle Runs (including obstacles, paint, foam or other non-traditional challenge features)
- Animals
- Fundraising activities lasting more than seven consecutive days
- Fundraising events with greater than 5,000 people at any one time (other than a Polar Plunge®)
- Aircraft (other than airplane pulls)
- Events involving alcohol
- Over The Edge events

The following exclusions and requirements 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
- Skydiving
- Fireworks
- Aircraft
- Rock Climbing Walls
- Construction Activities
- Mechanical Amusement Rides
- Watercraft (longer than 75 feet)
- Events involving alcohol
- Inflatables

### **Non-Owned & Hired Automobile Liability (NOHA)**

#### 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, athlete or a registered volunteer of Special Olympics.

Restriction: Non-owned and hired auto liability coverage applies excess of any other validated 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 proof of insurance with at least the state minimum requirements.

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

Insurer: Philadelphia Indemnity Insurance Company

Policy Number: PHPK1262710

#### Covered Autos

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

#### Hired Auto Physical Damage 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 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

Policy Number: PHUB481801

#### Excess (20x1) Coverage & Limits

- |                                            |              |
|--------------------------------------------|--------------|
| • Each Occurrence                          | \$20,000,000 |
| • Personal and Advertising Injury          | \$20,000,000 |
| • General Aggregate                        | \$20,000,000 |
| • Products/Completed Operations Agg.       | \$20,000,000 |
| • Sexual or Physical Abuse and Molestation | Included     |
| • Retained Limit                           | \$10,000     |

Insurer: Markel American Insurance Company

Policy Number: XOMW179914

#### Excess (10 part of 20 excess of 1 excess of underlying) Coverage & Limits

- |                                          |              |
|------------------------------------------|--------------|
| • General Aggregate                      | \$10,000,000 |
| • Each Occurrence                        | \$10,000,000 |
| • Product/Completed Operations Aggregate | \$10,000,000 |
| • Sexual Abuse and Molestation           | Included     |

Insurer: Scottsdale Insurance Company

Policy Number: XLS0095289

#### Excess (10x10x20x1) Coverage & Limits

- |                                |              |
|--------------------------------|--------------|
| • Annual Aggregate             | \$10,000,000 |
| • Each Occurrence              | \$10,000,000 |
| • Sexual Abuse and Molestation | Included     |



## Participant Accident Medical Policy

### 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 in 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 the purposes of this insurance, will include: a) the repair or replacement of existing prosthetic devices such as artificial limbs, glass eyes, and artificial dental work; and b) bodily injuries arising as a result of a seizure (including epileptic seizures). To be covered the injury must occur while:

- a) Participating in activities sponsored 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 Official Special Olympics General Rules or other Special Olympics policies in effect during the policy period.

*Covered Travel* is defined as travel that is traveling to, during, or after such activities as a member of a group in transportation furnished or arranged by Special Olympics.

*Insured Persons* is defined as United States Special Olympics athletes (including Young Athletes™), Unified Sports® 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.

### Participant Accident Coverage & Limits

•	Excess Accident Medical/Dental*	\$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 Official Special Olympics General Rules or other Special Olympics policies in effect during the policy period.

Insurer: Evanston Insurance Company

Policy Number: SM904635

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 physicians is provided under a separate policy, which is paid for by SOI. Please contact American Specialty for further information.

## **Crime**

### Description of Coverage

This policy provides insurance coverage to Special Olympics, Inc., and 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 provides world-wide coverage.

The policy also includes coverage for losses sustained by an ERISA Plan.

Insurer: Chubb Insurance Company

Policy Number: 8223-1333

### Crime/Fidelity Coverage and Limits

- Employee Dishonesty policy limit \$500,000
- Retention (per occurrence) \$50,000

## **Directors and 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 limits, retention and premium that apply to each U.S. Program will vary, depending on whether or not the Program or Special Olympics, Inc. has sustained losses in the past or its desired limit of liability. The minimum limit will be \$1,000,000 per claim/annual aggregate. Each D & O policy has been endorsed to provide limited cyber liability coverage.

## AMERICAN SPECIALTY CONTACT INFORMATION

### Risk Management/Insurance Questions

Jina Doyle, Vice President, Special Programs

Phone: (800) 245-2744, Ext. 127

Fax: (260) 969-4729

E-Mail: [jdoyle@amerspec.com](mailto:jdoyle@amerspec.com)

### Certificate/Coverage/Contract Questions

Rene Waterson, Account Manager

Phone: (800) 245-2744, Ext. 135

Fax: (260) 969-4729

E-Mail: [rwaterson@amerspec.com](mailto:rwaterson@amerspec.com)

### Claims Questions

*General Liability and Automobile*

Cathy Schell, Vice President, Claims Services

Phone: (800) 566-7941, Ext. 245

Fax: (260) 969-4729

E-Mail: [cschell@amerspec.com](mailto:cschell@amerspec.com)

### Participant Accident

Paula Jablonski, Claims Examiner

Phone: (800) 566-7941, ext. 179

Fax: (260) 969-4729

E-Mail: [pjablonski@amerspec.com](mailto:pjablonski@amerspec.com)

### Mail or Fax Claims to:

American Specialty Insurance & Risk Services, Inc.

7609 W. Jefferson Blvd. Suite 150

Fort Wayne, IN 46804-4133

Phone: (800) 566-7941

Fax: (260) 969-4729

[www.amerspec.com](http://www.amerspec.com)

## CONTRACTS

A contract is a legally binding agreement between two competent parties who have each exchanged something of value. A large number of the contracts you will encounter involve the use of facilities. In exchange for the use of a facility, the facility owner requests certain consideration, often monetary in nature.

Contracts for facility rental may be signed by the Agency manager. Here are some steps to follow in examining various contract components. In addition, please utilize the attached *Contract Review Checklist* and *Event Flowchart*.

- 1) **Scan** the agreement to make certain the venue or facility is correctly named, and the date and event are correctly identified. Also, verify the cost, if any, associated with the use of the facility. Determine who is to sign the agreement, when it is to be effective, and when someone expects it to be executed.
- 2) **Identify** the provisions which will be the most significant from a risk management perspective. These include any provisions which refer to “insurance,” “hold harmless,” “indemnification,” or “negligence.” These tend to be the provisions and paragraphs of the agreement which are most troublesome and are generally those for which the most discussion and negotiation are required.
  - a) **Indemnification** – The words “indemnify” and “indemnification” refer to protection against damage or loss. When this concept is being included in a contract, one party (Special Olympics) agrees to indemnify or reimburse the other party for any loss the party suffers. The key in examining this particular provision is to determine exactly what the other party is being indemnified against. It may be fair and equitable to agree to indemnify the other party for any losses that party suffers as a result of your own actions, but may be over-reaching to require you to indemnify the other party against losses that result from either the other party’s actions or other things well beyond your own control. The issue revolves around which party’s negligence the indemnity provision is to apply.
  - b) **Negligence** – Negligence refers to failure to use care that is required to protect against a reasonable chance of harm. The Special Olympics commercial general liability insurance policy provides coverage on behalf of Special Olympics for sums it is legally required to pay as a result of its actions or negligence. Special Olympics does not wish to assume responsibility for the negligence of the other party. This is an issue which often arises, and these provisions are unacceptable from the perspective of Special Olympics, Inc. and warrant close scrutiny.
  - c) **Hold Harmless** – The concept of hold harmless is to protect the other party from any harm it may otherwise suffer as a result of you using a particular facility. A contract often intertwines hold harmless and indemnification provisions and may or may not also include negligence wording. Again, the key is defining what particular acts or losses for which you agree to hold the other party harmless.
  - d) **Responsible** – When “responsibility” is expressed in an ambiguous manner, or extends to things beyond your control or beyond the area or building you are using, you need to carefully scrutinize that provision of the agreement. You need to be diligent in ascertaining that you are agreeing only to be responsible for those things within your realm of control and reasonable within the area you are performing your function. (Be careful to determine if responsibility extends to public walkways and roadways leading to or from a facility.)
  - e) **Waiver of subrogation** – It is becoming more common for the other party of your contract to request a waiver of subrogation. This may be phrased with those words or words such as “surrender” the right to recover payment or you “transfer the right of recovery”. Though subrogation is the technical term, the concept is one of transferring the right of recovery.
  - f) It is important to note that only the insurer may waive its right of subrogation. If you are faced with this provision, it is recommended that you consider it be deleted. If the provision cannot be deleted, then the insurer should be notified so that consideration may be given to formally waive subrogation in such instance. This will result in additional premium due in exchange for the waiver of subrogation endorsement to the insurance policy.

- 3) **Review** the terms. Does the wording reflect your understanding of what was previously agreed? If you expected to assume responsibility for something and that is properly stated in the agreement, then it is fine. If you did not anticipate assuming responsibility for something for which the agreement makes clear you will be responsible, then you must examine it more closely. Determine the impact of the provisions. Are you being asked to provide insurance which you do not have? Are you being required to indemnify another party for losses which are the result of that party's actions or omissions? These will form the basis of the next step.
- 4) **Respond/Recommend** – If you feel there should be changes, the recommendation of alternative wording will initiate continued discussion. As long as you agree that the purpose of the contract is clear, the responsibilities fully and accurately delineated, and neither party demands the assumption of responsibility for someone else's negligence, the negotiation may move forward.
- 5) **Execute** the agreement. Once all provisions accurately and fairly represent your intention and understanding with respect to the responsibilities of both parties, you may sign the agreement. The final step is to make sure the agreement is signed and dated by both parties, and that you are comfortable that the person signing the agreement has the authority to do so (e.g. an officer or agent who can legally bind an organization). In addition, you should add a title underneath your signature so that it is clear that you are signing it as an authorized representative of your Special Olympics Agency. Retain a copy of the agreement for your records.

Important: Do not sign an agreement whereby you personally accept responsibility for the agreement. When you do so, you may have immediately put all of your personal assets on the hook.

The information contained in this *Contract* section is paraphrased from the *Discussion of Select Contract Provisions for Special Olympics* (copyright 1997 by American Specialty Insurance Services, Inc.) of the Special Olympics Risk Management Manual and is used with permission of American Specialty. If you would like to obtain a complete copy of this document, please contact the Chief Operating Officer at the Headquarters office at (800) 552-1324.

We are hopeful that by identifying and reviewing various contract provisions, you will be in a better position to satisfy all of the basic agreement and risk management considerations. If you have questions or would like a risk management opinion, our contact at American Specialty is Jina Doyle at (800) 245-2744 Ext. 127.

## CONTRACT REVIEW CHECKLIST

### Special Olympics Wisconsin Contract Review Checklist

#### Purpose of Checklist

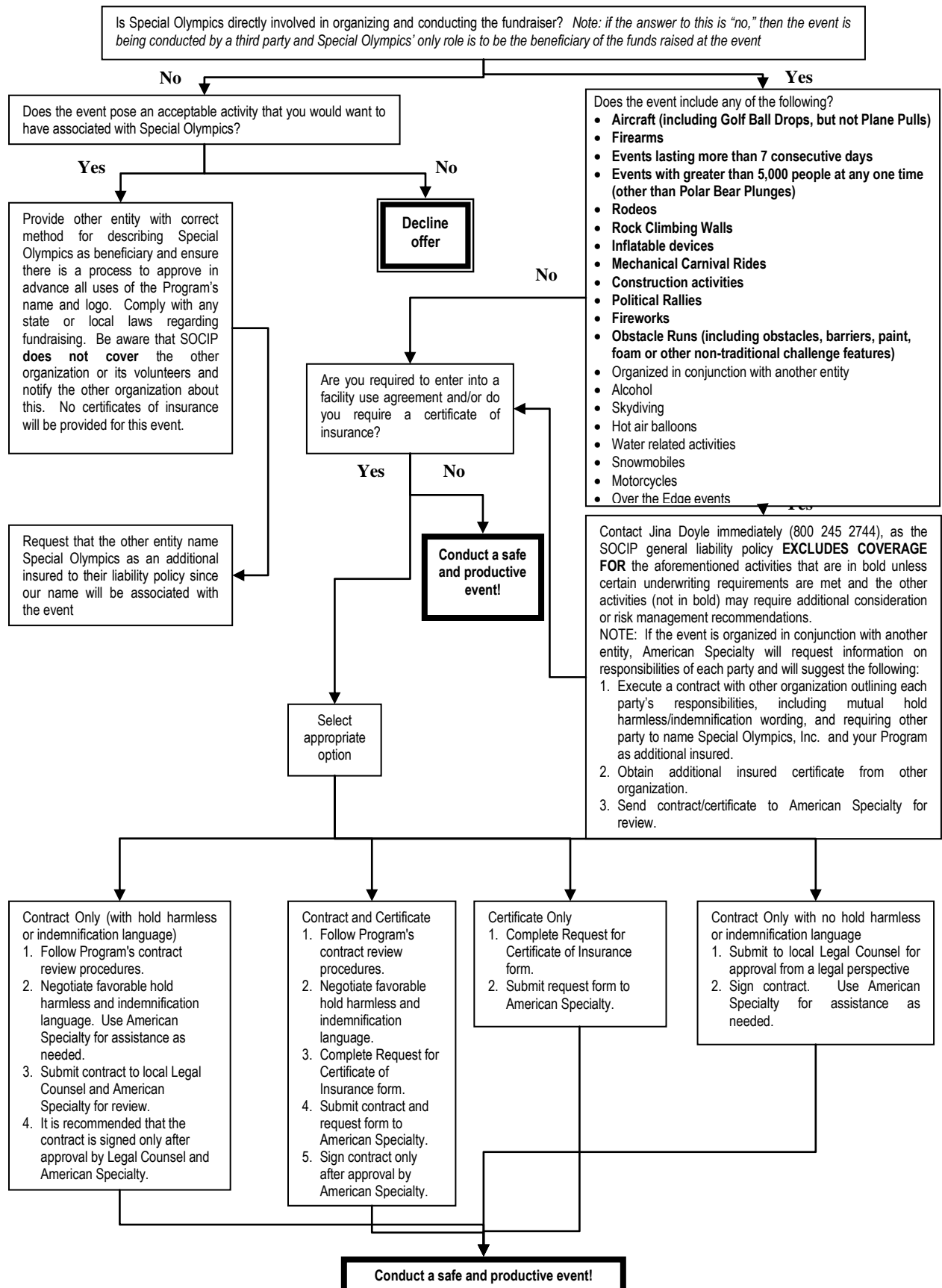
The following checklist is provided as a tool to help Special Olympics U.S. Programs when determining whether to sign a contract/agreement with a venue or facility. This checklist focuses on risk management issues and applies primarily to facility or venue use agreements/contracts. Although some of the same principles may apply, this checklist is not intended to be used for contracts such as hotel agreements, sponsorship agreements, long-term building leases, etc. A U.S. Program should always follow its own protocol relative to the contract review process and should work with legal counsel and insurance representatives (American Specialty or local broker) as appropriate.

#### Using the Checklist

If the answer to any of the questions below is "no," separate action is recommended prior to signing. Also, please utilize the Event Flowchart to help identify any additional steps that may need to be taken relative to insurance.

<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you have a complete, legible copy of the contract?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Are all parties listed by their formal legal names?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Are the effective dates and times of the agreement accurately stated?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Are the individuals to sign the agreement authorized representatives of each party?
<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>Is the indemnification and hold harmless provision "acceptable"?</p> <p><b>Acceptable:</b></p> <ul style="list-style-type: none"> <li>• Other party indemnifies and holds Program harmless for losses, and Program doesn't indemnify or hold other party harmless; or</li> <li>• Each party is responsible for its own negligence - mutual indemnification and hold harmless; or</li> <li>• Program indemnifies and holds other party harmless <b>but not</b> for losses arising from other party's negligence (or other party's sole or gross negligence). This is acceptable although above options are preferable.</li> </ul> <p><b>Not Acceptable</b></p> <ul style="list-style-type: none"> <li>• Program 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 Program harmless.</li> </ul>
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the Program carry the insurance coverage required in the contract?
<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>Is the additional insured requirement consistent with the indemnification and hold harmless provision?</p> <p>For example:</p> <ul style="list-style-type: none"> <li>• If there is mutual hold harmless and indemnification, the parties should name each other as additional insured.</li> <li>• If the Program must hold harmless and indemnify the other party for losses arising out of the Program's negligence only, then the Program should be required to name the other entity as an additional insured only with respect to losses arising out of the Program's negligence.</li> </ul>
<input type="checkbox"/> Yes <input type="checkbox"/> No	Are the cancellation requirements acceptable (for example, they do not place an undue financial burden on the Program if the Program needs to cancel)?

# INSURANCE NEEDS FUNDRAISING EVENT FLOWCHART AND EXPLANATION



The following provides an overview of the exclusions and requirements that apply for certain fundraising events and activities. This overview also provides information on exclusions and requirements that are not restricted to fundraising but that may apply at certain fundraising or sporting events. If you are considering conducting an event or activity that fits into any of these categories, you must contact Jina Doyle, Special Olympics Risk Manager ((800) 245-2744) to discuss risk management plans and determine whether the event can be covered under the Special Olympics Corporate Insurance Program (SOCIP) or a separate Special Event policy.

Please note that the exclusions do not necessarily preclude Programs from securing coverage for these events, as Special Olympics General Liability insurer is willing to consider inclusion of certain excluded events under the Special Olympics Corporate Insurance Program or via a separate Special Event policy if the Program takes appropriate risk management steps to make the risk acceptable. **However, it is essential for U.S. Programs to be aware of the exclusions and coverage requirements so that any excluded events can be discussed and an approach agreed upon well in advance of the event.** Otherwise, a Program will run the risk of holding an uninsured event.

### **Fundraising Exclusions and Requirements**

The following exclusions and requirements apply specifically to Special Olympics fundraisers. Please note that events at which fundraising activities are included but are not the primary purpose of the event shall not be considered a fundraising event and shall not be subject to these exclusions and requirements. For example, selling T-shirts at State Games does not make State Games a fundraising event for the purposes of these exclusions and requirements.

- **Golf Ball Drops** –Any activities involving aircraft (i.e. helicopters) at a golf ball drop are excluded from the policy unless the following underwriting requirements are met:
  - Special Olympics, Inc. and the U.S. Program organizing the event are held harmless and indemnified by the aircraft service via a written agreement.
  - Special Olympics, Inc. and the U.S. Program organizing the event are named as an additional insured on the aircraft service's owned aircraft liability policy with minimum liability limits of \$10,000,000.
  - Individual(s) dropping the golf balls are employees of the aircraft service and are covered by workers' compensation insurance, or, if the individual(s) responsible for releasing the golf balls are Special Olympics volunteers, the volunteer must sign a release of liability waiver that is specific to the golf ball drop.
  - The Special Olympics Program organizing the event has confirmed with the venue that the area in which the balls will be dropped will be completely free of participants, spectators, and employees during the drop.
  - Special Olympics, Inc. and the U.S. Program organizing the event are held harmless by the venue via a written agreement for any property damage caused by the golf balls.
- **Firearms** – Activities involving firearms are specifically excluded from the policy
- **Rodeos** – Rodeos are specifically excluded from the policy
- **Political Rallies** – Political rallies are specifically excluded from the policy
- **Fundraising Events Lasting More than 7 Consecutive Days** – These events are excluded (unless specifically approved and endorsed to the policy). Please note that the number of days does not include days leading up to the event in which participants are soliciting funds in preparation for the event
- **Fundraising Events with Greater than 5,000 People (Volunteers, Participants, and Spectators) at any One Time** – These events are excluded (unless specifically approved and endorsed to the policy).
- **Obstacle Runs (including obstacles, barriers, paint, foam, or other non-traditional challenge features)** – Special Olympics General Liability Insurer has imposed new requirements relative to running events that involve obstacles, barriers or other non-traditional challenge features (which may include running events that involve paint, mud and/or foam). If you are in the process of planning such an event, please contact Rene Waterson at American Specialty immediately to discuss how the new requirements impact your event. Rene's contact information is: 260-969-5392 or [rwatson@amerspec.com](mailto:rwatson@amerspec.com).



### **Other Policy Exclusions and Requirements (Not Restricted to Fundraising)**

The following exclusions and requirements apply with respect to all Special Olympics events, fundraising or otherwise.

- **Mechanical Rides** – In order to have coverage for mechanical amusement devices designed to carry passengers that are used as part of a fair or carnival to raise money for Special Olympics, Inc. or a U.S. Program, the following underwriting requirements must be met (same as inflatable slide devices and rock climbing walls).
  - The ride must be owned, installed and operated by another party, **and**
  - Insured by the owner at liability limits of at least \$1,000,000 per occurrence and the contracting U.S. Program is named as additional insureds on such insurance.
- **Rock Climbing Walls & Inflatable Devices** - The SOCIP general liability policy **only** provides coverage for inflatable slide devices and rock climbing walls **if**:
  - The device is owned, installed and operated by another party, **and**
  - Insured by the owner at liability limits of at least \$1,000,000 per occurrence and Special Olympics, Inc. and the contracting U.S. Program are named as additional insureds on such insurance policy.
  - Coverage is only provided for other inflatable devices (other than inflatable slide devices; such as bouncy rooms) **if**:
    - The device is owned and installed by another party, **and**
    - Insured by the owner at liability limits of at least \$1,000,000 per occurrence and Special Olympics, Inc. and the contracting U.S. Program are named as additional insureds on such insurance policy.
- **Construction Activities** - Construction activities involving real estate (such as Habitat for Humanity or an addition to your office space) or the erection or disassembly of bleachers/grandstands conducted by or on behalf of Special Olympics is not covered under the SOCIP general liability/excess liability policies.
- **Aircraft** - Other than airplane pulls and golf ball drops (as described above), any activities involving the use of aircraft are excluded.
- **Watercraft** - Losses arising out of the use of an owned watercraft or a non-owned watercraft longer than 75 feet are excluded.
- **Fireworks** - The following underwriting requirements must be met in order to have coverage under the SOCIP general liability policy for fireworks. If they are not met, you will need to secure coverage locally in order to have coverage.
  - The individual or entity performing the fireworks has and maintains valid commercial general liability coverage in the amount of at least \$1,000,000 that covers fireworks, **and**
  - The individual or entity performing the fireworks names Special Olympics, Inc. and the U.S. Program as an additional insured to such policy.

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