

COVERAGE PLAN SUMMARY – THIS IS NOT AN INSURANCE POLICY

US Sports Clubs Insurance administers an insurance program on behalf of your Sports Organization. Your Sports Organization may be a member of the Sports Club Families of America RPG and is an insured under the policy. You are Loss Payees on the Policy. You are not an insured, but as a Loss Payee you may benefit from the purchased Coverage Plan.

CONDITIONS

Coverage does not apply to a **Season Incident** that arises from a pre-existing injury, sickness, or disorder unless the **Designated Athlete** received a release to play from their doctor and coach prior to **active participation**.

Coverage does not apply if the **Sports Organization**, the **Designated Athlete**, or the **Loss Payee** had any knowledge, fact, or condition, which could reasonably lead to or cause a **Season Incident**, prior to the **season effective date** of this policy.

Any person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines and confinement in prison. A fraudulent insurance act means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to, or by an insurer, purported insurer or insurance agent or broker, any written statement as part of, or in support of, an application for insurance, or the rating of an insurance policy, or a claim for payment or other benefit under an insurance policy, which such person knows to contain materially false information concerning any material fact thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

PLAN DESCRIPTIONS

MVP Plan:

- A licensed and practicing physician concludes in writing that a physical bodily injury, which occurred during the policy period, does not allow the **Designated Athlete** to be an **active participant** of the **Sports Organization** for the remainder of the **Policy Period**.
- A licensed and practicing physician concludes in writing that a physical sickness, which occurred during the **policy period** does not allow the **Designated Athlete** to be an **active participant** of the **Sports Organization** for the remainder of the **Policy Period**.
- The Death of a **Parent or Guardian** that occurs during the **policy period** and does not allow the **Designated Athlete** to be an **active participant** of the **Sports Organization** between the time that the **Season Incident** occurred and the **Season End Date**.
- The Death of a **Designated Athlete**

Elite Plan:

- A licensed and practicing physician concludes in writing that a Physical bodily injury, which occurred during the policy period, does not allow the **Designated Athlete** to be an **active participant** of the **Sports Organization** for the remainder of the **Policy Period**.
- A licensed and practicing physician concludes in writing that a physical sickness, which occurred during the **policy period** does not allow the **Designated Athlete** to be an **Active Participant** of the **Sports Organization** for the remainder of the **Policy Period**.
- The Death of a **Parent or Guardian** that occurs during the **policy period** and does not allow the **Designated Athlete** to be an **active participant** of the **Sports Organization** between the time that the **Season Incident** occurred and the **Season End Date**.
- The Death of a **Designated Athlete**
- Job relocation of **Parent or Guardian** (who is a W2, non-owner employee) which occurs during the **policy period**, takes the **Designated Athlete** more than 75 miles away from their previous residence, whereby the **Sports Organization** cannot transfer the **Designated Athlete** to another team, and which results in the **Designated Athlete** not being able to be an **Active Participant** of the **Sports Organization** between the time that the **Season Incident** occurred and the **Season End Date**.
- Involuntary Job Loss of Parent or Guardian** (who is a W2, non-owner employee) which occurs during the **policy period** and results in the **Designated Athlete** not being able to be an **active participant** of the **Sports Organization** between the time that the **Season Incident** occurred and the **Season End Date**.
- A **mental health disorder** that occurs during the **policy period**, that does not allow the **Designated Athlete** to be an **active participant** of the **Sports Organization** between the time that the **Season Incident** occurred and the **Season End Date**, and which is further confirmed by a licensed physician.
- A **short term exception**.

DEFINITIONS

- Active Participant** means when a **Designated Athlete** practices and plays in games as part of their **Sports Organization** as defined in an **Approved Contract**.
- Approved Contracts** means assumed or written contracts or registration documents between a **Sports Organization** and **Parent or Guardian** of a **Designated Athlete** that exists in order for the **Designated Athlete** to participate in a sport for a specific season and specific period of time.
- Company** means the insurance company that issued this policy, as shown on the Declarations page.
- Damages** means non-refundable registration fees that are required to be paid in order for a **Designated Athlete** to be an **Active Participant** in a **Sports Organization**.
- Designated Athlete** means the individual listed on a Certificate of Insurance, attached to this policy.
- Insured** means the entities designated in the Declarations Page and attached to this **policy** by Certificate of Insurance.
- Involuntary Job Loss** means a general strike, layoff, unionized labor dispute, lockout, or termination.
- Loss Payee** means the **Parent or Guardian** listed on a Certificate of Insurance that is attached to this policy.
- Master Policy Period** means the period shown on the master policy Declarations page.
- Mental Health Disorder** means a diagnosed illness, by a licensed psychiatrist, defined as a substantial disorder of thinking, mood, perception, orientation or memory that grossly impairs judgment behavior, capacity to recognize or ability to meet the ordinary demands of life.
- Named Insured** means the Risk Purchasing Group (RPG) listed on the Declarations Page.
- Parent or Guardian** means the individuals who are legally responsible for the Designated Athlete.
- Policy** means this policy form, the Declarations, the Certificate, and any endorsement to the policy issued by us.
- Policy Period** means from the Season Effective Date to the Season End Date as shown on a Certificate of Insurance attached to this policy.
- Season Effective Date** means: When the Approved Contract is signed or accepted and premium for a certificate of insurance attaching to this policy is paid in full, but is subject to a 15 day waiting

period before coverage begins. Job relocation and involuntary job loss as described in the **Elite Plan** above are subject to a 30 day waiting period before coverage begins.

- Season End Date** means the day of the last organized team regular season practice, game, or as defined in the approved contract
- Short Term Exception** means when a), b), or c) of the above **Elite Plan** incidents occur and do not allow the **Designated Athlete** to be an **active participant** of the **Sports Organization** for 30 consecutive days or more, and when the date that the **Season Incident** occurred and the date that the **Designated Athlete** returns to **active participation** is during the **policy period**.
- Sports Organization(s)** means the entities as listed on a Certificate of Insurance that is attached to this **policy**.

EXCLUSIONS

This **policy** does not apply to or provide any coverage for **damages**,

- that existed prior to the **season effective date**.
- resulting from a **Season Incident** that arises from a pre-existing injury, sickness, or disorder unless the **Designated Athlete** received a release to play from their doctor and coach prior to **active participation**.
- when the **Sports Organization**, the **Designated Athlete**, or the **Loss Payee** had any knowledge, fact, or condition, which could reasonably lead to or cause a **Season Incident**, prior to the **season effective date** of this **policy**.
- resulting from acts committed with the intent to cause damages.
- as a result of the abuse of alcohol or drugs.
- as a result of engaging in extreme sports,
- as a result of a criminal act by **you**.
- as a result of an epidemic or pandemic, which is defined as a contagious disease that spreads rapidly and widely among the population in an area and which is recognized as an epidemic or pandemic by the World Health Organization or Centers for Disease Control and Prevention or any local, county, state, or federal governing body.
- relative to **Involuntary Job Loss**, when **you**: are employed by a member of your immediate family or household; quit **your** job or retire; are fired due to misconduct; lose **your** job because an employment contract ends; are seasonally employed; or keep **your** job, but **your** work hours are reduced
- as a result of nuclear reaction, radiation, or radioactive contamination.
- as a result of war (declared or undeclared) or acts of war.
- as a result of civil disorder or unrest.
- as a result of foreign or domestic terrorism.
- as a result of a natural disaster.
- as a result of bankruptcy, business failure, or closure of a **Sports Organization**.

DUTIES IN THE EVENT OF A CLAIM

In the event of a claim for **damages** arising out of a **Season Incident**, the **Insured** or **Loss Payee** is responsible to report the **Season Incident** within 60 days after the **Season End Date** to the **Company** by either:

- Reporting the claim for **damages** at www.USSCInsurance.com/claims, or
- Emailing claims@USSCInsurance.com, or
- Calling USSCI customer service at 833-227-6018

You and any other involved **Insured** or **Loss Payee** must:

- Follow the instructions and provide information requested at www.USSCInsurance.com/claims;
- Authorize **us** to obtain records and other information as needed;
- Cooperate with **us** in the investigation, defense or settlement of the claim for **damages**; and
- Assist **us**, upon our request, in the enforcement of any right against any person or entity which may be liable to **you** because of damages to which this insurance may apply.

CLAIMS EXAMPLES

- A **Designated Athlete** tears her ACL on March 12th while skiing on marked trails and a physician certifies that she will have to sit out the remainder of the season. The **season effective date** is January 1st and the **Season End Date** is June 30th (180 days). The date of loss is March 12th and there are 110 days remaining until the **Season End Date**. The Limit of Liability designated on the certificate of insurance is \$3,000. **Damages** are calculated at (\$3,000 / 180 days * 110 days = \$1,833.)

Here is a scenario of how the damages may get paid out: The **Loss Payee** claims that they have paid the **Sports Organization** \$2,200 of the \$3,000 fee that is due for the **Designated Athlete** to be an **active participant** for a specific season and is now claiming **damages** of \$1,833 for not being able to finish the season. After we receive written confirmation from the **Designated Athlete's** physician that confirms the **Season Incident**, and we receive confirmation from the **Sports Organization** that payment of \$2,200 of the \$3,000 was made, we will pay the **Loss Payee damages** of \$1,033 (\$1,833 **damages** less \$800 owed to **Sports Organization**) and the **Sports Organization** for **damages** of \$800 for a total of \$1,833 in **damages**.

- A **Designated Athlete** suffers a concussion on March 5th during a soccer match. The **season effective date** is July 1st and the **Season End Date** is May 31st (334 days). The date of loss is March 5th, however he was cleared by his physician and coach to return to **active participation** on April 19th so he missed a total of 45 days. The Limit of Liability designated on the certificate of insurance is \$3,500. **Damages** are calculated at (\$3,500 / 334 days * 45 days = \$472).

Here is a scenario of how the damages may get paid out: The **Loss Payee** claims that they have paid the **Sports Organization** \$3,200 of the \$3,500 fee that is due for the **Designated Athlete** to be an **active participant** for a specific season and is now claiming **damages** of \$472 for the 45 days missed. After we receive written confirmation from the **Designated Athlete's** physician that confirms the **Season Incident** and their release back to **active participation**, receive confirmation of the coach's release for **active participation**, and the **Sports Organizations** confirmation that payment of \$3,200 of the \$3,500 was made, we will pay the **Loss Payee damages** of \$172 (\$472 **damages** less \$300 owed to **Sports Organization**) and the **Sports Organization** for **damages** of \$300 for a total of \$472 in **damages**.

IMPORTANT NOTICE REGARDING RISK PURCHASING GROUPS: Disclosure Pursuant to Federal Law Regarding Purchasing Groups [15 U.S.C. SEC. 3901, et seq] the Sports Club Families of America RPG, LLC is a "Purchasing Group", as defined under Federal law, formed to purchase liability insurance on a group basis for its Members to cover the similar or related liability exposure(s) to which the Members of the Purchasing Group are exposed by virtue of their related, similar, or common businesses or services. Members do not share limits and each member is provided with its own policy and/or evidence of insurance.