

## General Liability Insurance Program

### Who is covered?

This program provides protection for the Policyholder against claims of bodily injury liability, property damage liability and the litigation costs to defend against such claims. Coverage is provided up to \$1,000,000 per occurrence with a general aggregate amount of \$3,000,000. There is a \$500 deductible for property claims.

### Coverage Includes Suits Arising Out Of

- Injury or death of participants
- Injury or death of spectators
- Injury or death of staff members and volunteers
- Property damage liability
- Host liquor liability (non-profit)
- Incidental medical malpractice
- All activities necessary to conduct of practice and games
- Ownership use or maintenance of fields or practice areas
- General negligence claims
- Cost of investigation and defense of claims, even if groundless
- Sexual abuse and molestation, subject to policy limits.

### Program Limits - Occurrence Form Policy

- \$3,000,000 General Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Products / Completed Operations
- \$1,000,000 Personal & Advertising Injury
- \$100,000 Fire Damage
- \$25,000/\$50,000 Aggregate Sexual Abuse and Molestation Coverage
- No Deductible for Bodily Injury Claims
- Includes Coverage for Acts of Terrorism

### Exclusions

Assault and battery, corporal punishment, fraudulent or dishonest acts, asbestos liability, punitive or exemplary damages, employment related practices, professional liability, total pollution, fireworks and pyrotechnics, nuclear energy liability and liability for occurrences prior to the effective date of coverage. All of the above are subject to the terms and conditions of the policy.

**Note:** *There is no liability coverage for claims arising out of any of the following activities: Tackle Football, Ice Hockey, Roller Hockey, Polo, Skin Diving, Boxing, Bungee Jumping, Motor Sports, Waterslides, Mountain Climbing, Skateboarding, Rugby, Gymnastics, Wrestling, Snow Skiing, Water Skiing, White Water Rafting, Mountain Boarding, Snow Boarding, Inline Skating, Water Polo, Ropes Courses, Rock Climbing, Kayaking, Boating, Rodeo or any other Saddle Animal Exposures.*

*There is no liability coverage for claims arising out of the use of any of the following: Trampolines, Portable Rock Climbing Walls, Inflatable's or Tanning Devices.*

### Release and Waiver Requirement

Each Policyholder must keep on file a current completed and signed Release and Waiver of Liability/Informed Consent for each athletic participant prior to the participation in any Policyholder activity. Policyholders are responsible for distributing forms to their athletic participants and maintaining completed forms for simultaneous delivery at the time of notice of an athletic participant's injury claim. Provided you have implemented such procedures and you are unable to secure and provide such "release" despite your best efforts, you must assume and pay the first \$2,500 of each occurrence (including supplemental payments) resulting in an "athletic participant" legal liability claims. "Athletic participant" means players, coaches, managers, stage members, team workers, officials and volunteers who have been granted proper authorization to enter any "sponsored events."

## Triathlon

### Insurance Protection Program



### Programs include:

Participant Accident Protection Program

General Liability Program

Representative:

**Westpoint Insurance Group**

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Bridgeview, IL 60455

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# Participant Accident Protection Program

## Who is covered?

All participants, volunteer workers and staff members of the Policyholder are covered while participating in sponsored and supervised Covered Activities and while traveling, directly and without interruption, to and from any Policyholder sponsored and supervised Covered Activity and their homes or places of residence.

## Accidental Death & Dismemberment

If a Covered Accident results in any of the Covered Losses specified below within one year of the date of the Covered Accident, the Company will pay the applicable amount.

- Double Principal Sum for quadriplegia (\$50,000)
- Full Principal Sum for loss of life (\$25,000)
- Full Principal Sum for paraplegia (\$25,000)
- Full Principal Sum for hemiplegia (\$25,000)
- Full Principal Sum for loss or loss of use of both hands or both feet (\$25,000)
- Full Principal Sum for loss of entire sight of both eyes (\$25,000)
- Full Principal Sum for loss of one hand and one foot (\$25,000)
- Full Principal Sum for loss of one hand and entire sight of one eye (\$25,000)
- Full Principal Sum for loss of one foot and entire sight of one eye (\$25,000)
- Full Principal Sum for loss of speech and hearing in both ears (\$25,000)
- 50% of the Principal Sum for uniplegia (\$12,500)
- 50% of the Principal Sum for coma (\$12,500)
- 50% of the Principal Sum for brain death (\$12,500)
- 50% of the Principal Sum for loss of one hand (\$12,500)
- 50% of the Principal Sum for loss of one foot (\$12,500)
- 50% of the Principal Sum for loss of sight of one eye (\$12,500)
- 50% of the Principal Sum for loss of speech (\$12,500)
- 50% of the Principal Sum for loss of hearing in both ears (\$12,500)
- 50% of the Principal Sum for severance and reattachment of one hand or foot (\$12,500)
- 25% of the Principal Sum for loss of index finger and thumb of same hand (\$6,250)
- 25% of the Principal Sum for loss of all four fingers of the same hand (\$6,250)
- 20% of the Principal Sum for loss of all toes of the same foot (\$5,000)
- 10% of the Principal Sum for loss of thumb (\$2,500)

Except for the payment of benefits for Quadriplegia, if the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, the total of Benefits the Company will pay will not exceed the Principal Sum. If a Covered Accident causes the Covered Person's death, the total of all Benefits the Company will pay for Accidental Death and any other Covered Losses will not exceed the largest Benefit payable for a Covered Loss.

"Loss" of a hand or foot means complete severance through or above the wrist or ankle joint. "Loss" of sight of an eye means total and irrecoverable loss of the entire sight in that eye. "Loss" of hearing in an ear means total and irrecoverable loss of the entire ability to hear in that ear. "Loss" of speech means total and irrecoverable loss of the entire ability to speak. "Loss" of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.

If more than one Loss is sustained by an Insured as a result of the same accident, only one amount, the largest, will be paid.

## Maximum Medical Expense Benefit

If a Covered Person incurs Covered Expenses for treatment of an injury that resulted from a Covered Accident, within 52 weeks of the Covered Accident, the Company will pay the applicable amounts, not to exceed the Maximum Accident Medical Expense Benefit of \$100,000. The first such Covered Expense must be incurred within 90 days after the date of the Covered Accident.

## Excess Coverage

The Company will pay Covered Expenses after the Covered Person has satisfied any applicable Deductible, and only when they are in excess of amounts payable by any other Health Care Plan available to the Covered Person whether or not claim has been made for benefits it provides.

## Exclusions and Limitations

This Plan does not cover any loss to or resulting from:

- Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food.
- Use of drugs or narcotics, unless administered under the advice of a Physician.
- War or any act of war, whether or not declared.
- Participation in any riot or insurrection.
- Air travel or the use of any device or equipment for aerial navigation, except as a fare-paying passenger on a regularly scheduled commercial airline.
- Suicide or self-inflicted injury, or any attempt thereat.
- Medical service provided by any person or facility employed or retained by the Policyholder.
- Medical service provided by any member of the Covered Person's household.
- Dental treatment, except as the result of a Covered Accident.
- The repair or replacement of any artificial dental restoration.
- Expenses payable under any Workers' Compensation Law or similar legislation.
- Injury sustained while riding in or on any off-road motorized vehicle.

# Westpoint Insurance Group

# Summary of Coverage

# Single Event Policy Term

## General Liability Protection Program

*Protects you in the event of a lawsuit or property damage.*

- \$3,000,000 General Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Products / Complete Operations
- \$1,000,000 Personal and Advertising Injury
- \$100,000 Fire Damage
- \$25,000/\$50,000 Aggregate Sexual Abuse and Molestation Coverage
- \$500 Deductible Amount for Property Damage Claims
- \$-0- Deductible Amount for Bodily Injury Claims
- Occurrence Form Policy
- Non-Admitted Basis

## Participant Accident Protection Program

*Pays the medical bills of an injured participant, staff member or volunteer.*

- \$100,000 Maximum Medical Expense Benefit
- \$25,000 Accidental Death & Dismemberment Benefit
- \$5,000 Spectator Medical Benefit
- \$100 Deductible Amount
- 52 Week Benefit Period
- Excess Coverage

## Program Benefits include:

- Easy On-line Interactive Application
- Competitive Rates & Comprehensive Benefits
- 800 Toll-Free Support for Quick Quote Turnaround
- On-line Certificate Request Form
- Continued Claims Support
- "A+ Superior" A.M. Best rated insurance carrier

***This brochure highlights the benefits, exclusions & limitations of the program, but is not a contract. For specific contract details, please review the insurance policy upon receipt.***

## Premium Rates and Optional Coverages

\$5.00 Per Athlete - General Liability  
\$2.00 Per Athlete - Accident Medical

### Minimum Premium is \$500.00 Per Event

No Charge for Additional Insureds  
(Park Districts, School Districts, etc.)

### Expanded Medical Benefit

*Multiply Above Accident Premium by 1.05*

The policy will include coverage for Covered Expenses resulting from conditions (such as blisters, tennis elbow, heat exhaustion, hernia, shin splints, bursitis, stress fractures, chronic soreness or pain, tendonitis, etc.), which are a normal, foreseeable result of a Covered Activity covered under the terms of the policy.

### Heart or Circulatory Conditions Benefit

*Multiply Above Accident Premium by 1.05*

The policy will include coverage for Covered Expenses incurred by a Covered Person as a result of heart or circulatory conditions that: Occur and manifest themselves while participating in a Covered Activity (or within 24 hours after participation); and The Covered Person has neither received nor been advised to have any medical treatment for the condition. If the Covered Person suffers loss of life resulting from the heart or circulatory condition within 90 days from the date of participation in the Covered Activity, the benefit amount for Loss of Life, as shown under the Accidental Death & Dismemberment Benefit, will be payable.

### Pre-existing Injury Benefit

*Multiply Above Accident Premium by 1.15*

The policy will include coverage for Covered Expenses resulting from re-aggravation of an injury that occurred prior to the effective date of this policy. In order to be eligible for this coverage, the Covered Person must: Have received a written medical clearance from a Doctor to participate in the Policyholder's Covered Activity; and be participating in the Policyholder's Covered Activity when the re-aggravation occurs.

## Short-Term Emergency Sickness Benefit

*Multiply Above Accident Premium by 1.95*

The policy will include coverage for Covered Expenses incurred by a Covered Person as a result of an Emergency Sickness while participating in a Policyholder's short-term Covered Activity. "Emergency Sickness" means an illness or disease diagnosed by a Physician which causes a severe or acute symptom that, if not provided with immediate treatment, would reasonably be expected to result in deterioration of a Covered Person's health or place his life in jeopardy; and which first manifests itself suddenly and unexpectedly while a Covered Person is participating in a Covered Activity. "Covered Expenses" means charges incurred for treatment of an Emergency Sickness that would have met the definition of Covered Expenses applicable to treatment of injuries sustained in a Covered Accident, had they been incurred for a Covered Accident rather than an Emergency Sickness. Any expenses that are not Covered Expenses under the Accidental Medical Benefits section of the policy will not be considered Covered Expenses under the Emergency Sickness Benefit. All related conditions and recurring symptoms of the Emergency Sickness will be considered one sickness. The coverage is subject to the Deductible (if any) and subject to a \$2,500 maximum benefit for each sickness.

# Westpoint Insurance Group

# Application – Triathlon

- This is an interactive form and can be completed online.
- If paying by check or money order, make payable to Westpoint Insurance Group.
- Completed applications paid by check or money order should be mailed to: **Westpoint Insurance Group  
P.O. Box 1495  
Bridgeview, IL 60455**
- Completed applications paid by credit card can be saved & attached to an e-mail to sales@westpointinsurance.com or faxed to (708) 636-3915
- Call Westpoint at (800) 318-7709 if you prefer to pay by phone.

Contact Name

Name of Triathlon

Location of Triathlon  Date of Triathlon

Race Director or Event Coordinator (Last, MI, First)

Street Address

City  State  Zip

Phone  Mobile/Cell

Fax  Web Address

E-mail Address

Requested Effective Date  Expiration Date

Have you had any previous losses for this event from prior years?  
 Yes  No

If yes, please describe loss and amount paid:

## Premium Computation

| Mandatory Accident Medical Premium   |         |               |
|--|---------|---------------|
| Number of Participants   | x Rate  | = Premium Due |
|  | \$ 2.00 |               |
| <b>Total Premium Minimum premium of \$250.00</b>                           |         |               |
| General Liability Insurance Premium  |         |               |
| Number of Participants   | x Rate  | = Premium Due |
|  | \$ 5.00 |               |
| <b>Total Premium Minimum premium of \$250.00</b>                           |         |               |
| Additional Options (Multiply above Accident Premium by rate factor)        |         | x Rate        |
| <input type="checkbox"/> Add Expanded Medical Benefit (.05)                |         |               |
| <input type="checkbox"/> Add Heart or Circulatory Conditions Benefit (.05) |         |               |
| <input type="checkbox"/> Add Pre-existing Injury Benefit (.15)             |         |               |
| <input type="checkbox"/> Add Short Term Emergency Sickness Benefit (.95)   |         |               |
| <b>Certificat Issuance Fee</b>   |         | \$15.00       |
| <b>Grand Total Minimum premium of \$500.00</b>                             |         |               |

If you have a customized quote from Westpoint for your group, please attach to this application. Otherwise, using the rate above, please calculate your premium and submit with your application.

Does each participant sign a Waiver and Release?  
 Yes  No

For eligibility for this program, a waiver of subrogation must be signed by all participants. Please keep a copy of the waiver on file in case it is needed. It is not necessary to submit sample copies of the waivers.

List additional insured name(s) and address(es)

Name

Address

City  State  Zip

Name

Address

City  State  Zip

Please E-mail completed certificates to:

Name

E-mail Address

This summary of coverage and exclusions is no substitute for reading the entire policy once received.

Any person who, with the intent to defraud or knowingly presents a false or fraudulent claim for payment of loss or benefit or false information on an application for insurance may be guilty of insurance fraud, and may be subject to civil fines and criminal penalties. Premium computation is subject to possible audit.

### Check the following acknowledgements:

- I understand that the premium is fully earned upon policy inception.
- I have read the Release and Waiver Requirement.
- I certify the information I've provided in the application is true and coverage is not applicable until accepted by the Company.

### Check one of the following Premium Payment Options:

- Call me for payment information
- Enclosed is my check/money order
- I authorize Westpoint Insurance Group to charge my premium payment to my credit card as follows:

Card Number (Visa, MC, Discover, AMEX)

Expiration Date  CVS Number\*

Cardholder's Name  Phone

Applicant/Cardholder's Signature  Date

Note: Standard Processing upon receipt of your application takes approximately 7-10 business days. 24-48 Hour Expedited Service (Certificate Proof of Insurance) is available upon request and will be subjected to underwriting approval and an Expediting Fee of \$25.00.

- Please expedite my application and add the application Expediting Fee

Upon review and acceptance of your application, we will email (or mail) you a copy of your policy, certificate of insurance and receipt.

\*The CVS Number is an additional security measure printed on all credit cards. The CVS is found on the back of the card for VISA, MC & Discover and on the front of the card for AMEX accounts.

### Questions or Need Assistance?

**Phone:** (800) 318-7709

**Fax:** (708) 636-3915

**E-mail:** sales@westpointinsurance.com

**Website:** www.westpointinsurance.com