

**UNITED STATES JUDO ASSOCIATION**  
**2019/2020 Participant Accident Only Insurance Coverage**

**Underwritten by:** Gerber Life Insurance Company  
White Plains, NY 10605

**Policy Number:** 09-073917-19

**Name and Address of Policyholder:** United States Judo Association, Inc.  
532 SE 47<sup>th</sup> Terrace  
Cape Coral, FL 33904

**Policy Effective Date:** September 1, 2019

**Policy Termination Date:** September 1, 2020

**ACCIDENT MEDICAL SCHEDULE OF BENEFITS**

**Eligible Class** All registered and/or scheduled members of the group, including volunteer workers of the Policyholder performing duties assigned by the Policyholder, participating in the Activity/Event listed below. The Activity/Event must be recognized and supervised by the Policyholder, members of the Policyholder or groups recognized by the Policyholder or its members.

**Activity/Event** Judo, JuJitsu, and Aikido practice, special camps, tournaments, and USJA Authorized Activity

Except where specifically stated otherwise, the Policy covers the Insured only for Injury sustained while

1. Participating in any regularly scheduled Activity/Event of the Policyholder, members of the Policyholder or groups recognized by the Policyholder or its members. The Activity/Event must be supervised by a person authorized by the Policyholder, members of the Policyholder or the groups recognized by the Policyholder or its members;
2. Traveling directly (uninterruptedly) to, during or from a regularly scheduled Activity/Event with other members as a group. The travel must be supervised by a person authorized by the Policyholder, members of the Policyholder or groups recognized by the Policyholder or its members;

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

Principal Sum	\$15,000
Single Dismemberment Maximum	\$15,000
Double Dismemberment Maximum	\$15,000

The Loss must be sustained within 180 days after the date of the Accident.

**Table of Covered Losses**

Life	\$15,000
Both Hands or Both Feet or Sight of Both Eyes	\$15,000
Loss of One Hand and One Foot	\$15,000
Loss of One Hand and Entire Sight of One Eye	\$15,000
Loss of One Foot and Entire Sight of One Eye	\$15,000
Loss of One Hand or Foot	\$15,000
Loss of Sight in One Eye	\$15,000
Loss of Speech	\$15,000
Loss of Hearing (both ears)	\$15,000
Loss of Speech and Hearing (both ears)	\$15,000
Loss of Thumb and Index Finger of the Same Hand	\$15,000

## HOSPITAL AND PROFESSIONAL SERVICES BENEFITS

The Injury must be treated within 30 days after the Accident occurs.

Services must be received within 1 year from the date of the Accident. Expenses incurred after 1 year from the date of the Accident are not covered even though the service is a continuing one or one that is necessarily delayed beyond 1 year from the date of the Accident.

### Maximums and Benefit Period (All maximums are subject to the **COVERAGE** and **LIMITATIONS** as stated below.)

Maximum Medical Expense for each Injury	\$25,000
Maximum Medical Expense for each Injury involving motor vehicles	\$5,000
Benefit Period	1 Year

### HOSPITAL AND PROFESSIONAL SERVICES BENEFITS (Continued)

#### Deductible

The Deductible is	\$2,500
-------------------	---------

### EXCESS COVERAGE PROVISION APPLICABILITY

The Company will pay Reasonable Expenses that are not recoverable from any Other Plan. The Company will determine the amount of benefits provided by Other Plans without reference to any coordination of benefits, non-duplication of benefits, or similar provisions. The amount from Other Plans includes any amount, to which the Insured is entitled, whether or not a claim is made for the benefits. This Blanket Accident Insurance Policy is secondary to all other policies.

### COVERAGE AND LIMITATIONS (All limitations are stated per Injury.)

#### Hospital/Facility Services - Inpatient

Hospital Room and Board (Semi-Private Room Rate)	100% of Reasonable Expenses
Hospital Intensive Care	100% of Reasonable Expenses
Inpatient Hospital Miscellaneous	\$3,000 Maximum

#### Hospital/Facility Services - Outpatient

Outpatient Hospital Miscellaneous (Except Physician's services and x-rays paid as below)	\$2,000 Maximum
Hospital Emergency Room	\$5,000 Maximum
Hospital Emergency Room Physician	\$5,000 Maximum
Free Standing Ambulatory Surgical Facility	\$2,000 Maximum

#### Physician's Services

Surgical	\$3,000 Maximum
Assistant Surgeon	\$3,000 Maximum
Anesthesiologist	\$3,000 Maximum
Physician's Non-Surgical Treatment (Except as below)	\$350 Maximum
Physician's Outpatient Treatment in connection with Physical Therapy and/or Spinal Manipulation	\$1,500 Maximum

#### Other Services

Registered Nurses' Services	100% of Reasonable Expenses
Prescriptions (Dispensed by a Licensed Pharmacist) - Outpatient	100% of Reasonable Expenses
Laboratory Tests - Outpatient	100% of Reasonable Expenses
X-Rays, includes interpretation – outpatient	\$300 Maximum
Diagnostic Imaging (MRI, CAT Scan, Etc.) includes interpretation	\$500 Maximum
Ground Ambulance	\$200 Maximum
Air Ambulance	\$500 Maximum
Durable Medical Equipment (Includes Orthopedic Braces And Appliances )	\$500 Maximum
Dental Treatment to sound, natural teeth due to covered injury	\$1,000 Maximum
Replacement of eyeglasses, hearing aids, contact lenses, if medical treatment is also received for the covered Injury	\$200 Maximum

## DEFINITIONS

**Accident** means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place. The Accident must occur while the Insured is covered under the Policy.

**Activity/Event** means the Activity/Event of the Policyholder as stated in the Policy's Schedule of Benefits which are organized and scheduled solely by the Policyholder on or off Policyholder premises. The Activity/Event must be under sole direct supervision of qualified Policyholder authorities and may include Policyholder sponsored and supervised travel to and from such an activity.

**Deductible** means the Reasonable Expenses:

1. that are Medically Necessary;
2. that are incurred by an Insured, before the Company pays any benefits under the Hospital and Professional Services Benefits provision; and
3. that are paid by the Insured per Injury

**Injury** means bodily injury caused by an Accident. The Injury must occur while the Policy is in force and while the Insured is covered under the Policy. The Injury must be sustained as stated in the Policy's Schedule of Benefits, except where specifically stated otherwise in the Policy.

**Reasonable Expense** means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided. Such services and supplies must be recommended and approved by a Physician.

**EXCLUSIONS** No Benefits are payable for Hospital and Professional Services for the following 1) Injuries which are not caused by an Accident; 2) Treatment by persons employed or retained by the Policyholder or by any member of the Insured's Immediate Family; 3) Treatment that is not Medically Necessary; 4) Treatment for hernia, regardless of cause, Osgood Schlatter's disease, or osteochondritis; 5) Custodial care confinements or services; 6) Charges in excess of the Reasonable Expense; 7) Cosmetic surgery except when the surgery is necessitated by a covered Injury; 8) Experimental or Investigational Treatment; 9) Routine physical or other examination when there are no objective indications of impairment of normal health; 10) Treatment of a deviated nasal septum, including submucous resection and/or other surgical corrections, unless the treatment is due to or arises from a covered Injury; 11) Treatment of weak, strained, flat, unstable or unbalanced feet, corns, calluses, or toenails; 12) Counseling or psychiatric treatment, or educational or vocational testing or training; 13) Injury caused by declared or undeclared War or acts of War; suicide, while sane or insane; violating or attempting to violate the law; the taking part in any illegal occupation; fighting or brawling except in self defense; being legally intoxicated or under the influence of alcohol as defined by the laws of the state in which the Injury occurs; or being under the influence of any drugs or narcotic unless administered by or on the advice of a Physician; 14) Injuries covered by any occupational benefit plan, other insurance, or public assistance program; 15) Injury sustained as a result of operating, riding in or upon, or alighting from a two-, three-, or four-wheeled recreational motor vehicle or snowmobile; 16) Medical expenses for which the Insured received benefits under any Workers' Compensation act, mandatory no-fault automobile insurance contract or similar legislation.

This is not a Policy, rather a brief coverage description of the benefits provided under the master policy issued to the Association. **IMPORTANT NOTICE – THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS. This coverage description has been designed to illustrate the highlights of this insurance. All information in this coverage description is subject to the provisions of Policy Form GER-BA-2012-C(FL), underwritten by Gerber Life Insurance Company (the Company). If there is any conflict between this coverage description and the Policy, the Policy will prevail.**

## Steve Clemens

---

**From:** Steve Clemens  
**Sent:** Wednesday, December 15, 2021 3:49 PM  
**To:** jdawes@americanspecialty.com  
**Subject:** FW: United States Judo Assn., Inc #SBCGL2553800, SBFXS0204100; SBAUT0071700

Jordan- If the insured changes its corporate domicile from Fla. back to District of Columbia (Mailing address would probably still remain Merrick, N.Y. where their contract administrator, Ashlex LLC resides.) would there be any rate implications and if so, what might they be?

Update your contact info for Diane Root. It is now [droot@cowest.com](mailto:droot@cowest.com) and her direct ph. changed to 720 259 2554.

My Ph. and e-mail contact info. remains the same.

Also know that the Pres. of USJA changed at the Oct. 15, 2021 Election to Mr. Andrew Connelly. Celita Schutz is now a Board Member. Mr. Connelly's info is : [connelly@sohkjudo.com](mailto:connelly@sohkjudo.com) cell ph. 281 844 2135.

Steve Clemens, CIC  
CoWest Ins. Assoc., LLC  
Update P.O. Box  
**P.O. box 990, Erie, Co. 80516**  
© 303 807 0312  
Direct 303 515 4662  
[www.cowestassociates.com](http://www.cowestassociates.com)  
[steve@cowestassociates.com](mailto:steve@cowestassociates.com)  
121521

Internet Email Confidentiality \*\*\*\*\* This message (including any attachments) is privileged, confidential, and protected from disclosure. If you are not the intended recipient, or a person responsible for delivering this message to the intended recipient, please know that it is strictly prohibited (a) to disseminate, distribute or copy this communication or any of the information contained in it, or (b) to take any action based on the information in it. If you have received this message in error, please notify the sender immediately by replying to the message and deleting it from your computer. Thank you.

**UNITED STATES JUDO ASSOCIATION, INC.**  
**LIABILITY INSURANCE SUMMARY**

**DISCLAIMER:** This exhibit is provided as a matter of information only. It neither affirmatively nor negatively amends, extends, or alters coverage afforded by the policy(ies). It will not reflect any modification of the policy after the original publication of this Summary, nor is there any obligation of the insurer, their agents, broker, or other representative to delete, remove, provide any notice, or otherwise alter the publication on this web-site.

**USJA Insurance Broker: CoWest Insurance Group, CoWest Insurance Associates**

**INSURER:** Arch Insurance Co.

**Policy Number:** SJFXS0001104

**A.M. Best's Rating:** A-XV-Excellent

**Policy Form:** Commercial General Liability & Athletic Trainers Professional Liability

**Policy Term:** 12:01 AM September 1, 2021 to September 1, 2022

**WHO IS AN INSURED:**

- United States Judo Association, Inc. (dba "USJA")
- Chartered Association Members of United States Judo Association, Inc.
- Managers, Coaches, Assistants, Officials, Referees
- Sponsors, Volunteers, other individuals participating in official or authorized USJA functions

**NOTICE TO PERSONS OR DOJOS WITH RENTED OR LEASED PROPERTY:** This policy will not satisfy requirements under lease agreements for activities not usual to the conduct and practice of Judo, Aikido, and Ju Jitsu which might include but is not limited to :

- Damage to tenant improvements or leased / demised premises.
- Damage to property owned by, loaned to, leased by or rented to the dojo owner or the dojo entity.
- Any obligation for damages assumed under a written contract for which you might otherwise not be responsible
- Activities not sponsored by or conducted under the auspices of USJA on or away from your premises

**EVIDENCE OF INSURANCE:** If you are a USJA chartered club/dojo and the facility at which you conduct authorized training, practice, exhibitions, sanctioned tournaments, or similar sanctioned activity requires evidence of liability insurance for said martial arts activity, please contact the USJA Administrative office

**United States Judo Association, Inc.**

2059 Merrick Road #313

Merrick, NY 11566

Ph: (516) 366-3311

Fax: (888) 276-3432 or e-mail: [membership@usja.net](mailto:membership@usja.net)

**COVERED ACTIVITIES:** USJA sanctioned, authorized, or approved sports activities in the United States, Canada, their territories or possessions.

## LIMITS OF INSURANCE

---

### COMMERCIAL GENERAL LIABILITY & ATHLETIC TRAINERS PROFESSIONAL LIABILITY

Combined Bodily Injury & Property Damage Each Occurrence Limit	\$1,000,000
General Aggregate Limit Per Location	\$5,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal & Advertising Injury Per Occurrence Limit	\$1,000,000
Participant Legal Liability Per Occurrence	\$ Included
Voluntary Medical Expense Limit (not available to Participants)	\$ Excluded
Damage to Rented Premises	\$1,000,000
Athletic Trainers Professional Liability	\$ Included

### SEXUAL ABUSE LIABILITY

EACH Abusive Conduct Limit	\$1,000,000
Aggregate Policy Period Limit	\$2,000,000

### BUSINESS AUTO LIABILITY (Official Business of the Assn. by officers and committee personnel only, not members)

Hired Auto Liability Per Accident	\$1,000,000
Non Owned Liability Per Accident	\$1,000,000
Hired Auto Comprehensive or Collision Damage: \$1,000 Deductible	\$ Included

(No coverage for physical damage to non owned, or borrowed autos. We recommend Purchasing the damage waiver from rental car vendors when any officers, directors, or committee members might rent a vehicle for USJA official purposes.)

#### Terms and Conditions for Coverage:

**1. Waiver and Release** –All members must be of sound mind and have filed with USJA, a signed, and dated Liability Waiver and Release (provided as part of the USJA Membership Application) on file (see "Downloads" on the web-site), or as may be provided to you by the USJA National Office. If the Participant is a minor, the Waiver must be signed by a parent or authorized custodian for such persons under the age of 18. Failure to have a Waiver on file for any club or dojo member, official, referee, volunteer or participant in the club activities or sanctioned events may void the USJA sanction and/or eligibility for the USJA insurance coverage.

**2. Premises Guest Voluntary Medical Payments Coverage** – No coverage.

**3. Prohibited Contact / Conduct** – coverage is for the conduct of JUDO, JU JITSU, AND AIKIDO. NO COVERAGE IS INTENDED FOR OTHER MARTIAL ARTS.

Activities involving the use of weapons or kick boxing (particularly pointed or sharpened blades, or projectiles.) is specifically excluded. No coverage is provided for free sparring activities unless the dojo has obtained from each student a signed and dated written USJA

injury waiver which contains an acknowledgement of the risk of injury and a release of liability for USJA, its members, officers, board members, referees, officials, coaches, and volunteers.

- a) No intentional striking contact is permitted to the head (except light contact to headgear), face, neck, or groin.
- b) Headgear and mouthpieces are recommended where rules allow as are groin cups for males and chest protectors are suggested for female participants.
- c) No coverage will be provide for injury arising from demonstrations of striking or breaking objects.

**4. Significant Requirement:** No defense or indemnity will be provided for liability claims or suits against instructors not holding evidence that they have completed one of the following head injury trauma trainings to prevent and minimize the risk of injury from concussion:

- U.S. Centers for Disease Control [www.cdc.gov/headsup](http://www.cdc.gov/headsup)
- [www.SafeSport.com](http://www.SafeSport.com)
- <http://doctoroz.com/article/fact-sheet-concussions>

The above CDC and SafeSport trainings are free or of minimal cost and commonly are able to be completed in 1 ½ hrs. or less. The CDC site requires completion of a brief test at the end in order to qualify for a Certificate of Completion capable of being printed immediately upon passing the exam. All dojos must have evidence on-site that all black-belt ranked member participants have completed the DCD and SafeSport courses and the dojo practices an ongoing effort to educate all students and the parents of minor students about concussion and sexual abuse prevention practices.

**5. Non Owned and Hired Vehicles** – The policy insures the Liability risk to USJA employees, directors and officers, using personal or rental private passenger vehicles in the conduct of errands for USJA BUT NOT TRANSPORTATION OF ATHLETIC PARTICIPANTS TO/FROM ATHLETIC EVENTS, NOR DAMAGE TO SUCH PERSONAL OR RENTAL VEHICLES OR THEIR CARGO. The USJA Hired & Non Owned Auto policy does not provide insurance to these persons: club owners, coaches, volunteers or any other entity who transports participants, referees, other persons, or equipment.

It is **important** for club owners, coaches, volunteers or any other entity or person who might transport participants, referees, equipment, or other personnel to have their own auto liability insurance in the name of the entity owning, renting, or leasing the vehicle. Such insurance should be of adequate limits and form. (see below)

**Recommended minimum auto liability insurance that club owners, coaches, referees, volunteers and others should maintain (contact your insurance agent or broker):**

- \$500,000 Bodily Injury (“BI”) any one person
- \$500,000 Bodily Injury all persons in one accident
- \$250,000 Property Damage (“PD”) any one accident

Or

Auto (Continued)

\$500,000 BI/PD Combined Single Limit bodily injury / property damage per occurrence.

**Coordination of Benefits with Other Organizations**

When USJA members participate in events sanctioned by United States Judo, Inc. dba (“USA Judo”) or United States Judo Federation (“USJF”), the USJA policy will respond in to insure its members in conformance with its “Other Insurance” and “Excess Insurance” clauses.

*The policy contains Warranties based upon representations by USJA.:*

- a) *Existence of a Participant Accident Injury Excess Medical Insurance policy.*
- b) *Requiring all members and participants to have signed Membership and Injury Waivers, meeting sanction requirements, and compliance with USJA, USJI / USA Judo, or USJF specific rules.*
- c) *Use of certain sparring protective devices for certain martial art disciplines*
- d) *Any tournament conducted without USJA, USJI / USA Judo, or USJF sanction is not an insured tournament.*
- e) *All Black belts, coaches, referees and officials will have SafeSport Certification and U.S. Centers for Disease Control “Heads-Up” Concussion training.*

Failure to adhere to the above warranties, membership rules including payment of dues, sanction fees, etc., may jeopardize or void coverage for the person so failing.

USJA: Web Ins Summary (Updated) 121521