

Ontario Baseball Association & Member Clubs

Insurance Renewal Program Member Benefits

March 1, 2024- March 1, 2025

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Gallagher

Insurance | Risk Management | Consulting

Insurance Overview

Who is Insured?

The Insurance covers **Ontario Baseball Association o/a Baseball Ontario and its "Members"** for all **"Sanctioned Activities"** authorized by **Ontario Baseball Association**.

Definitions

"Members" shall mean a group or person who has fully paid all dues and fees and is in good standing with all requirements of **Ontario Baseball Association**.

"Sanctioned Activities" shall mean all games, competitions, sports demonstrations including related practice and training, social and fundraising activities authorized by Ontario Baseball Association and run by you or your 'members'. Authorization shall be granted by you by way of written procedural manual or specific agreement in writing by your authorized executives.

Insurance Coverages

1. Commercial General Liability

This coverage will pay those sums that the insured becomes legally obligated to pay as compensatory damages because of bodily injury to or damage to property of others, such as spectators, passers-by, property owners and others resulting from your operations or actions. Coverage includes your legal liability for injury to participants. Most General Liability policies contain an exclusion, which excludes suits resulting from participants who are injured while participating in a sporting activity. The coverage provided, also includes Injury to Participants that result from your association, member clubs, or individual members negligence.

The coverage includes at no additional cost, **Additional Insured's**, such as Municipalities, Government Departments, Sponsors and Owners of the Facilities in whose name you have agreed to provide insurance for their vicarious liability arising out of your operations.

2. Errors & Omissions (Wrongful Acts) Liability Coverage

This coverage protects the executives, employees and volunteers for consequences of their actions against suits alleging "wrongful acts". The coverage responds to "civil proceedings" (statement of claim) and does not cover Human Rights or other Tribunal (non-civil proceeding issues). This coverage is automatically included for each member club. Errors & Omission does not cover against employment related issues.

3. Sport Accident Coverage

Provides coverage for "out of pocket expenses" due to an insured member/executive who has sustained an injury while participating in a **Sanctioned OBA Activity**. This coverage is applicable in Canada and is secondary to any other government health insurance plan.

Coverage Overview

1. SPORTS LIABILITY INSURANCE

LIMIT: \$5,000,000 per occurrence
DEDUCTIBLE: \$1,000 per occurrence
POLICY#: CAS795161-02
TERM: March 1, 2024 to March 1, 2025
INSURER: Markel Canada Ltd/ Certain Underwriters at Lloyds of London

2. SPORT ACCIDENT INSURANCE POLICY

LIMIT: Various
DEDUCTIBLE: N/A
POLICY#: CAS795161-02
TERM: March 1, 2024 to March 1, 2025
INSURER: Markel Canada Ltd/ Certain Underwriters at Lloyds of London

1. Sports Liability

Coverage	Deductible	Limit of Insurance
Commercial General Liability, Each Occurrence Limit - Including Injury to Participants	PD \$1,000 BI \$1,000	\$5,000,000
Products / Completed Operations Aggregate Limit		\$5,000,000
Personal & Advertising Injury	\$1,000	\$5,000,000
Voluntary Medical Payments – Third Party, any one person		\$2,500
Tenants Legal Liability (any one premises)	\$1,000	\$1,000,000
Employers Liability Extension Aggregate Limit	\$1,000	\$1,000,000
Employee Benefits Liability Aggregate Limit - Claims Made, Retroactive Date- June 1, 2022	\$1,000	\$1,000,000
Sports Errors & Omissions Liability Per Occurrence/ Aggregate Limit- Claims Made Retroactive Date- June 1, 2022	\$1,000	\$2,000,000
SPF 6 - Non-Owned Automobile		\$2,000,000
SEF 94 – Legal Liability for Physical Damage to Non-Owned Automobiles	\$1,000	\$50,000
SEF 99 – Excluding Long Term Leased Vehicles		Included
O.E.F. 98B – Reduction of Coverage for Lessees or Drivers of Leased Vehicles Endorsement		Included
SEF 96 Contractual Liability Endorsement		Included
Additional Insured – Blanket Basis		Included
Professional Services Amendment- Sports, Health & Fitness		Included
Sanctioned Events Limitation		Included
Virus, Bacteria, Disease and Contagion Exclusion		Included
Abuse Liability- Claims Made Retroactive Date- June 1, 2022 Including defense expenses	\$5,000	\$1,000,000 Aggregate

Notable policy exclusions include but are not limited to:

Aircraft And Watercraft, Liquor And Marijuana Liability, Products Recall, Access Or Disclosure Of Confidential Information And Data Related Liability, Asbestos, Cyber Incident, Employment-Related Practices, ERISA, Fungi Or Spores, Lead, Nuclear Energy, Organic Pathogens, Pollution Liability With Hostile Fire Exception, Professional Liability, Racing Activities, Radioactive Matter, Recording And Distribution Of Material Or Information In Violation Of Law (Anti-Spam), Silica, Terrorism, War Risks, as well as Sanctions Limitation Condition.

Description of Liability Coverages

- **Participant Liability (Injury to Participants)**- Most General Liability policies include a Sports Participant Liability Exclusion, but in the broad form coverage with Markel, this coverage is included. This coverage protects the insured from claims arising from "bodily injury" and "property damage" in the event that an injured athletic participant files a lawsuit. This coverage also includes "Participant to Participant" Liability (Player versus Player) which protects the participant in the event that one player is sued by another player resulting from an injury.
- **Voluntary Medical Payments** - Reimburses others (third party) for their medical expenses if they are injured as a result of your activities up to \$2,500.
- **Tenants Legal Liability** - Provides coverage for your legal responsibility for damage to premises that you rent in the course of your activities up to \$1,000,000.
- **Non-Owned Automobile Coverage** - Indemnity to the Insured against the liability imposed by law upon the Insured for loss or damage arising from the use or operation of any automobile not owned in whole or in part by or licensed in the name of the Insured.
- **SEF – 94 – Legal Liability for Physical Damage to Non-Owned Automobiles** – provides physical damage coverage for vehicles that are rented/hired by the named insured.
- **Personal Injury** - Coverage against libel, slander.
- **Advertisers Liability** - Will protect the insured in the course of advertising your goods, products or services.
- **Cross Liability Clause** - This clause allows for additional insured's to sue, if necessary within the policy.
- **Employers Liability** - To protect the insured against the possibility of an employee suing for injury suffered in the course of their employment.
- **Premises, Property and Operations** - This provides coverage for the insured that is responsible in the scope of their operations against Bodily Injury and Property Damage claims for damages resulting from your negligence associated with owning or renting property and the day-to-day operations of your activities sanctioned by the OBA. Premises coverage does not extend to the operation of any indoor training facilities or clubhouses. Separate premises liability coverage would need to be purchased.
- **Products and Completed Operations** - This is simply a broader form of liability coverage normally associated with manufacturers and business.
- **Blanket Contractual** - This provides coverage for the insured when he/she signs a contract, which stipulates the legal responsibility of the insured.
- **Occurrence Basis Property Damage** - Again, this is just a broader type of coverage. Occurrence happens over a period of time, whereas, an accident wording is sudden and accidental.
- **Errors & Omissions (Wrongful Acts)** - This is an Errors & Omissions coverage which protects all registered members including Executives, Managers, Coaches, Officials, Employees, and Participants & Volunteers for compensatory damages as a result of their wrongful acts. The coverage responds to "civil proceedings" (statement of claim) and does not cover Human Rights or other Tribunal (non-civil proceeding issues). This coverage is automatically included for each member club. Errors & Omission does not cover against employment related issues.

2. Sport Accident Coverage

Coverages	Limits of Insurance	
Accidental Death And Dismemberment Limit	\$50,000	Any One Insured
Accidental Medical Expense Limit	\$15,000	Any One Insured
Accidental Dental Expense Limit	\$10,000	Any One Insured
Aggregate	\$1,000,000	Aggregate Limit

COVERAGE – SPORT PARTICIPANT ACCIDENT

1. Insuring Agreement

- a. We will indemnify each Insured because of bodily injury or death arising out of an accident to which this Endorsement applies, up to a maximum per Insured of the benefit amount scheduled in this Endorsement. No other obligation or liability to pay sums or perform acts or services is covered.
- b. This Endorsement applies to bodily injury only if:
- The bodily injury is caused by an accident;
 - The accident occurs during the policy period; and
 - The accident occurs while the Insured is participating in or training for a sanctioned event.

2. Accidental Death And Dismemberment Benefits

- a. Where an accident causes death or any of the following losses within 365 days of the accident, We will pay a percentage of the Accidental Death And Dismemberment Limit shown in the Declarations. The maximum amount We will pay for such loss in any one accident is as follows:

i. Death	50% any one Insured
ii. Loss of two or more limbs or total and irrecoverable loss of sight of both eyes or hearing in both ears or any combination thereof	100% any one Insured
iii. Loss of one limb or total and irrecoverable loss of sight of one eye or total hearing in one ear	75% any one Insured
iv. Loss of thumb and index finger	10% any one Insured
v. Quadriplegia (complete paralysis of both upper and lower limbs)	100% any one Insured
vi. Paraplegia (complete paralysis of lower limbs)	100% any one Insured
vii. Hemiplegia (complete paralysis of upper and lower limbs of one side of the body)	100% any one Insured
viii. Any bodily injury which prevents the Insured from engaging in any occupation or employment for which they are reasonably suited by education training or experience continuously for a period of 12 months from the date of the accident and is deemed to be permanent or irrecoverable	100% any one Insured

- b. Benefits with respect to quadriplegia, paraplegia and hemiplegia require total paralysis of the limbs which shall have been continuous for a period of 12 months from the date of the accident and is deemed to be permanent and irrecoverable.
- c. Indemnity provided with respect to items 2 a. i. through viii. will not be paid under any circumstances for more than one of the losses, the greatest, sustained by any one Insured as the result of any one accident.

3. Schedule of Supplementary Benefits

The maximum We will pay for supplementary benefits per any one accident is a percentage of the applicable limit shown in the Declarations, or the amount shown in the Schedule below:

a. Accidental Medical Expense Reimbursement	100% of the Accidental Medical Expense Limit shown in the Declarations, any one Insured
i. Physiotherapist, chiropractor, osteopath	\$100 per visit / \$500 any one Insured
b. Accidental Dental Expense Reimbursement shown in the Declarations, any one Insured	100% of the Accidental Dental Accident Limit

c.	Prosthetic Appliances	\$3,000 any one Insured
d.	Rehabilitation Benefit	\$3,000 any one Insured
e.	Tuition Benefit	\$2,000 any one Insured
f.	Special Treatment Travel Expense Benefit	\$150 per day / \$1,000 any one Insured
g.	Out of Province- Benefits (applicable only within Canada) Excess Surgical and Medical Accident	\$10,000 any one Insured
h.	Emergency Transportation Benefit	\$50 any one Insured
i.	Eyeglass & Contact Lens Expense	\$100 any one Insured
j.	Dentures, Hearing Aids and Removable Teeth Expense	\$200 any one Insured
k.	Fracture or Dislocation Benefit (including Greenstick Type Fracture)	Per below
i.	of the skull (depressed)	\$500 any one Insured
ii.	of the skull (not depressed)	\$500 any one Insured
iii.	of the spine (one or more vertebrae)	\$250 any one Insured
iv.	of the lower jaw (alveolar process accepted)	\$75 any one Insured
v.	of the upper jaw	\$75 any one Insured
vi.	of the shoulder (dislocation)	\$50 any one Insured
vii.	of the clavicle (collar bone)	\$75 any one Insured
viii.	of the scapula (shoulder bone)	\$75 any one Insured
ix.	of the elbow	\$50 any one Insured
x.	of the hip	\$125 any one Insured
xi.	of the pelvis	\$125 any one Insured
xii.	of the thigh (femur)	\$125 any one Insured
xiii.	of the knee cap	\$100 any one Insured
xiv.	of the sacrum or coccyx	\$100 any one Insured
xv.	of the sternum	\$50 any one Insured
xvi.	of the leg (tibia or fibula)	\$100 any one Insured
xvii.	of the upper arm (humerus)	\$100 any one Insured xviii.of the forearm (radius or ulna) \$100 any one Insured
xix.	of the hand or wrist (other than phalanges)	\$100 any one Insured
xx.	of the foot (other than phalanges)	\$100 any one Insured
xxi.	of the ankle	\$50 any one Insured

4. Supplementary Benefits

a. Accidental Medical Expense Reimbursement

If an Insured sustains bodily injury as a result of an accident, and within thirty (30) days from the date of the accident causing such bodily injury, an Insured who is insured under a Canadian provincial or territorial government health insurance plan obtains medical treatment in Canada from a legally qualified Physician and as a consequence of such bodily injury incurs expenses for any of the following para-medical services when recommended by a legally qualified Physician, We will reimburse the Insured for the following reasonable and necessary expenses:

- i. The services of a legally qualified physiotherapist, chiropractor or osteopath, limited to the amount specified on the Schedule Of Supplementary Benefits per accident;
- ii. The services of a legally qualified registered nurse;
- iii. The purchase of hearing aids (but not including repair or replacement of same);
- iv. Crutches, splints, orthotic devices, trusses, medical braces, rental of wheelchair or hospital bed;
- v. Prescription drugs, except in the Province of Quebec;
- vi. Casts and cast materials;
- vii. Licensed ambulance service;
- viii. Hospital services not covered by any federal or provincial government health insurance plan. Splints, orthotic devices and medical braces required primarily for sports activities are not covered.

Reimbursement shall only be made provided that expenses are

- i. Incurred in Canada;
- ii. Incurred within fifty-two (52) weeks of the date of the accident causing bodily injury;
- iii. Incurred only for therapeutic and not elective treatment; and
- iv. Supported by an original receipts submitted to Us as proof of claim.

This benefit is in excess of any similar benefit provided under any other insurance, policy or plan, including but not limited to a policy of automobile insurance and any federal or provincial hospital, medical or drug plan. The maximum amount payable under this section is 100% of the Accidental Medical Expense Limit shown in the Declarations per any one Insured.

b. Accidental Dental Expense Reimbursement

When a bodily injury to whole or sound teeth including filled or restored teeth requires and receives dental treatment commencing within 30 days of the date of the accident, and the Insured obtains treatment in Canada for such bodily injury from a legally qualified dentist or dental surgeon and incurs related dental expenses, We will pay for the necessary expenses for such treatment rendered within 52 weeks of the accident. Payments for all treatment rendered shall be limited to an aggregate of 100% of the Accidental Dental Accident Limit shown in the Declarations per any one Insured.

The following provisions also apply:

- i. All expenses must be incurred in Canada;
- ii. Any payments made under this section shall not exceed the amount specified in the schedule of fees in effect at the time of the accident as published by the dental association of the province or territory in which the Insured receives such treatment;
- iii. Capped or crowned teeth shall be deemed as whole or sound teeth;
- iv. No benefit will be payable for expense of dental treatment incurred for the cost of replacement, adjustment or repair of artificial teeth or dentures (except as otherwise provided herein), any orthodontic treatment, or any dental treatment provided solely for cosmetic or esthetic reasons.

c. Prosthetic Appliances

When prescribed by a physician or surgeon and purchased within 52 weeks of the date of accident, We will pay benefits for expenses incurred for artificial limbs and/or eyes up to a maximum of the amount specified on the Schedule Of Supplementary Benefits, for each bodily injury resulting in a loss requiring such an appliance. This does not include repairs, adjustments or replacement of same.

d. Rehabilitation Benefit

If an accident causes bodily injury to the Insured which requires that the Insured undergo special training in order to be qualified to engage in a special occupation in which they would have engaged except for such bodily injury, We will pay the reasonable and necessary expense actually incurred by any Insured but shall not exceed the amount specified on the Schedule Of Supplementary Benefits, nor shall payment be made for any expense incurred more than three years after the date of the accident, nor shall payment be made for room, board or other ordinary living, travelling or clothing expense.

e. Tuition Benefit

When, after 14 days from the date of the accident, a bodily injury shall disable totally and confine the Insured to their residence for a period in excess of 40 consecutive days. We will pay the expense incurred within six months from the date of the accident for tutorial services of a qualified teacher holding a current Provincial Ministry of Education Teaching Certificate for the grade attained by the Insured at a rate not to exceed \$20 per hour. In addition, We will pay for rental of necessary equipment and required program software as suggested and approved by the Board of Education in which the Insured is in attendance. All benefits payable under this section are subject to an aggregate amount as specified on the Schedule Of Supplementary Benefits.

f. Special Treatment Travel Expense Benefit

If within 52 weeks of the date of the accident a bodily injury requires special treatment that cannot be obtained in the municipality of the Insured's residence We will pay up to a maximum of the amount specified on the Schedule Of Supplementary Benefits for travel expense incurred away from home.

g. Out Of Province Excess Surgical And Medical Accident Benefits

If bodily injury is sustained by an Insured outside the province in which they are normally domiciled, but inside Canada, and they shall within 30 days from the date of an accident necessitate the services of a licensed Doctor of Medicine, Osteopath or Chiropractor, and incur additional expenses such as surgical operations, hospital expenses, taking of x-rays, laboratory services or anaesthetist fees, We will pay for such charges for services outside the province of residence, but inside Canada, up to a maximum of the amount specified on the Schedule Of

Supplementary Benefits, excess of the benefits available under any Canadian federal or provincial hospital and/or medical plan regardless of whether or not the insured person is enrolled in such a plan.

h. Emergency Transportation Benefit

If a bodily injury requires immediate medical treatment, We will pay the reasonable expense incurred in transporting the Insured to a doctor's office or nearest hospital other than by a licensed ambulance service subject to a maximum payment of the amount specified on the Schedule Of Supplementary Benefits.

i. Eyeglass And Contact Lens Expense (Resulting From Injury)

If bodily injury requires and receives treatment by a physician or dentist

i. and also results in the breakage of eyeglasses or loss or breakage of a contact lens or lenses of the Insured, We will pay the actual cost of repair or replacement of the eyeglasses or contact lens or lenses up to a maximum of the amount specified on the Schedule Of Supplementary Benefits, in respect to all such replacements or repairs during the term of this Policy; or

ii. results in the purchase of eyeglasses upon the advice of a physician when they were not required nor worn previously We will pay the reasonable and necessary expense thereof up to a maximum of the amount specified on the Schedule Of Supplementary Benefits.

j. Dentures, Hearing Aids And Removable Teeth Expense (Resulting From Injury)

If bodily injury requires treatment by physician or dentist within 30 days of the date of the accident and results in the breakage of dentures, hearing aids, or a removable artificial tooth or teeth of the Insured, We will pay the actual cost of repair or replacement of said dentures, hearing aid or artificial tooth up to a maximum of the amount specified on the Schedule Of Supplementary Benefits, in respect to all such repairs or replacements during the term of this Policy.

k. Fracture Or Dislocation Indemnity

When a bodily injury results in any of the fractures or dislocations listed on the Schedule Of Supplementary Benefits, We will pay the amount specified for such fractures or dislocation provided that not more than one such amount (the largest) shall be payable as the result of any one accident.

5. Exclusions

This Policy does not apply to:

a. Alcohol or Drugs

Any bodily injury resulting directly or indirectly, wholly or partially, from the Insured being under the influence of alcohol or cannabis or having taken drugs or narcotics unless prescribed by a legally qualified physician or surgeon and pursuant to that prescription.

b. Benefits Available Under Government Health Insurance Plan

Any benefits that are available under any government health insurance plan, whether the Insured is enrolled in such a plan or not.

c. Certain Medical Conditions

Any bodily injury resulting directly or indirectly, wholly or partially, from any of the following causes:

i. Sickness, disease, incapacity or bodily infirmity either as a cause or effect;

ii. Suicide or any attempt thereat by the Insured while sane;

iii. Self-inflicted injury or any attempt thereat by the Insured while sane or insane;

iv. Neuroses, psychoneuroses, psychotherapies, psychoses or mental or emotional disorders of any type;

v. Sustained while the Insured is undergoing the medical or surgical treatment of sickness, disease or bodily or mental infirmity;

vi. Stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis, aneurysm;

vii. Infections of any kind regardless of how acquired, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes;

viii. Pregnancy, childbirth, miscarriage or abortion;

ix. Hernia;

x. Pre-existing medical or mental condition. However, bodily injury for which the treatment has not been rendered or treatment medically recommended for the past thirty consecutive months shall not be considered a pre-existing condition unless otherwise specifically excluded.

d. Criminal Activity

Any bodily injury occasioned or occurring while the Insured is committing or attempting to commit a criminal act or to which a contributing cause was the Insured being engaged in an illegal occupation or activity.

e. **Expenses Covered Under Other Insurance**

Any portion of an expense referred to in this Endorsement which is payable under any insurance plan or law or under any plan or law that will pay the expense. With the exception of licensed ambulance services expenses, all other expenses claimed herein must be presented or deemed medically necessary by a qualified medical practitioner for the treatment or rehabilitation of the Insured.

f. **Other Participant Accident Policy**

In no case may an Insured be covered under more than one participant accident policy. Excess premiums paid shall be refunded upon request.

g. **Personal Articles**

Except as otherwise provided herein there is no benefit payable for purchase, repair or replacement of personal articles such as helmets, equipment, dentures, eyeglasses, contact lenses or prescriptions therefor.

h. **Professional Athlete**

Any professional athletes earning the major portion of their income from sports activity.

B. For the purposes of the coverage provided by this Endorsement, PART I – COVERAGES, COMMON EXCLUSIONS – COVERAGES A, B AND D shall also apply to COVERAGE – SPORT PARTICIPANT ACCIDENT.

C. For the purposes of the coverage provided by this Endorsement, PART III – WHO IS AN INSURED is deleted in its entirety and replaced by the following:

WHO IS AN INSURED

A sports participant or Executive is an Insured under this Policy.

D. For the purposes of the coverage provided by this Endorsement, PART IV – LIMITS OF INSURANCE, A. LIMITS is amended by adding the following:

The Any One Insured Limits shown in the Declarations and in this Endorsement is the most We will pay for benefits covered by this Endorsement because of bodily injury to one or more Insureds in any one accident; and The Aggregate Limit is the most We will pay under COVERAGE – SPORT PARTICIPANT ACCIDENT for benefits covered by this Endorsement and arising out of one accident, regardless of the number of Insureds. In the event the Aggregate Limit is insufficient to pay the full amount of indemnity for each Insured, then the amount payable for each Insured shall be in the proportion that the Aggregate Limit for any one accident bears to the total amount of insurance that would have been payable except for such Aggregate Limit.

E. For the purposes of the coverage provided by this Endorsement, PART V – COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 9. Duties In The Event Of Occurrence, Offence, Claim Or Suit is deleted and replaced by the following:

9. Duties In The Event Of An Accident

a. You must see to it that We are notified in writing of an accident which may result in a claim no later than 30 days from the date of such accident. Notice should include:

- i. How, when and where the accident took place; and
- ii. The names and addresses of any injured persons and witnesses; and
- iii. The nature and location of any bodily injury arising out of the accident.

b. You must furnish to Us on forms provided such proof of claim as is reasonably possible within 90 days of the date of such accident;

c. You must furnish to Us a certificate as to the cause and nature of the injury for which the claim is made from a legally qualified medical or dental practitioner if so required by Us.

d. In the event of a claim by reason of death of an Insured, We shall be entitled to receive on forms provided by Us due proof of such death, as well as of the title and right of the claimant. Any suit or proceedings against Us for the recovery of any claim under this Endorsement shall not be commenced more than one year after the date the insurance money became payable or would have become payable if it had been a valid claim.

F. For the purposes of the coverage provided by this Endorsement, the following is added to PART V – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Accidental Death

If an Insured dies while insured hereunder, We will, subject to the provisions set forth in this Endorsement, pay to the Estate of the Insured the amount of benefit to which the Insured would have been entitled.

G. For the purposes of the coverage provided by this Endorsement, PART VI – DEFINITIONS, Definition 6. Bodily Injury is deleted and replaced by the following:

6. Bodily injury means bodily injury or death sustained by a sports participant and caused directly by an external violent, sudden or fortuitous accident independent of any sickness or other cause.

H. For the purposes of the coverage provided by this Endorsement, the following are added to PART VI –

DEFINITIONS:

48. Sport participant means Your:

a. Members, provided such individuals' names are on file with the governing body/sports association listed in the Declarations as being insured under this Policy;

b. Coaches, trainers, instructors or referees; or

c. Executive officers and executive officers of Your member teams;

49. Sanctioned events means events, tournaments, and/or matches conducted by an authorised event organiser that have received formal approval by the governing body/sports association listed in the Declarations or an employee authorized by the governing body/sports association listed in the Declarations to give such approval.

Approval can either be by way of a written procedure manual or a specific agreement in writing.

Sanctioned events include being transported with other members as a group (three or more) to or from the place of a sanctioned event, as arranged by the governing body/sports association listed in the Declarations. In the case of travel by air, the insurance provided by this Endorsement shall only apply to travel on a multi-engined transport type aircraft operated by a licensed airline maintaining published schedules, or a licensed charter airline.

Important Details You Should Know About Your Sport Accident Policy

The Sport Accident Policy is an Excess Policy, which means, it is secondary to any other government or private health care plan(s).

The Sport Accident Policy provides coverage for Sanctioned OBA Activities including training, competitions & meets. This plan covers "Registered Members" including participants, managers, coaches, officials, umpires and trainers.

Expenses eligible under any other healthcare plan(s) must be submitted to that plan(s). Your Sport Accident Policy will pay only the amount of expenses that are not eligible with any other insurer. Only claims up to the maximum benefits of the policy will be considered for payment. Explanation of benefits from other insurer, must accompany eligible expenses when submitting.

Arthur J. Gallagher must receive notice of your accident within **30** days of the accident date and claim documentation within **90** days from the date of accident.

All claims must be submitted by completing our Sport Accident Claim Form along with itemized statement and paid receipts. The Physician Statement needs to be completed confirming diagnosis &/or recommended treatments, if you are claiming other than dental or ambulance expenses.

Sport Accident Claim Forms must be completed in full and copies of receipts/invoices for medical/dental expenses must be submitted as well. All claim documentation will then be forwarded on to the insurer. Additional invoices/receipts can then be forwarded on as treatment is incurred.

The insurer will pay with respect to each insured that sustains bodily injury as a result of an accident, all reasonable medical expenses resulting and incurred within 52 Weeks from the date of accident. You must have required and received medical /dental treatment commencing within 30 days of the accident.

Services provided by a licensed physiotherapist, chiropractor, osteopath, registered nurse services or other similar services approved by the Insurer in writing and not covered under any federal, provincial government or private

health care plan are covered under the Blanket Accident Reimbursement Coverage. Please refer to the actual terms and conditions of the applicable policy forms.

Physician's referral is required if you are intending to claim for the above expenses. A Sport Accident Claim Form must be completed along with Attending Physician Statement, invoices/receipts for treatment incurred. Please note, if paid by other health care provider, Proof of Exhausting Benefits must be provided.

Medical Braces prescribed by a physician, are covered under the Blanket Accident Reimbursement Coverage. Please refer to the actual terms and conditions of the applicable policy forms. Medical Braces required primarily for Sporting Activities are **Not** covered.

Claim forms can be submitted to our office electronically or by fax. If you are submitting the forms by mail, please forward **copies only** and retain originals for your files.

Arthur J. Gallagher Canada Limited

435 McNeilly Road, Suite 203

Stoney Creek, ON L8E 5E3

Attention: Sports Administrator

Phone 1-800-461-5087 Fax 905-643-8321

Email: IBAM.StoneyCreek.Sports@ajg.com

Disclaimer

This document is a coverage summary for your convenience, not a contract or legal or tax advice. This document contains proprietary and confidential information belonging to Arthur J. Gallagher. The unauthorized reproduction or use of this document or information contained herein is prohibited by law. It is provided to facilitate your understanding of the relevant insurance program. Please refer to the actual policies when issued for the specific terms, conditions, limitations and exclusions that will govern coverage in the event of a loss.

In evaluating your exposure to loss on your insurance policies, we have been dependent upon certain information that was provided by you. If there are other areas that need to be evaluated prior to binding coverage, please bring these areas to our attention. Higher limits for the program's policies may be available; if you wish to pursue this option please advise our office as soon as practicable so that we may solicit market quotations on your behalf. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that may impact the scope of your insurance coverage.