

**Form #OCS1001S (V. H) (Rev. February 21, 2012)**  
**Accident / Medical Policy – Sports Program**

**AGREEMENT AND 'INSURED PERSON' DEFINITION:**

In consideration for premium paid, the **Insurer** hereby agrees to indemnify **Accidents** resulting in Injury including death (as per the following Schedule of Benefits) of all amateur members participating as players, managers, coaches, trainers, executives, general members, volunteers, auxiliary workers, employees & officials being members of the association, league, club and/or teams, herein collectively called the **Insured Persons**, subject to the terms and conditions of this policy.

This policy only applies to Injuries as a result of **Accidents** while **Insured Person** is:

- a) participating in Activities sponsored and supervised by the **Policyholder**; or
- b) travelling to, during or after such Activities as a member of a group in transportation of any type furnished or arranged by the **Policyholder** or under the auspices of the **Policyholder**.

The insurance provided under this policy is only available to legal residents of Canada.

**TERRITORY:**

The territorial limits of this policy shall be defined as Canada only.

**GENERAL PROVISIONS:**

**A. INDIVIDUAL TERMINATIONS:**

Unless otherwise specified in the policy, coverage of any Insured Person shall terminate on whichever of the following dates occurs first:

1. The date the **Insured Person** ceases to be under the sponsorship or supervision of the **Policyholder** or ceases to fall under the definition of **Insured Person** as stated in this Policy;
2. The date that any part of the **Insured Persons'** or **Policyholder's** premium remains unpaid; or
3. The date this policy terminates.

**B. AMOUNT OF INSURANCE:**

The amount of insurance coverage for each **Insured Person** under this policy is further defined and limited in accordance with the Schedule of Benefits provided in appendix A.

**C. AGGREGATE LIMIT OF INDEMNITY AND DEDUCTIBLE**

1. The **Insurer's** aggregate limit of indemnity for all losses arising out of any one (1) **Accident**, for which coverage is provided hereunder, is as stated in the Schedule of Benefits.
2. In the event said limit of indemnity for any one (1) **Accident** is insufficient to pay the full amount of indemnity for each **Insured Person**, then the amount payable for each **Insured Person** will be in the proportion that the limit of indemnity for any one (1) **Accident** bears to the total amount of insurance that would have been payable, except for such limit of indemnity.
3. The **Insured Person** shall solely be responsible for reimbursing the **Insurer** up to the applicable deductible amount shown on the Declarations Page. The **Insurer's** obligation pay claims applies only to the amount in excess of the deductible amount stated in the Declarations Page.
4. The deductible amount in the Declarations Page shall be applied to each claim separately.
5. The Aggregate Limit for such coverages shall not be reduced by the application of such deductible amounts.

**D. EXCLUSIONS AND LIMITATIONS:**

**1. THIS INSURANCE DOES NOT COVER:**

- a. Sickness or disease either as a cause or effect;
- b. Any benefits that are available under any Government Health Insurance Plan, whether enrolled in such a plan or not, for which the Insured is eligible;
- c. Any intentionally self inflicted bodily injury while sane or self-inflicted injury while insane;
- d. Any act of war, or undeclared war, invasion or civil war;
- e. Professional athletes that generate a majority of their income from that sporting or recreational activity;
- f. X-Rays, repair or replacement of existing dentures, fillings or crowns, bridges or orthodontic appliances EXCEPT as provided in the section entitled 'Dental Expense';
- g. Experimental or performance enhancing drugs not approved by Health Canada or any other applicable governmental authority;
- h. Medical services rendered by nurses, physiotherapists, certified athletic sports therapists, and chiropractors employed or engaged by the **Policyholder**;
- i. **Accidents** suffered as a direct consequence of **Insured Persons** or **Policyholder** being under the influence of alcohol exceeding those levels defined by law for the use of a motor vehicle in Canada.
- j. Participating in any speed contest or racing.
- k. Expenses for the services of a chiropractor;
- l. Expenses charged for the services of a physiotherapist or athletic sports therapist; and
- m. Expenses charged for the services of a dentist or physician performing comparable services involving, but not limit to, removable dentures, fixed bridgework, and capped (crowned) tooth or teeth.

**2. OTHER INSURANCE:**

This Policy is subject to and will not contravene any Federal or Provincial statutory requirement with respect to hospital and/or Medical plans. Benefits will be reduced under the Accident Reimbursement Expense and Dental Expense sections of this policy and any amount paid or payable under any other policy providing similar reimbursement expenses.

**DEFINITIONS:**

**Accident:** an unexpected, unforeseen event caused by external forces not under the control of an insured and resulting in a loss that occurs during the policy period.

1. **Activities:** any specific deed, action, pursuit, recreational activities, or sporting activities which the Insured Persons has partaken in under the supervision or auspices of the **Policyholder**. Activities does not include any specific deed, action, pursuit, recreational activities, or sporting activities which the Insured Persons has partaken in while utilizing equipment and material rented to or provided by the **Policyholder** and not supervised by the **Policyholder**.

2. **Injury:** Bodily Injury suffered by an Insured Person caused directly by an **Accident** as described above.
    - a. For the purposes of this policy, the definition of Injury will not include sickness or disease or any causes thereof.
  3. **Insured Person:** all amateur members participating as players, managers, coaches, trainers, executives, general members, volunteers, auxiliary workers, employees & officials being members of the association, league, club and/or teams during sponsored or supervised Activities of the association, league, club, team and/or **Policyholder**. This also includes any individual that participates in recreational or outdoor Activities, under the supervision or auspices of the **Policyholder**.
  4. **Insurer:** means the insurance companies whose names appear in the Declarations
  5. **Medical Expense:** expense incurred for **Medically Necessary** services and supplies ordered or prescribed by a Legally Qualified Physician. Medical Expense is incurred on the date the service or supply is received.
  6. **Medically Necessary:** a service or supply which
    - a. Is recommended by the attending Legally Qualified Physician
    - b. Is appropriate and consistent with the diagnosis in accordance with accepted standards of community practice; and
    - c. Could not have been omitted without adversely affecting the Insured's condition or the quality of medical care.
  7. **Policyholder:** means the person or entity named in the Declarations including employees, members, and volunteers while in the course of employment, assignment, or volunteer work.
  8. **Usual and Customary Charges:** those comparable charges for similar treatment, services and supplies in the geographical area where treatment is performed.
- E. NOTICE OF CLAIM:**
1. Written notice of claim must be given to the Company within thirty days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as reasonably possible.
  2. Notice given by or on behalf of the Insured or the beneficiary to the Company, or to any authorized agent of the Company, with information sufficient to identify the Insured, shall be deemed notice to the Company.
  3. The Company, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within fifteen days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.
  4. In the event of a claim by reason of death of a member, the **Insurer** shall be entitled to receive, on forms provided by the **Insurer**, due proof of such death, as well as of the title and right of the claimant.
  5. Any action or proceedings against the **Insurer** for the recovery of any claim under this policy 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. PROOF OF LOSS:**
1. Written proof of loss must be furnished to the Company at its said office, within ninety days after the date of such loss.
  2. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.
- G. PAYMENT OF CLAIMS:**
1. Indemnity for loss of life of the Insured will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment.
  2. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured.
  3. Any other accrued indemnities unpaid at the Insured's death may, at the option of the **Insurer**, be paid either to such beneficiary or such estate.
  4. All other indemnities will be payable to the Insured.
    - a. In the event the Insured Person is a minor, all indemnities payable hereunder will be payable to the custodial parent, or if there is none, to the guardian of the Insured Person.
  5. Indemnities payable under this policy will be paid immediately upon receipt of due written proof of such loss
  6. All indemnities payable under this policy will be paid in Canadian currency.
- H. PHYSICAL EXAMINATIONS & AUTOPSY:**  
The Company, at its own expense, shall have the right and opportunity to examine the person of anyone covered under this policy when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.
- I. LEGAL ACTION:**
1. Legal action will not be taken to recover benefits under this policy until sixty (60) days after proof of loss has been submitted to the **Insurer**. The claimant will be limited to a one (1) year period (three (3) years in the province of Quebec) from the expiration of the time within which proof of loss is required by the policy during which legal action may be taken.
  2. If any time limitation specified in this policy for giving notice of claim, or submitting proof of loss, or undertaking legal action is less than that permitted by law of the province in which the claimant is residing at the time of loss, then the time limitation will not be less than that provided for by provincial law.
- J. EXAMINATION OF RECORDS:**  
The **Insurer** will be permitted to examine the Policy holder's records relating to this policy at any reasonable time, and from time to time until two (2) years after expiration of this policy or until final adjustment and settlement of all claims hereunder, whichever is the later.
- K. CANCELLATION:**
1. The policy may be cancelled by the **Policyholder** by mailing to the **Insurer** written notice stating when thereafter such cancellation will be effective.
  2. This policy may be cancelled by the **Insurer** by mailing to the **Policyholder** at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation will be effective. The mailing of such notice as aforesaid will be sufficient proof of notice and the effective date of cancellation stated in the notice will become the end of the policy period.
  3. Delivery of such written notice either by the **Policyholder** or by the **Insurer** will be equivalent to mailing.
  4. Unless otherwise provided in the schedule, if the Policy holder cancels, earned premiums will be computed in accordance with the customary

short rate table and procedures.

5. If the **Insurer** cancels, earned premiums will be made as soon as practicable after cancellation becomes effective. The **Insurer's** cheque, or the cheque of its representative mailed or delivered as aforesaid, will be sufficient tender of any refund of premium due to the **Policyholder**.

**L. BENEFITS:**

Upon satisfactory proof of loss or expense, as defined within the scope of coverage, limitations and exclusions under this policy, the **Insurer** shall pay the benefits for such loss or expense as provided in the following tables and to the limits stated in Appendix A, in accordance with the Payment of Claims provision stated in this document.

**M. CURRENCY:**

All payments to or by the Insurer under this policy shall be paid in Canadian Currency.

**N. THE CONTRACT:**

This policy constitutes the entire contract. No provision of this policy may be altered, waived or modified except by an endorsement hereon signed by the Insurer.

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

Indemnity provided under this section will not be paid under any circumstance for more than one (1) of the losses, the greatest, sustained by any one (1) Insured Person as the result of any one(1) **Accident**.

In the event Loss of Life occurs within ninety (90) days after the date of the **Accident**, the maximum amount payable will be the Principal Sum.

**FOR LOSS OF:**

Life	Principal Sum
The Entire Sight of Both Eyes	Two Times the Principal Sum
One Hand and the Entire Sight of One Eye	Two Times the Principal Sum
One Foot and the Entire Sight of One Eye	Two Times the Principal Sum
Speech and Hearing in Both Ears	Two Times the Principal Sum
Speech	Principal Sum
Hearing in both ears	Principal Sum
Hearing in one ear	One Half the Principal Sum
All the Toes on one foot	One Half the Principal Sum

**FOR LOSS, OR LOSS OF USE OF:**

One Leg or One Arm	Principal Sum
One Hand or One Foot	Three Fourths of the Principal Sum
Both Hands	Principal Sum
Both Feet	Principal Sum
Thumb and Index Finger or at least four fingers Of the Same Hand	Principal Sum

**FOR PERMANENT TOTAL DISABILITY: meaning disablement which entirely prevents the Insured Person from attending to any business or occupation for which they are reasonably suited by training, education or experience and which lasts twelve months and at the end of that period is beyond hope of improvement**

Tetraplegia (Total and Irreversible Paralysis of all four limbs)	Two Times the Principal Sum
Quadriplegia (Total and Irreversible Paralysis of all four limbs)	Two Times the Principal Sum
Paraplegia (Total and Irreversible Paralysis of both lower limbs)	Two Times the Principal Sum
Hemiplegia (Total and Irreversible Paralysis of One Arm and One Leg on the same side of the body)	Two Times the Principal Sum

"Loss" as above used:

1. with reference to hand or foot means complete severance through or above the wrist of ankle but below the elbow or knee joint;
2. as used with reference to arm or leg means complete severance through or above the elbow or knee joint;
3. with reference to thumb means the severance of one (1) complete entire phalanx of the thumb;
4. with reference to finger means the complete severance of two (2) entire phalanges of the finger;
5. with reference to toe means the complete severance of one (1) entire phalanx of the big toe and all phalanges of the other toes;
6. with reference to eye means the irrecoverable loss of the entire sight thereof;
7. with reference to speech means complete and irrecoverable loss of the ability to utter intelligible sounds;
8. with reference to hearing means complete and irrecoverable loss of hearing
9. with reference to Quadriplegia, Tetraplegia, Paraplegia and Hemiplegia means the complete and irreversible paralysis of the respective limbs;
10. with reference to loss of use means the total and irrecoverable loss of use,
  - a. provided the loss is continuous for twelve (12) consecutive months; and
  - b. such loss of use is determined to be permanent at the end of such period

**MEDICAL EXPENSE BENEFITS**

When covered Injuries result in treatment by a Legally Qualified Physician within the scope, coverage and provisions made under this policy, and where no coverage under any Government Plan or any other insurance held by the **Insured Person** exists, we will pay the **Medical Expense** incurred in excess of the Medical Deductible, if any. Benefits shall not exceed the **Usual and Customary Charges**. Limits are described in Appendix A.

Eligible **Medical Expenses** are as follows:

1. **Prosthetic Appliances** – when prescribed by a physician or surgeon and purchased within 52 weeks of the **Accident**, the **Insurer** will pay benefits incurred for artificial limbs and/or eyes up to the maximum stated in Appendix A for each **Injury** resulting in a loss requiring such an appliance. This does not include repairs, adjustments or replacements of same
2. **Blanket Accident Expense Reimbursement** – the **Insurer** will pay for **Medically Necessary** expense for which coverage is not available under any Government Plan, incurred within 52 weeks of the date of the **Accident**, resulting in an **Injury** which requires, within 30 days of the **Accident**, the following services or supplies while under the care and attendance of a physician other than himself or a member of his immediate family for
  - a. Private Duty Nursing by a licensed graduate nurse (R.N.) who does not ordinarily reside in the **Insured Person's** residence;
  - b. Transportation by a licensed ambulance service or, when recommended by a physician, any other conveyance licensed to carry passengers for hire to or from the nearest hospital which is equipped to provide the required treatment;

- c. Hospital charges for the difference between the public ward allowance under the **Insured Person's** Provincial Hospital Plan and the semi-private accommodation charge (or private, if recommended by a physician);
  - d. Rental of a wheelchair, iron lung, and other durable equipment for therapeutic treatment not to exceed the purchase price prevailing at the time the rental became necessary;
  - e. Charges for prescription drug, sera or vaccines, obtainable only with a written prescription or legally qualified dentist and dispensed by a registered pharmacist or Physician, but excluding any charges made for the administration of injectible drugs, sera or vaccines subject to a dispensing maximum of a thirty (30) day supply.
  - f. Miscellaneous expenses for hearing aids, crutches, splints, casts, trusses & braces, but not including replacement thereof; braces do not include dental braces and are subject to a maximum of \$300.00 for each **Injury** per policy term, and not to exceed 50% of the cost of the brace;
3. **Rehabilitation Benefit** – if an **Accident** causes **Injury** to a member which requires the member to undergo special training in order to be qualified to engage in a special occupation in which he would not have engaged except for such **Injury**, the **Insurer** will pay the reasonable and necessary expense actually incurred by any member, but shall not exceed \$3,000.00; nor shall payment be made for any expense incurred more than 2 years after date of the **Accident**, nor for room, board, or other ordinary living, travelling, or clothing expense.
  4. **Tuition Benefit** – when, within 90 days of the date of the **Accident**, an **Injury** shall disable totally and confine an **Insured Person** to his or her residence for a period in excess of 90 days, the **Insurer** shall pay the expense incurred from six months from the date of the **Accident** for tutorial services of a qualified teacher holding a current Provincial Ministry of Education Teaching certificate at a rate of no more than \$20 per hour. In addition, the **Insurer** shall pay for the rental of any equipment required or program software as suggested and approved by the Ministry of Education or local School Board where the member is in attendance. All benefits payable under this section are subject to an aggregate limit of \$2,000.
  5. **Special Treatment Travel Expense Benefit** – if, within 52 weeks of the **Accident**, an **Injury** requires special treatment that cannot be obtained in the municipality of a member's residence, the **Insurer** will pay up to a maximum of \$150 per **Insured Person** per claim for travel expense incurred away from home but not to exceed the maximum limit of \$1,000.
  6. **Out of Province Surgical and Medical Accident Benefits** – if bodily injury is sustained by an **Insured Person** as a result of an **Accident** outside of the province in which they reside, but still within Canada, and the **Insured Person** requires **Medically Necessary** treatment that is deemed to be immediate by a Licensed Physician and cannot wait until the **Insured Person** returns to their province or territory of residence, the **Insurer** will pay those sums in excess of the federal or provincial medical plan available to the **Insured Person**, whether or not they are enrolled in such a plan, to a maximum of \$10,000 per **Insured Person** per policy period.
  7. **Emergency Transportation Benefit:** if an **Accident** requires immediate transportation to the closest hospital, doctor's office, nurses station or other medical facility, the **Insurer** will pay the reasonable expense incurred in transporting the **Insured Person** to such facility, including evacuation by air transport, to a maximum of \$500.00 AGGREGATE per policy period.
  8. **Eyeglass & Contact Lenses Expense** –
    - a. if bodily injury to an **Insured Person** requires and receives treatment by a qualified Physician or Dentist and also results in the breakage of eyeglasses or the breakage or loss of contact lens or lenses of the **Insured Person**, the **Insurer** will pay the actual cost of the repair or replacement of the eyeglasses or contact lens(es) to a maximum of \$100 per **Insured Person** in respect of all such replacements or repairs during the policy term.
    - b. If the **Injury** results in the purchase of eyeglasses or contact lenses as prescribed by a licensed Physician where not required nor worn prior to the **Accident**, the **Insurer** will pay the reasonable and necessary expense thereof to a maximum of \$100 per **Insured Person** per **Accident**.
  9. **Youth Wage Loss** - A youth member actively employed by a business for wages on a part time basis who suffers an **Injury** and is under the regular care of a Physician, and is unable to perform all the duties of the job, will be covered for 75% of the youth member's hourly wage during the disability. Actively employed means the youth member has been continuously employed prior to the date of the **Accident**. Benefits will be payable from the 15<sup>th</sup> day of disability, to a maximum of \$1,000 during the term of this Policy. With respect to seasonal employment, this benefit will not be paid past the date employment would have normally ceased.
  10. **Babysitting** - If a youth member requires and receives treatment for an **Injury** by a Physician and is confined to home following the **Accident**, the **Insurer** will pay for a babysitter to tend to the youth member during normal school hours or during the Parent's workday if the Parent is unable to do so. The babysitter must be at least 18 years of age and not an immediate family member. This benefit is subject to an hourly maximum equal to the provincial minimum wage and an aggregate limit of \$500 per youth member during the term of this Policy.
  11. **Exposure & Disappearance**
    - a. If, by reason of an **Accident** covered by this policy, an **Insured Person** is unavoidably exposed to the elements and, as the result of such exposure, suffers a loss for which indemnity is otherwise payable here under, such loss will be covered under the terms of this policy.
    - b. If the **Insured Person** is not found within one (1) year after the date of the disappearance, sinking or wrecking of the conveyance in which the **Insured Person** was riding at the time of the **Accident** and under such circumstances as would otherwise be covered hereunder, it will be presumed the **Insured Person** suffered Loss of Life resulting from bodily **Injury** caused by an **Accident** at the time of such disappearance, sinking or wrecking.
  12. **Fracture, Tendon Severance, Dislocation & Miscellaneous Benefit Option** - When **Injury** results in any of the following fractures, dislocations, severances or miscellaneous conditions within three hundred and sixty-five (365) days after the date of the **Accident**, the **Insurer** will pay up to the Fracture Indemnity maximum stated in the schedule noted in Appendix A in accordance with the percentages indicated below but not more than one (1) such indemnity, the largest, will be payable as the result of any one (1) **Accident**

**For complete fracture (including Greenstick type fracture):**

	Percentage of Fracture Indemnity
Of the skull (depressed)	100%
Of the skull (not depressed)	33%
Of the spine (one or more vertebrae)	50%
Of the jawbone (mandible or maxilla)	33%
Of the thigh (femur)	33%
Of the pelvis	33%
Of the knee cap	27%
Of the lower leg	25%
Of the shoulder blade	25%
Of the ankle (small bones)	25%

Of the wrist (small bones)	25%
Of the forearm (compound or comminuted)	23%
Of the forearm (not compounded)	12%
Of the sacrum or coccyx	17%
Of the sternum	17%
Of the arm, between elbow and shoulder	17%
Of the collarbone	12%
Of the nose	12%
Of two or more ribs	10%
Of one hand (one or more metacarpals)	8%
Of one foot (one or more metatarsals)	8%
Of the facial bones	8%
Of one rib	5%
Of any bone not specified above	3%

**For complete dislocation:**

Of the hip	42%
Of the knee (with open primary repair)	33%
Of the shoulder (with open reduction)	25%
Of the wrist	17%
Of the ankle	17%
Of the elbow	12%
Of the bones of foot, other than toes	8%

**Severance of tendon or tendons:**

Heel (Achilles)	22%
Ankle	20%
Foot (not toes)	18%
Elbow	12%
Wrist	12%
Hand (including fingers)	12%

**Miscellaneous:**

Ruptured kidney (operative)	27%
Ruptured liver (operative)	27%
Ruptured spleen (operative)	27%
Punctured lung-with open surgery	22%
Burns-requiring one or more skin grafts	22%
Knee-injured and requiring surgery (when there is no fracture or dislocation)	22%
Bone operation-injured portion removed (when there is no fracture or dislocation)	20%

**No benefit is payable under this section, if a Death Benefit is to be paid, or has been paid or if any benefit has been paid under Blanket Accident Expense Reimbursement.**

**APPENDIX A – SCHEDULE OF MAXIMUM LIMITS PAYABLE**

In accordance with General Provision 'M – Benefits' this schedule shall represent the maximum sum payable under the following categories:

**ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT (AS PER CHART PROVIDED IN WORDING):**

Principal Sum	\$10,000
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**MEDICAL EXPENSE BENEFITS – MAXIMUM LIMITS:**

<b>TYPE OF COVERAGE</b>	<b>MAXIMUM SUM TO BE INSURED</b>
Prosthetic Devices	\$ 3,000.00
Blanket Accident Reimbursement	\$ 25,000.00
Rehabilitation Benefit	\$ 3,000.00
Tuition Benefit	\$ 2,000.00
Special Treatment Travel Expense Benefit	\$ 1,000.00
Out of Province Medical Accident (inside Canada) Benefits	\$ 10,000.00
Eyeglass, Contact Lens Expense	\$ 100.00
Emergency Transportation Benefit Including Air/Heli Evacuation	\$500.00
Blanket Dental Accident Reimbursement If HOCKEY then NO DENTAL COVER	\$ 2,000.00
Dentures/Bridgework Benefit If HOCKEY then NO DENTURES/BRIDGEWORK COVER	\$ 2,000.00
Babysitting	\$ 500.00
Youth Wage Loss	\$ 1,000.00