

# JONES BROWN

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INSURANCE PROGRAM  
October 1, 2015 – October 1, 2016



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## Your Insurance Program

This summary is intended to give you an overview of the coverages provided to you through the Triathlon Ontario Insurance Program. We want to highlight certain portions of your policy that may assist you in understanding the coverage provided to you.

The Triathlon Ontario Insurance Program consists of two sections:

1. Comprehensive General Liability Policy No. GAME01052-02 by GameDay Insurance underwritten through Aviva Insurance.
2. Sport Participant Accident Policy No. ACC101053 - 002 by GameDay Insurance underwritten through Aviva Insurance.

## Comprehensive General Liability

**Important Note:** This is a brief overview of the policy exclusions, terms, conditions and coverage. This is not intended to replace or substitute for the policy document. If there are any discrepancies, the actual policy will prevail.

This policy provides broad protection for situations in which an INSURED must defend itself against lawsuits or pay damages for bodily injury or property damage.

### **What activities are covered?**

All sanctioned and approved activities to include all races run by you or member clubs authorized by you including related training at sites of events and club premises.

### **Who is an insured?**

All members of your organization, including executives, managers, coaches, trainers, race directors, officials, employees and volunteers while acting within the scope of their duties on your behalf

### **Description of coverage:**

**Limits of Liability:**           \$ 5,000,000   each occurrence Bodily Injury/Property Damage  
   \$ 5,000,000   Products & Completed Operations aggregate limit

**Sub-Limits included but not limited to:**   \$ 5,000,000   Non-Owned Automobiles  
   \$ 10,000       Medical Expense any one person  
   \$ 2,000,000   Tenants Legal Liability  
   \$ 2,000,000   Errors & Omissions Liability (Directors & Officers/Wrongful Acts)

**Deductibles:**                   \$       500     Bodily Injury/Property Damage & Legal Expense  
   \$       500     Tenants Legal Liability  
   \$     1,000     Legal Liability for Damage to Hired Automobiles

**Key Extensions included but not limited to:**

- Broad definition of insured
- Liability for injury to Participants
- Employees and volunteers included as insured
- Blanket Contractual
- Incidental Medical Malpractice
- Medical Payments
- Cross Liability/Severability of Interest

## C o m p r e h e n s i v e   G e n e r a l   L i a b i l i t y - c o n t ' d .

- Key Extensions: (cont'd.)
- Non-Owned Automobile
  - Legal Liability for Damage to Hired Automobiles leased less than 30 day – Limit \$50,000 – Deductible \$1,000. Includes OEF 98B Endorsement – Reduction of Coverage for Lessees or Drivers of Leased Vehicles
  - Tenant's Legal Liability (Broad Form)
  - Advertising Liability
  - Employers' Liability
  - No Abuse/Molestation Exclusion
  - Personal Injury (Libel/Slander)
  - Intentional Acts to protect persons or property
  - Errors & Omissions (Directors & Officers Wrongful Acts)
  - Host Liquor Liability (Awards Banquets only)

- Key Exclusions:
- Electronic Date Recognition Exclusion
  - Terrorism Exclusion
  - War Exclusion
  - Exemplary, Punitive Damages Exclusion
  - Expected or Intended Injury

**COMPREHENSIVE GENERAL LIABILITY DEFINITIONS:*****Bodily Injury***

Means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

***Property Damage***

Means physical injury to tangible property, including all resulting loss of use of that property; or loss of use of tangible property that is not physically insured

***Personal Injury***

Means injury, other than "bodily injury" arising out of one or more of the following offences:

- a. False arrest, detention or imprisonment
- b. Malicious prosecution
- c. Wrongful entry to, or eviction of a person from, a room, dwelling or premises that the person occupies;

## Comprehensive General Liability - cont'd.

- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral or written publication of material that violates a person's right of privacy

### **Advertising Injury**

Means injury arising out of one or more of the following offences:

- a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. Oral or written publication of material that violates a person's right of privacy
- c. Misappropriation or advertising ideas of style of doing business

### **Contractual Liability**

Provides coverage for claims arising out of liability that has been assumed by the insured under a written or oral contract.

### **Incidental Medical Malpractice**

Means the rendering of or the failure to render necessary first aid on premises owned, operated, occupied, or controlled by any insured person who is not in the business or occupation of providing health care professional services.

### **Tenants Legal Liability**

This insurance applies only to property damage to premise owned or tented to you, or occupied by you

### **Participant Liability**

This coverage responds to and defends the insured in a lawsuit being made against you by a participant in a sanctioned event.

### **Non-Owned Automobile Liability**

The Insurer agrees to indemnify 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 and resulting from bodily injury to or death of any person or damage to property of others not in the care, custody and control of the insured.

### **Errors and Omissions (Directors & Officers Wrongful Acts)**

Provides coverage for those sums that the insured becomes legally obligated to pay as compensatory damages because of a 'wrongful act' to which this insurance applies.

## Sport Accident Insurance

This summary does not in and of itself provide coverage and it is subject to all the exceptions, terms, Limitations and conditions which are set forth in the policy. It is intended only to provide basic details of coverages that are fully described in GameDay Policy No. ACC101053 Master Policy. If any discrepancies, the actual policy will prevail.

**Named Insured:** TRIATHLON ONTARIO

**Who is Insured?** All members on record with the Triathlon Ontario who are covered under a Canadian Federal and/or Provincial Health and Hospitalization Insurance Plan and who are residents of any Province in Canada.

This plan covers injuries which are sustained by the Insured Person while:

- a) Participating in a Training Program (please see definition) or Competition which is approved and under the supervision of proper authority of the sport governing body;
- b) Participating in a Tour provided such Tour is approved by and under the supervision of proper authority of the sport governing body;
- c) Travelling directly to or from such Training Program, Tour or Competition under the supervision of proper authority of the sport governing body.

**Definition of Training:**

Training Program:	Means a specific program developed in consultation with and under the direct supervision of proper authority of the sport governing body of which the Insured Person is a member.
Tour:	Means travel undertaken by the Insured Person under supervision of the sport governing body of which the person is a member.
Competition:	Means an event organized, supervised and sponsored by the sport governing body of which the Insured is a member.

## A D & D Coverage Specifications

<b>Coverage &amp; Limit of Insurance included but not limited to: (Maximum Amount Payable any One Accident)</b>	Principle Sum:.....up to	\$	50,000.00
	Fracture Indemnity Amount .....	\$	1,000.00
	Dental Accident Reimbursement .....	\$	10,000.00
	Dentures, Removable Teeth, Hearing Aids, Eyeglasses.....up to	\$	200.00
	Emergency Transportation .....	\$	50.00
	Family Transportation – any one insured Person.....up to	\$	2,500.00
	Medical Expense Reimbursement – any one Insured Person.....up to	\$	15,000.00
	Rehabilitation – any one insured person .....	\$	3,000.00
	Repatriation – any one insured person .....	\$	5,000.00
	Prosthetic Appliances – any one insured person .....	\$	3,000.00
	Tuition Benefit – any one insured person .....	\$	2,000.00
	Aggregate Limit Payable for any one Accident .....	\$	1,000,000.00
	Weekly Income – Waiting Period – 30 days .....	\$	100.00

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### I. SCHEDULE OF SPECIFIC LOSS INDEMNITY

When injury shall result in any of the following losses, the Insurer will pay for:

Loss of Life .....	The Principal Sum
Loss of Both Hands .....	The Principal Sum
Loss of Both Feet .....	The Principal Sum
Loss of Sight of Both Eyes .....	The Principal Sum
Loss of One Hand and One Foot .....	The Principal Sum
Loss of One Hand and Sight of One Eye .....	The Principal Sum
Loss of One Foot and Sight of One Eye .....	The Principal Sum
Loss of One Arm .....	Three-Fourths of the Principal Sum
Loss of One Leg .....	Three-Fourths of the Principal Sum
Loss of One Hand .....	Two-Thirds of the Principal Sum
Loss of One Foot .....	Two-Thirds of the Principal Sum
Loss of the Entire Sight of One Eye .....	Two-Thirds of the Principal Sum
Loss of Thumb and Index Finger .....	One-Third of the Principal Sum
Loss of One Thumb or One Finger .....	One-Thirtieth of the Principal Sum

A D & D   C o v e r a g e   S p e c i f i c a t i o n s   - c o n t ' d .

Loss of Speech and Hearing in Both Ears .....	The Principal Sum
Loss of Speech .....	One-Half of the Principal Sum
Loss of Hearing in Both Ears .....	One-Half of the Principal Sum
Loss of Hearing in One Ear .....	One-Sixth of the Principal Sum
Quadriplegia (total paralysis of both upper and lower limbs) .....	The Principal Sum
Paraplegia (total paralysis of both lower limbs) .....	Three-Fourths of the Principal Sum
Hemiplegia (total paralysis of upper and lower limbs of one side of the body) .....	One-Half of the Principal Sum

**II SCHEDULE OF SPECIFIC FRACTURE, DISLOCATION, TENDON SEVERANCE AND MISCELLANEOUS INDEMNITY**

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;

**A) The Insurer will pay for the complete fracture (including Greenstick, Buckle, or Torus type fracture):**

Of the skull (depressed) .....	100% of the Fracture Indemnity Sum
Of the skull (not depressed) .....	33% of the Fracture Indemnity Sum
Of the spine (one or more vertebrae) .....	50% of the Fracture Indemnity Sum
Of the jawbone (mandible or maxilla) .....	33% of the Fracture Indemnity Sum
Of the thigh (femur) .....	33% of the Fracture Indemnity Sum
Of the pelvis .....	33% of the Fracture Indemnity Sum
Of the knee cap .....	27% of the Fracture Indemnity Sum
Of the lower leg .....	25% of the Fracture Indemnity Sum
Of the shoulder blade.....	25% of the Fracture Indemnity Sum
Of the ankle (small bones) .....	25% of the Fracture Indemnity Sum
Of the wrist (small bones) .....	25% of the Fracture Indemnity Sum
Of the forearm (compound or comminuted) .....	23% of the Fracture Indemnity Sum
Of the forearm (not compound or comminuted) .....	12% of the Fracture Indemnity Sum
Of the sacrum or coccyx .....	17% of the Fracture Indemnity Sum
Of the sternum .....	17% of the Fracture Indemnity Sum
Of the arm, between elbow and shoulder.....	17% of the Fracture Indemnity Sum
Of the collarbone .....	12% of the Fracture Indemnity Sum
Of the nose .....	12% of the Fracture Indemnity Sum
Of two or more ribs .....	10% of the Fracture Indemnity Sum
Of one hand (one or more metacarpals) .....	8% of the Fracture Indemnity Sum
Of one foot (one or more metacarpals) .....	8% of the Fracture Indemnity Sum



A D & D   C o v e r a g e   S p e c i f i c a t i o n s   - c o n t ' d .

Of the facial bones .....	8% of the Fracture Indemnity Sum
Of one rib.....	5% of the Fracture Indemnity Sum
Of any bone not specified above .....	3% of the Fracture Indemnity Sum

**The Insurer will pay for the complete dislocation:**

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

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**B. The Insurer will pay for the severance of tendon or tendons:**

Heel (Achilles) .....	22% of the Fracture Indemnity Sum
Ankle .....	20% of the Fracture Indemnity Sum
Foot (not toes) .....	17% of the Fracture Indemnity Sum
Elbow .....	17% of the Fracture Indemnity Sum
Wrist .....	12% of the Fracture Indemnity Sum
Hand (including fingers) .....	12% of the Fracture Indemnity Sum

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**C. The Insurer will pay in the event of:**

Rupture of kidney (operative) .....	27% of the Fracture Indemnity Sum
Rupture of liver .....	27% of the Fracture Indemnity Sum
Rupture of spleen .....	27% of the Fracture Indemnity Sum
Puncture of lung – with open surgery .....	23% of the Fracture Indemnity Sum
Burns – requiring one or more skin grafts .....	22% of the Fracture Indemnity Sum
Knee – injured and requiring surgery .....	22% of the Fracture Indemnity Sum
(when there is no fracture or dislocation)	
Bone operation – injured portion removed .....	20% of the Fracture Indemnity Sum

## A D &amp; D Coverage Specifications – cont'd.

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**III SUPPLEMENTARY BENEFITS**

If the injury shall result in a payment being made by the Insurer under the SCHEDULE OF SPECIFIC LOSS INDEMNITY or the SCHEDULE OF SPECIFIC FRACTURE, DISLOCATION, TENDON SEVERANCE AND MISCELLANEOUS INDEMNITY, the Insurer will pay in addition:

**A DENTAL ACCIDENT REIMBURSEMENT**

The reasonable expenses incurred within 52 weeks of a covered accident to treat, repair or rebuild teeth damaged in the covered accident, excluding any expenses any treatment, repair or rebuild provided solely for cosmetic or aesthetic reasons. Such expenses will be subject to limit shown on the Declarations.

**B. DENTURES, REMOVEABLE TEETH, HEARING AIDS, EYEGLOSS AND CONTACT LENSES**

The reasonable expenses incurred within 60 days of a covered accident to replace dentures, removable teeth, hearing aids, eyeglasses or contact lenses damaged as a result of a covered accident, subject to the limit shown on Declarations.

**C. EMERGENCY TRANSPORTATION**

The reasonable expenses incurred for transportation, other than by a licensed ambulance service, of the Insured Person to a doctor's office or the nearest hospital, subject to the limit shown on the Declarations.

**D. FAMILY TRANSPORTATION**

The reasonable expenses incurred by the immediate family for transportation by the most direct route by a licensed common carrier to attend to the Insured Person within 365 days of the date of the accident where the attending physician recommends the personal attendance by a member of the immediate family. Such expenses will be subject to the limit shown on the Declarations. A member of the immediate family will mean the spouse, parents, grandparents, children age 18 or over, brothers, sisters of the Insured Person.

**E. MEDICAL EXPENSE REIMBURSEMENT**

The reasonable medical expenses incurred by an Insured Person as a result of a covered accident within 52 weeks of the date of the accident for:

- (i) Licensed ambulance services
- (ii) Crutches, splints, orthotic devices, trusses, medical braces, rental of wheelchair, hospital bed, lifts or other medical devices recommended by the attending physician, excluding splints, orthotic devices and medial braces required primarily for sports activities.

## A D &amp; D Coverage Specifications – cont'd.

- (iii) Prescription drugs
- (iv) Hospital services not covered by any federal, provincial government or private health care plan.
- (v) Medical services incurred outside the province of residence for injuries sustained in a covered accident that occurs outside the province where the Insured Person is normally domiciled, but in no event for any expenses incurred outside of Canada.

The maximum amount payable under this section is subject to the limit shown on the Declarations.

**F. PROSTHETIC APPLIANCES**

The reasonable expense actually incurred up to the limit shown on the Declarations for a hearing aid, artificial limb or eye or any other prosthetic appliance prescribed by a legally qualified physician or surgeon and required as a result of such injury within one year of the date of the accident.

**G. REHABILITATION**

The reasonable and necessary expenses actually incurred up to the limit shown on the Declarations for special training of the Insured Person provided

- (i) such training is required because of such injury and in order for the Insured Person to be qualified to engage in an occupation in which he would not have been engaged except for such injury;
- (ii) expenses are incurred within two years from the date of the accident;
- (iii) no payment will be made for room or board or other ordinary living, travelling or clothing expenses.

**H. REPATRIATION**

The expenses incurred for preparing the deceased for burial and shipment of the body to the residence of the deceased where the injuries covered by this policy result in loss of life of an Insured Person beyond 200 kilometres from their permanent city of residence, and within 365 days from the date of the accident, subject to the limit shown on the Declarations.

**I. TUITION BENEFIT**

The expenses incurred within six (6) months of the date of accident for tutorial services of a qualified teacher certified by the Provincial Ministry of Education at a rate not to exceed \$25.00 per hour, as well as reasonable expenses for the rental of necessary equipment and program software are required and approved by the Board of Education

in the jurisdiction in which the Insured Person is enrolled in studies. All benefits under this section are subject to an aggregate limit as shown on the Declarations.

## A D &amp; D   C o v e r a g e   S p e c i f i c a t i o n s   - c o n t ' d .

**IV WEEKLY INCOME - TOTAL DISABILITY - ACCIDENT**

The Insurer hereby agrees to pay the benefit hereinafter described for loss resulting directly and independently of all other causes from bodily injuries sustained by an Insured Person in a covered accident, while this Policy is in force (hereinafter referred to as "such injuries") as follows:

a) If "such injuries" shall within sixty days from date of accident totally and continuously disable the Insured Person and prevent the Insured Person from performing any and every duty pertaining to the Insured Person's occupation or employment with the Insured the Insurer will pay from the first day of disability following the Waiting Period of 30 days for the period of such continuous total disability but not exceeding 104 (one hundred and four) weeks, Weekly Income at the rate specified in the Declarations.

For any period of total disability involving part of a week the Insurer will pay one seventh of the Weekly Income benefit specified in the Schedule for each day of such part of a week.

**SPECIAL EXCLUSION:** No benefit shall be payable under this Section IV unless the Insured Person shall be attended by a legally qualified physician or surgeon.

**The description of coverage contained herein is not complete, and reference must be made to the actual terms and conditions of the applicable policy forms.**

## Claims Handling Procedures

### **ATHLETIC ACCIDENT CLAIMS**

- a. In the unfortunate event of a serious injury please notify Triathlon Ontario immediately
- b. In the event of a Statement of Claim, please forward directly to:

**TRIATHLON ONTARIO**  
**2-2015 Pan Am Boulevard**  
**Milton, ON L9T 8Y9**  
**Email: [info@triathlonontario.com](mailto:info@triathlonontario.com)**  
**Phone: 416- 426-7025**

## Requests for Certificates of Insurance

Member clubs frequently require the addition of municipalities, sponsors, landowners, etc., as additional insured. To facilitate these requests, the event must first be sanctioned through Triathlon Ontario. Triathlon Ontario will provide a **Request for Certificate of Insurance Form** to be completed by the member club. Please allow sufficient time prior to the date of the event for issuance.

Completed requests should be directed to: **TRIATHLON ONTARIO**  
[info@triathlonontario.com](mailto:info@triathlonontario.com)

The Request for Certificate will be submitted to your insurance broker to issue the certificate.