



## **RISK MANAGEMENT AND INSURANCE**

### **Introduction**

In every walk of life accidents happen, no matter how careful we are. We attempt to manage our affairs to reduce the risk of accidents and to mitigate their effect when they do happen. Those involved in sport, whether as club administrators, coaches, officials, volunteers or participants need to be aware of the risks their sport can present and how best to manage those risks, including the risk of being sued by anyone who claims that, directly or indirectly, their actions caused that person injury or damage. Even if eventually found to be blameless, litigation expenses could severely strain a member's resources.

A valuable service provided by RCA to its members is liability insurance coverage for certain activities associated with rowing. Liability insurance will defend you and pay for damages that may be awarded against you. In short, insurance gives you peace of mind. It protects all members of the association as well as volunteers who might otherwise hesitate to offer their services from concern about their possible personal liability.

In addition, RCA provides accident coverage that pays defined amounts to any member who has suffered a serious injury as a result of an accident arising out of participation in our sport.

Insurance can be a confusing area for people. This Guide explains the nature of the coverage provided to members by RCA's insurance policies and addresses some frequently asked questions. It also identifies some of the steps that members can take to minimize the risk of a legal suit. This Guide is set out under the following headings:

1. Disclaimer
2. Risk Management
3. General Liability Insurance
4. Insurance certificate requests
5. Accident Policy
6. Property insurance
7. Frequently asked questions
8. Appendices:
  - a. Sample Liability Waiver and Assumption of Risk
  - b. Valuable extensions to the General Liability Insurance policy
  - c. Certain benefits payable under Sport Accident coverage

What to do when an incident gives rise to the possibility of an insurance claim, or when a claim is received, is dealt with in a separate guideline - "Insurance Claims".

When there is an incident involving personal injury or property damage it is important to report the facts to the RCA office as quickly as possible. Do not try to assess the likelihood of a claim or discount the possibility of a claim because the injury appears slight or because you believe that the fault clearly lies with the person injured. To protect your interests and the interests of our insurers, err on the side of caution and report the incident if there is the remotest chance of a claim.

## **Disclaimer**

The description of coverage contained herein is a summary and is not a substitute for the actual terms and conditions laid out in the policies. Any club or member requiring a copy of the insurance policies referred to in this guide should apply to the RCA office.

## **Risk Management**

### ***Clubs***

The administrators and coaching staff of a rowing club are responsible for taking reasonable steps to protect the safety of participants in club rowing activities, particularly minors. Accordingly, clubs should have safety procedures in force, in accordance with the RCA Safety Guideline, designed to control identified risks as much as is practicable, to avoid accidents and to address emergencies when they occur.

However, all risk cannot be eliminated. One way of reducing a club's exposure to liability is to require everyone participating in rowing programs or using club equipment or facilities to sign a **Liability Waiver** which may include an express **Assumption of Risk**. These forms are often presented in a single document.

An **Assumption of Risk** allows for "informed consent" by the participant and confirms that he or she has accepted the normal and incidental risks associated with the named activity. It is an effective way to establish and record that:

- the club has acted with due diligence in informing the participant of the potential risks to which the member may be exposed while participating in rowing activities;
- the participant has assumed those risks; and
- the participant has been clearly advised that the club does not assume any responsibility for the normal risks, dangers and hazards associated with rowing activities.

The **Liability Waiver** is, in general, formal confirmation that the participant who signs this contract will not seek to sue the club or RCA for any loss or damage suffered by the participant as a result of participation in club or rowing activities. A

Liability Waiver is a contract and the scope of every such contract needs to be defined (precisely who is released, what conduct is excused, what activities are covered).

Signing the Liability Waiver and an Assumption of Risk should not be treated as a mere formality and members should not be rushed into signing it. If possible the form should be circulated in advance. Members and participants should be asked to read it carefully, be sure they understand it and to sign it only if they accept its terms in the presence of a club official. The club must keep the form in a safe place. If the member asks what the document means club officials should state only that it means exactly what it says. It is a formal legal document, in which the member, in return for being allowed to participate, is being asked to give up certain rights, including the right to sue, should the member be injured, killed or suffer loss during the activity. Do not attempt to explain or interpret the form any further.

A *sample Liability Waiver and Assumption of Risk* form can be found in Appendix A at the end of this Guide. *This form is not appropriate in every situation.* It may need to be adapted for specific circumstances, e.g., for adaptive rowers. In the case of minors (whether under 18 or under 19) the parent or legal guardian should sign the form as well. Clubs should recognize that a waiver received from a minor is unlikely to be enforceable in the courts but it may serve to discourage claims. Whether any waiver is effective to avoid liability is a matter for a judge to determine during the course of the trial. Critical factors in this determination include the actual content and scope of the waiver, how and when it was presented and how it was signed. The courts tend to treat these documents very restrictively and there are many ways in which they can be attacked. Also, the laws and practice regarding waivers vary from province to province. Clubs are advised, therefore, to seek their own legal advice when considering the use of such a form.

When a rowing participant is not registered with RCA, for example because someone is trying out the sport with one excursion on the water or a non-RCA member is invited into a boat as part of a publicity or promotional event, a club can require a participant to be registered with RCA in order to obtain insurance coverage or can make it optional. If the participant declines the insurance coverage obtained through membership of RCA it might be prudent, in addition to signing a waiver, to have the participant sign a separate form as follows:

"I acknowledge that I am participating in a (try-out session, publicity session) and have declined registration as a member of Rowing Canada Aviron and I recognize, therefore, that I am not covered by Rowing Canada Aviron's liability and accident insurance policies."

### **Members**

Members of the club should familiarize themselves with the club's safety rules particularly any that deal with traffic patterns on the water designed to prevent collisions, and actions in the case of an emergency.

### ***Directors and officers***

To minimize the risks of legal suit arising from wrongful acts, errors or omissions directors and officers, in their administration of the club and its activities, should adhere to the club's constitution and by-laws and should establish appropriate policies for the safe and efficient conduct of the club's activities and should monitor adherence to them. When matters arise that have legal implications, such as harassment issues or the dismissal of an employee they should obtain appropriate expert advice, legal or otherwise.

## **General Liability Insurance**

### ***Introduction***

The first thing to understand about the General Liability Policy is the nature of the coverage that it provides. It protects members, employees and volunteers who may become legally obligated to pay compensatory damages in a civil action because they caused bodily injury or property damage to someone else or to someone else's property through their actions. For example, if an RCA club member accidentally injured someone when rowing at his or her club (e.g., colliding with a swimmer, hitting a bystander with an oar) or caused property damage (e.g., colliding with a moored sailing boat) and was sued for negligence, he or she has insurance protection. Likewise the members of a club's board and club officials have protection if accused of negligence resulting in someone suffering bodily injury or in property damage during sanctioned rowing activities or during a regatta that the club hosted. The amount of coverage is \$10 million with a \$500 deductible. This consists of a primary insurance policy for \$5 million per occurrence with an excess policy of \$5 million per occurrence / aggregate.

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

The coverage extends to RCA and its member clubs as well as to "any registered participant, official, coach, employee, volunteer or member or probationary member" of RCA and its registered Rowing Clubs or any Provincial Rowing Association. Those acting as officials or coaches, whether in a volunteer or employee capacity, and other volunteers and employees are covered within the scope of the duties assigned to them.

Under the liability policy a "member" is defined as a group or person who has fully paid all dues and fees and is in good standing with all the requirements of RCA.

It should be noted that employees, casual employees and volunteers are not covered with respect to bodily or personal injury to a co-employee or volunteer.

Coverage does not extend to those that you contract to provide services.

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

The insurance coverage applies only to events sanctioned by Rowing Canada Aviron, including related training at sites of events, at sites of training camps and at club premises.

Sanctioned events include:

- Regattas sanctioned by RCA either directly or through a Provincial Rowing Association in accordance with RCA's Constitution;
- Regattas in the USA that are registered with the US Rowing Association, as approved by the Board of Directors in December 2005;
- Rowing programs and activities identified in RCA's Registration Policies. These include learn to row, recreational, training and competitive rowing programs;
- Activities which, for greater certainty, were specifically authorized by the Board of Directors on March 9, 1996, namely ergometer competitions, fixed seat rowing and rowing touring;
- Social events and fund-raising activities.

Foreign regattas, other than regattas in the USA registered with the US Rowing Association, are not sanctioned by RCA and therefore RCA's insurance coverage does not apply. However, if members who plan to officiate or compete at such events wish to have coverage under RCA's general liability policy they must first notify the Executive Director who will indicate whether RCA will provide sanction to attend and thereby liability insurance coverage.

In regard to rowing touring, it should be noted that incidental activities not associated with rowing, such as hiking and camping, are not covered by RCA's insurance and participants in such activities should make other arrangements.

Social events and fund-raising activities are such activities as bingo and casino operations, Monte Carlo nights and Theatre nights. It does not include activities that involve another sport such as cycling or car rallies. If alcoholic drinks are to be served, however, it is necessary to inform the RCA office so that our insurer can be advised. Coverage for such an event is on a case by case basis and may involve an additional premium.

### ***Directors & Officers Wrongful Acts, Errors & Omissions***

This coverage applies to Directors and Officers of member clubs and associations, for sums that they become legally obligated to pay in a civil action as compensatory damages because of a wrongful act arising out of the conduct of the club or association's operation. Please note that human rights actions are not covered as these are not included in the definition of a "civil" action.

### ***Other features***

There are extensions to this insurance that are briefly described in Appendix B.

### **Insurance Certificate Requests**

From time to time a club may require a certificate of insurance in connection with its operations or some specific event that it is organizing. This would occur when the club is conducting an event on another organization's property (i.e. an erg

display in a local mall). In these instances, the following procedure should be followed:

1. The club should forward its request to the RCA office in Victoria at [rca@rowingcanada.org](mailto:rca@rowingcanada.org) (requests should not be sent directly to RCA's insurance broker) with the following details:
  - Club name
  - Details of the event, including date, place and nature of event
  - Name of parties wishing to be named as additional insured
  - Any special wording required
  - The address of the person to whom the certificate should be sent.
2. If the request is simply for a certificate covering the normal operations of the club at its usual site, the RCA office will forward the request to our broker, Pearson Dunn Insurance with the details set out in 1 above.
3. If the request is for any other sort of event, the RCA office will evaluate the request to confirm that:
  - The event is appropriately sanctioned;
  - Appropriate actions are taken concerning non club member participants (i.e. waiver forms);
  - Appropriate actions are being taken regarding safety and medical facilities (if not addressed as part of a formal sanctioning procedure).

After considering these matters, the RCA office will forward the request to Pearson Dunn Insurance for processing.

### ***High schools***

RCA has arranged liability coverage for schools that do not have a rowing program but some of whose students are members of a rowing club and would like to represent their school at rowing regattas that feature events restricted to high schools entries. If the school gives its permission subject to liability insurance coverage, the rowing club concerned should contact the RCA office to arrange to have the school added as an insured for that event. This can be done, provided that the high school group has registered the participants as members of RCA.

### **Accident Policy**

The Accident Policy provides coverage for injury sustained in:

- competition; or
- training for competition; or
- being transported in a group of three or more members to or from the place of training or competition.

This provides coverage to members who are rowers, coaches, managers and officials. Volunteers are NOT covered under this policy.

The accident policy reimburses medical expenses up to \$15,000 and provides monetary benefits for accidental death or certain serious, defined injuries such as the loss of a limb or eye, paralysis or an injury that prevents a person from pursuing his or her occupation or employment for a period of twelve months or more. The amounts payable for any one incident range from \$2,000 to a maximum of \$50,000. Some additional details are set out in Appendix C.

Note that the policy:

- is limited to Canada and does not apply outside Canada.
- provides very limited coverage for loss of wages;
- is secondary to any existing medical plan; and
- provides no payment for benefits that are available under any government health plan, whether the member is enrolled in such a plan or not.

Members competing, coaching or officiating at events outside Canada are advised to obtain their own out of country emergency medical insurance. Such coverage is available through our insurance brokers, Pearson Dunn Insurance, who can be contacted directly (1 800 461 5087).

#### ***Boat Pool Coverage:***

The general liability policy now contains liability coverage for boat rental pools situations at international events of RCA held within Canada. This coverage change has been made to assist in scenarios where boats must be made available in order to allow the attendance of international competitors without them incurring the cost of transporting their boats to Canada.

Property coverage for boat pool scenarios as shown above may be available on a case-by-case basis. Details of the boats being used within the pool are required by the broker, Pearson Dunn Insurance prior to being able to secure a quotation/coverage. An additional premium will apply for this coverage.

#### **Property insurance**

RCA does not provide coverage for rowing equipment or other property. RCA looked into the possibility of having an equipment insurance policy that all clubs could subscribe to. It discovered that it would be far better for clubs to arrange their own insurance locally, as they could probably get cheaper rates and it would make management of the coverage (boats bought and sold) and handling of any claims much easier and quicker. Clubs should consult other clubs in their region to find the best coverage both in terms of premium and extent of coverage. Insurance can be arranged directly with some companies, through brokers for others.



## Frequently asked questions

### **RCA's Sport Accident Policy:**

This policy is available to respond to your member who is injured during rowing i.e. a participant, a coach. The purpose of the policy is to reimburse those who have had out of pocket medical expenses due to an injury sustained during rowing. The policy is a secondary response policy thus the person would first go through their provincial medical plan, then any personal medical benefits coverage and then to the sport accident policy for reimbursement of expenses. The sport accident policy does have an aggregate. The typical claim that we see under the sport accident policy are in the range of hundreds to thousands of dollars.

It would take a very significant event for the aggregate to be exhausted under the sport accident policy. For such a significant event it would be possible if not probable that the injured party would also sue the club/Rowing Canada Aviron for negligence causing bodily injury.

### **Commercial General Liability**

A commercial general liability policy responds in the event someone is sued for negligence causing bodily injury. If a club were sued this is the policy that would come into play. RCA has two liability policies. The primary policy (the first one to respond) has a \$5,000,000 per occurrence limit for commercial general liability. The only aggregate on it pertains to products & completed operations (producing/selling a product or service & resultant injury). There is also an excess liability policy that could be accessed if the primary \$5,000,000 was not enough. The excess policy is \$5,000,000 aggregate.

Thus, you might see a situation where the initial response to an incident is through the sport accident but then an additional response would be required through the liability policy as the injured party sues the club.

#### **1. Do RCA's insurance policies apply in Québec in light of the Civil Code in that province?**

Yes.

#### **2. Parents or friends of rowers who are not RCA members may volunteer to help in running a regatta in ways such as driving motorboats, doing chores on-site or being stake boat holders. Are such volunteers covered by RCA's insurance policies even if not registered with RCA?**

All employees and volunteers are covered under the General Liability Policy within the scope of their assigned duties provided that the event is sanctioned by RCA (including events sanctioned by a Provincial Rowing Association on behalf of RCA). They do not have to be registered with RCA. However, they are not covered by the Accident Policy.



**3. Does this mean that a registered volunteer is not covered if they sustain an injury?**

Yes. A volunteer is not covered under the accident policy, only the liability policy.

**4. If cash or equipment was stolen from a club would that be covered by RCA's insurance?**

No. Each Club should investigate property coverage on its own.

**5. What if a visiting club's equipment was stolen during a regatta?**

This would have to be covered by the visiting club's own insurance. However, if the host club was sued for damages for failing to provide adequate security for the visiting club's equipment it does have insurance against such a possible liability.

**6. Does coverage include the cost of legal fees?**

Yes. The insurance company will pay for all expenses they incur for any claim they defend on your behalf. This includes legal fees. Any payments the insurance company has to make for defense costs will not affect your insurance policy limit.

**7. Do Directors and Officers Liability Insurance cover things like Human Rights complaints or mediations/arbitrations?**

No. It is important that PSO's and Clubs are aware that coverage is limited to civil actions (statement of claim) where compensatory damages are being sought and does not extend to other types of circumstances such as tribunals, mediation or arbitration sessions. RCA however, has negotiated with Pearson Dunn Insurance, optional coverage for Clubs that provides coverage for legal costs related to tribunals, mediation or arbitration type situations. This coverage is \$40 per club or association and may be purchased directly from our insurer.

**8. What are the policy limits?**

General liability - \$10 million. Directors and Officers insurance - \$5 million. In both cases there is a deductible of \$500.

Accident - varying amounts depending on the extent of the injury. The maximum is \$50,000 for the most serious injuries.

**9. Does a coach have to be registered with RCA to be covered?**

Coaches are covered, in the same manner as a volunteer. To be certain that Coaches are adequately protected, they should be registered with RCA.

**10. What does it mean when the insurance information on the web site says: “It should be noted that employees, casual employees and volunteers are not covered with respect to bodily or personal injury to a co-employee or volunteer”?**

Volunteers and employees are covered with respect to claims that they caused harm or injury to others. There is a restriction in their coverage in that they are not covered for harm caused to fellow employees or volunteers. We have tried to get this restriction removed in the past without success.

**11. Are members who participate in adaptive rowing programs covered?**

Yes. There are additional safety issues that any club that has an adaptive rowing program needs to address. In addition to the Safety Guideline on the RCA web site the Adaptive Rowing Committee has produced a manual that is also available on the web site that contains information on safety issues for adaptive rowers.

**12. Am I covered when I am rowing up at my cottage?**

No. Coverage only applies to sanctioned or approved activities at sites of events, training camps and club premises.

**13. Are members covered when they row in an unsanctioned regatta?**

No. RCA’s coverage only applies in the case of regattas sanctioned by RCA or by a Provincial Rowing Association in accordance with the RCA constitution.

**14. What about members competing at the Head of the Charles in the USA- are they covered?**

Yes. Rowers competing in the USA at a regatta that is registered with the USRA are covered. However, those attending unregistered regattas in the USA or regattas in other countries must obtain sanction from the RCA Executive Director if they wish their attendance to be sanctioned so that the liability insurance applies.

**15. Does RCA’s accident policy provide coverage for an employee injured on the job?**

No, the Accident Policy provides coverage for injury sustained in competition or in training for competition or being transported in a group of three or more members to or from the place of training or competition. It applies to

members who are rowers, coaches, managers and officials. It does not provide compensation to an employee who is injured on the job or who develops a disability that prevents him or her from working. Employers should address this need as part of a benefits package for employees.

**16. What about people who come to the club just to try out rowing, are they covered?**

Participants for the day (e.g. try out sessions for people interested in trying out rowing or a person entering a boat as part of a promotional or media event) do not have to be registered with RCA and would not be covered by RCA's insurance policy. The club, its directors and members would be covered. This means that a try out participant who caused harm to someone and was sued as a result would have to look to his or her own coverage, such as might be provided under a homeowner policy. A club can require a participant to be registered with RCA in order to obtain insurance coverage if it wishes or it can make it optional. If the participant declines the insurance coverage obtained through membership of RCA it might be prudent to have the participant sign a separate form as follows:

"I acknowledge that I am participating in a try-out session and have declined registration as a member of Rowing Canada Aviron and therefore not covered by the Rowing Canada Aviron's liability insurance policy."

**17. If a club held a one week "multi-sport" camp for youth that included activities considered non-rowing or rowing-related (ie. Swimming, beach games) would RCA's insurance apply?**

RCA's policies would not apply with respect to non-rowing activities such as swimming and beach games as these are not approved activities. For that part of the program neither the participants nor the directors, members or club would be covered. Coverage is limited to those activities defined as "rowing or rowing-related". If an activity is considered directly related to rowing (example a swim test for safety/screening purposes), this would be an approved activity. Clubs may speak to RCA's insurer about purchasing additional insurance to extend their coverage for these types of multi- sport activities.

**18. We are planning to have a winter training camp in Florida during the winter. Do we have to notify RCA to obtain liability insurance coverage?**

No, such training camps are a sanctioned activity and are therefore covered by our liability insurance. Remember, however, the need to arrange for Outside Canada Emergency Medical coverage.

**19. Are competitors at a Canadian regatta from other countries covered by RCA's insurance policies?**

No. They are not members of RCA.

**20. If a Canadian umpire officiates at a regatta outside Canada are they covered by RCA's liability insurance?**

Yes, if it is a FISA sanctioned regatta or a regatta in the USA registered with the US Rowing Association. In other cases officials should apply to the RCA Executive Director if they wish their attendance to be sanctioned so that the liability insurance applies.

**21. If umpires from the USA officiate at an RCA sanctioned regatta are, they covered by RCA's liability insurance?**

Although U.S. Officials are not members of Rowing Canada Aviron, they would be covered under RCA's liability policy when officiating at a RCA sanctioned event if they are volunteers.

**22. If a Canadian Licensed umpire is not a member of a club and not registered with RCA is he or she covered by the RCA liability policy?**

Under RCA's constitution a Canadian umpire has to be a member of RCA to officiate at a sanctioned event.

## Appendix “A”

### Sample Liability Waiver and Assumption of Risk form.

**This form is a sample only. Clubs need to decide whether they wish to utilize such a form in their particular environment and, if they do, precisely who should be required to sign such a form, what activities should be covered, who should be identified as released and what conduct should be excused. The courts tend to treat these documents very restrictively and there are many ways in which they can be attacked. Also, the laws and practice regarding waivers vary from province to province. Clubs are advised, therefore, to seek their own legal advice when considering the use of such a form.**

### Liability Waiver and Assumption of Risk

I, \_\_\_\_\_, understand and hereby agree that rowing and sculling include activities both on land and on the water (all of which are the “Rowing Activities”) that involve certain risks and dangers incidental thereto. Rowers do not face the direction in which they are rowing in boats that, to a greater or lesser extent, are unstable and not designed to handle rough water conditions. Risks include, but are not limited to, injury from collision with another vessel or stationary objects and from the malfunctioning of equipment and injury or drowning as a result of capsizing or being swamped by waves from passing vessels or adverse weather. Such risks are increased when the air or water temperature is low creating the risk of hypothermia. I also understand that the physical exertion of rowing, including carrying boats in and out of the water, can result in injury or death. I further agree and acknowledge that:

- I have read the safety check list posted in the boathouse and assume responsibility for examining such list for any changes or additions;
- I am responsible for being medically fit to engage in the activity of rowing and I confirm that I can swim and that am in good health and do not suffer from a heart condition or other ailment that could be exacerbated by the exertion involved in rowing;
- I agree to be bound by rules established by the club and/or Rowing Canada Aviron (RCA)

In spite of and fully understanding such risks and other risks not expressly stated I wish to participate in the Rowing Activities at the \_\_\_\_\_ Rowing Club (“the club”) and hereby assume all the risks of doing so.

In consideration of the club and RCA agreeing to allow me to participate in the Rowing Activities accompanied or unaccompanied (meaning with or without a safety/coach boat), using the club’s or private equipment, and permitting my use of club facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree to not hold the club, its Directors, officers, employees, agents, coaches, instructors, independent

contractors, subcontractors and representatives, or those of RCA (all of whom are herein after referred to as the "Releasees") liable for my personal injury, death and/or property loss, and;

TO WAIVE ANY AND ALL CLAIMS THAT I HAVE OR MAY HAVE IN THE FUTURE AGAINST THE RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in the Rowing Activities, on land or on water, due to any cause whatsoever, including **NEGLIGENCE**, BREACH OF CONTRACT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES AND FURTHER, INCLUDING FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD AND PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ROWING ACTIVITIES REFERRED TO ABOVE.

I agree to hold harmless and to indemnify the Releasees from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Rowing Activities. I agree that this agreement shall be binding upon my heirs, next of kin, executors, administrators and assigns in the event of my death. In entering into this agreement I am not relying on any oral or written representation or statements made by the Releasees with respect to the safety of the Rowing Activities other than as set forth in this agreement.

**I have read and understood this agreement and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators and assigns may have against the Releasees.**

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Member's Name: \_\_\_\_\_ (please print)

Witness's Name: \_\_\_\_\_ (please print)

Member's signature: \_\_\_\_\_

Witness's signature: \_\_\_\_\_

Signature of Parent/Guardian if Participant is less than 18 [or 19] years old:

\_\_\_\_\_

## Appendix “B”

Valuable extensions to the General Liability Insurance policy

**Voluntary Medical Payments** - Reimburses others (third party) for their medical expenses if they are injured as a result of your activities up to \$10,000.

**Blanket Tenant’s Legal Liability** - Provides coverage for your legal responsibility for damage to premises that you rent in the course of your activities up to \$2,000,000.

**Non-Owned Automobile Coverage** - Protection against legal liability arising from an auto accident when someone is driving their own vehicle on the insured’s behalf.

**Personal Injury** - Coverage against claims for libel and slander.

**Advertiser’s Liability** - Protects you against legal liability arising out of oral or written publication of materials that slanders or libels a person / organization or violates a person’s right to privacy.

**Incidental Medical Malpractice** - Protection for rendering first aid to an injured person by a non- medical professional in the course of your activities.

**Employer’s Liability** - To protect the insured against the possibility of an employee suing for injury suffered in the course of their employment.

**Blanket Contractual** - This provides coverage for the insured when he/she signs a contract which stipulates the legal responsibility of the insured.

**Premises, Property and Operations** - This provides coverage for the insured who is responsible in the scope of their operations for premises and property to which they have control over. It also includes coverage for their own operations (activities).

**Participant Liability Coverage** - Legal liability protection for your organization for bodily injuries suffered by participants in your sponsored recreational and sports activities.



## **Appendix “C”**

### **Certain Benefits Payable under Sport Accident Coverage**

Blanket accident reimbursement - up to \$15,000

For cost of prescription drugs, ambulance, physiotherapy (when prescribed by physician), crutches, splints, medical braces, trusses incurred within 52 weeks of the accident.

Dental - Up to \$10,000

For dental treatments resulting from injury to whole and sound natural teeth and received within 52 weeks of the accident.

Principal sum benefits - up to \$50,000

In the event of Loss of Use of Hands, Arms, or Legs: Quadriplegia, Paraplegia, Hemiplegia, Loss of Speech and Hearing or Dismemberment occurring within 52 weeks of the accident (benefit as scheduled in the policy).

Accidental death - \$10,000

In the event of accidental death occurring within 52 weeks of the accident.

### **Other Benefits**

- Fracture Indemnity Benefit - up to \$1,000 for fracture of bone or bones.
- Rehabilitation Indemnity Benefit - up to \$3,000 for special occupational training required due to an accident.
- Tuition Fees Reimbursement - up to \$2,000 for tutorial services made necessary by post- accident confinement.
- Emergency Transportation Benefit - up to \$50 for transportation from arena or field to nearest hospital or doctor’s office.
- Eyeglasses and Contact Lenses Expense - up to \$200 for repair or replacement of eyeglasses or contact lenses when damage results from an accident which required the Insured Person to receive treatment by a physician or dentist.