

# Ontario Association of Basketball Officials

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July 31, 2019 – July 31, 2020

## Program Overview

The Insurance Program for **Ontario Association of Basketball Officials** provides General Liability & Accident Coverage for **Registered Members** participating in **\*\*Sanctioned Events\*\***.

**“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 Association of Basketball Officials**.

**“Sanctioned Activities”** shall mean all games, competitions or sports demonstrations run or authorized by the **Ontario Association of Basketball Officials** including;

- Games officiating
- All related practice & training activities
- Clinics and Tournaments for basketball officials
- Provincial and National Tournaments in Canada and the United States of America
- Annual Awards Ceremonies and Wind up Banquets
- Social and fundraising activities

**Sanctioning (Authorization)** must be granted by **Ontario Association of Basketball Officials** by way of written procedural manual or specific agreement in writing by your authorized executive.

## 1. Sports Liability Insurance

LIMIT: \$ 5,000,000 per occurrence  
\$ 1,000,000 Errors & Omissions/Directors & Officers (Wrongful Acts)/per occurrence  
POLICY #: GAME0111  
DEDUCTIBLE: \$500 per occurrence  
TERM: July 31, 2019 to July 31, 2020  
INSURER: **GameDay Insurance Inc. /AVIVA Insurance Company of Canada**

Liability insurance will defend you and pay for damages that may be awarded against you. In short, insurance gives you peace of mind. The policy 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.

### Who Is Insured?

**Registered Members of the Ontario Association of Basketball Officials** are insured under the Liability Insurance Program. This includes all members collectively including directors, officers, officials, & employees while acting within the scope of their duties.

▪ <b>\$5,000,000</b> Commercial General Liability/per occurrence	▪ <b>Worldwide coverage = suits brought in Canada</b>
▪ <b>\$500</b> Deductible	▪ <b>\$5,000,000</b> Incidental Medical Malpractice ▪ <i>(Non-Professionals)</i>
▪ <b>\$5,000,000</b> Participant Liability	▪ <b>\$2,000,000</b> Blanket Broad Form Tenants Legal Liability
▪ <b>\$5,000,000</b> Non-Owned Automobile Liability	▪ <b>\$10,000</b> Voluntary Medical Payments <i>(Third Party)</i>
▪ <b>\$5,000,000</b> Personal Injury/Advertisers Injury Liability	▪ Facility owners, sponsors, government departments, municipalities can be added as Additional Insured's
▪ <b>\$5,000,000</b> Employers Liability	▪ <b>\$1,000,000</b> Errors & Omissions/Directors & Officers(Wrongful Acts)/per occurrence
▪ <b>\$5,000,000</b> Premises, Property and Operations Liability	▪ Host liquor liability for annual awards ceremonies and wind up banquets
▪ <b>\$5,000,000</b> Products & Completed Operations Liability/Aggregate Limit \$5,000,000	▪ Cross Liability Clause Included
	▪ \$25,000 Legal Expense Limit/\$25,000 Annual Aggregate Limit (applicable to OABO only)

## **Description of Liability Coverage**

- **Participant Liability** - in many standard liability insurance policies participants are excluded, but in the broad form coverage with GameDay, this coverage is included.
- **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 Tenants 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** – 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.
- **Personal Injury** - Coverage against libel, slander
- **Advertisers Liability** - Will protect the insured in the course of advertising your goods, products or services
- **Incidental Medical Malpractice** - Protection for rendering first aid to an injured person by a non-medical professional in the course of your activities.
- **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 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)
- **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.
- **\$1,000,000 Errors & Omissions/Directors & Officers (Wrongful Acts)** This is an Errors & Omissions coverage which protects the Association's Directors & Officers, Executives, Employees and 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). Coverage does not contain an EPL extension thus employment related issues such as wrongful dismissal are not covered.
- **Legal Expense Defence Coverage (applicable to OABO only)**  
Provides reimbursement of legal expenses incurred by you in the course of responding to a complaint to the Canadian Human Rights Commission or the provincial or territorial equivalent.

## 2. Sport Accident Insurance

LIMIT: \$50,000 Principal Amount, \$10,000 Dental  
POLICY #: ACCI00275  
TERM: July 31, 2019 to July 31, 2020  
INSURER: **GameDay Insurance Inc./AVIVA Insurance Company of Canada**

### Activities Covered?

Coverage (*within Canada*) for sanctioned or authorized Basketball Officials activities.

### Who Is Insured?

Coverage applies to “Registered Officials” of the **Ontario Association of Basketball Officials**.

### For Each Separate Accident the Plan Pays:

<b>SPORT ACCIDENT</b>		
Sport Accident Coverage Form		
Principal Amount:		\$50,000
Fracture Indemnity Amount: (See Section I and Section II for Amounts Payable)		\$1,000
Dental Accident Reimbursement		\$10,000
Dentures, Removable Teeth, Hearing Aids, Eyeglass and Contact Lenses		\$200
Emergency Transportation – any one Insured Person		\$50
Family Transportation – any one Insured Person		\$2,500
Medical Expense Reimbursement - any one Insured Person		\$15,000
Prosthetic Appliances - any one Insured Person		\$3,000
Rehabilitation - any one Insured Person		\$3,000
Repatriation - any one Insured Person		\$5,000
Tuition Benefit - any one Insured Person		\$2,000
Aggregate Limit Payable for any one Accident		\$1,000,000
Weekly Income – Waiting Period – 30 days		\$100

## Program Overview

### Sport Accident Insurance

#### **Who is Insured?**

All participants, managers, coaches, officials and trainers.

#### **What are we covered for?**

The **Accident Policy** provides coverage for accidental bodily injury or death sustained by an Insured due to external violent, sudden, fortuitous causes beyond the Insured's control, occurring **in Canada** while this insurance is in force. The **Accident Policy** pays for medical bills on behalf of injured participants. This policy assures that your participants and volunteers will receive the type of medical treatment that they deserve. Also, the threat of a lawsuit is minimized as the injured participants medical bills are taken care of by the Accident Policy. This coverage is secondary to any other health care plan(s). Expenses eligible under any other healthcare plan(s) must be submitted to that plan(s). Your **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. You must have required and received medical /dental treatment commencing within **30 days** of the accident. Insurance provider must receive notice of your accident within **30 days** of the accident date and claim documentation within **90 days** from the date of accident.

The **Accident Policy** provides benefits as per the **Benefit Schedule**, while an insured member is;

- a) participating as a player member, manager or coach of the Named Insured in practice or competition which is organized under the supervision and direction of the Named Insured; or
- b) being transported with other player members of the Named Insured as a group to or from the place of such practice or game; all under the supervision and direction of the Named Insured.

## **BENEFITS**

### **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
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
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
<b>B. The Insurer will pay for the severance of tendon or tendons:</b>	
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
<b>C. The Insurer will pay in the event of:</b>	
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 (when there is no fracture or dislocation)	22% of the Fracture Indemnity Sum
Bone operation – injured portion removed	20% of the Fracture Indemnity Sum

### 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, EYEGLASS 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.

- (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.

#### **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.*

*Underwritten by GameDay Insurance Inc/AVIVA Insurance Company of Canada*

### 3. Excess Travel Medical Insurance

LIMIT: \$2,000,000 Accident/Sickness Medical Expense  
DEDUCTIBLE: N/A  
POLICY #: TRI001-00276  
EFFECTIVE: July 31, 2019 to July 31, 2020  
INSURER: **GameDay Insurance Inc. /AVIVA Insurance Company of Canada**

**Travel Accident/Sickness Insurance** is provided to members who have sustained an injury or require medical attention due to illness while travelling outside of Canada to participate in GO sanctioned or authorized gymnastic activities. This coverage is **secondary** to any other health care plan(s).

<b>\$2,000,000</b> Excess Travel Medical Insurance
<b>\$5,000</b> Dental Accident
<b>\$300</b> Out-of-Pocket Expenses
Trip Interruption/ One Way Economy Class
<b>\$3,000</b> Repatriation Expense
<b>\$2,000,000</b> Aggregate Expenses Payable for any one Accident

#### Excess Travel Medical/Hospital Expense-Accident & Sickness

When as a result of an injury or sickness the Insured requires necessary services of a physician, registered nurse, physiotherapist, hospital, x-ray clinic, laboratory, ambulance or emergency medical return to the outbound point of departure, the Insurer will pay the actual expenses incurred not to exceed the maximum sum stated on the individual certificate. Hospital services shall include all necessary services provided normally by a duly registered and licensed hospital excluding services of a nursing home, rest home or by other non-hospital institutions. Coverage is provided only for expenses incurred by Canadian residents, which are in excess of the benefits available under any Canadian federal or provincial hospital and/or medical plan regardless of whether or not the Insured is enrolled in such a plan.

#### Blanket Dental Accident Reimbursement

When an 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, the insurer shall 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 \$5,000.

The following provisions also apply:

(a) Any payment 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 in which this policy is issued;

(b) Capped or crowned teeth shall be deemed as whole or sound teeth;

(c) No benefit will be payable for expenses 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, any dental treatment provided solely for cosmetic or esthetic reason.

#### **Out of Pocket Expenses**

In the event covered injury or sickness causes an Insured's delay in returning to the point of departure beyond the return date, the Insurer will pay for reasonable out of pocket expenses incurred by the insured up to the per diem amount specified in the individual certificate, not to exceed the maximum applicable benefit for all such expenses.

#### **Trip Interruption**

If, after the outbound departure, the Insured is obliged to leave the tour upon a physician's advice due to covered illness or injury, the Insurer will pay for the cost of one way economy class transportation to rejoin the ongoing tour or to original point of departure.

#### **Repatriation Expense**

In the event of covered death of the insured, occurring after the originating flight date, the Insurer will pay the cost of the actual expense incurred for conveyance of the body and ashes of the insured person to the outbound point of departure, not to exceed the applicable maximum benefit.

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*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.*