

2017 Insurance Program Prepared For:

Badminton Ontario, Districts &
Member Clubs



Term: July 1st, 2017 to July 1st, 2018

PEARSON DUNN

Who is Insured

This Insurance Program provides the following key coverages for Badminton Ontario & Members who have paid the insurance premiums while participating in a **Badminton Ontario "Sanctioned or Approved" Activity**.

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

Operations of the Insured

Sanctioned activities of the Named Insured to support the sport of badminton and pickle ball.

Activities Covered

Activities sanctioned by Badminton Ontario. This shall include games, competitions, and sports demonstrations, including related practices, training and award banquets, authorized by you and run by Badminton Ontario or its members. Authorization (sanctioning) should be granted by Badminton Ontario by way of written procedural manual or specific agreement in writing by your authorized executives.

The Insurance Program consists of the following coverages:

Commercial General Liability Coverage

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

Errors & Omissions/Wrongful Acts

This Coverage protects the insured member including your "executive officers" and "directors", employees and volunteers for consequences of their actions against suits alleging wrongful acts, but only with respect to the conduct of your business. This coverage responds to "civil proceedings" (statement of claim) and does not cover Human Rights or other Tribunal (non-civil proceeding issues). This coverage does not respond to employment related issues such as wrongful dismissal. A broader form of coverage for Directors & Officers can be quoted upon request of the association.

Sport Accident Coverage

This Coverage protects the insured member who sustains an injury while participating in a sanctioned or approved activity. This coverage is applicable in Canada. This coverage is secondary to any other health care plan(s).

Legal Expense

Provides reimbursement of legal expenses incurred by you in the course of a complaint to the Canadian Human Rights Commission or the provincial or territorial equivalent up to the coverage limit. **This coverage is applicable to Badminton Ontario & Districts only.**

Commercial General Liability Insurance

Policy No.	GAME0002
Term:	July 1, 2017 to July 1, 2018
Limit:	\$5,000,000/per occurrence
Deductible:	\$500/per occurrence
Insurer:	GameDay Insurance Inc. underwritten by AVIVA Insurance Company of Canada

Who is insured?

All members who have **paid the insurance premiums** including Executives, Managers, Coaches, Directors, Officers, Officials, Employees, Participants & Volunteers while acting on behalf of the association. The Liability Policy will also include, as additional insured, any government departments, municipalities, sponsors and owners of facilities in whose name you have agreed to provide insurance for their vicarious liability arising out of your operations.

What are we covered for?

Badminton Ontario Sanctioned Activities. This shall include games, competitions, and sports demonstrations, including practices, training and award banquets, authorized by you and run by you or your members. Authorization (sanctioning) should be granted by you by way of written procedural manual or specific agreement in writing

<ul style="list-style-type: none"> ▪ \$5,000,000 Commercial General Liability/per occurrence 	<ul style="list-style-type: none"> ▪ Worldwide coverage = suits brought in Canada and the United States of America (including its territories and possessions).
<ul style="list-style-type: none"> ▪ \$500 Deductible 	<ul style="list-style-type: none"> ▪ Products & Completed Operations Liability/Aggregate Limit \$5,000,000
<ul style="list-style-type: none"> ▪ Participant Liability 	<ul style="list-style-type: none"> ▪ Incidental Medical Malpractice <i>(Non-Professionals)</i>
<ul style="list-style-type: none"> ▪ \$5,000,000 Non-Owned Automobile Liability 	<ul style="list-style-type: none"> ▪ \$2,000,000 Blanket Broad Form Tenants Legal Liability
<ul style="list-style-type: none"> ▪ SEF 94 – Legal Liability for Physical Damage to Non-Owned Automobiles 	<ul style="list-style-type: none"> ▪ \$10,000 Voluntary Medical Payments <i>(Third Party)</i>
<ul style="list-style-type: none"> ▪ SEF 99 – Excluding Long Term Leased Automobiles 	<ul style="list-style-type: none"> ▪ \$2,000,000 Errors & Omissions/Directors & Officers(Wrongful Acts)/per occurrence
<ul style="list-style-type: none"> ▪ OEF 98B – Reducing Coverage for Lessees 	<ul style="list-style-type: none"> ▪ Blanket Contractual
<ul style="list-style-type: none"> ▪ Personal Injury/Advertisers Injury Liability 	<ul style="list-style-type: none"> ▪ Facility Owners, Sponsors, Government Departments, Municipalities as additional insured
<ul style="list-style-type: none"> ▪ Employers Liability 	<ul style="list-style-type: none"> ▪ Liquor Liability for annual awards ceremonies and wind up banquets

Liability Coverage Definitions

Participant Liability - Most General Liability policies include a Sports Participant Liability Exclusion, but in the broad form coverage with Game Day, this coverage is included. This coverage protects the insured from claims arising from "bodily injury" and "property damage" in the event that an injured athletic participant files a lawsuit. This coverage also includes "**Participant to Participant**" Liability (Player versus Player) which protects the participant in the event that one player is sued by another player resulting from an injury.

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

SEF – 94 – Legal Liability for Physical Damage to Non-Owned Automobiles – provides physical damage coverage for vehicles that are rented/hired by the named insured.

Personal Injury - Coverage against libel, slander.

Advertisers Liability - Will protect the insured in the course of advertising your goods, products or services.

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 that is responsible in the scope of their operations against Bodily Injury and Property Damage claims for damages resulting from your negligence associated with owning property and the day-to-day operations necessary to conduct business.

Products and Completed Operations - This is simply a broader form of liability coverage normally associated with manufacturers and business.

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

Occurrence Basis Property Damage - Again, this is just a broader type of coverage. Occurrence happens over a period of time, whereas, an accident wording is sudden and accidental.

Errors & Omissions/Directors & Officers (Wrongful Acts) - This coverage protects your Executive Officers and Directors, Managers, Coaches, Officials, Employees, Participants & Volunteers for consequences of their actions against suits alleging wrongful acts, but only with respect to the conduct of your business. This coverage responds to "civil proceedings" (statement of claim) and does not cover Human Rights or other Tribunal (non-civil proceeding issues).

Sport Accident Coverage – (within Canada)

Policy No.	ACCI0002
Term:	July 1, 2017 to July 1, 2018
Limit:	Various
Deductible:	N/A
Insurer:	GameDay Insurance Inc. underwritten by AVIVA Insurance Company of Canada

Who is an insured?

All **participants, managers, coaches, officials and trainers** who have **paid the insurance premiums**.

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

For Each Separate Accident the Plan Pays:

Sport Accident Coverage Form	Limit
Principal Amount:	\$50,000
Fracture Indemnity Amount:	\$1,000
See Section I and Section II for Amounts Payable	
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

BENEFITS

I. SCHEDULE OF SPECIFIC LOSS INDEMNITY PRINCIPAL SUM - \$50,000

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
FRACTURE INDEMNITY SUM - \$1,000

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. 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
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 (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, 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 physiotherapist, chiropractor, osteopath, registered nurse services, or other similar services approved by the Insurer in writing, and not covered under any federal, provincial government or private health care plan.
- (ii) Licensed ambulance services
- (iii) 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.
- (iv) Prescription drugs not covered by any federal, provincial government or private health care plan.
- (v) Hospital services not covered by any federal, provincial government or private health care plan.
- (vi) 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.

2017-2018 Rating Structure for Badminton Ontario consisting of:		*Competitive Clubs Carded Members Non-Carded Members
		*Recreational Clubs
Coverage	Deductible	Rating Basis
\$5,000,000 Commercial General Liability/per occurrence <ul style="list-style-type: none"> Liability provided to Badminton Ontario & Districts Competitive Clubs under the Badminton Ontario insurance program - all carded & non-carded members <u>must</u> purchase the insurance charged on a per person basis Recreational Clubs - flat rate liability charge per club 	\$500	Carded Rate @ \$3.37/Member Non-carded Rate @ \$1.50/Member Recreational Club Rate @ \$75.00/Per Club
\$2,000,000 Errors & Omissions/Directors & Officers Liability/Per Occurrence <ul style="list-style-type: none"> Applicable to Badminton Ontario, Districts and Competitive Clubs on an 'included basis' Recreational Clubs - applicable to rec clubs who have purchased Commercial General Liability 	\$500	Included for Badminton Ontario, 6 Districts & Competitive Clubs Recreational Clubs – not included Clubs can opt to buy coverage for \$40.00/Per Club
Sport Accident Insurance – Various Limits <ul style="list-style-type: none"> Carded member of Competitive Club – required Non-carded member of Competitive Club – optional buy-in Recreational Club – not available 	N/A	Carded Rate @ \$1.50/Member Non-carded Rate @ \$1.50/Member – optional (must be purchased on a competitive club basis)
\$25,000 Legal Defense Expenses/Per Occurrence \$50,000 Annual Aggregate <ul style="list-style-type: none"> Applicable to Badminton Ontario & 6 Districts <u>only</u> 	\$500	= \$1,125

- Above Rates/Premiums subject to 8% Ontario Sales Tax
- Districts are responsible for keeping strict records of who has purchased each coverage.
- In the event of a claim the District Representative will have to verify coverage purchase.

This document is a coverage summary for your convenience, not a contract or legal or tax advice. This document contains proprietary and confidential information belonging to Pearson Dunn Insurance Inc. / Jones Brown. The unauthorized reproduction or use of this document or information contained herein is prohibited by law. It is provided to facilitate your understanding of the relevant insurance program. Please refer to the actual policies when issued for the specific terms, conditions, limitations and exclusions that will govern coverage in the event of a loss. In evaluating your exposure to loss on your insurance policies, we have been dependent upon certain information that was provided by you. If there are other areas that need to be evaluated prior to binding coverage, please bring these areas to our attention. Higher limits for the program's policies may be available; if you wish to pursue this option please advise our office as soon as practicable so that we may solicit market quotations on your behalf. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that may impact the scope of your insurance coverage.