

## **Hockey Canada Insurance Program**

### **PURPOSE OF THE INSURANCE PROGRAM**

The Insurance Program must ensure that adequate financial resources are in place to compensate those who are injured or who have suffered a financial loss as the result of their involvement in hockey. It involves good financial management, so that funds are in place to meet claims obligations when they fall due. It also includes establishing control mechanisms so that only genuine claims are reimbursed. Insurance is one important method of handling claims, but only when it is practical, possible and cost-effective. Ironically, insurance is not available to cover many hockey-related risk exposures, as many times the desired coverage is simply unaffordable. Hockey Canada has constructed a National Insurance Program to provide financial resources to help deal with the cost of risks which confront organized hockey. Hockey is managed primarily by extremely dedicated volunteers. The real purpose of this section is to provide guidance when decisions are being made which may affect the degree of risk assumed by a League or Team.

Every effort has been made to make this section as helpful and comprehensive as possible. If any doubt remains about a specific situation, please consult your Branch or Hockey Canada National Office.

### **ARE YOU COVERED?**

Hockey Canada and each of the Branches of which Hockey Canada is comprised is specifically named as an insured, and all sub-associations, leagues and teams which form a part of Hockey Canada. It includes any officer, director, employee, coach, volunteer worker, instructor, referee, or member of a Committee while acting within the scope of his or her duties. It includes members of any teams, leagues, Branch teams, division teams, national teams or international teams provided all are registered with or affiliated with Hockey Canada. It includes any sponsor of any team or Hockey Canada, but only with respect to his, her or their liability as such; and it includes any owner of any insured team. Note: A volunteer is a non-paid person donating his or her time and who is assigned specific duties and for whom a premium has been paid.

When are you covered?

1. Hockey Canada/Branch sanctioned events (league games, tournaments, practices, training camps, sanctioned fundraisers) when playing member teams only!
2. Transportation directly to and from the arena or venue.
3. Accommodations while billeted or at a hotel during a Hockey Canada/Branch sanctioned hockey activity.

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## **TYPES OF COVERAGE**

### **Comprehensive General Liability**

The liability coverage is designed to cover Hockey Canada members for their on and off-ice activities while participating in Hockey Canada sanctioned hockey events. This coverage responds on behalf of an individual who has paid a premium or had a premium paid on their behalf, and who is named as a defendant in a lawsuit alleging that, that individual was negligent doing whatever it was they were alleged to have done or did not do what they should have done and thereby contributed to the personal injury the claimant incurred. Hockey Canada Liability Policy will provide up to \$20,000,000 of coverage with respect to a single liability occurrence, as dictated by the terms and conditions of the policy. Any additional costs that are over and above the \$20,000,000 limit must be borne by the named individuals and/or their respective homeowner's insurance, to the extent that may apply. The policy is designed to cover most events your team would be involved in. For example, if a Minor Hockey Association were to rent a bus and driver to transport a team to a game or tournament sanctioned by the Branch, and if that vehicle was in an accident and a number of players suffered serious injuries and a lawsuit ensued, then the liability coverage placed on that vehicle by the owners, would respond to any claims which might arise, and should that coverage be insufficient to respond to all of the damages awarded, then Hockey Canada coverage policy would respond as the secondary carrier to the maximum allowable by the policy.

### **Liability Coverage**

Hockey Canada Liability Coverage is a General Liability Insurance Policy designed to respond on behalf of any of the registered participants in the game including players, coaches, managers, trainers, on and off-ice officials and volunteers.

### **This Policy is a Personal Injury and Property Damage Policy.**

**Personal Injury** - Example, a player receives a serious injury during a sanctioned game and as a result of that injury, a lawsuit arises. If you, as a coach, are named as one of the defendants in that lawsuit, alleging that you were negligent by "not doing something you should have done" or "doing something you should not have done", then Hockey Canada Liability Policy would respond on your behalf in defending you in that action from the first dollar.

**Property Damage** - Example, a team was in its dressing room prior to the start of the game, and while the coach was absent, a number of players started 'horsing-around' which resulted in damage being done to the walls of the dressing room. A claim was made by the facility owner for recovery of costs incurred to repair the damage. If the coach was named as being negligent for not properly supervising the players, then Hockey Canada Off-ice Policy would defend his interests. It should be pointed out that in the property damage area of the Policy there is a \$5,000 deductible.

In addition, it should be noted that there are exclusions within the Policy wherein the Policy would not respond on behalf of any individual where it is shown that the claim has arisen as a result of an intentional act by the defendant.

### **Accidental Death & Dismemberment**

**The following outlines Accidental Death and Dismemberment coverage.**

Note: These benefits cover members against accidental injury or death only while participating in Hockey Canada sanctioned activities.

This portion covers very serious, permanent injuries which might occur while participating in a Hockey Canada/Branch sanctioned activity. Unlike Major Medical/Dental coverages, this coverage is in addition to any other similar coverage an eligible participant may carry.

#### **Benefits**

When injury results in any one of the following losses within 365 days after the date of the accident, Hockey Canada will compensate for the total permanent loss of use of, or severance of:

#### **Features of the Insurance Program**

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Life .....	\$ 15,000
both legs .....	\$ 45,000
entire sight of both eyes .....	\$ 50,000
one leg .....	\$ 30,000
one arm .....	\$ 30,000
entire sight of one eye .....	\$ 35,000
one hand or one foot .....	\$ 30,000
both hands or both feet .....	\$ 45,000
one hand and the entire sight of one eye .....	\$ 45,000
one foot and the entire sight of one eye .....	\$ 45,000
Paraplegia, Hemiplegia, Quadriplegia .....	\$ 750,000

### **Major Medical/Dental Coverage**

This insurance augments Provincial, Medical and Hospital plans. It covers players, coaches, referees and other designated volunteers against accidents which occur during participation in a Hockey Canada/Branch sanctioned activity. This plan is designed to provide coverage for those who might otherwise not be covered by any other group health insurance plan. It can also serve as a supplement to other similar coverage an individual or family may hold, to achieve maximum allowable coverage. It is not applicable as an addition when another plan's coverage meets or exceeds the allowable amount.

Dental: This plan operates under the same guidelines as the Major Medical coverage.

#### **Accidental Dental expense benefit**

When accidental injury to whole or sound teeth shall, within 30 days, require treatment, the plan will pay for reasonable expenses actually incurred within 52

weeks after the date of the accident.

**Maximum \$1,000 per tooth**

**Maximum \$2,000 per accident**

If, due to the age of the covered members, dental development is not sufficient to permit treatment within 52 weeks, a report from the dentist or dental surgeon is required within 90 days of the date of accident, stating pertinent facts as to the damage. On receipt of a satisfactory report, the incurred expenses will be paid, subject to a maximum future treatment limit of \$ 2,000. Capped or crowned teeth shall be deemed as whole or sound.

### **Accidental Medical Treatment Benefit**

When by reason of injury, and within thirty days from the date of the accident, the Insured Person requires medical treatment or incurs expenses for any of the following services, while under the regular care and attendance of a legally qualified physician or surgeon who is not a member of the immediate family of the Insured Person with respect to items 1 to 7:

- (1) private duty nursing by a licensed graduate nurse (R.N.) who does not ordinarily reside in the Insured Person's home or is not a member of his/her immediate family;
- (2) ambulance transportation, when such service is provided by a Professional Ambulance Service of the nearest approved hospital which is equipped to provide the required and recommended necessary treatment, ambulance expenses will be reimbursed at 80%;
- (3) hospital services for which benefits are not provided by any Federal or Provincial Government Hospital Insurance Plan administered by the Province or Territory in which the Insured person normally resides, whether paid or not;
- (4) rental of a wheelchair, iron lung and other durable equipment for therapeutic treatment, not to exceed the purchase price prevailing at the time rental became necessary;
- (5) fees of a licensed physiotherapist, athletic therapist, chiropractor or osteopath recommended by a legally qualified physician or surgeon, will be re-imbursed up to \$500 in any one hockey season. No payments will be made to any team trainers who refer players to their clinic for treatment.
- (6) drugs and medicines purchased by prescription made by a physician or surgeon.
- (7) miscellaneous expenses such as hearing aids, crutches, splints, casts, trusses and braces, but excluding replacement thereof;

The Association will pay the necessary expenses actually incurred, therefore, by or on behalf of an Insured Person within fifty-two weeks after the date of the accident, not to exceed the amount of \$5,000.00 as a result of any one accident. Any sublimits or co-insurance indicated above shall apply.

The Association shall not be liable for any expense incurred for treatment or services by a legally qualified physician or surgeon. This policy is subject to and shall not contravene any Federal or Provincial statutory requirement with respect

to hospital and/or medical plans, nor shall it duplicate any benefits which are provided under any Federal or Provincial Hospital or Medical Plans, or any other providing a reimbursement expense.

**Prosthetic appliance benefit**

Will pay all reasonable costs for the purchase of artificial legs, eyes, etc. necessitated by accidental injury.

Maximum \$1,000

**Tuition expense benefit**

In the event that an accident confines the covered member to his or her residence or hospital for a period in excess of 40 consecutive school days, within 30 days of the accident, the cost of tutorial expenses of a qualified teacher will be paid to a maximum of \$10/hr.

Maximum \$ 2,000

**Emergency taxi benefit**

This benefit will pay the reasonable expense incurred for a licensed taxi to transport the eligible member to the nearest hospital or a doctor's office, where immediate medical attention is required. In certain circumstances Hockey Canada will consider the reimbursement of fuel for a volunteer who provides the same service due to immediate need of medical attention. Maximum \$40

**Travel expense benefit**

In addition to the Emergency Taxi Benefit the plan will pay the cost of all reasonable travel expenses incurred as a result of an accidental injury. Treatment must begin within 30 days of an accident for coverage to apply.

Maximum \$100 per accident

Note: For the emergency taxi benefit and the travel expense, all bills or receipts must be submitted.

**Hockey Canada accident insurance benefits do not cover:**

1. Benefits eligible for payment by an Employee's Private Medical and/or Dental Plan. The plan acts as second "payer" in all cases and can be used for deductibles/coinsurance not paid by the first "payer".
2. Any benefits provided or paid by any Government Hospital or Medical Plans, whether or not the injured person is included in such plan. There are no payments for any non-resident who plays hockey in Canada without some form of primary coverage.
3. The purchase, repair or replacement of eyeglasses or contact lenses, or prescriptions thereof.
4. Sickness or disease either as a cause or effect.
5. Injury resulting from war or any act of war, whether declared or undeclared.
6. Air travel, except as a fare-paying passenger in an aircraft with a certificate of

air worthiness to/from a Hockey Canada sanctioned activity.

7. Expenses of dental treatment incurred for the cost of replacement or repair of artificial teeth or dentures, permanent bridgework excepted.
8. The expenses of a knee brace or similar device, the use of which is solely to allow an insured person to participate in a game or practice of hockey.
9. Any expenses not submitted within 365 days of the date of the accident.
10. Any accident report forms not submitted within 90 days of the accident.
11. Lost wages.

This insurance coverage is part of a Trust Agreement. The extent of this Trust Agreement cannot be accurately reflected in a booklet the size of "Safety Requires Teamwork".

Therefore, this booklet contains a general description of Hockey Canada Insurance Program and its features. If there is a discrepancy between this booklet and the master policy, then the terms and provisions of the master policies shall take precedence. If you wish to view the policy documents, you are entitled to do so and may visit any Branch of Hockey Canada at reasonable times for this purpose (see inside front cover for addresses and phone numbers).

### **HOW TO MAKE A CLAIM**

1. SECURE a Hockey Canada Accident Report Form from your team or Minor Hockey Association. In the event that there are none available, download the file from Resources section of the BCAHA website [www.bcaha.org](http://www.bcaha.org)
2. COMPLETE the form in its entirety. Have your team official complete the team section and your Doctor/Dentist complete the back of the form.
3. SUBMIT the fully completed form to your Branch office along with any receipts or invoices within 90 days of the date of accident.

#### **NOTE:**

- o only Accident Report Forms received in the Branch office within 90 days of the date of accident will be accepted.
- o forms must be completed in their entirety or the forms will be returned.
- o only original receipts and/or invoices are acceptable.
- o Hockey Canada is strictly a supplemental insurer. If you have access to any other insurance, you must pursue it through them first. Hockey Canada shall cover those costs not covered by your primary insurance to our policy limits.