

2015 Insurance Program Summary

(For informational purposes only)



CyclingCANADA**Cyclisme**

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Cycling Canada Cyclisme Insurance Program 2015



COMMERCIAL GENERAL LIABILITY

This summary does not in and of itself provide coverage and it is subject to the terms and conditions which are set forth in the policy. It is intended only to provide basic details of coverage that are fully described in Master Policy through GameDay Insurance underwritten by Aviva Canada. In the event of any inconsistency, the actual policy will prevail.

What is Commercial General Liability Insurance?

Designed to protect a person against legal responsibility arising out of a negligent act or failure to act as a prudent person would have acted to which results in bodily injury or property damage to another party. Any individual in your activity can claim damages as a result of an injury. Even though you may not be negligent in your actions, defense costs alone can be financially devastating. The policy will provide protection for both legal defense costs and any compensatory damages that may be awarded, subject to the limits and conditions of the policy, transferring your risk to an insurance policy provides you the opportunity to run your activity with peace of mind.

What activities are covered?

All sanctioned and approved cycling activities. All activities must be documented and approved by the Provincial Association, Club President or NCCP certified Coach. If you require further clarification contact your Provincial Cycling Association.

The following provincial / territorial associations are included in the program:

- Alberta Bicycle Association
- Bicycle Newfoundland & Labrador
- Bicycle Nova Scotia
- Cycle PEI
- Cycling Association of Yukon
- Manitoba Cycling Association
- Ontario Cycling Association
- Saskatchewan Cycling Association
- Velo New Brunswick

Who is an insured?

Automatically all employees, volunteers, officers, directors, coaches, managers, instructors, officials, affiliated clubs, and or teams, members. Also municipalities, government departments, sponsors and organizers but only as it relates to their involvement in a sanctioned event.

Description of coverage

Limits of Liability:

- \$5,000,000 per occurrence Bodily Injury and Property Damage
- \$5,000,000 Products and Completed operations aggregate limit
- \$50,000 Non-Owned Automobile including Legal Liability for Damage to Hired Automobiles
- \$5,000,000 Employers Liability
- \$1,000,000 Abuse Liability
- \$1,000,000 Forest Fighting Expenses
- \$2,000,000 Tenant's Legal Liability
- \$5,000,000 Personal Injury and Advertising Injury Liability \$2,000,000 Employers Liability
- \$10,000 Medical Payments - any one person / any one accident
- \$1,000,000 Errors & Omissions Liability

Cycling Canada Cyclisme Insurance Program 2015



Reimbursement \$500 per occurrence
(deductible): \$500 Tenants Legal Liability \$1,000 Employee Benefits
\$500 Errors & Omissions Liability
\$500 Legal Liability for Damage to Hired Automobiles

Special Provisions: Voluntary Compensation
Head Gear Warranty
Incidental Medical Malpractice
Cross Liability Clause
Personal Injury Liability
Worldwide territory - suits brought within Canada and United States
Club Sanctioning Endorsement

Key Exclusions: War / Terrorism
Fungi & Fungal derivatives
Cyber/data corruption
Total asbestos
Absolute Pollution
Non-members exclusion endorsement
Punitive and Exemplary Damages
BMX Freestyle
Track Construction (to be referred)
Host Liquor (to be referred)
Excludes Cycling BC & Fédération Québécoise des Sports Cyclistes

Key Definitions:

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

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

Property Damage: Liability for damage to property of others including loss of use.

Personal Injury: Injury other than bodily injury arising out of:

- (a) False arrest, detention or imprisonment
- (b) Malicious prosecution
- (c) Wrongful entry into, or eviction of a person from a room, dwelling or premises that the person occupies
- (d) Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services
- (e) Oral or written publication of material that violates a person's right of privacy.

Advertising Injury: Injury arising out of libel, slander, defamation, infringement of copyright, title or slogan, piracy, unfair competition, idea misappropriation or invasion of rights of privacy as it relates to

Cycling Canada Cyclisme Insurance Program 2015



any advertisement, publicity article, broadcast or telecast.

**Incidental
Medical
Malpractice:
Blanket
Contractual:**

The rendering of or the failure to render necessary first aid any insured person who is not in the business or occupation of providing health care professional services.

Provides coverage for claims arising out of liability that has been assumed by the insured under an insured contract.

**Tenants
Legal
Liability:**

Liability resulting from damage to premises that is leased, loaned or occupied by you.

**Non-Owned
Automobile:**

Legal liability arising out of the operation of non-owned vehicles used in the Insured's business.

**Medical
Payments:**

Provides payments to third parties for their medical expenses regardless of fault.

**Non Members
Exclusion
Endorsement:**

It is understood and agreed that such insurance afforded by this policy shall not apply to any liability either real or alleged by any **participant** who is a non member except when an activity with non members participating has been reported on the approved commercial application and a premium is charged.

This exclusion does not apply to non members participating in **club rides as approved by and reported** to the Provincial Governing Body. **Applicable to one day tryouts only.**

**Club
Sanctioning
Endorsement:**

It is hereby understood and agreed that coverage is only applicable to **sanctioned events** involving the insured.

A sanctioned event is defined as an organized group ride which is documented prior to the date of the event and on file with the respective insured Provincial Sport Organization. Lists of individual members participating in the ride must be on file with the insured.

Events organized and conducted by an individual member does not automatically constitute a sanctioned event. An executive of a member club or an executive of the governing body will be required to provide sanctioning approval prior to the event taking place.

Failure to obtain sanctioning approval or failure to document the sanctioned event may result in a breach of coverage.

It is further understood and agreed that the insurer shall not have any duty to defend any individual member for any suit arising as a result of a non sanctioned event or improperly documented sanctioned event.

How to Report a claim

If an incident and / or accident occurs, it must be documented and recorded immediately.

If there is personal injury or property damage the CC must be notified immediately.

A **CC Accident Report should be the minimum level of documentation.** Additional documentation of witness statements, list of names involved, photos of the scene would make an exceptional report. Reporting should be as in depth as possible as most litigation is brought forward years after the incident when club members with a memory of the incident might not be around anymore.

Once complete, the Accident Report should be either faxed to Holman Insurance Brokers Ltd. at (905) 886-5622 or email to service@holmanins.com . Forward any correspondence relating to the potential claim

Cycling Canada Cyclisme Insurance Program 2015



SPORTS ACCIDENT

This summary does not in and of itself provide coverage and it is subject to the terms and conditions which are set forth in the policy. It is intended only to provide basic details of coverage that are fully described in master Policy through GameDay Insurance underwritten by Aviva Insurance Company of Canada. In the event of any inconsistency, the actual policy will prevail.

What is Sports Accident?

The Sports Accident policy is structured to provide a core level of coverage and benefits with a principal sum of \$50,000 per member.

This broad coverage will cover the member for loss of limbs, fracture, dislocation, tendon severance of limbs, loss of eye sight, speech, and many other miscellaneous conditions and even accidental bodily injury or death sustained by a member due to external violent, sudden, fortuitous causes beyond the member's control..

The Accident Policy pays for medical bills on behalf of injured member such as.

- Dental Accident Reimbursement
- Dentures, Removable Teeth, Hearing Aids, Eyeglass and Contact Lenses
- Emergency Transportation
- Family Transportation
- Medical Expense Reimbursement
- Prosthetic appliances
- Rehabilitation
- Repatriation
- Tuition Benefit
- Weekly Income \$100 (waiting period 30 days)

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.

Who is covered?

Any active member of CC participating as a player member, manager or coach of the CC in practice or competition which is a sanctioned or approved activity organized under the supervision and direction of the CC; or being transported with other player members of the CC as a group to or from the place of such practice or game; all under the supervision and direction of the CC.

Conditions to be met:

- i.) Confirmation of your provincial membership affiliated CC
- ii.) The CC accident insurance covers medical expenses associated with injuries caused while participating in CC sanctioned and is **in excess** of provincial health programs and private insurance.
- iii.) Must be received within 90 days

For example: If a Cyclist member, falls off their bike and twists his/her knee and requires physiotherapy; the Cyclist would first have to go through their Provincial/Territorial health care system to cover the costs of physiotherapy. If the Provincial/Territorial health care system will not cover the costs, then the cyclist would have to try and claim the physiotherapy bills through their own personal insurance or their parent's personal insurance (benefits through their workplace), if they have private medical insurance. If the personal insurance either will not cover the costs or there is no personal insurance in place, Sports Accident Insurance Policy would kick in and cover the costs up to the amount stated in the policy.

Cycling Canada Cyclisme Insurance Program 2015



What activities are covered?

All sanctioned and approved cycling activities. All activities must be documented and approved by the Provincial Association, Club President or NCCP certified Coach. If you require further clarification contact your Provincial Cycling Association.

Schedule of Insurance

This plan covers all accidents to:

- a) Members participating in a practice or competition in the sport;
- b) Members being transported with other player members and group to or from the place of such practice or game; which is organized under the direction of the Insured;
- c) Members while riding as a passenger, boarding or alighting from a flight on a multi engine transport type aircraft operated by a licensed airline

With respect to agreement No: AS PER POLICYDECLARATION PAGE

The Insurer hereby agrees to insure accidents resulting in Death or Bodily Injury (as per schedule of Benefits) of all Amateur Members participating as Players, Managers, Coaches, Trainers, Executives, General Members, Volunteers, Auxiliary Workers, Employees and Officials being members of the Association, League, Club and Teams, herein collectively called the Insured persons subject to the terms and conditions of this policy.

Eligibility:

To be eligible for insurance all members shall be participating as Players, Managers, Coaches, Trainers, Executives, General Members or Officials, volunteers, auxiliary workers and employees in practice or competition in the sport under the supervision and direction of the Insured.

SCHEDULE OF BENEFITS

Type of Coverage	Limits of Insurance:	Type of Coverage	Insured up
Principal Amount:	\$50,000		
Fracture Indemnity Amount:	\$1,000	Repatriation – any one Insured Person	\$5,000
Dental Accident Reimbursement	\$10,000	Tuition Benefit - any one Insured Person	\$2,000
Dentures, removable Teeth, Hearing Aids, Eyeglass and Contact Lenses	\$200	Aggregate Limit Payable for any one Accident	\$1,000,000
Emergency Transportation – any one Insured Person	\$50		
Family Transportation – any one Insured Person	\$2,500	Weekly Income – waiting period – 30 days	
Medical Expense Reimbursement – any one Insured Person	\$15,000		
Prosthetic Appliances – any one Insured Person	\$3,000		
Rehabilitation – any one Insured Person	\$3,000		
Deductible: None			

Cycling Canada Cyclisme Insurance Program 2015



1) DEFINITIONS

Accident:

Happening due to external, violent, sudden, fortuitous causes beyond the member's control. This happening must occur while the insurance is in force.

Injury:

Bodily injury suffered by a member caused directly by an accident as described above independent of any sickness or other causes.

Insured:

A member(s) who is participating in the sport named as a player, manager, coach, trainer, executive general member or official, volunteers, auxiliary workers and employees of one of the affiliated organizations of the Insured.

2) NOTICE OF PROOF OF CLAIM

In the event of a claim the claimant shall;

- a) give written notice to Holman Insurance Brokers Ltd. or its representatives not later than 30 days from the date of such accident, and
- b) furnish to Holman Insurance Brokers Ltd. or its representatives on forms provided, such proof of claim as is reasonably possible within 90 days from such date, and
- c) Furnish a certificate as to the cause and nature of the accident for which the claim is made from a legally qualified Medical or Dental Practitioner, if so required by the Insurer.

In the event of a claim by reason of death of a member, the Insurer shall be entitled to receive on forms provided by it due proof of such death, as well as of the title and right of the claimant. Any action or proceedings against the Insurer for the recovery of any claim under this policy shall not be commenced more than one year after the date the insurance money became payable or would have become payable if it had been a valid claim.

Cycling Canada Cyclisme Insurance Program 2015



BENEFITS

LOSS OF LIFE, LOSS OF USE, DISMEMBERMENT OR LOSS OF SIGHT (SPECIFIC LOSS ACCIDENT INDEMNITY)

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

I. SCHEDULE OF SPECIFIC LOSS INDEMNITY

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

I. 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

Cycling Canada Cyclisme Insurance Program 2015



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

B) 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	42% of the Fracture Indemnity Sum

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 the 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	23% 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 (when there is no fracture or dislocation)	20% of the Fracture Indemnity Sum

EXCLUSION/LIMITATIONS

No coverage is provided for workers compensation related injuries, alcohol/narcotic related injuries, eyeglasses/contact lenses, dentures, crowns or caps, suicide, intentional/self inflicted injury, illness, unless developed as a result of the covered accident, pre-existing conditions. Reimbursement is limited to charges which do not exceed those generally charged for similar medical or dental care.

Cycling Canada Cyclisme Insurance Program 2015



GENERAL PROVISIONS

Written notice of Injury on which claim may be based must be given to the Insurer within sixty (days) after the date of the accident causing such Injury. Such notice given by or on behalf of the Insured Person or beneficiary, as the case may be, shall be deliverable to Holman Insurance Brokers Ltd., 3100 Steeles Ave. East, Markham ON L3R 8T3 or to any authorized agent of Holman Insurance Brokers Ltd. with particulars sufficient to identify the Insured Person, will be deemed to be notice to the Insurer. Failure to give notice within the time provided in this policy will not invalidate any claim, if it is shown not to have been reasonably possible to give such notice during such time and that notice was given as soon as was reasonably possible, but in no event later than one (1) year after the date of the accident.

The Insurer, upon receipt of such notice, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not so furnished within thirty (30) days after the receipt of such notice, the claimant will be deemed to have complied with the requirements of this policy as to proof of such loss upon submitting, within the time fixed in this policy for filing proofs of loss, written proof covering the occurrence, character and extent of the loss for which claim is made.

Written proof of loss must be furnished to the Insurer within ninety (90) days after the date of such loss. Failure to furnish such proof within such time will not invalidate nor reduce any claim, if it is shown not to have been reasonably possible to furnish such proof during such time and that such proof was furnished as soon as was reasonably possible, but in no event later than one (1) year after the date of the accident.

The Insurer will have the right and opportunity to examine the person of the Insured Person when and so often as it may reasonably require during the pendency of claim hereunder, and also the right and opportunity to perform an autopsy in case of death unless prohibited by law.

All indemnities payable under this policy will be paid immediately after receipt of due proof All moneys payable under this policy are payable in the lawful money of Canada.

This policy includes the endorsements and attached papers, if any, and contains the entire contract of insurance. No statement made by the applicant for insurance will void the insurance or reduce benefits hereunder unless contained in a written application signed by the applicant. No agent has authority to change this policy or to waive any of its provisions. No change in this policy will be valid unless duly approved by the Insurer and such approval be endorsed hereon or attached hereto.

All statements contained in any such application for insurance will be deemed representations and not warranties.

Legal action will not be taken to recover benefits under this policy until sixty (60) days after proof of loss has been submitted to the Insurer. The claimant will be limited to a one (1) year period (three (3) years in the province of Quebec) from the expiration of the time within which proof of loss is required by the policy during which legal action may be taken.

If any time limitation specified in this policy for giving notice of claim, or submitting proof of loss, or undertaking legal action is less than that permitted by law of the province in which the claimant is residing at the time of loss, then the time limitation will not be less than that provided for by provincial law.

The policy may be cancelled by the Policyholder by mailing to the Insurer written notice stating when thereafter such cancellation will be effective. This policy may be cancelled by the Insurer by mailing to the Policyholder at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation will be effective. The mailing of such notice as aforesaid will be sufficient proof of notice and the effective date of cancellation stated in the notice will become the end of the policy period. Delivery of such written notice either by the Policyholder or by the Insurer will be equivalent to mailing.

Unless otherwise provided in the Schedule, if the Policy holder cancels, earned premiums will be computed in accordance with the customary short rate table and procedures. If the Insurer cancels, earned premiums will be computed pro rata. Premium adjustment may be made at the time cancellation is effected, and if not then made, will be made as soon as practicable after cancellation becomes effective. The Insurer's cheque or the cheque of its representative mailed or delivered as aforesaid will be sufficient tender of any refund of premium due the Policyholder.

The Insurer will be permitted to examine the Policyholder's records relating to this policy at any reasonable time, and from time to time until two (2) years after expiration of this policy or until final adjustment and settlement of all claims hereunder, whichever is the later.

Cycling Canada Cyclisme Insurance Program 2015



EXCESS TRAVEL MEDICAL (OPTIONAL)

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What is travel accident insurance?

It is recognized that training and competition requires travel outside of local areas and may require travel outside of province or country. The CC Excess Travel Medical insurance helps reduce the risk of unforeseen travel medical expenses.

The Excess Travel Accident insurance will pay for reasonable and customary medical expenses actually incurred by a registered member for those services which are medically necessary and required by the registered member while outside of Canada, as a result of an emergency and as a result of injury or sickness.

It is strongly recommended for all members intending to travel outside of Canada to participate in sanctioned cycling activity. Unlike virtually all off the shelf travel medical insurance, the Cycling Canada coverage recognizes that the insured is travel to participate in sanctioned cycling activity.

The Provincial Association must advise the CC office to add this coverage. An application is required which provides the Name of Member, Name of Event, Date and number of days the member will be out of country, including the days traveling to and from the event.

Coverage	Limits of Insurance
Accidental / Sickness Medical Expense	\$2,000,000
Dental Accident	\$5,000
Out of Pocket Expenses	\$300
Trip Interruption	One Way Economy
Repatriation Expense	\$3,000

Is a member automatically covered?

No, this coverage is optional and not in effect unless CC and Holman have been advised of the members travelling out of the country.

Before a member is traveling out of the country PLEASE NOTIFY your Provincial Association with completed application, including the following information:

- Full name, date of birth of member
- Name of Association/club you are a member of and membership number
- Date of departure and return (Number of days out of the country)
- for larger groups include excel spreadsheet

NOTE: COVERAGE CANNOT BE PLACED ONCE THE MEMBER HAS LEFT THE COUNTRY.

Excess travel medical application

What does it cost?

The cost is in on a \$ per day, per person subject to minimum premium of \$ per person. Please contact your Provincial Association office for pricing.

Cycling Canada Cyclisme Insurance Program 2015



What coverage is provided?

The policy provides a maximum limit of \$2,000,000 for the following;

Excess Hospital and Medical Expenses

As a result of an injury or illness that requires necessary services of a physician, registered nurse, physiotherapist, hospital, x-ray clinic, laboratory, ambulance or emergency. Coverage is provided only for expenses incurred by Canadian residents that are in excess of the benefits available under any Canadian federal or provincial hospital and/ or medical plan regardless of whether or not the member is enrolled in such 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, this coverage pays for the necessary expenses for such treatment rendered within 52 weeks of the accident. Payments for all treatments rendered shall be limited to an aggregate of \$5,000.

Repatriation Expense

In the event of covered death occurring after the originating flight date, this coverage pays the cost of the actual expense incurred for conveyance of the body or ashes of the insured to the outbound point of departure, not to exceed the applicable maximum benefit.

Out of Pocket Expense

In the event of covered injury or illness causes delay in returning to the point of departure beyond the return date, this coverage pays for reasonable out of pocket expenses incurred up to the per diem amount specified on 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, this coverage pays for the cost of a one way economy class transportation to rejoin the ongoing tour or to original point of departure.

Conditions to be met:

- Confirmation of your provincial membership affiliated CC
- Coach or officials may require letters of permission for minors that will cover out of country travel, medical treatment.
- Exhaust any benefits available under any Canadian Federal / Provincial Hospital and or Medical Plan, regardless of whether or not the insured is enrolled in such a Program.

For example: If you are at a sanctioned event in California, a member falls off their bike and twists his/her knee and requires physiotherapy; the Cyclist would first have to go through their Provincial/Territorial health care system to cover the costs of physiotherapy. If the Provincial/Territorial health care system will not cover the costs, then the cyclist would have to try and claim the physiotherapy bills through their own personal insurance or their parent's personal insurance (benefits through their workplace), if they have private medical insurance. If the personal insurance either will not cover the costs or there is no personal insurance in place, Out-Of-Country would kick in and cover the costs up to the amount stated in the policy.

Additional Conditions:

- Coaches/officials must recognize their responsibilities to supervise.
- CC must be a careful assessment of coaching staff ratio to athletes
- Completion of CC out of Country Sanction Request is required.

Claim Emergencies

Contact Gameday / Aviva 1-866-931-0573 or

After Hours and Emergency Claims Service Number - 1-866-931-0573 (Crawford and Company)

Note: Please reference Canadian Cycling Association Policy TRI001-00691-001 through GameDay Insurance underwritten by Aviva Insurance Company of Canada.

Exclusions:

- 1) Injury or sickness for which medical/hospital, benefits are provided under any other policy or plan except for the excess not covered under such other insurance.

Cycling Canada Cyclisme Insurance Program 2015



- 2) Maintenance therapy for pre-existing medical conditions.
- 3) Dental, chiropractic or any other health services not mentioned specifically in excess medical/hospital expenses.
- 4) Suicide or self-destruction, intentionally self-inflicted injuries or any attempt thereof.
- 5) Declared or undeclared war, civil war, riot, insurrection, invasion or any act thereof.
- 6) An illegal act by the insured or beneficiary.
- 7) Participation in armed forces training exercises or manoeuvres.
- 8) A payment that contravenes any plan of any government or political subdivision or law in Canada

The description of coverage above is not complete. Reference must be made to the actual terms and conditions of the actual policy forms.

Does the Excess Travel Medical policy provide 24 hour coverage?

Yes. If you purchase Excess Travel Medical, you are covered from the time that you leave until the time that you return from the activity or event.

What is the deductible for Excess Travel Medical coverage?

The deductible is NIL.

Is there any age restriction for Excess Travel Medical coverage?

The is NO age restriction for Excess Travel Medical coverage.

Cycling Canada Cyclisme Insurance Program 2015



DIRECTORS & OFFICERS / MANAGEMENT LIABILITY (OPTIONAL)

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What is the Club Directors and Officers Insurance Program?

Designed to provide directors, officers, and their companies/associations with coverage for the costs involved in defending themselves against and settling litigation brought by third parties alleging that they have suffered a financial loss due to the actions and omissions of directors/officers in managing their duties/associations.

Directors and Officers are appointed leaders representing the best interest in a fiduciary capacity for your club members, friends, colleagues and you are part of team responsible for the internal management of your club.

The Canadian Cycling association has arranged a cost effective solution for Provincial affiliates and Members Clubs by offering a comprehensive and cost effective D & O Insurance Plan. The Canadian Cycling Association recommends all clubs be protected.

Why do I need Directors & Officers Liability?

Embarrassment Of Having a Lawsuit And Not Having the Proper Insurance Coverage.

No director or officer wants to be serve on a board and be sue and not have insurance that without it could leave them personally liable.

Being Personally at risk in the event of a Lawsuit.

When there is a lawsuit, lawyers often go after the individual officers and directors in addition to the sports organization. By purchasing D& O Insurance for your club, you can be assured that if your Cycling club / sports organization is sued, that your home, retirement, savings account, or your children's education funds won't be at risk?

What types of claims can result against me?

- Misrepresentation
- Wrongful dismissal
- Discrimination
- Misleading reports
- inefficient administration
- negligent evaluation
- Financial mismanagement
- Failure to remit/pay taxes
- Failure to comply with the rules of the association/organization

How does D&O protect my club and its board members?

Directors and Officers Liability Insurance provides coverage for "Wrongful Acts," "alleged to have been committed by a club's Board of Directors, employees, volunteers and officers while executing their duties in service to the club. The directors and officers owe their club a duty to exercise their powers in good faith and with prudent judgment.

Who can sue a Non-Profit Cycling club?

- Insiders- current and former staff of alleging a host of wrongful acts, including wrongful termination, discrimination, sexual harassment, etc.
- Outsiders - Third parties that have a relationship with the board, like vendors, funders, or another nonprofit.
- The Entity- The club may bring an action against its directors and officers.
- Directors- a board member may sue another board member alleging violation of a duty owed to the club.

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- Members- members may allege harm to the interests of the member.
- Donors- A clubs contributor may sue directors and officers alleging misuse of a restricted gift or mismanagement of appropriated monies.
- Government— represents the interests of the general public in assuring the proper management of the association. As such, they may bring a claim against club directors and officers alleging wrongdoing.
- Other Government Officials— Other government officials, including representatives of the Canadian Revenue Agency, etc. for tax issues, Department of Labour alleging violation of provincial or federal laws.

What are some example claims against Directors & Officers?

The board of a community Cycling club terminated the employment of a manager once they learned that he planned to start a competitive facility on a "for profit" basis near by. The manager brought an action against the directors. The suit was brought for wrongful dismissal, mental distress and financial hardship caused by the inability to find comparable employment. Claim amount: \$100,000.

A cycling club in financial difficulty were presented with a number of claims were presented by banks, creditors, employees and parents for reimbursement of prepaid enrolment. Even though most claims were brought against the club, the *directors were* held personally liable for the claims of unpaid wages, wrongful dismissal and prepaid enrolment. Claim amount: \$30,000.

One of the directors of a national charitable organization donated a large amount of the charity's funds to help fund a personal enterprise. The director was criminally charged with misappropriation of the funds. The other directors were sued by the government on the grounds that they did not exhibit enough control over the actions of the other director. Even though one director was charged with a criminal act (which is excluded from most directors and officers policies), the policy responded for the suit against the other directors for lack of control over the funds. Claim amount: \$50,000

A flagger / official at a club event was judging a competitive cycling race and a rider lost by a "spilt second". The rider claimed he was wrong and it affected his national ranking, due to this apparent mistake by the judge. The rider sued the judge and club directors on the basis of wrongful acts and presented with a Claim amount: \$50,000

A parade in a town was sued by a spectator after one of the volunteer performers tossed a free gift into the crowd, injuring the plaintiff. Although the direct damages resulting from the bodily injury may seek indemnity under a CGL policy form, the plaintiff is suing for financial damages of \$200,000 from the directors and officers alleging inadequate safety protocol and training procedures. Defense costs are accumulating and expected to be significant. Claim settled for \$20,000

The executive director of Cycling Club was terminated due to unauthorized spending of the organization's funds. The club was sued for wrongful termination resulting in a settlement in favor of the former executive director. Claim Amount \$75,000.

An executive of a cycling club was carrying on a relationship with one of its members. They went their separate ways; later the plaintiff filed a sexual harassment lawsuit against the executive and the club and was awarded \$60,000 from the D&O and liability policy.

Premiums start at \$300 a year for \$1,000,000 D&O coverage



TRADE TEAM INSURANCE (OPTIONAL)

Trade Team Insurance

Trade Teams are privately owned entities with self-selected memberships. On-site race support is often provided to members including coaching, technical, and managerial services. Trade Teams organize races, training rides, and social activities either for its own members, or members of other clubs, teams, UCI/CC license holders.

What are the benefits of a Trade Team within CC.

Official Recognition of Affiliated Team as riders permitted to wear team's jersey at CC approved activities and sanctioned events.

- Official Recognition of Affiliated Team as team acknowledged on race license and results listings
- Promotion of Affiliated Team through CC and listing in CC website
- Official Recognition of Affiliated Team at awards ceremonies
- Voting Rights at the CC AGM
- Hosting Support re: cycling events

For owners of **Trade Teams** we have arranged as an **optional member benefit** a special a Trade Team insurance.. This provides participation in the CC Insurance Program for Comprehensive General Liability for both corporate entity and participant, Sports Accident and Excess Travel Medical World- Wide.

A Trade Team application is required to apply for coverage.



COACH TRAINER AND INSTRUCTOR PROFESSIONAL LIABILITY (OPTIONAL)

Coach, Trainers and Instructor Professional Liability

One of the benefits of membership in CC is coaches, trainers and instructors are covered for liability insurance including professional liability coverage for coaching activities.

The following conditions must be met to be covered:

- a) Be Trained or Certified as a Cycling Coach or Learn to Ride Instructor.
- b) Maintain an annual CC technical license with the relevant coach or instructor credentials, one of Trained for the cycling discipline in question or Certified for the cycling discipline in question.
- c) Ensure that all participants being coached or instructed are covered by the CC insurance policy, through one of the following means i) The participant(s) hold a valid racing license (UCI or citizen license) for the current year; or ii) The participant(s) are taking part in a club activity lead by the coach or instructor and are members of the club hosting the event; or, iii) The participant(s) are taking part in an activity for which CC's sanctioned event insurance policy has been purchased, which extends liability insurance to all participants, even non-members.

For **Coaching, Training or Instructing** outside of the above parameters. We have arranged as an **optional member benefit** special CC pricing for a Private Coach / Trainer Insurance policy. This program provides comprehensive coverage for both Professional Liability and General liability on one policy.

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CONTACT INFORMATION

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Markham ON L3R 8T3

Forms and further information can be found on the Dedicated website: www.cyclinginsurance.ca