

**PREPARED FOR:**

# Racquetball Canada

INSURANCE PROPOSAL

Prepared by:

Michelle Hunter

Client Manager, Sports & Recreation

Telephone: 1-800-461-5087 ext 2102

Fax: 905-643-8321

DATE: August 15, 2019

**PEARSON DUNN**

**PEARSON DUNN INSURANCE INC.  
A JONES BROWN COMPANY**

103 - 435 McNeilly Road  
Stoney Creek, ON L8E 5E3

**T** 905.575.1122  
**F** 905.643.8321

# Insurance Program Overview

The Insurance Program provides coverage for **Racquetball Canada** and Registered Members but only participating in or training for “**Sanctioned Sports**” (racquetball) events as **sanctioned by Racquetball Canada**.

## Who is Insured?

All Registered Members of;

- Racquetball Canada
- Provincial Associations
- Member Clubs

Note – “Members” shall mean a group or person who has fully paid all dues and fees and is in good standing with all requirements of Racquetball Canada

“**Sanctioned Activities**” shall mean all games, competitions, sports demonstrations run or authorized by Racquetball Canada including:

National & International Events/Competitions  
Training Camps  
All related practice & training activities  
Social Events consisting of Award Banquets only

Sanctioning (Authorization) must be granted by **Racquetball Canada** by way of written procedural manual or specific agreement in writing by your authorized executives.

The **Commercial General Liability 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. Most General Liability policies contain an exclusion, which excludes suits resulting from participants who are injured while participating in a sporting activity. The coverage provided, also includes Injury to Participants that result from your association, member clubs, or individual members negligence.

## Liability Insurance Coverages

**Participant Liability**

Most General Liability policies include a Sports Participant Liability Exclusion, but in the broad form coverage, 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 the stated amount on your declaration.

**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 the stated amount on your declaration.

**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

**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.

**Products and Completed Operations**

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

**Errors & Omissions (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). This coverage does not respond to employment related issues such as wrongful dismissal.

**Abuse Coverage (excluded)**

This coverage is intended to respond to any act or threat involving molestation, harassment, corporal punishment or any other form of physical, sexual or mental abuse.

**Sport Accident Insurance**

**Sport Accident Coverage** provides **coverage to registered members in good standing** for injuries sustained while participating in **Sanctioned Activities**. This coverage is applicable in Canada. Coverage also applies to scheduled practices or training at site of competition. This coverage is secondary to any other health care plan(s).

#### **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.

## Club/Provincial Association Quotations 2019

Coverage	Deductible	Limit of Insurance	Premium
----------	------------	--------------------	---------

<b>Commercial General Liability</b> - Each Occurrence Limit Personal & Advertising Injury - Each Aggregate Limit Products / Completed Operations - Each Aggregate Limit Non Owned Automobile	\$500	\$5,000,000	<b><u>\$1.50 per member</u></b>
<b>Errors &amp; Omissions Liability</b> Per Occurrence	\$500	\$1,000,000	<b>Included</b>
<b>Directors &amp; Officers Liability</b> – Claims made basis.  A. Directors & Officers Liability, aggregate B. Employment Practices Liability, aggregate C. Outside Directorships Liability, aggregate Retroactive date: November 21, 2018		\$1,000,000	<b><u>\$150 per club or PSO</u></b>
<b>Sport Accident Insurance</b>		<ul style="list-style-type: none"> <li>▪ \$50,000 Principal Sum</li> <li>▪ Up to \$15,000 Medical Expense</li> <li>▪ Up to \$10,000 Dental Accident</li> <li>▪ other various limits</li> </ul>	<b><u>\$1.00 per member</u></b>

### **Special Notes**

- Premiums are subject to 8% taxes
- Insurance Company; GameDay Insurance, *underwritten by Aviva Insurance Company*

*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 / 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.*