Participant Accident (PA) Policy

Participant Accident Insurance

The sport accident policy is a 3rd payer participant accident policy. This means that it will only respond after the limits have been exhausted under the Manitoba Health (1st payer) and any extended health plan (2nd payer if applicable). Please note, the participant accident (3rd payer) does NOT necessarily cover any excess expenses. For example, if your extended benefits (2nd payer) pays 80% of your medical expenses and treatment, it is NOT necessarily the case that the participant accident (3rd payer) insurance will pay the remaining 20%. In other words, the participant accident insurance may NOT pay the remaining 20% of medical expenses. Each participant claim is unique and will be reviewed and assessed by the claims adjuster assigned to your claim.

Coverage for practices and games within Canada only. One plan covers all participants, managers, coaches, executives, and field officials throughout the entire season.

<u>DEDUCTIBLE:</u> There is currently no deductible for this participant accident insurance coverage. This is subject to review and change on a year-to-year basis.

Please note: Non-members do not have access or cannot benefit from participant accident insurance. Participant accident is for members only.

Note: See definition of "Associated Non-Member".

Below is a summary of the main coverages and limits.

SPORT MANITOBA GROUP ASSOCIATIONS - Sport Accident

Coverage Description	Limit	Deductible: \$0
Fracture Indemnity Amount	\$1,000	
Principle Amount	\$50,000	
Aggregate Limit Payable for any one Accident	\$1,000,000	
Dental Accident Reimbursement	\$10,000	
Dentures, Removable Teeth, Hearing Aids, Eyeglass and	\$200	
Contact Lenses		
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	
Weekly Income - Waiting Period 30 days	\$100	

The following is a summary of some of the limits, conditions and exclusions of the participant accident insurance.

BENEFITS

I. SCHEDULE OF SPECIFIC LOSS INDEMNITY

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

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

Loss of One Leg

Three-Fourths of the Principal Sum
Three-Fourths of the Principal Sum
Two-Thirds of the Principal Sum
One-Third of the Principal Sum
One-Third of the Principal Sum

Loss of Speech and Hearing in Both Ears The Principal Sum

Loss of Speech

Loss of Hearing in Both Ears

Loss of Hearing in One Ear

One-Half of the Principal Sum
One-Sixth of the Principal Sum
One-Sixth of the Principal Sum
Quadriplegia (total paralysis of both upper and lower limbs)

The

Principal SumParaplegia (total paralysis of both lower limbs)

Three-

Fourths of the Principal SumHemiplegia (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 17% of the Fracture Indemnity Sum Of the sternum 17% of the Fracture Indemnity Sum Of the arm, between elbow and shoulder 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

Of the knee (with open primary repair)

Of the shoulder (with open reduction)

Of the wrist

42% of the Fracture Indemnity Sum
33% of the Fracture Indemnity Sum
25% of the Fracture Indemnity Sum
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)

Ankle

20% of the Fracture Indemnity Sum

20% of the Fracture Indemnity Sum

17% of the Fracture Indemnity Sum

12% of the Fracture Indemnity Sum

12% of the Fracture Indemnity Sum

12% of the Fracture Indemnity Sum

C. The Insurer will pay in the event of:

Rupture of kidney (operative)

Rupture of liver

Rupture of spleen

Puncture of lung – with open surgery

Burns – requiring one or more skin grafts

27% of the Fracture Indemnity Sum
27% of the Fracture Indemnity Sum
23% of the Fracture Indemnity Sum

Knee – injured and requiring surgery (when there is no fracture or dislocation) 22% of the Fracture Indemnity SumBone operation – injured portion removed (when there is no fracture or dislocation) 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 coveredaccident, 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 adoctor'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, athletic therapist, 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

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; expenses are incurred within two years from the date of the accident;

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 causesfrom 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:

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 withthe 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 alegally qualified physician or surgeon.

EXCLUSIONS

The Insurer shall not be liable to pay benefit under this section in respect to bodily injuries caused directly or indirectly, solely orpartly

- 1. by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrectionor military power;
- 2. while the Insured Person is serving in the armed forces in time of war;
- 3. by bodily or mental infirmity of the Insured Person or by hernia either as a cause or effect, ptomaines, bacterial infections (exceptpyogenic infections which shall occur with and through an accidental cut or wound) or by any kind of disease;
- 4. by suicide or attempt thereof including any intentionally self-inflicted injury;
- 5. by air travel, except as provided in Special Conditions 4.
- 6. in whole or in part, out of "terrorism" or out of any activity or decision of a government agency or other entity to prevent, respondto or terminate "terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the bodily injury.

LIMITATIONS

- 1. If the Insured Person should sustain more than one of the losses described in Section I, II, or III above as a result of one accidentthe Insurer will pay the amount stated for each such loss up to but not exceeding in aggregate the amount referred to as the Principal Sum.
- 2. The maximum amount payable under this policy as a result of any one accident shall be \$1,000,000 in aggregate regardless of thenumber of Insured Persons injured.
- 3. Except as provided under Section III B, there is no benefit payable for purchase, repair or replacement of eyeglasses, contactlenses, or prescriptions therefor.
- 4. This policy will not pay for any benefits that are available under any government health insurance plan, whether the insured isenrolled in such a plan or not.
- 5. The Insurer will not pay any portion of an expense referred to in this policy which is payable under any insurance plan, or law orunder any plan or law that will pay the expense. With the exception of licensed ambulance expenses, all other expenses claimed herein must be presented or deemed medically necessary by a qualified medical practioner for the treatment or rehabilitation of the Insured Person.

- 6. In no case may an Insured Person be covered under more than one sports accident policy. Excess premium paid shall be refundedupon request.
- 7. This policy does not apply to and no benefits will be payable to professional athletes earning the major portion of their income from sports activity.

SPECIAL CONDITIONS

1. PRINCIPAL SUM

The Principal Sum shall be the amount specified in the Declarations as the Principal Sum.

2. **The Fracture Indemnity** amount shall be the amount specified in the Declarations as the Fracture IndemnitySum

3. PERMANENT TOTAL DISABILITY

If "such injuries" shall within 365 days from the date of accident totally and continuously disable the Insured Person and prevent the Insured Person from engaging in each and every occupation or employment for compensation or profit for which the Insured Person is reasonably qualified by reason of his/her education, training or experience and at the expiration of 365 days of such total and continuous disability the Insured Person shall, in the opinion of an independent legally qualified doctor of medicine chosen jointly by the Insured

Person and the Insurer, be considered to be totally and permanently disabled and prevented from performing any occupation or employment for compensation or profit for which the Insured Person is reasonably qualified by reason of his/her education, training or experience the Insurer will pay the Principal Sum benefit, less any benefit paid or payable under The Schedule of Specific Loss Indemnity.

4. AIR TRAVEL

The Insurer will pay benefits as provided for loss resulting from "such injuries" sustained while the Insured Person is travelling as a passenger in any civil aircraft or any transport type aircraft operated by the Transport Command of the Canadian Armed Forces or its foreign equivalent, but not as a pilot, officer or other member of the crew or having any duties related to the flight, provided;

A in respect to aircraft, other than aircraft operated by the Transport Command of the Canadian Armed Forcesor its foreign equivalent, a certificate of airworthiness is in force at the time "such injuries" are sustained; and

B. the aircraft is not being used for aviation training or practice purposes or for experimental or test purposes.

5. EXPOSURE AND DISAPPEARANCE

If by reason of a covered accident an Insured Person is unavoidably exposed to the elements and as the result of such exposure suffers a loss for which indemnity is otherwise payable hereunder, such loss will be covered under the terms of this policy.

If the Insured Person is not found within twelve months after the date of the disappearance, forced landing, stranding, sinking or wrecking of the conveyance in which the Insured Person was riding at the time of theaccident and under such circumstances as would otherwise be covered hereunder, it will be presumed the Insured Person suffered loss of life, resulting from bodily injury caused by an accident at the time of such disappearance, forced landing, stranding, sinking or wrecking.

6. TIME INSURED

This policy provides coverage for 24 hours of each day within the Policy Period.

7. LOSS PAYABLE

The benefits are payable only to the Insured Person that has sustained the loss or to the estate of the InsuredPerson that has sustained the loss.

DEFINITIONS

- 1. The unqualified word "Declarations" shall mean the Declaration Page(s) applicable to this form.
- 2. The term "Named Insured" shall mean the Insured named on the Declaration Page.
- 3. The term "Insured Person" shall mean the Insured named on the Declaration Page, if an individual; all partners of a partnership; the owner of an organization other than an individual or partners; and all executive officers, players, managers, coaches, trainers and members of officiating crews of the `Named Insured, and executive officers of member teams listed in the policy declarations.

4. The word "Loss" shall mean

- (a) as used in the Schedule of Specific Loss Indemnity,
 - with reference to quadriplegia, paraplegia and hemiplegia, the complete and irreversible paralysis of such limbs;
 - II. with reference to hand or foot, the complete severance through or above the wrist or ankle joint, butbelow the elbow or knee joint;
 - III. with reference to arm or leg, the complete severance through or above the elbow or knee joints;
 - IV. with reference to sight of eye, the irrecoverable loss of the entire sight thereof;
 - with reference to thumb and index finger, the complete severance through or above the first phalange;
 - VI. with reference to thumb or finger, the complete severance through or above the first phalange;
 - VII. with reference to hearing or speech, the total and permanent loss thereof;
- (b) complete and irreversible paralysis.
 - 4. Terrorism means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

STATUTORY CONDITIONS ACCIDENT AND SICKNESS INSURANCE

1. (1) THE CONTRACT

The application, the accident and sickness wording any document attached to the accident and sickness wording when issued, and any amendment to the contract agreed upon in writing after the accident and sickness wording is issued, constitute the entire contract, and no agent has authority to change the contractor waive any of its provisions.

(2) WAIVER

The insurer shall be deemed not to have waived any condition of this contract, either in whole or in part,unless the waiver is clearly expressed in writing signed by the insurer.

(3) COPY OF APPLICATION

The insurer shall, upon request, furnish to the insured or to a claimant under the contract a copy of the application.

2. MATERIAL FACTS

No statement made by the insured or person insured at the time of application for this contract shall be used indefence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

3. CHANGES IN OCCUPATION

- (1) If after the contract is issued the person insured engages for compensation in an occupation that is classified by the insurer as more hazardous than that stated in this contract, the liability under this contract is limited to the amount that the premium paid would have purchased for the more hazardous occupation according to the limits, classification of risks and premium rates in use by the insurer at the time the person insured engaged in the more hazardous occupation.
- (2) If the person insured changes his occupation from that stated in this contract to an occupation classified bythe insurer as less hazardous and the insurer is so advised in writing, the insurer shall either,
 - (a) reduce the premium rate, or
 - (b) issue a policy for the unexpired term of this contract at the lower rate of premium applicable to theless hazardous occupation,

according to the limits, classification of risks and premium rates used by the insurer at the date of receipt ofadvice of the change in occupation, and shall refund to the insured the amount by which the unearned premium on this contract exceeds the premium at the lower rate for the unexpired term.

4. RELATION OF EARNINGS TO INSURANCE

Where the benefits for loss of time payable hereunder, either alone or together with benefits for loss of time under another contract, including a contract of group accident insurance or group sickness insurance or of bothand a life insurance contract providing disability insurance, exceed the money value of the time of the person insured, the insurer is liable only for that proportion of the benefits for loss of time stated in this policy that themoney value of the time of the person insured bears to the aggregate of the benefits for loss of time payable under all such contracts and the excess premium, if any, paid by the insured shall be returned to him by the insurer.

5. TERMINATION BY INSURED

The insured may terminate this contract at any time by giving written notice of termination to the insurer by registered mail to its head office or chief agency in the Province, or by delivery thereof to an authorized agent of the insurer in the Province, and the insurer shall upon surrender of this policy refund the amount of premiumpaid in excess of the short rate premium calculated to the date of receipt of such notice according to the table inuse by the insurer at the time of termination.

6. TERMINATION BY INSURER

- (1) The insurer may terminate this contract at any time by giving written notice of termination to the insuredand by refunding concurrently with the giving of notice the amount of premium paid in excess of the prorata premium for the expired time.
- (2) The notice of termination may be delivered to the insured, or it may be sent by registered mail to the latestaddress of the insured on the records of the insurer.
- (3) Where the notice of termination is delivered to the insured, five days notice of termination shall be given; where it is mailed to the insured, ten days notice of termination shall be given, and the ten days shall beginn the day following the date of mailing of notice.

1. (1) NOTICE AND PROOF OF CLAIM

The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall,

- (a) give written notice of claim to the insurer,
- (i) by delivery thereof, or by sending it by registered mail to the head office or chief agency of theinsurer in the Province, or
- (ii) by delivery thereof to an authorized agent of the insurer in the Province, not later than thirty daysfrom the date a claim arises under the contract on account of an accident, sickness or disability;
- (b) within ninety days from the date a claim arises under the contract on account of an accident, sicknessor disability, furnish to the insurer such proof as is reasonably possible in the circumstances of the happening of the accident or the commencement of the sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, his age, and the age of the beneficiary if relevant; and
- (c) if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim may be made under the contract and as to the duration of such disability.

(2) FAILURE TO GIVE NOTICE OR PROOF

Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the accident or the date a claim arises underthe contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

8. INSURER TO FURNISH FORMS FOR PROOF OF CLAIM

The insurer shall furnish forms for proof of claim within fifteen days after receiving notice of claim, but wherethe claimant has not received the forms within that time he may submit his proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

9. RIGHTS OF EXAMINATION

As a condition precedent to recovery of insurance moneys under this contract,

- (a) the claimant shall afford to the insurer an opportunity to examine the person of the person insured whenand so often as it reasonably requires while the claim hereunder is pending; and
- (b) in the case of death of the person insured, the insurer may require an autopsy subject to any law of theapplicable jurisdiction relating to autopsies.

10. WHEN MONEYS PAYABLE OTHER THAN FOR LOSS OF TIME

All moneys payable under this contract, other than benefits for loss of time, shall be paid by the insurer withinsixty days after it has received proof of claim.

11. WHEN LOSS OF TIME BENEFITS PAYABLE

The initial benefits for less of time shall be paid by the insurer within thirty days after it has received proof of claim, and payment shall be made thereafter in accordance with the terms of the contract but not less frequentlythan once in each succeeding sixty days while the insurer remains liable for the payments if the person insured when required to do so furnishes before payment proof of continuing disability.

12. LIMITATION OF ACTIONS

An action or proceeding against the insurer for the recovery of a claim under this contract 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.

SPECIAL CONDITIONS

1) In the absence of any legislation in the Province or Territory in which the Insured resides. the StatutoryConditions hereinbefore contained shall nevertheless be deemed conditions applicable to this Policy.

- 2) No indemnity or benefit (other than for loss of life in circumstances rendering compliance with the terms of this condition impossible) shall be payable under this Policy for any loss unless the Insured shall be attended by a legally qualified medical practitioner, nor for any loss which does not occur or commence while this Policy is in force.
- 3) This Policy shall be incontestable as to the statements contained in the application after it has been in force during the lifetime of the Insured for two years from the Policy date except for such injuries sustained before the expiration of the two-year period.
- 4) No claim for such injuries sustained after two years from the inception date of the Policy shall be reduced or denied on the ground that a disease or physical condition had existed before the Policy date unless, on the date of sustaining such injuries, such disease or physical condition was specifically excluded from coverage by a waiver clause endorsed hereon.
- 5) Canadian currency clause: All limits of insurance, premiums, and other amounts as expressed in this Policy are in Canadian currency