



SOFTBALL BC

INSURANCE PROGRAM



Sport Liability Insurance (CGL)

Why Liability Insurance?

Because no matter how careful you are, accidents happen. And you can be sued by anyone who claims injury or damages resulting from your activities. You may not be liable, but you will need to be defended in court. A liability policy will pay for this defense as well as any costs awarded against you. In short, liability insurance gives you peace of mind.

Who is Insured?

All members of your organization, including executives, managers, coaches, trainers, officials, employees and volunteers while acting within the scope of their duties on your behalf.

Activities Covered

Sanctioned or authorized events within your sport discipline, including related training authorized by you.

Commercial General Liability (CGL) Insurance - \$5,000,000 Limit

The 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, passersby, property owners and others resulting from your operations or actions. Coverage includes your legal liability for injury to participants.

Including the following extensions:

- Premises, Property and Operations
- Products and Completed Operations
- Blanket Contractual
- Personal Injury (libel and slander)
- Employees as Additional Insured
- Cross Liability
- Non-Owned Automobile (in most cases) - \$2,000,000 Limit
- Tenants Legal Liability \$350,000

A deductible of **\$1000** applies to bodily injury, property damage and legal expenses claims.

Errors and Omissions Liability with Coverage for Directors & Officers

Directors and officers may be sued for actual or alleged errors or omissions while performing their duties as officials of the organization. D&O Lite/E&O insurance will pay those sums the organization, directors and officers become legally obligated to pay because of a wrongful act. Coverage is only for compensatory damages only. Compensatory damages are claims demanding a sum of money.

Limit Per Occurrence/Claim/Incident – **\$2,000,000**

Deductible – **\$1000**

CGL Exclusions *(Not an exhaustive list)*

- Virus, Bacteria, Disease & Contagion Exclusion
- Liquor Liability Exclusion
- Beer Gardens & Concessions Exclusion

Participant Accident (PA) Insurance

***Important Reminders:** The participant accident policy is a 3rd payer insurance policy. This means that it will only respond after the limits have been exhausted under the BC Medical Services Plan and any extended health plan (if applicable).*

Coverage for sanctioned practices, competitions, and tournaments. One plan covers all participants, managers, coaches, executives, and officials throughout the entire season.

For each separate accident the Plan pays:

Dental - Up to \$1000

When a **bodily 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, and the Insured obtains treatment in Canada for such **bodily injury** from a legally qualified dentist or dental surgeon and incurs related dental expenses, We will pay for the necessary expenses for such treatment rendered within 52 weeks of the accident. Payments for all treatment rendered

shall be limited to an aggregate of 100% of the Accidental Dental Accident Limit shown in the Declarations per any one Insured.

The following provisions also apply:

- I. All expenses must be incurred in Canada;
- II. Any payments made under this section shall not exceed the amount specified in the schedule of fees in effect at the time of the accident as published by the dental association of the province or territory in which the Insured receives such treatment;
- III. Capped or crowned teeth shall be deemed as whole or sound teeth;
- IV. No benefit will be payable for expense of dental treatment incurred for the cost of replacement, adjustment or repair of artificial teeth or dentures (except as otherwise provided herein), any orthodontic treatment, or any dental treatment provided solely for cosmetic or esthetic reasons.

Accidental Medical Expense Reimbursement Limit - \$10,000

If an Insured sustains **bodily injury** as a result of an result of accident, and within thirty (30) days from the date of the accident causing such **bodily injury**, an Insured who is insured under a Canadian provincial or territorial government health insurance plan obtains medical treatment in Canada from a legally qualified Physician and as a consequence of such **bodily injury** incurs expenses for any of the following para-medical services when recommended by a legally qualified Physician, Markel will reimburse the Insured for the following reasonable and necessary expenses:

- i. The services of a legally qualified physiotherapist, chiropractor or osteopath, limited to the amount specified on the Schedule Of Supplementary Benefits per accident;
- ii. The services of a legally qualified registered nurse;
- iii. The purchase of hearing aids (but not including repair or replacement of same);
- iv. Crutches, splints, orthotic devices, trusses, medical braces, rental of wheelchair or hospital bed;
- v. Prescription drugs, except in the Province of Quebec;
- vi. Casts and cast materials;
- vii. Licensed ambulance service;
- viii. Hospital services not covered by any federal or provincial government health insurance plan. Splints, orthotic devices and medical braces required primarily for sports activities are not covered.

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Reimbursement shall only be made provided that expenses are

- i. Incurred in Canada;
- ii. Incurred within fifty-two (52) weeks of the date of the accident causing **bodily injury**;
- iii. Incurred only for therapeutic and not elective treatment; and
- iv. Supported by an original receipts submitted to Us as proof of claim.

Physiotherapist, Chiropractor, Osteopath

\$100 per visit, \$500 any one insured.

Rehabilitation Benefit

Up to \$3,000

If an accident causes **bodily injury** to the Insured which requires that the Insured undergo special training in order to be qualified to engage in a special occupation in which they would have engaged except for such **bodily injury**, We will pay the reasonable and necessary expense actually incurred by any Insured but shall not exceed the amount specified on the Schedule Of Supplementary Benefits, nor shall payment be made for any expense incurred more than three years after the date of the accident, nor shall payment be made for room, board or other ordinary living, travelling or clothing expense.

Emergency Transportation Benefit

Up to \$50 for any one insured.

Eyeglasses and Contact Lenses Expense (Resulting from Injury)

Up to \$100 for repair or replacement of eyeglasses or contact lenses when damage results from an accident which required the Insured Person to receive treatment by a physician or dentist.

Participant Accident Exclusions (No Coverage)

a. Alcohol or Drugs

Any **bodily injury** resulting directly or indirectly, wholly or partially, from the Insured being under the influence of alcohol or cannabis or having taken drugs or narcotics unless prescribed by a legally qualified physician or surgeon and pursuant to that prescription.

b. Benefits Available Under Government Health Insurance Plan

Any benefits that are available under any government health insurance plan, whether the Insured is enrolled in such a plan or not.

c. Certain Medical Conditions

Any **bodily injury** resulting directly or indirectly, wholly or partially, from any of the following causes:

- I. Sickness, disease, incapacity or bodily infirmity either as a cause or effect;
- II. Suicide or any attempt thereof by the Insured while sane;
- III. Self-inflicted injury or any attempt thereof by the Insured while sane or insane;
- IV. Neuroses, psychoneuroses, psychotherapies, psychoses or mental or emotional disorders of any type;
- V. Sustained while the Insured is undergoing the medical or surgical treatment of sickness, disease or bodily or mental infirmity;
- VI. Stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis, aneurysm;
- VII. Infections of any kind regardless of how acquired, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes;
- VIII. Pregnancy, childbirth, miscarriage or abortion;
- IX. Hernia;
- X. Pre-existing medical or mental condition. However, **bodily injury** for which the treatment has not been rendered or treatment medically recommended for the past thirty consecutive months shall not be considered a pre-existing condition unless otherwise specifically excluded.
- XI. months shall not be considered a pre-existing condition unless otherwise specifically excluded.
- XII. excluded.

d. Criminal Activity

Any **bodily injury** occasioned or occurring while the Insured is committing or attempting to commit a criminal act or to which a contributing cause was the Insured being engaged in an illegal occupation or activity.

e. Expenses Covered Under Other Insurance

Any portion of an expense referred to in this Endorsement which is payable under any insurance plan or law or under any plan or law that will pay the expense. With the exception of licensed ambulance services expenses, all other expenses claimed herein must be presented or deemed medically necessary by a qualified medical practitioner for the treatment or rehabilitation of the Insured.

f. Other Participant Accident Policy

In no case may an Insured be covered under more than one participant accident policy. Excess premiums paid shall be refunded upon request.

g. Personal Articles

Except as otherwise provided herein there is no benefit payable for purchase, repair or replacement of personal articles such as helmets, equipment, dentures, eyeglasses, contact lenses or prescriptions therefore.

h. Professional Athlete

Any professional athletes earning the major portion of their income from sports activity.

Participant Accident Claim Procedures

Reminder:

The participant accident policy is a 3rd payer insurance policy. This means that it will only respond after the limits have been exhausted under the BC Medical Services Plan and any extended health plan (if applicable).

- It is the responsibility of the Insured to obtain an athletic accident claim form from the association or club executive.
- The Insured or parent/guardian shall fully complete the claim form.
- For reimbursement of dental or medical claims, the Insured shall have the attending dentist or physician complete the applicable form.
- The Insured shall submit the completed claim form to the association or club executive for their signed certification.
- Proof of claim, including a report from the attending dentist or doctor, must be submitted within 90 days of the date of the accident.
- Fully completed Athletic claim forms should be sent without delay to your respective contact.

Questions about insurance, coverages or procedures?

Contact us

SBC Insurance Agencies Limited
Office Hours: M-F 8:30am to 4:30pm
Email: info@sbcinsurance.com
Phone: 1-877-360-6648



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