

TRINITY SPORT PA

PARTICIPANT ACCIDENT

Policy Wording



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INSURING AGREEMENT

The Insurer does hereby agree with the Named Insured to insure all player members, managers and coaches of the Named Insured (hereinafter individually called the Insured Person) against loss resulting directly and independently of all other causes from accidental bodily injuries sustained while this policy is in force (hereinafter referred to as "such injuries") while and in consequence of

- 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.

BENEFITS

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	Two-Thirds of the Principal Sum
Loss of Thumb and Index Finger One	One-Third of the Principal Sum
Loss of One Thumb or One Finger One	One-Thirtieth of the Principal Sum
Loss of Speech and Hearing in Both Ears	The Principal Sum
Loss of Speech One	One-Half of the Principal Sum
Loss of Hearing in Both Ears One	One-Half of the Principal Sum
Loss of Hearing in One Ear One	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

II. SCHEDULE OF SPECIFIC LOSS INDEMNITY

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;

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 kneecap	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
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
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	8% of the Fracture Indemnity Sum

A. 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

B. The Insurer will pay in the event of

Rupture of kidney (operative)	27% of the Fracture Indemnity Sum
Rupture of 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	22% 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	20% of the Fracture Indemnity Sum

III. SUPPLEMENTARY BENEFITS

A. DENTAL ACCIDENT REIMBURSEMENT

The reasonable expenses incurred within 52 weeks of a covered accident to treat, repair or rebuild teeth damaged in the covered accident, 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 a doctor'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, chiropract or, 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 causes from 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:

- a) 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 with the Insured the Insurer **will** pay from the first day of disability following the Waiting Period of 14 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 a legally 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 or partly

1. by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or 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 (except pyogenic 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, respond to 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 accident the 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 the number of Insured Persons injured.
3. Except as provided under Section III - B, there is no benefit payable for purchase, repair or replacement of eyeglasses, contact lenses, or prescriptions therefor.
4. This policy will not pay for any benefits that are available under any government health insurance plan, whether the insured is enrolled 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 or under 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 practitioner 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 refunded upon 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

PRINCIPAL SUM

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

The Fracture Indemnity amount shall be the amount specified in the Declarations as the Fracture Indemnity Sum

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.

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; in respect to aircraft, other than aircraft operated by the Transport Command of the Canadian Armed Forces or its foreign equivalent, a certificate of airworthiness is in force at the time "such injuries " are sustained; and the aircraft is not being used for aviation training or practice purposes or for experimental or test purposes.

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 the accident 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.

TIME INSURED

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

LOSS PAYABLE

The benefits are payable only to the Insured Person that has sustained the loss or to the estate of the Insured Person 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.
3. The word "Loss" shall mean
 - A. as used in the Schedule of Specific Loss Indemnity,
 - (i) 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, but below 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;
 - (v) 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 contract or 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 in defence 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 by the 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 the less hazardous occupation , according to the limits, classification of risks and premium rates used by the insurer at the date of receipt of advice 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 both and 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 the money 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 premium paid in excess of the short rate premium calculated to the date of receipt of such notice according to the table in use 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 insured and by refunding concurrently with the giving of notice the amount of premium paid in excess of the pro rata 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 latest address 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 begin on the day following the date of mailing of notice.
7. (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 the insurer in the Province, or
- (ii) by delivery thereof to an authorized agent of the insurer in the Province, not later than thirty days from 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, sickness or 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 under the 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 where the 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 when and 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 the applicable 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 within sixty days after it has received proof of claim.

11. WHEN LOSS OF TIME BENEFITS PAYABLE

The initial benefits for loss 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 frequently than 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 Statutory Conditions 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