

Endorsement



Policy Number: CAS800801-01
Insured: BRITISH COLUMBIA LACROSSE ASSOCIATION
Effective Date: March 29, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #13

SPORT PARTICIPANT ACCIDENT COVERAGE

This Endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM
COMMERCIAL GENERAL LIABILITY POLICY - CLAIMS MADE FORM

A. PART I - COVERAGES is amended by adding the following:

COVERAGES - SPORT PARTICIPANT ACCIDENT

1. Insuring Agreement

- a. We will indemnify each Insured because of **bodily injury** or death arising out of an accident to which this Endorsement applies, up to a maximum per Insured of the benefit amount scheduled in this Endorsement. No other obligation or liability to pay sums or perform acts or services is covered.
- b. This Endorsement applies to **bodily injury** only if:
 - i. The **bodily injury** is caused by an accident;
 - ii. The accident occurs during the **policy period**; and
 - iii. The accident occurs while the Insured is participating in or training for a **sanctioned event**.

2. Accidental Death And Dismemberment Benefits

- a. Where an accident causes death or any of the following losses within 365 days of the accident, We will pay a percentage of the Accidental Death And Dismemberment Limit shown in the Declarations. The maximum amount We will pay for such loss in any one accident is as follows:
 - i. Death _____ 50% any one Insured
 - ii. Loss of two or more limbs or total and irrecoverable loss of sight of both eyes or hearing in both ears or any combination thereof _____ 100% any one Insured
 - iii. Loss of one limb or total and irrecoverable loss of sight of one eye or total hearing in one ear _____ 75% any one Insured
 - iv. Loss of thumb and index finger _____ 10% any one Insured

- v. Quadriplegia (complete paralysis of both upper and lower limbs) 100% any one Insured
 - vi. Paraplegia (complete paralysis of lower limbs) 100% any one Insured
 - vii. Hemiplegia (complete paralysis of upper and lower limbs of one side of the body) 100% any one Insured
 - viii. Any **bodily injury** which prevents the Insured from engaging in any occupation or employment for which they are reasonably suited by education, training or experience continuously for a period of 12 months from the date of the accident and is deemed to be permanent or irrecoverable. 100% any one Insured
- b. Benefits with respect to quadriplegia, paraplegia and hemiplegia require total paralysis of the limbs which shall have been continuous for a period of 12 months from the date of the accident and is deemed to be permanent and irrecoverable.
- c. Indemnity provided with respect to items 2 a. i. through viii. will not be paid under any circumstances for more than one of the losses, the greatest, sustained by any one Insured as the result of any one accident.

3. Schedule of Supplementary Benefits

The maximum We will pay for supplementary benefits per any one accident is a percentage of the applicable limit shown in the Declarations, or the amount shown in the Schedule below:

- a. Accidental Medical Expense Reimbursement 100% of the Blanket Medical Expense Limit shown in the Declarations, any one Insured
 - i. Physiotherapist, chiropractor, osteopath \$100 per visit \$500 any one Insured
- b. Accidental Dental Expense Reimbursement 100% of the Blanket Dental Accident Limit shown in the Declarations, any one Insured
- c. Prosthetic Appliances \$3,000 any one Insured
- d. Rehabilitation Benefit \$3,000 any one Insured
- e. Tuition Benefit \$2,000 any one Insured
- f. Special Treatment Travel Expense Benefit \$150 per day \$1,000 any one Insured
- g. Out of Province - Excess Surgical and Medical Accident Benefits (applicable only within Canada) \$10,000 any one Insured
- h. Emergency Transportation Benefit \$50 any one Insured
- i. Eyeglass & Contact Lens Expense \$100 any one Insured
- j. Dentures, Hearing Aids and Removable Teeth Expense \$200 any one Insured
- k. Fracture or Dislocation Benefit (including Greenstick Type Fracture)
 - i. of the skull (depressed) \$500 any one Insured
 - ii. of the skull (not depressed) \$500 any one Insured
 - iii. of the spine (one or more vertebrae) \$250 any one Insured
 - iv. of the lower jaw (alveolar process accepted) \$75 any one Insured
 - v. of the upper jaw \$75 any one Insured
 - vi. of the shoulder (dislocation) \$50 any one Insured
 - vii. of the clavicle (collar bone) \$75 any one Insured
 - viii. of the scapula (shoulder bone) \$75 any one Insured
 - ix. of the elbow \$50 any one Insured
 - x. of the hip \$125 any one Insured
 - xi. of the pelvis \$125 any one Insured
 - xii. of the thigh (femur) \$125 any one Insured
 - xiii. of the knee cap \$100 any one Insured
 - xiv. of the sacrum or coccyx \$100 any one Insured
 - xv. of the sternum \$50 any one Insured

xvi. of the leg (tibia or fibula)	\$100 any one Insured
xvii. of the upper arm (humerus)	\$100 any one Insured
xviii. of the forearm (radius or ulna)	\$100 any one Insured
xix. of the hand or wrist (other than phalanges)	\$100 any one Insured
xx. of the foot (other than phalanges)	\$100 any one Insured
xxi. of the ankle	\$50 any one Insured

4. Supplementary Benefits

a. Accidental Medical Expense Reimbursement

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, We 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.

Reimbursement shall only be made provided that expenses are

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

This benefit is in excess of any similar benefit provided under any other insurance, policy or plan, including but not limited to a policy of automobile insurance and any federal or provincial hospital, medical or drug plan. The maximum amount payable under this section is 100% of the Accidental Medical Expense Limit shown in the Declarations per any one Insured.

b. Accidental Dental Expense Reimbursement

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.

c. Prosthetic Appliances

When prescribed by a physician or surgeon and purchased within 52 weeks of the date of accident, We will pay benefits for expenses incurred for artificial limbs and/or eyes up to a maximum of the amount specified on the Schedule Of Supplementary Benefits, for each **bodily injury** resulting in a loss requiring such an appliance. This does not include repairs, adjustments or replacement of same.

d. Rehabilitation Benefit

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.

e. Tuition Benefit

When, after 14 days from the date of the accident, a **bodily injury** shall disable totally and confine the Insured to their residence for a period in excess of 40 consecutive days, We will pay the expense incurred within six months from the date of the accident for tutorial services of a qualified teacher holding a current Provincial Ministry of Education Teaching Certificate for the grade attained by the Insured at a rate not to exceed \$20 per hour. In addition, We will pay for rental of necessary equipment and required program software as suggested and approved by the Board of Education in which the Insured is in attendance. All benefits payable under this section are subject to an aggregate amount as specified on the Schedule Of Supplementary Benefits.

f. Special Treatment Travel Expense Benefit

If within 52 weeks of the date of the accident a **bodily injury** requires special treatment that cannot be obtained in the municipality of the Insured's residence We will pay up to a maximum of the amount specified on the Schedule Of Supplementary Benefits for travel expense incurred away from home.

g. Out Of Province Excess Surgical And Medical Accident Benefits

If **bodily injury** is sustained by an Insured outside the province in which they are normally domiciled, but inside Canada, and they shall within 30 days from the date of an accident necessitate the services of a licensed Doctor of Medicine, Osteopath or Chiropractor, and incur additional expenses such as surgical operations, hospital expenses, taking of x-rays, laboratory services or anaesthetist fees, We will pay for such charges for services outside the province of residence, but inside Canada, up to a maximum of the amount specified on the Schedule Of Supplementary Benefits, excess of the benefits available under any Canadian federal or provincial hospital and/or medical plan regardless of whether or not the insured person is enrolled in such a plan.

h. Emergency Transportation Benefit

If a **bodily injury** requires immediate medical treatment, We will pay the reasonable expense incurred in transporting the Insured to a doctor's office or nearest hospital other than by a licensed ambulance service subject to a maximum payment of the amount specified on the Schedule Of Supplementary Benefits.

i. Eyeglass And Contact Lens Expense (Resulting From Injury)

If **bodily injury** requires and receives treatment by a physician or dentist

- i. and also results in the breakage of eyeglasses or loss or breakage of a contact lens or lenses of the Insured, We will pay the actual cost of repair or replacement of the eyeglasses or contact lens or lenses up to a maximum of the amount specified on the Schedule Of Supplementary Benefits, in respect to all such replacements or repairs during the term of this Policy; or
- ii. results in the purchase of eyeglasses upon the advice of a physician when they were not required nor worn previously We will pay the reasonable and necessary expense thereof up to a maximum of the amount specified on the Schedule Of Supplementary Benefits.

j. Dentures, Hearing Aids And Removable Teeth Expense (Resulting From Injury)

If **bodily injury** requires treatment by physician or dentist within 30 days of the date of the accident and results in the breakage of dentures, hearing aids, or a removable artificial tooth or teeth of the Insured, We will pay the actual cost of repair or replacement of said dentures, hearing aid or artificial tooth up to a maximum of the amount specified on the Schedule Of Supplementary Benefits, in respect to all such repairs or replacements during the term of this Policy.

k. Fracture Or Dislocation Indemnity

When a **bodily injury** results in any of the fractures or dislocations listed on the Schedule Of Supplementary Benefits, We will pay the amount specified for such fractures or dislocation provided that not more than one such amount (the largest) shall be payable as the result of any one accident.

5. Exclusions

This Policy does not apply to:

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 thereat by the Insured while sane;
- iii. Self-inflicted injury or any attempt thereat 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.

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 therefor.

h. Professional Athlete

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

- B. For the purposes of the coverage provided by this Endorsement, PART I - COVERAGES, COMMON EXCLUSIONS - COVERAGES A, B AND D shall also apply to COVERAGE - SPORT PARTICIPANT ACCIDENT.
- C. For the purposes of the coverage provided by this Endorsement, PART III - WHO IS AN INSURED is deleted in its entirety and replaced by the following:

PART III - WHO IS AN INSURED

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A **sports participant** is an Insured under this Policy.

- D. For the purposes of the coverage provided by this Endorsement, PART IV - LIMITS OF INSURANCE, A. LIMITS is amended by adding the following:

The Any One Insured Limits shown in the Declarations and in this Endorsement is the most We will pay for benefits covered by this Endorsement because of **bodily injury** to one or more Insureds in any one accident; and

The Aggregate Limit is the most We will pay under COVERAGE - SPORT PARTICIPANT ACCIDENT for benefits covered by this Endorsement and arising out of one accident, regardless of the number of Insureds. In the event the Aggregate Limit is insufficient to pay the full amount of indemnity for each Insured, then the amount payable for each Insured shall be in the proportion that the Aggregate Limit for any one accident bears to the total amount of insurance that would have been payable except for such Aggregate Limit.

- E. For the purposes of the coverage provided by this Endorsement, PART V - COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 9. Duties In The Event Of Occurrence, Offence, Claim Or Suit is deleted and replaced by the following:

9. Duties In The Event Of An Accident

- a. You must see to it that We are notified in writing of an accident which may result in a claim no later than 30 days from the date of such accident. Notice should include:
 - i. How, when and where the accident took place; and
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any **bodily injury** arising out of the accident.
 - b. You must furnish to Us on forms provided such proof of claim as is reasonably possible within 90 days of the date of such accident;
 - c. You must furnish to Us a certificate as to the cause and nature of the injury for which the claim is made from a legally qualified medical or dental practitioner if so required by Us.
 - d. In the event of a claim by reason of death of an Insured, We shall be entitled to receive on forms provided by Us due proof of such death, as well as of the title and right of the claimant. Any **suit** or proceedings against Us for the recovery of any claim under this Endorsement 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.
- F. For the purposes of the coverage provided by this Endorsement, the following is added to PART V - COMMERCIAL GENERAL LIABILITY CONDITIONS:

Accidental Death

If an Insured dies while insured hereunder, We will, subject to the provisions set forth in this Endorsement, pay to the Estate of the Insured the amount of benefit to which the Insured would have

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been entitled.

G. For the purposes of the coverage provided by this Endorsement, PART VI - DEFINITIONS, Definition 6. Bodily Injury is deleted and replaced by the following:

6. Bodily injury means bodily injury or death sustained by a **sports participant** and caused directly by an external violent, sudden or fortuitous accident independent of any sickness or other cause.

H. For the purposes of the coverage provided by this Endorsement, the following are added to PART VI - DEFINITIONS:

48. Sport participant means Your:

- a. Members, provided such individuals' names are on file with the governing bodysports association listed in the Declarations as being insured under this Policy;
- b. Coaches, trainers, instructors or referees; or
- c. Executive officers and executive officers of Your member teams;

49. Sanctioned events means practices, events, tournaments, matches, training and/or instruction conducted by an authorized event organizer that has received formal approval by You, or an **employee** authorized by You, to give such approval. Approval must either be by way of a written procedure manual or a specific agreement in writing.

Sanctioned events include being transported with other members as a group (three or more) to or from the place of a **sanctioned event**, as arranged by the governing bodysports association listed in the Declarations. In the case of travel by air, the insurance provided by this Endorsement shall only apply to travel on a multi-engined transport type aircraft operated by a licensed airline maintaining published schedules, or a licensed charter airline.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

A handwritten signature in black ink, consisting of a large, stylized 'S' or 'Z' shape, written over a horizontal line.