

HOCKEY CANADA INSURANCE PROGRAM ASHN/ASHL 2021-2022



ALSO AVAILABLE AT: [HockeyCanada.ca/Insurance](https://www.HockeyCanada.ca/Insurance)

This insurance coverage is part of a Trust Agreement. The extent of this agreement cannot be accurately reflected in a booklet the size of Safety Requires Teamwork.

Therefore, this section contains a general description of the Hockey Canada Insurance Program and its features. **If there is a discrepancy between this section and the master policy, the terms and provisions of the master policy shall take precedence.**

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NEGLIGENCE: THE REALITY OF LITIGATION

Everyone realizes that accidents sometimes happen. A little thought will lead to an equally clear conclusion – sometimes an accident could have been avoided by exercising more care. Sometimes “accidents” which lead to injuries were caused by negligence.

Negligence is a legal concept of fault or blameworthiness which, stripped of complicated terminology to its essential components, means that someone failed to do something they should have done, or did something they should not have done. The standard of conduct the law expects is that of the reasonable person, having regard to all the factual circumstances of the case.

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Where an injured person (the Plaintiff) believes that their injuries were caused by the negligence of someone else, they have the right to commence a lawsuit claiming an amount of money (damages) from the allegedly negligent person (the Defendant). Damages may be claimed for losses of two types: monetary losses, such as medical expenses, loss of wages and the costs of care; and non-monetary losses for pain and suffering and loss of enjoyment of life.

In our legal system, the issues raised in lawsuits by the Plaintiff and the Defendant are often decided after a trial by a trial judge or judge and jury. The Plaintiff has an onus of proving both the negligence of the Defendant and the amount of the damages they claim on a “balance of probabilities.” This means the Plaintiff must show, through evidence, that it is more likely than not that the Defendant failed to do what was reasonable in all the circumstances of the case, and that the Defendant’s unreasonable conduct caused the Plaintiff to suffer harm of some kind.

The amount of damages which a court might award to an injured Plaintiff will vary depending on the severity of the injuries suffered. A very serious, permanent injury which was caused by negligence may legitimately lead to significant damage awards. Even relatively minor injuries, from which the Plaintiff makes a full recovery, may justify an award of thousands of dollars in damages. Damages are not, in the great majority of cases, intended to fine or punish the Defendant. They are only to compensate the Plaintiff.

The litigation process may be slow moving. Cases often take several years or even longer to reach trial. It frequently appears inefficient or cumbersome to those involved in lawsuits. Any lawsuit will cause the parties on both sides a certain amount of anxiety, inconvenience and expense. Involvement in a lawsuit is seldom an experience that is enjoyed by anyone, whether Plaintiff or Defendant.

There are risks of injury in almost every activity. Hockey is a vigorous, physical game played at high speeds, which carries with it obvious inherent hazard risks, both to participants and to spectators. The courts recognize that the standards of reasonable conduct applicable to hockey players

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during practices and games are not the same standards which apply on the streets or at social gatherings. However, hockey players are not immune from potential liability for negligence. Deliberate cheap shots and fighting which result in injury to other players may well lead to legal liability. Where it results in physical injuries to another person, unnecessary roughhousing, showing off or fooling around which isn't part of the game might also be criticized by the courts, whether it occurs on the ice, on the bench or in the dressing room. Coaches and others who encourage or condone such actions might also be held responsible for any injury that results. All participants should attempt at all times to ensure that hockey is played cleanly and fairly, that dangerous activities which are not part of the game are avoided, and that everyone treats others with the same care, consideration and respect he or she hopes to receive in return. The reason isn't only to avoid potential lawsuits. Remember, no amount of money, no matter how large, can restore the physical health, remove the scars or erase the pain of an injured person.

PURPOSE OF THE INSURANCE PROGRAM

The Hockey Canada Insurance Program assists in ensuring that adequate financial resources are in place to compensate those who are injured or who have suffered a financial loss as the result of their involvement in hockey. It involves good financial management, so that funds are in place to meet claims obligations when they fall due. It also includes establishing control mechanisms so that only genuine claims are reimbursed.

Insurance is one important method of handling claims, but only when it is practical, possible and cost-effective. Ironically, insurance is not available to cover many hockey-related risk exposures, as many times the desired coverage is simply unaffordable.

Hockey Canada has constructed a national insurance program to provide financial resources to help deal with the cost of risks which confront organized hockey.

Hockey is managed primarily by extremely dedicated volunteers. The real

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purpose of this section is to provide guidance when decisions are being made which may affect the degree of risk assumed by a league or team.

Every effort has been made to make this section as helpful and comprehensive as possible. If any doubt remains about a specific situation, please consult the Hockey Canada national office.

ARE YOU COVERED?

Hockey Canada and its Members are specifically named as an insured, and all sub-associations, leagues and teams which form a part of Hockey Canada. It includes any officer, director, employee, coach, volunteer worker, instructor, referee or participant of a committee **while acting within the scope of their duties**. It includes participants of any teams, leagues, Member teams, division teams, national teams or international teams provided all are registered with or affiliated with Hockey Canada. It includes any sponsor of any team, but only with respect to their liability as such; and it includes any owner of any insured team.

Note: A volunteer is a non-paid person donating their time and who is assigned specific duties and for whom a premium has been paid.

When are you covered?

1. Hockey Canada/Member-sanctioned events (league games, tournaments, practices, training camps, sanctioned fundraisers) when playing Member teams only!
2. Transportation directly to and from the arena or venue.
3. Accommodations while billeted or at a hotel during a Hockey Canada/Member-sanctioned hockey activity.

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FEATURES OF THE INSURANCE PROGRAM

Types of coverage

COVID-19 PANDEMIC

Under Hockey Canada's current General Liability policy, the following is the definition for 'bodily injury':

"Bodily injury" means bodily injury, sickness, disease, mental injury, mental anguish or nervous shock sustained by a person, including death resulting from any of these at any time.

As it relates to COVID-19, that would fall within the definition – more specifically, under disease.

Liability claims against Hockey Canada always need to be proven by the third party, so continuing to update and enforce risk-management guidelines as new risks emerge, such as COVID-19, are imperative. Understand that Hockey Canada and its Members are actively working on updating risk-management protocols related to Return to Hockey guidelines post-COVID-19.

As with all claim scenarios, the insurance company would investigate all claims presented against any Member of Hockey Canada that falls within the 'bodily injury' definition and would confirm coverage based on the framing of the allegations.

It will also be important to review new municipal rink/private rink facility contracts post-COVID-19 for all rentals; in all likelihood, they will now contain a new clause which absolves the municipality/private facility owners of any liability related to COVID-19.

New lease agreements will need to be carefully scrutinized given that organizations will potentially have little control over cleaning/sanitizing of rented premises and shouldn't be expected to take on all liability related to COVID-19 in these facilities.

Finally, it should be noted that many insurance companies are implementing Communicable Disease/COVID-19 exclusions on all policies either immediately, or upon renewal. Hockey Canada can advise that AIG, who is

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Hockey Canada's primary General Liability insurer, has agreed to waive this exclusion in the General Liability policy until Sept. 1, 2023. Hockey Canada will NOT have this exclusion in its policy until that date, at the earliest.

General Liability

The liability coverage is designed to cover Hockey Canada registered participants for their on- and off-ice activities while participating in Hockey Canada-sanctioned hockey events.

This coverage responds on behalf of an individual who has paid a premium or had a premium paid on their behalf, and who is named as a defendant in a lawsuit alleging that, that individual was negligent doing whatever it was they were alleged to have done or did not do what they should have done and thereby contributed to the personal injury the claimant incurred.

The Hockey Canada Liability Policy will provide up to \$20,000,000 of coverage with respect to a single liability occurrence, as dictated by the terms and conditions of the policy.

The policy is designed to cover those events a team would typically be involved in. For example, if a local hockey association was to rent a bus and driver to transport a team to a game or tournament sanctioned by the Member, and if that vehicle was in an accident and a number of players suffered serious injuries and a lawsuit ensued, then the liability coverage placed on that vehicle by the owners would respond to any claims which might arise, and should that coverage be insufficient to respond to all of the damages awarded, then the Hockey Canada coverage/policy would respond as the secondary carrier to the maximum allowable by the policy.

As identified, the Hockey Canada Liability Coverage is a General Liability insurance policy designed to respond on behalf of any of the registered participants in the game including players, coaches, managers, trainers, on- and off-ice officials and volunteers.

This policy is a Personal Injury and Property Damage policy.

Personal Injury - Example, a player receives a serious injury during a sanctioned game and as a result of that injury, a lawsuit arises. If you, as

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a coach, are named as one of the defendants in that lawsuit, alleging that you were negligent by “not doing something you should have done” or “doing something you should not have done,” then the Hockey Canada Liability policy would respond on your behalf in defending you in that action from the first dollar.

Property Damage - Example, a team was in its dressing room prior to the start of the game, and while the coach was absent, a number of players started ‘horsing-around’ which resulted in damage being done to the walls of the dressing room. A claim was made by the facility owner for recovery of costs incurred to repair the damage. If the coach was named as being negligent for not properly supervising the players, then the Hockey Canada policy would defend their interests. It should be pointed out that in the property damage area of the policy there is a \$50,000 deductible. In addition, it should be noted that there are exclusions within the policy wherein the policy would not respond on behalf of any individual where it is shown that the claim has arisen as a result of an intentional act by the defendant.

Accidental Death & Dismemberment (AD&D) - AD&D insurance covers very serious, permanent injuries that might occur while participating in a Hockey Canada/Member-sanctioned activity. This coverage is in addition to any other valid and collectable insurance policy.

Eligibility

Class 1 - All members of registered teams (ADULT REC-CANLAN: ASHN / ASHL) including but not limited to coaches, trainers, assistants, referees, league/association executives, Hockey Canada personnel [administrators, off-ice officials and other designated persons]) of the policyholder.

Class 2 - All volunteer members of the policyholder who are under the age of 80.

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BENEFITS

The company shall pay the amount specified in the Table of Losses, if an insured person sustains a loss stated therein resulting from injury, provided that:

- a) such loss occurs within 365 days after the date of accident causing such loss;
- b) the amount of the benefit payable for any such loss shall be the amount set out in the Table of Losses for that specific loss; and
- c) if more than one loss is sustained as the result of any accident, only one benefit, the largest, shall be payable.

Table of Losses:

Loss of life	\$25,000
Loss of entire sight of both eyes	\$50,000
Loss of speech and hearing in both ears	\$45,000
Loss of one hand and the entire sight of one eye	\$45,000
Loss of one foot and the entire sight of one eye	\$45,000
Loss of the entire sight of one eye	\$35,000
Loss of speech	\$30,000
Loss of hearing in both ears	\$30,000
Loss of hearing in one ear	\$15,000
Loss of all toes of one foot	\$15,000

Loss of or loss of use of:

Loss of use of both hands	\$45,000
Loss of use of both feet or both legs	\$45,000
Loss of use of one hand and one foot	\$45,000
Loss of use of one arm	\$30,000
Loss of use of one leg	\$30,000
Loss of use of one foot	\$30,000
Loss of or loss of use of thumb and index finger of the same hand	\$15,000

Paralysis

Class I

Quadriplegia (total paralysis of both upper and lower limbs)	\$1,000,000 under 70
Paraplegia (total paralysis of both lower limbs)	\$1,000,000 under 70
Hemiplegia (total paralysis of upper and lower limbs of one side of the body)	\$1,000,000 under 70
Serious brain injury resulting in permanent total disability	\$1,000,000 under 70

Class II

Quadriplegia (total paralysis of both upper and lower limbs)	\$50,000 under 80
Paraplegia (total paralysis of both lower limbs)	\$50,000 under 80
Hemiplegia (total paralysis of upper and lower limbs of one side of the body)	\$50,000 under 80
Serious brain injury resulting in permanent total disability	\$50,000 under 80

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Other coverages directly related to the AD&D policy and when applicable include:

Emergency travel benefit	\$250
Funeral expense	\$10,000
Eyeglasses and contact lens expense	\$250
Rehabilitation benefit	\$25,000
Home alteration and vehicle modification	\$25,000
Repatriation benefit	\$25,000
Tutorial fee benefit	\$5,000
Physiotherapy, massage therapy, acupuncture	\$15,000

Critical Incidence Stress Counseling:

Off-ice maximum per incident per insured	\$2,000
For all insureds	\$10,000
On-ice maximum per incident	\$25,000

Major Medical/Dental Coverage

This insurance augments provincial, medical and hospital plans. It covers players, coaches, trainers/safety people, referees and other designated volunteers against accidents which occur during participation in a Hockey Canada/Member-sanctioned activity.

The plan is designed to provide coverage for those who might otherwise not be covered by any other group health insurance plan. It can also serve as a supplement to other similar coverage an individual or family may hold, to achieve maximum allowable coverage. It is not applicable as an addition when another plan's coverage meets or exceeds the allowable amount.

Dental: This coverage operates under the same guidelines as the Major Medical coverage.

Accidental Dental Expense Benefit

When accidental injury to whole or sound teeth shall, within 30 days, require treatment, the plan will pay for reasonable expenses actually incurred within 52 weeks after the date of the accident.

Maximum: \$1,250 per tooth (up to a \$2,500 maximum)

If, due to the age of the covered members, dental development is not sufficient to permit treatment within 52 weeks, a report from the dentist or

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dental surgeon is required within 90 days of the date of accident, stating pertinent facts as to the damage. On receipt of a satisfactory report, the incurred expenses will be paid, subject to a maximum future treatment limit of \$ 2,500. Capped or crowned teeth shall be deemed as whole or sound.

Accidental Medical Treatment Benefit

When by reason of injury, and within 30 days from the date of the accident, the insured person requires medical treatment or incurs expenses for any of the following services, while under the regular care and attendance of a legally-qualified physician or surgeon who is not a member of the immediate family of the insured person with respect to items below:

1. Private duty nursing by a licensed graduate nurse (R.N.) who does not ordinarily reside in the insured person's home or is not a member of their immediate family.
2. Ambulance transportation, when such service is provided by a professional ambulance service of the nearest approved hospital which is equipped to provide the required and recommended necessary treatment, ambulance expenses will be reimbursed at 100%.
3. Hospital services for which benefits are not provided by any federal or provincial government hospital insurance plan administered by the province or territory in which the insured person normally resides, whether paid or not.
4. Rental of a wheelchair, iron lung and other durable equipment for therapeutic treatment, not to exceed the purchase price prevailing at the time rental became necessary.
5. Fees of a licensed physiotherapist, athletic therapist, registered massage therapist, chiropractor or osteopath recommended by a legally-qualified physician or surgeon, will be re-imbursed up to \$500 in any one hockey season. No payments will be made to any team personnel who refer players to their clinic for treatment. (Medical equipment related to therapy would be considered under the \$500 per year maximum.)
6. Drugs and medicines purchased by prescription made by a physician or surgeon.
7. Miscellaneous expenses such as hearing aids, crutches, splints, casts, trusses and braces, but excluding replacement there of.

Hockey Canada will pay the necessary expenses actually incurred, therefore, by or on behalf of an insured person within 52 weeks after the date of the

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accident, not to exceed the amount of \$5,000 as a result of any one accident. Any sub-limits or co-insurance indicated shall apply.

Hockey Canada shall not be liable for any expense incurred for treatment or services by a legally-qualified physician or surgeon.

This policy is subject to and shall not contravene any federal or provincial statutory requirement with respect to hospital and/or medical plans, nor shall it duplicate any benefits which are provided under any federal or provincial hospital or medical plans, or any other providing a reimbursement expense.

Prosthetic appliance benefit

Will pay all reasonable costs for the purchase of artificial legs, eyes, etc., necessitated by accidental injury.

Maximum \$1,000

Tutorial expense benefit

In the event an accident confines the insured person to their residence or hospital for a period in excess of 40 consecutive school days, within 30 days of the accident, the cost of tutorial expenses of a qualified teacher will be paid to a maximum of \$10 per hour.

Maximum \$2,000

Emergency taxi and travel expense benefit

Will pay the reasonable expense incurred for a licensed taxi to transport the insured person to the nearest hospital or a doctor's office, where immediate medical attention is required. In certain circumstances, Hockey Canada will consider the reimbursement of fuel for a volunteer who provides the same service due to immediate need of medical attention.

The travel expense benefit will pay the cost of all reasonable travel expenses incurred as a result of an accidental injury. Treatment must begin within 30 days of an accident for coverage to apply.

Maximum: \$140 per accident

Note: For the emergency taxi benefit and travel expense, all bills or receipts must be submitted.

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Loss of Income Support Benefit

In the event an accident results in the insured person incurring complete loss of earnings in excess of 14 consecutive days, they shall be provided partial reimbursement for those earnings lost for the next 30-day period. This is based on a \$250 per week/\$1,000 per claim limit. This benefit is not intended to reimburse for missed officiating assignments, or act as a supplement to any other loss of income benefit such as employment insurance, sick leave, long- or short-term disability or a reduced income due to the injury. Proper documentation of the lost earnings in the form of a Statement of Earnings and Deductions will be required.

Maximum: \$250/week, 14-day waiting period

Maximum: \$1,000/claim, 14-day waiting period

Concussion Injuries

Concussion injuries involve many different interventions. Hockey Canada will consider the following coverage related to a concussion which has been diagnosed by a physician:

1. Physiotherapy under the current maximum of \$500 per year.
2. Neuropsychology, which falls under the current physiotherapy maximum per year.
3. Tutorial expenses as previously described.

Note: Hockey Canada insurance does not cover expenses for baseline testing.

Hockey Canada accident insurance benefits do not cover:

1. Benefits eligible for payment by an employee's private medical and/or dental plan. The plan acts as second "payer" in all cases and can be used for deductibles/coinsurance not paid by the first "payer."
2. Any benefits provided or paid by any government hospital or medical plans, whether or not the injured person is included in such plan. There are no payments for any non-resident who plays hockey in Canada without some form of primary coverage.
3. The purchase, repair or replacement of eyeglasses or contact lenses, or prescriptions thereof.
4. Sickness or disease either as a cause or effect.
5. Injury resulting from war or any act of war, whether declared or undeclared.
6. Air travel, except as a fare-paying passenger in an aircraft with a certificate of air worthiness to/from a Hockey Canada/Member-sanctioned activity.

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7. The expenses of a knee brace or similar device, the use of which is solely to allow an insured person to participate in a hockey game or practice.
8. Any expenses not submitted within 365 days of the date of the accident.
9. Any accident report forms not submitted within 90 days of the accident.
10. Equipment replacement.

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Important Notes

If traveling outside of Canada for a sanctioned hockey related activity the Hockey Canada accident/dental coverage is considered secondary.

Participants **MUST** purchase appropriate out of country medical coverage to act as their primary insurer in the country they are visiting.

Always check the exclusions in the medical coverage you purchase to ensure it meets the needs of your team.

If traveling to a different Province to play participants should check with their Provincial/Territorial Health Care provider to confirm coverages in the Province/Territory being visited.

Players from outside of Canada coming into Canada to play on a Hockey Canada sanctioned team must purchase primary medical coverage for the time they will be residing here. The Hockey Canada accident/dental coverage acts as a secondary provider only.

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HOW TO MAKE A CLAIM

- 1.SECURE** a Hockey Canada Injury Report Form (link below) from your team or league.
- 2.COMPLETE** the form in its entirety. Have your team official complete the team section and your doctor/dentist complete the back of the form.
- 3.SUBMIT** the fully-completed form to the address on the form along with any receipts or invoices within 90 days of the date of accident. Additional receipts may be submitted within 365 days of the date of the accident.

NOTE:

- Only injury report forms received within 90 days of the date of accident will be accepted.
- Forms must be completed in their entirety or the forms will be returned.
- Only original receipts and/or invoices are acceptable.
- Hockey Canada is strictly a supplemental insurer. If you have access to any other insurance, you must pursue coverage through them first. Hockey Canada shall cover those costs not covered by your primary insurance, subject to our policy limits.

Injury report form available for download at:

ashl.ca/player-insurance