

# HKMB

p r e s e n t s

***MASTERS SWIMMING  
ONTARIO***

**2002 Insurance Handbook**

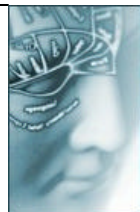
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Section One:

**Overview Of Insurance Program**

The purpose of this summary is to set out briefly the primary points of the insurance program which it has been our pleasure to arrange for Masters Swimming Ontario.

The limit of our liability coverage is as indicated by the policy. Coverage under this liability policy will insure paying members and the following "Additional Insureds": affiliated leagues, clubs, and or teams, their officers, directors coaches, managers, officials, players, auxiliary workers, employees and volunteers as evidence by a valid certificate being in force for the league, club and or team.

Coverage under this liability policy is for members in good standing with the Masters Swimming Ontario and will insure all activities governed under the Constitution and By-Laws of Masters Swimming Ontario, including scheduled swim practices, land training, meets, social events and administrative meetings.

For details of coverage and responsibilities please refer to the designated section herein. In all cases, the master policy held by the Masters Swimming Ontario will be the governing instrument for clarification of coverage details and deductibles.

Clubs that own or rent their own facilities (buildings and training, etc.) should be aware that they have exposures beyond the scope of the Insurance Package.

Section Two:

**Liability Program**

Compulsory Policy:

This outline is not a contract of insurance. It is merely a brief description of the various coverages. In all cases the provisions of the actual policy riders shall prevail.

The policy is issued to Masters Swimming Ontario as the named insured.

This coverage will pay on behalf of the insured, all sums which the insured(s) shall become legally obligated to pay as compensatory damages for actual bodily injury or occurrence property damage.

Limits:

**\$5,000,000** Bodily Injury & Property Damage Liability  
**\$5,000,000** Annual Aggregate

The total limits of liability, exclusive of defense costs, for any one occurrence, no matter how many insureds are involved is outlined in your policy.

Deductible:

**\$1,000** Property Damage

Additional Insureds:

Attached to this and forming part of the Commercial General Liability coverage as per wordings it is understood and agreed that the following are included as insureds:

- officers
- directors
- coaches
- managers
- officials
- players
- auxiliary workers
- employees
- volunteers

Additional organizations such as facility providers can be added as “Additional Insureds” by making formal application for such insurance.

Directors' & Officers' Liability:

**\$1,000,000** limit per occurrence  
**\$1,000** retention

The coverage will pay on behalf of the insured(s) sums they become legally obligated to pay as compensatory damage because of a “wrongful act” to which the insurance applies.

Wrongful act – any actual or alleged negligence, error, omission, misstatement, misleading statement, neglect or breach of duty by an “insured person”, individually or collectively in the discharge of their duties with the “corporation”

Insured – Masters Swimming Ontario, any person who has been or shall become duly elected appointed Director, Officer, Employee or Volunteer of the corporation—the corporation itself against lawsuits alleging wrong act.

Coverage:

Some examples of the Liability coverage are as follows:

- **PROPERTY DAMAGE LIABILITY INSURANCE**

Covers your legal liability for damage to and loss of use of the property of others not in your care, custody and control.

- **BODILY INJURY LIABILITY INSURANCE**

Third party insurance which covers your legal liability for damages due to bodily injury, sickness or disease.

- **PERSONAL INJURY**

Extends physical or bodily injury to include libel, slander, invasion of privacy, discrimination, false arrest, etc.

- **BROAD FORM PROPERTY DAMAGE**

Covers property in your care, custody, and control which you may accidentally damage.

- **CROSS LIABILITY**

In the event of suit by one insured against another insured covered under the same policy, this endorsement covers the insured against whom the claim is made in the same manner as if separate policies have been issued. However, this condition does not operate to increase the insurance company's limit of liability.

- **CONTRACTUAL LIABILITY**

Liability assumed under any contract or agreement over and above that liability which may be imposed by tort law. Under contractual liability, the insurance company agrees to provide coverage for the liability you have assumed, but only to the extent that it is not otherwise excluded in your policy.

- **EMPLOYER'S LIABILITY**

Provides coverage in the event of a suit brought against you by an employee who suffers an injury during the course of his or her activities on the job.

- **DIRECTORS AND OFFICERS LIABILITY INSURANCE**

Covers the legal liability of Directors and Officers, arising out of their fiduciary responsibility to exercise due care in managing the organization's affairs. Should their negligence result in loss to the organization, members, or others, they can be held personally liable.

- **NON-OWNED AUTOMOBILE LIABILITY**

Coverage responding to claims against the policyholder that are brought because of the use of an employee's or volunteer's vehicle on policyholder business. The organization may be named in a lawsuit and possibly held responsible, even though the employee or volunteer may have his or her own insurance.

- **TENANTS LEGAL LIABILITY INSURANCE**

Provides coverage for legal liability for property damage to premises rented to you or occupied by you.

- **MEDICAL PAYMENTS**

Provides coverage for medical expenses incurred by an injured person on your premises or while taking part in your program regardless of whether or not your organization was at fault in causing the injury.

Section Three:

**Sports Team Group Accident**

Compulsory Policy:

This outline is not a contract of insurance. It is merely a brief description of the various coverages. In all cases the provisions of the actual policy riders shall prevail.

Should a member of your Club become injured while participating in a sanctioned activity the following coverage is available on a voluntary basis.

Under the plan there is no limit to the number of accidents covered per member or team and for each separate accident the plan pays the following:

**Up to \$15,000**      **LOSS OF LIFE, LOSS OF USE, DISMEMBERMENT OR LOSS OF SIGHT**  
Provides payment for accidental death or dismemberment occurring within 52 weeks of the accident.

**Up to \$30,000**      **REHABILITATION BENEFIT**  
When injuries shall result and special training is required in order for the Insured Person to be qualified to engage in an occupation in which he/she would not have been engaged except for such injuries. No payment will be made for ordinary living, traveling or clothing expenses.

**Up to \$15,000**      **ACCIDENT MEDICAL REIMBURSEMENT EXPENSE BENEFIT**  
Provides payment to the Insured Person for injuries that require treatment by a legally qualified physician or surgeon, confinement in a legally constituted hospital, employment of a trained nurse, x-ray examination, or the use of an ambulance, incurred within 52 weeks from the date of accident and is not available under the terms of any statutory plan of health insurance services.

**Up to \$5,000**      **ACCIDENT DENTAL EXPENSE BENEFIT**  
Provides payment due to injury to whole and sound teeth that require treatment, replacement or x-rays by a legally qualified dentist or dental surgeon within thirty (30) days from the date of the accident, if received within fifty-two (52) weeks after the date of the accident.

Noted Exclusions:

The following exclusions should be noted in the policy. In all cases, the master policy held by the Masters Swimming Ontario will be the governing instrument for clarification of coverage details and deductibles.

1. Any benefits that are available under Government Health Plans, losses payable under Workmens Compensation or by another private health plan;
2. Any disability unless under treatment by a qualified physician.
3. Sickness or diseases.
4. Most dental work except as noted in the policy.
5. Drugs or treatments not approved by the Health Protection Branch such as masseur fees.
6. Injury sustained while insane or under the influence of intoxicants or narcotics.
7. Corruption of data; personal injury resulting from distribution of any data.
8. Citizens of the United States while participating in any activities in the United States.
9. Losses incurred as a consequence of war, civil war, invasions, acts of terrorism or radioactive risks.
10. Purchase, repair or replacement of eyeglasses, or false teeth.
11. Professional athletes earning the major portion of their income from sports.
12. Losses or injuries sustained in connection with any flights other than being a passenger in duly licensed commercial or military airplanes.

We trust you find the above a convenient record for your files. It should be understood, however, that it is only general in nature, and should a loss occur the terms and conditions set out in our Policies themselves will prevail.

Section Four:

**Claims Procedure**

Immediately report all claims to:

**HUNTER KEILTY MUNTZ & BEATTY**

Attn: Gus Munshi

595 Bay Street, Suite 900, Box 81

Toronto, Ontario M5G 2E3

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