

# **INSURANCE PROGRAM**

**FOR**



**& REGISTERED MEMBERS**

**JANUARY 1, 2012 TO JANUARY 1, 2013**

The Insurance Program provides  
**Roller Sports Canada and Registered Members**  
with the following coverage, but only with respect to activities  
**Sanctioned by Roller Sports Canada.**

### Roller Sports Activities

Roller Figure Skating  
Roller Speed Skating  
Roller Derby  
Flat Track Derby

### Sanctioned Activities

All Games, Competitions or Sports Demonstrations,  
Related Training at sites of Events, Scheduled Practices  
Host Liquor Liability for annual awards ceremonies and wind up banquets only,  
Social Events/Fundraising Events (excludes Host Liquor Liability Coverage)  
Please note, Liquor Liability coverage can be purchased separately  
and underwritten on a “case by case” basis.

## 1. Commercial General Liability Insurance

<b>Policy No.</b>	GAME00418
<b>Term:</b>	January 1, 2012 to January 1, 2013
<b>Limit:</b>	\$5,000,000 Commercial General Liability/per occurrence \$2,000,000 Errors & Omissions/Directors & Officers Liability/per occurrence
<b>Deductible:</b>	\$500/per occurrence
<b>Insurer:</b>	<b>Game Day Insurance Inc./AVIVA Insurance Company of Canada</b>

### Commercial General Liability

This coverage 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, passers-by, property owners and others resulting from your operations or actions. Coverage includes your legal liability for injury to participants. Most General Liability policies contain an exclusion, which excludes suits resulting from participants who are injured while participating in a sporting activity. The coverage provided, also includes Injury to Participants that result from your association, member clubs, or individual members negligence.

### Who is Insured?

Registered members who have paid the insurance premiums including **Executives, Managers, Coaches, Directors, Officers, Officials, Employees, Participants & Volunteers** while acting on behalf of the association.

### Additional Insured's

The Policy even includes at no additional cost, such as Municipalities, Government Departments, Sponsors and Owners of the Facilities in whose name you have agreed to provide insurance for their vicarious liability arising out of your operations.

### Errors & Omissions/Directors & Officers (Wrongful Acts) Liability

This coverage protects the directors & officers, executives, employees and volunteers for consequences of their actions against suits alleging "wrongful acts". This coverage responds to "civil proceedings" (statement of claim) and does not cover Human Rights or other Tribunal (non-civil proceeding issues). This coverage is extended all the way down to the club level.

## Liability Insurance



Coverage	Deductible	Limit of Insurance
<b>LIABILITY:</b>		
<b>Commercial General Liability Form</b>		
CGL Each Occurrence Limit		\$5,000,000
Commercial General Liability Per Occurrence Deductible		
Property Damage	\$500	
Bodily Injury	\$500	
Personal & Advertising Injury		\$5,000,000
Voluntary Medical Payments – Third Party (any one person)		\$10,000
Products & Completed Operations/Aggregate		\$5,000,000
Participant Liability		Included
Employers Liability Extension		Included
Premises, Property and Operations Liability		Included
Blanket Contractual		Included
Incidental Medical Malpractice (Non-professionals)		Included
Tenants Legal Liability (any one premises)	\$500	\$2,000,000
Errors & Omissions Liability Per Occurrence	\$500	\$2,000,000
SPF 6 – Non-Owned Automobile		\$5,000,000
SEF 94 – Legal Liability for Physical Damage to Non-Owned Automobiles	\$1,000	\$50,000
SEF 99 – Excluding Long Term Leased Automobiles		Included
OEF 98B – Reducing Coverage for Lessees		Included
Additional Insured-Blanket Basis		Included
Cross Liability Clause		Included
15 Day Cancellation Notice		Included



### Commercial General Liability Coverage Definitions

**Participant Liability** - Most General Liability policies include a Sports Participant Liability Exclusion, but in the broad form coverage with Game Day, this coverage is included. This coverage protects the insured from claims arising from "bodily injury" and "property damage" in the event that an injured athletic participant files a lawsuit. This coverage also includes "Participant to Participant" Liability (Player versus Player) which protects the participant in the event that one player is sued by another player resulting from an injury.

**Voluntary Medical Payments** - Reimburses others (*third party*) for their medical expenses if they are injured as a result of your activities up to \$10,000.

**Blanket Tenants Legal Liability** - Provides coverage for your legal responsibility for damage to premises that you rent in the course of your activities up to \$2,000,000.

**Non-Owned Automobile Coverage** - Indemnity to the Insured against the liability imposed by law upon the Insured for loss or damage arising from the use or operation of any automobile not owned in whole or in part by or licensed in the name of the Insured.

**SEF - 94 - Legal Liability for Physical Damage to Non-Owned Automobiles** - provides physical damage coverage for vehicles that are rented/hired by the named insured.

**Personal Injury** - Coverage against libel, slander.

**Advertisers Liability** - Will protect the insured in the course of advertising your goods, products or services.

**Incidental Medical Malpractice** - Protection for rendering first aid to an injured person by a non-medical professional in the course of your activities.

**Cross Liability Clause** - This clause allows for additional insured's to sue, if necessary within the policy.

**Employers Liability** - To protect the insured against the possibility of an employee suing for injury suffered in the course of their employment.

**Premises, Property and Operations** - This provides coverage for the insured that is responsible in the scope of their operations against Bodily Injury and Property Damage claims for damages resulting from your negligence associated with owning property and the day-to-day operations necessary to conduct business.

**Products and Completed Operations** - This is simply a broader form of liability coverage normally associated with manufacturers and business.

**Blanket Contractual** - This provides coverage for the insured when he/she signs a contract, which stipulates the legal responsibility of the insured.

**Occurrence Basis Property Damage** - Again, this is just a broader type of coverage. Occurrence happens over a period of time, whereas, an accident wording is sudden and accidental.

**\$2,000,000 Errors & Omissions/Directors & Officers (Wrongful Acts)** - This is an Errors & Omissions coverage which protects the Association's Directors' & Officers', Executives, Employees and Volunteers for compensatory damages as a result of their wrongful acts. The coverage responds to "civil proceedings" (statement of claim) and does not cover Human Rights or other Tribunal (non-civil proceeding issues).

## 2. Sport Accident Coverage

**Policy No.** ACCI00419  
**Term:** January 1, 2012 to January 1, 2013  
**Limit:** \$50,000 Principal Amount  
\$15,000 Medical Expense Reimbursement  
\$10,000 Dental Accident Reimbursement  
**Deductible:** N/A  
**Insurer:** Game Day Insurance Inc. /AVIVA Insurance Company of Canada

### Sport Accident Coverage

Provides coverage for registered members who have sustained an injury while participating in a **Sanctioned or Authorized Roller Sport Activity**. This coverage is applicable in Canada. Coverage also applies to scheduled practices or training at site of competition. This coverage is secondary to any other health care plan(s).

### **Who is Insured?**

Participants, managers, coaches, umpires and trainers.

**For Each Separate Accident the Plan Pays:**

Coverage	Limit of Insurance
<b>Sport accident:</b>	
Sport Accident Coverage Form	
Principal Amount:	\$50,000
Fracture Indemnity Amount:	\$1,000
<b>See Section I and Section II for Amounts Payable</b>	
Dental Accident Reimbursement	\$10,000
Dentures, Removable Teeth, Hearing Aids, Eyeglass and Contact Lenses	\$200
Emergency Transportation - any one Insured Person	\$50
Family Transportation - any one Insured Person	\$2,500
Medical Expense Reimbursement - any one Insured Person	\$15,000
Prosthetic Appliances - any one Insured Person	\$3,000
Rehabilitation - any one Insured Person	\$3,000
Repatriation - any one Insured Person	\$5,000
Tuition Benefit - any one Insured Person	\$2,000
Aggregate Limit Payable for any one Accident	\$1,000,000
Weekly Income - Waiting Period - 30 days	\$100



**BENEFITS**

**I. SCHEDULE OF SPECIFIC LOSS INDEMNITY  
PRINCIPAL SUM - \$50,000**

When injury shall result in any of the following losses, the Insurer will pay for:

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-Thirds of the Principal Sum
Loss of Thumb and Index Finger	One-Third of the Principal Sum
Loss of One Thumb or One Finger	One-Thirtieth of the Principal Sum
Loss of Speech and Hearing in Both Ears	The Principal Sum
Loss of Speech	One-Half of the Principal Sum
Loss of Hearing in Both Ears	One-Half of the Principal Sum
Loss of Hearing in One Ear	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 FRACTURE, DISLOCATION, TENDON SEVERANCE AND MISCELLANEOUS INDEMNITY**  
**FRACTURE INDEMNITY SUM - \$1,000**

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;

**A) The Insurer will pay for the complete fracture (including Greenstick, Buckle, or Torus type fracture):**

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 knee cap	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
<b>The Insurer will pay for the complete dislocation:</b>	
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



**B. 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

**C. 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**

If the injury shall result in a payment being made by the Insurer under the SCHEDULE OF SPECIFIC LOSS INDEMNITY or the SCHEDULE OF SPECIFIC FRACTURE, DISLOCATION, TENDON SEVERANCE AND MISCELLANEOUS INDEMNITY, the Insurer will pay in addition:

**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, EYEGLOSS 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, chiropractor, 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

- (i) 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;
- (ii) expenses are incurred within two years from the date of the accident;
- (iii) 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 30 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.

The description of coverage contained herein is not complete, and reference must be made to the actual terms and conditions of the applicable policy forms

**GameDay Insurance Inc. /AVIVA Insurance Company of Canada**

**3. Excess Travel Medical Coverage**

**Policy No.** T.R.A.V. 1001  
**Term:** January 1, 2012 to January 1, 2013  
**Limit:** \$2,000,000 Accidental/Sickness Medical Expense  
**Deductible:** N/A  
**Insurer:** **Game Day Insurance Inc. / AVIVA Insurance Company of Canada**

**Who is an Insured?**

Coverage is provided to **participants, managers, coaches, trainers, officials & executives.**

**What are we covered for?**

Coverage is provided for emergency medical care in excess of your provincial or territorial plan, due to an **Illness or Accident** while travelling **Outside of Canada** while participating in sanctioned or authorized diving activities. This coverage is **secondary** to any other health care plan(s).

**Schedule of Benefits**

<b><u>Type of Coverage</u></b>	<b><u>Maximum Sum Insured</u></b>
Accident / Sickness Medical Expense	\$2,000,000.00
Dental Accident	\$5,000.00
Out-of-Pocket Expenses	\$300.00
Trip Interruption	One Way Economy Class
Repatriation Expense	\$3,000.00
Aggregate Expense Payable for one Incident	\$2,000,000.00

## Excess Travel Medical Insurance

### SECTION II: ACCIDENT-SICKNESS INSURANCE

#### PART I - EXCESS MEDICAL-HOSPITAL EXPENSE - ACCIDENT & SICKNESS

When as a result of an injury or sickness the Insured requires necessary services of a physician, registered nurse, physiotherapist, hospital, x-ray clinic, laboratory, ambulance, or emergency medical return to the outbound point of departure, the Insurer will pay the actual expenses incurred not to exceed the maximum sum stated on the individual certificate.

Hospital services shall include all necessary services provided normally by a duly registered and licensed hospital excluding services of a nursing home, rest home, or by other non-hospital institutions.

Coverage is provided only for expenses incurred by Canadian residents which are in excess of the benefits available under any Canadian Federal or Provincial Hospital and/or Medical Plan regardless of whether or not the Insured is enrolled in such a plan.

#### PART II - ACCIDENT AND SICKNESS LIMITATIONS

Expenses incurred for necessary medical/hospital services outside Canada as provided in Part II are covered only if the Insured returns to his permanent place of residence as soon as medically possible.

Necessary medical/hospital expenses incurred after return to permanent residence for continuation of treatment commenced abroad for which benefits are payable under Part II shall be covered for a period not to exceed 90 days for Canadian residents, immediately following the Insured's return.

#### PART III - BLANKET DENTAL ACCIDENT REIMBURSEMENT

When an 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 the Insurer shall 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 \$5,000.00. The following provisions also apply:

- (a) 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 in which this policy is issued.
- (b) Capped or crowned teeth shall be deemed as whole or sound teeth.
- (c) No benefits will be payable for expenses 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, any dental treatment provided solely for cosmetic or aesthetic reasons.

#### PART IV - ACCIDENT AND SICKNESS EXCLUSIONS

This Insurance does not provide expenses incurred directly or indirectly as a result of:

- (a) Injury or sickness for which medical/hospital benefits are provided under any other insurance policy or plan except for the excess not covered under such other Insurance;
- (b) Maintenance therapy for pre-existing medical conditions;
- (c) Dental, chiropractic or any other health services not mentioned specifically in Part II - Excess Medical/Hospital Expenses;
- (d) Suicide or self destruction, intentionally self-inflicted injuries or any attempt thereof;
- (e) Declared or undeclared war, civil war, riot, insurrection, invasion, or any act thereof;
- (f) An illegal act by the Insured or beneficiary;
- (g) Participation in armed forces training exercises or maneuvers
- (h) A payment which contravenes any plan of any government or political subdivision or law in Canada

#### PART V - CLAIM PROCEDURE PROVISIONS

**Notice of Claim:** Notice of claim must be given to the administrator within 30 days after the occurrence or commencement of any loss covered under this policy, or as soon afterwards as is reasonably possible.

Written notice given by or on behalf of the Insured or his beneficiary to the administrator at its home office or any branch office, with information sufficient to identify the Insured will satisfy the requirements for notice of claim.

**Proof of Loss:** Written proof of loss must be given to the administrator at its home office or any branch office within 90 days after the date of loss with respect to a claim for any loss covered under this policy. Failure to furnish proof of loss within the time required shall not invalidate or reduce any claim. If it was not reasonably possible to give proof within the required time provided proof of loss is furnished as soon afterwards as is reasonably possible. All necessary forms for filing proof of loss will be furnished by the administrator after it receives notice of claim. However, if the administrator fails to furnish the forms within 15 days after the notice is given, the time requirements for proof of loss will be satisfied if written proof describing the occurrence, the character and the extent of the loss is furnished to the administrator at its home office or any branch office within the required time.

**Payment of Claim:** All benefits payable under this policy will be paid immediately upon receipt of proof of loss satisfactory to the Insurer. Benefits payable for loss of life will be paid in accordance with the beneficiary designation provisions. All other benefits will be paid to the Insured.

However, all or any part of the benefits payable an account of hospital, nursing or medical or surgical services may, at the Insurer's option unless the Insured requests otherwise in writing not later than when filing proof of loss, be paid directly to the hospital or individuals rendering the services. Any benefit unpaid at the Insured's death will be paid to the estate.

**Physical Examination and Autopsy:** The Insurer may require the Insured to be examined by medical examiners of its choice when and as often as is reasonable during the pendency of a claim under this policy. The cost of such an examination shall be paid by the Insurer. The Insurer may, at its own expense and where not forbidden by law, have an autopsy performed also in the case of the Insured's death.

**Beneficiary Designation, Assignment:** The Insured has the right on forms furnished by the administrator to designate a beneficiary or beneficiaries: in the absence of a specific designation the beneficiary shall be Insured's legal heirs. The Insured has the right to change the beneficiary designation, and consent of the beneficiary is not required for surrender or assignment of benefits under this policy or for any change of beneficiary designation or for any changes in the coverage of this policy. No change of beneficiary or assignment of interest under this policy will be binding on the Insurer unless and until the original or duplicate of it is received at the home office of the administrator. The Insurer does not assume any responsibility for the validity of any assignment or beneficiary designation.

### SECTION III: INTERRUPTION INSURANCE

#### PART I - BENEFITS

**Out-of-Pocket Expenses:** In the event covered injury or sickness causes an Insured's delay in returning to the point of departure beyond the return date, the Insurer will pay for reasonable out-of-pocket expenses incurred by the Insured up to the per diem amount specified in the individual certificate, not to exceed the maximum applicable benefit for all such expenses.

**Trip Interruption:** If, after the outbound departure, the Insured is obliged to leave the tour upon a physician's advice due to covered illness or injury, the Insurer will pay for the cost of one-way economy class transportation to rejoin the ongoing tour or to original point of departure.

**Repatriation Expense:** In the event of covered death of the Insured, occurring after the originating flight date, the Insurer will pay the cost of the actual expenses incurred for conveyance of the body and ashes of the insured person, to the outbound point of departure, not to exceed the applicable maximum benefit.

#### PART II - EXCLUSIONS

The Insurance under Section III of the master policy does not cover any loss caused by or resulting from:

- (a) Suicide or any attempt thereof, or intentionally self-inflicted injuries, while sane or insane;
- (b) Injury, sickness, death quarantine, or jury duty of the immediate family members of any insured person's travelling companion;
- (c) The suicide of a family member shall not preclude payment of benefits for trip interruption (return flight) to an Insured who is forced to cancel or interrupt a trip because of such suicide provided such benefits are otherwise payable;



- (d) Bodily injuries arising directly or indirectly, 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 injuries.
- (e) Bodily injuries arising directly or indirectly, in whole or in part, out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the bodily injuries.

### PART III - LIMITATIONS

- (a) In the presence of any injury or sickness the attending physician must be informed promptly of the Insured’s travel plans and any booking or cancellation of a trip must take place immediately after the physician’s advice based upon his medical opinion as to whether or not the injury or sickness was likely to interfere with the trip.
- (b) Pre-existing medical conditions are covered provided they have been stabilized at the time of booking and in the opinion of the Insured’s physician are not expected to interfere with normal activities including travel for the foreseeable future.
- (c) The provisions of (a) or (b) apply to the Insured whose injury, sickness or death give rise to a claim for any other benefit provided in Section III, Interruption Insurance.
- (d) No benefit will be payable for any loss resulting from covered “injury” or “sickness” suffered by the Insured while outside Canada unless the Insured receives in-patient or out-patient treatment at a hospital for the injury or sickness. In addition, no benefit will be payable if the Insured receives substitute transportation to the scheduled return destination or to rejoin the trip or tour.

### PART IV - CLAIM PROCEDURE PROVISIONS

**Notice of Claim:** Notice of claim must be given to the administrator within 30 days after the occurrence or commencement of any loss covered under this policy, or a soon afterwards as is reasonably possible. Written notice given by or on behalf of the Insured or his beneficiary, to the administrator at its home office or any branch office, with information sufficient to identify the Insured will satisfy the requirement for notice of claim.



**Proof of Loss:** Written proof of loss must be given to the administrator at its home office or any branch office within 90 days after the date of loss with respect to a claim for any loss covered under this section of the policy. Failure to furnish proof of loss within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof within the required time, provided proof of loss is furnished as soon afterwards as is reasonably possible. All necessary forms for filing proof of loss will be furnished by the administrator after it receives notice of claim. However, if the administrator fails to furnish the forms within 15 days after the notice is given, the time requirements for proof of loss will be satisfied if written proof describing the occurrence, the character and the extent of the loss is furnished to the administrator at its home office or any branch office within the required time.

**Payment of Claims:** All benefits payable under this policy will be paid immediately upon receipt of proof of loss satisfactory to the Insurer. In the event of the Insured's death all benefits otherwise payable are payable to this estate.

**Physical Examination and Autopsy:** The Insurer may require the Insured to be examined by medical examiners of its choice when and as often as is reasonable during the pendency of a claim under this policy. The cost of such an examination shall be paid by the Insurer. The Insurer may, at its own expense and where not forbidden by law, have an autopsy performed in the case of the Insured's death.

#### SECTION IV: GENERAL POLICY CONDITIONS

**Entire Contract-Changes in Policy:** This policy includes the endorsements and attached papers, if any, and contains the entire contract of Insurance.

No statements made by the applicant for Insurance not included herein shall void the policy or be used in any legal proceeding hereunder. No agent, except the administrator has authority to change this policy or to waive any of its provision. No change in this policy shall be valid unless approved by the administrator or an executive office of the Insurer.

**Records and Reports:** The administrator must maintain records and furnish periodically to the Insurer any information pertaining to individuals becoming insured and terminations of Insurance as the Insurer may require. The insurer may, at any reasonable time, inspect any records of the administrator which affect the Insurance under this policy.

The description of coverage contained herein is not complete, and reference must be made to the actual terms and conditions of the applicable policy forms

**GameDay Insurance Inc./AVIVA Insurance Company of Canada**