



ALLSPORT SPORT ACCIDENT INSURANCE POLICY

Effected with certain Lloyd's Underwriters "the Insurer" through Lloyd's Approved Coverholder ("the Coverholder"):

MARKEL
Suite 400 - 200 Wellington Street West
Toronto, ON M5V 3C7

DECLARATIONS

Policy Number ACL6028	Replacing Policy Number R/C	Broker SBC INSURANCE AGENCIES LTD.
Policy Period From	MAY 1, 2020	To MAY 1, 2021
		12:01 a.m. Standard Time at Postal Address of the Named Insured as stated herein.
Name of Insured and Postal Address	B.C. AMATEUR SOFTBALL ASSOCIATION & MEMBER CLUBS/LEAGUES PO Box 45570 Sunnyside Mall, Surrey, BC V4A 9N3	
SPORT ACCIDENT POLICY		
Policy Limits and Wordings as per attached Form #	ASIM 101 (08/93) L	Premium \$ _____
Endorsements attached to this document: Physiotherapy Limit Sanction Limitation Contagion Exclusion Future Dental Executive Travel Terrorism Exclusion 2002LA AL		

The insurance contract consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. MKL2020001, UMRB6027 MKL2020001 (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155 rue Metcalfe, Suite 2220, Montreal, Quebec, H3B 2V6.

NOTICE: Any notice to the Underwriters may be validly given to the Coverholder.

In witness whereof this policy has been signed as authorized by the Underwriters, by **MARKEL CANADA LIMITED**

Per _____

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration.

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to this Coverholder.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.

For purposes of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd's Underwriters' insurance business in Canada

SPORT ACCIDENT POLICY

1. Insuring Agreement

The Insurer agrees subject to the terms, limitations and exceptions of this policy to indemnify each Insured as defined in this policy who sustains bodily injury or death arising out of a sports accident as defined herein the benefits listed in this policy up to a maximum per Insured of the benefit amount scheduled in this policy.

2. Definitions

Injury Bodily injury suffered by an Insured caused directly by an accident as described below independent of any sickness or other cause.

Insured a) All players, managers, coaches, trainers and members of officiating crews of the governing body/sports association listed in the policy declarations.

b) Executive officers of the governing body/sports association listed in the policy declarations and the executive officers of member teams of the governing body/sports association listed in the policy declarations.

Accident Accidental bodily injury or death sustained by an Insured due to external violent, sudden, fortuitous causes beyond the Insured's control, occurring while this insurance is in force and while:-

a) participating in a practice or competition which is organized under the supervision and direction of the governing body/sports association listed in the policy declarations; or

b) being transported with other members as a group (three or more) to or from the place of such practice or competition. In the case of travel by air, the insurance provided by this policy 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; within the territorial limits shown on the policy declarations.

3. Accidental Death and Dismemberment Benefits

Where an accident causes death or any of the following losses within 365 days of the accident, the Insurer will pay for such loss:-

Maximum Amount Payable
Any One Accident

1)	Death	\$15,000.00 any one Insured
2)	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	\$30,000.00 any one Insured
3)	Loss of one limb or total and irrecoverable loss of sight of one eye or total hearing in one ear	\$15,000.00 any one Insured
4)	Loss of thumb and index finger	\$2,000.00 any one Insured
5)	Quadriplegia (complete paralysis of both upper and lower limbs)	\$30,000.00 any one Insured
6)	Paraplegia (complete paralysis of lower limbs)	\$30,000.00 any one Insured
7)	Hemiplegia (complete paralysis of upper and lower limbs of one side of the body)	\$30,000.00 any one Insured
8)	Any injury which prevents the Insured from engaging in any occupation or employment for which he/she is 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.	\$30,000.00 any one Insured

Important Note: 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.

Indemnity provided with respect to items 1) through 8) 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.

4. Supplementary Benefits
(as described herein)

Maximum Amount Payable
Any One Accident

Prosthetic Appliances	\$3,000.00 any one Insured
Blanket Medical Expense Reimbursement	\$10,000.00 any one Insured
Rehabilitation Benefit	\$3,000.00 any one Insured
Tuition Benefit	\$2,000.00 any one Insured
Special Treatment Travel Expense Benefit	\$1,000.00 any one Insured
Out of Province - Excess Surgical and Medical Accident Benefits (applicable only within Canada)	\$10,000.00 any one Insured
Emergency Transportation Benefit	\$50.00 any one Insured
Eyeglass & Contact Lens Expense	\$100.00 any one Insured
Blanket Dental Accident Reimbursement	\$15,000.00 any one Insured
Dentures, Hearing Aids and Removable Teeth Expense	\$200.00 any one Insured
Fracture or Dislocation Benefit (including Greenstick Type Fracture)	
of the skull (depressed)	\$500.00 any one Insured
of the skull (not depressed)	\$500.00 any one Insured
of the spine (one or more vertebrae)	\$250.00 any one Insured
of the lower jaw (alveolar process accepted)	\$75.00 any one Insured
of the upper jaw	\$75.00 any one Insured
of the shoulder (dislocation)	\$50.00 any one Insured
of the clavicle (collar bone)	\$75.00 any one Insured
of the scapula (shoulder bone)	\$75.00 any one Insured
of the elbow	\$50.00 any one Insured
of the hip	\$125.00 any one Insured
of the pelvis	\$125.00 any one Insured
of the thigh (femur)	\$125.00 any one Insured
of the knee cap	\$100.00 any one Insured
of the sacrum or coccyx	\$100.00 any one Insured
of the sternum	\$50.00 any one Insured
of the leg (tibia or fibula)	\$100.00 any one Insured
of the upper arm (humerus)	\$100.00 any one Insured
of the forearm (radius or ulna)	\$100.00 any one Insured
of the hand or wrist (other than phalanges)	\$100.00 any one Insured
of the foot (other than phalanges)	\$100.00 any one Insured
of the ankle	\$50.00 any one Insured

5. Schedule of Supplementary Benefits

PROSTHETIC APPLIANCES - \$3,000.00

When prescribed by a physician or surgeon and purchased within 52 weeks of the date of accident, the Insurer will pay benefits for expenses incurred for artificial limbs and/or eyes up to a maximum of \$3,000.00 for each injury resulting in a loss requiring such an appliance. This does not include repairs, adjustments or replacement of same.

BLANKET MEDICAL EXPENSE REIMBURSEMENT - \$10,000.00

The Insurer will pay with respect to each Insured who sustains bodily injury as a result of an accident, all reasonable medical expenses resulting therefrom and incurred within 52 weeks of the date of the accident for:-

- the services of a legally qualified physiotherapist, chiropractor, osteopath or registered nurse;
- the purchase of hearing aids (but not including repair or replacement of same);
- crutches, splints, orthotic devices, trusses, medical braces, rental of wheelchair or hospital bed;
- prescription drugs;
- casts and cast materials;
- licensed ambulance service;
- hospital services not covered by any federal or provincial government health insurance plan.

The maximum amount payable under this section is \$10,000.00

Splints, orthotic devices and medical braces required primarily for sports activities are not covered.

REHABILITATION BENEFIT - \$3,000.00

If an accident causes 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 he/she would not have engaged except for such injury, the Insurer will pay the reasonable and necessary expense actually incurred by any Insured but shall not exceed \$3,000.00, 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.

TUITION BENEFIT - \$2,000.00

When, after 14 days from the date of the accident, an injury shall disable totally and confine the Insured to his or her residence the Insurer shall 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 at a rate not to exceed \$20.00 per hour. In addition, the Insurer shall 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 of \$2,000.00.

SPECIAL TREATMENT TRAVEL EXPENSE BENEFIT - \$1,000.00

If within 52 weeks of the date of the accident an injury requires special treatment that cannot be obtained in the municipality of the Insured's residence the Insurer will pay up to a maximum of \$150.00 per Insured per day for travel expense incurred away from home to a maximum of \$1,000.00 per Insured.

OUT OF PROVINCE EXCESS SURGICAL AND MEDICAL ACCIDENT BENEFITS - \$10,000.00

If bodily injury is sustained by an Insured outside the province in which he/she is normally domiciled, but inside Canada, and he/she 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, the Insurer will pay for such charges for services outside the province of residence up to a maximum of \$10,000.00 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.

EMERGENCY TRANSPORTATION BENEFIT - \$50.00

If an accident requires immediate medical treatment, the Insurer 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 \$50.00.

EYEGLOSS AND CONTACT LENS EXPENSE (resulting from injury) - \$100.00

If injury requires and receives treatment by a physician or dentist

- a) and also results in the breakage of eyeglasses or loss or breakage of a contact lens or lenses of the Insured, the Insurer will pay the actual cost of repair or replacement of the eyeglasses or contact lens or lenses up to a maximum of \$100.00 in respect to all such replacements or repairs during the term of this policy; or
- b) results in the purchase of eyeglasses upon the advice of a physician when they were not required nor worn previously the Insurer will pay the reasonable and necessary expense thereof up to a maximum of \$100.00.

BLANKET DENTAL ACCIDENT REIMBURSEMENT - \$15,000.00

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 \$15,000.00. 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 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; any dental treatment provided solely for cosmetic or esthetic reasons.

DENTURES, HEARING AIDS AND REMOVABLE TEETH EXPENSE (resulting from injury) - \$200.00

If 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, the Insurer shall pay the actual cost of repair or replacement of said dentures, hearing aid or artificial tooth up to a maximum of \$200.00 in respect to all such repairs or replacements during the term of this policy.

FRACTURE OR DISLOCATION INDEMNITY

When an injury results in any of the fractures or dislocations listed on the schedule of supplementary benefits, the Insurer shall 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.

6. Limitations and Exclusions

- 1) The maximum amount payable under this policy as a result of any one accident shall be \$1,000,000.00 in aggregate regardless of the number of Insured.
- 2) No benefit will be payable for any loss resulting directly or indirectly, wholly or partially, from any of the following causes:-

- a) sickness or disease either as a cause or effect;
 - b) suicide or any intentionally self-inflicted injury;
 - c) any act of war, or undeclared war, invasion or civil war.
- 3) Except as otherwise provided herein there is no benefit payable for purchase, repair or replacement of eyeglasses, contact lenses or prescriptions therefor.
 - 4) This policy shall not pay 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 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.
 - 6) In no case may an Insured be covered under more than one sports accident policy. Excess premiums 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.

7. Conditions

1) NOTICE OF PROOF OF CLAIM

In the event of a claim the Insured shall:-

- a) give written notice to Markel Canada Limited or its representatives not later than 30 days from the date of such accident; and
- b) furnish to Markel Canada Limited on forms provided such proof of claim as is reasonably possible within 90 days from such date; and
- c) furnish 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 the Insurer.

In the event of a claim by reason of death of an Insured, the Insurer shall be entitled to receive on forms provided by it due proof of such death, as well as of the title and right of the claimant. Any action or proceedings against the Insurer for the recovery of any claim under this policy 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.

2) CURRENCY

All payments to or by the Insurer under this policy shall be paid in Canadian currency.

3) THE CONTRACT

This policy constitutes the entire contract. No provision of this policy may be altered, waived or modified except by an endorsement hereon signed by the Insurer.

4) ACCIDENTAL DEATH

If an Insured dies while insured hereunder, the Insurer will, subject to the provisions set forth in the policy, pay to the Estate of the Insured the amount of benefit to which the Insured would have been entitled.

5) CANCELLATION

This policy may be cancelled by the Policyholder by mailing to the Insurer written notice stating when thereafter such cancellation will be effective. This policy may be cancelled by the Insurer by mailing to the Policyholder at the address shown in this policy written notice stating when not less than thirty (30) days prior to a policy anniversary date, such cancellation will be effective. The mailing of such notice as aforesaid will be sufficient proof of notice and the effective date of cancellation stated in the notice will become the end of the policy period. Delivery of such written notice either by the Policyholder or by the Insurer will be equivalent to mailing.

ENDORSEMENTS

Attached to and forming part of Policy Number	Insured	Effective Date
ACL6028	B.C. AMATEUR SOFTBALL ASSOCIATION & MEMBER CLUBS/LEAGUES	MAY 1, 2020

PHYSIOTHERAPY LIMIT

It is understood and agreed that under the Blanket Medical Expense Reimbursement section of the within policy, treatment by a legally qualified physiotherapist is limited to \$30.00 per visit with a maximum of \$300.00 per accident.



Endorsement Ref : SANCT

Sanction Limitation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium charged, it is agreed that the policy is amended by adding the following:

It is understood and agreed that the insurer will not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade and economic sanctions, laws, or regulations of Canada, United Kingdom, European Union or United States of America.

All other terms, conditions, exclusions and definitions remain unchanged.

Dated: January 16, 2020

Contagion Exclusion Endorsement

READ THIS ENDORSEMENT CAREFULLY AS IT MAY EFFECT COVERAGE UNDER THE POLICY

This Insurance Policy provides no coverage for any **Claim** in any way caused by, arising out of or resulting from any disease or contagion, including that designated as such by any of the following:

- A. a Federal, Provincial, Territorial or Municipal authority or agency;
- B. a Minister of the Federal, Provincial or Territorial Crown;
- C. a person occupying the position of Chief Medical Officer of Health (or similar position) of a Province, Territory or Municipality;
- D. the World Health Organisation;
- E. the Center for Disease Control/Centre for Disease Control of
 - i) Canada or any Canadian Province or Territory;
 - ii) the United Kingdom of Great Britain and Northern Ireland; or
 - iii) of the United States of America and any American State or Territory.

For purposes of this Endorsement, disease or contagion so designated shall include:

- a) any derivative, mutation or variation of the disease or contagion;
- b) any fear or threat of the spread of the disease or contagion;
- c) any failure to prevent, contain or eradicate the disease or contagion.

For purposes of greater clarity the following are diseases or contagion that are excluded pursuant to this endorsement:

- 1) Coronavirus disease (COVID-19);
- 2) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- 3) Ebola;
- 4) Avian Influenza (Avian Bird Flu); and,
- 5) Legionella (Legionnaire's Disease).

ENDORSEMENTS

Attached to and forming part of Policy Number	Insured	Effective Date
ACL6028	B.C. AMATEUR SOFTBALL ASSOCIATION & MEMBER CLUBS/LEAGUES	MAY 1, 2020

FUTURE DENTAL

In consideration of premium charged, it is hereby understood and agreed that coverage under Blanket Dental Accident Reimbursement is extended as follows:-

In the event that due to the age of the Insured Person, dental development is such that treatment cannot be completed within the fifty-two weeks from the date of the accident, the Insurer will pay such future dental expenses that are incurred for treatment completed prior to the insured person reaching 19 years of age, but the total of all dental expenses paid shall not exceed the limit shown in the 'Schedule of Benefits'.

The Insured Person will be required to provide to the Insurer, within the fifty-two week period from the accident date, a treatment plan completed by the attending licensed dentist to confirm all future treatment specifically necessitated by the injury.

Future Dental coverage shall not apply to charges for implants and/or services performed in conjunction with implants.

X

ENDORSEMENTS

Attached to and forming part of Policy Number	Insured	Effective Date
ACL6028	B.C. AMATEUR SOFTBALL ASSOCIATION & MEMBER CLUBS/LEAGUES	MAY 1, 2020

EXECUTIVE TRAVEL

In consideration of premium charged, it is understood and agreed between the insured and the insurer that the within policy is extended to cover all executives and coordinators as described in the following "Description of Hazards".

Description of Hazards

The hazards against which insurance is provided under this policy are injury sustained by executives and coordinators while and in consequence of travelling to and from and while attending meetings and/or clinics held by the insured on behalf of and under the direction of the insured.

Such travelling shall be deemed to have commenced when the executive or coordinator leaves his/her residence or place of regular employment for the purpose of going on such trip, whichever last occurs, and shall continue until such time as he/she returns to his/her residence or place of regular employment, whichever first occurs.

The insurance afforded under Executive Travel is only with respect to such indemnities listed below, and is only with respect to Insured Persons in the classes designated:-

<u>Class</u>		<u>Principal Sum</u>
1	Executive members of the insured & staff members	\$50,000.00
2	Coordinators of the insured & technical staff	\$25,000.00

b11

This Endorsement Changes The Policy. Please Read It Carefully.

TERRORISM EXCLUSION ENDORSEMENT

This endorsement modifies the coverage provided in those forms shown on the "Declarations Page" .

1. This Policy does not apply to 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.

2. The following definition is added:

Wherever used in this endorsement, or wherever used in any other endorsement or in any policy to which this endorsement is applicable, "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.

All other terms and conditions remain unchanged.