

## COMPREHENSIVE GENERAL LIABILITY

*This summary does not in and of itself provide coverage and it is subject to the terms and conditions which are set forth in the policy. It is intended only to provide basic details of coverage that are fully described in Master Policy No. LL06900 underwritten by Sports-Can Insurance Consultants Ltd. on behalf of Lloyd's of London. In the event of any inconsistency, the actual policy will prevail.*

**General Liability Insurance is designed to protect a person against legal responsibility arising out of a negligent act or failure to act as a prudent person would have acted to which results in bodily injury or property damage to another party. Any individual involved in your activity can claim damages as a result of an injury. Even though you may not be negligent in your actions, defence costs alone can be financially devastating. This policy will provide protection for both legal defence costs and any compensatory damages that may be awarded, subject to the limits and conditions of the policy. Transferring your risk to an insurance policy provides you the opportunity to run your activity with peace of mind.**

### **What activities are covered?**

All sanctioned and approved cycling activities. All activities must be documented and approved by the Provincial Association, Club President or NCCP certified Coach. If you require further clarification contact your Provincial Cycling Association.

### **Who is an insured?**

All employees, volunteers, officers, directors, coaches, managers, affiliated clubs, and or teams, members. Also municipalities, government departments, sponsors and organizers but only as it relates to their involvement in a sanctioned event.

### **Description of coverage**

Limits of Liability:	\$5,000,000 per occurrence Bodily Injury and Property Damage
	\$5,000,000 Products and Completed operations aggregate limit
	\$5,000,000 Non-Owned Automobile including Legal Liability for Damage to Hired Automobiles (Limit: \$70,000)
	\$2,000,000 Employee Benefits (Claims made)
	\$1,000,000 Abuse Liability (Claims made)
	\$1,000,000 Forest Fighting Expenses
	\$1,000,000 Tenant's Legal Liability
	\$5,000,000 Personal Injury and Advertising Injury Liability
	\$2,000,000 Employers Liability
	\$ 25,000 Medical Payments – any one person / any one accident
Reimbursement (deductible)	\$2,500 per occurrence
	\$1,000 Non-Owned Automobile
	\$1,000 Tenants Legal Liability
	\$1,000 Employee Benefits
Special Provisions:	<ul style="list-style-type: none"> <li> Liability for Injury to participants</li> <li> Voluntary Medical Payments</li> <li> Blanket Contractual</li> <li> Occurrence based Property Damage</li> <li> Incidental Medical Malpractice</li> <li> Cross Liability Clause</li> </ul>

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- ☛ Personal Injury Liability
  - ☛ Worldwide territory – suits brought within Canada and US Only
  - ☛ Club Sanctioning Endorsement
- Key Exclusions:
- ☛ War / Terrorism
  - ☛ Fungi & Fungal derivatives
  - ☛ Cyber/data corruption
  - ☛ Total asbestos
  - ☛ Absolute Pollution
  - ☛ Non-members exclusion endorsement
  - ☛ Punitive and Exemplary Damages
  - ☛ BMX Freestyle
  - ☛ Track Construction (to be referred)
  - ☛ Host Liquor (to be referred)
  - ☛ Excludes Cycling BC & FQSC

## KEY DEFINITIONS

- Bodily Injury:** Means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- Participant Liability** This coverage responds to and defends the insured in a lawsuit being made against an insured by a participant in a sanctioned event.
- Property Damage:** Liability for damage to property of others including loss of use.
- Personal Injury:** Injury other than bodily injury arising out of
- (a) False arrest, detention or imprisonment
  - (b) Malicious prosecution
  - (c) Wrongful entry into, or eviction of a person from a room, dwelling or premises that the person occupies
  - (d) Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services
  - (e) Oral or written publication of material that violates a person's right of privacy.
- Advertising Injury:** Injury arising out of libel, slander, defamation, infringement of copyright, title or slogan, piracy, unfair competition, idea misappropriation or invasion of rights of privacy as it relates to any advertisement, publicity article, broadcast or telecast.
- Incidental Medical Malpractice:** The rendering of or the failure to render necessary first aid any insured person who is not in the business or occupation of providing health care professional services.
- Blanket Contractual:** Provides coverage for claims arising out of liability that has been assumed by the insured under an insured contract.
- Tenants Legal Liability:** Liability resulting from damage to premises that is leased, loaned or occupied by you.
- Non-Owned Automobile:** Legal liability arising out of the operation of non-owned vehicles used in the Insured's business.

<b>Medical Payments:</b>	Provides payments to third parties for their medical expenses regardless of fault.
<b>Non Members Exclusion Endorsement:</b>	<p>It is understood and agreed that such insurance afforded by this policy shall not apply to any liability either real or alleged by any <b>participant</b> who is a non member except when an activity with non members participating has been reported on the approved commercial application and a premium is charged.</p> <p>This exclusion does not apply to non members participating in <b>club rides</b> as <b>approved by and reported</b> to the Provincial Governing Body. <b>Applicable to one day tryouts only.</b></p>
<b>Club Sanctioning Endorsement</b>	<p>It is hereby understood and agreed that coverage is only applicable to <b>sanctioned events</b> involving the insured.</p> <p>A sanctioned event is defined as an organized group ride which is documented prior to the date of the event and on file with the respective insured Provincial Sport Organization. Lists of individual members participating in the ride must be on file with the insured.</p> <p>Events organized and conducted by an individual member does not automatically constitute a sanctioned event. An executive of a member club or an executive of the governing body will be required to provide sanctioning approval prior to the event taking place.</p> <p>Failure to obtain sanctioning approval or failure to document the sanctioned event may result in a breach of coverage.</p> <p>It is further understood and agreed that the insurer shall not have any duty to defend any individual member for any suit arising as a result of a non sanctioned event or improperly documented sanctioned event.</p>

**PARTICIPANT ACCIDENT**

*This summary does not in and of itself provide coverage and it is subject to the terms and conditions which are set forth in the policy. It is intended only to provide basic details of coverage that are fully described in Master Policy No. JBS-002 effected with certain Lloyd's Underwriters (hereinafter called the Insurer) through Jones Brown Inc. In the event of any inconsistency, the actual policy will prevail.*

**Who is insured?**

**All members on record with the Canadian Cycling Association who is covered under a Canadian Federal and/or Provincial health and hospitalization insurance plan and, who is a resident of any Province in Canada.**

This plan covers injuries which are sustained by the Insured Person while:

- a) Participating in a **Training Program** (please see definition) or **Competition** which is **approved and under the supervision** of proper authority of the sport governing body
- b) Participating in a **Tour** provided such Tour is approved by and under the supervision of proper authority of the sport governing body
- c) Traveling directly to or from such **Training Program, Tour or Competition** under the supervision of proper authority of the sport governing body
- d) It is understood and agreed that coverage under this policy is not afforded to individual claims from members of Cycling B.C. and FQSC unless the individual is a member of the CCA National Team, while engaged in a sanctioned National Team activity.

**Specific Loss Indemnity:**

When injury results in any of the losses specified in the Schedule of Benefits in the policy within three-hundred and sixty-five (365) days of the date of the accident the loss paid will not be more than one (1) such amount. The largest will be payable as the result of one (1) accident.

	<b>MAXIMUM PAYABLE ANY ONE POLICY TERM</b>	
<b>Coverage &amp; Limit of Insurance:</b>	Accidental Death .....	\$ 20,000
	Permanent Total Disability .....	\$ 20,000
	Dismemberment, loss of use of a limb, loss of speech/hearing .....	\$ 30,000
	Dental treatment.....	\$ 5,000
	Dentures or Bridgework .....	\$ 500
	Bone Fractures (see schedule attached) .....	\$ 500
	Tutor.....	\$ 2,000
	Emergency Taxi .....	\$ 50
	Special Transportation .....	\$ 150
	Ambulance .....	\$ 250
	Accidental Reimbursement Expense .....	\$ 10,000
	Repatriation .....	\$ 10,000
	Rehabilitation .....	\$ 5,000
	Alteration of residence and vehicle .....	\$ 10,000
Eye glasses (accidental) .....	\$ 100	
Physiotherapy .....	\$ 500	
<b>Benefits:</b>	Death .....	\$ 20,000
	Loss of entire sight of both eyes .....	\$ 30,000

**Benefits (cont'd)**

Loss of speech or hearing.....	\$	30,000
Of a hand and a foot .....	\$	30,000
Of a foot and sight of one eye.....	\$	30,000
Of a hand and sight of one eye.....	\$	30,000
Of the sight of one eye.....	\$	30,000
Of hearing of one ear.....	\$	2,000
The two hands .....	\$	30,000
The two feet .....	\$	30,000
One arm .....	\$	30,000
One leg .....	\$	30,000
One hand .....	\$	30,000
One foot.....	\$	30,000
The thumb and index of one hand .....	\$	2,000

**Benefits for Total Paralysis:**

Quadriplegia.....	\$	30,000
Paraplegia.....	\$	30,000
Hemiplegia .....	\$	30,000

**Benefits (for complete fracture (including Greenstick type fracture))**

Skull (compound; not including facial bones and jawbone) .....	\$	500
Skull (not compound; not including facial bones and jawbone) .....	\$	165
Spine (one or more vertebrae) .....	\$	250
Jawbone (mandible or maxilla) .....	\$	165
Thigh (femur).....	\$	165
Pelvis.....	\$	165
Shoulder Blade (scapula).....	\$	125
Ankle (Pott's fracture).....	\$	125
Wrist (colles fracture) .....	\$	125
Leg (tibia or fibula) .....	\$	125
Kneecap (patella) .....	\$	135
Sternum.....	\$	85
Forearm (radius or ulna) .....	\$	60
Forearm (compound or comminuted).....	\$	115
Forearm (Not compound).....	\$	60
Sacrum or Coccyx.....	\$	85
Upper arm (humerus).....	\$	85
Collarbone (clavicle).....	\$	60
Hand (one or more metacarpals) .....	\$	40
Foot (one or more metatarsals).....	\$	40
Facial bones.....	\$	40
Nose.....	\$	60
Of two or more ribs.....	\$	50
Of one hand (one or more metacarpals) .....	\$	40
Of one foot (one or more metatarsals) .....	\$	40
Of the facial bones .....	\$	40
Of one rib .....	\$	25
Of any bone not specified above.....	\$	15
<b>For complete dislocation:</b>		
Of the hip.....	\$	210
Of the knee (with open primary repair).....	\$	165
Of the shoulder (with open reduction) .....	\$	125
Of the wrist.....	\$	85
Of the ankle.....	\$	85

Canadian Cycling Association  
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<i>Benefits (cont'd)</i>	Of the elbow .....	\$	60
	Of the bones of foot, other than toes .....	\$	40
<b>Severance of tendon or tendons:</b>			
	Heel (achilles) .....	\$	110
	Ankle .....	\$	100
	Knee .....	\$	90
	Foot (not toes) .....	\$	85
	Elbow .....	\$	85
	Wrist .....	\$	60
	Hand (including fingers) .....	\$	60
<b>Miscellaneous:</b>			
	Ruptured kidney (operative) .....	\$	135
	Ruptured liver (operative) .....	\$	135
	Ruptured spleen (operative) .....	\$	135
	Punctured lung - with open surgery .....	\$	115
	Burns - requiring one or more skin grafts .....	\$	110
	Knee-injured and requiring surgery .....	\$	110
	Bone operation-injured portion removed .....	\$	100

**KEY DEFINITIONS**

- Training Program:** Means a specific program developed in consultation with and under the direct supervision of proper authority of the sport governing body of which the insured person is a member.
- Tour:** Means travel undertaken by the Insured Person under supervision of the sport governing body of which the person is a member.
- Competition:** Means a cycling even organized, supervised and sponsored by the sport governing body of which the insured is a member

The insurance provided under the Participant Accident policy is available only to residents of Canada.

**Please note this is not a loss of wage policy**

**Out of Country Travel – this policy is not an Excess Medical Policy for Out of Country Travel. To arrange Excess Medical Coverage please contact your Provincial Sport Association.**