

**Group Insurance Contract**

**Policy Number: SRG 9124624**

**AIG Commercial Insurance Company of Canada**

(herein called the Company)

**DECLARATIONS**

1. **Name of Policyholder:** THE ONTARIO SOCCER ASSOCIATION
2. **Address:** 7601 Martin Grove Road, Vaughan, Ontario L4L 9E4
3. **Effective Date:** 12:01 a.m. local time at the Policyholder's address on the 1<sup>st</sup> day of October, 2008.
4. **Expiration Date:** 12:01 a.m. local time at the Policyholder's address on the 1<sup>st</sup> day of October, 2009.
5. **Plan:** SPECIAL RISK - WHILE PARTICIPATING IN SANCTIONED ACTIVITIES
6. **Eligible Classes of Insured Persons:** See below

**Class**

**Class Description**

I

All registered players, managers, coaches, executives, officials, referees or volunteers of the Policyholder, who are under the age of 70.

7. **Premiums Frequency:** Annually

8. **Premium Rates and Principal Sums:**

Class of Eligible Employee	Estimated Number of Eligible Insured Employees	Principal Sum for Each Eligible Class of Employee	Rate	Type of Coverage	Benefits Available to the Class of Eligible Employee
Class I		\$ 20,000.00		While participating in a practice, game, exhibition game, tournament or other activity which is sanctioned, supervised and sponsored by the Policyholder	Accidental Death & Dismemberment, Accidental Medical/Dental, Fracture

9. **Deposit Premium for War Risk Coverage:** N/A

10. **Aggregate Limit Per Accident:** \$ 2,000,000.00 any one (1) accident

In consideration of the payment of premiums by the Policyholder, the Company agrees to provide the benefits specified in this contract to persons within the Eligible Class of Employees and Eligible Class of Members, subject at all times to the terms, limitations, exclusions and conditions of this contract.

Issue Date: November 6, 2008/lf



Countersigned by \_\_\_\_\_

Authorized Representative

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## SECTION 1 DEFINITIONS

### 1.1 DEFINITIONS

In this policy the following terms have the following meanings:

**“Declarations”** means the Declarations relating to this contract set out on page one (1) of this document.

**“Dependent Child”** means a person who is either the natural child (legitimate or illegitimate) of the Insured Person, or adopted child of the Insured Person, or step-child of the Insured Person, or an infant to which the Insured Person is *“in loco parentis”*, and who is:

- (a) under twenty-three (23) years of age, unmarried and dependent upon the Insured Person for maintenance and support and who is not engaged in gainful employment more than twenty-five (25) hours per week at the time of Loss;
- (b) under twenty-six (26) years of age and unmarried and in attendance at an Institution of Higher Learning and dependent upon the Insured Person for maintenance and support and who is not engaged in gainful employment more than twenty-five (25) hours per week at the time of Loss; or
- (c) by reason of mental or physical infirmity, incapable of self-sustaining employment and who is considered a Dependent Child of the Insured Person within the terms of the Income Tax Act (Canada).

**“Effective Date”** means the date stipulated as the Effective Date in the Declarations.

**“Employer”** means the Policyholder or an affiliate or subsidiary thereof which employs the Classes of Eligible Employees set out at item 6 of the Declarations.

**“Hospital”** means an establishment which:

- (a) holds a license as a Hospital (if licensing is required in the jurisdiction);
- (b) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- (c) provides twenty-four (24) hour a day nursing service by registered or graduate nurses;
- (d) has a staff of one (1) or more licensed Physicians available at all times;
- (e) provides organized facilities for diagnosis, and major medical surgical facilities;
- (f) is not primarily a clinic, nursing, rest or convalescent home or similar establishment; and
- (g) is not, other than incidentally, a place for the treatment of alcohol or drug addiction.

**“Immediate Family”** means a person who is related to the Insured Person in any of the following ways: a Spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (including legally adopted or stepchild).

**"Injury"** means bodily Injury which is sustained by an Insured Person as a direct result of an unintended unanticipated accident, provided such accident is external to the body and occurs while the Insured Person's insurance under this contract is in force.

**"Institution of Higher Learning"** as used herein includes, but is not limited to, any university, private post secondary college or trade school, and any College of General and Vocational Education/ Collège d'enseignement général et professionnel (CÉGEP).

**"Insured Employee"** means an individual who belongs to a Class of Eligible Employees specified in the Declarations provided such individual's name is on file with the Policyholder as being insured under this contract.

**"Insured Member"** means an individual who belongs to a Class of Eligible Members specified in the Declarations provided such individual's name is on file with the Policyholder as being insured under this contract.

**"Insured Person"** means an Insured Employee or Insured Member.

**"Leased Aircraft"** means an aircraft owned by a person other than the Policyholder or the Employer that is used by the Policyholder or such Employer under the terms of a fixed agreement, the term of which is longer than one (1) week or more than one (1) or two (2) trips but which can vary widely and can be short or long term, exclusive or shared.

**"Loss"** when used with reference to:

- (a) **"Quadriplegia"**, **"Paraplegia"**, and **"Hemiplegia"** means the complete and irreversible paralysis of such limbs;
- (b) **"Hand"** or **"Foot"** means the complete severance through or above the wrist or ankle joint, but below the elbow or knee joint;
- (c) **"Arm"** or **"Leg"** means the complete severance through or above the elbow or knee joint;
- (d) **"Thumb and Index Finger"** means the complete severance through or above the first (1<sup>st</sup>) phalange;
- (e) **"Fingers"** means the complete severance through or above the first (1<sup>st</sup>) phalange of all four (4) Fingers of One (1) Hand;
- (f) **"Toes"** means the complete severance of both phalanges of all the Toes of One (1) Foot;
- (g) **"The Entire Sight of One (1) Eye"** means the total and irrecoverable Loss of Sight such that corrected visual acuity must be 20/200 or less in such eye;
- (h) **"The Entire Sight of Both Eyes"** means the total and irrecoverable Loss of Sight in both eyes such that corrected visual acuity must be 20/200 or less and the field of vision must be less than twenty (20) degrees in both eyes. A Physician certified in Ophthalmology must clinically confirm the diagnosis in writing;
- (i) **"Hearing in One (1) Ear"** means the diagnosis of permanent Loss of Hearing in One (1) Ear, with an auditory threshold of more than ninety (90) decibels. A Physician certified in Otolaryngology must confirm the diagnosis in writing;

- (j) **“Hearing”** means the diagnosis of permanent Loss of Hearing in Both Ears, with an auditory threshold of more than ninety (90) decibels in each ear. A Physician certified in Otolaryngology must confirm the diagnosis in writing;
- (k) **“Speech”** means complete and irrecoverable Loss of the ability to utter intelligible sounds; and
- (l) **“Loss of Use”** means the total and irrecoverable Loss of use provided the Loss is continuous for twelve (12) consecutive months and such Loss of use is determined to be permanent.

**“Loss”** when used herein may also include “Loss of Life”.

**“Owned Aircraft”** means an aircraft to which the Policyholder or the Employer (or a related company, subsidiary, affiliate, parent company, principal, officer or employee or family member of an officer or employee of the Policyholder, the Employer or such entity) holds legal or equitable title such that the Policyholder, Employer or such entity can use, alter or sell the aircraft as they wish.

**“Physician”** means a medical doctor, other than the Insured Person or the Insured Person's Immediate Family, who is licensed to administer medical treatment and prescribe drugs in the place where he or she provides medical services. The following are not considered to be Physicians, naturopath, herbalist and homeopath.

**“Principal Sum”** means that amount specified in the Declarations as the “Principal Sum” for the Class of Eligible Employees or Class of Eligible Members to which an Insured Person belongs.

**“Private Passenger Type Automobile”** means any means of transportation not operated for commercial purposes, designed to carry passengers and that is pulled, propelled or fuelled in any way, including cars, trucks, motorcycles, mopeds, snowmobiles or boats.

**“Sanctioned Activity”** means an event or activity which takes place at the direction and with the approval of the Policyholder;

**“Spouse”** means a person who is under the age of seventy (70) and who is either:

- (a) legally married to the Insured Person, or if there is no such person;
- (b) a person who, although not legally married to the Insured Person, is cohabitating with the Insured Person for a period of at least one (1) year and is publicly represented as the Insured Person's domestic partner in the community in which they reside.

**“Table of Losses”** means the table set out in Section 6.2 of this contract.

**“The Company”** means AIG Commercial Insurance Company of Canada.

## SECTION 2 TERM OF COVERAGE

### 2.1 TERM OF CONTRACT

This contract commences on the Effective Date and unless otherwise terminated or cancelled in accordance with the terms of this contract, it shall continue in effect until the last day of the period for which premium has been paid.

### 2.2 TERMINATION OF CONTRACT

- (a) The Policyholder may terminate this contract by giving at least thirty-one (31) days advance written notice to the Company by registered mail at the Company's Head Office which termination shall be effective at 12:01 am at the Policyholder's address on the date set out in such notice. In the event that this contract is terminated by the Policyholder, the Company shall refund the amount of premium, if any, paid in excess of the short rate premium for the time this contract was in effect, according to the short rate table in use by the Company at the time of termination.
- (b) The Company may terminate this contract effective at any time by providing at least thirty-one (31) days advance written notice of termination to the Policyholder which termination shall be effective at 12:01 am at the Policyholder's address on the date set out in such notice. A notice of termination given to the Policyholder by the Company shall be binding on each Insured Person as if such notice had been sent directly to each Insured Person. A pro rata premium shall be paid by the Policyholder for any fraction of a month for which this contract is in effect.

### 2.3 EFFECTIVE DATE OF INDIVIDUAL INSURANCE COVERAGE

The insurance of an individual shall take effect on the later of:

- (a) the date such person satisfies the definition of Insured Person;
- (b) the date requested by the Policyholder; and
- (c) the Effective Date of this contract.

If a person enters an Eligible Class of Employee as specified in the Declarations, or changes from one (1) such class to another, any consequential change in coverage hereunder shall take effect on the Effective Date of the change, except that if the person changes from one (1) Eligible Class of Employee to another and is absent from active full-time work on the Effective Date of such change for employment purposes, any consequential change in coverage hereunder shall only become effective upon the date the person returns to active full-time work.

### 2.4 TERMINATION OF INDIVIDUAL INSURANCE COVERAGE

The insurance of an Insured Person shall immediately end on the earliest of:

- (a) the date he or she no longer satisfies the definition of Insured Person;
- (b) the date he or she no longer belongs to an Eligible Class of Insured Person specified in the Declarations; and
- (c) the date this contract terminates.

## SECTION 3 PREMIUM

- (a) If the Policyholder has elected to pay premium monthly, all required premium shall be paid by the Policyholder in arrears and by no later than the fifteenth (15<sup>th</sup>) day of each month commencing with the month following the month in which the Effective Date occurs.
- (b) If the Policyholder has elected to pay premium annually, all required premium shall be paid by the Policyholder on or before the sixtieth (60<sup>th</sup>) day after the Effective Date. In the event of a change in coverage any additional premium must be paid on or before the sixtieth (60<sup>th</sup>) day after the Effective Date of such change.
- (c) If all the required premium is not paid during the applicable period set out in Section 3 (b) this contract and the coverage hereunder does not come into effect. If all the premium is not paid as required under Section 3 (a) this contract terminates at the end of the period permitted under such Section for the payment of premium and the Policyholder shall owe and shall pay to the Company all the premiums accruing up to the date of termination of this contract.
- (d) The Company may, by notifying the Policyholder, alter the rate stipulated in the Declarations at which premiums shall be computed. The Company shall provide the Policyholder with at least sixty (60) days advance written notice of any such change in rates.

## SECTION 4 POLICYHOLDER'S OBLIGATIONS

### 4.1 INFORMATION TO BE PROVIDED TO INSURED PERSONS

- (a) The Policyholder shall inform Insured Employees regarding the coverage which is provided under this contract and regarding the limitations of and exclusions from such coverage. This shall be done in a document, whether in written or electronic form, which shall be provided by the Policyholder to each Insured Employee. In the event of an amendment to the terms of this contract the Policyholder shall also deliver to Insured Employees an additional or amended document pertaining to such change. The Policyholder shall make this contract conveniently available to Insured Employees who wish to inspect it.
- (b) The Policyholder shall, upon request of an Insured Member, provide such person with a copy of this contract.

### 4.2 INFORMATION TO BE FURNISHED ABOUT INSURED PERSONS

The Policyholder must provide the Company, upon request, with all the information the Company requires to properly administer the coverage provided under this contract including but not limited to:

- (a) an accurate list of the names, home and work addresses of Insured Employees and the information required to determine an Insured Employee's Principal Sum, the amount of any benefit payable hereunder and the applicable premium for each Insured Employee;
- (b) the names of any Insured Employees who have left the employment of the Employer and the date of their departure; and
- (c) an accurate list of the names and addresses of Insured Members and the information required to determine an Insured Member's Principal Sum, the amount of any benefit payable hereunder and the applicable premium for each Insured Member.

### **4.3 ACCESS TO RECORDS**

On reasonable advance written notice, provided by the Company to the Policyholder, the Policyholder shall grant the Company access to salary records and other files which pertain to and which would allow the Company to verify eligibility, an Insured Person's Principal Sum, the amount of any benefit payable hereunder and the premium to be paid hereunder.

### **4.4 OBLIGATION OF POLICYHOLDER TO ENSURE ACCURACY AND CONSISTENCY WITH COLLECTIVE AGREEMENT**

The Policyholder is obliged to accurately determine if a person is eligible for coverage under this Policy and to submit the applicable premium for each Insured Person. The incorrect or erroneous submission of premium by the Policyholder does not have the effect of in any way altering the coverage otherwise available to any person under this Policy nor does it have the effect of in any way affording coverage to any person under this Policy if such person is not eligible. Further, the Policyholder shall ensure that if any collective agreement shall pertain or does pertain to the benefits afforded by this contract, that such collective agreement is consistent with and does not afford any lesser benefits or rights to Insured Person than is provided hereunder.

## **SECTION 5 PERMITTED ACTIVITIES AND SCOPE OF COVERAGE**

- (a) This contract affords coverage to an Insured Member only while participating in a Sanctioned Activity. An Insured Member is eligible for the benefits set out herein, provided that the Insured Member was participating in a Sanctioned Activity at the time of the accident causing Injury.

## **SECTION 6 PRIMARY BENEFIT**

### **6.1 ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

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 three hundred and sixty-five (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;
- (c) if more than one (1) Loss is sustained as the result of any accident, only one (1) benefit shall be payable, the largest; and
- (d) if the Insured Employee belongs to a Class of Eligible Employee for which Business Travel Coverage only is available, the accident causing Injury and Loss occurred while the Insured Employee was engaged in Business Travel.

### **6.2 TABLE OF LOSSES**

Loss of Life.....	The Principal Sum
Loss of Both Hands or Both Feet.....	The Principal Sum
Loss of Entire Sight of Both Eyes .....	The Principal Sum
Loss of One Hand and One Foot.....	The Principal Sum
Loss of One Hand and the Entire Sight of One Eye .....	The Principal Sum
Loss of One Foot and the Entire Sight of One Eye.....	The Principal Sum
Loss of One Arm or One Leg.....	Four-Fifths of The Principal Sum
Loss of One Hand or One Foot.....	Three-Quarters of The Principal Sum
Loss of The Entire Sight of One Eye.....	Three-Quarters of The Principal Sum
Loss of Thumb and Index Finger of the Same Hand .....	One-Third of The Principal Sum
Loss of Speech and Hearing.....	The Principal Sum
Loss of Speech or Hearing .....	Three-Quarters of The Principal Sum
Loss of Hearing in One Ear.....	Two-Thirds of The Principal Sum
Loss of Four Fingers of One Hand.....	One-Third of The Principal Sum
Loss of All Toes of One Foot .....	One-Quarter of The Principal Sum

**Loss of Use**

Loss of Use of Both Arms or Both Hands .....	The Principal Sum
Loss of Use of One Hand or One Foot .....	Three-Quarters of The Principal Sum
Loss of Use of One Arm or One Leg.....	Four-Fifths of The Principal Sum

**Paralysis**

Quadriplegia (total paralysis of both upper and lower limbs) .....	
	Two Times The Principal Sum up to a maximum of One Million Dollars
Paraplegia (total paralysis of both lower limbs) .....	
	Two Times The Principal Sum up to a maximum of One Million Dollars
Hemiplegia (total paralysis of upper and lower limbs of one side of the body) .....	
	Two Times The Principal Sum up to a maximum of One Million Dollars

**6.3 DISAPPEARANCE**

If the body of an Insured Person has not been found within one (1) year of the forced landing, stranding, sinking or wrecking of a conveyance in which such person was an occupant, then, for the purposes of this contract such Insured Person shall, in the absence of any evidence to the contrary, be deemed to have suffered Loss of Life.

## **SECTION 7 ADDITIONAL BENEFITS**

Subject to the conditions applicable to each of the additional benefits set out below, the Company shall pay additional benefits, up to the maximum amount specified for each such benefit, if an Insured Person suffers an Injury.

### **7.1 REHABILITATION BENEFIT**

If an Insured Person suffers Injury resulting in a Loss (other than Loss of Life) for which the Company has paid a benefit set out in the Table of Losses, the Company shall pay the reasonable and necessary expenses actually incurred for the occupational training of the Insured Person, provided that:

- (a) 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 or she would not have been engaged except for having suffered such Injury;
- (b) the training expenses are incurred within two (2) years from the date of the accident causing such Injury; and
- (c) no payment shall be made for ordinary living, travelling or clothing expenses.

The maximum amount payable for this benefit for all Injuries resulting from any one (1) accident is five thousand dollars (\$5,000.00) per Insured Person.

### **7.2 HOME ALTERATION AND VEHICLE MODIFICATION**

If an Insured Person suffers Injury resulting in a Loss (other than Loss of Life) for which the Company has paid a benefit set out in the Table of Losses and which Loss results in and necessitates the use of a wheelchair in order for the Insured Person to be ambulatory, the Company shall pay the reasonable and necessary expenses actually incurred for:

- (a) the one-time cost of alterations to the injured Insured Person's residence to make the residence wheel-chair accessible and habitable; and
- (b) the lesser of:
  - (i) the one-time cost of modifications necessary to a motor vehicle, owned by the injured Insured Person, to make the vehicle accessible or drivable for the Insured Person; and
  - (ii) the one-time cost to purchase a wheelchair accessible specially modified vehicle, with the prior approval of the Company.

This benefit is payable only if:

- (a) home alterations are made on behalf of the Insured Person and carried out by an experienced individual in such alterations and recommended by a recognized organization, providing support and assistance to wheel-chair users; and
- (b) vehicle modifications are made on behalf of the Insured Person and carried out by an experienced individual in such matters and modifications are approved by the Provincial vehicle licensing authorities in the Insured Person's province of residence.

The maximum amount payable for this benefit for all Injuries resulting from any one (1) accident is five thousand dollars (\$5,000.00) per Insured Person.

### **7.3 PSYCHOLOGICAL THERAPY**

If an Insured Person sustains Injury which results in a Loss payable under the Table of Losses other than Loss of Life, and subsequently as a result of such Injury and Loss, the Insured Person requires, within two (2) years from the date of such Injury, Psychological Therapy as prescribed by a Physician, the Company will pay the reasonable and customary expenses for Psychological Therapy.

**“Reasonable and Customary”** means the lesser of:

- (a) the usual charge made by Physicians or other health care providers for a given service or supply; or
- (b) the charge determined to be the prevailing charge made by Physicians or other health care providers for a given service or supply in the geographical area where it is furnished; or
- (c) the amount negotiated by the Company and the health care provider.

**“Psychological Therapy”** means treatment or counselling by a therapist or counsellor, who is licensed, registered, or certified to provide such treatment, whether such treatment is on an out-patient basis or provided while a patient at a medical facility licensed to provide such treatment.

The maximum amount payable for this benefit for all Injuries resulting from any one (1) accident per Insured Person is five thousand dollars (\$5,000.00).

### **7.4 FAMILY TRANSPORTATION**

If an Insured Person suffers Injury resulting in a Loss (other than Loss of Life) set out in the Table of Losses and if such Loss requires that the Insured Person be confined to a Hospital located more than one hundred (100) kilometres from his or her permanent place of residence, the Company shall pay the reasonable and necessary expenses actually incurred for the transportation of one (1) Immediate Family member to such Hospital. This benefit is only payable if:

- (a) confinement to Hospital occurs within three hundred and sixty-five (365) days of the accident causing Injury; and
- (b) reimbursement of expenses are limited to the cost of one (1) economy class return airfare via the most direct route, or the equivalent amount toward another type of common carrier transportation for such Immediate Family member.

The maximum amount payable for this benefit for all Injuries resulting from any one (1) accident is five thousand dollars (\$5,000.00) per Insured Person.

## **7.5 REPATRIATION BENEFIT**

If an Insured Person suffers Injury causing Loss of Life and:

- (a) such Loss of Life occurs more than fifty (50) kilometres from his or her permanent city of residence; and
- (b) such Loss of Life occurs within three hundred and sixty-five (365) days of the date of the accident causing the Injury,

the Company shall pay the actual expenses incurred for preparing the deceased Insured Person for burial or cremation and shipment of the body to the city of residence of the deceased Insured Person.

The maximum amount payable for this benefit for all Injuries resulting from any one (1) accident is five thousand dollars (\$5,000.00) per Insured Person.

## **7.6 FUNERAL EXPENSE**

If an Insured Person suffers Injury resulting in Loss of Life for which the Company has paid the benefit set out in the Table of Losses, the Company will reimburse the person who has incurred the actual expenses pertaining to the cremation, burial or funeral expenses of the Insured Person.

The maximum amount payable for this benefit is five thousand dollars (\$5,000.00) per Insured Person.

## **7.7 ACCIDENTAL PARA-MEDICAL EXPENSE REIMBURSEMENT BENEFIT**

If as a result of Injury, and within thirty (30) days from the date of the accident causing such Injury, an Insured Person who is insured under a Canadian provincial or territorial government health insurance plan obtains medical treatment in Canada from a legally qualified Physician and as a consequence of such Injury incurs expenses for any of the following para-medical services when recommended by a legally qualified Physician, the Company shall reimburse the Insured Person for the following reasonable and necessary expenses:

- (a) private duty nursing by a licensed graduate nurse (R.N.), who does not ordinarily reside in the Insured Person's home and who is not a member of his/her Immediate Family. This benefit is payable up to fifty dollars (\$50.00) per hour to a maximum of five thousand dollars (\$5,000.00) per Insured Person for all Injuries resulting from any one accident;
- (b) (i) transportation, when such service is provided by a professional air or land ambulance service to the nearest approved Hospital which is equipped to provide the required and recommended necessary treatment. This benefit is payable up to a maximum of three hundred dollars (\$300.00); if transportation is by taxi, limited to fifty dollars (\$50.00) per Insured Person for all Injuries resulting from any one (1) accident; (ii) Special Treatment Travel if the Insured Person requires treatment that can only be received not less than one hundred kilometers (100 km) from his permanent city of residence then the maximum benefit payable is one thousand dollars (\$1,000.)
- (c) Hospital charges for the difference between the public ward allowance under the Insured Person's provincial or territorial government health insurance plan and the semi-private accommodation charge for a semi-private Hospital room. This benefit is payable up to a maximum of five thousand dollars (\$5,000.00) per Insured Person for all Injuries resulting from any one (1) accident;

- (d) rental of a wheelchair, iron lung or other durable equipment, not to exceed the purchase price prevailing at the time rental became necessary;
- (e) fees for services of a licensed physiotherapist and athletic therapist. This benefit is payable up to a maximum of one thousand dollars (\$1,000.00) per Insured Person for all Injuries resulting from any one (1) accident less a deductible amount of one hundred dollars (\$100.00);
- (f) prescription drugs and medicines (except in the Province in Quebec);
- (g) expenses for hearing aids, crutches, splints, casts, trusses and braces, but excluding replacement thereof; This benefit is payable up to a maximum of one thousand dollars (\$1,000.00) per Insured Person for all Injuries resulting from any one (1) accident less a deductible amount of one hundred dollars (\$100.00);
- (h) fees for services of a licensed chiropractor. This benefit is payable up to a maximum reimbursement of three hundred dollars (\$300) per Insured Person for all Injuries resulting for any one (1) accident; and

Reimbursement shall only be made provided that expenses are:

- (a) incurred in Canada;
- (b) incurred within fifty-two (52) weeks of the date of the accident causing Injury;
- (c) incurred only for therapeutic and not elective treatment; and
- (d) which are supported by original receipts submitted to the Company as proof of claim.

This benefit is in excess of any similar benefit provided under any other insurance, policy or plan, including but not limited to a policy of automobile insurance and any federal or provincial hospital, medical or drug plan.

The maximum amount payable for this benefit is ten thousand dollars (\$10,000.00) per Insured Person for all Injuries resulting from any one (1) accident.

## **7.8 ACCIDENTAL DENTAL EXPENSE REIMBURSEMENT**

If the Insured Person suffers Injury to whole and sound teeth, and within thirty (30) days from the date of the accident causing such Injury obtains treatment in Canada for such Injury from a legally qualified dentist or dental surgeon and incurs related dental expenses, the Company shall reimburse the Insured Person the amount for such dental expenses up to the amount allowed for such service in the General Practitioner Schedule of Fees and Treatment Services of the Provincial Dental Association in the province or territory in which the Insured Person receives such treatment.

Reimbursement shall only be made provided that expenses are:

- (a) incurred in Canada;
- (b) incurred within fifty-two (52) weeks of the date of the accident causing Injury;
- (c) incurred only for therapeutic and not elective or aesthetic treatment; and
- (d) supported by an original standard dental claim form submitted to the Company as proof of claim.

This benefit is in excess of any similar benefit provided under any other insurance, policy or plan, including but not limited to a policy of automobile insurance and any federal or provincial hospital, medical or drug plan.

The maximum amount payable for this benefit is one thousand five hundred dollars (\$1,500.00) per Insured Person for all Injuries resulting from any one (1) accident.

## 7.9 FRACTURE BENEFIT

If an Insured Person sustains Injury resulting in a fracture or dislocation listed in the following Fracture Table, the Company shall pay the amount specified in the Fracture Table, provided that such fracture or dislocation occurs within thirty (30) days after the date of accident causing it.

The maximum amount payable for this benefit is one thousand (\$1,000.00) dollars per Insured Person for all Injuries resulting from any one (1) accident.

### Fracture Table

#### For complete fracture (including Greenstick type fracture) of:

The cranium (depressed fracture).....	100% of the Fracture Benefit
The cranium (other compound).....	40% of the Fracture Benefit
The spine (two or more vertebrae).....	100% of the Fracture Benefit
The spine (one vertebrae).....	40% of the Fracture Benefit
The spine (compression fracture) .....	20% of the Fracture Benefit
The upper jaw (maxilla).....	33% of the Fracture Benefit
The lower jaw (mandible).....	8% of the Fracture Benefit
The thigh (femur) .....	33% of the Fracture Benefit
The pelvis.....	33% of the Fracture Benefit
The knee cap (patella) .....	27% of the Fracture Benefit
The leg (tibia or fibula) .....	25% of the Fracture Benefit
The shoulder blade (scapula) .....	25% of the Fracture Benefit
The ankle (Pott's fracture).....	25% of the Fracture Benefit
The wrist (Colles fracture).....	25% of the Fracture Benefit
The forearm (compound or comminuted) .....	23% of the Fracture Benefit
The forearm (not compound) .....	12% of the Fracture Benefit
The sacrum or coccyx.....	17% of the Fracture Benefit
The sternum.....	17% of the Fracture Benefit
The Arm, between elbow and shoulder .....	17% of the Fracture Benefit
The collarbone (Clavicle) .....	12% of the Fracture Benefit
The nose .....	12% of the Fracture Benefit
Two or more ribs .....	10% of the Fracture Benefit
One Hand (one or more metacarpal) .....	8% of the Fracture Benefit
The Foot (one or more metacarpal) .....	8% of the Fracture Benefit
Facial bones.....	8% of the Fracture Benefit

One rib .....	5% of the Fracture Benefit
Any bone not specified above.....	3% of the Fracture Benefit

“**Cranium**” means the vault of the skull *consisting* of the following bones: frontal, parietals, occipital, temporals, sphenoid and ethmoid.

**For complete dislocation of the:**

Hip.....	42% of the Fracture Benefit
Knee (with open primary repair).....	33% of the Fracture Benefit
Shoulder (with open reduction).....	25% of the Fracture Benefit
Wrist.....	17% of the Fracture Benefit
Ankle.....	17% of the Fracture Benefit
Elbow .....	12% of the Fracture Benefit
Bones of Foot, other than Toes .....	8% of the Fracture Benefit

**7.10 TUTORIAL SERVICE BENEFIT**

In the event an Insured Person is totally confined to his or her residence or hospital due to a covered injury, the Company will pay the actual expense incurred within 52 weeks from the date of the accident for the tutorial services of a teacher, other than a relative of the Insured Person living in the same residence, then holding a current and valid Provincial Department of Education Teaching Certificate for the grade attained by the Insured Person provided:

- (a) such confinement occurs within 30 days of the date of the accident, and
- (b) such confinement is continuous for a minimum period in excess of 40 consecutive school days, and
- (c) such payment shall not exceed a rate of \$20.00 per hours nor an aggregate total payment of \$2,000.00 as the result of any one accident..

**SECTION 8  
BENEFICIARY DESIGNATION**

The Loss of Life benefit will be paid to the beneficiary designated by the Insured Person. This choice must be in writing and filed with the Policyholder. All other Benefit Amounts are paid to the Insured Person, unless otherwise directed by the Insured Person or the Insured Person’s designee.

If the Insured Person has not chosen a beneficiary, or if there is no beneficiary alive when the Insured Person dies, the Company will pay the Benefit Amount to the first surviving class in the following order:

- a) the Insured Person’s spouse,
- b) in equal shares to the Insured Person’s surviving children,
- c) in equal shares to the Insured Person’s surviving parents,
- d) in equal shares to the Insured Person’s surviving brothers and sisters,
- e) to the Insured Person’s Estate.

## SECTION 9 EXCLUSIONS AND LIMITATIONS

### 9.1 LIMITATIONS

The maximum amount payable per Insured Person under this contract for Losses sustained by any one (1) Insured Person as the result of any one (1) accident is the Principal Sum, except where a Loss is Quadriplegia, Paraplegia or Hemiplegia, in which case the maximum amount payable per Insured Person is the amount indicated for such Loss in the Table of Losses. This limitation does not apply to the additional benefits set out in Section 7 which are subject to their own specific limits.

### 9.2 AGGREGATE LIMIT PER ACCIDENT

The maximum amount payable by the Company under this contract for two (2) or more Insured Persons who suffer an Injury in any one (1) accident is the amount which is the Aggregate Limit per Accident set out in the Declarations.

If the total of the benefits which would be paid by the Company would exceed the Aggregate Limit per Accident, the Company shall not be liable to any one (1) Insured Person for any amount in excess of the Aggregate Limit per Accident. Each injured Insured Person's benefits shall be a portion of the benefits to which they otherwise would have been entitled hereunder. That portion shall be the proportion of what the Company would have paid hereunder to the Insured Person relative to what the Company would have paid hereunder to all Insured Persons who suffered an Injury in such accident but for the Aggregate Limit per Accident.

### 9.3 EXCLUSIONS

No coverage shall be provided under this contract and no payment shall be made for any Loss or claim resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks even if the proximate or precipitating cause of the Loss or claim is an accidental Injury:

- (a) suicide or any attempt thereat by the Insured Person while sane;
- (b) self inflicted Injury or any attempt thereat by the Insured Person while sane or insane;
- (c) declared or undeclared war or any act thereof;
- (d) sickness, disease, or bodily infirmity whether the Loss or claim results directly or indirectly from any of these;
- (e) mental incapacity whether the Loss or claim results directly or indirectly from any mental incapacity;
- (f) sustained while the Insured Person is undergoing the medical or surgical treatment of sickness, disease, or bodily or mental infirmity;
- (g) stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis, aneurysm;
- (h) travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured Person is:

- (i) riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
  - (ii) performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or
  - (iii) riding as a passenger in an Owned Aircraft or Leased Aircraft operated by the Policyholder.
- (i) infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes;
  - (j) injury or Loss sustained while the Insured Person is on full-time active duty in the armed forces or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured Person is on full-time active duty shall, upon application to the Company by the Policyholder, be refunded);
  - (k) injury or Loss sustained while the Insured Person is under the influence of alcohol and operating any vehicle or means of transportation or conveyance while his or her blood alcohol is over eighty (80) milligrams in one hundred (100) millilitres of blood;
  - (l) injury or Loss sustained while the Insured Person is under the influence of a drug or substance which is controlled as specified under the Controlled Drug and Substances Act (Canada) unless taken pursuant to the advice of and in strict accordance with the instructions of a duly licensed Physician;
  - (m) the commission or attempted commission by an Insured Person or Injury incurred while an Insured Person is in the course of committing or attempting to commit any act which if adjudicated by a court would be an indictable offence under the laws of the jurisdiction where the act was committed;
  - (n) an act, attempted act or omission taken or made by the Insured Person, or an act, attempted act or omission taken or made with the Insured Person's consent, for the purposes of interrupting the blood flow to the Insured Person's brain or to cause asphyxiation to the Insured Person whether with intent to cause harm or not;
  - (o) natural causes; and
  - (p) an accident occurring (i) while the Insured Employee is not engaged in an Occupational Activity, or (ii) while the Insured Member is not engaged in a Sanctioned Activity.

**9.4 ADDITIONAL EXCLUSION FOR INSURED EMPLOYEES BELONGING TO CLASS OF ELIGIBLE EMPLOYEE WITH OCCUPATIONAL ACTIVITY ONLY COVERAGE**

If the Insured Employee belongs to a Class of Eligible Employee for which there is Occupational Activity only coverage, no coverage shall be provided under this contract and no payment shall be made for any Loss or claim resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any accident causing Injury or Loss which does not occur during the Insured Employee's Occupational Activity.

## SECTION 10 GENERAL PROVISIONS

### 10.1 THE CONTRACT

The contract between the Policyholder and the Company consists of:

- (a) this document, including the Declarations; and
- (b) any written amendment(s) to this document issued by the Company.

The contract can be changed or amended without the consent of any Insured Person.

### 10.2 AMENDMENTS

Only the Chief Agent of the Company or his or her authorized representative has authority to waive or agree to amend any part of this contract on behalf of the Company.

### 10.3 WAIVER

The Company shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing and signed by the Company.

### 10.4 NOTICE

Any notice required or permitted to be given to or by the Policyholder or the Company pursuant to this contract shall be in writing and shall be deemed to be properly given if sent by prepaid registered mail to the applicable party at the address indicated below, or if sent by facsimile transmission to the facsimile number indicated below:

In the case of the Policyholder:

***The Ontario Soccer Association***

*7601 Martin Grove Road  
Vaughan, Ontario L4L 9E4*

In the case of the Company:

***AIG Commercial Insurance Company of Canada***

*145 Wellington Street West  
Toronto, Ontario M5J 1H8*

### 10.5 NOTICE AND PROOF OF CLAIM

The Policyholder or its agent, or a beneficiary entitled to make a claim or his or her agent, shall give written notice of claim to the Company by delivery thereof, or by sending it by registered mail, to the Head Office of the Company or to the address set out in Section 10.4;

- (a) not later than thirty (30) days from the date of the accident;
- (b) within ninety (90) days from the date of the accident or the Injury, furnish to the Company such proof of claim as is reasonably possible in the circumstances of the happening of the accident or Injury occasioned thereby; and

- (c) if so required by the Company, furnish a certificate as to the cause and nature of the accident or Injury caused thereby, for which the claim is made and as to the duration of the Injury or Loss, from a legally qualified medical practitioner.

#### **10.6 FAILURE TO GIVE NOTICE OR PROOF**

Failure to give notice of claim or furnish proof of claim within the time prescribed in Section 10.5 will not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible and in no event later than one (1) year from the date of the accident or the Injury and if it is shown that it was not reasonably possible to give notice or furnish proof within the time as prescribed.

#### **10.7 RIGHT OF EXAMINATION**

The Company has the right, and any Insured Person making a claim shall afford to the Company an opportunity, to examine him or her when and as often as the Company may reasonably require while the claim hereunder is pending, and also, in the case of the Loss of Life of an Insured Person, to make an autopsy subject to any law of the Insured Person's province of residence relating to autopsies.

#### **10.8 WHEN MONEYS PAYABLE**

The Company shall pay, within sixty (60) days after it has received sufficient proof of claim and the person entitled to benefits in connection with such claim, all moneys payable under this contract.

#### **10.9 LIMITATION OF ACTIONS**

An action or proceeding against the Company for the recovery of benefits under this contract shall not be commenced later than one (1) year (or such other longer period as is mandated by applicable law) after the last to occur of:

- (a) the date on which the accident causing Injury occurred;
- (b) the date on which the Injury occurred; and
- (c) the date on which the Loss occurred.

#### **10.10 PAYMENT OF CLAIMS**

The benefit payable for Loss of Life will be payable in accordance with Section 8 .

Unless otherwise specified herein:

- (a) any accrued other benefits payable but unpaid at the Insured Person's death will be paid to the Insured Person's estate; and
- (b) all other benefits are payable to the Insured Person.

### **SECTION 11 ADDITIONAL PROVISIONS**

#### **11.1 CURRENCY**

All moneys payable under this contract are payable in the lawful money of Canada unless otherwise stated.

## **11.2 ASSIGNMENT**

The Policyholder cannot assign this contract without the consent of the Company.

Neither the insurance provided hereunder nor benefits payable hereunder may be assigned.

## **11.3 NON-PARTICIPATING**

Neither the Policyholder nor any Insured Person is entitled to share in the profits or surplus of the Company.

## **11.4 GOVERNING LAW**

The relationship between the Company and the Policyholder shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

The relationship between the Company and any Insured Person shall be subject to the laws of the Insured Person's Canadian province or territory of residence at the time his or her insurance coverage hereunder comes into effect.

## **11.5 CONFORMITY WITH APPLICABLE LAW**

Any provision of this Policy, which is in conflict with any federal, provincial, territorial or other applicable law of an Insured Person's place of residence, is hereby amended to conform to the minimum requirements of that law.

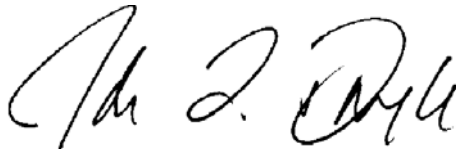
## **11.6 NOT IN LIEU OF WORKMEN'S COMPENSATION**

This contract is not in lieu of and does not affect any requirement for coverage under Workmen's Compensation legislation or similar law.

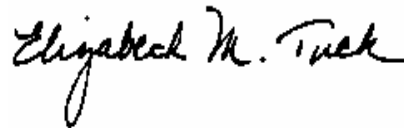
**11.7 COLLECTIVE AGREEMENT AND THIS CONTRACT**

This contract shall take precedence in the event of an inconsistency between this contract and any collective agreement which applies to the Insured Employee and to which the Policyholder or the Employer is a party.

In Witness Whereof, the AIG COMMERCIAL INSURANCE COMPANY OF CANADA has caused this contract to be signed by its Chief Agent for Canada.



President



Secretary



CEO and Resident Vice President  
AIG Canada



Countersigned by Authorized Representative