

# ONTARIO SOCCER ASSOCIATION



## INSURANCE PROGRAM OVERVIEW + FAQs

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# **OSA INSURANCE PROGRAM SUMMARY**

## **Frequently Asked Questions**

### **Who is HKMB HUB International?**

HKMB HUB is the insurance broker responsible for arranging the insurance program for the OSA and its members. For more information about HKMB HUB, you can visit their website at [www.HKMB.com](http://www.HKMB.com).

### **What type of insurance is provided by the OSA to its members?**

Liability Insurance and Accident Insurance

This insurance is arranged by the OSA for its registered members and the cost is included in the registration fee paid by each member.

### **What is the purpose of the General Liability and Accident Insurance Coverage?**

The primary purpose of the General Liability policy is to protect against lawsuits from individuals alleging that the sports organization and/or its members have negligently caused "bodily injury" to a player or spectator. The policy also covers other types of lawsuits such as "property damage", "personal injury" (libel & slander) and Non Owned Automobile liability. The policy does not cover expenses related to criminal charges brought against a member of the association regardless of the nature of the charge(s).

The Accident Policy is designed to reimburse a member in good standing who suffers a covered injury/death while participating in an OSA Sanctioned Activity. The Accident Policy is designed to provide coverage to those members who do not have access to another health insurance plan or to supplement existing health insurances.

### **Who is considered an 'insured' under the General Liability policy?**

Coverage is provided for the Association itself and Members registered in good standing with the OSA, but only while participating in activities sanctioned by the OSA.

Also considered 'Insured's' under the liability program are referees, coaches, managers, officials, administrators and volunteer workers, but only for acts within the scope of duties performed on behalf of the OSA.

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

Coverage is provided for all OSA sanctioned leagues, tournaments, camps and clinics. Coverage also includes training and development of OSA sanctioned referees.

### **Are Club/League/District fundraisers covered under the General Liability Policy?**

No. The OSA Program does not provide Liability coverage for fundraisers. However, coverage for fundraising events that do not involve the sale/distribution of alcohol is provided under the OSA

ClubCombo Program which each Club/League/District has the option to purchase. Information on the ClubCombo Program is available at [www.hkmb.com/clubcombo](http://www.hkmb.com/clubcombo).

**Our club has been asked to provide Proof of Insurance or a Certificate of Insurance. What is the process for obtaining this document?**

1. Complete a "Certificate of Insurance Request Form" which can be downloaded from the website.
2. Upon completion, forward the form to your district.
3. The district will then email the form to HKMB HUB (Attn: [osainsurance@hubinternational.com](mailto:osainsurance@hubinternational.com)) with a copy for the OSA (Attn: Jonathan Frankel [jfrankel@soccer.on.ca](mailto:jfrankel@soccer.on.ca)).

HKMB HUB has committed to process Certificate requests within 24 hours and email the Certificate back to the district, which, in turn, will email it to the requesting club.

**PLEASE NOTE** that only requests submitted on a properly completed "Certificate of Insurance Request Form" will be processed.

**Are Exhibition Games Covered?**

Yes, as long as the OSA sanctions the game.

**Is a parent covered if they are driving his or her own children to an event?**

No. The program does not provide coverage for parents driving their children to the game/practice because they are, in that circumstance, exercising their parental responsibility not a team duty.

However, coverage is in place for volunteers of the association while performing volunteer duties. Therefore, parents associated with a team or performing a specific duty assigned by the team (coach, assistant coach, or other authority) do have insurance coverage under this program.

**Does the policy provide coverage for lawsuits alleging sexual abuse/molestation?**

No. Abuse/molestation is excluded from coverage.

**Does the policy provide coverage against liquor liability claims?**

Yes. There is coverage under the Liability program for defense of liquor related claims but only if:

- they arise in connection with a Club/League/District/Association banquet or awards ceremony;
- Organizers have followed the OSA's *Alcohol Service* Policies which can be found on the OSA's website; and,
- the OSA has approved or sanctioned the event in advance – **Not Sanctioned: Not Covered.**

**Note: Fundraising events involving the sale/distribution of alcohol are not covered under this Liability program.** To obtain separate coverage, please contact [osainsurance@hubinternational.com](mailto:osainsurance@hubinternational.com).

**Do US residents registered with OSA teams and playing in Ontario have access to the Liability/Accident Insurance Coverage?**

The Liability insurers do accept US domiciled players as "members" of the OSA, therefore, they have the same access to the Liability program as Canadian members. In regard to the Accident Insurance, US

residents are covered under the OSA policy, however, the Excess Medical Expense endorsement would not apply. This coverage is intended for Canadian residents only since it designed to “top-up” provincial plans. All other coverage (i.e. Accidental Death and Dismemberment, Paralysis, Family Transportation, Fracture, Funeral Expenses, Home/Vehicle Adaptation, Psychological Therapy, Rehabilitation/Retraining, Repatriation and Tutorial Fees) applies to all eligible insured persons. See section "Who Is Insured?" for a description of eligible insured persons.

**Are OSA Member Clubs/Teams participating in US-based Leagues insured under the OSA's Insurance Program?**

Yes, provided that their participation has been sanctioned, OSA Member Clubs/Teams participating in US-based Leagues are afforded the same coverage available to other members.

**Are players insured when trying out for an outdoor team during the off-season if they are not registered with that team?**

Yes. In the off-season, players are covered when participating in OSA Club approved tryouts, training camps and practices with an outdoor team whether or not they are registered with that team. They are not, however, covered if they play in an organized game with a team with which they are not properly registered.

NOTE: As per OSA rules, all players who have registered for an outdoor season are insured until May 31 of the following year, e.g., a player registered for the 2005 outdoor season would have insurance until May 31, 2006.

## Accident (AD&D) Policy

### Who is covered?

"Persons Insured" under the program: Registered players, managers, coaches, executives, officials, referees or volunteers under age 70 in practice or competition in the sport under the supervision and direction of the Policyholder.

### When are they covered?

The above participants are covered during sanctioned activities of the OSA, such as games, practices, exhibition games, tournaments and other sanctioned activities supervised and sponsored by the Policyholder.

### What is not covered?

The policy does not cover any loss, fatal or non-fatal, caused by or resulting from:

1. suicide or any attempt thereof by the Insured Person while sane;
2. self inflicted Injury or any attempt thereof by the Insured Person while sane or insane;
3. declared or undeclared war or any act thereof;
4. sickness, disease, or bodily infirmity whether the Loss or claim results directly or indirectly from any of these;
5. mental incapacity whether the Loss or claim results directly or indirectly from any mental incapacity;
6. sustained while the Insured Person is undergoing the medical or surgical treatment of sickness, disease, or bodily or mental infirmity;
7. stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis; aneurysm;
8. 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: riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or riding as a passenger in an Owned Aircraft or Leased Aircraft operated by the Policyholder.
9. 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;
10. 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);
11. 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;
12. 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;
13. 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;
14. 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; and

15. natural causes.

The Medical Expense Benefit does not apply to the following charges and services:

1. for which the Insured Person has no obligation to pay;
2. eyeglasses, contact lenses and other vision or hearing aids and artificial limbs.
3. for any injury for which Workplace Safety and Insurance Board benefits or occupational injury benefits are payable.

**Is the coverage under this policy considered “excess”?**

Yes. The Medical Expense coverage is "excess" or the “second payer” and requires other collectable insurance (group medical plan, group blanket plan, governmental plan or program, or coverage provided or required by any law or statute, including automobile "fault" and "no-fault" coverage and Workplace Safety and Insurance Board) to respond first before the "excess" Accident policy will pay any benefits.

**Does this policy contain a deductible?**

Yes. The insurance plan contains a \$100 deductible with respect to physical therapy or orthopedic Appliances.

**How does a participant submit a claim in the event that a participant is injured?**

Refer to [How to Submit an Accident Claim](#)

## **Soccer Camps/Training Camps - What is covered under the OSA Insurance Policy?**

Criteria that a camp must meet in order to have coverage under the OSA insurance policy:

**The Organization running the event must be a registered organization in good standing with the OSA or District Association.**

- If not, the event would not be covered and anyone participating in the event would not have insurance coverage under the OSA policy.

**All participants participating in the event must be registrants of the OSA.**

- If a player is not registered they would not have coverage.
- The other participants (who are registered) would still have coverage.
- The club would jeopardize their insurance coverage if something happened to the non registered player.

Camps must be operated by the Governing Organization in good standing with the OSA or District Association. This includes that all profits made from camp would be retained by the Governing Organization, except for expenses paid for camp including but not limited to facility rentals and instructor honorariums. If a volunteer or coach of the club is running a camp that club must have sanctioned the event in order for the OSA Insurance Policy to trigger. It is strongly recommended that the coach before running an event like this get written confirmation from the club that they have approval to run a camp. The OSA Insurance Coverage does not extend to events operated outside of the OSA jurisdiction.

Only soccer related activities (on field) are covered for camps. Neither the Participant nor the Club would have coverage under the OSA insurance policy for non soccer related activities. This includes but is not limited to overnight stays and other sporting activities while at a camp. The club would be responsible for purchasing an additional insurance policy for the non soccer related activities at the camp.

Instructors at camps would be covered while instructing/participating in soccer related activities at the camp. The only exception is a professional instructor. Professional Instructor is someone that derives the majority of his/her salary as a soccer instructor.

Play Soccer Camps has a separate Accident and Liability Insurance policy and does not trigger the OSA insurance policy.