

2021 Cycling Insurance Program Summary

(For informative purposes only)

Participating Associations include:

Alberta Bicycle Association
Bicycle Newfoundland & Labrador
Cycle PEI
Cycling Association of Yukon
Manitoba Cycling Association
Ontario Cycling Association
Saskatchewan Cycling Association
Velo New Brunswick
Canadian Cycling Association



Gallagher

Insurance | Risk Management | Consulting

Prepared by:

Brent Brandham
Vice President, Sports & Recreation

103-435 McNeilly Road Stoney Creek, Ontario
Tel. (905) 575-1122
1-800-461-5087

www.aig.com/ca

Cycling Insurance Program 2021

Table of Contents

- 1. SPORTS LIABILITY 1
- 2. KEY EXCLUSIONS..... 4
- 3. SPORTS ACCIDENT 5
- 4. DIRECTORS & OFFICERS/MANAGEMENT LIABILITY 8
- 5. CLUB DIRECTORS & OFFICERS / MANAGEMENT LIAIBILTY10
- 6. CONTACT INFORMATION13

Cycling Insurance Program 2021

1. SPORTS 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 through Arthur J Gallagher UK Limited underwritten by Lloyd's Underwriters. In the event of any inconsistency, the actual policy will prevail.

What is Sports Liability Insurance?

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.

Period of Insurance

From: January 01, 2021

To: December 31, 2021

Both days inclusive Local Standard Time at the address of the Insured

What activities are covered?

All sanctioned and approved cycling activities of the Participating Provincial Associations including and while in consequence of:

- a.) In practice or competition which is organized by or under the supervision and direction of the Insured
- b.) In transport to or from the place of such practice or competition under the supervision and direction of the Insured.

The following provincial / territorial associations are included in the program:

Alberta Bicycle Association
Bicycle Newfoundland & Labrador
Cycle PEI
Cycling Association of Yukon
Manitoba Cycling Association
Ontario Cycling Association
Saskatchewan Cycling Association
Velo New Brunswick
Canadian Cycling Association

Who is an insured?

All participating members, managers and coaches of the insured, names as held on file with the Insured as declared to Underwriters

Description of coverage

Limits of Liability:

To Indemnify the Insured for all sums that the Insured becomes legally obligated to pay as compensatory damages of bodily injury, property damage and Personal Injury

\$10,000,000 per occurrence Public Liability CDN

\$10,000,000 Tenant's Legal Liability CDN

\$10,000,000 Personal Injury and Advertising Injury CDN

\$10,000,000 Products and Completed Operations (any one occurrence or series of occurrences) CDN

\$ 2,000,000 Non-Owned Auto

\$ 1,000,000 Employee Benefits CDN

\$10,000,000 Contingent Employers Liability CDN

\$ 2,500 First Aid and Medical Payments limited to \$10,000 any one accident CDN

\$10,000,000 Sports Professional Liability (any one Claim or series of Claims and in the aggregate for the Period of Insurance) CDN

\$2,000,000 Abuse Liability

Cycling Insurance Program 2021

Reimbursement \$1,000 per occurrence
(Deductible):

Conditions and Exclusions

The Retroactive Date in respect of Abuse Liability is 1st January 2017

Voluntary Compensation Coverage (Form 5000900)

Head Gear Warranty (Form 5210300)

Manuscript Endorsement #1: Extending Liquor Liability to Awards Banquet and Annual General Meetings (Form 5210703)

Legal Expense Reimbursement (Form 5230070)

Limit: \$25,000

Annual aggregate limit: \$25,000

Deductible: \$500

Additional named insured (Form 5340000)

LSW1192 Statutory Conditions, as attached

LSW1565C Code of Consumer Rights and Responsibilities, as attached

Exclusion - Liquor Liability (Form 5210800)

Exclusion - Other Insurance (Form 5211111)

Exclusion - Designated Activity, Service, or Work (Form 5210555)

Cyber Exclusion Clause – as attached

Coronavirus Exclusion – as attached

LMA5180 – Intention for AIF to Bind Clause

LMA5028 Service of Suit (Canada)

LSW1542F Lloyd's Underwriters Policyholders Complaint Protocol, as attached.

LMA 3100 (amended) - Sanction Clause

LMA3333 (Insurance) – Several Liability Clause

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:
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.

Cycling Insurance Program 2021

Tenants Legal Liability:

Liability resulting from damage to premises that is leased, loaned or occupied by you.

Medical Payments:

Provides payments to third parties for their medical expenses regardless of fault.

Club Sanctioning Endorsement:

It is hereby understood and agreed that coverage is only applicable to **sanctioned events** involving the insured.

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 Participating Association. Lists of individual members participating in the ride must be on file with the insured.

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.

Failure to obtain sanctioning approval or failure to document the sanctioned event may result in a breach of coverage.

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.

Cycling Insurance Program 2021

KEY EXCLUSIONS

Cyber Exclusion Clause

This policy does not apply to or include cover for or arising out of or relating to:

Cyber

any loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Definitions

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus** includes but is not limited to Trojan Horses, worms and time or logic bombs.

Coronavirus Exclusion Clause

This policy does not apply to or include cover for or arising out of or relating to:

Coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

- (a) any fear or threat (whether actual or perceived) of; or
- (b) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;

Coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

Cycling Insurance Program 2021

2. SPORTS 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 through Arthur J Gallagher UK Limited underwritten by Lloyd's Underwriters. In the event of any inconsistency, the actual policy will prevail.

INTEREST: Personal Accident

Sport Accident insurance including, but not limited to, Accidental Death and Bodily Dismemberment.

What is Sports Accident?

The Sports Accident policy is structured to provide a core level of coverage and benefits up to the Principal Sum of; \$50,000 CAD (per Insured Person)

\$1,000 (per Insured Person) Fracture Indemnity CDN
Waiting period 90 days in respect of weekly oncome benefits
\$1,000,000 Event Limit Clause CAD

This coverage is secondary to any other health care plan(s).

Expenses eligible under any other healthcare plan(s) must be submitted to that plan(s). Your Accident Policy will pay only the amount of expenses that are not eligible with any other insurer. Only claims up to the maximum benefits of the policy will be considered for payment. Explanation of benefits from other insurer, must accompany eligible expenses when submitting. You must have required and received medical /dental treatment commencing within 30 days of the accident. Insurance provider must receive notice of your accident within 30 days of the accident date and claim documentation within 90 days from the date of accident.

Who is covered?

Any active member of the Participating Association as a participant member, manager or coach in practice or competition which is a sanctioned or approved activity organized under the supervision and direction of the Participating Association; or being transported with other player members of the Participating Association as a group to or from the place of such practice or game; all under the supervision and direction of a Participating Association.

Conditions to be met:

- i.) Confirmation of your membership in an affiliated Participating Association
- ii.) The Participating Association accident insurance covers medical expenses associated with injuries caused while participating in sanctioned and is **in excess** of provincial health programs and private insurance.
- iii.) Must be received within 90 days

For example: If a Cyclist member, falls off their bike and twists his/her knee and requires physiotherapy; the Cyclist would first have to go through their Provincial/Territorial health care system to cover the costs of physiotherapy. If the Provincial/Territorial health care system will not cover the costs, then the cyclist would have to try and claim the physiotherapy bills through their own personal insurance or their parent's personal insurance (benefits through their workplace), if they have private medical insurance. If the personal insurance either will not cover the costs or there is no personal insurance in place, Sports Accident Insurance Policy would respond and cover the costs up to the amount stated in the policy.

Cycling Insurance Program 2021

What activities are covered?

All sanctioned and approved cycling activities excluding Cycling British Columbia and Federation Quebecoise des Sports Association including and while in consequence of:

- a.) In practice or competition which is organized by or under the supervision and direction of the Insured
- b.) In transport to or from the place of such practice or competition under the supervision and direction of the Insured..

Eligibility:

To be eligible for insurance all members shall be participating as Participants .Players, Managers, Coaches, Trainers, Executives, General Members or Officials, volunteers and employees in practice or competition in the sport under the supervision and direction of the Insured. All participating members, managers and coaches of the insured, names as held on file with the Insured as declared to Underwriters

Personal Accident Extension Program

Subject to the person to be Insured and them being active members of the Association, cover is extended to the Insured person whilst they practicing and training not under the supervision of their respective provincial association. Premium Rate:

\$20.00 per participant per annum in addition to standard membership charges CDN

1) DEFINITIONS

Accident:

Happening due to external, violent, sudden, fortuitous causes beyond the member's control. This happening must occur while the insurance is in force.

Injury:

Bodily injury suffered by a member caused directly by an accident as described above independent of any sickness or other causes.

Insured:

A member(s) who is participating in the sport named as a player, manager, coach, trainer, executive general member or official, volunteers, auxiliary workers and employees of one of the affiliated organizations of the Insured.

2) NOTICE OF PROOF OF CLAIM

In the event of a claim the claimant shall;

- a) give written notice to Arthur J Gallagher UK Limited or contact its claims representatives not later than 30 days from the date of such accident, and
- b) furnish to Arthur J Gallagher UK Limited or Claims 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 accident 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 a member, 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.

Cycling Insurance Program 2021

EXCLUSION/LIMITATIONS

No coverage is provided for workers compensation related injuries, alcohol/narcotic related injuries, eyeglasses/contact lenses, dentures, crowns or caps, suicide, intentional/self-inflicted injury, illness, unless developed as a result of the covered accident, pre-existing conditions. Reimbursement is limited to charges which do not exceed those generally charged for similar medical or dental care.

GENERAL PROVISIONS

Written notice of Injury on which claim may be based must be given to the Insurer within sixty (days) after the date of the accident causing such Injury. Such notice given by or on behalf of the Insured Person or beneficiary, as the case may be, shall be deliverable to Arthur J. Gallagher Canada Limited or to any authorized agent of Arthur J Gallagher Canada Limited. With particulars sufficient to identify the Insured Person, will be deemed to be notice to the Insurer. Failure to give notice within the time provided in this policy will not invalidate any claim, if it is shown not to have been reasonably possible to give such notice during such time and that notice was given as soon as was reasonably possible, but in no event later than one (1) year after the date of the accident.

The Insurer, upon receipt of such notice, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not so furnished within thirty (30) days after the receipt of such notice, the claimant will be deemed to have complied with the requirements of this policy as to proof of such loss upon submitting, within the time fixed in this policy for filing proofs of loss, written proof covering the occurrence, character and extent of the loss for which claim is made.

Written proof of loss must be furnished to the Insurer within ninety (90) days after the date of such loss. Failure to furnish such proof within such time will not invalidate nor reduce any claim, if it is shown not to have been reasonably possible to furnish such proof during such time and that such proof was furnished as soon as was reasonably possible, but in no event later than one (1) year after the date of the accident.

The Insurer will have the right and opportunity to examine the person of the Insured Person when and so often as it may reasonably require during the pendency of claim hereunder, and also the right and opportunity to perform an autopsy in case of death unless prohibited by law.

All indemnities payable under this policy will be paid immediately after receipt of due proof All moneys payable under this policy are payable in the lawful money of Canada.

This policy includes the endorsements and attached papers, if any, and contains the entire contract of insurance. No statement made by the applicant for insurance will void the insurance or reduce benefits hereunder unless contained in a written application signed by the applicant. No agent has authority to change this policy or to waive any of its provisions. No change in this policy will be valid unless duly approved by the Insurer and such approval be endorsed hereon or attached hereto.

All statements contained in any such application for insurance will be deemed representations and not warranties.

Legal action will not be taken to recover benefits under this policy until sixty (60) days after proof of loss has been submitted to the Insurer. The claimant will be limited to a one (1) year period (three (3) years in the province of Quebec) from the expiration of the time within which proof of loss is required by the policy during which legal action may be taken.

If any time limitation specified in this policy for giving notice of claim, or submitting proof of loss, or undertaking legal action is less than that permitted by law of the province in which the claimant is residing at the time of loss, then the time limitation will not be less than that provided for by provincial law.

The 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 thereafter, 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.

Unless otherwise provided in the Schedule, if the Policy holder cancels, earned premiums will be computed in accordance with the customary short rate table and procedures. If the Insurer cancels, earned premiums will be computed pro rata. Premium adjustment may be made at the time cancellation is effected, and if not then made, will be made as soon as practicable after cancellation becomes effective. The Insurer's cheque or the cheque of its representative mailed or delivered as aforesaid will be sufficient tender of any refund of premium due the Policyholder.

Cycling Insurance Program 2021

3. DIRECTORS & OFFICERS / MANAGEMENT LIABILITY

The Insurer will be permitted to examine the Policyholder's records relating to this policy at any reasonable time, and from time to time. 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 through Arthur J Gallagher UK Limited underwritten by Lloyd's Underwriters. In the event of any inconsistency, the actual policy will prevail.

What is Directors and Officers Insurance?

Designed to provide directors, officers, and their associations with coverage for the costs involved in defending themselves against and settling litigation brought by third parties alleging that they have suffered a financial loss due to the actions and omissions of directors/officers in managing their duties/associations.

Directors and Officers are appointed leaders representing the best interest in a fiduciary capacity for the association.

What types of claims can result against the PTSO board?

- Misrepresentation
- Wrongful dismissal
- Discrimination
- Misleading reports
- inefficient administration
- negligent evaluation
- Financial mismanagement
- Failure to remit/pay taxes

How does D&O protect the PTSO?

Directors and Officers Liability Insurance provides coverage for "Wrongful Acts," alleged to have been committed by the association's Board of Directors, employees, volunteers and officers while executing their duties in service to the association. The directors and officers owe their association a duty to exercise their powers in good faith and with prudent judgment.

Cycling Insurance Program 2021

4. CLUB DIRECTORS & OFFICERS / MANAGEMENT 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 through Trisura. In the event of any inconsistency, the actual policy will prevail.

What is the Club Directors and Officers Insurance Program?

Designed to provide directors, officers, and their companies/associations with coverage for the costs involved in defending themselves against and settling litigation brought by third parties alleging that they have suffered a financial loss due to the actions and omissions of directors/officers in managing their duties/associations.

Directors and Officers are appointed leaders representing the best interest in a fiduciary capacity for your club members, friends, colleagues and you are part of team responsible for the internal management of your club.

The Cycling Collective has arranged a cost-effective solution for Member Clubs by offering a comprehensive and cost-effective D & O Insurance Plan. The Cycling Collective recommends all clubs be protected.

Why do I need Directors & Officers Liability?

Embarrassment of having a lawsuit and not having Insurance coverage.

No director or officer wants to be served on a board and be sued and not have insurance that without it could leave them personally liable.

Being personally at risk in the event of a Lawsuit.

When there is a lawsuit, lawyers often go after the individual officers and directors in addition to the sports organization. By purchasing D & O Insurance for your club, you can be assured that if your Cycling club / sports organization is sued, that your home, retirement, savings account, or your children's education funds won't be at risk?

What types of claims can result against me?

- Misrepresentation
- Wrongful dismissal
- Discrimination
- Misleading reports
- inefficient administration
- negligent evaluation
- Financial mismanagement
- Failure to remit/pay taxes
- Failure to comply with the rules of the association/organization

How does D&O protect my club and its board members?

Directors and Officers Liability Insurance provides coverage for "Wrongful Acts," "alleged to have been committed by a club's Board of Directors, employees, volunteers and officers while executing their duties in service to the club. The directors and officers owe their club a duty to exercise their powers in good faith and with prudent judgment.

Who can sue a Non-Profit Cycling club?

- Insiders- current and former staff of alleging a host of wrongful acts, including wrongful termination, discrimination, sexual harassment, etc.
- Outsiders - Third parties that have a relationship with the board, like vendors, funders, or another nonprofit.
- The Entity- The club may bring an action against its directors and officers.

Cycling Insurance Program 2021

- Directors- a board member may sue another board member alleging violation of a duty owed to the club.
- Members- members may allege harm to the interests of the member.
- Donors- A club's contributor may sue directors and officers alleging misuse of a restricted gift or mismanagement of appropriated monies.
- Government— represents the interests of the general public in assuring the proper management of the association. As such, they may bring a claim against club directors and officers alleging wrongdoing.
- Other Government Officials— other government officials, including representatives of the Canadian Revenue Agency, etc. for tax issues, Department of Labour alleging violation of provincial or federal laws.

What are some example claims against Directors & Officers?

The board of a community Cycling club terminated the employment of a manager once they learned that he planned to start a competitive facility on a "for profit" basis nearby. The manager brought an action against the directors. The suit was brought for wrongful dismissal, mental distress and financial hardship caused by the inability to find comparable employment. Claim amount: \$100,000.

A cycling club in financial difficulty were presented with a number of claims were presented by banks, creditors, employees and parents for reimbursement of prepaid enrolment. Even though most claims were brought against the club, the *directors were* held personally liable for the claims of unpaid wages, wrongful dismissal and prepaid enrolment. Claim amount: \$30,000.

One of the directors of a national charitable organization donated a large amount of the charity's funds to help fund a personal enterprise. The director was criminally charged with misappropriation of the funds. The other directors were sued by the government on the grounds that they did not exhibit enough control over the actions of the other director. Even though one director was charged with a criminal act (which is excluded from most directors' and officers' policies), the policy responded for the suit against the other directors for lack of control over the funds. Claim amount: \$50,000

A flagger / official at a club event was judging a competitive cycling race and a rider lost by a "spilt second". The rider claimed he was wrong and it affected his national ranking, due to this apparent mistake by the judge. The rider sued the judge and club directors on the basis of wrongful acts and presented with a Claim amount: \$50,000

A parade in a town was sued by a spectator after one of the volunteer performers tossed a free gift into the crowd, injuring the plaintiff. Although the direct damages resulting from the bodily injury may seek indemnity under a CGL policy form, the plaintiff is suing for financial damages of \$200,000 from the directors and officers alleging inadequate safety protocol and training procedures. Defense costs are accumulating and expected to be significant. Claim settled for \$20,000

The executive director of Cycling Club was terminated due to unauthorized spending of the organization's funds. The club was sued for wrongful termination resulting in a settlement in favor of the former executive director. Claim Amount \$75,000

An executive of a cycling club was carrying on a relationship with one of its members. They went their separate ways; later the plaintiff filed a sexual harassment lawsuit against the executive and the club and was awarded \$60,000 from the D&O and liability policy.

Premiums start at \$325 a year for \$1,000,000 D&O coverage as follows;

	\$1,000,000 Aggregate Limit	\$2,000,000 Aggregate Limit	\$5,000,000 Aggregate Limit
Gross Annual Revenue of Club	Premium	Premium	Premium
\$0 to \$100,000	\$325.00	\$450.00	\$775.00
\$100,001 to \$500,000	\$450.00	\$650.00	\$1,300.00

Cycling Insurance Program 2021

The D&O Policy with **Trisura Guarantee Insurance Company** includes **access to unlimited legal advice** by calling **1-866-945- 5207**. If you have any questions that require the assistance of a lawyer, the Trisura Legal Assistance Hotline is available from 8 a.m. to midnight (local time), seven days per week. In emergency situations, your call will always be answered.

What do I do if I require legal assistance?

Have your policy number ready

By having this information ready, we will be able to quickly confirm that you are a Trisura policyholder.

Call the Hotline 1-866-945-5207

The first voice you hear will be a customer service agent, who will take down basic information and direct you to the correct area of law. You will then either speak directly to a lawyer or schedule the most convenient time for a lawyer to call you back.

Speak with the Lawyer

Their lawyers are knowledgeable and courteous, and will provide you with information and clearly defined next steps. There is no limit to the duration or number of calls. On the contrary, it is encouraged to call whenever you have a legal concern to help minimize risk of more complicated future problems.

Cycling Insurance Program 2021

5. CONTACT INFORMATION

Key Insurance Contacts:

Program Manager

Brent Brandham brent_brandham@ajg.com

Telephone # D 416.408.5457

M 416.779.1802

For Insurance Certificate Requests

Melissa_Larocca@ajg.com

Insurance and Risk Management Services provided by:



Gallagher

Insurance | Risk Management | Consulting

Arthur J. Gallagher Canada Limited
103 -435 McNeilly Road
Stoney Creek, Ontario
L8E 5E3

Forms and further information can be found on the dedicated website:

<https://www.ajg.com/ca/insurance/programs-partnerships/cycling-provincial-collective-insurance-program/>