


CYCLING  
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CANADA



BFL  
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# Cycling Insurance Program 2025

BFL CANADA Risk and Insurance Services Inc. | Financial Services Firm

bflcanada.ca |    

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# 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 the Master Policy through Markel Canada. 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, resulting in bodily injury or property damage to another party.

## Period of Insurance

**From:** January 1, 2025      **To:** January 1, 2026

Both days inclusive and according to 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	Cycling NWT

## Who is an insured?

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

## Description of coverage

### 1) 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.

Limits of Insurance	Coverages
\$10,000,000	Each occurrence
\$1,000,000	Tenants' Legal Liability
\$5,000,000	Personal Injury and Advertising Injury
\$10,000,000	Products and Completed Operations—Annual Aggregate
\$2,000,000	Non-Owned Auto—S.P.F. No. 6
\$1,000,000	Employee Benefits—Each Claim/Annual Aggregate
\$10,000,000	Employers Liability
\$2,500	Medical Payments (any one person)
\$2,000,000	Sports Errors & Omissions Liability (claims made)—Retroactive Date: January 1, 2024
\$2,000,000	Abuse Liability (claims made) Retroactive Date: January 1, 2017

### 2) Reimbursement (Deductible):

- \$1,000 per occurrence

## Endorsements and Exclusions

### 3) Exclusions

• Aircraft and Watercraft	• Liquor & Marijuana Liability	• Products Recall
• Abuse	• Access or Disclosure of Confidential Information and Data Related Liability	• Asbestos
• Cyber Incident	• Employment-Related Practices	• ERISA
• Fungi or Spores	• Lead	• Nuclear Energy
• Organic Pathogens	• Pollution Liability with Hostile Fire Exception	• Professional Liability
• Racing Activities—(Cycling and Running Races are Included)	• Radioactive Matter	• Recording and Distribution of Material or Information in Violation of Law (Anti-Spam)
• Silica	• Terrorism	• War Risks
• Sanctions Limitation Condition		

### 4) Endorsements

- WCGE102101—Commercial General Liability Policy—Occurrence Form
- CGE1002102—Employee Benefits Liability (Claims Made)
- CGE1012102—Employers' Liability
- CGE1392012—S.P.F. No. 6—Standard Non-Owned Automobile Liability Policy
- CGE1402012—S.E.F. No. 94—Legal Liability for Damage to Non-Owned Automobiles
- CGE1422012—S.E.F. No. 99—Excluding Long-Term Leased Vehicles

- SGE1472012—O.E.F. No. 98B—Reduction of coverage for lessees or drivers of leased vehicles
- SGE1172012— Additional Insured—BLANKET
- SGE2692106— Adjustable Policy Premium
- CGE2052103— Professional Services Amendment—Sports, Health and Fitness
- CGE2092211—Sanctions Events Limitation
- CGE2312103— Schedule of Named Insureds
- CGE1272012— Virus, Bacteria, Disease and Contagion Exclusion
- CGE2042211- Who is an Insured Amendment—Sports clubs & association
- CGE2482104—Sports Errors and Omissions Coverage (Claims Made)
- CGE1772103— Non-Accumulation of Limits
- CGE2062104— Host Liquor Liability Coverage (Sublimit)
- CGE1612012— Designated Operations or Entities Exclusion
  - Trails and Tracks Constructions
  - Maintenance of Cycling Trails without written approval from land owner
  - Inverted aerial maneuvers
  - Stunts

## Key Definitions:

<b>Bodily Injury:</b>	Means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.
<b>Participant Liability:</b>	This coverage responds to and defends the insured in a lawsuit being made against an insured by a participant in a sanctioned event.
<b>Property Damage:</b>	Liability for damage to property of others including loss of use.
<b>Personal &amp; Advertising Injury:</b>	Injury other than bodily injury arising out of: False arrest, detention or imprisonment, malicious prosecution, wrongful eviction or entry, invasion of private occupancy, slander or libel, invasion of privacy, use of another's advertising idea, and copyright, trade dress or slogan infringement.
<b>Blanket Contractual:</b>	Provides coverage for claims arising out of liability that has been assumed by the insured under an insured contract.
<b>Tenants Legal Liability:</b>	Liability resulting from damage to premises that is leased, loaned, or occupied by you.
<b>Medical Payments:</b>	Provides payments to third parties for their medical expenses regardless of fault.
<b>Club Sanctioning</b>	<p>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 do not automatically constitute a sanctioned event. An executive of a member club or an executive of the governing body will be required to provide sanctioning approval prior to the event taking place.</p> <p>Failure to obtain sanctioning approval or failure to document the sanctioned event may result in a breach of coverage.</p> <p>It is further understood and agreed that the insurer shall not have any duty to defend any individual member for any suit arising as a result of a non-sanctioned event or improperly documented sanctioned event.</p>

## 2. COMMUNITY MEMBERSHIP

The Community Membership tier is designed for clubs and individuals participating in purely recreational cycling. Activities are limited to weekly club rides and grand fondos—no racing. This membership tier comes with a reduced coverage schedule to help control costs. The reduced coverage schedule is as follows:

### General 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

- \$5,000,000 per occurrence
- \$1,000,000 Tenants' Legal Liability
- \$5,000,000 Personal Injury and Advertising Injury
- \$10,000,000 Products and Completed Operations (any one occurrence or series of occurrences)
- \$2,000,000 Non-Owned Auto
- \$1,000,000 Employee Benefits
- \$10,000,000 Employers Liability
- \$2,500 Medical Payments—(any one person)
- \$2,000,000 Sports Errors & Omissions Liability (claims made)—Retroactive Date: January 1, 2024

Note: Contains Racing Exclusion

### Sport Accident:

Coverage*	Deductible	Insurance Limits
<b>CGE3062211- Sport Participant Accident Coverage</b>		
Accidental Death and Dismemberment Limit	N/A	\$10,000
Accidental Medical Expense Limit	N/A	\$10,000
Accidental Dental Expense Limit	N/A	\$1,000
Aggregate	N/A	\$1,000,000
Physiotherapy Limits reduced to \$100 per visit/\$500 Aggregate per Insured		

**\* This policy is secondary to any other health care plan.  
Coverage within Canada only.**

## 3. SPORTS INCIDENT

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 Markel Canada. 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;

- CAD50,000(per Insured Person)

Waiting period 90 days in respect of weekly oncome benefits

### 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 insurers 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.

## What activities are covered?

All sanctioned and approved cycling activities, excluding Cycling British Columbia and Fédération québécoise des sports cyclistes, 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 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.

### 1) DEFINITIONS

- Accident:** Happening due to external, violent, sudden, or 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 as a player, manager, coach, trainer, executive general member or official, volunteer, auxiliary worker, and employee of one of the affiliated organizations of the Insured.

### DUTIES IN THE EVENT OF AN ACCIDENT In the event of a claim the claimant shall;

- a) Give written notice to BFL CANADA via your PTSO not later than 30 days from the date of such accident, and
- b) Furnish to BFL CANADA our 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 BFL CANADA 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 commence more than one year after the date the insurance money became payable or would have become payable if it had been a valid claim.



## EXCLUSIONS/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 DISPOSITION

### Notice of Injury

- Notify BFL CANADA within 60 days of the accident.
- Include enough details to identify the insured person.
- If notice cannot reasonably be given within 60 days, it must be sent as soon as possible, and no later than 1 year after the accident.

### Claim Forms

- Once notice is received, the insurer will provide the necessary claim forms.
- If forms are not received within 30 days, a written statement describing the loss (date, cause, and extent) will be accepted.

### Proof of Loss

- Submit written proof within 90 days after the date of loss.
- If impossible to meet this timeline, proof must still be sent as soon as possible, and no later than 1 year after the accident.

### Medical Examination/Autopsy

- The insurer may request medical exams during the claim process.
- In case of death, an autopsy may be performed (unless prohibited by law).

### Payment of Benefits

- Benefits are paid immediately upon receipt of valid proof.
- All payments are made in Canadian dollars.

### Policy Terms and Changes

- The policy, endorsements, and attachments form the entire contract.
- No broker can alter or waive provisions unless approved in writing by the insurer.

### Legal Action

- Legal action cannot be taken until 60 days after proof of loss is submitted.
- Action must be taken within 1 year of the proof-of-loss deadline (3 years in Quebec).
- If provincial law allows a longer period, that longer limit will apply.

### Cancellation

- Policyholder cancellation: Written notice to the insurer (short-rate premium applies).
- Insurer cancellation: Written notice to the policyholder with at least 30 days' notice (pro-rata premium applies).
- Refunds are made by cheque or equivalent payment once cancellation is effective.

## 4. 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 the master Policy through BFL CANADA, underwritten by Lloyd's Underwriters. In the event of any inconsistency, the actual policy will prevail.

### **What is Directors and Officers Liability 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.

## 5. CONTACT INFORMATION

### Key Insurance Contacts:

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