



**AMERICAN HOME ASSURANCE COMPANY®**

145 Wellington Street West

Toronto, Ontario M5J 1H8

("Head Office")

**Group Insurance Contract**

**Policy Number: SRG 9114255**

**American Home Assurance Company**

**(herein referred to as the "Company")**

**DECLARATIONS**

1. **Name of Policyholder:** ONTARIO SOCCER LEAGUE
2. **Address:** 7601 Martin Grove Road  
Vaughan, Ont. L4L 9E4
3. **Effective Date:** 12:01 a.m. local time at the Policyholder's address on the 26<sup>th</sup> day of April, 2007.
4. **Expiration Date:** 12:01 a.m. local time at the Policyholder's address on the 20<sup>th</sup> day of November, 2007.
5. **Plan: SPECIAL RISK OCCUPATIONAL - WHILE ENGAGED IN SANCTIONED ACTIVITIES**
6. **Eligible Classes of Insured Persons:**
  - individuals who are under the age of seventy (70); who are a member of one (1) of the following classes of individuals:
  - All Players, Coaches, Officials and Administrators of the Policyholder, whose names are on file with the Policyholder.
7. **Total Disability Weekly Accident Indemnity Benefit:**
  - (a) **Benefit amount:**
    - A. If the Insured Person is employed on a full-time, part-time or seasonal basis in gainful employment not connected to the Policyholder continuously for the six (6) consecutive weeks preceding Total Disability:

- 70% of the Insured Person's Regular Gross Weekly Earnings up to a maximum of \$250.00 per week.
- B. If the Insured Person is not employed on a full-time, part-time or seasonal basis in gainful employment not connected to the Policyholder continuously for the six (6) consecutive weeks preceding Total Disability:
- \$100.00 per week.
- (b) **Maximum Number of Weeks Payable:** no more than 13 weekly benefits for any one period of continuous Total Disability. For part-time Insured Persons, no more than 13 weekly benefits for any one period of continuous disability, or the date the Insured Person returns to school, whichever occurs first.
- (c) **Waiting Period:** fourteen (14) days from the date the Insured Person has been determined by a Physician to be wholly and continuously disabled and prevented from performing, in any setting, the essential duties of any occupation for which the Insured Person has the minimum qualifications.

8. **Premiums Frequency:** Annually

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

Class of Eligible Member	Estimated Number of Eligible Insured Persons	Principal Sum for Each Eligible Insured Person	Rate per person	Type of Coverage	Benefits Available to the Class of Eligible Member
Class I	2,450	\$10,000	\$11.50	Association Coverage	Accidental Death & Dismemberment, Accidental Medical, Total Disability Weekly Accident Indemnity, Fracture

10. **Annual Premium: \$28,175.00**

11. **Deposit Premium for War Risk Coverage:** *not covered*

12. **Aggregate Limit Per Accident: \$2,500,000.00** 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 Members, subject at all times to the terms, limitations, exclusions and conditions of this contract.

Issue Date: May 2, 2007/jb

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

Authorized Representative

<b>DECLARATIONS.....</b>	<b>1</b>
<b>SECTION 1 DEFINITIONS .....</b>	<b>5</b>
1.1 DEFINITIONS .....	5
<b>SECTION 2 TERM OF COVERAGE .....</b>	<b>8</b>
2.1 TERM OF CONTRACT .....	8
2.2 TERMINATION OF CONTRACT .....	8
2.3 EFFECTIVE DATE OF INDIVIDUAL INSURANCE COVERAGE .....	8
2.4 TERMINATION OF INDIVIDUAL INSURANCE COVERAGE .....	9
<b>SECTION 3 PREMIUM.....</b>	<b>9</b>
<b>SECTION 4 POLICYHOLDER’S OBLIGATIONS .....</b>	<b>9</b>
4.1 INFORMATION TO BE PROVIDED TO INSURED PERSONS .....	9
4.2 INFORMATION TO BE FURNISHED ABOUT INSURED PERSONS .....	9
4.3 ACCESS TO RECORDS.....	10
<b>SECTION 5 SANCTIONED ACTIVITIES AND SCOPE OF COVERAGE .....</b>	<b>10</b>
<b>SECTION 6 PRIMARY BENEFITS.....</b>	<b>10</b>
6.1 ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT .....	10
6.2 TABLE OF LOSSES .....	10
6.3 DISAPPEARANCE .....	11
<b>SECTION 7 ADDITIONAL BENEFITS .....</b>	<b>11</b>
7.1 WEEKLY ACCIDENT INDEMNITY BENEFIT (CANADIAN RESIDENTS ONLY) .....	11
7.2 REHABILITATION BENEFIT .....	13
7.3 EMERGENCY TAXI BENEFIT .....	13
7.4 ACCIDENTAL PARA-MEDICAL EXPENSE REIMBURSEMENT BENEFIT .....	13
7.5 ACCIDENTAL DENTAL EXPENSE REIMBURSEMENT .....	14
7.6 TUTORIAL FEES .....	15
7.7 FRACTURE BENEFIT .....	15
<b>SECTION 8 BENEFICIARY DESIGNATION.....</b>	<b>16</b>
<b>SECTION 9 EXCLUSIONS AND LIMITATIONS.....</b>	<b>17</b>
9.1 LIMITATIONS.....	17
9.2 AGGREGATE LIMIT PER ACCIDENT.....	17
9.3 EXCLUSIONS .....	17
<b>SECTION 10 GENERAL PROVISIONS .....</b>	<b>18</b>
10.1 THE CONTRACT .....	18
10.2 AMENDMENTS .....	18
10.3 WAIVER .....	19
10.4 NOTICE.....	19
10.5 NOTICE AND PROOF OF CLAIM .....	19
10.6 FAILURE TO GIVE NOTICE OR PROOF .....	19
10.7 RIGHT OF EXAMINATION .....	19
10.8 WHEN MONEYS PAYABLE .....	20
10.9 LIMITATION OF ACTIONS .....	20
10.10 PAYMENT OF CLAIMS.....	20
<b>SECTION 11 ADDITIONAL PROVISIONS .....</b>	<b>20</b>
11.1 CURRENCY .....	20

11.2 ASSIGNMENT ..... 20  
11.3 NON-PARTICIPATING ..... 20  
11.4 GOVERNING LAW ..... 21

## 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.

**“Effective Date”** means the date stipulated as the Effective Date in 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 during a Sanctioned Activity as a direct result of an unintended unanticipated accident, provided such accident is external to the body and occurs while and in consequence of:

1. With respect to Players, Managers and coaches:

- (a) participating in a practice session or game, which session or game is approved by and under the supervision of proper authority of the team, club, organization or the Policyholder of which the Insured Person is a member, or
- (b) travelling directly to or from such practice session or game with other Insured Persons, under the supervision of proper authority of the team, club, organization or the Policyholder of which the Insured Person is a member.

2. With respect to officials:
  - (a) participating in a practice session or game, which session or game is approved by and under the supervision of proper authority of the team, club, organization or the Policyholder of which the Insured Person is a member; or
  - (b) travelling directly to or from his residence and the place of such practice session or game along a normal or reasonable route, without delay or stop-over.
3. With respect to administrators:
  - (a) participating, as a delegate member of the Policyholder, in any meeting, convention or competition; or
  - (b) travelling directly to or from his residence and the place of such meeting, convention or competition along a normal or reasonable route, without delay or stop-over.

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

**"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”.

**“Permanent and Total Disability”** means Injury which prevents an Insured Person from performing at least two (2) of the six (6) Activities of Daily Living, without assistance from another person. Also, the Insured Person must be determined, on evidence satisfactory to the Company, to be and remain, as of twelve (12) months after the date of the Injury, incapable of performing at least two (2) of the six (6) Activities of Daily Living without assistance from another for the remainder of his or her life. The disability must be determined to be total, permanent, and irreversible and certified to be such by a Physician acceptable to the Company. The Insured Person’s inability to actually obtain employment is not a criteria to qualify for the Permanent and Total Disability benefit.

**“Physician”** - means a medical doctor (M.D.), licensed and practicing in Canada, and acting within the scope of his or her license and who is not: (1) the Insured Person; (2) a member of the Insured Person’s Immediate Family; or (3) retained by the Policyholder.

**“Principal Sum”** means that amount specified in the Declarations as the “Principal Sum” for the 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.

**“Regular Gross Weekly Income”** means the Insured Person’s annual income from employment for tax purposes as reported at line 101 of the Insured Person’s T1 personal income tax return for the year immediately preceding the year in which Total Disability first (1<sup>st</sup>) occurred, divided by fifty-two (52).

**“Residence”** means both the dwelling of which an Insured Person is an occupant and the premises on which it is situated.

**“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 American Home Assurance Company.

**"Total Disability" or "Totally Disabled" means** a state of incapacity of the Insured Person resulting from an Injury that requires treatment by a Physician within thirty (30) days of the date of the accident causing Injury and which prevents the Insured Person from performing, in any setting, the essential duties of any occupation for which the Insured Person has the minimum qualifications.

**"Waiting Period"** means the number of days, as set out at Item 7(b) of the Declarations, which commences on the date the Insured Person has been determined by a Physician to be impaired from performing the essential duties of any occupation for which the Insured Person has the minimum qualifications.

## 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 Insured Person, 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.

## **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**

The Policyholder shall, upon request of an Insured Person, 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 an accurate list of the names and addresses of Insured Persons and the information required to determine an Insured

Person's Principal Sum, the amount of any benefit payable hereunder and the applicable premium for each Insured Person.

#### 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 records and other files which pertain to and which would allow the Company to verify eligibility for coverage under this policy and the premium to be paid hereunder.

### SECTION 5 SANCTIONED ACTIVITIES AND SCOPE OF COVERAGE

This contract provides coverage to an Insured Person only while participating in a Sanctioned Activity. An Insured Person is eligible for the benefits set out herein, provided that the Insured Person was participating in, or travelling to or from, a Sanctioned Activity at the time of the accident causing Injury.

### SECTION 6 PRIMARY BENEFITS

#### 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; and
- (c) if more than one (1) Loss is sustained as the result of any accident, only one (1) benefit shall be payable, the largest.

#### 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 Entire Sight of Both Eyes .....	Two Times The Principal Sum
Loss of One Hand and the Entire Sight of One Eye .....	Two Times The Principal Sum
Loss of One Foot and the Entire Sight of One Eye .....	Two Times 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 .....	One and One-Third Times The Principal Sum
Loss of Thumb and Index Finger of the Same Hand.....	Two-Thirds of The Principal Sum
Loss of Speech and Hearing .....	Two Times The Principal Sum

Loss of Speech or Hearing .....One and One-Third Times The Principal Sum  
 Loss of Hearing in One Ear ..... Two-Thirds of The Principal Sum  
 Loss of Four Fingers of One Hand ..... Two-Thirds of The Principal Sum  
 Loss of All Toes of One Foot ..... One-Half of The Principal Sum

**Loss of Use**

Loss of Use of Both Feet or Both Hands ..... Two Times The Principal Sum  
 Loss of Use of One Hand and One Foot ..... Two Times The Principal Sum  
 Loss of Use of One Hand or One Foot ..... One and One-Third Times The Principal Sum  
 Loss of Use of One Arm or One Leg ..... One and One-Half Times The Principal Sum

**Paralysis**

Quadriplegia (total paralysis of both upper and lower limbs) ..... Two Times The Principal Sum  
 Paraplegia (total paralysis of both lower limbs) ..... Two Times The Principal Sum  
 Hemiplegia (total paralysis of upper and lower limbs of one side of the body) ..... Two Times The Principal Sum

**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 WEEKLY ACCIDENT INDEMNITY BENEFIT (CANADIAN RESIDENTS ONLY)**

- (a) If an Insured Person suffers Injury causing Total Disability, the Company shall pay a Weekly Accident Indemnity Benefit during a period of continuous Total Disability subject to the following conditions:
  - (i) the period of Total Disability must commence within thirty (30) days after the date of the accident causing Injury;
  - (ii) benefits shall be payable in the amount or at the rate stated in Item 7(a) of the Declarations, as applicable to such Insured Person and subject to the limitation and exclusions contained in this contract and the all sources maximum percentage as shown hereunder in paragraph (c);

- (iii) the benefit is only payable if the Insured Person remains wholly and continuously Totally Disabled throughout the Waiting Period and during any period of Total Disability;
  - (iv) benefits shall be payable for a period of Total Disability commencing on the first (1<sup>st</sup>) day after the end of the Waiting Period;
  - (v) the maximum period for which benefits shall be paid for any one period of Total Disability shall not exceed the Maximum Number of Weeks Payable as stated in Item 7(b) of the Declarations, subject to the limitations set out in Section 7.1(b) of this contract; and
  - (vi) if this contract provides for a Permanent and Total Disability benefit, weekly accident indemnity benefits hereunder cease on the date the Insured Person satisfies the definition of Permanent and Total Disability and qualifies for such benefit.
- (b) Total Disability resulting from the same accident or from related accidents shall be considered as one (1) period of Total Disability, unless the periods of disability are separated by the Insured Person's active return to work on a full-time basis for at least two (2) consecutive months. Successive periods of Total Disability resulting from different and unrelated causes shall also be considered as a single period of disability unless the Insured Person has totally recovered from the first (1<sup>st</sup>) disability at the beginning of the second (2<sup>nd</sup>) disability and has actively returned to work on a full-time basis at full salary for at least one (1) entire day.
- (c) If the Weekly Accident Indemnity Benefit payable under this policy for Total Disability exceeds seventy-five percent (75%) of the Insured Person's pre-disability Regular Gross Weekly Income, the Weekly Accident Indemnity Benefit otherwise payable will be reduced by any amount exceeding said percentage.

The Weekly Accident Indemnity Benefit payable to the Insured Person will take into account any of the benefits paid, payable or for which there is a right under the following:

1. the disability or retirement provisions of the Canada/Quebec Pension Plans;
2. the benefits payable in accordance with Workers' Compensation or Occupational Disease Act or Law, or any other law which provides compensation for an occupational injury;
3. the income benefits provided by or through any automobile insurance or similar legislation;
4. the disability, retirement or other income benefits provided by or through the Insured Person's Employer;
5. the benefits paid or payable under an individual insured or non-insured disability plan.

For the purposes of indemnity offsets, the benefits referred to above will be the amount for which the Insured Person qualifies at the same time he meets the requirements for entitlements to benefits under such Acts, excluding any amounts he may receive on account of or on behalf of eligible dependents. Any subsequent changes to the amounts payable under any of the above stated benefits, which are specifically designated as cost-

of-living adjustments, will neither reduce nor increase the amount of Weekly Accident Indemnity Benefit payable hereunder.

## **7.2 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 three (3) 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.

## **7.3 EMERGENCY TAXI BENEFIT**

When, due to Injury, an Insured Person requires immediate medical attention, the Company will pay the Reasonable expenses actually incurred for a licensed taxi to transport the Insured Person to either a Physician's office or the nearest Hospital.

The maximum amount payable for this benefit for all Injuries resulting from any one (1) accident is fifty dollars (\$50.00) per Insured Person.

## **7.4 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) fees for 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 the Insured Person's Immediate Family. 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;
- (b) transportation costs, when such service is provided by a professional 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 one thousand dollars (\$1,000.00) per Insured Person for all Injuries resulting from any one (1) accident;
- (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 accommodation charge for a semi-private Hospital room.

- (d) fees for 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. This benefit is payable up to a maximum of two hundred and fifty dollars (\$250.00) per Insured Person for all Injuries resulting from any one (1) accident;
- (f) cost of prescription drugs and medicines (except in the Province of Quebec);
- (g) expenses for hearing aids, crutches, splints, casts, trusses and braces, but excluding replacement thereof; and
- (h) fees for services of a licensed chiropractor. This benefit is payable up to a maximum reimbursement of two hundred and fifty dollars (\$250) per Insured Person for all Injuries resulting from any one (1) accident.

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) 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.

## **7.5 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 five thousand dollars (\$5,000.00) per Insured Person for all Injuries resulting from any one (1) accident.

**7.6 TUTORIAL FEES**

When, within thirty (30) days from the date of the accident, Injury totally confines an Insured Person to Residence or Hospital for a period in excess of forty (40) consecutive school days, the Company will pay the expenses incurred, within twelve (12) months immediately following the date of the accident, for the tutorial services of a qualified teacher, who does not ordinarily reside in the Insured Person’s Residence and is not a member of the Immediate Family, holding a current Provincial Department of Education Teaching Certificate for the grade attained by the Insured Person, up to a maximum rate of twenty (20) dollars per hour.

The maximum amount payable for this benefit is two thousand (\$2,000.00) dollars per Insured Person for all Injuries resulting from any one (1) accident.

**7.7 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) .....	50% 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) .....	33% 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

**Severance of tendon or tendons:**

Heel (Achilles) .....	22% of the Fracture Benefit
Ankle .....	20% of the Fracture Benefit
Knee .....	18% of the Fracture Benefit
Foot (not toes) .....	17% of the Fracture Benefit
Elbow.....	17% of the Fracture Benefit
Wrist .....	12% of the Fracture Benefit
Hand (including fingers) .....	12% of the Fracture Benefit

**Miscellaneous:**

Ruptured kidney (operative) .....	27% of the Fracture Benefit
Ruptured liver (operative) .....	27% of the Fracture Benefit
Ruptured spleen (operative).....	27% of the Fracture Benefit
Punctured lung - with open surgery.....	23% of the Fracture Benefit
Burns – requiring one or more skin grafts .....	22% of the Fracture Benefit
Knee – injured and requiring surgery (when there is no fracture or dislocation) .....	22% of the Fracture Benefit
Bone operation – injured portion removed (when there is no fracture or dislocation) .....	20% of the Fracture Benefit

**SECTION 8  
BENEFICIARY DESIGNATION**

The Insured Person may designate a beneficiary to receive the amount payable hereunder for his or her Loss of Life. In the absence of such a beneficiary designation, the benefit for Loss of Life of an Insured Person shall be payable to the estate of the Insured Person.

## 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, mental or emotional incapacity or bodily infirmity whether the Loss or claim results directly or indirectly from any of these;
- (e) Injury sustained while the Insured Person is undergoing the medical or surgical treatment of sickness, disease, or mental infirmity;
- (f) stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis, aneurysm;
- (g) 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.
- (h) 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;
  - (i) Injury 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);
  - (j) Injury 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;
  - (k) Injury 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) or unless taken pursuant to the advice of and in strict accordance with the instructions of a duly licensed Physician;
  - (l) 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;
  - (m) any attempt at self-asphyxiation whether with intent to harm oneself or not; and
  - (n) an accident occurring while the Insured Person is not engaged in an Sanctioned 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:

***Ontario Soccer League***  
7601 Martin Grove Road  
Vaughan, Ont. L4L 9E4

In the case of the Company:

***American Home Assurance Company***  
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 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**

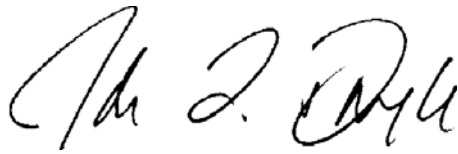
Neither the Policyholder nor any Insured Person is entitled to share in the profits or surplus of the Company.

**11.4 GOVERNING LAW**

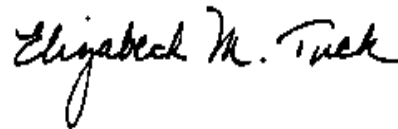
The relationship between the Company and the Policyholder shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

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.

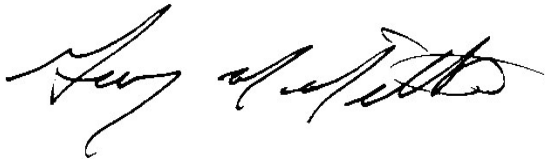
In Witness Whereof, the AMERICAN HOME ASSURANCE COMPANY has caused this contract to be signed by its Chief Agent for Canada.



President



Secretary



CEO and Resident Vice President  
AIG Canada

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

Authorized Representative