

KARATE ONTARIO

INSURANCE PROGRAM OVERVIEW + FAQ'S

Prepared By:
Partner: Alan Hollingsworth
Account Assistant: Brent Brandham



HUB International HKMB Insurance Brokers

595 Bay Street, Suite 900
Toronto, Ontario M5G 2E3
Tel: (416) 597-0008
Fax: (416) 597-0957

May 2009

KAO INSURANCE PROGRAM SUMMARY

Frequently Asked Questions

Who is HKMB HUB International?

HKMB HUB is the insurance broker responsible for arranging the insurance program for the KAO and its members. For more information about HKMB HUB, you can visit their website at www.HKMB.com.

What type of insurance is provided by the KAO to its members?

Liability Insurance and Accident Insurance

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

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

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

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

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

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

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

What activities are covered?

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

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

No. The KAO Program does not provide Liability coverage for fundraisers.

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

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

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

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

No. Abuse/molestation is excluded from coverage.

Accident (AD&D) Policy

Who is covered?

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

When are they covered?

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

What is not covered?

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

1. suicide or any attempt thereof by the Insured Person while sane;
2. self inflicted Injury or any attempt thereof by the Insured Person while sane or insane;
3. declared or undeclared war or any act thereof;
4. sickness, disease, or bodily infirmity whether the Loss or claim results directly or indirectly from any of these;
5. mental incapacity whether the Loss or claim results directly or indirectly from any mental incapacity;
6. sustained while the Insured Person is undergoing the medical or surgical treatment of sickness, disease, or bodily or mental infirmity;
7. stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis; aneurysm;
8. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured Person is: riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or riding as a passenger in an Owned Aircraft or Leased Aircraft operated by the Policyholder.
9. infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes;
10. injury or Loss sustained while the Insured Person is on full-time active duty in the armed forces or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured Person is on full-time active duty shall, upon application to the Company by the Policyholder, be refunded);
11. injury or Loss sustained while the Insured Person is under the influence of alcohol and operating any vehicle or means of transportation or conveyance while his or her blood alcohol is over eighty (80) milligrams in one hundred (100) millilitres of blood;
12. injury or Loss sustained while the Insured Person is under the influence of a drug or substance which is controlled as specified under the Controlled Drug and Substances Act (Canada) unless taken pursuant to the advice of and in strict accordance with the instructions of a duly licensed Physician;
13. the commission or attempted commission by an Insured Person or Injury incurred while an Insured Person is in the course of committing or attempting to commit any act which if adjudicated by a court would be an indictable offence under the laws of the jurisdiction where the act was committed;
14. an act, attempted act or omission taken or made by the Insured Person, or an act, attempted act or omission taken or made with the Insured Person's consent, for the purposes of interrupting the blood flow to the Insured Person's brain or to cause asphyxiation to the Insured Person whether with intent to cause harm or not; and

15. natural causes.

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

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

Is the coverage under this policy considered “excess”?

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

Does this policy contain a deductible?

Yes. The insurance plan contains a \$250 deductible with respect to Hospital and Dental Expenses

