



RespectED: Violence & Abuse Prevention



SAFETY REQUIRES TEAMWORK & SAFETY FOR ALL

An information guide to Hockey Canada's Risk Management and National Insurance Programs & A Guide to Understanding Bullying, Harassment and Abuse For Parents and Guardians

REVISED 2009-2010



SAFETY REQUIRES TEAMWORK

Hockey is managed primarily by extremely dedicated volunteers. The real purpose of this section is to provide guidance when decisions are being made which may affect the degree of risk assumed by a League or Team.

Every effort has been made to make this section as helpful and comprehensive as possible. If any doubt remains about a specific situation, please consult your Branch or the Hockey Canada National Office.

ARE YOU COVERED?

Hockey Canada and each of the Branches of which Hockey Canada is comprised is specifically named as an insured, and all sub-associations, leagues and teams which form a part of Hockey Canada. It includes any officer, director, employee, coach, volunteer worker, instructor, referee, or member of a Committee **while acting within the scope of his or her duties**. It includes members of any teams, leagues, Branch teams, division teams, national teams or international teams provided all are registered with or affiliated with Hockey Canada. It includes any sponsor of any team or Hockey Canada, but only with respect to his, her or their liability as such; and it includes any owner of any insured team.

Note: A volunteer is a non-paid person donating his or her time and who is assigned specific duties and for whom a premium has been paid.

When are you covered?

1. Hockey Canada/Branch sanctioned events (league games, tournaments, practices, training camps, sanctioned fundraisers) when playing member teams only!
2. Transportation directly to and from the arena or venue.
3. Accommodations while billeted or at a hotel during a Hockey Canada/Branch sanctioned hockey activity.

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FEATURES OF THE INSURANCE PROGRAM

Types of coverage

Comprehensive General Liability

The liability coverage is designed to cover Hockey Canada members for their on and off-ice activities while participating in Hockey Canada sanctioned hockey events.

This coverage responds on behalf of an individual who has paid a premium or had a premium paid on their behalf, and who is named as a defendant in a lawsuit alleging that, that individual was negligent doing whatever it was they were alleged to have done or did not do what they should have done and thereby contributed to the personal injury the claimant incurred.

The Hockey Canada Liability Policy will provide up to \$20,000,000 of coverage with respect to a single liability occurrence, as dictated by the terms and conditions of the policy. Any additional costs that are over and above the \$20,000,000 limit must be borne by the named individuals and/or their respective homeowner's insurance, to the extent that may apply.

The policy is designed to cover most events your team would be involved in. For example, if a Minor Hockey Association were to rent a bus and driver to transport a team to a game or tournament sanctioned by the Branch, and if that vehicle was in an accident and a number of players suffered serious injuries and a lawsuit ensued, then the liability coverage placed on that vehicle by the owners, would respond to any claims which might arise, and should that coverage be insufficient to respond to all of the damages awarded, then the Hockey Canada coverage/policy would respond as the secondary carrier to the maximum allowable by the policy.

Liability Coverage

The Hockey Canada Liability Coverage is a General Liability Insurance Policy designed to respond on behalf of any of the registered participants in the game including players, coaches, managers, trainers, on and off-ice officials and volunteers.

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This Policy is a Personal Injury and Property Damage Policy.

Personal Injury - Example, a player receives a serious injury during a sanctioned game and as a result of that injury, a lawsuit arises. If you, as a coach, are named as one of the defendants in that lawsuit, alleging that you were negligent by “not doing something you should have done” or “doing something you should not have done”, then the Hockey Canada Liability Policy would respond on your behalf in defending you in that action from the first dollar.

Property Damage - Example, a team was in its dressing room prior to the start of the game, and while the coach was absent, a number of players started ‘horsing-around’ which resulted in damage being done to the walls of the dressing room. A claim was made by the facility owner for recovery of costs incurred to repair the damage. If the coach was named as being negligent for not properly supervising the players, then the Hockey Canada Off-ice Policy would defend his interests. It should be pointed out that in the property damage area of the Policy there is a \$5,000 deductible. In addition, it should be noted that there are exclusions within the Policy wherein the Policy would not respond on behalf of any individual where it is shown that the claim has arisen as a result of an intentional act by the defendant.

Accidental Death & Dismemberment (AD&D) - AD&D insurance covers very serious, permanent injuries that might occur while participating in a Hockey Canada/Branch sanctioned activity. This coverage is in addition to any other valid and collectable insurance policy.

Eligibility

Class 1 - All members of registered teams including coaches, trainers, safety people & assistants, referees, Hockey Canada personnel - (administrators, off-ice officials, & other Hockey Canada designated persons.)

Class 2 - All volunteer members of Hockey Canada.

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BENEFITS

When injury results in any one of the following losses within 365 days after the date of the accident, Hockey Canada will compensate:

For Loss of:

Life (as of September 1st 04)	\$ 25,000
Entire sight of both eyes	\$ 50,000
One hand and sight of one eye	\$ 45,000
Speech and hearing in both ears	\$ 45,000
Sight of one eye	\$ 35,000
Speech or hearing in both ears	\$ 30,000

For loss of, or loss of use of:

Both hands or both feet or both legs	\$ 45,000
One hand and one foot	\$ 45,000
One arm or one leg	\$ 30,000
One hand or one foot	\$ 30,000

Critical Incidence Stress Counselling:

Off-ice maximum per incident per insured:	\$ 2,000
for all Insureds:	\$ 10,000
On-ice maximum per incident:	\$ 25,000

For Paralysis of (effective September 1st 2004):

All four limbs (Quadriplegia)	\$ 1,000,000
Both Lower Limbs (Paraplegia)	\$ 1,000,000
One arm and leg on the same side of the body (Hemiplegia)	\$ 1,000,000

Not applicable to Class 2 members

Hockey Canada Directors & Officers Liability Insurance Program (D&O):

Hockey Canada's D&O insurance program covers the directors and officers of all Minor Hockey Associations, Junior Teams, Branches, and Major Junior Hockey Teams and Leagues for their exposure to legal action arising from alleged wrongful acts, which they are believed to have committed while on the board of directors of one or more of these organizations.

When coverage applies, the policy will provide for defence against the action and if the case should go against the director or officer, will pay the amount of the indemnification.

In the event that a director or officer should receive an action against him/her the Branch Office must be advised immediately so that proper steps can be taken to investigate and defend the case.

Major Medical/Dental Coverage

This insurance augments Provincial, Medical and Hospital plans. It covers players, coaches, trainers/safety people referees and other designated volunteers against accidents which occur during participation in a Hockey Canada/Branch sanctioned activity.

This plan is designed to provide coverage for those who might otherwise not be covered by any other group health insurance plan. It can also serve as a supplement to other similar coverage an individual or family may hold, to achieve maximum allowable coverage. It is not applicable as an addition when another plan's coverage meets or exceeds the allowable amount.

Dental: This plan operates under the same guidelines as the Major Medical coverage.

Accidental Dental expense benefit

When accidental injury to whole or sound teeth shall, within 30 days, require treatment, the plan will pay for reasonable expenses actually incurred within 52 weeks after the date of the accident.

Maximum \$1,250 per tooth

Up to a \$2,500 maximum

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If, due to the age of the covered members, dental development is not sufficient to permit treatment within 52 weeks, a report from the dentist or dental surgeon is required within 90 days of the date of accident, stating pertinent facts as to the damage. On receipt of a satisfactory report, the incurred expenses will be paid, subject to a maximum future treatment limit of \$ 2,500. Capped or crowned teeth shall be deemed as whole or sound.

Accidental Medical Treatment Benefit

When by reason of injury, and within thirty days from the date of the accident, the Insured Person requires medical treatment or incurs expenses for any of the following services, while under the regular care and attendance of a legally qualified physician or surgeon who is not a member of the immediate family of the Insured Person with respect to items 1 to 7:

1. private duty nursing by a licensed graduate nurse (R.N.) who does not ordinarily reside in the Insured Person's home or is not a member of his/her immediate family;
2. ambulance transportation, when such service is provided by a Professional Ambulance Service of the nearest approved hospital which is equipped to provide the required and recommended necessary treatment, ambulance expenses will be reimbursed at 100%;
3. hospital services for which benefits are not provided by any Federal or Provincial Government Hospital Insurance Plan administered by the Province or Territory in which the Insured person normally resides, whether paid or not;
4. rental of a wheelchair, iron lung and other durable equipment for therapeutic treatment, not to exceed the purchase price prevailing at the time rental became necessary;
5. fees of a licensed physiotherapist, athletic therapist, chiropractor or osteopath recommended by a legally qualified physician or surgeon, will be re-imbursed up to \$500 in any one hockey season. No payments will be made to any team personnel who refer players to their clinic for treatment.
6. drugs and medicines purchased by prescription made by a physician or surgeon.
7. miscellaneous expenses such as hearing aids, crutches, splints, casts, trusses and braces, but excluding replacement there of;

Hockey Canada will pay the necessary expenses actually incurred, therefore, by or on behalf of an Insured Person within fifty-two weeks after the date of

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the accident, not to exceed the amount of \$5,000.00 as a result of any one accident. Any sublimits or co-insurance indicated above shall apply.

Hockey Canada shall not be liable for any expense incurred for treatment or services by a legally qualified physician or surgeon.

This policy is subject to and shall not contravene any Federal or Provincial statutory requirement with respect to hospital and/or medical plans, nor shall it duplicate any benefits which are provided under any Federal or Provincial Hospital or Medical Plans, or any other providing a reimbursement expense.

Prosthetic appliance benefit

Will pay all reasonable costs for the purchase of artificial legs, eyes, etc. necessitated by accidental injury.

Maximum \$1,000

Tuition expense benefit

In the event that an accident confines the covered member to his or her residence or hospital for a period in excess of 40 consecutive school days, within 30 days of the accident, the cost of tutorial expenses of a qualified teacher will be paid to a maximum of \$10/hr.

Maximum \$ 2,000

Emergency taxi and travel expense benefit

This benefit will pay the reasonable expense incurred for a licensed taxi to transport the eligible member to the nearest hospital or a doctor's office, where immediate medical attention is required. In certain circumstances Hockey Canada will consider the reimbursement of fuel for a volunteer who provides the same service due to immediate need of medical attention.

The Travel Expense Benefit will pay the cost of all reasonable travel expenses incurred as a result of an accidental injury. Treatment must begin within 30 days of an accident for coverage to apply.

Maximum \$140 per accident

Note: For the emergency taxi benefit and the travel expense, all bills or receipts must be submitted.

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Loss of income benefit

In the event that an accident results in the covered member incurring a loss of earnings in excess of 30 consecutive days we shall provide reimbursement for those earnings lost for the next 30 day period. We shall do this based on a \$250 per week/\$1000 maximum per claim limit. This benefit is not intended to reimburse for missed Officiating assignments. Proper documentation of the lost earnings in the form of a Statement of Earnings and Deductions and/or a T-4 will be required.

Maximum \$250/week, 30 day waiting period

Maximum \$1000/claim, 30 day waiting period

Hockey Canada accident insurance benefits do not cover:

1. Benefits eligible for payment by an Employee's Private Medical and/or Dental Plan. The plan acts as second "payer" in all cases and can be used for deductibles/coinsurance not paid by the first "payer".
2. Any benefits provided or paid by any Government Hospital or Medical Plans, whether or not the injured person is included in such plan. There are no payments for any non-resident who plays hockey in Canada without some form of primary coverage.
3. The purchase, repair or replacement of eyeglasses or contact lenses, or prescriptions thereof.
4. Sickness or disease either as a cause or effect.
5. Injury resulting from war or any act of war, whether declared or undeclared.
6. Air travel, except as a fare-paying passenger in an aircraft with a certificate of air worthiness to/from a Hockey Canada sanctioned activity.
7. Expenses of dental treatment incurred for the cost of replacement or repair of artificial teeth or dentures, permanent bridgework excepted.
8. The expenses of a knee brace or similar device, the use of which is solely to allow an insured person to participate in a game or practice of hockey.
9. Any expenses not submitted within 365 days of the date of the accident.
10. Any accident report forms not submitted within 90 days of the accident.
11. Equipment replacement.

This insurance coverage is part of a Trust Agreement. The extent of this Trust Agreement cannot be accurately reflected in a booklet the size of "Safety Requires Teamwork". Therefore, this booklet contains a general description of the Hockey Canada Insurance Program and its features. If there is a

discrepancy between this booklet and the master policy, then the terms and provisions of the master policies shall take precedence. If you wish to view the policy documents, you are entitled to do so and may visit any Branch of Hockey Canada at reasonable times for this purpose.

HOW TO MAKE A CLAIM

- 1.SECURE** a Hockey Canada Injury Report Form (page 48) from your team or Minor Hockey Association. In the event that there are none available, contact your local Branch office.
- 2.COMPLETE** the form in its entirety. Have your team official complete the team section and your Doctor/Dentist complete the back of the form.
- 3.SUBMIT** the fully completed form to your Branch office along with any receipts or invoices within 90 days of the date of accident.

NOTE:

- only Accident Report Forms received in the Branch office within 90 days of the date of accident will be accepted
- forms must be completed in their entirety or the forms will be returned
- only original receipts and/or invoices are acceptable
- Hockey Canada is strictly a supplemental insurer. If you have access to any other insurance, you must pursue it through them first. Hockey Canada shall cover those costs not covered by your primary insurance to our policy limits

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Available for download at: www.hockeycanada.ca/insurance



HOCKEY CANADA INJURY REPORT

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CLAIMS MUST BE PRESENTED WITHIN 90 DAYS OF INJURY. INJURY DATE: ___/___/___

INJURED PARTICIPANT: Player Team Official Game Official Spectator

Name: _____ Birthdate: ___/___/___ Sex: (M) (F)

Address: _____ City/ Town _____

Province: _____ Postal Code: _____ Phone: (____) _____

Parent/Guardian: _____

Forms must be filled out in full or form will be returned. This form must be completed for each case where an injury is sustained by a player, spectator or any other person at a sanctioned hockey activity.

DIVISION:

Initiation Novice Atom PeeWee
 Bantam Midget Juvenile

CATEGORY:

AAA AA A B BB C CC
 D DD E House Major Junior Minor Junior
 Senior Adult Rec. Other

BODY PART INJURED:

Head	Back	Trunk	Arm	Left	Right	Pelvis	Leg	Left	Right
<input type="checkbox"/> Eye Area <input type="checkbox"/> Face <input type="checkbox"/> Neck <input type="checkbox"/> Ribs	<input type="checkbox"/> Shoulder <input type="checkbox"/> Hand/Finger	<input type="checkbox"/> Hip	<input type="checkbox"/> Thigh	<input type="checkbox"/> Foot	<input type="checkbox"/> Throat <input type="checkbox"/> Dental <input type="checkbox"/> Upper <input type="checkbox"/> Chest	<input type="checkbox"/> Upperarm <input type="checkbox"/> Forearm/Wrist	<input type="checkbox"/> Groin	<input type="checkbox"/> Knee	<input type="checkbox"/> Toe
<input type="checkbox"/> Skull <input type="checkbox"/> Lower <input type="checkbox"/> Abdomen	<input type="checkbox"/> Elbow	<input type="checkbox"/> Collarbone	<input type="checkbox"/> Shin	<input type="checkbox"/> Other					

NATURE OF CONDITION:

Concussion Laceration Fracture Sprain Strain
 Contusion Dislocation Separation Internal Organ Injury

ON-SITE CARE: On-Site Care Only Refused Care
 Sent to Hospital, by: Ambulance Car

INJURY CONDITIONS: Name of arena/ location:

Exhibition/Regular Season Playoffs/Tournament Practice Try-outs Other
 Warm-up Period #1 Period #2: Period #3 Overtime # _____
 Dry Land Training Gradual Onset Other Sport Other: _____

Was the injured player in the correct league and level for their age group? Yes No

Was this a sanctioned Hockey Canada hockey activity? Yes No

CAUSE OF INJURY:

Hit by Puck Collision with Boards Non-Contact Injury
 Hit by Stick Collision on Open Ice Collision with Opponent
 Fall on Ice Checked From Behind Collision with Net
 Fight Blindsiding

LOCATION:

Defensive Zone Offensive Zone Neutral Zone
 Behind the Net 3 ft. from boards Spectator Area
 Parking Lot Dressing Room Bench
 Other: _____

WEARING WHEN INJURED:

Full Face Mask Intra-Oral Mouth Guard
 Half Face Shield/Visor Throat Protector
 Helmet/No Face Shield No Helmet/No Face Shield
 Short Gloves Long Gloves

ADDITIONAL INFORMATION:

Has the player sustained this injury before? Yes No
If "Yes" how long ago _____
Was a penalty called as result of the incident? Yes No
Estimated absence from hockey? 1 week 1-3 weeks 3+ weeks

DESCRIBE HOW ACCIDENT HAPPENED: (Attach page if necessary)

I hereby authorize any Health Care Facility, Physician, Dentist or other person who has attended or examined me/my child, to furnish Hockey Canada any and all information with respect to any illness or injury, medical history, consultation, prescriptions or treatment and copies of all dental, hospital, and medical records. A photostatic/electronic copy of this authorization shall be considered as effective and valid as the original.

Signed: _____ Date: _____
(Parent/Guardian if under 18 years of age)

TEAM INFORMATION: (To be completed by a Team Official)

Association: _____ Team Name: _____
Team Official (Print): _____ Team Official Position: _____
Signature: _____ Date: _____

HEALTH INSURANCE INFORMATION:

Occupation: Employed Full-time Employed Part-time Unemployed Full-Time Student
Employer (If minor, list parent's employer): _____

1. Do you have provincial health coverage? Yes No Province: _____
2. Do you have other insurance? Yes No (If "Yes", please submit claim to your primary health insurer.)
3. Has a claim been submitted? Yes No (If "Yes", please forward primary insurer explanation of benefits)
Make Claim Payable To: Injured Person Parent Team Other: _____

**Branch
APPROVAL**

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Available for download at: www.hockeycanada.ca/insurance



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PHYSICIAN'S STATEMENT						
Physician: _____		Address: _____		Tel: (____) _____		
Name of Hospital / Clinic : _____			Address: _____			
Nature of Injury: _____		Date of First Attendance: ____/____/____				
_____				Claimant will be totally disabled:		
_____				From: _____		To: _____
Is the injury permanent and irrecoverable? <input type="checkbox"/> No <input type="checkbox"/> Yes						
Give details of injury (degree) : _____						

Prognosis for recovery : _____						

Did any disease or previous injury contribute to the current injury? <input type="checkbox"/> No <input type="checkbox"/> Yes (describe): _____						

Was claimant hospitalized? <input type="checkbox"/> No <input type="checkbox"/> Yes (give hospital name, address and date admitted): _____						

Names and addresses of other physicians or surgeons, if any, who attended claimant: _____						

I certify that the above information is correct to the best of my knowledge,						
Signed: _____			Date: _____			
DENTIST'S STATEMENT						
Limits of coverage: \$1,250 per tooth, \$2,500 per accident Treatment must be completed within 52 weeks of accident						
P LAST NAME GIVEN NAME		D E N T I S T		UNIQUE NO. SPEC. PATIENT'S OFFICIAL ACCOUNT NO.		I HEREBY ASSIGN MY BENEFITS PAYABLE FROM THIS CLAIM DIRECTLY TO THE NAMED DENTIST AND AUTHORIZE PAYMENT DIRECTLY TO HIM/HER
A T I ADDRESS APT.		T I S T		PHONE NO.		SIGNATURE OF SUBSCRIBER
N E T CITY PROV. POSTAL CODE		T		FOR DENTIST'S USE ONLY - FOR ADDITIONAL INFORMATION, DIAGNOSIS, PROCEDURES, OR SPECIAL CONSIDERATION.		
DUPLICATE FORM <input type="checkbox"/>		I UNDERSTAND THAT THE FEES LISTED IN THIS CLAIM MAY NOT BE COVERED BY OR MAY EXCEED MY PLAN BENEFITS. I UNDERSTAND THAT I AM FINANCIALLY RESPONSIBLE TO MY DENTIST FOR THE ENTIRE TREATMENT.				
		I ACKNOWLEDGE THAT THE TOTAL FEE OF \$ _____ IS ACCURATE AND HAS BEEN CHARGED TO ME FOR SERVICES RENDERED.				
		I AUTHORIZE RELEASE OF THE INFORMATION CONTAINED IN THIS CLAIM FORM TO MY INSURING COMPANY/PLAN ADMINISTRATOR.				
		SIGNATURE OF (PATIENT/GUARDIAN)				
OFFICE VERIFICATION						
DATE OF SERVICE DAY / MO. / YR.	PROCEDURE	INITIAL TOOTH CODE	TOOTH SURFACE	DENTIST'S FEE	LAB CHARGE	TOTAL CHARGE
THIS IS AN ACCURATE STATEMENT OF SERVICES PERFORMED AND THE TOTAL FEE DUE AND PAYABLE & OE.						TOTAL FEE SUBMITTED
NOTE: All benefits subject to insurer payor status, provisions of the policy, Hockey Canada sanctioned events.						

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CASE STUDIES

Note: When reviewing these cases, please remember that Hockey Canada is the player, coach, team official, volunteer, referee, etc. ... those involved in a sanctioned Hockey Canada/Branch event.

CASE #1

In the course of a Junior Hockey game, tempers flare, gloves are dropped and the helmets come off. A fight ensues between two players and injuries occur. The smaller of the two players incurs broken teeth, a broken jaw and facial lacerations. He subsequently initiates legal action and sues his assailant. He also presses charges for assault. Is Hockey Canada Major Medical/Dental coverage provided for the injured player?

Yes. A claim for Medical/Dental expenses would be considered for reimbursement, if the helmets were not deliberately taken off. No liability insurance would apply as this fight would be considered an intentional act.

CASE #2

While driving to an out-of-town game, a car carrying four players is forced off the road and overturns. The accident leaves one player dead. What is the process for accessing the accidental death benefit?

The information that may be requested can include:

- a police autopsy and toxicology report
- a map (illustrating location of sanctioned event, place of departure, accident and intended destination)
- press clippings
- death certificate
- confirmation of players' eligibility and approved accident claim forms must be received within 90 days.

You may also be contacted, and the following information may also be required: i) game report; ii) registration certificate; and iii) accident report form.

CASE #3

During an adult recreational game, a player is accidentally struck in the eye with the butt end of a stick. Two weeks later, as a result of swelling, he submits an accident claim to the coach indicating he cannot see properly out of the injured eye. The coach decides this is only a temporary injury and holds the claim. Forty-five days later, the player again follows-up with the coach regarding the claim for the eye injury and the coach again fails to respond. Over the course of several months, the player is in contact with the coach with respect to the eye injury, however, there is still some vision in the injured eye, therefore, no action is taken. The following season, the coach and Branch office are advised that the player has lost sight in the injured eye and a claim is submitted under the Hockey Canada AD&D policy. Will the policy respond?

No. The insurance company requires notification of claim within 90 days from the date of the accident.

CASE #4

A novice player (8-9 years old) is all dressed for his game and eager to get to the arena. He has his skates on and his stick in hand and heads out to his father's car in the laneway. The player trips going down the stairs at his house and chips his front teeth. The dentist advises that the proper dental restoration must take place over a period of time as the child grows. Does the Hockey Canada policy respond? To what limits? Over what period of time?

Yes. However, if the child's parents are covered by an Extended Health Plan provided by their respective employers, this plan would pay first and the Hockey Canada Plan would pay the balance of the cost up to the policy limits. Under the terms of the Hockey Canada Plan, all of the work by the dentist must be completed within a year of the accident, unless the dental development of the player is not sufficient to allow proper treatment.

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CASE #5

During a Hockey Canada regular league game, a fight breaks out among the spectators in the stands. The arena security staff are incompetent, and instead of containing the situation, they take action that provokes a general riot. The security staff have been hired by the owners of the arena, and are under their control and supervision. A dozen or more suits are brought against the arena owners, alleging that their negligence and lack of care caused a number of serious injuries. The arena owners pass these suits to Hockey Canada, because Hockey Canada signed a contractual agreement with the arena whereby Hockey Canada agreed to indemnify and hold the owners harmless for any and all liability directly or indirectly arising from Hockey Canada's use of the premises.

The Hockey Canada liability policy is quite readily prepared to respond on behalf of all of its members to claims which arise from an accident, incident or occurrence which resulted from the negligence of one of our members. The Hockey Canada policy is not, however, prepared to accept responsibility and respond to any claim which may arise from an accident, incident or occurrence which happened directly or indirectly as a result of the negligence of someone who is not a member of Hockey Canada or any of its Branches (e.g., arena staff member, owner, or operator of a facility). It is therefore imperative that every individual who has the responsibility for signing rink rental agreements ensures that a contract does not contain a "Hold Harmless Clause", which in effect would transfer all of the liability for any incident, accident or occurrence which took place in that facility, regardless of who was ultimately negligent.

CASE #6

A team manager receives a complaint from the parents of a player who has recently been dropped from the team. The parents allege that their son has sustained a potentially disabling injury during a practice as a direct result of the coach's negligence. The manager decides that the complaint has no merit, and that the parents are simply troublemakers. He decides to ignore the letter.

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Some months later, he receives a letter from legal counsel retained by the parents, relating to the same matter. It invites the manager to enter discussions for a settlement. Once again, the manager ignores it.

Some months later still, the manager receives a writ (claim), signalling that the parents have initiated formal legal action. This time the manager sends the writ on to the Branch office, who promptly send it to the Hockey Canada National Office, who in turn report it to the insurers. Will the insurers consider that the claim is covered by the policy under these circumstances?

Maybe. The insurance company may decline to pay if late reporting is a factor. Prompt reporting is imperative.

CASE #7

The team has a final practice prior to leaving town for a road game, the following day. The coach arranges for all of the players' equipment to be stored in his garage overnight, since the transport rendez-vous will be in his driveway. The garage is left unlocked, and all of the equipment is stolen. We will further assume that because the door is unlocked, the coach is negligent, and that he is likely to be legally liable for the loss of the property. Will Hockey Canada's liability policy pay?

No. There exists an exclusion specific to the property in the 'care, custody or control', of the insured.

CASE #8

A young player is billeted for a tournament in another town where he is subjected to sexual abuse. The parents sue Hockey Canada, the team managers and others for not ensuring that the hosts were of good repute and character. Will Hockey Canada policy pay for the defense, and judgement, if any?

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Yes and No. If the damage is caused by psychological rather than corporeal, it may nevertheless be considered to be 'bodily injury' and therefore covered within the scope of the bodily injury liability insuring agreement. There is, however, an exclusion with respect to damages or injury that is caused intentionally. It could be argued that 'injury' resulting from sexual abuse is intentional on the part of the abuser. If it should be so held, then the policy would not protect the abuser, but it would protect Hockey Canada if it was brought into the suit for damages.

CASE #9

The fundraising event is a great success, and the volunteers at the bar are pouring with a heavy hand. They continue to serve some people who have clearly already had too much. One of these customers is involved in a head-on collision on the way home as a result of intoxication, causing death and serious injuries. Hockey Canada is subsequently sued under the Provincial Liquor Law Act that makes the servers of liquor responsible when it may be perceived that their negligence has directly or indirectly been involved in, or contributed to such an incident. Will Hockey Canada policy respond?

Yes. The Hockey Canada policy includes exposure to liability for bodily injury and property damage that may be generated by Provincial statutes relating to liquor law liability (subject to the policy's other terms and conditions). It will not pay exemplary or punitive damages (eg. fines).

CASE #10

A Bantam hockey player is fighting for the puck two (2) metres from the side boards. He is checked from behind into the boards and suffers a broken neck rendering him a paraplegic. The injured player subsequently sues the player who checked him as well as the three game officials, the two coaches, the Minor Hockey Association, the Branch and Hockey Canada. The suit is for \$5.4 million. Will the Hockey Canada Liability Policy respond and to what extent?

Yes. The Hockey Canada Liability Policy would respond on behalf of all parties provided they were properly registered, had a premium paid on their behalf and were playing in a properly sanctioned Hockey Canada game. The Policy would only respond up to the 20 million dollar per occurrence limit, as dictated by the Policy.

CASE #11

You coach a Novice hockey team. You have scheduled a practice for Tuesday night, however, one of your two (2) assistant coaches cannot attend. You develop your practice plan keeping in mind there will be two coaches on the ice instead of the usual three. When you get to the arena, a parent of one of the players, noticing there are only two coaches, offers his assistance. You reply, “we can always use a hand”, and he gets ready and goes on the ice during practice. Is this parent covered under the Hockey Canada insurance plan?

Absolutely not. There has been no premium paid on behalf of the parent. Hockey Canada may, at its discretion, cover an “emergency volunteer” provided it was well documented, however, Hockey Canada does not extend coverage to anyone who volunteers in a non-emergency situation. In addition, Hockey Canada does not cover parent-child games, student-teacher games or other exhibition games against non-members of Hockey Canada.

CASE #12

Your minor hockey association asked a member of the Association to chair the Associations fundraising activities for the year without performing a background check on the individual. One of the fundraising activities netted the Association \$25,000.00, however, the money has since gone missing. The members of the Association file a lawsuit alleging the Board of Directors were negligent in handling the funds derived from the fundraising venture, and should have exercised greater care when asking the member of the Association to handle the funds when they knew, or ought to have known that he was convicted of fraud six years ago. Are you covered?

Yes. This claim is alleging financial mismanagement and incorrect hiring practices and therefore is covered under the Hockey Canada D & O policy. This policy will defend the claim on behalf of the Association and its individual officers and directors.