

Markel Canada Limited

Combined Insurance Policy Declarations



LLOYD'S**Sport Fitness Liability Insurance**

Effected with Certain Lloyd's Underwriters "the Insurer" through Lloyd's Approved Coverholder ("the Coverholder"):

MARKEL

200 Wellington Street West, Suite 800, Toronto, ON M5V 3C7

Declarations

SUMMARY OF POLICY

Policy Number:	CAS779841-01
Policy Type:	Renewal
Policy Period:	From: December 31, 2022 To: December 31, 2023 12:01 a.m. Standard Time at the address of the Named Insured as stated below.
Named Insured:	Canadian Football Officials Association
Mailing Address:	70 Theakston Ave, Halifax, Nova Scotia, CANADA, B3P 2S8
Business of the Insured:	Professional Football Officials Association
Premium:	\$5,000.00
Minimum Retained Premium:	100%
Currency:	Canadian Dollars
Broker:	BFL CANADA RISK AND INSURANCE INC.
Brokerage Address:	SUITE 2200 - 2001 MCGILL COLLEGE, MONTREAL, Québec, CANADA, H3A 1G1
Cancellation Notice:	30 Days

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd's Underwriters' insurance business in Canada.

In return for payment of the premium, and subject to all the terms of this insurance, we agree with you to provide the insurance as stated in the attached policy documents. The Insured is requested to read this policy, and if incorrect, return it immediately for alteration.

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder whose name and address appears below. All inquiries and disputes are also to be addressed to this Coverholder.

This insurance is issued subject to the Declarations, limits, coverage agreements, exclusions, definitions, stipulations, policy terms and conditions contained in the forms attached, including any endorsements to the policy which may from time to time be added to form part of the policy.

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

Where LLOYD'S UNDERWRITERS are subscribing insurers to the Policy, the following applies to them:

This insurance has been entered into in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to the Agreement shown in the List of Subscribing Companies (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155, rue Metcalfe, Suite 2220, Montreal, Quebec H3B 2V6.
NOTICE

Any notice to the Underwriters may be validly given to the Coverholder:

In witness whereof this policy has been signed as authorized by the Underwriters, by the Coverholder **MARKEL CANADA LIMITED, 200 Wellington Street West, Suite 800, Toronto, ON, M5V3C7**

Per:



David A. Crozier,
President & Managing Director
Markel Canada Limited

DECLARATIONS (Continued)

Named Insured: Canadian Football Officials Association
Broker: BFL CANADA RISK AND INSURANCE INC.
Policy Number: CAS779841-01

COMMERCIAL GENERAL LIABILITY

Coverages	Limits of Insurance		Retroactive date (if applicable)	Premium
Bodily Injury And Property Damage	\$5,000,000	Each Occurrence	Not Applicable	Included
	\$5,000,000	Each Occurrence	Not Applicable	Included
Products And Completed Operations	\$5,000,000	Aggregate Limit	Not Applicable	Included
Personal And Advertising Injury	\$5,000,000	Any One Person or Business Entity	Not Applicable	Included
	\$5,000,000	Aggregate Limit	Not Applicable	Included
Medical Payments	\$2,500	Any One Person	Not Applicable	Included
Tenants' Legal Liability	\$250,000	Any One Premises	Not Applicable	Included
S.P.F. No. 6 - Standard Non-Owned Automobile Liability Policy	\$5,000,000	Any One Accident	Not Applicable	Included
S.E.F. No. 94 - Legal Liability For Damage To Non-Owned Automobiles	\$50,000	Any One Accident	Not Applicable	Included

CGL SPORTS PREMIUM TOTAL: \$4,000.00

Coverages	Deductibles / Retention
Bodily Injury And Property Damage	\$1,000 Each Occurrence
Personal And Advertising Injury	\$1,000 Any One Person or Business Entity
Tenants' Legal Liability	\$1,000 Any One Premises
S.E.F. No. 94 - Legal Liability For Damage To Non-Owned Automobiles	\$1,000 Any One Accident

Note:

DECLARATIONS (Continued)

Named Insured: Canadian Football Officials Association
Broker: BFL CANADA RISK AND INSURANCE INC.
Policy Number: CAS779841-01

Forms and Endorsements	Form Number
Commercial General Liability Policy (Occurrence Form)	WCGE102101
Policy Notices	WMCE902102
Additional Insured	CGE1172012
Sanctioned Events Limitation	CGE2092103
Virus, Bacteria, Disease And Contagion Exclusion	CGE1272012
S.P.F. No. 6 - Standard Non-Owned Automobile Liability Policy	CGE1392012
S.E.F. No. 94 - Legal Liability For Damage To Non-Owned Automobiles	CGE1402012
S.E.F. No. 96 - Contractual Liability Endorsement	CGE1412012
S.E.F. No. 99 - Excluding Long-Term Leased Vehicle	CGE1422012
O.E.F. No. 98B - Reduction of Coverage for Lessees or Drivers of Leased Vehicles	CGE1472012
Who Is An Insured Amendment (Sports Clubs & Associations)	CGE2042106
Voluntary Compensation for Employees	CGE1042012
Designated Operations or Entities Exclusion	CGE1612012

PARTICIPANT ACCIDENT

Coverages	Limits of Insurance	Premium
Accidental Death And Dismemberment Limit	\$30,000	Included
Aggregate	\$1,000,000	Included
Accidental Medical Expense Limit	\$10,000	Included
Accidental Dental Expense Limit	\$5,000	Included

PARTICIPANT ACCIDENT PREMIUM TOTAL: \$1,000.00

Coverages	Deductibles / Retention
Participant Accident	Not Applicable

Forms and Endorsements	Form Number
Sport Participant Accident Coverage	CGE3062108

DECLARATIONS (Continued)

Named Insured: Canadian Football Officials Association
Broker: BFL CANADA RISK AND INSURANCE INC.
Policy Number: CAS779841-01

SUBSCRIPTION POLICY

In consideration of the Insured having undertaken to pay to each of the Companies named in the List of Subscribing Companies forming part hereof, or to Companies whose names are substituted therefor or added thereto by Endorsement, hereinafter called "The Company" its proportion of the agreed premium as set forth elsewhere, the Companies severally and not jointly agree, each for its proportion shown hereunder, to indemnify the Insured in accordance with the Terms and Conditions contained herein or endorsed hereon.

It is understood and agreed that the liability of the Companies individually shall be limited to the said Proportion of the Limit(s) of Liability shown elsewhere herein, and to the same Proportion of any loss, claim or expense paid or payable hereunder.

Wherever in this Policy, or in any endorsement attached hereto, reference is made to "The Company", "The Insurer", "This Company", "we", "us", or "our", reference shall be deemed to be made to each of the Insurers severally.

IN WITNESS WHEREOF THE COMPANIES, through their representative duly authorized by them for this purpose, have executed and signed this Policy on the face hereof.

LIST OF SUBSCRIBING COMPANIES

COVERAGE	COMPANY	PROPORTION	PREMIUM
All Other Coverages	Certain Underwriters at Lloyd's, Under Agreement No. MKL2022001; UMRB6027MKL2022001	100%	\$5,000.00

Total Policy Premium
(excluding any applicable taxes) **\$5,000.00**



Endorsement



Policy Number: CAS779841-01
Insured: Canadian Football Officials Association
Effective Date: December 31, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #1

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM
COMMERCIAL GENERAL LIABILITY POLICY - CLAIMS MADE FORM

SCHEDULE

Name of Additional Insured person(s) or business entity(ies)

"As required by written contract"

A. PART III - WHO IS AN INSURED is amended to include as an additional Insured the person(s) or **business entity(ies)** shown in the Schedule above, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused, in whole or in part, by Your acts or omissions or the acts or omissions of those acting on Your behalf:

- a. In the performance of Your ongoing operations; or
- b. In connection with Your premises owned by or rented to You;

However:

- c. The insurance afforded to such additional Insured only applies to the extent permitted by law; and
- d. If coverage provided to the additional Insured is required by a contract or agreement, the insurance afforded to such additional Insured will not be broader than that which You are required by the contract or agreement to provide for such additional Insured.

B. With respect to the insurance afforded to these additional Insureds, the following is added to PART IV - LIMITS OF INSURANCE:

Endorsement



If coverage provided to the additional Insured is required by a contract or agreement, the most We will pay on behalf of the additional Insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This Endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

A handwritten signature in black ink, appearing to be a stylized 'S' or 'Z' shape, is written over a horizontal line.

Endorsement



Policy Number: CAS779841-01
Insured: Canadian Football Officials Association
Effective Date: December 31, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #2

SANCTIONED EVENTS LIMITATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM
COMMERCIAL GENERAL LIABILITY POLICY - CLAIMS MADE FORM

A. The following is added to PART V - COMMERCIAL GENERAL LIABILITY CONDITIONS:

With respect to the playing of or taking part in practicing or training for sports, this Policy only applies to liability arising out of **sanctioned events**.

B. For the purposes of this Endorsement, the following is added to PART VI - DEFINITIONS:

Sanctioned events means events, tournaments, and/or matches conducted by an authorised event organiser that have received formal approval by the Insured or an **employee** authorized by the Insured to give such approval. Approval can either be by way of a written procedure manual or a specific agreement in writing.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per. _____

A handwritten signature in black ink, consisting of a stylized 'S' followed by a horizontal line.

Endorsement



Policy Number: CAS779841-01
Insured: Canadian Football Officials Association
Effective Date: December 31, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #3

VIRUS, BACTERIA, DISEASE AND CONTAGION EXCLUSION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM
COMMERCIAL GENERAL LIABILITY POLICY - CLAIMS MADE FORM

The following exclusion is added to PART I - COVERAGES, COMMON EXCLUSIONS - COVERAGES A, B AND D:

Virus, Bacteria, Disease And Contagion

This Insurance Policy provides no coverage for any claim in any way caused by, arising out of or resulting from any virus, bacteria, disease or contagion, including that designated as such by any of the following:

1. a Federal, Provincial, Territorial or Municipal authority or agency;
2. a Minister of the Federal, Provincial or Territorial Crown;
3. a person occupying the position of Chief Medical Officer of Health (or similar position) of a Province, Territory or Municipality;
4. the World Health Organization;
5. the Center for Disease Control/Centre for Disease Control of
 - i. Canada or any Canadian Province or Territory;
 - ii. the United Kingdom of Great Britain and Northern Ireland; or
 - iii. of the United States of America and any American State or Territory.

For purposes of this Endorsement, virus, bacteria, disease or contagion so designated shall include:

Endorsement



-
- a) any derivative, mutation or variation of the virus, bacteria, disease or contagion;
 - b) any fear or threat of the spread of the virus, bacteria, disease or contagion;
 - c) any failure to prevent, contain or eradicate the virus, bacteria, disease or contagion.

For purposes of greater clarity the following are examples of virus, bacteria, disease or contagion that are excluded by this Endorsement:

- 1) Coronavirus disease (COVID-19);
- 2) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- 3) Ebola;
- 4) Avian Influenza (Avian Bird Flu); and,
- 5) Legionella (Legionnaire's Disease).

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

A handwritten signature in black ink, consisting of a stylized 'S' or 'Z' shape, is written over a horizontal line.

Endorsement



Policy Number: CAS779841-01
Insured: Canadian Football Officials Association
Effective Date: December 31, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #4

SPORT PARTICIPANT ACCIDENT COVERAGE

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM
COMMERCIAL GENERAL LIABILITY POLICY - CLAIMS MADE FORM

A. PART I - COVERAGES is amended by adding the following:

COVERAGE - SPORT PARTICIPANT ACCIDENT

1. Insuring Agreement

- a. We will indemnify each Insured because of **bodily injury** or death arising out of an accident to which this Endorsement applies, up to a maximum per Insured of the benefit amount scheduled in this Endorsement. No other obligation or liability to pay sums or perform acts or services is covered.
- b. This Endorsement applies to **bodily injury** only if:
 - i. The **bodily injury** is caused by an accident;
 - ii. The accident occurs during the **policy period**; and
 - iii. The accident occurs while the Insured is participating in or training for a **sanctioned event**.

2. Accidental Death And Dismemberment Benefits

- a. Where an accident causes death or any of the following losses within 365 days of the accident, We will pay a percentage of the Accidental Death And Dismemberment Limit shown in the Declarations. The maximum amount We will pay for such loss in any one accident is as follows:
 - i. Death.....50% any one Insured
 - ii. Loss of two or more limbs or total and irrecoverable loss of sight

- of both eyes or hearing in both ears or any combination thereof... 100% any one Insured
- iii. Loss of one limb or total and irrecoverable loss of sight of one eye or total hearing in one ear.....75% any one Insured
- iv. Loss of thumb and index finger.....10% any one Insured
- v. Quadriplegia (complete paralysis of both upper and lower limbs)... 100% any one Insured
- vi. Paraplegia (complete paralysis of lower limbs).....100% any one Insured
- vii. Hemiplegia (complete paralysis of upper and lower limbs of one side of the body).....100% any one Insured
- viii. Any **bodily injury** which prevents the Insured from engaging in any occupation or employment for which they are reasonably suited by education, training or experience continuously for a period of 12 months from the date of the accident and is deemed to be permanent or irrecoverable.....100% any one Insured
- b. Benefits with respect to quadriplegia, paraplegia and hemiplegia require total paralysis of the limbs which shall have been continuous for a period of 12 months from the date of the accident and is deemed to be permanent and irrecoverable.
- c. Indemnity provided with respect to items 2 a. i. through viii. will not be paid under any circumstances for more than one of the losses, the greatest, sustained by any one Insured as the result of any one accident.

3. Schedule of Supplementary Benefits

The maximum We will pay for supplementary benefits per any one accident is a percentage of the applicable limit shown in the Declarations, or the amount shown in the Schedule below:

- a. Accidental Medical Expense Reimbursement.....100% of the Blanket Medical Expense Limit shown in the Declarations, any one Insured
 - i. Physiotherapist, chiropractor, osteopath.....\$100 per visit \$500 any one Insured
- b. Accidental Dental Expense Reimbursement.....100% of the Blanket Dental Accident Limit shown in the Declarations, any one Insured
- c. Prosthetic Appliances.....\$3,000 any one Insured
- d. Rehabilitation Benefit.....\$3,000 any one Insured
- e. Tuition Benefit.....\$2,000 any one Insured
- f. Special Treatment Travel Expense Benefit.....\$150 per day \$1,000 any one Insured
- g. Out of Province - Excess Surgical and Medical Accident Benefits (applicable only within Canada).....\$10,000 any one Insured
- h. Emergency Transportation Benefit.....\$50 any one Insured
- i. Eyeglass & Contact Lens Expense.....\$100 any one Insured
- j. Dentures, Hearing Aids and Removable Teeth Expense.....\$200 any one Insured
- k. Fracture or Dislocation Benefit (including Greenstick Type Fracture)
 - i. of the skull (depressed).....\$500 any one Insured
 - ii. of the skull (not depressed).....\$500 any one Insured
 - iii. of the spine (one or more vertebrae).....\$250 any one Insured
 - iv. of the lower jaw (alveolar process accepted).....\$75 any one Insured
 - v. of the upper jaw.....\$75 any one Insured
 - vi. of the shoulder (dislocation).....\$50 any one Insured
 - vii. of the clavicle (collar bone).....\$75 any one Insured

viii. of the scapula (shoulder bone)	\$75 any one Insured
ix. of the elbow.....	\$50 any one Insured
x. of the hip.....	\$125 any one Insured
xi. of the pelvis.....	\$125 any one Insured
xii. of the thigh (femur)	\$125 any one Insured
xiii. of the knee cap.....	\$100 any one Insured
xiv. of the sacrum or coccyx.....	\$100 any one Insured
xv. of the sternum.....	\$50 any one Insured
xvi. of the leg (tibia or fibula)	\$100 any one Insured
xvii. of the upper arm (humerus)	\$100 any one Insured
xviii. of the forearm (radius or ulna)	\$100 any one Insured
xix. of the hand or wrist (other than phalanges)	\$100 any one Insured
xx. of the foot (other than phalanges)	\$100 any one Insured
xxi. of the ankle.....	\$50 any one Insured

4. Supplementary Benefits

a. Accidental Medical Expense Reimbursement

If an Insured sustains **bodily injury** as a result of an accident, and within thirty (30) days from the date of the accident causing such **bodily injury**, an Insured 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 **bodily injury** incurs expenses for any of the following para-medical services when recommended by a legally qualified Physician, We will reimburse the Insured for the following reasonable and necessary expenses:

- i. The services of a legally qualified physiotherapist, chiropractor or osteopath, limited to the amount specified on the Schedule Of Supplementary Benefits per accident;
- ii. The services of a legally qualified registered nurse;
- i. The purchase of hearing aids (but not including repair or replacement of same);
- ii. Crutches, splints, orthotic devices, trusses, medical braces, rental of wheelchair or hospital bed;
- iii. Prescription drugs, except in the Province of Quebec;
- iv. Casts and cast materials;
- v. Licensed ambulance service;
- vi. Hospital services not covered by any federal or provincial government health insurance plan.

Splints, orthotic devices and medical braces required primarily for sports activities are not

covered.

Reimbursement shall only be made provided that expenses are

- i. Incurred in Canada;
- ii. Incurred within fifty-two (52) weeks of the date of the accident causing **bodily injury**;
- iii. Incurred only for therapeutic and not elective treatment; and
- iv. Supported by an original receipts submitted to Us 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 under this section is 100% of the Accidental Medical Expense Limit shown in the Declarations per any one Insured.

b. Accidental Dental Expense Reimbursement

When a **bodily injury** to whole or sound teeth including filled or restored teeth requires and receives dental treatment commencing within 30 days of the date of the accident, and the Insured obtains treatment in Canada for such **bodily injury** from a legally qualified dentist or dental surgeon and incurs related dental expenses, We will pay for the necessary expenses for such treatment rendered within 52 weeks of the accident. Payments for all treatment rendered shall be limited to an aggregate of 100% of the Accidental Dental Accident Limit shown in the Declarations per any one Insured.

The following provisions also apply:

- i. All expenses must be incurred in Canada;
- ii. Any payments made under this section shall not exceed the amount specified in the schedule of fees in effect at the time of the accident as published by the dental association of the province or territory in which the Insured receives such treatment;
- iii. Capped or crowned teeth shall be deemed as whole or sound teeth;
- iv. No benefit will be payable for expense of dental treatment incurred for the cost of replacement, adjustment or repair of artificial teeth or dentures (except as otherwise provided herein), any orthodontic treatment, or any dental treatment provided solely for cosmetic or esthetic reasons.

c. Prosthetic Appliances

When prescribed by a physician or surgeon and purchased within 52 weeks of the date of accident, We will pay benefits for expenses incurred for artificial limbs and/or eyes up to a

maximum of the amount specified on the Schedule Of Supplementary Benefits, for each **bodily injury** resulting in a loss requiring such an appliance. This does not include repairs, adjustments or replacement of same.

d. Rehabilitation Benefit

If an accident causes **bodily injury** to the Insured which requires that the Insured undergo special training in order to be qualified to engage in a special occupation in which they would have engaged except for such **bodily injury**, We will pay the reasonable and necessary expense actually incurred by any Insured but shall not exceed the amount specified on the Schedule Of Supplementary Benefits, nor shall payment be made for any expense incurred more than three years after the date of the accident, nor shall payment be made for room, board or other ordinary living, travelling or clothing expense.

e. Tuition Benefit

When, after 14 days from the date of the accident, a **bodily injury** shall disable totally and confine the Insured to their residence for a period in excess of 40 consecutive days, We will pay the expense incurred within six months from the date of the accident for tutorial services of a qualified teacher holding a current Provincial Ministry of Education Teaching Certificate for the grade attained by the Insured at a rate not to exceed \$20 per hour. In addition, We will pay for rental of necessary equipment and required program software as suggested and approved by the Board of Education in which the Insured is in attendance. All benefits payable under this section are subject to an aggregate amount as specified on the Schedule Of Supplementary Benefits.

f. Special Treatment Travel Expense Benefit

If within 52 weeks of the date of the accident a **bodily injury** requires special treatment that cannot be obtained in the municipality of the Insured's residence We will pay up to a maximum of the amount specified on the Schedule Of Supplementary Benefits for travel expense incurred away from home.

g. Out Of Province Excess Surgical And Medical Accident Benefits

If **bodily injury** is sustained by an Insured outside the province in which they are normally domiciled, but inside Canada, and they shall within 30 days from the date of an accident necessitate the services of a licensed Doctor of Medicine, Osteopath or Chiropractor, and incur additional expenses such as surgical operations, hospital expenses, taking of x-rays, laboratory services or anaesthetist fees, We will pay for such charges for services outside the province of residence, but inside Canada, up to a maximum of the amount specified on the Schedule Of Supplementary Benefits, excess of the benefits available under any Canadian federal or provincial hospital and/or medical plan regardless of whether or not the insured person is enrolled in such a plan.

h. Emergency Transportation Benefit

If a **bodily injury** requires immediate medical treatment, We will pay the reasonable

expense incurred in transporting the Insured to a doctor's office or nearest hospital other than by a licensed ambulance service subject to a maximum payment of the amount specified on the Schedule Of Supplementary Benefits.

i. Eyeglass And Contact Lens Expense (Resulting From Injury)

If **bodily injury** requires and receives treatment by a physician or dentist

- i. and also results in the breakage of eyeglasses or loss or breakage of a contact lens or lenses of the Insured, We will pay the actual cost of repair or replacement of the eyeglasses or contact lens or lenses up to a maximum of the amount specified on the Schedule Of Supplementary Benefits, in respect to all such replacements or repairs during the term of this Policy; or
- ii. results in the purchase of eyeglasses upon the advice of a physician when they were not required nor worn previously We will pay the reasonable and necessary expense thereof up to a maximum of the amount specified on the Schedule Of Supplementary Benefits.

j. Dentures, Hearing Aids And Removable Teeth Expense (Resulting From Injury)

If **bodily injury** requires treatment by physician or dentist within 30 days of the date of the accident and results in the breakage of dentures, hearing aids, or a removable artificial tooth or teeth of the Insured, We will pay the actual cost of repair or replacement of said dentures, hearing aid or artificial tooth up to a maximum of the amount specified on the Schedule Of Supplementary Benefits, in respect to all such repairs or replacements during the term of this Policy.

k. Fracture Or Dislocation Indemnity

When a **bodily injury** results in any of the fractures or dislocations listed on the Schedule Of Supplementary Benefits, We will pay the amount specified for such fractures or dislocation provided that not more than one such amount (the largest) shall be payable as the result of any one accident.

5. Exclusions

This Policy does not apply to:

a. Alcohol or Drugs

Any **bodily injury** resulting directly or indirectly, wholly or partially, from the Insured being under the influence of alcohol or cannabis or having taken drugs or narcotics unless prescribed by a legally qualified physician or surgeon and pursuant to that prescription.

b. Benefits Available Under Government Health Insurance Plan

Any benefits that are available under any government health insurance plan, whether the

Insured is enrolled in such a plan or not.

c. Certain Medical Conditions

Any **bodily injury** resulting directly or indirectly, wholly or partially, from any of the following causes:

- i. Sickness, disease, incapacity or bodily infirmity either as a cause or effect;
- ii. Suicide or any attempt thereat by the Insured while sane;
- iii. Self-inflicted injury or any attempt thereat by the Insured while sane or insane;
- iv. Neuroses, psychoneuroses, psychotherapies, psychoses or mental or emotional disorders of any type;
- v. Sustained while the Insured is undergoing the medical or surgical treatment of sickness, disease or bodily or mental infirmity;
- vi. Stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis, aneurysm;
- vii. Infections of any kind regardless of how acquired, 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;
- viii. Pregnancy, childbirth, miscarriage or abortion;
- ix. Hernia;
- x. Pre-existing medical or mental condition. However, **bodily injury** for which the treatment has not been rendered or treatment medically recommended for the past thirty consecutive months shall not be considered a pre-existing condition unless otherwise specifically excluded.

d. Criminal Activity

Any **bodily injury** occasioned or occurring while the Insured is committing or attempting to commit a criminal act or to which a contributing cause was the Insured being engaged in an illegal occupation or activity.

e. Expenses Covered Under Other Insurance

Any portion of an expense referred to in this Endorsement which is payable under any insurance plan or law or under any plan or law that will pay the expense. With the exception of licensed ambulance services expenses, all other expenses claimed herein must be presented or deemed medically necessary by a qualified medical practitioner for the

treatment or rehabilitation of the Insured.

f. Other Participant Accident Policy

In no case may an Insured be covered under more than one participant accident policy. Excess premiums paid shall be refunded upon request.

g. Personal Articles

Except as otherwise provided herein there is no benefit payable for purchase, repair or replacement of personal articles such as helmets, equipment, dentures, eyeglasses, contact lenses or prescriptions therefor.

h. Professional Athlete

Any professional athletes earning the major portion of their income from sports activity.

- B. For the purposes of the coverage provided by this Endorsement, PART I - COVERAGES, COMMON EXCLUSIONS - COVERAGES A, B AND D shall also apply to COVERAGE - SPORT PARTICIPANT ACCIDENT.

- C. For the purposes of the coverage provided by this Endorsement, PART III - WHO IS AN INSURED is deleted in its entirety and replaced by the following:

PART III - WHO IS AN INSURED

A **sports participant** is an Insured under this Policy.

- D. For the purposes of the coverage provided by this Endorsement, PART IV - LIMITS OF INSURANCE, A. LIMITS is amended by adding the following:

The Any One Insured Limits shown in the Declarations and in this Endorsement is the most We will pay for benefits covered by this Endorsement because of **bodily injury** to one or more Insureds in any one accident; and

The Aggregate Limit is the most We will pay under COVERAGE - SPORT PARTICIPANT ACCIDENT for benefits covered by this Endorsement and arising out of one accident, regardless of the number of Insureds. In the event the Aggregate Limit is insufficient to pay the full amount of indemnity for each Insured, then the amount payable for each Insured shall be in the proportion that the Aggregate Limit for any one accident bears to the total amount of insurance that would have been payable except for such Aggregate Limit.

- E. For the purposes of the coverage provided by this Endorsement, PART V - COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 9. Duties In The Event Of Occurrence, Offence, Claim Or Suit is deleted and replaced by the following:

9. Duties In The Event Of An Accident

Endorsement



- a. You must see to it that We are notified in writing of an accident which may result in a claim no later than 30 days from the date of such accident. Notice should include:
 - i. How, when and where the accident took place; and
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any **bodily injury** arising out of the accident.
- b. You must furnish to Us on forms provided such proof of claim as is reasonably possible within 90 days of the date of such accident;
- c. You must furnish to Us a certificate as to the cause and nature of the injury for which the claim is made from a legally qualified medical or dental practitioner if so required by Us.
- d. In the event of a claim by reason of death of an Insured, We shall be entitled to receive on forms provided by Us due proof of such death, as well as of the title and right of the claimant. Any **suit** or proceedings against Us for the recovery of any claim under this Endorsement shall not be commenced more than one year after the date the insurance money became payable or would have become payable if it had been a valid claim.

- F. For the purposes of the coverage provided by this Endorsement, the following is added to PART V - COMMERCIAL GENERAL LIABILITY CONDITIONS:

Accidental Death

If an Insured dies while insured hereunder, We will, subject to the provisions set forth in this Endorsement, pay to the Estate of the Insured the amount of benefit to which the Insured would have been entitled.

- G. For the purposes of the coverage provided by this Endorsement, PART VI - DEFINITIONS, Definition 6. Bodily Injury is deleted and replaced by the following:

6. Bodily injury means bodily injury or death sustained by a **sports participant** and caused directly by an external violent, sudden or fortuitous accident independent of any sickness or other cause.

- H. For the purposes of the coverage provided by this Endorsement, the following are added to PART VI - DEFINITIONS:

48. Sport participant means Your:

- a. Members, provided such individuals' names are on file with the governing bodysports association listed in the Declarations as being insured under this Policy;
- b. Coaches, trainers, instructors or referees; or

Endorsement



c. Executive officers and executive officers of Your member teams;

49. Sanctioned events means events, tournaments, andor matches conducted by an authorised event organiser that have received formal approval by the governing bodysports association listed in the Declarations or an **employee** authorized by the governing bodysports association listed in the Declarations to give such approval. Approval can either be by way of a written procedure manual or a specific agreement in writing.

Sanctioned events include being transported with other members as a group (three or more) to or from the place of a **sanctioned event**, as arranged by the governing bodysports association listed in the Declarations. In the case of travel by air, the insurance provided by this Endorsement shall only apply to travel on a multi-engined transport type aircraft operated by a licensed airline maintaining published schedules, or a licensed charter airline.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

A handwritten signature in black ink, consisting of a stylized 'S' followed by a horizontal line, is written over a horizontal line.

Endorsement



Policy Number: CAS779841-01
Insured: Canadian Football Officials Association
Effective Date: December 31, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #5

S.P.F. NO. 6 - STANDARD NON-OWNED AUTOMOBILE LIABILITY POLICY

SCHEDULE:

Coverages

Inclusive Limits: Bodily Injury Liability
and
Property Damage Liability combined
Limits of Liability as shown in the Declarations.

This Coverage Rider is evidence of a contract of Insurance between the Insured and the Insurer, subject in all respects to the Standard Non-Owned Automobile Policy (S.P.F. No. 6 or Q.P.F. No. 6) approved by the Superintendent of Insurance for the province stated in the Declarations. Upon request, the Insurer will provide to the Insured a copy of the said standard policy form.

INSURING AGREEMENT:

Now, therefore, in consideration of the payment of the premium specified and of the statements contained in the application and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated.

THIRD PARTY LIABILITY

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured for loss or damage arising from the use or operation of any automobile not owned in whole or in part by or licensed in the name of the Insured, and resulting from:

BODILY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO PROPERTY OF OTHERS NOT IN THE CARE, CUSTODY OR CONTROL OF THE INSURED:

Provided always the Insurer shall not be liable under this policy:

1. for any liability which arises from the use or operation of any automobile while personally driven by the Insured if the Insured is an individual; or

Endorsement



2. for any liability imposed upon any person insured by this policy:
 - a. by any workmen's compensation law; or
 - b. by any law for bodily injury to or the death of the Insured or any partner or employee of the Insured while engaged in the business of the Insured; or
3. for any liability assumed by any person insured by this policy voluntarily under any contract or agreement unless such contract or agreement is in writing; or
4. for loss or damage to property carried in or upon an automobile personally driven by any person insured by this Policy or to any property owned or rented by, or in the care, custody or control of any such person; or
5. any amount in excess of the limit stated in the Liability Declarations and expenditures provided for in the Additional Agreement of this Policy; subject always to the provisions of the section of the Insurance Act (Automobile Insurance Part) relating to nuclear energy hazard.

ADDITIONAL AGREEMENTS OF INSURER

Where indemnity is provided by this Policy, the Insurer further agrees:

1. upon receipt of notice of loss or damage caused to persons or property to serve any person insured by this policy by such investigation thereof or by such negotiations with the claimant, or by such settlement of any resulting claims, as may be deemed expedient by the Insurer; and
2. to defend in the name and on behalf of any person insured by this policy and at the cost of the Insurer any civil action which may at any time be brought against such person on account of such loss or damage to persons or property; and
3. to pay all costs taxed against any person insured by this policy in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limits of the Insurer's liability; and
4. in case the injury be to a person, reimburse any person insured by this Policy for outlay for such medical aid as may be immediately necessary at the time of such injury; and
5. be liable up to the minimum limit(s) prescribed for that Province or Territory of Canada in which the accident occurred, if that limit(s) is higher than the limit as stated in the Liability Declarations; and
6. not set up any defence to a claim that might not be set up if the policy were a Motor Vehicle Liability Policy issued in the Province or Territory of Canada in which the accident occurred.

AGREEMENTS OF INSURED

Where indemnity is provided by this section, every person insured by this Policy

1. by the acceptance of this Policy, constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any Province or Territory of Canada in which action is brought against the Insured arising out of the use or operation of an automobile with respect to which insurance is provided hereunder;
2. shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this Policy.

GENERAL PROVISIONS AND DEFINITIONS

1. **ADDITIONAL INSURED:** The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured, every partner, officer or employee of the Insured who, with the consent of the owner thereof personally drives
 - a. in the business of the Insured stated in the Declarations, any automobile not owned in whole or part by or licensed in the names of
 - i. the Insured, or
 - ii. such additional Insured person, or
 - iii. any person or persons residing in the same dwelling premises as the Insured or such additional insured person, or
 - b. any automobile hired or leased in the name of the Insured except an automobile owned in whole or part or licensed in the name of such additional insured person.
2. **TERRITORY:** This Policy applies only to the use or operation of automobiles within Canada or the United States of America or upon a vessel plying between ports of those countries.
3. **HIRED AUTOMOBILES DEFINED:** The term **hired automobiles** as used in this Policy means automobiles hired or leased from others with or without drivers used under the control of the Insured in the business stated in the Declarations but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.
4. **AUTOMOBILES OPERATED UNDER CONTRACT DEFINED:** the term **automobiles operated under contract** as used in this Policy shall mean automobiles operated in the business of the Insured stated in the Declarations where the complete supervision, direction and control of such automobiles remain with the owner thereof, but shall not include any automobile owned in whole or part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.
5. **TWO OR MORE AUTOMOBILES:** When two or more automobiles are insured hereunder the terms of this Policy shall apply separately to each but a motor vehicle and trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability.
6. **PREMIUM ADJUSTMENT:** the advance Premium stated in Item 5 of the application is computed on

the estimated total cost of hire for the Policy Period. The words cost of hire as used herein mean the entire amount incurred for **hired automobiles** and drivers when such automobiles are hired with drivers or the amount incurred for **hired automobiles** and the wages paid to drivers when such drivers are employees of the Insured.

The Advance Premium stated in Item 6 of the application is computed on the estimated total contract cost for the Policy Period. The words contract cost as used herein mean the entire amount paid by the Insured for **automobiles operated under contract** to the owners thereof.

The Advance Premiums are subject to adjustment at the end of the Policy Period when the Insured shall deliver to the Insurer a written statement of the total amounts expended for cost of hire during the Policy Period. If such amounts exceed the estimates stated in the application, the Insured shall immediately pay additional premium at the rates stated therein; if less, the Insurer shall return to the Insured the unearned premium when determined but the Insurer shall, in any event, receive or retain not less than the Minimum Retained Premium stated therein.

The Insurer shall have the right and opportunity, whenever the Insurer so desires, to examine the books and records of the Insured to the extent they relate to the premium bases or the subject matter of this policy.

STATUTORY CONDITIONS

The insurance under this section is subject to the Statutory Conditions of the Standard Non-Owned Automobile Policy approved by the Superintendent of Insurance for the Province in which this Policy is issued.

STANDARD NON-OWNED AUTOMOBILE STATUTORY CONDITIONS

In these Statutory conditions, unless the context otherwise requires the word Insured means a person insured by this contract whether named or not.

MATERIAL CHANGE IN RISK

1. (1) The Insured named in this contract shall promptly notify the Insurer or its local agent in writing of any change in the risk material to the contract and within his knowledge.
- (2) Without restricting the generality of the foregoing, the words change in the risk material to the contract include:
 - a. any change in the insurable interest of the Insured named in this contract in the automobile by sale, assignment or otherwise, except through change of title by succession, death or proceedings under the BANKRUPTCY ACT (Canada); and in respect of insurance against loss of or damage to the automobile;
 - b. any mortgage, lien or encumbrance affecting the automobile after the application for this contract;

- c. any other insurance of the same interest, whether valid or not, covering loss or damage insured by this contract or any portion thereof.

PROHIBITED USE BY INSURED

- 2. (1) The Insured shall not drive or operate the automobile
 - a. unless he is for the time being either authorized by law or qualified to drive or operate the automobile; or
 - b. while his licence to drive or operate an automobile is suspended or while his right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or
 - c. while he is under the age of sixteen years or under such other age as is prescribed by law of the Province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him; or
 - d. for any illicit or prohibited trade or transportation; or
 - e. in any race or speed test;
 - f. while under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile.

PROHIBITED USE BY OTHERS

- (2) The Insured shall not permit, suffer, allow or connive at the use of the automobile,
 - a. by any person,
 - i. unless that person is for the time being either authorized by law or qualified to drive or operate the automobile; or
 - ii. while that person is under the age of sixteen years or under such other age as is prescribed by the law of the Province in which he resides at the time this contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to him; or
 - b. by any person who is a member of the household of the insured while his licence to drive or operate an automobile is suspended or while his right to obtain a licence is suspended or while his right to obtain a licence is suspended or while he is prohibited under order of any court from driving or operating an automobile; or
 - c. any illicit or prohibited trade or transportation; or
 - d. in any race or speed test; or

- e. by any person while that person is under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile.

REQUIREMENTS WHERE LOSS OR DAMAGE TO PERSONS OR PROPERTY

- 3. (1) The Insured shall,
 - a. promptly give to the Insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property and of any claim made on account of the accident;
 - b. verify by statutory declaration, if required by the Insurer, that the claim arose out of the use or operation of the automobile and that the person operating or responsible for the operation of the automobile at the time of the accident is a person insured under this contract; and
 - c. forward immediately to the Insurer every letter, document, advice or writ received by him from or on behalf of the claimant.
- (2) The Insured shall not,
 - a. voluntarily assume any liability or settle any claim except at his own cost; or
 - b. interfere in any negotiations for settlement or in any legal proceeding.
- (3) The Insured shall, whenever requested by the Insurer, aid in securing information and evidence and the attendance of any witness and shall co-operate with the Insurer, except in a pecuniary way, in the defence of any action or proceeding or in the prosecution of any appeal.

REQUIREMENTS WHERE LOSS OR DAMAGE TO AUTOMOBILE

- 4. (1) Where loss of or damage to the automobile occurs, the Insured shall, if the loss or damage is covered by this contract,
 - a. promptly give notice in writing to the Insurer with the fullest information obtainable at the time; and
 - b. at the expense of the Insurer, and as far as reasonably possible, protect the automobile from further loss or damage; and
 - c. deliver to the Insurer within ninety days after the date of the loss or damage a statutory declaration stating, to the best of his knowledge and belief, the place, time, cause and amount of the damage, the interest of the Insured and all others therein, the encumbrances thereon, all other insurance, whether valid or not covering the automobile and that the loss or damage did not occur through any willful act or neglect, procurement, means or connivance of the Insured.

Endorsement



- (2) Any further loss or damage to the automobile directly or indirectly from a failure to protect it as required under subcondition (1) of this condition is not recoverable under this contract.
- (3) No repairs, other than those that are immediately necessary for the protection of the automobile from further loss or damage, shall be undertaken and no physical evidence of the loss or damage shall be removed,
 - a. without the written consent of the Insurer; or
 - b. until the Insurer has had a reasonable time to make the examination for which provision is made in statutory condition 5.

EXAMINATION OF INSURED

- (4) The Insured shall submit to examination under oath, and shall produce for examination at such reasonable place and time as is designated by the Insurer or its representative all documents in his possession or control that relate to the matters in question, and he shall permit extracts and copies thereof to be made.

INSURER LIABLE FOR CASH VALUE OF AUTOMOBILE

- (5) The Insurer shall not be liable for more than the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to that actual cash value with proper deduction for depreciation, however caused, and shall not exceed the amount that it would cost to repair or replace the automobile, or any part thereof, with material of like kind and quality, but, if any part of the automobile is obsolete and out-of-stock, the liability of the Insurer in respect thereof shall be limited to the value of that part at the time of loss or damage, not exceeding the maker's latest list price.

REPAIR OR REPLACEMENT

- (6) Except where an appraisal has been made, the Insurer, instead of making payment, may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of the like or kind and quality if within seven days after the receipt of the proof of loss, it gives written notice of its intention to do so.

NO ABANDONMENT: SALVAGE

- (7) There shall be no abandonment of the automobile to the Insurer without the Insurer's consent. If the Insurer exercises the option to replace the automobile or pays the actual cash value of the automobile, the salvage, if any, shall vest in the Insurer.

IN CASE OF DISAGREEMENT

- (8) In the event of the disagreement as to the nature and extent of the repairs and replacement required, or as to their adequacy, if effected, or as to the amount payable in respect of any loss or damage, those questions shall be determined by appraisal as provided under THE INSURANCE

Endorsement



ACT before there can be recovery under this contract, whether the right to recover under this contract is disputed or not, and independently of all other questions. There shall be no right to an appraisal until a specific demand therefor is made in writing and until after proof of loss has been delivered.

INSPECTION OF AUTOMOBILE

5. The Insured shall permit the Insurer at all reasonable times to inspect the automobile and its equipment.

TIME AND MANNER OF PAYMENT OF INSURANCE MONEY

6. (1) The Insurer shall pay the insurance money for which it is liable under this contract within sixty days after the proof of loss has been received by it or, where an appraisal is made under sub-condition 8 of statutory condition 4, within fifteen days after the award is rendered by the appraisers.

WHERE ACTION MAY BE BROUGHT

- (2) The Insured shall not bring action to recover the amount of a claim under this contract unless the requirements of statutory conditions 3 and 4 are complied with or until the amount of the loss has been ascertained as therein provided or by a judgment against the Insured after trial of the issue or by agreement between the parties with the written consent of the Insurer.

LIMITATION OF ACTIONS

- (3) Every action or proceeding against the Insurer under this contract in respect of loss or damage to the automobile shall be commenced within one year next after the happening of the loss and not afterwards, and in respect of loss or damage to persons or property shall be commenced within one year next after the cause of action arose and not afterwards.

WHO MAY GIVE NOTICE AND PROOFS OF CLAIM

7. Notice of claim may be given and proofs of claim may be made by the agent of the Insured named in this contract in case of absence or inability of the Insured to give the notice or make proof, such absence or inability being satisfactorily accounted for or, in the like case or if the Insured refuses to do so, by a person to whom any part of the insurance money is payable.

TERMINATION

8. (1) This contract may be terminated,
 - a. by the Insurer giving to the Insured fifteen days' notice of termination by registered mail or five days written notice of termination personally delivered;
 - b. by the Insured at any time on request.

Endorsement



- (2) Where this contract is terminated by the Insurer,
 - a. the Insurer shall refund the excess of premium actually paid by the Insured over the pro rata premium for the expired time, but in no event shall the pro rata premium for the expired time be less than any minimum retained premium specified; and
 - b. the refund shall accompany the notice unless the premium is subject to adjustment or determination as to the amount, in which case the refund shall be made as soon as practicable.
- (3) Where this contract is terminated by the Insured, the Insurer shall refund as soon as practicable the excess of the premium actually paid by the Insured over the short rate premium for the expired time, but in no event shall the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.
- (4) The refund may be made by money, postal or express company money order or cheque payable at par.
- (5) The fifteen days mentioned in clause (a) of subsection 1 of this condition commences to run on the day following the receipt of the registered letter at the post office to which it is addressed.

NOTICE

- 9. Any written notice to the Insurer may be delivered at, or sent by registered mail to the chief agency or head office of the Insurer in the Province. Written notice may be given to the Insured named in this contract by letter personally delivered to him at his latest post office address as notified to the Insurer. In this condition, the expression registered means registered in or outside Canada.

DECLARATIONS

By acceptance of this policy, the Named Insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Insurer or any of its agents relating to this insurance.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

A handwritten signature in black ink, consisting of a stylized 'S' or 'Z' shape, is written over a horizontal line.

Endorsement



Policy Number: CAS779841-01
Insured: Canadian Football Officials Association
Effective Date: December 31, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #6

S.E.F. NO. 94 -LEGAL LIABILITY FOR DAMAGE TO NON OWNED AUTOMOBILES (for attachment only to a Non-Owned Policy S.P.F. No. 6)

THIS ENDORSEMENT CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

In consideration of the premium herein stated, it is understood and agreed that the policy to which this endorsement is attached is extended, subject always to the condition that the Insurer shall be liable under the subsection or subsections of the Insuring Agreement hereof for which a premium is stated and no other.

SECTION B - LEGAL LIABILITY FOR DAMAGE TO NON OWNED AUTOMOBILES

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured or assumed by him under any contract or agreement for loss or damage arising from the care, custody or control of **any automobile, not owned in whole or in part by or licensed in the name of the Insured** and resulting from loss or damage thereto, caused solely by:

Subsection 1 - ALL PERILS - from all perils;

Subsection 2 - COLLISION OR UPSET - caused by collision with **another object** or by upset;

Subsections 3 - COMPREHENSIVE - from any peril other than by collision with **another object** or by upset;

The words **another object** as used in this subsection shall be deemed to include (a) a vehicle to which the automobile is attached and (b) the surface of the ground and any object therein or thereon.

Loss or damage caused by missiles, falling or flying objects, fire, theft, explosion, earthquake, windstorm, hail, rising water, malicious mischief, riot or civil commotion shall be deemed loss or damage for which insurance is provided under this subsection 3.

Subsection 4 - SPECIFIED PERILS - caused by fire, lightning, theft or attempt thereof, windstorm, earthquake, hail, explosion, riot or civil commotion, falling or forced landing of aircraft or of parts thereof, rising water, or the stranding, sinking, burning, derailment or collision of any conveyance in or upon which

Endorsement



the automobile is being transported on land or water.

DEDUCTIBLE CLAUSE

Each occurrence causing loss or damage covered under any subsection hereof except loss or damage caused by fire or lightning or theft of the entire automobile covered by such subsection shall give rise to a separate claim in respect of which the Insurer's liability shall be limited to the amount of loss or damage in excess of the amount deductible, if any, stated in the applicable subsection hereof.

TWO OR MORE AUTOMOBILES

A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be separate automobiles with respect to the limit of liability, including the deductible provision, if any, under this Insuring Agreement.

EXCLUSIONS

The Insurer shall not be liable:

1. for loss or damage to any automobile while personally driven by the Insured if the Insured is an individual; or
2. under any subsection hereof for loss or damage
 - a. to tires or consisting of or caused by mechanical fracture or breakdown of any part of an automobile or by rusting, corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such subsection or is caused by fire, theft or malicious mischief covered by such subsection; or
 - b. to any automobile while being used without the consent of the owner thereof; or
 - c. caused directly or indirectly by contamination by radioactive material; or
 - d. to radios designed both for transmitting and receiving or their equipment; or
 - e. to contents of trailers or to rugs or robes; or
 - f. to tapes and equipment for use with a tape recorder when detached therefrom; or
 - g. caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
 - h. for any amount in excess of the limit stated in the applicable subsection hereof and expenditures provided for in the Additional Agreements of the policy to which this endorsement is attached; or
3. under subsections 3 (Comprehensive) 4 (Specified Perils) for a collision loss or damage occurring after theft by any person or persons residing in the same dwelling premises as the Insured, or by any

Endorsement



employee of the Insured engaged in the operation, maintenance or repair of the automobile whether the theft occurs during the hours of such service or employment or not unless the policy provides insurance under subsections 1 or 2.

ADDITIONAL AGREEMENT

The Insurer further agrees to pay general average, salvage and fire department charges and custom duties of Canada or of the United States of America for which the Insured is legally liable.

Subsection	Perils	Limits and Deductible
1.	All Perils	Limits: \$50,000 (exclusive of interests and costs) any one accident Deductible: The amount stated in the Declarations of this Policy

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

A handwritten signature in black ink, consisting of a stylized 'S' or 'Z' shape, is written over a horizontal line.

Endorsement



Policy Number: CAS779841-01
Insured: Canadian Football Officials Association
Effective Date: December 31, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #7

S.E.F. NO. 96 - CONTRACTUAL LIABILITY ENDORSEMENT (for attachment only to a Non-Owned Policy S.P.F. No. 6)

It is agreed that exclusion (3) of the Insuring Agreement of the policy to which this endorsement is attached is amended to read as follows:

- (3) For any liability assumed by any person insured by this policy voluntarily under any contract or agreement other than those stated below:

All written contracts entered into by the Insured.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

A handwritten signature in black ink, appearing to be a stylized 'S' or 'J' followed by a horizontal line, positioned over a horizontal line.

Endorsement



Policy Number: CAS779841-01
Insured: Canadian Football Officials Association
Effective Date: December 31, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #8

S.E.F NO. 99 - EXCLUDING LONG TERM LEASED VEHICLE (for attachment only to a Non-Owned Policy S.P.F. NO 6)

In consideration of the premium for which this policy is issued, it is understood and agreed that Item 3 (Hired Automobiles Defined) of the General Provision and Definitions of the policy to which this endorsement is attached is hereby amended to read as follows:

The term **hired automobiles** as used in this policy means (a) automobiles hired or leased from others with drivers or (b) hired or leased by the named Insured from others without driver for periods not exceeding 30 days, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

A handwritten signature in black ink, consisting of a stylized 'S' followed by a horizontal line, positioned above a solid horizontal line.

Endorsement



Policy Number: CAS779841-01
Insured: Canadian Football Officials Association
Effective Date: December 31, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #9

O.E.F. 98B - REDUCTION OF COVERAGE FOR LESSEES OR DRIVERS OF LEASED VEHICLES

(for attachment only to a Non-Owned Policy S.P.F. No. 6)

1. Purpose of this endorsement:

This endorsement alters the coverage provided by this policy with respect to claims in Ontario for loss or damage arising directly or indirectly from the use or operation of a motor vehicle that is leased.

2. How the policy coverage is changed:

The Insurer also agrees to pay on behalf of every partner, officer or employee of the Insured who, in the business of the Insured stated in Item 3 of the application, leases an automobile **for a period of not more than 30 days** in their own name, all sums which such partner, officer or employee is legally obligated to pay as a result of liability imposed by law arising from the negligence of the driver of such leased automobile(s).

The insurance provided under this policy with respect to leased automobiles is in excess of the underlying coverage available to the Insured or to the partner, officer or employee of the Insured.

Underlying coverage available to the Insured or to the partner, officer or employee of the Insured includes any motor vehicle liability insurance that is required to respond to the liability of the driver or lessee of the leased automobile.

The terms leased, lease, and lessee are used as equivalent to rented, rent and renter.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per. _____

A handwritten signature in black ink, consisting of a stylized 'S' or 'Z' shape, is written over a horizontal line.

Endorsement



Policy Number: CAS779841-01
Insured: Canadian Football Officials Association
Effective Date: December 31, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #10

WHO IS AN INSURED AMENDMENT - SPORTS CLUBS & ASSOCIATIONS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM
COMMERCIAL GENERAL LIABILITY POLICY - CLAIMS MADE FORM

A. PART III - WHO IS AN INSURED, paragraph 2., sub-paragraph a. is deleted and replaced with the following:

2. Each of the following is also an Insured:

a. Your

- i. **Volunteer workers** only while performing duties related to the conduct of Your business, or their duties assigned by you; or
- ii. Members, coaches, instructors or referees, but only while participating in or training for a **sanctioned event**; or
- iii. Your **employees**, other than either Your **executive officers** (if You are a **business entity** other than a partnership, limited liability partnership, limited liability company or joint venture) or Your managers (if You are a limited liability company), but only for acts within the scope of their employment by You or while performing duties related to the conduct of Your business.

However, none of these **employees, volunteer workers**, members, coaches, instructors or referees are Insureds for:

iv. **Bodily injury** or **personal and advertising injury**:

- (a) To You, to Your partners or members (if You are a partnership, limited liability partnership or joint venture), to Your members (if You are a limited liability company), to a co-**employee** while in the course of their employment or performing duties related to the conduct of Your business, or to Your other

Endorsement



volunteer workers, members, coaches, instructors or referees while performing duties related to the conduct of Your business;

- (b) To the spouse, child, parent or sibling of that co-**employee, volunteer worker**, member, coach, instructor or referee as a consequence of Paragraph iv. (a) above;
- (c) For which there is any obligation to share **compensatory damages** with or repay someone else who must pay **compensatory damages** because of the injury described in Paragraphs iv. (a) or iv. (b);
- (d) Arising out of their providing or failing to provide professional health care services; or
- (e) To any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law.

v. **Property damage** to property:

- (a) Owned, occupied, used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

You, any of Your **employees, volunteer workers**, members, coaches, instructors or referees, any partner or member (if You are a partnership, limited liability partnership or joint venture), or any member (if You are a limited liability company).

B. For the purposes of this Endorsement, the following is added to PART VI - DEFINITIONS:

Sanctioned events means events, tournaments, and/or matches conducted by an authorised event organiser that have received formal approval by the Insured or an **employee** authorized by the Insured to give such approval. Approval can either be by way of a written procedure manual or a specific agreement in writing.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

A stylized, handwritten signature in black ink, consisting of a large, flowing 'S' shape, positioned above a horizontal line.

Endorsement



Policy Number: CAS779841-01
Insured: Canadian Football Officials Association
Effective Date: December 31, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #11

VOLUNTARY COMPENSATION FOR EMPLOYEES

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM
COMMERCIAL GENERAL LIABILITY POLICY - CLAIMS MADE FORM

A. PART I - COVERAGES is amended by adding the following:

1. We will pay the voluntary compensation benefits set out in this Endorsement, either to or on behalf of Your **employee** who accidentally sustains **bodily injury** including death resulting therefrom, arising out of and in the course of employment by You, whether or not such **bodily injury** gives rise to liability imposed by law upon You. Provided, however, that:
 - a. If the injured **employee** or any person claiming by, through or under them does not accept the voluntary compensation benefits offered hereunder, then We may at any time at Our discretion and without notice, withdraw such offer to pay the said benefits, in which case We will no longer be under any obligation to provide voluntary compensation benefits under this Policy. If any claim or demand is made upon or any **suit** brought against You for damages for such injuries, such claim, demand or **suit** shall be considered a refusal to accept such voluntary compensation benefits and such refusal shall abrogate in its entirety Our obligation to pay such voluntary compensation benefits under this Policy. In such event Our obligation in respect of the other terms and conditions of this Policy shall be available to You and shall apply in the same manner and on the same basis as though the voluntary compensation benefits coverage had not been provided under this Policy;
 - b. The voluntary benefits set out in this Endorsement shall not be payable unless at the time of the accident Your **employee** was engaged in duties coming within the scope of Your business activities;
 - c. A full legal release of all claims of such **employee** or any person claiming on their behalf against the Insured is executed and delivered to Us and that any rights of such **employee** or person (excluding all services available under any provincial or territorial hospital insurance act) against anyone other than You be subrogated and assigned in full to Us;

d. We shall in no event be liable for:

- i. Any voluntary compensation benefits for any claims, injury, death or other loss caused directly or indirectly, wholly or in part by war, riot, invasion, or bodily or mental infirmity, narcotics, intoxicants, hernia (either as a cause or effect), ptomaine or food poisoning, viral or bacterial infections (except pyogenic infections which shall occur with and through an accidental cut or wound), or by any other disease;
- ii. Any voluntary compensation benefits for any fatal or non-fatal injuries sustained while in military or naval service in the time of war, or while participating in any horse, bicycle, automobile, motorcycle or motorboat race or speed contests;
- iii. Any voluntary compensation benefits for any fatal or non-fatal injury sustained while in or on any vehicle or mechanical device for aerial navigation, or in falling therefrom or therewith, or while operating or handling any such vehicle or device;
- iv. Any voluntary compensation benefits for any fatal or non-fatal injury sustained as a result of suicide or attempted suicide; or
- v. Any voluntary compensation benefits for any **employee** of the Insured if such **employee** is normally a resident of any country other than Canada.

2. Schedule Of Benefits

a. Loss Of Life:

In the event of death resulting from **bodily injury** within a period of twenty-six (26) weeks after the date of the accident, We will pay:

To dependents of the said **employee** who were wholly dependent upon them, an amount equal to one hundred (100) times the weekly indemnity in addition to any benefits for Temporary Total Disability provided under Item 2. up to the date of death. The actual funeral expenses not exceeding, however, the sum of five hundred dollars (\$500.00).

b. Temporary Total Disability

If such **bodily injury** shall within fourteen (14) days from the date of the accident totally and continuously disable Your **employee** and prevent them from performing any and every duty pertaining to any occupation or employment, We will pay weekly indemnity for the period of such disability or for twenty-six (26) weeks, whichever is the lesser period. Provided however, that if the period of such disability is less than six (6) weeks, no benefit under this Item 2. shall be payable for the first seven (7) days of such disability.

c. Permanent Total Disability

If within twenty-six (26) weeks from the date of the accident and as a direct result of such **bodily injury**, Your **employee** shall be deemed permanently and totally disabled by medical evidence satisfactory to Us, We will pay, in addition to the benefits provided under

paragraph b. Temporary Total Disability, **weekly indemnity** for a further period of one hundred (100) weeks.

d. Injury Benefits

If such **bodily injury** shall within twenty-six (26) weeks from the date of the accident result in any one or more of the incapacities listed hereinafter in the Schedule of Incapacities We will pay **weekly indemnity** for the number of weeks shown opposite the incapacity in the below Schedule in addition to the benefits payable under paragraph b. Temporary Total Disability. In no event shall it be payable in addition to the benefits provided by paragraphs a. Loss Of Life, and c. Permanent Total Disability.

The total amount payable for one or more incapacities shall not exceed one hundred (100) times the **weekly indemnity**.

SCHEDULE OF INCAPACITIES

Loss or total irrecoverable loss of use of:

Division A.....(No. of Weeks)

1. Arm:
 - a. At or above elbow, or.....(100)
 - b. Below elbow, or.....(80)
2. Hand at wrist, or.....(80)
3. Thumb: *
 - a. at or above the second phalangeal joint, or.....(25)
 - b. below the second phalangeal joint, involving a portion of the second phalange.....(18)
4. Index Finger: *
 - a. at or above the second phalangeal joint, or.....(25)
 - b. at or above the third phalangeal joint, or.....(18)
 - c. below the third phalangeal joint, involving a portion of the third phalange.....(12)
5. Any Other Finger: *
 - a. at or above the second phalangeal joint, or.....(15)
 - b. at or above the third phalangeal joint, or.....(8)
 - c. below the third phalangeal joint, involving a portion of the third phalange.....(5)

Division B.....(No. of Weeks)

1. Leg:
 - a. at or above the knee, or.....(100)
 - b. below knee, or.....(75)
 - c. foot at ankle, or.....(75)
2. Great toe: **
 - a. at or above the second phalangeal joint, or.....(15)
 - b. below the second phalangeal joint, involving a portion of the second phalange.....(8)
3. Any other toe: **
 - a. at or above the second phalangeal joint, or.....(10)
 - b. below the second phalangeal joint, involving a portion of the second phalange, or.....(5)

Endorsement



c. below the third phalangeal joint, involving a portion of the third phalange.....(3)

Division C.....(No. of Weeks)

1. a. One eye, or.....(50)

b. Both eyes.....(100)

Division D.....(No. of Weeks)

1. a. Hearing of one ear, or.....(25)

b. Hearing of both ears.....(50)

Note: For a combination of two or more of the incapacities marked *, We will not pay more than eighty (80) times the **weekly indemnity**. For a combination of two or more of the incapacities marked **, We will not pay more than exceed thirty-five (35) times the **weekly indemnity**.

e. Medical, Surgical, Hospital Expenses

If such **bodily injury** shall necessitate medical or surgical treatment of confinement to hospital, We will pay in addition to all other benefits provided by this Endorsement;

i. The cost of the necessary medical, surgical, pharmaceutical and hospital services (excluding services available under any hospital insurance act or statute) in accordance with the scale of charges provided by the Worker's Compensation Act of the province or territory in which the accident occurred, subject to a maximum of one thousand dollars (\$1,000.00) during the period not exceeding twenty-six (26) weeks from the date of accident; and

ii. The cost of supplying or the reasonable renewing of prosthetic or orthopaedic appliances as may be necessary for a period of not exceeding fifty-two (52) weeks from the date of the accident, subject to a maximum of five thousand dollars (\$5,000.00).

B. For the purposes of the coverage provided by this Endorsement, the following is added to PART V - COMMERCIAL GENERAL LIABILITY CONDITIONS:

We shall have the right to examine the person of the injured **employee** when and as often as may be required while the claim is pending and also in the case of death of the injured **employee** to make an autopsy subject to any law of the province or territory relating to autopsies.

c. For the purposes of the coverage provided by this Endorsement, the following is added to PART VI - DEFINITIONS:

Weekly indemnity means two-thirds of Your **employee's** weekly wage at the date of the accident, but not exceeding in any event the sum of one hundred dollars (\$100.00) per week.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

A handwritten signature in black ink, consisting of a stylized 'S' or 'Z' shape, written over a horizontal line.

Endorsement



Policy Number: CAS779841-01
Insured: Canadian Football Officials Association
Effective Date: December 31, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #12

DESIGNATED OPERATIONS OR ENTITIES EXCLUSION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY POLICY - OCCURRENCE FORM
COMMERCIAL GENERAL LIABILITY POLICY - CLAIMS MADE FORM
UMBRELLA LIABILITY POLICY
EXCESS LIABILITY POLICY

SCHEDULE

Designated Operation(s) or Entity(ies):

Officiating professional football games

This Policy does not apply to liability in any way involving the Designated Operation(s) or Entity(ies) shown in the Schedule of this Endorsement.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the Insurer has caused this Endorsement to be signed by an Authorized Representative.

Per.

A handwritten signature in black ink, consisting of a stylized 'S' or 'Z' shape, is written over a horizontal line.