

# **SUMMARY OF GENERAL LIABILITY COVERAGE**

Named Insured: CANADIAN SNOWSPORTS ASSOCIATION and/or

CANADIAN ADAPTIVE SNOWSPORTS and/or CANADIAN FREESTYLE SKI ASSOCIATION and/or CANADIAN SNOWBOARD FEDERATION and/or

NORDIC COMBINED SKI CANADA COMBINE NORDIQUE and/or

SKI JUMPING CANADA and/or

CANADIAN SPEED SKIING ASSOCIATION and/or TELEMARK SKI CANADA TÉLÉMARK and/or

CROSS COUNTRY CANADA and/or FONDATION SKI CANADA FOUNDATION

**Additional Insured:** Broad Additional Insured wording, including:

- All CSA (NSO) Disciplines and their Provincial/Territorial Sport Organizations (PTSO's),
  Divisions, Regions, Zones, Member Association, and Member Clubs of, or under a
  Named Insured plus their individual directors & officers, employees, individual members
  and volunteers while involved in any activity organized, governed, regulated, sanctioned
  and/or approved by the CSA and CSA Discipline (NSO).;
- The Named Insured's members and volunteers are insured, but only for acts within the scope of their activities as a member of the Named Insured;
- Municipalities, government departments, sponsors, organizers, producers and ski hill operations in whose name any named Insured has agreed contractually, as approved by the CSA to provide insurance, or who are operating (or involved in) the Named Insured's sanctioned events, are added as additional insureds for their vicarious liability arising out of any activity, as promoted, encouraged, organized, governed, regulated, sanctioned and/or approved by the Named Insured as approved by the CSA.
- Coverage to Ski Areas for members CSA/NSO approved activities shall be primary to any other insurance held by the ski area.
- Coverage includes Participant to Participant coverage (athlete-volunteer-official-coach)

Limits of Liability: Each Occurrence Limit: \$10,000,000 no aggregate limit on occurrences

Products & Completed Operations: \$10,000,000 any one occurrence.

Personal Injury & Advertising Injury: \$10,000,000 any one person/organization and aggregate

Tenants' Legal Liability: \$10,000,000 any one premises Medical Expense Limit: \$50,000 any one person

Non-Owned Automobile Liability: \$10,000,000 any one accident – 60 day maximum

**Employee Benefits Administration** 

Plan Liability: \$10,000,000 per claim and aggregate

Voluntary Compensation for Volunteers & Employees per schedule injured during course of

duties. (Employees not covered by WCB or Employee Benefits Plans)

Forest Fire Expertise: \$1,000,000 per claim and aggregate



# SUMMARY OF GENERAL LIABILITY COVERAGE

**Deductibles:** Bodily Injury/Property Damage/Expense: \$50,000 \*

Employee Benefits: \$50,000 \* Legal Liability for Damage to Hired Vehicles: \$50,000 \*

Note<sup>1</sup>: As per Quebec Statute the deductible does not apply to expenses with respect to

claims brought in the Province of Quebec as a result of bodily injury or property

damage which occurred in Quebec.

Note<sup>2</sup>: CSA are providing a reserve fund to enable supplementing deductible on claims

over \$5,000. The member entity responsible for the claim, will be responsible for the

first \$5,000 of the deductible on any claim.

## Coverages: Bodily Injury & Property Damage:

Excludes prior injury or damage;

 Excludes obligations covered by WC; Disability Plans; Vehicles covered under own insurance, or use of watercraft or aircraft.

## Personal & Advertising Injury:

- Personal injury is false arrest malicious prosecution; invasion of privacy violation;
- Injury must be caused by an offence arising out of the business;
- Excludes willful violation of rules and regulations.

## **Medical Payments**

- Arising out of accident due to operations you conduct on property you own or have control over, or from your operations;
- Excludes injury to employees' injuries that are covered by WC.

#### **Tenants Legal Liability**

- Covers damage you cause to property you rent or lease;
- Excludes damage deliberately caused or expected.



#### Endorsements: End #1 Who is an Insured

- Named Insured; (as set out on page 1)
- Additional Insureds. (as set out on page 1)

## End #2 Employee Benefits Liability Coverage

- Coverage is for damages caused to any employees or former employees due to an
  act of negligence, error, mistake, or omission of an insured in the administration of
  employee benefits programs during policy period and within North America;
- Excludes fraud, criminal or malicious act;
- Excludes lack of compliance with worker's compensation benefit legal requirements;
- Excludes losses in investment programs, security plans, stock plans.

## End #3 Limited Pollution Liability Coverage

Limits coverage for pollutant detected within 120 hours of occurrence.

# End #4 Forest and Prairie Protection Acts Expense Endorsement

 Provides \$1,000,000 in coverage towards legally assessed costs by government towards controlling or extinguishing forest or prairie fires contributed to or caused by an insured.

## End #5 Voluntary Compensation for Employees/Volunteers

- Provides benefit payment to employees/volunteers injured during course of employment or volunteering while performing work as directed;
- Excludes benefits to employees otherwise covered by or required to be covered by WC or other benefit plans.

## End #6 Non-Owned Auto Liability Coverage – 60 days maximum

 Provides limited coverage for vehicles rented for no more than 60 days and driven by qualified licensed drivers in accordance with rental contract provisions.

## End #7 Non-Owned Auto Liability Snowmobile Extension Coverage

The word "automobile" used in policy is modified to include snowmobiles.

#### **End #8** Elevator Collision Coverage

 Provides \$100,000 in coverage toward loss or damage to elevator car used or occupied by an Insured.

## End #9 Voluntary Payment for Damage to Third-Party Property Legal Liability

- Provides up to \$100,000 for physical loss or damage.
- Excludes owned or rented property.

#### End #10 Deductible Amendment – Expenses in Quebec

 Confirms no deductible applies to <u>expenses</u> incurred from a claim or legal action in Quebec.

## End #11 Exemplary and/or Punitive Damages Exclusion

Excludes coverage for any claim for exemplary and/or punitive damages.

## End #12 International Extension Endorsement – World-Wide Coverage

Coverage territory wherever used is world-wide.

# End #13 Participation Risk Inclusion – covers injury by Participant to Participant (including Officials)

- Policy is extended to include any claim against a named insured by a participant also related to the business of the insured;
- This includes claims or actions brought by one participant against another directly involved in the activity, including social activities;
- Participants include: member, athlete, official, coach or volunteer.

#### End #14 United States of America Jurisdiction

Modifies coverage for any action arising in the USA by reducing the policy limits available by all payments including legal defence costs, prejudgment, and interest.



# Endorsements con't:

## End #15 Exclusion for Members of Alpine Canada Alpin

 There is no coverage provided to Alpine Canada Alpin, or its members, programs, events, athletes, coaches, and volunteers.

## End #16 Code of Consumer Rights & Responsibilities

Insurers and Insureds bill of rights.

## End #17 Cyber & Data Exclusion

 Canadian policies exclude any claims of any kind caused by or arising from cyber acts or incidents.

#### End #18 Communicable Disease Exclusion

 Policy excludes any claims for loss, damage, death or illness made or threatened including clean-up, quarantine, testing and/or hospitalization.

## End #19 International Sanction Limitation & Exclusion

 There is no coverage for any claims where the Insurer is liable to pay a claim that would result in any sanction, or restriction under UN resolutions, or, laws from European Union, UK or USA.

## End#20 Abuse, Molestation & Sexual Abuse – Claims made clause coverage.

- Changes occurrence coverage to claims-made for such claims;
- The policy will only respond to claims alleging abuse, molestation, or sexual abuse where the incident or claim first arose <u>and</u> the claim was made or alleged within the time frame the policy was in force;
- The policy limit is also amended to \$2,500,000 per claim and in the aggregate.

#### End #21 Review Clause

- Coverage to be extended to 3-years at fixed premium increase.
- No change in premium or deductible unless there is a material change in risk.
- No change in premium unless rapid increase in membership.
- No change in premium provided Incurred claims are not excessive or excessive change in 5-year historical loss data.



This insurance does not apply to Alpine Canada Alpine or its members, programs, events, athletes, coaches, and volunteers.