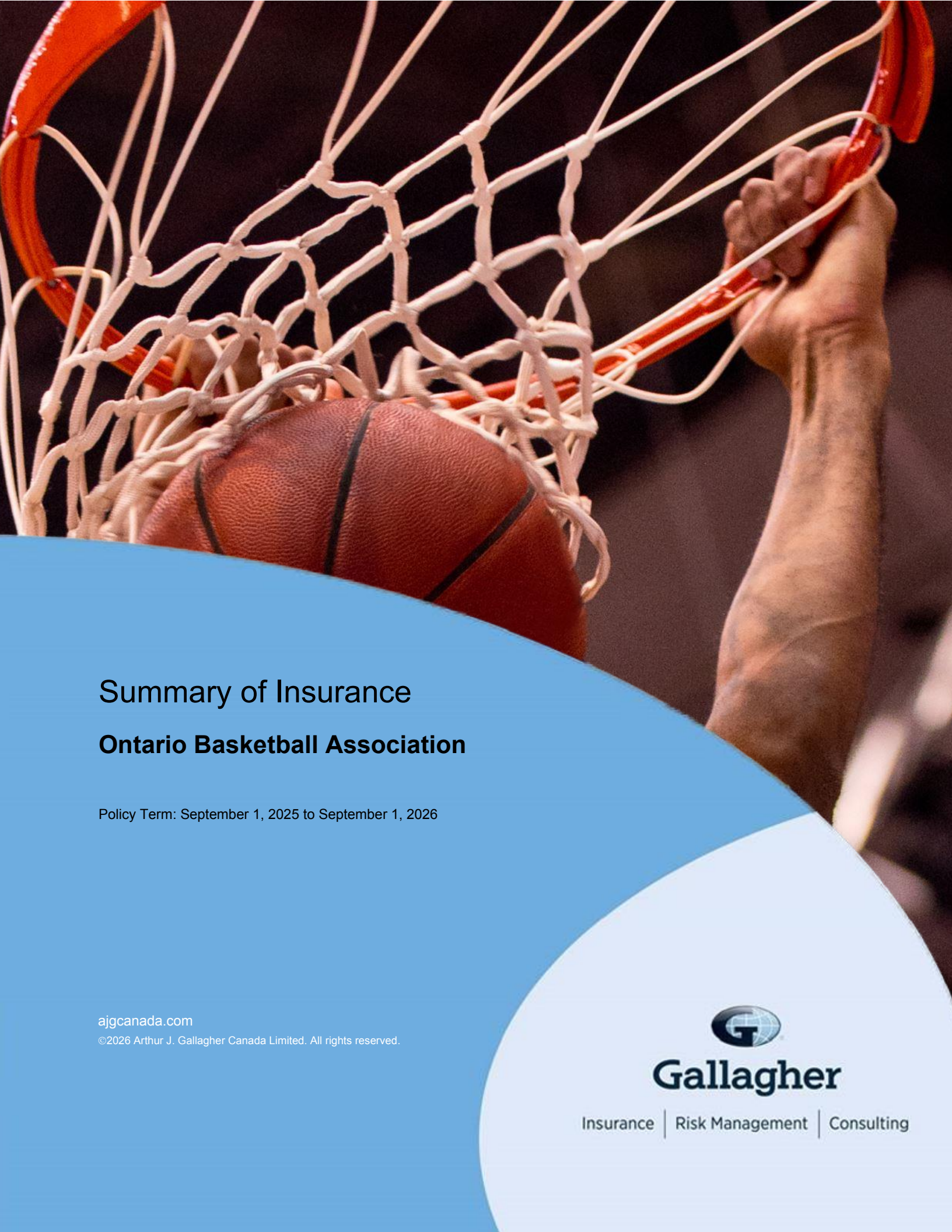




# Summary of Insurance

## Ontario Basketball Association

Policy Term: September 1, 2025 to September 1, 2026

[ajgcanada.com](http://ajgcanada.com)

©2026 Arthur J. Gallagher Canada Limited. All rights reserved.



# Gallagher

Insurance | Risk Management | Consulting

# Program Overview

## Who is Insured?

The Insurance covers **Ontario Basketball Association and its “Members”** for all **“Sanctioned Activities”** authorized by **Ontario Basketball Association**.

## Definitions

**“Members”** shall mean a group or person who has fully paid all dues and fees and is in good standing with all requirements of **Ontario Basketball Association**.

**“Sanctioned Activities”** shall mean all games, competitions, sports demonstrations including related practice and training, social and fundraising activities authorized by **Ontario Basketball Association** and run by you or your ‘members’. Authorization shall be granted by you by way of written procedural manual or specific agreement in writing by your authorized executives.

## Insurance Coverages

### 1. Commercial General Liability

This coverage will pay those sums that the insured becomes legally obligated to pay as compensatory damages because of bodily injury to or damage to property of others, such as spectators, passers-by, property owners and others resulting from your operations or actions. Coverage includes your legal liability for injury to participants. The coverage provided, also includes Injury to Participants that result from your association, member clubs, or individual members negligence.

The coverage includes, at no additional cost, **Additional Insureds**, such as Municipalities, Government Departments, Sponsors and Owners of the Facilities in whose name you have agreed to provide insurance for their vicarious liability arising out of your operations.

### 2. Sport Accident Coverage

Provides coverage for “out of pocket expenses” due to an insured member/executive who has sustained an injury while participating in a **Sanctioned Activity**. This coverage is applicable in Canada and is secondary to any other government health insurance plan.

THE FOLLOWING COVERAGE OUTLINED IS SUBJECT TO THE TERMS AND CONDITIONS, WHICH WILL BE SET FORTH IN THE POLICY TO BE ISSUED AND IS NOT INTENDED TO INDICATE THE FULL CONDITIONS, TERMS OR

EXCLUSIONS OF THE POLICY. SHOULD A DISCREPANCY OCCUR BETWEEN THIS DOCUMENT AND THE ACTUAL POLICY, THE ACTUAL POLICY WILL DOCUMENTS WILL PREVAIL.

## Commercial General Liability

Named Insured: Ontario Basketball Association

Address: 1 Jim Flaherty Street, Suite 2A, Whitby ON L1N 0J2

Description of Operations: Provincial sport governing body of the sport of basketball; includes all sanctioned basketball activities, communications and fundraising activities

Insurer: Markel Canada Ltd

Policy Number: CAS834091-02

Effective Date: September 1, 2025

| Coverage                                                              | Deductible  | Insurance Limits |
|-----------------------------------------------------------------------|-------------|------------------|
| <b>LIABILITY:</b>                                                     |             |                  |
| <b>Commercial General Liability Form</b>                              |             |                  |
| CGL Each Occurrence Limit                                             |             | \$5,000,000      |
| Commercial General Liability per Occurrence Deductible                |             |                  |
| Property Damage                                                       | \$1,000     |                  |
| Bodily Injury                                                         | \$1,000     |                  |
| Personal & Advertising Injury                                         |             | \$5,000,000      |
| Voluntary Medical Payments – Third Party (any one person)             |             | \$10,000         |
| Products & Completed Operations Aggregate                             |             | \$5,000,000      |
| Participant Liability                                                 |             | Included         |
| Employers Liability Coverage Extension/ Aggregate                     | \$1,000,000 |                  |
| Employee Benefits/Aggregate                                           |             | \$1,000,000      |
| Retroactive Date: September 1, 2018                                   |             |                  |
| Tenants Legal Liability (any one premises)                            | \$1,000     | \$1,000,000      |
| Legal Defense Expenses/occurrence & Aggregate                         | \$1,000     | \$25,000         |
| SPF 6 – Non-Owned Automobile                                          |             | \$2,000,000      |
| SEF 94 – Legal Liability for Physical Damage to Non-Owned Automobiles | \$1,000     | \$75,000         |
| SEF 96 – Contractual Liability Endorsement                            |             | Included         |
| SEF 99 – Excluding Long Term Leased Automobiles                       |             | Included         |
| OEF 98B – Reducing Coverage for Lessees                               |             | Included         |
| Sports Error & Omissions Aggregate                                    | \$1,000     | \$1,000,000      |
| Claims made, Retroactive Date: September 1, 2023                      |             |                  |
|                                                                       |             |                  |
| Coverage                                                              | Deductible  | Insurance Limits |
| Cross Liability Clause                                                |             | Included         |

|                                                   |          |
|---------------------------------------------------|----------|
| 30 Day Cancellation Notice                        | Included |
| Additional Insured- Waiver of Subrogation         | Included |
| Endorsements to Policy (refer to schedule)        | Included |
| Minimum Retained Premium – 100% of Annual Premium | Included |

| Endorsements (Not Applicable if Blank)                      |         |              |
|-------------------------------------------------------------|---------|--------------|
| Abuse Coverage (Claims Made)                                | \$5,000 | \$ 2,000,000 |
| Retroactive Date: September 1, 2023                         |         |              |
| Virus, Bacteria, Disease & Contagious Exclusion             |         |              |
| Who is an insured amendment Sports Clubs & Associations     |         |              |
| Professional Services Amendment- Sports, Health and Fitness |         |              |
| Sanctioned Event Limitation Endorsements                    |         |              |
| Adjustable Policy Premium                                   |         |              |

| Terms and Conditions                                                 |
|----------------------------------------------------------------------|
| Waiver signed by participants or their legal guardians if minor age. |

## Description of Liability Coverages

- **Participant Liability (Injury to Participants)**- This coverage protects the insured from claims arising from "bodily injury" and "property damage" in the event that an injured athletic participant files a lawsuit. This coverage also includes "Participant to Participant" Liability (Player versus Player) which protects the participant in the event that one player is sued by another player resulting from an injury.
- **Voluntary Medical Payments** - Reimburses others (third party) for their medical expenses if they are injured as a result of your activities
- **Tenants Legal Liability** - Provides coverage for your legal responsibility for damage to premises that you rent in the course of your activities
- **Non-Owned Automobile Coverage** - Indemnity to 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.
- **SEF – 94 – Legal Liability for Physical Damage to Non-Owned Automobiles** – provides physical damage coverage for vehicles that are rented/hired by the named insured.
- **Personal Injury** - Coverage against libel, slander.
- **Advertisers Liability** - Will protect the insured in the course of advertising your goods, products or services.
- **Cross Liability Clause** - This clause allows for additional insured's to sue, if necessary, within the policy.
- **Employers Liability** - Protects the insured against the possibility of an employee suing for injury suffered in the course of their employment.
- **Premises, Property and Operations** - This provides coverage for the insured that is responsible in the scope of their operations against Bodily Injury and Property Damage claims for damages resulting from your negligence associated with owning or renting property and the day-to-day operations of your activities sanctioned by the association. Premises coverage does not extend to the operation of any indoor training facilities or clubhouses. Separate premises liability coverage would need to be purchased.
- **Products and Completed Operations** - This is simply a broader form of liability coverage normally associated with manufacturers and business.
- **Blanket Contractual** - This provides coverage for the insured when he/she signs a contract, which stipulates the legal responsibility of the insured.
- **Errors & Omissions (Wrongful Acts)** - This coverage protects all registered members including Executives, Managers, Coaches, Officials, Employees, and Participants & Volunteers for compensatory damages as a result of their wrongful acts. The coverage responds to "civil proceedings" (statement of

claim) and does not cover Human Rights or other Tribunal (non-civil proceeding issues). Errors & Omissions Liability does not cover against employment related issues.

- **Legal Defence Expense-** This is a type of insurance coverage that helps cover the costs associated with defending against legal claims. This can include attorney fees, court costs, and other related expenses incurred during the defense of a lawsuit or legal action.
- **Incidental Medical Malpractice -** Protection for rendering first aid to an injured person by a non-medical professional in the course of your activities.

THE FOLLOWING COVERAGE OUTLINED IS SUBJECT TO THE TERMS AND CONDITIONS, WHICH WILL BE SET FORTH IN THE POLICY TO BE ISSUED AND IS NOT INTENDED TO INDICATE THE FULL CONDITIONS, TERMS OR EXCLUSIONS OF THE POLICY. SHOULD A DISCREPANCY OCCUR BETWEEN THIS DOCUMENT AND THE ACTUAL POLICY, THE ACTUAL POLICY WILL DOCUMENTS WILL PREVAIL.

## Sport Accident Insurance

Named Insured: Ontario Basketball Association  
Address:1 Jim Flaherty Street, Suite 2A, Whitby ON L1N 0J2

Description of Operations: Provincial sport governing body of the sport of basketball; includes all sanctioned basketball activities, communications and fundraising activities

Insurer: Markel Canada Ltd

Policy Number: CAS834091-02  
Effective Date: September 1, 2025

---

| Coverage                                     | Deductible | Insurance Limits |
|----------------------------------------------|------------|------------------|
| Participant Accident Insurance               |            |                  |
| Accident Death and Dismemberment             | N/A        | \$30,000         |
| Accident Medical Expense                     | N/A        | \$10,000         |
| Aggregate Limit Payable for any one accident | N/A        | \$1,000,000      |
| Dental Accident Reimbursement                | N/A        | \$5,000          |

# Important Details You Should Know About Your Sport Accident Policy

The Sport Accident Policy is an Excess Policy, which means, it is secondary to any other government or private health care plan(s). **This coverage applies to medical expenses incurred in Canada only.**

The Sport Accident Policy provides coverage for Sanctioned Activities.

Expenses eligible under any other healthcare plan(s) must be submitted to that plan(s). Your Sport Accident Policy will pay only the amount of expenses that are not eligible with any other insurer. Only claims up to the maximum benefits of the policy will be considered for payment. Explanation of benefits from other insurer, must accompany eligible expenses when submitting.

Arthur J. Gallagher must receive notice of your accident within **30** days of the accident date and claim documentation within **90** days from the date of accident.

All claims must be submitted by completing our Sport Accident Claim Form along with itemized statement and paid receipts. The Physician Statement needs to be completed confirming diagnosis &/or recommended treatments, if you are claiming other than dental or ambulance expenses.

Sport Accident Claim Forms must be completed in full and copies of receipts/invoices for medical/dental expenses must be submitted as well. All claim documentation will then be forwarded on to the insurer. Additional invoices/receipts can then be forwarded on as treatment is incurred.

The insurer will pay with respect to each insured that sustains bodily injury as a result of an accident, all reasonable medical expenses resulting and incurred within 52 Weeks from the date of accident. You must have required and received medical /dental treatment commencing within 30 days of the accident.

Claim forms can be submitted to our office electronically or by fax. If you are submitting the forms by mail, please forward **copies only** and retain originals for your files.

## **Arthur J. Gallagher Canada Limited**

435 McNeilly Road, Suite 203  
Stoney Creek, ON L8E 5E3  
Attention: Sports Administrator  
Phone 1-800-461-5087 Fax 905-643-8321  
Email: [IBAM.StoneyCreek.Sports@ajg.com](mailto:IBAM.StoneyCreek.Sports@ajg.com)

## **Disclaimer**

This document is a coverage summary for your convenience, not a contract or legal or tax advice. This document contains proprietary and confidential information belonging to Arthur J. Gallagher. The unauthorized reproduction or use of this document or information contained herein is prohibited by law. It is provided to facilitate your understanding of the relevant insurance program. Please refer to the actual policies when issued for the specific terms, conditions, limitations and exclusions that will govern coverage in the event of a loss.

In evaluating your exposure to loss on your insurance policies, we have been dependent upon certain information that was provided by you. If there are other areas that need to be evaluated prior to binding coverage, please bring these areas to our attention. Higher limits for the program's policies may be available; if you wish to pursue this option please advise our office as soon as practicable so that we may solicit market quotations on your behalf. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that may impact the scope of your insurance coverage.