

## NIHOA LIABILITY COVERAGE

This coverage is provided to NIHOA members who have paid the appropriate premium.

### **Basic Program**

Provides broad legal liability protection and defense for:

- NIHOA and its officers, directors, and members against lawsuits that result in a liability claim being brought against them while acting within the scope of their responsibilities as a member of NIHOA.

The policy is written on an Occurrence Form with a \$1,000,000 per occurrence limit, and \$4,000,000 aggregate per policy term.

All sanctioned activities necessary or incidental to officiating a scheduled game or competition, scrimmage or practice session, or participating in an event sponsored or sanctioned by NIHOA, but not limited to, fund-raising, meetings and award banquets are covered by this liability policy.

The major coverage afforded by this policy includes:

- Bodily Injury and Property Damage Liability - Protection against allegations of negligence resulting from bodily injury to others or damage to their property.
- Personal Injury Liability - Legal liability for libel, slander, defamation of character, wrongful eviction or invasion of privacy.
- Independent Contractors - Liability arising out of operations performed by others under contract with those named above.
- Participant Legal Liability - Provides coverage for claims brought by other participants in hockey activities against those named above.

### **Major exclusions are:**

- Sales of liquor.
- Liability arising out of the use of owned, no owned and hired automobiles.
- Medical malpractice.
- Property of others in care, custody and control of insured: i.e. personal property of players, coaches, etc.
- Official's injury—covered by accident policies.

## UMBRELLA LIABILITY COVERAGE

This coverage is provided to NIHOA members who have paid the appropriate premium. The policy provides a \$4,000,000 occurrence limit and \$4,000,000 annual aggregate. These limits are excess over the underlying general liability policy limits of \$1,000,000 per occurrence, and \$4,000,000 aggregate.

## DIRECTOR'S & OFFICERS LEGAL LIABILITY COVERAGE

This coverage is provided to NIHOA members who have paid the appropriate premium.

The Association has in place a Directors & Officers Legal Liability insurance policy which includes Endorsements for Employment Practices Legal Liability coverage. It protects members of the board of directors and officers of the Association for allegations of wrongful acts brought against them by third parties. Additionally, it extends coverage to the board of directors for allegations made against our members for sexual harassment/abuse and discrimination from third parties. The policy carries limits of \$1,000,000 per claim.

## CLAIMS REPORTING

Losses should be reported and claims forwarded immediately to the NIHOA Secretary -Treasurer.

## DISCLAIMER

**This description of coverage is not a contract of insurance, rather, an informative statement of the insurance in effect. Complete provisions pertaining to this plan of insurance are contained in the**

**master policies on file with the policyholder and if any provision in the policy differs, the actual policy will govern.**

NIHOA130817

**2017 – 2018**

## Insurance Program



**NATIONAL ICE HOCKEY  
OFFICIALS ASSOCIATION**

**Basic & Catastrophic  
Excess Accident  
General Liability  
D & O Liability**

[www.nihoa.com](http://www.nihoa.com)

## **NIHOA ACCIDENTAL EXCESS EXPENSE COVERAGE**

This coverage is provided to NIHOA members who have paid the appropriate premium.

This coverage is provided while officiating a scheduled game or competition, scrimmage or practice session, or participating in an event sponsored or sanctioned by NIHOA, or traveling directly, without interruption between the official's home and a scheduled game or competition, scrimmage or practice session, or event sponsored or sanctioned by NIHOA.

### **BASIC ACCIDENTAL EXCESS EXPENSE**

The Company will pay up to a maximum of \$25,000 for covered medical expenses incurred for necessary medical treatment required as a result of an accidental bodily injury. Also includes dental coverage for whole or sound natural teeth. The first covered expenses must be incurred within 60 days of the accident date. Expenses must be incurred within 52 weeks from the date of the accident.

All Medical and Dental expenses are payable in excess of all other valid and collectible insurance in force at the time of the accident and subject to a \$250 deductible for each covered accident. The deductible will apply regardless of other valid and collectible insurance in force at the time of the accident.

“Eligible Expenses” means charges for the following necessary treatment and service, not to exceed the usual and customary charges in the area where provided: 1. Medical and surgical care by a physician;

2. Hospital care and service in semi-private accommodations, or as an outpatient;
3. Radiology (X-rays);
4. Prescription and drugs and medicines;
5. Orthopedic appliances necessary to promote healing;
6. Ambulance service from the scene of the accident to the nearest hospital;
7. Dental treatment of sound natural teeth.

“Injury” means bodily injury resulting from an accident which occurs during the policy term and while the insured person is engaged in the covered activity specified in the policy schedule.

### **CATASTROPHIC ACCIDENTAL EXCESS EXPENSE**

#### ***Who is an Insured Person?***

A NIHOA member who has obtained coverage.

#### ***What is a Covered Event?***

A scheduled game or competition, scrimmage or practice session, or event which is sponsored or sanctioned by NIHOA.

#### ***What is a Catastrophic Injury?***

An injury sustained by an insured person during participation in a covered event including:

- a) While participating in a covered event or performing directly assigned duties in connection with a covered event;
- b) During covered travel to and from the location of a covered event;

which results in bodily injury to that person who incurs at least \$25,000 or more of medical, dental or rehabilitation expenses within two years from the date of the covered accident (herein after called the deductible).

#### ***Description of Coverage***

The \$1,000,000 Catastrophic Injury Insurance Program will pay benefits to an eligible, insured person after they have expended their \$25,000 deductible for losses due to a

Catastrophic injury in excess of other valid and collectible insurance.

#### ***Benefit highlights for Catastrophic Injury Insurance:***

Medical, dental and rehabilitation expense benefit of \$1,000,000, 10 year limit per accident. 100% of reasonable, customary and necessary covered expenses.

#### ***Limitations***

This policy does not cover any loss contributed to or resulting from:

- (a) Sickness or disease in any form (except pyogenic infection due to accidental cut or wound).
- (b) The use of drugs or narcotics, unless administered on the advice of physician.
- (c) War or any act of war, whether or not declared, or participation in any riot or civil commotion.
- (d) Air travel or the use of any device or equipment for aerial navigation, except as a fare-paying passenger on a

regularly-scheduled commercial airline. (e) Suicide or any attempt thereat, or any intentional self-inflicted injury.

Nor does this policy provide benefits for:

(f) Services provided by (a) any person of facility employed or retained by the policyholder or member organization, or (b) any member of the insured person's family or household. (g) Dental treatment, except as the result of a covered injury.

(h) Examination for, prescription for, or the purchase of eyeglasses or contact lenses or hearing aids. (i) The repair or replacement of any orthopedic appliance or artificial dental restoration.

(j) Expenses payable under and Workers' Compensation Law or similar legislation.

(k) Injury sustained while riding in or on any two- or three wheeled engine-driven or motorized vehicle.

#### **Excess Provision**

This policy does not cover treatment or service for which benefits are payable or service is available under any other insurance or medical service plan available to the insured person. If such other insurance or plan has a similar provision, this policy shall pay fifty percent (50%) of the benefits otherwise provided.

#### **SUPPLEMENTAL BENEFITS**

**\$25,000 ACCIDENTAL DEATH** - The full benefit is payable for accidental loss of life. Loss must occur within one year from the date of the accident.

#### **\$25,000 ACCIDENTAL DISMEMBER-MENT & LOSS OF SIGHT, HEARING, OR SPEECH** -

Two times the full benefit is payable for accidental loss of both hands, both feet, sight of both eyes, both speech and hearing or any combination thereof. The full benefit amount is payable for accidental loss of one hand, one foot, one eye, speech, or hearing.

**\$25,000 PARALYSIS COVERAGE** - 100% of the benefit is payable for accidental bodily injury which results in permanent, irreversible quadriplegia. 75% of the benefit is payable for bodily injury which results in permanent, irreversible paraplegia. 50% of the benefit is payable for accidental bodily injury which results in permanent, irreversible hemiplegia. 25% of the benefit is payable for paralysis of an arm or leg. Loss must occur within one year from the date of

accident. Written notice must be given within 30 days after a covered loss occurs or begins or as soon as reasonably possible.