

Freewheeler Insurance Policy Basic Questions

Summary based on recollections from meeting with insurance broker attended by Barb Spencer, President and Peter Reitknecht, Vice President
October 10, 2019

Policy: Intact Insurance Company, 700 University Avenue, Suite 1500, Toronto M5G 0A1

Broker: W.B. White Insurance Limited
110 King Street E. Oshawa L1H 7L1
phone: 905-576-640

Contact: Derek Grieves

1. What is the purpose of the policy?
 - To protect 1st parties (member, execs and volunteers) against claims from 3rd parties (public including relatives of members)
 - All past, present and future execs are covered
 - To defend claims from one member (claimant/plaintiff) against another member (defendant). The defendant member is covered by the policy but the claimant/plaintiff member is not.
 - However - claims made after policy is terminated will not be covered even if they originate from events that occurred while policy was in effect. If the club ever dissolves, the insurer should be notified. A reduced time-limited premium may be considered to cover club members for a period of time (i.e. two years).
2. What is the purpose of the waiver?
 - To reduce likelihood that a claim from a member or guest against policy would be successful
 - It was suggested that a waiver is more effective in a defence if it clearly highlights important aspects, example: bold font, portions in a box, or highlighted. Best if waiver is completed at least a day before to prevent the added argument that any claimant had to sign in a rush or under duress. Consider stating "legal name", where name is entered. Best if waiver is completed frequently, instead of only once annually per rider. Annually should be sufficient for members.
3. What are the limits of the policy?
 - Pretty clearly outlined in first 5 or so pages of policy.
 - Includes worldwide protection but the difference in currency value is a consideration (i.e. a claim from the US would be reduced by the amount of exchange on the dollar).
 - Does not address issues outside of actual ride. Therefore, it is important that hosts have adequate household insurance when applicable.
4. What could be implication of incorporating or not incorporating the club?

- No impact on premiums
 - Didn't seem like Insurance Co. cares one way or the other.
5. What variables effect the cost of premiums?
 - Member size will not be an issue however the premium remains the same regardless of the number of members. If membership declines, fees may have to be increased.
 - Limited to non-racing road cycling only.
 6. What is the process for making a claim?
 - Simply use phone number provided in policy.
 7. What is the threshold for requirement to report safety/injury-related incidents to the Insurance Co?
 - Always better to over report than under report.
 - Should document incidents and file securely for at least 3 years.
 8. What actions, or inactions by the club could invalidate the protections provided by the policy?
 - Should be guided by the principle of doing everything a reasonable person would do - i.e., due diligence. We should evaluate our practices regularly with respect to the following to ensure we feel comfortable that we have done enough.
 - o Are club by-laws comprehensive and up-to-date?
 - o Have road and riding safety policies been communicated to the membership?
 - o Have all member and guest rider waivers been completed and provided to the Executive?
 - o Have we undertaken a regular review of wording and highlighting of waiver form?
 - o Have we undertaken a regular review of effective conditions of membership, and documented changes in the signed member form?
 - o Have we considered making available recognized cycling safety training?
 - o Are all members aware of taking appropriate action for members' present and past safety policy violations and awareness of availability of incident report.

Additional Notes:

The policy is an aggregate policy which means that even if there are multiple claims, all claims are covered throughout the term of the policy.

There were some concerns that members who track their performance on apps like Ride with GPS and compare it with other members may be considered to be racing and there would be no coverage. It was the opinion of the Broker that racing would be defined as a sanctioned event where participants pay to participate and times recorded so this type of personal tracking of rides would not be a concern.

If the club ever rents a vehicle for club business or a club-sponsored ride, there is additional coverage available through this policy, although there would likely be insurance included in the rental agreement.