HOCKEY CANADA INSURANCE PROGRAM



ALSO AVAILABLE AT: www.HockeyCanada.ca/Insurance

This insurance coverage is part of a Trust Agreement. The extent of this Trust Agreement cannot be accurately reflected in a booklet the size of "Safety Requires Teamwork".

Therefore, this section contains a general description of the Hockey Canada Insurance Program and its features. If there is a discrepancy between this section and the master policy, then the terms and provisions of the master policies shall take precedence.

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NEGLIGENCE; THE REALITY OF LITIGATION

Everyone realizes that accidents sometimes happen. A little thought will lead to an equally clear conclusion - sometimes an accident could have been avoided by exercising more care. Sometimes "accidents" which lead to injuries were caused by negligence.

Negligence is a legal concept of fault or blameworthiness which, stripped of complicated terminology to its essential components, means that someone failed to do something he or she should have done, or did something that he or she should not have done. The standard of conduct the law expects is that of the reasonable person, having regard to all the factual circumstances of the case.

Where an injured person (the Plaintiff) believes that his or her injuries were caused by the negligence of someone else, he or she has the right to commence a lawsuit claiming an amount of money (damages) from the allegedly negligent person (the Defendant). Damages may be claimed for losses of two types: monetary losses, such as medical expenses, loss of wages, and the costs of care; and non-monetary losses for pain and suffering and loss of enjoyment of life.

In our legal system, the issues raised in lawsuits by the Plaintiff and the Defendant are often decided after a trial by a trial judge or judge and jury. The Plaintiff has an onus of proving both the negligence of the Defendant and the amount of the damages he or she claims on a "balance of probabilities". This means that the Plaintiff must show, through evidence, that it is more likely than not that the Defendant failed to do what was reasonable in all the circumstances of the case, and that the Defendant's unreasonable conduct caused the Plaintiff to suffer harm of some kind.

The amount of damages which a court might award to an injured Plaintiff will vary depending on the severity of the injuries suffered. A very serious, permanent injury which was caused by negligence may legitimately lead to significant damage awards. Even relatively minor injuries, from which the Plaintiff makes a full recovery, may justify an award of thousands of dollars in damages. Damages are not, in the great majority of cases, intended to fine or punish the Defendant. They are only to compensate the Plaintiff.

The litigation process may be slow moving. Cases often take several years or even longer to reach trial. It frequently appears inefficient or cumbersome to those involved in lawsuits. Any lawsuit will cause the parties on both sides a certain amount of anxiety, inconvenience and expense. Involvement in a lawsuit is seldom an experience that is enjoyed by anyone, whether Plaintiff or Defendant.

There are risks of injury in almost every activity. Hockey is a vigorous, physical game played at high speeds, which carries with it obvious inherent hazard risks, both to participants and to spectators. The courts recognize that the standards of reasonable conduct applicable to hockey players

during practices and games are not the same standards which apply on the streets or at social gatherings. However, hockey players are not immune from potential liability for negligence. Deliberate cheap shots and fighting which result in injury to other players may well lead to legal liability. Where it results in physical injuries to another person, unnecessary roughhousing, showing off or fooling around which isn't part of the game might also be criticized by the courts, whether it occurs on the ice, on the bench or in the dressing room. Coaches and others who encourage or condone such actions might also be held responsible for any injury that results. All participants should attempt at all times to ensure that hockey is played cleanly and fairly, that dangerous activities which are not part of the game are avoided, and that everyone treats others with the same care, consideration and respect he or she hopes to receive in return. The reason isn't only to avoid potential lawsuits. Remember, no amount of money, no matter how large, can restore the physical health, remove the scars, or erase the pain of an injured person.

PURPOSE OF THE INSURANCE PROGRAM

The Insurance Program must ensure that adequate financial resources are in place to compensate those who are injured or who have suffered a financial loss as the result of their involvement in hockey. It involves good financial management, so that funds are in place to meet claims obligations when they fall due. It also includes establishing control mechanisms so that only genuine claims are reimbursed.

Insurance is one important method of handling claims, but only when it is practical, possible and cost-effective. Ironically, insurance is not available to cover many hockey-related risk exposures, as many times the desired coverage is simply unaffordable.

Hockey Canada has constructed a National Insurance Program to provide financial resources to help deal with the cost of risks which confront organized hockey.

Hockey is managed primarily by extremely dedicated volunteers. The real purpose of this section is to provide guidance when decisions are being made which may affect the degree of risk assumed by a League or Team.

Every effort has been made to make this section as helpful and comprehensive as possible. If any doubt remains about a specific situation, please consult your Member or the Hockey Canada National Office.

ARE YOU COVERED?

Hockey Canada and each of the Members of which Hockey Canada is comprised is specifically named as an insured, and all sub-associations, leagues and teams which form a part of Hockey Canada. It includes any officer, director, employee, coach, volunteer worker, instructor, referee, or participant of a Committee while acting within the scope of his or her duties. It includes participants of any teams, leagues, Member teams, division teams, national teams or international teams provided all are registered with or affiliated with Hockey Canada. It includes any sponsor of any team or Hockey Canada, but only with respect to his, her or their liability as such; and it includes any owner of any insured team.

Note: A volunteer is a non-paid person donating his or her time and who is assigned specific duties and for whom a premium has been paid.

When are you covered?

- 1. Hockey Canada/Member sanctioned events (league games, tournaments, practices, training camps, sanctioned fundraisers) when playing member teams only!
- 2. Transportation directly to and from the arena or venue.
- 3.Accommodations while billeted or at a hotel during a Hockey Canada/Member sanctioned hockey activity.

FEATURES OF THE INSURANCE PROGRAM

Types of coverage

General Liability

The liability coverage is designed to cover Hockey Canada registered participants for their on and off-ice activities while participating in Hockey Canada sanctioned hockey events.

This coverage responds on behalf of an individual who has paid a premium or had a premium paid on their behalf, and who is named as a defendant in a lawsuit alleging that, that individual was negligent doing whatever it was they were alleged to have done or did not do what they should have done and thereby contributed to the personal injury the claimant incurred.

The Hockey Canada Liability Policy will provide up to \$20,000,000 of coverage with respect to a single liability occurrence, as dictated by the terms and conditions of the policy.

The policy is designed to cover those events your team would typically be involved in. For example, if a Minor Hockey Association were to rent a bus and driver to transport a team to a game or tournament sanctioned by the Member, and if that vehicle was in an accident and a number of players suffered serious injuries and a lawsuit ensued, then the liability coverage placed on that vehicle by the owners, would respond to any claims which might arise, and should that coverage be insufficient to respond to all of the damages awarded, then the Hockey Canada coverage/policy would respond as the secondary carrier to the maximum allowable by the policy.

As identified, the Hockey Canada Liability Coverage is a General Liability Insurance Policy designed to respond on behalf of any of the registered participants in the game including players, coaches, managers, trainers, on and off-ice officials and volunteers.

This Policy is a Personal Injury and Property Damage Policy.

Personal Injury - Example, a player receives a serious injury during a sanctioned game and as a result of that injury, a lawsuit arises. If you, as a coach, are named as one of the defendants in that lawsuit, alleging that you were negligent by "not doing something you should have done" or "doing something you should not have done", then the Hockey Canada Liability Policy would respond on your behalf in defending you in that action from the first dollar.

Property Damage - Example, a team was in its dressing room prior to the start of the game, and while the coach was absent, a number of players started 'horsing-around' which resulted in damage being done to the walls of the dressing room. A claim was made by the facility owner for recovery of costs incurred to repair the damage. If the coach was named as being negligent for not properly supervising the players, then the Hockey Canada policy would defend his interests. It should be pointed out that in the property damage area of the Policy there is a \$5,000 deductible. In addition, it should be noted that there are exclusions within the Policy wherein the Policy would not respond on behalf of any individual where it is shown that the claim has arisen as a result of an intentional act by the defendant.

Accidental Death & Dismemberment (AD&D) - AD&D insurance covers very serious, permanent injuries that might occur while participating in a Hockey Canada/Member sanctioned activity. This coverage is in addition to any other valid and collectable insurance policy.

Eligibility

Class 1 - All participants of registered teams including coaches, trainers, safety people & assistants, referees, league/association executives, Hockey Canada personnel - (administrators, off-ice officials, & other Hockey Canada designated persons under the age of 70.)

Class 2 - All volunteer participants of Hockey Canada. (under the age of 80.)

BENEFITS

When injury results in any one of the following losses within 365 days after the date of the accident, Hockey Canada will compensate:

Table	of	Losses:
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Loss of life	\$ 25,000
Loss of entire sight of both eyes	\$ 50,000
Loss of speech and hearing in both ears	\$ 45,000
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Loss of one foot and the entire sight of one eye	\$ 45,000
Loss of the entire signt of one eye	\$ 35,000
Loss of speech	\$ 30,000
Loss of hearing in both ears	\$ 30,000
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Loss of all toes of one foot	\$ 15,000
Loss of or loss of use of:	
	\$ 45,000
	Loss of life

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Loss of use of both hands\$ 4	5,000
Loss of use of both feet or both legs	5,000
Loss of use of one hand and one foot	5,000
Loss of use of one arm	0,000
Loss of use of one leg	0,000
Loss of use of one foot	0,000
Loss of thumb and index finger of the same hand	5,000

Paralysis

Class I

Quadriplegia (total paralysis of both upper and lower limbs)	\$1,000,000 under 70
Paraplegia (total paralysis of both lower limbs)	\$1,000,000 under 70
Hemiplegia (total paralysis of upper and lower limbs of one side of the body)	\$1,000,000 under 70
Serious brain injury resulting in permanent total disability	\$1.000.000 under 70

Class II

Quadriplegia (total paralysis of both upper and lower limbs)	. \$50,000 under 80
Paraplegia (total paralysis of both lower limbs)	. \$50,000 under 80
Hemiplegia (total paralysis of upper and lower limbs of one side of the body).	. \$50,000 under 80

Other coverages directly related to the AD and D policy and when applicable include:

Emergency travel benefit - \$250 Funeral expense -\$10,000 Eyeglasses and contact lens expense - \$250 Rehabilitation benefit - \$25,000 Home alteration benefit - \$25,000 Repatriation benefit - \$25,000 Tutorial fee benefit - \$5,000

Critical Incidence Stress Counseling:

Off-ice maximum per incident per insured: \$ 2,000

for all insureds: . \$ 10,000

On-ice maximum per incident: \$ 25,000

Hockey Canada Directors & Officers Liability Insurance Program (D&O):

Hockey Canada's D&O Insurance Program covers the directors, officers, staff members, employees, and volunteers of all Minor Hockey Associations, Junior Teams, Senior Teams, Members, and Major Junior Hockey Teams and Leagues for their exposure to legal action(s) and other claims arising from alleged wrongful acts which they are believed to have committed while acting in their hockey related capacities.

When coverage applies, the policy will provide for an insured's defence against the reported claim. If an insured is found liable for damages sustained by a claimant or plaintiff, coverage is provided for such damages subject to the terms and conditions of the applicable policy.

In the event that a director or officer should receive an action or demand letter against him/her the Member Office must be advised immediately so that proper steps can be taken to investigate and defend the case.

Major Medical/Dental Coverage

This insurance augments Provincial, Medical and Hospital plans. It covers players, coaches, trainers/safety people referees and other designated volunteers against accidents which occur during participation in a Hockey Canada/Member sanctioned activity.

This plan is designed to provide coverage for those who might otherwise not be covered by any other group health insurance plan. It can also serve as a supplement to other similar coverage an individual or family may hold, to achieve maximum allowable coverage. It is not applicable as an addition when another plan's coverage meets or exceeds the allowable amount.

Dental: This Dental coverage operates under the same guidelines as the Major Medical coverage.

Accidental Dental Expense Benefit

When accidental injury to whole or sound teeth shall, within 30 days, require treatment, the plan will pay for reasonable expenses actually incurred within 52 weeks after the date of the accident.

Maximum \$1,250 per tooth Up to a \$2,500 maximum

If, due to the age of the covered members, dental development is not sufficient to permit treatment within 52 weeks, a report from the dentist or dental surgeon is required within 90 days of the date of accident, stating pertinent facts as to the damage. On receipt of a satisfactory report, the incurred expenses will be paid, subject to a maximum future treatment limit of \$ 2,500. Capped or crowned teeth shall be deemed as whole or sound.

Accidental Medical Treatment Benefit

When by reason of injury, and within thirty days from the date of the accident, the Insured Person requires medical treatment or incurs expenses for any of the following services, while under the regular care and attendance of a legally qualified physician or surgeon who is not a member of the immediate family of the Insured Person with respect to items 1 to 7:

- 1. Private duty nursing by a licensed graduate nurse (R.N.) who does not ordinarily reside in the Insured Person's home or is not a member of his/her immediate family;
- 2. Ambulance transportation, when such service is provided by a Professional Ambulance Service of the nearest approved hospital which is equipped to provide the required and recommended necesary treatment, ambulance expenses will be reimbursed at 100%:
- 3. Hospital services for which benefits are not provided by any Federal or Provincial Government Hospital Insurance Plan administered by the Province or Territory in which the Insured person normally resides, whether paid or not;
- 4. Rental of a wheelchair, iron lung and other durable equipment for therapeutic treatment, not to exceed the purchase price prevailing at the time rental became necessary;
- 5. Fees of a licensed physiotherapist, athletic therapist, chiropractor or osteopath recommended by a legally qualified physician or surgeon, will be re-imbursed up to \$500 in any one hockey season. No payments will be made to any team personnel who refer players to their clinic for treatment.
- Drugs and medicines purchased by prescription made by a physician or surgeon.
- 7. Miscellaneous expenses such as hearing aids, crutches, splints, casts, trusses and braces, but excluding replacement there of.

Hockey Canada will pay the necessary expenses actually incurred, therefore, by or on behalf of an Insured Person within fifty-two weeks after the date of the accident, not to exceed the amount of \$5,000.00 as a result of any one accident. Any sublimits or co-insurance indicated shall apply.

Hockey Canada shall not be liable for any expense incurred for treatment or services by a legally qualified physician or surgeon.

This policy is subject to and shall not contravene any Federal or Provincial statutory requirement with respect to hospital and/or medical plans, nor shall it duplicate any benefits which are provided under any Federal or Provincial Hospital or Medical Plans, or any other providing a reimbursement expense.

Prosthetic appliance benefit

Will pay all reasonable costs for the purchase of artificial legs, eyes, etc. necessitated by accidental injury.

Maximum \$1,000

Tutorial expense benefit

In the event that an accident confines the covered member to his or her residence or hospital for a period in excess of 40 consecutive school days, within 30 days of the accident, the cost of tutorial expenses of a qualified teacher will be paid to a maximum of \$10/hr.

Maximum \$ 2,000

Emergency taxi and travel expense benefit

This benefit will pay the reasonable expense incurred for a licensed taxi to transport the eligible member to the nearest hospital or a doctor's office, where immediate medical attention is required. In certain circumstances Hockey Canada will consider the reimbursement of fuel for a volunteer who provides the same service due to immediate need of medical attention.

The Travel Expense Benefit will pay the cost of all reasonable travel expenses incurred as a result of an accidental injury. Treatment must begin within 30 days of an accident for coverage to apply.

Maximum \$140 per accident

Note: For the emergency taxi benefit and the travel expense, all bills or receipts must be submitted.

Loss of income benefit

In the event that an accident results in the covered member incurring a loss of earnings in excess of 14 consecutive days we shall provide partial reimbursement for those earnings lost for the next 30 day period. We shall do this based on a \$250 per week/\$1000 maximum per claim limit. This benefit is not intended to reimburse for missed Officiating assignments, or act as a supplement to any other loss of income benefit. Proper documentation of the lost earnings in the form of a Statement of Earnings and Deductions will be required.

Maximum \$250/week, 14 day waiting period Maximum \$1000/claim, 14 day waiting period

Concussion Injuries

Concussion injuries involve many different interventions. Hockey Canada will consider the following coverage related to a concussion which has been diagnosed by a physician:

- 1. Physiotherapy under the current maximum of \$500.00 per year.
- 2. Neuropsychology, which falls under the current physiotherapy maximum per year.
- 3. Tutorial expenses as previously described.

Note that Hockey Canada Insurance does not cover expenses for baseline testing.

Hockey Canada accident insurance benefits do not cover:

- 1. Benefits eligible for payment by an Employee's Private Medical and/or Dental Plan. The plan acts as second "payer" in all cases and can be used for deductibles/coinsurance not paid by the first "payer".
- 2. Any benefits provided or paid by any Government Hospital or Medical Plans, whether or not the injured person is included in such plan. There are no payments for any non-resident who plays hockey in Canada without some form of primary coverage.
- 3. The purchase, repair or replacement of eyeglasses or contact lenses, or prescriptions thereof.
- 4. Sickness or disease either as a cause or effect.
- 5. Injury resulting from war or any act of war, whether declared or undeclared.
- 6. Air travel, except as a fare-paying passenger in an aircraft with a certificate of air worthiness to/from a Hockey Canada sanctioned activity.
- 7. Expenses of dental treatment incurred for the cost of replacement or repair of artificial teeth or dentures, permanent bridgework excepted.

- 8. The expenses of a knee brace or similar device, the use of which is solely to allow an insured person to participate in a game or practice of hockey.
- 9. Any expenses not submitted within 365 days of the date of the accident.
- 10. Any accident report forms not submitted within 90 days of the accident.
- 11. Equipment replacement.

This insurance coverage is part of a Trust Agreement. The extent of this Trust Agreement cannot be accurately reflected in a booklet the size of "Safety Requires Teamwork". Therefore, this booklet contains a general description of the Hockey Canada Insurance Program and its features. If there is a discrepancy between this booklet and the master policy, then the terms and provisions of the master policies shall take precedence. If you wish to view the applicable policy documents, you are entitled to do so and may visit any Member of Hockey Canada at reasonable times for this purpose.

HOW TO MAKE A CLAIM

- **1.SECURE** a Hockey Canada Injury Report Form (page 47) from your team or Minor Hockey Association. In the event that there are none available, contact your local Member office.
- 2.COMPLETE the form in its entirety. Have your team official complete the team section and your doctor/dentist complete the back of the form.
- **3.SUBMIT** the fully completed form to your Member office along with any receipts or invoices within 90 days of the date of accident. Additional receipts may be submitted within 365 days of the date of the accident.

NOTE:

- Only Accident Report Forms received in the Member office within 90 days of the date of accident will be accepted.
- Forms must be completed in their entirety or the forms will be returned.
- Only original receipts and/or invoices are acceptable.
- Hockey Canada is strictly a supplemental insurer. If you have access to any other insurance, you must pursue coverage through them first. Hockey Canada shall cover those costs not covered by your primary insurance, subject to our policy limits.

Available for download at: www.HockeyCanada.ca/Insurance



HOCKEY CANADA INJURY REPORT



See reverse for mailing INJURED PARTICIPANT: ☐ Player ☐ Team Official ☐ Game Official ☐ Spectator Forms must be filled out in full or form will be Birthdate: __/_/ Sex: □ M □ F returned. This form must be completed for each case where an injury is Address: sustained by a player, spectator or any other Province: ____ __ Postal Code: __ _ Phone: (____) City / Town: person at a sanctioned hockey activity Parent / Guardian: Fmail: DIVISION CATEGORY ☐ Initiation ☐ Novice ☐ Atom ☐ Peewee □ AAA □ A □ BB □ CC □ DD □ House ☐ Minor Junior ☐ Adult Rec. ☐ Midget ☐ Juvenile □ AA □ B □ C □ D □ E □ Major Junior □ Senior ☐ Bantam ☐ Junior **BODY PART INJURED** NATURE OF CONDITION □ Concussion □ Laceration □ Fracture ☐ Sprain ☐ Strain ☐ Contusion Head □ Face ☐ Skull Back □ Lower Trunk ☐ Abdomen ☐ Dislocation ☐ Separation ☐ Internal Organ Injury □ Neck □ Upper ☐ Ribs ☐ Chest ☐ Eye Area ☐ Throat ☐ Dental Arm: ☐ Left ☐ Collarbone Leg: ☐ Left ☐ Knee Pelvis **ON-SITE CARE** ☐ Right ☐ Elbow ☐ Hip ☐ Right ☐ Toe ☐ On-Site Care Only ☐ Refused Care ☐ Shoulder ☐ Hand/Finger ☐ Shin ☐ Thigh ☐ Groin ☐ Sent to Hospital by: ☐ Ambulance ☐ Car ☐ Upper arm ☐ Forearm/Wrist ☐ Other ☐ Foot Was the injured player in the correct league and level for their **CAUSE OF INJURY INJURY CONDITIONS** age group?

☐ Yes ☐ No ☐ Hit by Puck Name of arena / location: ☐ Collision with Boards Was this a sanctioned Hockey Canada activity? ☐ Non-Contact Injury ☐ Yes ☐ No ☐ Exhibition/Regular Season ☐ Period #2 ☐ Hit by Stick ☐ Collision on Open Ice ☐ Playoffs/Tournament ☐ Period #3 □ Collision with Opponent ☐ Overtime: ☐ Practice LOCATION ☐ Fall on Ice ☐ Dry Land Training ☐ Try-outs ☐ Offensive Zone ☐ Neutral Zone □ Defensive Zone ☐ Checked from Behind □ Other ☐ Gradual Onset ☐ Behind the Net ☐ 3 ft. from Boards ☐ Spectator Area ☐ Collision with Net ☐ Other Sport ☐ Parking Lot ☐ Dressing Room ☐ Bench ☐ Warm-up ☐ Fight Other: ☐ Period #1 Other: ☐ Blindsiding I hereby authorize any Health Care Facility, **DESCRIBE HOW** WEARING ADDITIONAL Physician, Dentist or other person who has WHEN INJURED INFORMATION ACCIDENT HAPPENED attended or examined me/my child, to furnish Has the player sustained this injury Hockey Canada any and all information with ☐ Full Face Mask respect to any illness or injury, medical history, ☐ Intra-Oral Mouth Guard before? ☐ Yes ☐ No consultation, prescriptions or treatment and copies ☐ Half Face Shield/Visor If "Yes" how long ago of all dental, hospital, and medical records. A photo ☐ Throat Protector Was a penalty called as a result of the static/electronic copy of this authorization shall be ☐ Helmet/No Face Shield considered as effective and valid as the original. Incident? ☐ Yes ☐ No ☐ No Helmet/No Face Shield Estimated absence from hockey? Signed: ☐ Short Gloves (Parent/Guardian if under 18 years of age) ☐ 1 week ☐ 1-3 weeks ☐ 3+ weeks ☐ Long Gloves Date: HEALTH INSURANCE INFORMATION
THIS MUST BE FILLED OUT IN FULL OR FORM PROCESSING WILL BE DELAYED MEMBER TEAM INFORMATION (To be completed by a Team Official) ☐ Employed Part-time ☐ Full-Time Student ☐ Unemployed Association: Employer (If minor, list parent's employer): Team Name: 1. Do you have provincial health coverage? ☐ Yes ☐ No Province: Team Official (Print): 2. Do you have other insurance? $\hfill \square$ Yes $\hfill \square$ No (if "YES", PLEASE SUBMIT CLAIM TO YOUR PRIMARY HEALTH INSURER.) Team Official Position: 3. Has a claim been submitted? ☐ Yes ☐ No (IF "YES", PLEASE FORWARD PRIMARY INSURER EXPLANATIONS OF BENEFITS.) Signature:

Make Claim Payable To: ☐ Injured Person ☐ Parent ☐ Team ☐ Other:

Date:

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HOCKEY CANADA INJURY REPORT



PHYSICIAN'S STAT	EMENT					
Physician:		Ac	ddress:		Tel:	()
Name of Hospital / Clinic:				- Address		
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Prognosis for recovery:						
Did any disease or previous in	njury contribute to the	current injury?	□ No □ Yes (describe):		
Was the claimant hospitalized	i? □ No □ Yes (g	ve hospital name	e, address and date adm	itted):		
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Names and addresses of other	er physicians or surge	ons, if any, who a	ttended claimant:			
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certify that the above inform	ation is correct and t	the best of my	knowledge,			
			Date:			
DENTIST STATEME Limits of coverage: \$1,250 per to reatment must be completed with	oth, \$2,500 per accide		UNIQUE NO. SPEC. PA	TIENT'S OFFICIA	L ACCOUNT NO.	
Patient			Dentist			I HEREBY ASSIGN MY BENEFITS
		27				PAYABLE FROM THIS CLAIM
Last name	Given name					DIRECTLY TO THE NAMED DENTIST AND AUTHORIZE PAYMENT
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