

Ontario Basketball Association

Special Risk Accident Insurance – Coverage Summary and Definitions



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Schedule of Benefits and Sums Insured

Accidental Death & Dismemberment	CAD \$ 20,000	
Accident Reimbursement Expense	CAD \$ 20,000	Deductible: CAD \$ 100
Accident Dental Expenses	CAD \$ 5,000	Deductible: CAD \$ 100
Fracture Indemnity	CAD \$ 10,000	Deductible: CAD \$ Nil
Aggregate Limit of Indemnity	CAD \$ 1,000,000	
Weekly Accident Indemnity No. of weeks payable Waiting period	CAD \$ Not Covered	
Wording Attached	Insuring Agreement and notices –19 pages	

Benefit Amount: \$20,000.

If accidental bodily injury causes the following losses within one year of the date of the accident which are not otherwise excluded, we will pay the following benefits:

ACCIDENTAL DEATH & DISMEMBERMENT

If a covered Injury to the Participant results in any of the following losses within one hundred and eighty (180) days of the date of the Accident causing such Injury, the Insurer will pay the following percentages of the Sum Insured as listed in the Schedule of Benefits for loss of or permanent and total loss of use of:

Life.....	100%	Speech and Hearing.....	200%
Both Hands or Both Feet.....	200%	One (1) Hand or One (1) Foot	100%
Entire Sight of Both Eyes	200%	Speech or Hearing	100%
One (1) Hand and One (1) Foot	133%	Entire Sight of One (1) Eye.....	100%
All Toes in One (1) Foot	66%		
Thumb and Index Finger or at least four (4) Fingers of One (1) Hand	66%		
One (1) Hand or One (1) Foot and the Entire Sight of One (1) Eye	200%		
Total Paralysis (Quadraplegia, Paraplegia or Hemiplegia)	200%		

"Loss" as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint; as used with reference to arm or leg means complete severance through or above the elbow or knee joint; as used with reference to thumb means the complete severance of one (1) entire phalanx of the thumb; as used with reference to finger means the complete severance of two (2) entire phalanges of the finger; as used with reference to toe means the complete severance of one (1) entire phalanx of the big toe and all phalanges of the other toes; as used with reference to eye means the irrecoverable loss of the entire sight thereof.

"Loss" as above used with reference to speech means complete and irrecoverable loss of the ability to utter intelligible sounds; as used with reference to hearing means complete and irrecoverable loss of hearing.

"Loss" as above used with reference to quadriplegia, paraplegia and hemiplegia means the complete and irreversible paralysis of the respective limbs.

"Loss" as above used with reference to loss of use means the total and irrecoverable loss of use, provided the loss is continuous for twelve (12) consecutive months and such loss of use is determined to be permanent at the end of such period.

Indemnity provided under this Section will not be paid under any circumstances for more than one (1) of the losses, the greatest, sustained by any one (1) Participant as the result of any one (1) Accident.

If Loss of Life occurs within ninety (90) days from the date of the Accident, the maximum payable is the Sum Insured.

Additional Benefits

The following benefits are payable in addition to all other benefits payable under the policy.

PERMANENT TOTAL DISABILITY INDEMNITY

When, as the result of Injury and within one hundred and eighty (180) days of the date of the Accident, a Participant is prevented on a Permanent Basis from engaging in at least three (3) of the six (6) Activities of Daily Living, the Insurer will pay in one (1) sum an amount equal to two hundred percent (200%) of the Accidental Death & Dismemberment benefit, less any other amount paid or payable under the Accidental Death & Dismemberment section of this policy as the result of the same Accident. Permanent Basis as used herein means that the inability to engage in at least three (3) out of six (6) Activities of Daily Living continued for a period of twelve (12) consecutive months and is permanent at the end of this period.

ACCIDENT REIMBURSEMENT EXPENSE

Reasonable and Customary Expenses for any of the following services or supplies will be reimbursed by the Insurer up to the amount stated in the Schedule of Benefits, subject to the deductible stated in the Schedule of Benefits, if a Participant receives medical treatment within thirty (30) days from the date of the Accident and is under the regular care and attendance of a Physician:

- (1) Hospital charges for the difference between the public ward allowance under the Participant's Provincial Hospital Plan and the semi-private accommodation charge (private accommodation charge if recommended by a Physician);
- (2) expenses for the services of a Nurse ordered or prescribed by a Physician, provided such Nurse does not ordinarily reside in the Participant's Residence and is not an Immediate Family Member, subject to a maximum of five thousand dollars (\$5,000) per Accident;
- (3) expenses for prescription drugs, sera and vaccines, obtainable only upon a written prescription by a Physician or legally qualified dentist and dispensed by a registered pharmacist or Physician, but excluding any charges made for the administration of injectable drugs, sera and vaccines, subject to a dispensing maximum of a thirty (30) day supply;
- (4) expenses charged for the services of a licensed professional physiotherapist or certified athletic sports therapist ordered or prescribed by a Physician, provided such physiotherapist or sports therapist does not ordinarily reside in the Participant's Residence and is not an Immediate Family Member; up to fifty dollars (\$50) per treatment, subject to a maximum reimbursement of five hundred dollars (\$500) as the result of any one (1) Accident and one thousand dollars (\$1,000) during any one (1) policy term.
- (5) expenses for rental of a wheelchair, an iron lung and other durable equipment for temporary therapeutic treatment, not to exceed the purchase price prevailing at the time rental became necessary, subject to a maximum of five thousand dollars (\$5,000) per Accident;
- (6) expenses for the services of a licensed chiropractor ordered or prescribed by a Physician, provided such chiropractor does not ordinarily reside in the Participant's Residence and is not an

immediate Family Member; up to twenty-five dollars (\$25) per treatment, subject to a maximum reimbursement of two hundred and fifty dollars (\$250) as the result of any one (1) Accident and five hundred dollars (\$500) during any one (1) policy term.

The Reasonable and Customary Expenses must be incurred within one hundred and eighty (180) days after the date of the Accident and the total amount payable is subject to the maximum amount stated in the Schedule of Benefits as the result of any one (1) Accident.

It is understood that should there be non-Canadian residents to be insured under this section, benefits shall only be reimbursed if incurred in Canada.

ACCIDENT DENTAL EXPENSES

When, as a result of injury to whole or sound teeth including filled or restored teeth, a Participant requires and receives dental treatment commencing within thirty (30) days of the date of the Accident the Insurer shall pay for the necessary expenses for such treatment rendered within one hundred and eighty (180) days of the Accident. Payments for all treatment rendered shall be limited to the amount stated in the Schedule of Benefits and any deductible amount indicated in the Schedule of Benefits will apply. The following provisions also apply:

- a) any payments made under this section shall not exceed the amount specified in the schedule of fees in effect at the time of the Accident as published by the dental association of the province in which this policy is issued;
- b) capped or crowned teeth shall be deemed as whole or sound teeth;
- c) no benefit will be payable for expense of dental treatment incurred for the cost of replacement; adjustment or repair of artificial teeth or dentures (except as otherwise provided herein), any orthodontic treatment; any dental treatment provided solely for cosmetic or esthetic reasons.

FRACTURE, DISLOCATION, TENDON SEVERANCE AND MISCELLANEOUS INDEMNITY

When injury results in any of the following fractures, dislocations, severances or miscellaneous conditions within one hundred and eighty (180) days after the date of the Accident, the Insurer will pay up to the Fracture Indemnity maximum stated in the Schedule in accordance with the percentages indicated below but not more than one (1) such indemnity, the largest, will be payable as the result of any one (1) Accident.

For complete fracture (including Greenstick type fracture):

Percentage of Fracture Indemnity

Of the skull (depressed)	100%
Of the skull (not depressed)	33%
Of the spine (one (1) or more vertebrae)	50%
Of the jawbone (mandible or maxilla)	33%
Of the thigh (femur)	33%
Of the pelvis	33%
Of the knee cap	27%

Of the lower leg	25%
Of the shoulder blade	25%
Of the ankle (small bones)	25%
Of the wrist (small bones)	25%
Of the forearm (compound or comminuted)	23%
Of the forearm (not compound)	12%
Of the sacrum or coccyx	17%
Of the sternum	17%
Of the arm, between elbow and shoulder	17%
Of the collarbone	12%
Of the nose	12%
Of two or more ribs	10%
Of one (1) hand (one (1) or more metacarpals)	8%
Of one (1) foot (one (1) or more metatarsals)	8%
Of the facial bones	8%
Of one (1) rib	5%
Of any bone not specified above	3%

For complete dislocation:

Of the hip	42%
Of the knee (with open primary repair)	33%
Of the shoulder (with open reduction)	25%
Of the wrist	17%
Of the ankle	17%
Of the elbow	12%
Of the bones of foot, other than toes	8%

Severance of tendon or tendons:

Heel (Achilles)	22%
Ankle	20%
Foot (not toes)	17%
Elbow	17%
Wrist	12%
Hand (including fingers)	12%

Miscellaneous:

Ruptured kidney (operative)	27%
Ruptured liver (operative)	27%
Ruptured spleen (operative)	27%

Punctured lung-with open surgery	23%
Burns-requiring one (1) or more skin grafts	22%
Knee-injured and requiring surgery (when there is no fracture or dislocation)	22%
Bone operation-injured portion removed (when there is no fracture or dislocation)	20%

WEEKLY ACCIDENT INDEMNITY

When Injury to a Owner or Hired Employee shall commence within one hundred and eighty (180) days after the date of the Accident and wholly and continuously disable and prevent the Owner or Hired Employee from engaging in the major duties of his/her occupation and/or any gainful employment for which he/she is reasonably fitted by training, education and experience, the Insurer will pay the Weekly Indemnity Benefit as stated in the Schedule of Benefits for the period the Owner or Hired Employee shall be so disabled, commencing with the thirtieth (30th) day of such disability but not to exceed the number of consecutive weeks indicated in the Schedule of Benefits as a result of any one (1) Accident to any one (1) Owner or Hired Employee.

The Owner or Hired Employee will not be eligible for indemnity under this benefit provision unless gainfully employed either:

- (a) For an average of at least twenty-five (25) hours per week over the three (3) consecutive months prior to the Injury; or
- (b) For an average of at least twenty-five (25) hours per week over three (3) months commencing twelve (12) months prior to the date of the Accident.

When the Weekly Accident Indemnity in combination with amounts for which the Owner or Hired Employee qualifies to receive under Workers' Compensation or Social Security (including payments to eligible dependants), and any disability, retirement or other income benefits personally provided or provided through his/her employer exceeds one hundred percent (100%) of the salary, the amount which is in excess shall be deducted from the Weekly Indemnity payable hereunder.

REPATRIATION BENEFIT - \$5,000

When injuries covered by this policy result in loss of life of a Participant outside of two hundred (200) KM from their permanent city of Residence and within one hundred and eighty (180) days of the date of the Accident, the Insurer shall pay the actual expenses incurred for preparing the deceased for burial and shipment of the body to the Residence of the deceased but not to exceed the amount of five thousand dollars (\$5,000).

FAMILY TRANSPORTATION - \$5,000

When injuries covered by this policy result in loss of life of a Participant outside of two hundred (200) KM from their permanent city of Residence and within one hundred and eighty (180) days of the date of the Accident and the attending Physician recommends the personal attendance of an Immediate Family Member, the Insurer shall pay the actual expenses incurred by the immediate family member for transportation by the most direct route by a licensed common carrier to the confined Participant but not to exceed the amount of five thousand dollars (\$5,000).

EMERGENCY TRANSPORTATION - \$250

When Injury to a Participant necessitates immediate medical attention, the Insurer will pay the reasonable expense incurred to transport the Participant to and from a Physician's office or nearest Hospital by ambulance or by any conveyance licensed to carry passengers for hire, not to exceed the amount of one hundred dollars (\$100) . When such transportation must be made in a privately-owned motor vehicle, the Insurer will pay the expense incurred at a rate of thirty-five cents (\$.35) per kilometer.

OUT OF PROVINCE EXCESS SURGICAL AND MEDICAL ACCIDENT BENEFITS - \$10,000

If bodily injury is sustained by a Participant outside the province in which he/she is normally domiciled, but inside Canada, and he/she shall within thirty (30) days from the date of an Accident necessitate the services of a licensed Physician, Osteopath or Chiropractor, and incur additional expenses such as surgical operations, Hospital expenses, taking of x-rays, laboratory services or anaesthetist fees, the Insurer will pay for such charges for services outside the province of Residence up to a maximum of ten thousand dollars (\$10,000) excess of the benefits available under any Canadian federal or provincial hospital and/or medical plan regardless of whether or not the Participant is enrolled in such a plan.

PROSTHETIC APPLIANCES - \$3,000

When prescribed by a Physician or surgeon and purchased within one hundred and eighty (180) days of the date of Accident, the Insurer will pay benefits for expenses incurred for artificial limbs and/or eyes up to a maximum of three thousand dollars (\$3,000) for each injury resulting in a loss requiring such an appliance. This does not include repairs, adjustments or replacement of same.

DENTURES, HEARING AIDS AND REMOVABLE TEETH EXPENSE (INJURY ONLY) - \$2,500

If injury requires treatment by Physician or dentist within thirty (30) days of the date of the Accident and results in the breakage of dentures, hearing aids, or a removable artificial tooth or teeth of the Participant, the Insurer shall pay the actual cost of repair or replacement of said dentures, hearing aid or artificial tooth up to a maximum of two thousand five hundred dollars (\$2,500) in respect to all such repairs or replacements during the term of this policy and a deductible of one hundred dollars (\$100) will apply.

EYEGLASS AND CONTACT LENS EXPENSE (RESULTING FROM INJURY) - \$200

If injury requires and the Participant receives treatment by a Physician or dentist

- a) and also results in the breakage of eyeglasses or loss or breakage of a contact lens or lenses of the Participant, the Insurer will pay the actual cost of repair or replacement of the eyeglasses or contact lens or lenses up to a maximum of two hundred dollars (\$200) in respect to all such replacements or repairs during the term of this policy; or
- b) results in the purchase of eyeglasses upon the advice of a Physician when they were not required nor worn previously the Insurer will pay the reasonable and necessary expense thereof up to a maximum of two hundred dollars (\$250).

SPECIAL TREATMENT TRAVEL EXPENSE BENEFIT - \$1,000

If within one hundred and eighty (180) days of the date of the Accident an injury requires special treatment that cannot be obtained in the municipality of the Participant's Residence the Insurer will pay up to a maximum of \$250.00 per Participant per day for travel expense incurred away from home to a maximum of one thousand dollars (\$1,000).

REHABILITATION BENEFIT - \$3,000

If an Accident causes injury to a Participant which requires that the Participant undergo special training in order to be qualified to engage in a special occupation in which he/she would not have engaged except for such injury, the Insurer will pay the reasonable and necessary expense actually incurred by any Participant but shall not exceed the amount of three thousand dollars (\$3,000), nor shall payment be made for any expense incurred more than three (3) years after the date of the Accident, nor shall payment be made for room, board or other ordinary living, travelling or clothing expense.

BABY SITTING - \$500

If a youth Participant requires and receives treatment for an injury by a Physician and is confined to home following an Accident, the Insurer will pay for a babysitter to tend to the youth Participant during normal school hours or during the parent's workday if the parent is unable to do so, subject to an hourly maximum equal to the provincial minimum wage and subject to a maximum of five hundred dollars (\$500).

TUITION BENEFIT - \$2,000

When, after thirty (30) days from the date of the Accident, an injury shall disable totally and confine the Participant to his or her Residence the Insurer shall pay the expense incurred within one hundred and eighty (180) days from the date of the Accident for tutorial services of a qualified teacher holding a current Provincial Ministry of Education Teaching Certificate at a rate not to exceed twenty dollars (\$20.00) per hour. In addition, the Insurer shall pay for rental of necessary equipment and required program software as suggested and approved by the Board of Education in which the Participant is in attendance. All benefits payable under this section are subject to a two thousand dollars (\$2,000) limit.

PART TIME YOUTH WAGE LOSS - \$1,000

A youth Participant actively employed by a business for wages on a part time basis who suffers an injury, is under the regular care of a Physician, and is unable to perform all the duties of the job, the Insurer will reimburse up to seventy-five percent (75%) of the youth member's hourly wage during the disability, to a maximum of one thousand dollars (\$1,000).

When an injured Participant receives benefits under this policy, the Insurer is entitled to repayment of amounts paid, including related expenses, out of the proceeds of any settlement or judgment that such Participant recovers from any responsible party or their insurer.

Aggregate Limit of Indemnity

The Aggregate Limit of Indemnity stated in the Schedule of Benefits and Sums Insured is the limit of indemnity for which the Insurer shall be liable under this policy for all losses arising out of any one (1) Accident. In the event said limit of indemnity is insufficient to pay the full amount of indemnity for each Participant, then the amount payable for each Participant shall be in the proportion that the limit of indemnity for any one (1) Accident bears to the total amount of insurance that would have been payable except for such limit of indemnity.

Section 5. Territorial Limits

This Policy covers the Participant anywhere in Canada.

Section 6. Exclusions

This Policy does not cover losses directly or indirectly caused or contributed to by:

(A) resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense:

1. War, hostilities or warlike operations (whether war be declared or not),
2. Invasion,
3. Act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs,
4. Civil war,
5. Riot,
6. Rebellion,
7. Insurrection,
8. Revolution,
9. Overthrow of the legally constituted government,
10. Civil commotion assuming the proportions of, or amounting to, an uprising,
11. Military or usurped power,
12. Explosions of war weapons,
13. Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined,

14. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not,
15. Terrorist activity.

For the purposes of this exclusion;

- i) Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).
- ii) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- iii) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- iv) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing or suppressing any, or all, of (1) to (15) above.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- B) Injury sustained while in any of the armed forces (land, sea or air) of any country or international authority;
- C) Intentional self-inflicted Injury or attempted suicide;
- D) Being under the influence of alcohol or having taken drugs or narcotics unless prescribed by a legally qualified Physician or surgeon.
- E) Injury occasioned or occurring while the Participant is committing or attempting to commit a criminal act or to which a contributing cause was the Participant being engaged in an illegal occupation or activity;
- F) Pregnancy, childbirth, miscarriage or abortion; G) Sickness or disease of any kind;
- H) Injury as defined in this Policy, arising out of a pre-existing medical or mental condition. However, an Injury, for which the treatment has not been rendered or treatment medically recommended for the past thirty consecutive months shall not be considered a pre-existing condition unless otherwise specifically excluded;
- I) Neuroses, psychoneuroses, psychotherapies, psychoses or mental or emotional disorders of any type;

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- J) Rest cures, sanatorium or custodial care or periods of quarantine or isolation;
 - K) Cosmetic or plastic surgery not necessitated as a result of accidental bodily Injury;
 - L) Dental examinations, X-rays, extractions, fillings and general dental care except as a result of accidental bodily Injury;
 - M) Routine medical examinations; and
 - N) Costs incurred more than one hundred and eighty (180) days after the date of the event giving rise to them.

Definitions

In this Insurance:

1. **INJURY** means identifiable physical Injury which:

a) is caused by an Accident, and

b) solely and independently of any other cause, except Illness directly resulting from, or medical or surgical treatment rendered necessary by such Injury, occasions the death or dismemberment of the Participant and/or medical/Hospital expenses in respect of the Participant within one hundred and eighty (180) days from the date of the Accident.

2. **ACCIDENT** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance

Accident shall also include

a) exposure resulting from unavoidable exposure to the elements if, as a result of such exposure and within one hundred and eighty (180) days after the date of the Accident the Participant suffers a loss for which indemnity would have otherwise been payable hereunder, such loss shall be deemed to be the result of Injury;

b) Disappearance: If the Participant is not found within (12) twelve months of disappearing, and sufficient evidence is produced satisfactory to the Insurer that leads them inevitably to the conclusion that the Participant has sustained Injury and that such Injury has caused the Participant's death, the Insurer shall forthwith pay any death benefit, where applicable, under this Insurance, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Insurer if the Participant is subsequently found to be living.

3. **ACTIVITIES OF DAILY LIVING** means the following daily activities.

Feeding/Eating - Cutting meat, buttering bread, getting food and drink to the mouth using fingers or utensils

Dressing - Dressing oneself, including fastening zips and buttons, getting clothes from wardrobes and drawers

Bathing/Grooming - Turning on taps, getting in and out of bath/shower, washing face/hands etc., drying oneself, combing hair

Toileting/Continence - Moving into and out of the bathroom, getting on and off the toilet unaided, recognizing the need or urge to void bladder and bowel in time to get to the toilet

Mobility/Transfer - Getting into and out of bed, transferring from one place to another e.g. chair to bed, chair to standing, chair to chair

Walking - Moving from one location to another - walking or wheeling or using frame

4. **DEDUCTIBLE** means the amount the Participant must pay before any benefits are payable and is indicated as such in the Schedule of Benefits.

5. **PHYSICIAN** means any practitioner (who is not a Participant or an Immediate Family Member of the Participant) licensed by proper authority to use the term Doctor of Medicine (M.D.) and acting within the scope of his or her license.

6. **NURSING or NURSE** means private duty nursing service furnished in a Hospital or elsewhere by a licensed and registered person who is entitled to use the suffix 'R.N.' after his or her name, provided in any case that such a person is one who does not ordinarily reside in the home of the Participant requiring nursing care and is not an Immediate Family Member.

7. **IMMEDIATE FAMILY MEMBER** includes the Participant, the Participant's spouse, and the children, brothers, sisters and parents of the Participant and of the Participant's spouse.

8. **HOSPITAL** means an institution licensed by proper authority and having facilities for major surgery, and twenty-four (24) hour registered nursing service and full-time attendance of a Physician; and it must not be, other than incidentally, a place of rest, a place for the aged, a place for treatment of drug addiction, a place for alcoholics, or a nursing or convalescent home.

9. **REASONABLE AND CUSTOMARY** means the reasonable and customary fees in the geographic area in which the expense is incurred.

10. **PARTICIPANT** means any person, including Volunteers working on behalf of the Named Insured, who is participating in a sanctioned practice session, game or activity approved by and under the supervision of proper authority of the team, club, organization or the Named Insured and for which coverage has been declared and purchased.

11. **RESIDENCE** means both the dwelling of which a Participant is an occupant and the premises on which it is situated.

12. **OWNER OR HIRED EMPLOYEE** means the business owner and individuals hired for compensation by such owner and designated by the Insured for coverage under this Policy, including individuals hired on a part-time or contractual basis, while acting within their scope of employment by the Named Insured.

Coverage for newly hired employees extends until the thirtieth (30th) day after date of hire or the end of the policy period, whichever is earlier. The additional premium to add the new employee to the Policy must be paid within thirty (30) days after the date of hire.