

**SUTTON**

SPECIAL RISK

GROUP ACCIDENT INSURANCE

FOR

University of British Columbia

Class 6

POLICY NUMBER 056/031981A

***This booklet contains important information and should be kept in a safe place known to you and your family.***

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## SCHEDULE OF BENEFITS

**POLICY NUMBER:** 056/031981A  
**POLICYHOLDER:** University of British Columbia  
**CURRENCY:** All dollar values expressed in this Policy will be payable in Canadian currency

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### CLASSES OF ELIGIBLE PERSONS

Insured Persons under age 90, as classified below:

Class Number	Class Description
6	All athletes, coaches, managers, referees, trainers and other persons who are engaged with the program, including but not limited to contractors and volunteers as approved by the Policyholder

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### BASIC ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT:

Class Number	Principal Sum	Hazard
6	\$10,000	25A & 16B

#### Termination:

Coverage terminates at the earlier of retirement or age 90.

### AGGREGATE LIMIT OF LIABILITY:

Aggregate Limit of Indemnity per any one known accumulation:	\$50,000,000
Aggregate Limit of Indemnity per any one Aircraft accumulation:	\$10,000,000
Aggregate Limit of Indemnity for Non-Scheduled Fixed Wing Aircraft Exposure:	\$1,250,000

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### ADDITIONAL ACCIDENT BENEFITS

Any benefits payable under these Additional Accident Benefits shown below are paid in addition to any other Accidental Death and Dismemberment benefits payable, unless specifically noted otherwise.

Permanent Total Disability Benefit Benefit Amount	Equal to the Principal Sum
Accident Medical Expense Benefit Maximum Benefit Amount	\$10,000 per any one Accident
Accident Dental Expense Benefit Maximum Benefit Amount	\$1,000 per any one Accident
Repatriation Benefit Maximum Benefit Amount	Benefit payable on an expense incurred basis \$15,000
Identification Benefit Maximum Benefit Amount	Benefit payable on an expense incurred basis \$15,000

Rehabilitation Benefit Maximum Benefit Amount	Benefit payable on an expense incurred basis \$15,000
Rehabilitative Physical Therapy Benefit Maximum Benefit Amount	Benefit payable on an expense incurred basis \$10,000
Funeral Benefit Maximum Benefit Amount	Benefit payable on an expense incurred basis \$5,000
Bereavement Benefit Maximum Number of Sessions Maximum Benefit Amount	6 sessions \$1,500
Spousal Retraining Benefit Maximum Benefit Amount	Benefit payable on an expense incurred basis \$15,000
Special Education Benefit  Benefit Amount Maximum Benefit Amount Maximum Number of Annual Payments for Each Surviving Dependent Child	The actual cost charged by any accredited college, university or other institution of higher learning up to: 5% of Principal Sum \$10,000 per year 4
Day Care Benefit Benefit Amount Maximum Benefit Amount Maximum Number of Annual Payments for Each Surviving Dependent Child	The actual cost charged by any accredited day care centre up to: 5% of Principal Sum \$5,000 per year 4
Family Transportation Benefit Maximum Benefit Amount	Benefit payable on an expense incurred basis \$15,000
Home Alteration and Vehicle Modification Benefit Maximum Benefit Amount	Benefit payable on an expense incurred basis  \$15,000 or 10% of the Insured Person's Principal Sum to a maximum of \$25,000, whichever is greater.
Critical Disease Benefit Benefit Amount Maximum Benefit Amount	10% of the Principal Sum \$5,000
Seat Belt Benefit	10% of benefit payable
Parental Care Benefit Benefit Amount Maximum Benefit Amount	10% of the Principal Sum \$10,000
Medical Evacuation and Repatriation Benefit Maximum Benefit Amount	Benefit payable on an expense incurred basis An overall maximum of \$100,000 per Insured Person
Fracture Schedule Benefit Maximum Benefit Amount	Benefit payable on an expense incurred basis \$300 per any one Accident
Dentures, Removable Teeth and Hearing Aids Benefit Maximum Benefit Amount	Benefit payable on an expense incurred basis \$2,500

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**ADDITIONAL LIMITATION(S) AND/OR EXCLUSION(S)**

In addition to the exclusions shown under the Exclusion section(s) of this Policy, the following limitation(s) and/or exclusion(s) also apply to coverage provided under this Policy.

**Alcohol Exclusion**

This Insurance does not cover any claim arising out of bodily injury caused or contributed to by alcohol abuse or addiction or being under the influence of alcohol as defined by the vehicle code of the state or province in which the Accident occurred.

## DEFINITIONS

For the purposes of this Policy, certain words with specific meanings are capitalized throughout the document. The definition of any word, if not defined in the text where it is used, may be found in the Schedule of Benefits or in this Definitions Section.

**ACCIDENT** means a single sudden, unexpected event that results in bodily Injury to the Insured Person at the time the event occurs, arises from an external source to the Insured Person and occurs at an identifiable time and place.

**ACTIVELY AT WORK** means the Insured Person is present at his or her usual place of employment with the Policyholder, or is at another location as assigned or directed by the Policyholder, and is mentally and physically capable of performing the regular duties of the job for which he or she is employed. On any day that is not an Insured Person's regularly scheduled work day (vacation, personal days, and weekends or holidays) the Insured Person will be considered Actively at Work on such day provided he or she is not absent due to any type of leave and was Actively at Work on his or her last regularly scheduled work day. An Insured Person who usually performs the regular duties of his or her job at their home is considered Actively at Work if they meet all the above requirements and could work at the Policyholder's usual place of employment if required to do so.

**ACTIVE SERVICE** means an Insured Person is either 1) Actively at Work performing all regular duties on a full time basis either at his or her Employer's place of business or someplace the Employer requires him or her to be; or 2) if not employed, able to engage in substantially all of the usual activities of a person in good health of like age and sex and not confined in a Hospital or rehabilitation or rest facility.

**CONVEYANCE** means any motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority with competent jurisdiction.

**COVERED ACCIDENT** means an Accident that occurs while coverage is in force for an Insured Person and results in a Covered Loss or Injury for which benefits are payable.

**COVERED ACTIVITY** means any activity indicated in the Schedule of Benefits and insured under the Policy.

**COVERED EXPENSES** means expenses actually incurred by or on behalf of an Insured Person for treatment, services and supplies covered by this Policy. Coverage under the Policyholder's Policy must remain continuously in force from the date of the Covered Accident until the date treatment, services or supplies are received for them to be a Covered Expense. A Covered Expense is deemed to be incurred on the date such treatment, service or supply, that gave rise to the expense or the charge, was rendered or obtained.

**COVERED LOSS or COVERED LOSSES** means an Injury occurring or Sickness which first manifests itself during the policy period for which an Insured Person is covered under this Policy.

**DEPENDENT** means an Insured Person's:

1. lawful Spouse under age 90 or a partner of the same or opposite sex under age 90, who immediately prior to the loss has been residing with the Insured Person for at least one year, and who has been publicly represented as the partner of the Insured Person during such period;
2. unmarried Child(ren) under age 21;
3. unmarried Child(ren) at least 21 years of age but less than age 26 who are:
  - (a) not regularly employed on a full-time basis; and
  - (b) primarily dependent upon the Insured for support and maintenance; and
  - (c) enrolled as a full-time student at an accredited college, university or other institution of higher learning or a vocational or licensed technical school.

The age limitations will not apply to an Insured Person's unmarried Child who is incapable of self-support due to a mental disability or physical handicap. Proof of such incapacity must be furnished to Us immediately upon enrollment or within 31 days of the Child reaching the age limitation. Thereafter proof will be required whenever reasonably necessary, but not more often than once a year after the 2-year period following the age limitation.

The term "Child" as used herein means the Insured Person's natural child, legally adopted child, or child placed in the Insured Person's home for purposes of adoption, foster child, stepchild, or other child for whom the Insured Person has legal guardianship (proof will be required). A child must reside with the Insured Person in a parent-child relationship and be eligible to be claimed as an exemption on the Insured Person's federal income tax return. NOTE: In the event the Insured Person shares physical custody of the child with another parent, the requirement that the child reside with the Insured Person will be waived.

**EMPLOYEE** means for eligibility purposes, an Employee, of the Employer, who is in one of the Classes of Eligible Persons.

**EMPLOYER** means the Policyholder and any affiliates, subsidiaries or divisions shown in this Policy and which are covered under this Policy on the date of issue or subsequently agreed to by Us.

**HOSPITAL** means an institution that:

- 1) operates as a Hospital pursuant to law for the care, treatment and providing in-patient services for sick or injured persons; is a duly licensed institution, operated lawfully in its area;
- 2) provides 24-hour nursing service by registered nurses on duty or call;
- 3) has a staff of one or more licensed Physicians available at all times;
- 4) provides organized facilities for diagnosis, treatment and surgery, either
  - a) on its premises; or
  - b) in facilities available to it, on a pre-arranged basis;
- 5) is not primarily a nursing care facility, rest home, convalescent home or similar establishment, or any separate ward, wing or section of a Hospital used as such; and
- 6) is not a facility for the treatment of drug addiction, alcoholism, treatment of the aged.

We will not deny a claim for services rendered in a hospital having one or more of the following accreditations solely because the Hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for the treatment of a physical disability:

- 1) the Joint commission of Accreditation of Hospitals; or
- 2) the American Osteopathic Association; or
- 3) the Commission on the Accreditation of Rehabilitative Facilities.

**HOSPITAL CONFINED OR CONFINEMENT** means any period for which a charge for room and board is made by a Hospital; or any period during which an Insured Person incurs Covered Medical Expenses as a result of emergency care within 72 hours following an accidental bodily injury; or any period during which an Insured Person incurs Covered Medical Expenses as a result of surgery performed at a Hospital on an out-patient basis.

**HOSPITAL STAY** means a stay of 24 or more consecutive hours as a registered resident bed-patient in a Hospital.

**IMMEDIATE FAMILY MEMBER** means the Insured Person, the Insured Person's spouse, and the parents, child(ren) (includes legally adopted or step child(ren)), brothers or sisters of the Insured Person and of the Insured Person's spouse.

**INJURY** means bodily Injury caused by the direct result of an Accident occurring while the Policy is in force as to the Insured Person whose Injury is the basis of the claim which results directly and independently of all other causes in a Covered Loss.

**INSTITUTION OF HIGHER LEARNING** means an accredited institute, college, university, CEGEP or trade school.

**INSURED PERSON** means an eligible person who is within the covered class(es) listed in the Policy and for whom the required premium is paid when due.

**OCCURENCE** means all losses or damages that are attributable directly or indirectly to one cause or one series of similar causes. All such losses will be added together and the total amount of such losses will be treated as one occurrence without regard to the period of time or the area over which such losses occur.

**PHYSICIAN** means a person who is a qualified doctor of medicine. As such, he or she must be acting within the scope of his or her license under the laws in the jurisdiction in which he or she practices and providing only those medical services which are within the scope of his or her license or certificate. It does not include an Insured Person or an Insured Person's spouse, son, daughter, father, mother, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law (all of the previous include natural, adopted and step relationships), grandson, granddaughter, grandfather or grandmother or other relative.

**PLAN YEAR** means the twelve (12) consecutive month period defined for the Policyholder for which the coverage is in force, from the effective date or an anniversary of the Policy.

**TRIP** means travel by air, land, or sea.

**USUAL (REASONABLE) AND CUSTOMARY CHARGES** means the amount standardly charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.

**WE, OUR, US** means the Insurer providing this insurance or its authorized representative Sutton Special Risk Inc.



## **ELIGIBILITY FOR INSURANCE**

If the Insured Person is in one of the Classes of Eligible Persons shown on the Policy Schedule of Benefits, he or she is eligible to be covered on the Policy Effective Date; or on the date he or she completes the Eligibility Waiting Period, if applicable and if later. We retain the right to: investigate eligibility status; and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

## **INSURED PERSON'S EFFECTIVE DATE**

An Insured Person's coverage under this Policy begins on the later of:

- 1) the Policy Effective Date;
- 2) the first day of the Plan Year;
- 3) the date such Insured Person becomes eligible, subject to any required waiting period; as described in the Schedule of Benefits.

An Insured Person must be Actively at Work as of his or her effective date of coverage. If on the date coverage under this Policy would otherwise take effect, the Insured Person is not Actively at Work, his or her effective date of coverage will be deferred until the day the Insured Person returns to work.

### **Deferred Effective Date**

If the Insured Person is not Actively at Work on the date coverage would otherwise be effective, Coverage will be effective on the date he or she returns to an Actively at Work status.

## **INSURED PERSON'S TERMINATION DATE**

An Insured Person's coverage under this Policy ends on the earliest of:

- 1) The date this Policy terminates or insurance for a Class of Eligible Person's is terminated;
- 2) The date the Insured Person enters full-time active duty in the armed forces of any country or international authority;
- 3) The date the Insured Person ceases to be eligible as described in this Policy provided all required premiums are paid;
- 4) The last day of the last period for which premiums have been paid;
- 5) The date the Insured Person is no longer Actively at Work, provided all required premiums are paid, unless otherwise provided in this Policy;
- 6) The next premium due date after the date the Employee is no longer in a Class of Eligible Persons or satisfies the eligibility requirements under this Policy; or
- 7) The next premium due date after the Employee attains the maximum Age for insurance under this Policy, as shown in the Schedule of Benefits.

## **ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS**

### **SCOPE OF COVERAGE**

The Insurer hereby agrees with the Policyholder, to the extent and in the manner hereinafter provided, that if at any time during the Period of this Insurance an Insured Person shall sustain any bodily injury caused by an Accident, which shall solely and independently of any other cause within twelve calendar months from the date of the Accident causing such Injury occasion his/her death or disablement as hereinafter defined, the Insurer will pay to the Insured Person, or to the Insured Person's Beneficiaries, Executors or Administrators, according to the Schedule of Benefits attached provided such injuries are sustained by an Insured Person under the circumstances and in the manner described in the Hazard outlined in this Policy, which is applicable to such person.

### **AIR TRAVEL**

Insurance provided under this Policy includes bodily Injury sustained by an Insured Person while riding as a passenger in, alighting from, or boarding (but not while operating, learning to operate or serving as a member of a crew of) ANY AIRCRAFT having a valid airworthiness certificate from the governmental authority having jurisdiction over private aircraft in the country of its registry and flown by a licensed pilot, excluding while crop dusting, crop spraying, seeding, sky-writing, racing, testing, exploration or any other purpose except transportation.

### **EXPOSURE**

If, while insured under this Policy, the Insured Person is unavoidably exposed to the elements because of a Covered Accident and if, as a result of such exposure and within 365 days of the Accident, the Insured Person sustains a loss for which benefits are otherwise payable hereunder, such loss will be covered under this Policy.

### **DISAPPEARANCE**

If while insured under this Policy, the Insured Person disappears and his/her body is not found within one year after his/her disappearance and sufficient evidence is produced satisfactorily to the Insurer that leads it inevitably to the conclusion that he/she sustained accidental bodily injury and that such injury caused his/her death, the Insurer shall forthwith pay the Principal Sum 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 Insured Person is subsequently found to be living.

### **AGGREGATE LIMIT OF LIABILITY**

The maximum amount the Insurer will pay for all Covered Losses resulting from the same Covered Accident will not exceed the Aggregate Limit of Liability as described in the Schedule of Benefits.

If the total amount payable for all Covered Losses in any one Accident exceeds the Aggregate Limit of Liability, each Insured Person's Covered Loss will be paid at the same ratio that the Aggregate Limit of Liability has to the total amount of all Covered Losses. The Insurer shall not be liable for amounts in excess of the Aggregate Limit of Liability.

## **ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS**

### **HAZARD 25A**

The Hazards described in this Hazard 25A apply only to those Insured Persons who are within a class to which this Hazard applies as stated in the Schedule of Benefits.

#### **DESCRIPTION OF HAZARD**

Such insurance as is afforded to an Insured Person to which this Hazard 25A applies, shall apply only to Injury, as defined in this Policy, sustained by such Insured Person while participating in a practice or competition or other sanctioned activities, which are organized under the supervision and direction of the Policyholder. Coverage also includes travel to and from by the most direct route.

### **HAZARD 16B**

#### **PASSENGER-COMPANY OWNED, LEASED OR CHARTERED FIXED-WING AIRCRAFT**

The Hazards described in this Hazard 16B apply only to those Insured Persons who are within a class to which this Special Hazard applies as stated in the Schedule of Benefits.

#### **DESCRIPTION OF HAZARD**

Such insurance as is afforded to an Insured Person to which this Hazard 16B applies, shall apply only to Injury, as defined in this Policy, sustained by such person while riding as a passenger in, alighting from, or boarding (but not while operating, learning to operate or serving as a member of the crew) of any owned, leased or chartered fixed-wing aircraft by the Policyholder, for the purpose of passenger transportation only.

## ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS

The following provisions explain the Accidental Death & Dismemberment Benefits available under the Policy. All benefits payable are shown in the Schedule of Benefits.

### ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT

#### Schedule of Covered Losses

If Injury sustained by an Insured Person results in any of the following losses within 365 days of the date of Accident, the Insurer will pay the Percentage of the Principal Sum set opposite such loss. If more than one of the following losses is sustained by an Insured Person as the result of one Accident, the total amount payable in respect of such losses shall not exceed the Principal Sum or in the case of paralysis benefits shall not exceed 200% of the Principal Sum.

The Principal Sum is the amount of Principal Sum applicable to the Insured Person as determined in accordance with the Schedule of Benefits.

**Loss of:**

**Benefit:**  
(Percentage of Principal Sum)

Life	100%
Both Arms	100%
Both Legs	100%
Both Hands	100%
Both Feet	100%
Entire Sight of Both Eyes	100%
One Hand and One Foot	100%
Either Hand or Foot and Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
One Arm	75%
One Leg	75%
One Hand	67%
One Foot	67%
Sight of One Eye	67%
Speech	67%
Hearing (in Both Ears)	67%
Hearing (in One Ear)	25%
Thumb and Index Finger of Either Hand	33%
Four Fingers of Any One Hand	33%
All Toes on Any One Foot	25%
Quadriplegia	200%
Paraplegia	200%
Hemiplegia	200%
Brain Death	100%
Use of Both Arms	100%
Use of Both Legs	100%
Use of Both Hands	100%
Use of Both Feet	100%
Use of One Hand and One Foot	100%
Use of Either Hand or Foot and Entire Sight of One Eye	100%
Use of One Arm	75%
Use of One Leg	75%
Use of One Hand	67%

Use of One Foot	67%
Use of Thumb and Index Finger of Either Hand	33%
Use of Four Fingers of Any One Hand	33%

“Loss of a Hand or Foot” means complete severance through or above the wrist or ankle joint. “Loss of Sight” means total and permanent loss of sight that is irrecoverable, including by surgical and artificial means. “Loss of Speech” means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. “Loss of Hearing” means permanent total deafness in both ears such that it cannot be corrected by any aid or device. “Loss of Thumb and Fingers of Any One Hand” means complete severance of each through or above the metacarpophalangeal joint of both digits of the same hand. “Loss of Toes of Any One Foot” means the complete severance through the metatarsophalangeal joint. Severance means the complete separation and dismemberment of the part from the body.

“Paralysis” means total loss of use.

“Hemiplegia” means total Paralysis of the upper and lower limbs on one side of the body.

“Paraplegia” means total Paralysis of both lower limbs.

“Quadriplegia” means total Paralysis of both upper and lower limbs.

“Loss of Use” means loss of functional, normal, or characteristic use or paralysis of the entire arm or leg, hand and or foot, including but not limited to Quadriplegia, Paraplegia or Hemiplegia; which continues without interruption for a period of 12 consecutive months and at the end of such period is determined by a Physician to be continuous, permanent and irrecoverable. The final determination as to whether a “Loss of Use” is permanent and irrecoverable will be made through use of the most current edition of the “Guides to the Evaluation of Permanent Impairment” published by the American Medical Association. (In the event the referenced guide ceases to be published, We will select another appropriate measurement of impairment values.) The determination must be made by a Physician. We have a right, at Our own expense, to have the determination verified by a Physician of Our choice.

The term “loss” with reference to Brain Death means irreversible unconsciousness with total loss of brain function and complete absence of electrical activity of the brain, even though the heart is still beating.

## ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS

### PERMANENT TOTAL DISABILITY BENEFIT

If as the result of an Injury the Insured Person is wholly and continuously disabled and prevented from performing the major duties pertaining to his or her occupation or profession, for a period of 52 consecutive weeks, and such period commences within 365 days after the date of the accident causing such injury; and

- (a) at the expiration of such 52 week period, the Insured Person is **permanently disabled**, as defined herein, or
- (b) in the event coverage under this Policy is extended to provide Weekly Accident Indemnity, if, at the later of:
  - (i) the expiration of the number of weeks payable stated in the Schedule of Benefits, or
  - (ii) 52 weeks,

the Insured Person is **permanently disabled**, as defined herein,

the Insurer shall pay the Benefit stated in the Schedule of Benefits as applicable to such person and this Benefit.

The term "**permanently disabled**" as used herein shall mean that the Insured Person is wholly and permanently disabled and prevented for the remainder of his or her life, from engaging in any and every occupation, profession, or employment for compensation for which he or she is reasonably or may reasonably become qualified by education, training or experience.

If as a result of such injury, insurance is afforded such person both under this Benefit and under a Benefit provided in the Accidental Death & Dismemberment Benefit, the total limit of the Insurer's liability to such person with respect to both such Benefits shall be the Insurer's liability under the one such Benefit which affords the larger payment for such Injury.

### REFEREE AGREEMENTS

- (1) Any claim made under this Policy for the Permanent Total Disability benefit is subject to the approval of two independent referees, to be mutually agreed upon by the Insured and the Insurer. One shall be an independent legally qualified physician or surgeon and one shall be an independent expert of recognized standing in the occupation of the Insured Person. The referees shall decide whether the Insured Person is permanently and totally disabled as defined in this insurance. The decision of the two referees will be binding upon all the parties.
- (2) In the event the two referees fail to agree, then they will appoint an umpire whose decision will be final and binding upon all parties.

## **ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS**

### **ACCIDENT MEDICAL EXPENSE BENEFIT**

If as the result of an Injury the Insured Person incurs expenses beginning within thirty days after the Accident date for treatment by a legally qualified Physician, the Insurer will pay the expenses incurred, but not exceeding the usual, customary and prevailing charges in the geographic area concerned for necessary:

- a) Physician, surgeon or anaesthetist fees;
- b) care or services from a Hospital including x-rays and medicines;
- c) services from a registered graduate nurse (R.N. or L.P.N.) not related to the Insured Person by blood or marriage;
- d) professional ambulance service;
- e) services of a qualified physiotherapist, osteopath, chiropractor or podiatrist to a maximum of \$500 any one Accident and any one policy year;
- f) rental of a wheel chair or other approved durable equipment for temporary therapeutic treatment, but not to exceed the purchase price prevailing at the time such rental became necessary;
- g) purchase of hearing aids, crutches, trusses, braces, casts and splints, but not including the cost of replacement thereof;
- h) orthopaedic appliances; or
- i) drugs or medicines prescribed in writing by a legally qualified Physician,

received by the Insured Person within the fifty-two week period immediately following the date of the Accident, but not to exceed, in the aggregate, the maximum amount shown in the Schedule of Benefits for any one Accident.

Subject to the Conditions, Limitations and Exclusions of this Policy, it is agreed that all Insured Persons must be covered under a Provincial Government Health Insurance Plan or equivalent health coverage with a private health insurer to be eligible for this Benefit, and the Insurer's Liability in respect of benefits or expenses payable under this Benefit shall be in excess of benefits available to the Insured Person as "Insured Services" under any Legislative Act of a Canadian Province or Territory respecting insurance of resident thereof against the cost of hospital or medical services, but only to the extent such excess costs are permitted to be paid by law.

Benefits under the Accident Medical Expense Benefit of this Policy are reduced by any amount paid or payable under any other policy providing similar reimbursement expense benefits.

## **ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS**

### **ACCIDENT DENTAL EXPENSE BENEFIT**

If as a result of such Injury:

- (a) the Insured Person incurs expenses for accidental Injury to whole or sound teeth, including capped or crowned teeth and bridgework; and
- (b) requires treatment within 30 days and is incurred within 52 weeks of the date of the Accident, which is payable by the Insured Person, or the parent or guardian of the Insured Person, up to a maximum of the fee specified in the current Dental Fee Guide in the province in which the work is performed; except that for expenses incurred outside Canada, the maximum will be based on the current Ontario Dental Association Fee Guide.

If, due to the age of the Insured Person, dental development is not sufficient to permit completion of treatment within 52 weeks from the date of the Accident, a report will be required from the attending dentist within 90 days of the date of the Accident, setting forth pertinent facts as to the damage and the reasons precluding completion of the required treatment. Upon receipt of a satisfactory report and the completion of such treatment, the Insurer will pay the necessary dental expenses subject however to the limits set out below.

- (c) Provided always that if the Insured Person shall be entitled under any other contract to payment in whole or in part of such fees and charges, then this Insurer shall be liable only for the excess of such fees and charges, not exceeding in any event the maximum amount shown in the Schedule of Benefits for any one Accident.

Benefits under the Accident Dental Expense Benefit of this Policy are reduced by any amount paid or payable under any other policy providing similar reimbursement expense benefits.



## **ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS**

### **REPATRIATION BENEFIT**

If injury sustained by an Insured Person shall result in a claim being paid for Accidental Death and such injuries occurred more than 50 kilometers from the Insured Person's place of residence, in addition, the Insurer will pay all customary and reasonable expenses incurred for preparation of the Insured Person for burial or cremation and transportation of the Insured Person from the place of the accident to the Insured Person's place of residence, up to the maximum shown in the Schedule of Benefits.

In the event an Insured Person is covered by two or more Policies issued by the Insurer, the Insurer's aggregate liability for loss sustained by such Insured Person shall not be cumulative and shall in no event exceed the largest amount available under any one of the Policies.

### **IDENTIFICATION BENEFIT**

In the event an Insured Person dies away from home as the result of an accident, the Insurer will pay up to the maximum shown in the Schedule of Benefits, for lodging and board for a member of the immediate family or authorized representative while enroute and/or during the stay in the city or town where the Insured Person's body is located for the purpose of identifying his body, including transportation by the most direct route by a licensed common carrier to and from such location.

If transportation occurs in a vehicle other than by a licensed common carrier, then reimbursement of transportation expenses will be limited to a maximum of \$0.25 per kilometre travelled.

Payment will be made if, as the result of an accident, the Insured Person suffers loss of life at least 50 kilometres away from his or her principal city of residence.

In the event an Insured Person is covered by two or more Policies issued by the Insurer, the Insurer's aggregate liability for loss sustained by such Insured Person shall not be cumulative and shall in no event exceed the largest amount available under any one of the Policies.

## ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS

### REHABILITATION BENEFIT

If injury sustained by an Insured Person shall result in a claim being paid other than for Accidental Death, in addition, the Insurer will pay:

The reasonable and necessary expenses actually incurred up to the maximum shown in the Schedule of Benefits for special training of the Insured Person provided:

1. such training is required because of such Injury and in order for the Insured Person to be qualified to engage in an occupation in which he or she would not have been engaged except for such Injury,
2. expenses are incurred within three years from the date of the Accident; and,
3. no payment will be made for room or board or other ordinary living, travelling, or clothing expenses.

In the event an Insured Person is covered by two or more Policies issued by the Insurer, the Insurer's aggregate liability for loss sustained by such Insured Person shall not be cumulative and shall in no event exceed the largest amount available under any one of the Policies.

### REHABILITATIVE PHYSICAL THERAPY BENEFIT

In the event the Insurer makes a payment to an Insured Person making a claim under the Accidental Death & Dismemberment Benefit other than for Loss of Life, the Insurer will pay, in addition:

The reasonable and necessary expenses actually incurred up to the maximum shown in the Schedule of Benefits for Rehabilitative Physical Therapy of the Insured Person provided:

1. such Rehabilitative Physical Therapy is prescribed and recommended by the attending Physician;
2. expenses are incurred within three (3) years from the date of the accident; and
3. no payment will be made for room or board or other ordinary living, travelling, or clothing expenses.

**“Rehabilitative Physical Therapy”** means treatment or treatments through exercises and/or equipment specially designed to facilitate the process of recovery from accidental injury to as normal a condition as possible. Surgical intervention is specifically excluded.

In the event an Insured Person is covered by two or more Policies issued by the Insurer, the Insurer's aggregate liability for loss sustained by such Insured Person shall not be cumulative and shall in no event exceed the largest amount available under any one of the Policies.

## **ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS**

### **FUNERAL BENEFIT**

In the event the Insured Person accidentally dies away from home, the Insurer will pay up to the maximum shown in the Schedule of Benefits, for the services and/or materials provided by a mortician, undertaker, crematorium or funeral home, related to the burial or cremation of a deceased Insured Person and charges for the purchase of a burial plot, gravesite or mausoleum for the interment of the remains thereof, including any markers or monuments. Payment will be made if, as a result of an accident, the expenses are actually incurred at the time of the Insured Person's death, less any charges for preparation of the remains for travel which are reimbursed under the Repatriation Benefit.

In the event an Insured Person is covered by two or more Policies issued by the Insurer, the Insurer's aggregate liability for loss sustained by such Insured Person shall not be cumulative and shall in no event exceed the largest amount available under any one of the Policies.

### **BEREAVEMENT BENEFIT**

If an Injury results in the Loss of Life of an Insured Person, the Insurer will pay the reasonable and necessary expenses actually incurred by the Spouse and Dependent Children of the Insured Person for up to six (6) sessions of grief counselling, by a Professional Counsellor, up to the maximum shown in the Schedule of Benefits.

### **SPOUSAL RETRAINING BENEFIT**

In the event accidental Loss of Life is sustained by an Insured Employee, and indemnity for such loss shall become payable within the terms of this insurance, the Insurer will pay the reasonable and necessary expenses actually incurred within three years from the date of such Accident by the Spouse of the Insured Employee who engages in a formal occupational training program in order to become specifically qualified for active employment in an occupation for which he/she would not otherwise have sufficient qualifications. The aggregate amount for all such expenses shall not exceed the maximum shown in the Schedule of Benefits. Payment shall not be made for room, board, or other ordinary living, travelling or clothing expenses.

In order to qualify for such benefits, the Spouse of the Insured Employee shall:

1. not be employed in a full time occupation on the date of such Accident;
2. enroll as a full-time student in a school of higher education or vocational training for the purpose of preparing for full-time employment.

In the event an Insured Person is covered by two or more Policies issued by the Insurer, the Insurer's Aggregate Liability for loss sustained by such Insured Person shall not be cumulative and shall in no event exceed the largest amount available under any one of the Policies.

## **ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS**

### **SPECIAL EDUCATION BENEFIT**

If an Insured Person loses his (her) life in an Accident while this Policy is in force, the Insurer will pay, in addition to all other benefits, 5% of the Principal Sum, up to the maximum shown in the Schedule of Benefits, on behalf of any Dependent Child who, on the date of Accident, was enrolled as a full time student in any Institution of higher learning beyond the Secondary School level, or, was at the Secondary School level and subsequently enrolls as a full time student in an Institution of higher learning within 365 days following the said Accident.

The Benefit is payable annually for a maximum of four consecutive payments but only if the Dependent Child continues his/her education.

If at the time of Loss of Life, the Insured Person has Dependent Children not eligible for the Special Education Benefit, the Insurer will pay an additional benefit of \$2,500 to the beneficiary.

In the event an Insured Person is covered by two or more Policies issued by the Insurer, the Insurer's Aggregate Liability for loss sustained by such Insured Person shall not be cumulative and shall in no event exceed the largest amount available under any one of the Policies.

### **DAY CARE BENEFIT**

If indemnity becomes payable under this Policy for accidental loss of life of an Insured Person, the Insurer will pay an amount equal to the lesser of the following amounts:

1. The actual cost charged by such Day Care centre per year, or
2. 5% of the Insured Person's Principal Sum, or
3. The maximum amount shown in the Schedule of Benefits per year,

on behalf of any Child who was an Insured Person's Dependent at the time of such loss and is under age 13 and is currently enrolled or subsequently enrolled in an accredited Day Care centre within 365 days following such loss.

The Benefit is payable annually for a maximum of four consecutive payments but only if the Dependent Child continues his or her enrolment in an accredited Day Care centre.

If at the time of Loss of Life, the Insured Person has Dependent Children not eligible for the Day Care Benefit, the Insurer will pay an additional benefit of \$2,500 to the beneficiary.

In the event an Insured Person is covered by two or more Policies issued by the Insurer, the Insurer's Aggregate Liability for loss sustained by such Insured Person shall not be cumulative and shall in no event exceed the largest amount available under any one of the Policies.

## ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS

### FAMILY TRANSPORTATION BENEFIT

When an Insured Person covered under this Policy is on a trip and is confined as an inpatient in a Hospital because of injuries sustained due to an Accident and subsequently requires the personal attendance of a Member of the Immediate Family (as defined below) or an authorized family representative as recommended by the attending Physician, the Insurer will pay for the expense incurred by the Member of the Immediate Family or the authorized family representative, for accommodation and transportation by the most direct route by a licensed common carrier, to the confined Insured Person but not to exceed the maximum amount shown in the Schedule of Benefits.

**"Member of the immediate family"** means the spouse, (or common-law spouse), parents, grandparents, children over age 18, brother or sister of the Insured Person.

Payment will not be made for board or ordinary living, travelling or clothing expenses. If transportation occurs in a vehicle other than by a licensed common carrier, then reimbursement of transportation expenses will be limited to a maximum of \$0.25 per kilometre travelled.

In the event an Insured Person is covered by two or more Policies issued by the Insurer, the Insurer's Aggregate Liability for loss sustained by such Insured Person shall not be cumulative and shall in no event exceed the largest amount available under any one of the Policies.

### HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

If an Insured Person receives a payment under the dismemberment benefit and was subsequently required due to the cause of the same Accident, to use a wheelchair, this benefit will pay, upon presentation of proof payment:

- (A) The one-time cost of alterations to the injured Insured Person's residence to make it wheel-chair accessible and habitable; and
- (B) The one-time cost of modifications necessary to a motor vehicle, owned by the injured Insured Person, to make the vehicle accessible or driveable for the Insured Person.

Benefit payments herein will not be paid unless:

1. Home alterations are made by a person or persons experienced in such alterations and recommended by a recognized organization, providing support and assistance to wheel-chair users; and
2. Vehicle modifications are carried out by a person or persons with experience in such matters and modifications are approved by the Provincial vehicle licensing authorities.

The maximum payable under both items A and B combined will not exceed the maximum shown in the Schedule of Benefits.

In the event an Insured Person is covered by two or more Policies issued by the Insurer, the Insurer's Aggregate Liability for loss sustained by such Insured Person shall not be cumulative and shall in no event exceed the largest amount available under any one of the Policies.

## ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS

### CRITICAL DISEASE BENEFIT

If an Insured Person, prior to age 65, is diagnosed by a qualified Physician with any of the following specifically listed diseases while this Policy is in force with respect to such Insured Person, the Insurer will pay up to 10% of the Insured Person's applicable Principal Sum up to the maximum shown in the Schedule of Benefits:

- Acute Poliomyelitis
- Acute Rheumatic Fever
- Amyotrophic Lateral Sclerosis (ALS)
- Encephalitis
- Huntington's Disease
- Meningococcal Meningitis
- Necrotizing Fasciitis
- Parkinson's Disease
- Tuberculosis
- Typhoid Fever
- Yersinia Pestis

The Insured Person must be totally disabled from the covered disease(s) for at least nine (9) months following the date of the diagnosis.

This benefit is only payable if investigations leading to the diagnosis of the covered disease(s) are initiated more than ninety (90) days following the effective date of insurance coverage with respect to the Insured Person.

Payment of the Critical Disease Benefit is limited to only the first covered disease to occur.

**"Totally disabled"** as used herein shall mean that the Insured Person is wholly and permanently disabled and prevented for the remainder of his or her life, from engaging in any and every occupation, profession, or employment for compensation for which he or she is reasonably or may reasonably become qualified by education, training or experience.

In the event an Insured Person is covered by two or more Policies issued by the Insurer, the Insurer's aggregate liability for loss sustained by such Insured Person shall not be cumulative and shall in no event exceed the largest amount available under any one of the Policies.

## ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS

### SEAT BELT BENEFIT

When an injury to the Insured Person results in the Insurer making a payment under the section titled "Accidental Death & Dismemberment Benefit", the Insurer will increase the benefit amount payable by an additional 10%, provided that:

1. the loss occurs while the Insured Person is a passenger or driver of a private passenger type Vehicle;
2. the Seat Belt is properly fastened; and
3. verification of the actual use of the Seat Belt is part of the official report of the Accident or certified by the investigating officer.

The driver of the vehicle must hold a current and valid driver's license of a rating authorizing him to operate such Vehicle and neither be intoxicated nor under the influence of drugs, unless such drugs are taken as prescribed by a Physician, at the time of the Accident. "Intoxicated" and "under the influence of drugs" are as defined by the local jurisdiction where the Accident occurs.

**"Seat Belt"** means those belts that form a restraint system and includes infant and child restraint systems when properly used with a seat belt and the restraining belts which are a part of a stretcher used in the transportation of sick or injured persons by ambulance.

**"Vehicle"** means a passenger car, self-propelled motor home, station wagon, van, jeep-type automobile or truck, ambulance or any type of motorized vehicle used by municipal, provincial or federal police forces.

### PARENTAL CARE BENEFIT

If as the result of an Accident, an Insured Person suffers Loss of Life, the Insurer will pay 10% of the Insured Person's applicable Principal Sum up to the maximum shown in the Schedule of Benefits, to or on behalf of any Dependent Parents of the Insured Person as defined below.

The Parental Care Benefit will be payable in equal shares to the Dependent Parents. Only one Parental Care Benefit will be payable regardless of the number of Dependent Parents.

Dependent Parent(s) means the Insured Person's parents, parents-in-law, grandparents, grandparents-in-law, great-grandparents or great-grandparents-in-law (whether natural, step or adoptive), who are:

1. not regularly employed on a full-time basis;
2. primarily dependent upon the Insured Person for support and maintenance due to a proven mental disability or physical handicap;
3. residing in the Insured Person's home.

In the event an Insured Person is covered by two or more Policies issued by the Insurer, the Insurer's Aggregate Liability for loss sustained by such Insured Person shall not be cumulative and shall in no event exceed the largest amount available under any one of the Policies.

In the event an Insured Person is covered by two or more Policies issued by the Insurer, the Insurer's aggregate liability for loss sustained by such Insured Person shall not be cumulative and shall in no event exceed the largest amount available under any one of the Policies.

## ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS

### MEDICAL EVACUATION AND REPATRIATION BENEFIT

If, as a result of a Covered Accident or Sickness which occurs while an Insured Person is on a covered Trip, the Insured Person requires Medical Evacuation or Repatriation, the Insurer will pay the Covered Expenses incurred for such Medical Evacuation or Repatriation, up to the maximum amount shown in the Schedule of Benefits.

This insurance applies only if the covered Trip:

1. is more than 100 kilometers from the Insured Person's primary residence; and
2. lasts no more than 90 consecutive days.

The Medical Evacuation or Repatriation must be ordered by a Physician who certifies that Medical Evacuation or Repatriation is necessary to prevent death or serious deterioration of the Insured Person's medical condition. The Medical Evacuation or Repatriation must be approved and arranged by the Emergency Assistance Provider.

#### Covered Expenses

With respect to Medical Evacuation, Covered Expenses means the cost for:

1. a land water or air Conveyance, required to transport an Insured Person during a Medical Evacuation. Special transportation by, but not limited to, air ambulance, land ambulances and private motor vehicles must:
  - a. be recommended by an attending Physician; and
  - b. comply with the standard regulations of the Conveyance transporting an Insured Person.

The means of transportation that is best suited to accommodate an Insured Person, based on the seriousness of an Insured Person's condition, will be used.

- 2, medical supplies and services which are:
  - a. ordered or prescribed by an attending Physician; and
  - b. in the opinion of the attending Physician, necessarily incurred in connection with the Medical Evacuation of the Insured Person.

With respect to Repatriation, Covered Expenses means the cost for:

1. Repatriation of an Insured Person; and
2. medical supplies and services which:
  - a. are ordered or prescribed by an attending Physician; and
  - b. are in the opinion of the attending Physician, necessarily incurred in connection with the Repatriation of the Insured Person; or
  - c. are necessary for embalming, cremation, transportation and purchase of a shipping container as required by applicable law or regulation.

With respect to Medical Evacuation and Repatriation, all transportation arrangements made for an Insured Person will be by the most direct and economical route. All Covered Expenses must be arranged by and receive prior approval of the Emergency Assistance Provider.

With respect to Medical Evacuation and Repatriation, expenses incurred for roundtrip economy transportation costs for one family member not travelling with the Insured Person between their Country of Residence and the country



where the Insured Person has died or is certified by their attending Physician or surgeon to be in critical condition will be reimbursed, up to a maximum of \$5,000. Expenses incurred by such family member for meals and accommodation will also be reimbursed up to a maximum of \$100 per day, subject to a maximum of 5 days per medical Emergency.

Covered Expenses do not include those expenses incurred by an Insured Person for a Covered Accident or Sickness which occurs while the Insured Person is:

1. travelling against the advice of a Physician; or
2. travelling for the purpose of obtaining medical treatment.

**“Medical Evacuation”** means the emergency transportation of an Insured Person from the location where Insured Person’s Injury or Sickness occurs, to the nearest Hospital where appropriate medical care and treatment can be provided.

**“Repatriation”** means:

1. The transfer of an Insured Person, from the local Hospital where Emergency Medical Treatment is initially given to another Hospital or to an Insured Person’s domicile or permanent residence; and
2. The necessary arrangements for the return of an Insured Person’s remains to an Insured Person’s domicile or permanent residence in the event of an Insured Person’s Loss of Life.

**“Sickness”** means illness or disease which occurs while the Insured Person is on a covered Trip.

Subject to the Conditions, Limitations and Exclusions of this Policy, it is agreed that the Insurer’s Liability in respect of benefits or expenses payable under this Benefit shall be in excess of benefits available to the Insured Person as “Insured Services” under any Legislative Act of a Canadian Province or Territory respecting insurance of resident thereof against the cost of hospital or medical services, but only to the extent such excess costs are permitted to be paid by law.

Benefits under the Medical Evacuation and Repatriation Benefit of this Policy are reduced by any amount paid or payable under any other policy or any other benefit under this Policy providing similar reimbursement expense benefits.

In the event an Insured Person is covered by two or more Policies issued by the Insurer, the Insurer’s aggregate liability for loss sustained by such Insured Person shall not be cumulative and shall in no event exceed the largest amount available under any one of the Policies.

## ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS

### FRACTURE SCHEDULE BENEFIT

If Injury sustained by an Insured Person shall result in any of the following losses, the Insurer shall pay the Percentage of the Principal Sum set opposite such loss, not to exceed the maximum shown in the Schedule of Benefits. If more than one of the following losses is sustained by an Insured Person as the result of one Accident, the total amount payable in respect of such losses shall not exceed the overall maximum shown in the Schedule of Benefits.

	PERCENTAGE OF PRINCIPAL SUM
<b>For complete fracture</b>	
Of the skull (depressed)	100
Of the skull (not depressed)	33
Of the spine (one 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 hand (one or more metacarpals)	8
Of one foot (one or more metacarpals)	8
Of one rib	5
Of any bone not specified above	3
<b>For complete dislocation</b>	
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
<b>Severance of tendon or tendons</b>	
Heel (achilles)	22
Ankle	20
Knee	18
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 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

## **ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS**

### **DENTURES, REMOVEABLE TEETH AND HEARING AIDS BENEFIT**

When, as a result of damage caused by a direct accidental blow occurring while insured under this Policy, an Insured Person requires the immediate replacement of dentures, removable teeth or hearing aids, the Insurer will pay for the reasonable and customary expenses actually incurred, up to the maximum shown in the Schedule of Benefits, provided expenses are incurred within 60 days of the Covered Accident.

In the event an Insured Person is covered by two or more Policies issued by the Insurer, the Insurer's aggregate liability for loss sustained by such Insured Person shall not be cumulative and shall in no event exceed the largest amount available under any one of the Policies.

## **ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS**

### **ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT EXCLUSIONS**

This Policy does not cover any claim arising out of Injury caused or contributed to by:

1. actively participating in any conflict of War, invasion, Acts of Terrorism, civil commotions or riots of any kind;
2. declared or undeclared War or any act thereof or invasion occurring within the Covered Person's Country of Residence;
3. training, serving, or taking part in any capacity in the armed forces (land, sea or air) or their operations, of any country or international authority;
4. being in or on or boarding an aircraft for the purpose of flying therein, or alighting therefrom following a flight, except while riding as a passenger in, alighting from, or boarding (but not while operating, learning to operate or serving as a member of a crew of) any aircraft having a valid airworthiness certificate from the governmental authority having jurisdiction over private aircraft in the country of its registry and flown by a licensed pilot, excluding while crop dusting, crop spraying, seeding, sky-writing, racing, testing, exploration or any other purpose except transportation;
5. suicide or attempted suicide or intentional self-injury; or
6. acts of War or Acts of Terrorism which involve the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, regardless of any contributory cause(s).

**Acts of Terrorism** means any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Country of Residence or Home Country** means a country for which the Insured Person holds a passport. If the Insured Person holds passports from more than one country, Home Country will be that country which the Insured Person has declared to Us in writing or where it has not been declared in writing, the country where the Insured Person resided for the majority of time in the previous calendar year.

**War** means invasion, acts of foreign enemies, hostilities or warlike operations whether war be declared or not, civil war or commotions, rebellion, revolution, insurrection, riots, military or usurped power or martial law.

## CLAIMS PROVISIONS

**NOTICE OF CLAIM:** Written notice of claim, death or Injury must be given to our Underwriter within 31 days after a Covered Loss begins. Failure to give notice within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably practicable. Notice can be given to our Underwriter at the address identified in this Policy or such other place as We may designate for this purpose. Notice should include the Insured Person's name, address, Policyholder's name and Policy Number.

**CLAIM FORMS:** When through our Underwriter, We receive a notice of claim, Our Underwriter will send forms for filing proof of loss. If claim forms are not sent within 15 days, the claimant will satisfy the requirements of written proof of loss by sending the written proof as shown below. Proof of loss must describe the occurrence, extent and nature of the loss.

**PROOF OF LOSS:** Written proof of loss must be given to Us through our Underwriter within 90 days after the date of loss. If the proof of loss is not submitted within 90 day, it should be sent as soon as reasonably possible; otherwise the claim may be reduced or invalidated. In no event, except in the absence of legal capacity, should proof of loss be sent later than one year from the time proof is otherwise required.

Such proof of loss includes but is not limited to the circumstances of the happening of the Accident or the commencement of the disability, and the loss occasioned thereby, the right of the claimant to receive payment, his or her age, and the age of the Beneficiary if relevant and may be required by Us to furnish a satisfactory certificate as to the cause or nature of the Accident or disability for which claim may be made under the Policy and as to the duration of such disability.

**BENEFICIARY:** The beneficiary(ies) of an Insured Person shall be the person(s) designated in writing by the Insured Person on file with the Policyholder. Any Insured Person who has not made an irrevocable designation of beneficiary may designate a new beneficiary at any time by filing with the Policyholder a written request for such change, but such change shall become effective only upon receipt of such request. The change of beneficiary shall relate back and take effect as of the date of execution of the written request, but without prejudice to Us on account of any payment made by it.

**This Policy contains a provision removing or restricting the right of the person insured to designate persons to whom or for whose benefit insurance money is to be payable.**

**PAYMENT OF CLAIMS:** We, through Our Underwriter, will pay a claim after receipt of acceptable proof of loss. Any payment made in good faith will discharge Our liability to the extent of the claim.

Benefits for Loss of Life are payable to Insured Person's beneficiary. The designation shall be as follows:

- 1) Beneficiaries designated in writing by the Insured Person for this Policy on file with the Policyholder, if any, otherwise;
- 2) Beneficiaries as designated in writing for any Group Life Insurance plan or its renewals in force for the Policyholder, if any, otherwise;
- 3) The Insured Person's estate.

**Accident Medical Expense Benefits:** All or a portion of benefits provided by this Policy may, at the option of Us, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to the Insured Person.

All other claims will be paid to the Insured Person. In the event the Insured Person is a minor, incompetent or otherwise unable to give a valid release for the claim, We through our Underwriter may make arrangement to pay claims to the Insured Person's legal guardian, committee or other qualified representative.

## **DISCLAIMER**

This booklet is a summary of the principal features of the plan which is governed by the terms of the Group Master Policy, 056/031981A with the Human Resources Department. In the event of any discrepancy between this booklet and the master policy, the master policy prevails.

## **UNDERWRITTEN BY:**

Certain Underwriters at  
Lloyds, London through  
Sutton Special Risk Inc.  
33 Yonge Street, Suite 400  
P.O. Box 311  
Toronto, Ontario  
M5E 1G4