

**POLICY N° 1LU35**

**VOLUNTARY ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**

**FOR EMPLOYEES**

**Of**

**ST. THOMAS UNIVERSITY,  
A PARTICIPATING MEMBER OF INTERUNIVERSITY SERVICES INC..**

This Booklet/Certificate is an important document.  
Please keep it in a safe place.



This booklet is an outline of SSQ Insurance Company Inc.'s Accidental Death and Dismemberment insurance program offered to Employees of the Policyholder. It is designed to help you learn more about the coverage offered under this insurance program. This booklet should be kept for future reference.

The Accidental Death and Dismemberment #1LU35 group insurance program's Master Application, endorsements and attached papers, if any, and the entire contract of insurance, all referred to hereafter as the "Policy", set forth the terms and conditions of the insurance program. All rights and obligations are determined in accordance with the Policy, not this booklet. For exact provisions of coverage offered, please contact your Human Resources department.

## SPECIFIC PROVISIONS

### 1. Name of Policyholder

**ST. THOMAS UNIVERSITY,  
A PARTICIPATING MEMBER OF  
INTERUNIVERSITY SERVICES INC.**

### 2. Description of Eligible Persons:

Class I : All faculty employees

Class II: All administration and staff employees

Class III : All employees who enrol in the voluntary employee only plan

Class IV : All employees who enrol in the voluntary employee family plan

“Employee” means an active full-time employee of the Policyholder under the age of 70. If an employee is absent from active full-time work for any reason other than bona fide vacation on the date the employee would otherwise become eligible, such employee will only become eligible upon return to active full-time work.

### 3. Accidental Death and Dismemberment Insurance Benefit

#### Principal Sum

Class I: The amount of Principal Sum applicable will be equal to the amount of insurance under the Policyholder’s Basic Group Life Insurance Program.

Class II: The amount of Principal Sum applicable will be equal to the flat amount of \$20,000.

Class III: \$10,000 minimum, in units of \$10,000, to a maximum of \$300,000.

Class IV:: Employees - \$10,000 minimum, in units of \$10,000, to a maximum of \$300,000.

Spouses only – In the event there are no Dependent Children covered, the amount of Principal Sum applicable to the Spouse will be 60% of the Principal Sum of the Employee.

Spouses and Dependent Children – 50% of the Principal Sum of the Employee applicable to the Spouse and 10% of the Principal Sum of the Employee applicable to each Dependent Child.

Dependent Children only – In the event there is no Spouse covered, the amount of Principal Sum applicable to each Dependent Child will be 20% of the Principal Sum of the Employee.

### **Indemnities**

#### A) Specific Loss Accident Indemnity:

- Loss
- Loss or Loss of Use
- Paralysis

#### B) Other types of Indemnities:

- Surgical Reattachment Benefit
- Repatriation Benefit
- Education Benefit
- Day-Care Benefit
- Rehabilitation Benefit
- Workplace Modification/Accommodation Benefit
- Occupational Training Benefit
- Enhanced Child Benefit
- Permanent Total Disability Indemnity
- Family Transportation Benefit
- Identification Benefit
- Common Disaster Benefit
- Seat Belt Benefit
- Home Alteration and/or Vehicle Modification Benefit
- Hospital Indemnity
- Cosmetic Disfigurement Benefit
- Escalation Benefit
- Bereavement Benefit

- Funeral Expense Benefit
- Psychological Therapy Benefit
- Assault Benefit
- Carjacking Benefit
- Public Transportation Benefit
- Comatose Benefit
- Aircraft Coverage
- Exposure and Disappearance Coverage
- Brain Damage Benefit
- Waiver of Premium

#### **4. Aggregate Limit of Indemnity**

Nil

#### **5. Effective Date of Individual Insurance**

With respect to an Employee who completes an enrollment card or for whom an enrollment card is completed:

- a) on or before the Effective Date of the Policy,
- b) on the effective date of the policy with respect to employees insured under the Policyholder's Basic Group Life Insurance program.
- c) after the Effective Date of the Policy, on the date the enrollment card is received by the Policyholder.

With respect to Spouse or Dependent Child:

- a) on the effective date of the Employee's insurance.
- b) on the date the Spouse or Dependent Child becomes eligible if eligible after the effective date of the Employee's insurance.

The insurance of an eligible Employee, whether insured under the previous policy, or who submitted or for whom an enrollment card was submitted under the previous policy and insurance is not yet in force as of September 1, 2014, will be transferred automatically to the replacement Policy. If such Employee is absent from active full-time work, for any reason other than bona fide vacation or maternity / parental leave, on the date he would otherwise become eligible for coverage under the replacement Policy, such Employee will remain covered under the terms and conditions of the previous policy, and only become eligible for coverage under the terms of the replacement Policy on the date he returns to active full-time work.

## **6. Effective Date of the Policy**

12:01 a.m., Standard Time, September 1, 2014 at the address of the Policyholder.

## MAIN PROVISIONS

### Definitions

Throughout the Policy, the male pronoun will be construed as the feminine when the person is a female.

"Accident" means a sudden and unexpected mishap or event in which an Insured Person is involved and which directly results in an Injury to the Insured Person.

"Accommodation" means lodging at a hotel, motel, inn, bed and breakfast or other like establishment as well as food reasonably required during the lodging, provided however that no indemnity will be paid for lodging at a private residence or for food not consumed as meals by the person seeking reimbursement of expenses.

"Dependent Child" means a natural child, adopted child, stepchild or child otherwise in a parent-child relationship with the Insured Employee. The child must be dependent upon the Insured Employee for maintenance and support and:

- (1) under 21 years of age; or
- (2) under 25 years of age and in attendance at an Institution for Higher Learning on a full-time basis; or
- (3) by reason of mental or physical infirmity, is incapable of self-sustaining employment and is totally dependent upon the Insured Employee for support within the terms of the Income Tax Act.

The Dependent Child will be covered from birth provided such child is born alive.

"Commencement of Total Disability" means the date of commencement of the Insured Person's Total Disability, as determined by a Physician, which date must be subject to the satisfaction of the Insurer that, on that date, the Insured Person has met all criteria for Total Disability.

"Employee and Family Plan" means a plan which provides insurance to the Employee and his/her Spouse and/or Dependent Children.

"Employee Only Plan" means a plan which provides insurance to the Employee only.

"Fare" means the regular fare charged for:

- (1) an economy class seat on a regular flight by a domestic or international scheduled air carrier;
- (2) a coach seat on a passenger train;
- (3) a regular seat on a passenger bus;
- (4) an economy class accommodation on a boat.

Each of those carriers must hold a current and valid certificate issued by Transport Canada or, if subject to regulation in another country, by a similar governmental authority having jurisdiction in that country.

"Functional Disability" means an irreversible and serious limitation of a person's physical or mental capacity or of their skills that prevents the person from living independently.

"Hospital" means an institution licensed as a hospital within the jurisdiction in which it operates. To qualify under this definition, a hospital must be an active treatment hospital open at all times for the care and treatment of sick and injured persons, have a staff of one (1) or more Physicians available at all times, provide twenty-four (24) hour nursing service by graduate registered nurses and have organized facilities for diagnostics and surgery. A facility which is primarily a clinic, rest home, nursing home, convalescent hospital or similar establishment is not a Hospital. For the purposes of this definition, a Hospital will include a facility or part of a facility used for rehabilitative care.

"Immediate Family Member" means a person at least eighteen (18) years of age, who is the son, daughter, father, mother, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, grandson, granddaughter, grandfather, grandmother (all of the above include natural, adopted or step relationships) or the Spouse of an Insured Person.

"Injury" means bodily injury caused by an Accident occurring while the Policy is in force as to the Insured Person whose loss is the basis of claim and resulting directly and independently of all other causes in loss covered under the Policy, twenty-four (24) hours a day, anywhere in the world, but in no

event shall Injury mean Sickness or Disease howsoever caused unless caused by an Accident.

"Institution for Higher Learning" means and is limited to universities, colleges, CEGEPs and professional or vocational schools.

"Insured Person" means an Insured Employee or an Insured Spouse or an Insured Dependent Child whose individual coverage under the Policy is in force.

"Motorized Vehicle" means a passenger car, van, jeep-type automobile, sports utility vehicle (SUV), any truck-type automobile, truck, ambulance, or any type of motorized vehicle used by municipal, provincial or federal police forces.

"Physician" means an individual who is legally licensed to practice medicine and provide treatment within the scope of his licence by:

- (a) a recognized medical licensing organization in the jurisdiction where the treatment is rendered, provided he is a member in good standing of such licensing body, or
- (b) a governmental agency having jurisdiction over such licensing where the treatment was rendered.

The Physician must not ordinarily reside in the Insured Person's residence. The Physician must not be an Insured Person, an Immediate Family Member or business associate of an Insured Person.

"Policy" means Policy #1LU35 as well as the attached Master Application, any endorsements and attached papers.

"Principal Sum" means the amount indicated in Item 3 of the Specific Provisions as being applicable to the Insured Person and stated on the Insured Employee's most recently signed individual enrollment card on file with the Policyholder, if any.

"Professional Counsellor" means a therapist or counsellor who is licensed or registered within the jurisdiction in which he practices to provide psychological treatment or counselling.

The Professional Counsellor must not ordinarily reside in the Insured Person's residence. The Professional Counsellor must not be an Insured Person, an Immediate Family Member or business associate of an Insured Person.

"Regular Care and Attendance" means observation and treatment to the extent necessary under existing and recognized standards of medical practice.

"Sickness or Disease" means the alteration of a person's state of health resulting from internal or external cause(s), creating objectively verifiable symptoms and/or signs, and revealing itself by the impairment of physiological or mental functions.

"Spouse" means an individual under the age of seventy (70):

- (a) who is legally married to or in a civil union with the Insured Employee; or
- (b) with whom the Insured Employee has continuously cohabited in a conjugal relationship for a minimum of one (1) year immediately before the date of the event insured against.

However, if an individual is the biological or adoptive mother or father of at least one of the children of the Insured Employee and is cohabitating with the Insured Employee, the individual shall be deemed to be a Spouse from the date of birth or adoption of that child, if that date precedes the end of the period of one (1) year of cohabitation.

Only one (1) individual qualifies as the Spouse of any Insured Employee. If the Insured Employee is legally married or in a civil union but is also cohabitating with an individual as described under Item (b) above, the Insured Employee may elect in writing which one of the individuals will qualify as a Spouse under the Policy. This election must be filed with the Policyholder. The Insurer will not be bound by an election not filed before the occurrence of the event insured against. If an election is not filed, the Spouse will be the individual to whom the Insured Employee is legally married or in a civil union.

"Total Disability" or "Totally Disabled" means or directly refers to a continuous state of incapacity preventing the Insured Person from performing all of the usual and customary duties of his occupation.

An Insured Person will be deemed Totally Disabled only if he does not receive any income from any occupation after the Commencement of Total Disability, directly or indirectly, except in the context of a rehabilitation program approved by the Insurer.

For a Total Disability to be recognized, the state of the Insured Person must require Regular Care and Attendance by a Physician or an appropriate specialist. Proof of Regular Care and Attendance must be satisfactory to the Insurer.

"Transportation" means conveyance from one place to another by private or public Motorized Vehicle, bus, train, boat, ferry, airplane or helicopter.

"Declared War" means a hostile contention by means of armed forces carried on between nations, states or rulers or between citizens in the same nation or state.

"Undeclared War" means a hostile contention by means of armed forces carried on between nations, states or rulers or between citizens in the same nation or state, the activities of which were made without public or solemn declaration.

An undeclared war should not be confused with a riot as a riot does not take into account the lawfulness of its purpose and the manner it was performed. Whereas, a war (declared or undeclared) can not exist between political units unless one of them has its own government that will take responsibility for the actions taken with respect to the rules of war as governed by any acts, treaties, laws or any similar legislation designed for the purpose.

"Terrorism" means the systematic use of terror committed by a person or group of persons in order to intimidate a population or government into granting his/their demands.

**Specific Loss Accident Indemnity**

When, within three hundred and sixty-five (365) days after the date of an Accident, an Insured Person suffers an Injury from such Accident which results in a Specific Loss listed below, the Insurer will pay an indemnity as indicated below:

Loss of

- Life..... The Principal Sum
- The entire sight of both eyes..... The Principal Sum
- Speech and hearing in both ears ..... The Principal Sum
- One hand and the entire sight of one eye..... The Principal Sum
- One foot and the entire sight of one eye..... The Principal Sum

The entire sight of one eye.....	The Principal Sum
Speech.....	The Principal Sum
Hearing in both ears .....	The Principal Sum
Hearing in one ear .....	One-Half of the Principal Sum
All toes of one foot.....	One-Third of the Principal Sum
<u>Loss or Loss of Use of</u>	
Both hands .....	The Principal Sum
Both feet.....	The Principal Sum
One hand and one foot.....	The Principal Sum
One arm.....	The Principal Sum
One leg.....	The Principal Sum
One hand .....	The Principal Sum
One foot .....	The Principal Sum
The thumb and index finger or at least four fingers of one hand.....	Two-Fifths of the Principal Sum

Paralysis of

Both upper and lower limbs (Quadriplegia) .....	Two Times the Principal Sum
Both lower limbs (Paraplegia).....	Two Times the Principal Sum
The upper and lower limbs of one side of body (Hemiplegia).....	Two Times the Principal Sum

However, in the case of Quadriplegia, Paraplegia and Hemiplegia, if the Insured Person dies within ninety (90) days after the date of the Accident, the indemnity payable by the Insurer will be limited to the Principal Sum.

Indemnity provided under this section for all Specific Losses sustained by an Insured Person as the result of any one (1) Accident will not exceed the following:

- (a) the Principal Sum, with the exception of Quadriplegia, Paraplegia and Hemiplegia; or
- (b) with respect to Quadriplegia, Paraplegia and Hemiplegia, two times the Principal Sum, provided that the Insured Person lives longer than ninety (90) days after the date of the Accident.

Under this section, in no event will the Insurer pay more than two times the Principal Sum as the result of the same Accident, regardless of the combination of losses suffered.

"Specific Loss" means Loss of Life, Loss, Loss of Use, Quadriplegia, Paraplegia or Hemiplegia, all as defined below.

"Loss of Life" means the death of the Insured Person.

"Loss" means:

- (a) as used with reference to a hand or foot, the complete and irrecoverable severance through or above the wrist or ankle joint, but below the elbow or knee joint;

- (b) as used with reference to an arm or leg, the complete and irrecoverable severance through or above the elbow or knee joint;
- (c) as used with reference to a thumb, the complete and irrecoverable severance of one (1) entire phalanx of the thumb;
- (d) as used with reference to a finger, the complete and irrecoverable severance of two (2) entire phalanges of the finger;
- (e) as used with reference to toes, the complete and irrecoverable severance of one (1) entire phalanx of the big toe and irrecoverable severance of all phalanges of the other toes;
- (f) as used with reference to an eye, the irrecoverable loss of the entire sight thereof, and determined by a Physician to be irrecoverable;
- (g) as used with reference to speech, the complete and irrecoverable loss of the ability to utter intelligible sounds, and determined by a Physician to be irrecoverable;
- (h) as used with reference to hearing, the complete and irrecoverable loss of hearing, and determined by a Physician to be irrecoverable.

"Loss of Use" means a total incapacity to use part of the body, which incapacity has been continuous for twelve (12) consecutive months and was determined by a Physician to be permanent at the end of such period.

"Paralysis" means the loss of ability to move all or part of the body.

"Quadriplegia" means the permanent Paralysis and functional loss of use of both upper and lower limbs of the body.

"Paraplegia" means the permanent Paralysis and functional loss of use of both lower limbs of the body.

"Hemiplegia" means the permanent Paralysis and functional loss of use of upper and lower limbs on the same side of the body.

### **Surgical Reattachment Benefit**

If an Injury sustained by an Insured Person results in the complete severance of the Insured Person's limb or appendage or part of either a limb or appendage, and if such severed limb, appendage or part is then surgically reattached to that Insured Person within three hundred and sixty-five (365) days after the date of the Accident resulting in such Injury, then the Insurer will pay an indemnity to such Insured Person as follows:

- (1) Whether or not the Insured Person regains use of the severed limb, appendage or part, the Insurer will pay an indemnity equal to 50% of the indemnity that would have been payable under the section entitled "Specific Loss Accident Indemnity" for the Loss of such limb, appendage or part, if the surgical reattachment had not been performed.

- (2) If, after the reattachment of the severed limb, appendage or part and within three hundred and sixty-five (365) days after the date of the Accident resulting in such Injury, the Insured Person suffers a total, irrecoverable and permanent Loss of Use of such reattached limb, appendage or part, the Insurer will pay an indemnity as provided under the section entitled "Specific Loss Accident Indemnity" for Loss of Use of such limb, appendage or part, less any amount(s) paid or payable under the Surgical Reattachment Benefit provision shown under item (1) above.
- (3) If, after the reattachment of the severed limb, appendage or part and within three hundred and sixty-five (365) days after the date of the Accident resulting in such Injury, such reattachment fails and the limb, appendage or part must be amputated, the Insurer will pay an indemnity as provided under the section entitled "Specific Loss Accident Indemnity" for the Loss of such limb, appendage or part less any amount(s) paid or payable under this Surgical Reattachment Benefit section, under items (1) and (2).

Indemnity payable under this section and the section entitled "Specific Loss Accident Indemnity" for any one (1) Insured Person as the result of any one (1) Accident will not exceed the Principal Sum.

### **Repatriation Benefit**

In the event an Insured Person suffers a Loss of Life resulting from Injury more than fifty (50) kilometres from that Insured Person's normal place of residence and indemnity for such loss becomes payable under the section entitled "Specific Loss Accident Indemnity", the Insurer will pay the reasonable and necessary expenses actually incurred for the transportation of the body of the deceased Insured Person to a resting place (including but not limited to a funeral home or the place of interment) in proximity to the normal place of residence of the deceased Insured Person, including charges for the preparation of the body for such transportation, not to exceed, in the aggregate, the amount of twenty-five thousand dollars (\$25,000) for all such expenses paid under this section as a result of any one (1) Accident.

The indemnity payable under this section will be payable to the person who actually incurred the expenses.

The amount payable under this section will be co-ordinated with any amount which is paid or payable for a same or similar benefit provided under any other policies issued to the Policyholder by the Insurer.

### **Education Benefit**

In the event an Insured Employee or an Insured Spouse suffers a Loss of Life resulting from an Injury and indemnity for such loss becomes payable under the section entitled "Specific Loss Accident Indemnity", the

Insurer will pay the reasonable and necessary tuition fees for any Dependent Child who, on the date of or within the following three hundred and sixty-five (365) days of the Insured Person's death, is enrolled or enrolls as a full-time student in any Institution for Higher Learning, up to the lesser of the following amounts:

- (a) five percent (5%) of such deceased Insured Person's Principal Sum; or
- (b) five thousand dollars (\$5,000),

for each year (up to five (5) consecutive years) per Dependent Child during which such Dependent Child remains enrolled as a full-time student in an Institution for Higher Learning.

The total maximum payable under this section will not exceed five thousand dollars (\$5,000) per year per Dependent Child.

The indemnity will be paid each year upon receipt of proof satisfactory to the Insurer that the Dependent Child is enrolled as a full-time student in an Institution for Higher Learning. Payment will not be made for expenses incurred prior to the Loss of Life of such Insured Person, nor for room, board, books or other living, travelling or clothing expenses.

The indemnity payable under this section will be payable to the person who actually incurred the expenses.

The amount payable under this section will be co-ordinated with any amount which is paid or payable for a same or similar benefit provided under any other policies issued to the Policyholder by the Insurer.

### **Day-Care Benefit**

In the event an Insured Employee or an Insured Spouse suffers a Loss of Life resulting from an Injury and indemnity for such loss becomes payable under the section entitled "Specific Loss Accident Indemnity", the Insurer will pay the reasonable and necessary expenses actually incurred for Day-Care Centre attendance for any Dependent Child under thirteen (13) years of age at the date of the Insured Person's death and who on the date of or within the following three hundred and sixty-five (365) days after such Insured Person's death, is enrolled or enrolls in a Day-Care Centre, to the lesser of the following amounts:

- (a) five percent (5%) of such deceased Insured Person's Principal Sum; or
- (b) five thousand dollars (\$5,000),

for each year (up to five (5) consecutive years) per Dependent Child during which such Dependent Child remains enrolled in a Day-Care Centre.

The total maximum payable under this section will not exceed five thousand dollars (\$5,000) per year per Dependent Child.

The indemnity will be paid each year upon receipt of satisfactory proof that the Dependent Child is enrolled in a Day-Care Centre, but payment will not be made for expenses incurred prior to the Loss of Life of such Insured Person, nor for room, board or other ordinary living, travelling or clothing expenses.

The indemnity payable under this section will be payable to the person who actually incurred the expenses.

The amount payable under this section will be co-ordinated with any amount which is paid or payable for a same or similar benefit provided under any other policies issued to the Policyholder by the Insurer.

"Day-Care Centre" means a facility, which is run according to the law, including laws and regulations applicable to day-care facilities, and which provides care and supervision for children in a group setting on a regular basis. A Day-Care Centre will not include a hospital, the child's home or school if the only care at such school is provided during normal school hours while the Dependent Child is attending school from grades one (1) through twelve (12).

If none of the Insured Person's Dependent Children satisfy the above requirements or the requirements as shown under the section entitled "Education Benefit", the Insurer will pay to the Insured Employee's beneficiary the lesser of the following amounts:

- a) five percent (5%) of the deceased Insured Person's Principal Sum; or
- b) two thousand and five hundred dollars (\$2,500),

under only one (1) of the policies issued by the Insurer.

### **Rehabilitation Benefit**

In the event an Insured Employee suffers a Specific Loss resulting from an Injury and indemnity for such loss becomes payable under the section entitled "Specific Loss Accident Indemnity" and such Injury requires that the Insured Employee participate in a rehabilitation program in order to be qualified to engage in an occupation in which he would not have engaged except for such Injury, the Insurer will pay the reasonable and necessary expenses actually incurred by the Insured Employee for such program within three (3) years after the date of such loss. Payment will not be made for room, board or other ordinary living, travelling or clothing expenses.

Payment by the Insurer for the total of all expenses incurred by any Insured Employee under this section will not exceed fifteen thousand dollars (\$15,000) as the result of any one (1) Accident.

The amount payable under this section will be co-ordinated with any amount which is paid or payable for a same or similar benefit provided under any other policies issued to the Policyholder by the Insurer.

### **Workplace Modification and Accommodation Benefit**

In the event an Insured Employee suffers a Specific Loss resulting from an Injury and indemnity for such loss becomes payable under the section entitled "Specific Loss Accident Indemnity" and such Insured Employee requires special adaptive

equipment and/or workplace modification in order to reasonably accommodate his return to active work with the Policyholder, the Insurer will pay the reasonable and necessary expenses actually incurred by the Policyholder for such equipment and/or modification, provided:

- (1) The Policyholder agrees in writing to provide the special adaptive equipment and/or make modifications to the workplace for the purpose of making it accessible and adaptable to the needs of such Insured Employee; and
- (2) The Policyholder acknowledges in writing that the performance of the essential duties of such Insured Employee's job would be compromised in the absence of such modification or accommodation; and
- (3) The proposed special adaptive equipment and/or workplace modification have prior written approval by the Insurer.

The Insurer has the right to have the Insured Employee examined by a professional of its choice to evaluate the appropriateness of the proposed modifications and/or equipment.

The indemnity under this section will be paid to the Policyholder once the Insured Employee has returned to active work with the Policyholder and the Insurer has been provided with written proof of the expenses incurred. The benefit is not payable if the Policyholder does not incur any cost in providing the special adaptive equipment and/or the workplace modification.

Payment by the Insurer for the total of all expenses incurred by the Policyholder under this section will not exceed five thousand dollars (\$5,000) as a result of any one (1) Accident.

The amount payable under this section will be co-ordinated with any amount which is paid or payable for a same or similar benefit provided under any other policies issued to the Policyholder by the Insurer.

### **Occupational Training Benefit**

In the event an Insured Employee suffers a Loss of Life resulting from an Injury and indemnity for such loss becomes payable under the section entitled "Specific Loss Accident Indemnity", the Insurer will pay the reasonable and necessary expenses actually incurred within the following three (3) years after the date of such loss by the Spouse who engages in a formal occupational training program in order to become specifically qualified for active employment in an occupation for which he would not otherwise have sufficient qualifications. Payment will not be made for room, board or other ordinary living, travelling or clothing expenses.

Payment by the Insurer for the total of all expenses incurred by the Spouse under this section will not exceed fifteen thousand dollars (\$15,000).

The indemnity payable under this section will be payable to the person who actually incurred the expenses.

The amount payable under this section will be co-ordinated with any amount which is paid or payable for a same or similar benefit provided under any other policies issued to the Policyholder by the Insurer.

### **Enhanced Child Benefit**

In the event an Insured Dependent Child suffers a Specific Loss resulting from an Injury and indemnity for such loss becomes payable under the section entitled "Specific Loss Accident Indemnity", the Insurer will pay double the applicable indemnity with exception of Loss of Life.

This provision is not applicable if the Insured Dependent Child dies as a result of the Injury or from any cause within ninety (90) days after the date of the Accident.

### **Permanent Total Disability Indemnity**

In the event an Insured Employee suffers an Injury resulting in Total Disability within three hundred and sixty-five (365) days after the date of the Accident causing such Injury, provided such Total Disability was continued over a period of twelve (12) consecutive months following Commencement of Total Disability and is permanent at the end of this period, the Insurer will pay the Principal Sum, less any amount paid or payable as the result of the same Accident under the section entitled "Specific Loss Accident Indemnity".

### **Family Transportation Benefit**

In the event an Insured Person suffers a Specific Loss resulting from an Injury and indemnity for such loss becomes payable under the section entitled "Specific Loss Accident Indemnity" and such Insured Person is under the Regular Care and Attendance of a Physician, the Insurer will pay the reasonable and necessary expenses actually incurred by one (1) Immediate Family Member or family representative for Transportation to the bedside of such Insured Person by the most direct route from the normal place of residence of the Immediate Family Member or family representative, Accommodation in the vicinity, and return to the normal place of residence of such Immediate Family Member or family representative by the most direct route if the Insured Person had been travelling unaccompanied by an Immediate Family Member. Payment will not be made for other ordinary living, travelling or clothing expenses.

The Insurer will not pay any indemnity under this section unless such Insured Person is confined as an inpatient in a Hospital located more than fifty (50) kilometres from his normal place of residence.

Reimbursement of Transportation expenses under this section is limited to the cost of a single return trip to the bedside of the Insured Person while in Hospital. More than one form of conveyance may be used for the Transportation if necessary, but the indemnity paid will be limited to the Fare or Fares reasonably required for a single return trip.

If Transportation occurs in a Motorized Vehicle other than one operated under a license for the conveyance of passengers, then reimbursement of Transportation expenses will be limited to a maximum of thirty-five cents (\$0.35) per kilometre travelled for such return trip.

The total maximum amount payable under this section by the Insurer will not exceed twenty-five thousand dollars (\$25,000) as a result of any one (1) Accident.

The indemnity payable under this section will be payable to the person who actually incurred the expenses.

The amount payable under this section will be co-ordinated with any amount which is paid or payable for a same or similar benefit provided under any other policies issued to the Policyholder by the Insurer.

### **Identification Benefit**

In the event an Insured Person suffers a Loss of Life resulting from an Injury and indemnity for such loss becomes payable under the section entitled "Specific Loss Accident Indemnity" and the police or similar governmental authority requires identification of the Insured Person's body, the Insurer will pay the reasonable and necessary expenses actually incurred by one (1) Immediate Family Member or family representative for Transportation to the location of the Insured Person's body by the most direct route from the normal place of residence of the Immediate Family Member or family representative, Accommodation in the vicinity, and return to

the normal place of residence of such Immediate Family Member or family representative by the most direct route, if, at the time of death, the Insured Person had been travelling unaccompanied by an Immediate Family Member. Payment will not be made for other ordinary living, travelling or clothing expenses.

The Insurer will not pay any indemnity under this section unless the Insured Person's body is located more than fifty (50) kilometres from the Insured Person's normal place of residence.

Reimbursement of Transportation expenses under this section is limited to the cost of a single return trip to identify the deceased Insured Person. More than one form of conveyance may be used for the Transportation if necessary, but the indemnity paid will be limited to the Fare or Fares reasonably required for a single return trip. If Transportation occurs in a Motorized Vehicle other than one operated under a license for the conveyance of passengers, then reimbursement of Transportation expenses will be limited to a maximum of thirty-five cents (\$0.35) per kilometre travelled for such return trip.

The total maximum amount payable under this section by the Insurer will not exceed twenty-five thousand dollars (\$25,000) as a result of any one (1) Accident.

The indemnity payable under this section will be payable to the person who actually incurred the expenses.

The amount payable under this section will be co-ordinated with any amount which is paid or payable for a same or similar benefit provided under any other policies issued to the Policyholder by the Insurer.

### **Common Disaster Benefit**

In the event an Insured Employee and his Insured Spouse both suffer a Loss of Life resulting from an Injury and indemnity for such losses becomes payable under the section entitled "Specific Loss Accident Indemnity" as a result of a Common Accident, the indemnity for such Loss of Life applicable to the Insured Spouse will be increased up to the Insured Employee's Principal Sum amount, but in no event will the amount payable under the Policy exceed, in the aggregate, one million dollars (\$1,000,000).

"Common Accident" means a single Accident or multiple Accidents occurring within the same twenty-four (24) hour period.

### **Seat Belt Benefit**

In the event an Insured Person suffers a Specific Loss resulting from an Injury and indemnity for such loss becomes payable under the section entitled "Specific Loss Accident Indemnity", the Insurer will pay an additional indemnity equal to ten percent (10%) of the applicable indemnity payable under the section entitled "Specific Loss Accident Indemnity", if, at the time of the Accident causing such Injury, the Insured Person was driving or riding in a Motorized Vehicle and wearing a properly fastened Seat Belt.

At the time of the Accident, the driver of the Motorized Vehicle must hold a current and valid driver's license of a rating authorizing him to operate such Motorized Vehicle and neither be Intoxicated nor Under the Influence of Drugs.

Proof of Seat Belt use to the satisfaction of the Insurer must be provided as part of the written proof of loss.

"Intoxicated" and "Under the Influence of Drugs" means that the driver has a blood alcohol content and/or is impaired due to the use of alcohol, narcotics or other drugs such that he could be subject to proceedings under provincial, state or federal law, even if he has not been subject to such proceedings.

"Seat Belt" means a belt that forms a restraint system in a Motorized Vehicle.

For the purposes of this definition, a Seat Belt includes infant and child restraint systems used in Motorized Vehicles and the restraining belts which are part of a stretcher used in the transportation of sick or injured persons by ambulance.

### **Home Alteration and/or Vehicle Modification Benefit**

In the event an Insured Person suffers a Specific Loss listed below resulting from an Injury:

- 1) Loss of both feet or legs; or

- 2) Loss of Use of both feet or legs; or
- 3) Quadriplegia, Paraplegia or Hemiplegia,

and indemnity for such loss becomes payable under the section entitled "Specific Loss Accident Indemnity" and such Insured Person requires the use of a wheelchair, as result of such loss, in order to be ambulatory, the Insurer will pay the reasonable and necessary expenses actually incurred by the Insured Person within three (3) years following the date of Loss for home alteration and/or vehicle modification as provided under this section.

To be covered under this section, the alteration or modification must enable the Insured Person to access his residence and/or his vehicle in a wheelchair and must be approved, where required by law, by licensing authorities.

The total maximum amount payable under this section by the Insurer will not exceed fifteen thousand dollars (\$15,000) as a result of any one (1) Accident.

The amount payable under this section will be co-ordinated with any amount which is paid or payable for a same or similar benefit provided under any other policies issued to the Policyholder by the Insurer.

### **Hospital Indemnity**

In the event an Insured Person suffers a Specific Loss resulting from an Injury and indemnity for such loss becomes payable under the section entitled "Specific Loss

Accident Indemnity" and such Injury requires the Insured Person to stay in a Hospital and under the Regular Care and Attendance of a Physician for at least four (4) consecutive days, the Insurer will pay a Daily Indemnity provided such Period of Hospitalization is necessary for the treatment of such Injury. Such Daily Indemnity will be paid from the first (1<sup>st</sup>) Day of Hospitalization, but in no event for more than three hundred and sixty five (365) days per Accident.

Notwithstanding anything contained to the contrary in the Policy, a Period of Hospitalization which becomes necessary for the treatment of an Injury which resulted in a Specific Loss will be covered in accordance with the terms of this section, provided such Period of Hospitalization commences:

- 1) within three hundred and sixty-five (365) days after the date of the Accident causing such Injury; and
- 2) while this Insured Person's individual coverage under the Policy is in force.

Such Daily Indemnity will be calculated as payable from the first (1<sup>st</sup>) Day of Hospitalization, provided the Insured Person is hospitalized for at least four (4) consecutive days.

Only one (1) Period of Hospitalization will be payable for all Injuries sustained by the Insured Person as the result of any one (1) Accident.

"Daily Indemnity" means one-thirtieth of one percent (1/30 of 1%) of the Insured Person's Principal Sum, subject to a maximum monthly indemnity of two thousand and five hundred dollars (\$2,500).

"Period of Hospitalization" means a single uninterrupted confinement in a Hospital or several successive confinements in a Hospital as a result of the same Accident, provided each such confinement is separated by a period of less than ninety (90) consecutive days and all such confinements occur within seven hundred and thirty (730) days of the date of the Accident.

"Day of Hospitalization" means a necessary Period of Hospitalization in a Hospital as an inpatient for which a full day's room and board is charged.

**Cosmetic Disfigurement Benefit**

In the event an Insured Person suffers a Burn resulting from an Injury, the Insurer will pay an indemnity determined by multiplying the applicable Area Classification Factor, as shown in the Cosmetic Burn Indemnity Schedule below, by the percentage of body surface actually burned subject to the Maximum Allowable Percentage for Body Surface Burned as stipulated in the Cosmetic Burn Indemnity Schedule times the Principal Sum.

"Burn" for the purpose of the Policy means a condition which a Physician has determined to be a 3<sup>rd</sup> degree burn.

The Maximum Allowable Percentage for Body Surface Burned, as shown in the following Cosmetic Burn Indemnity Schedule, is based on one hundred percent (100%) of the specific body part that was burned. The attending Physician will determine the actual percentage applicable to each Burn.

If an Insured Person suffers a Burn or Burns to more than one (1) body part as a result of any one (1) Accident, indemnities payable for all such Burn or Burns will not exceed one hundred percent (100%) of the Insured Person's Principal Sum.

**Cosmetic Burn Indemnity Schedule**

Body Part	Area Classification Factor
Face, Neck, Head.....	11
Hand & Forearm (Right).....	5
Hand & Forearm (Left) .....	5
Upper Arm (Right) .....	3
Upper Arm (Left) .....	3
Torso (Front) .....	2
Torso (Back) .....	2
Thigh (Right).....	1
Thigh (Left) .....	1
Lower Leg - below knee (Right) .....	3
Lower Leg - below knee (Left) .....	3

Body Part	Maximum Allowable Percentage for Body Surface Burned
Face, Neck, Head.....	9.0%
Hand & Forearm (Right).....	4.5%
Hand & Forearm (Left) .....	4.5%
Upper Arm (Right) .....	4.5%
Upper Arm (Left) .....	4.5%
Torso (Front).....	18.0%
Torso (Back) .....	18.0%
Thigh (Right).....	9.0%
Thigh (Left) .....	9.0%
Lower Leg - below knee (Right) .....	9.0%
Lower Leg - below knee (Left) .....	9.0%

In the event indemnities are payable under this section and any of the sections entitled "Specific Loss Accident Indemnity", "Permanent Total Disability Indemnity", "Comatose Benefit" or "Brain Damage Benefit", the total amount payable under all such sections will not exceed one hundred percent (100%) of the Insured Person's Principal Sum or, in the case such indemnities include an indemnity for Paralysis, two hundred percent (200%) of the Insured Person's Principal Sum.

**Escalation Benefit**

In the event an Insured Person suffers a Specific Loss resulting from an Injury and indemnity for such loss becomes payable under any of the sections entitled "Specific

Loss Accident Indemnity", "Permanent Total Disability Indemnity", "Comatose Benefit" or "Brain Damage Benefit" of the Policy, the Insurer will pay one percent (1%) of such indemnity, for each year the Insured Employee's individual coverage has remained continuously in force under the Policy without interruption, subject to a total maximum of five percent (5%) of such indemnity, based on the Principal Sum approved by the Insurer for this Insured Person at the time of the Accident or, if such approval was not required, the Principal Sum, as to this Insured Person, stated on the Insured Employee's most recently signed enrollment card on file with the Policyholder at the time of the Accident.

The number of years of the Insured Employee's individual coverage remained in force will be counted as follows:

- 1) with respect to an Insured Employee who becomes insured on or before the effective date of this benefit, one (1) year will be counted on the first anniversary date of this benefit and one year will be added on each subsequent anniversary date thereafter; or
- 2) with respect to an Insured Employee who becomes insured after the effective date of this benefit, one (1) year will be counted on the first anniversary date of an Insured Employee's insurance under this Policy and one year will be added on each such subsequent anniversary date thereafter.

An Insured Person who discontinues his coverage and subsequently re-applies for coverage will be considered as a person becoming insured for the first (1<sup>st</sup>) time in the year he re-applies for coverage.

### **Bereavement Benefit**

In the event an Insured Person suffers a Loss of Life resulting from Injury and indemnity for such loss becomes payable under the section entitled "Specific Loss Accident Indemnity", the Insurer will pay the reasonable and necessary expenses associated with grief counselling actually incurred within three hundred and sixty-five (365) days after the date of the Accident resulting in such loss, and provided by a Professional Counsellor for:

- (1) the Insured Spouse and/or the Insured Dependent Children, in the event that the Insured Employee is the Insured Person who suffers a Loss of Life; or
- (2) the Insured Employee and/or the Insured Dependent Children, in the event that the Insured Spouse is the Insured Person who suffers a Loss of Life; or
- (3) the Insured Employee and/or the Insured Spouse, in the event that the Insured Dependent Child is the Insured Person who suffers a Loss of Life.

The Insurer will pay such expenses for up to a maximum of six (6) grief counselling sessions subject to an overall maximum of two thousand five hundred dollars (\$2,500) in relation to the death of the Insured Person. This benefit will not pay for any grief counselling provided by a person who would not ordinarily charge a fee for his services.

The indemnity payable under this section will be payable to the person who actually incurred the expenses.

Indemnity under this section will be paid in excess of any other insurance or indemnity plans only for the amount which has not been covered after all other insurance or indemnity plans or other form of reimbursement have been exhausted, provided the amount is equal to or less than the reasonable and necessary charge.

### **Funeral Expense Benefit**

In the event an Insured Person suffers a Loss of Life resulting from Injury and indemnity for such loss becomes payable under the section entitled "Specific Loss Accident Indemnity", the Insurer will pay the reasonable and necessary expenses actually incurred at the time of the Insured Person's death for the services and/or materials provided by a mortician, undertaker, crematorium or funeral home that are related to the burial or cremation of a deceased Insured Person, as well as charges for the purchase of a burial plot, gravesite or mausoleum for the interment of the remains of the Insured Person, including any markers or monuments. The aggregate amount payable under this section shall not exceed the amount of five thousand dollars (\$5,000), and the Insurer shall deduct from the amount payable under this section any expenses incurred for preparation of the remains for travel paid or payable under the section entitled "Repatriation Benefit".

The indemnity payable under this section will be payable to the person who actually incurred the expenses.

The amount payable under this section will be co-ordinated with any amount which is paid or payable for a same or similar benefit provided under any other policies issued to the Policyholder by the Insurer.

### **Psychological Therapy Benefit**

In the event an Insured Person suffers a Specific Loss resulting from an Injury and indemnity for such loss becomes payable under the section entitled "Specific Loss Accident Indemnity" and such Injury requires such Insured Person to undergo psychological therapy, the Insurer will pay an indemnity equivalent to the reasonable and necessary expenses actually incurred within three hundred and sixty-five (365) days after the date of the Accident resulting in such loss for psychological therapy provided by a Professional Counsellor. The Insurer will pay up to a maximum of twelve (12) counselling sessions to an overall maximum of five thousand (\$5,000) dollars per any one (1) Accident. This benefit will not pay for any counselling provided by persons who would not ordinarily charge a fee for their services.

The above indemnity will be paid to the person who actually incurred the expenses.

Indemnity under this section will be paid in excess of any other insurance or indemnity plans only for the amount which has not been covered after all other insurance or indemnity plans or other form of reimbursement have been exhausted, provided the amount is equal to or less than the reasonable and necessary charge.

### **Assault Benefit**

In the event an Insured Person suffers a Specific Loss resulting from an Injury and indemnity for such loss becomes payable under the section entitled "Specific Loss Accident Indemnity", the Insurer will pay an additional indemnity equal to ten percent (10%) of the applicable indemnity payable under that section, subject to a maximum of twenty-five thousand dollars (\$25,000), if the Injury is caused by an Assault on premises owned or rented by the Policyholder or if the Assault occurred while the Insured Person was Travelling on Company Business.

"Assault" means an indictable offence, attempted indictable offence, felony, attempted felony, misdemeanour, attempted misdemeanour, summary conviction offence, attempted summary conviction offence, riot or attempted riot, including but not limited to robbery, theft, bombing, kidnapping, hijacking, larceny, sniping and murder or any attempt to commit any of the aforementioned. The laws of the jurisdiction where the Injury occurs will govern as to whether an act constitutes an Assault as defined in this section.

"Travelling on Company Business" means any travel undertaken as part of the normal duties of the Insured Person's occupation with the Policyholder, but excluding commuting to or from the Insured Person's workplace.

No benefit will be payable under this section if the assault was the act of another employee of the Policyholder or an Immediate Family Member of the Insured Person or a member of the Insured Person's household.

### **Carjacking Benefit**

In the event an Insured Person suffers a Specific Loss resulting from an Injury and indemnity for such loss becomes payable under the section entitled "Specific Loss Accident Indemnity", the Insurer will pay an additional indemnity equal to ten percent (10%) of the applicable indemnity payable under that section if the Injury occurs during a carjacking of an automobile that the Insured Person was operating, getting into or out of, or riding as a passenger, subject to a maximum of ten thousand dollars (\$10,000). Verification of the carjacking must be made part of an official police report within twenty-four (24) hours of the carjacking, or as soon as reasonably possible, or be certified in writing by the investigating officer(s) within twenty-four (24) hours of the carjacking, or as soon as reasonably possible, and the Insurer must receive a copy of the relevant police report or certification in order for any indemnity to become payable under this section.

### **Public Transportation Benefit**

In the event an Insured Person suffers a Loss of Life resulting from an Injury and indemnity for such loss becomes payable under the section entitled "Specific Loss Accident Indemnity", the Insurer will pay an additional indemnity equal to one hundred percent (100%) of the payable indemnity if, at the time of the Accident, the Insured Person was riding as a passenger in a regularly scheduled public land, air or water conveyance licensed to carry fare-paying passengers, including a train, bus, taxi, subway, tramway, boat or commercial airplane.

### **Comatose Benefit**

In the event a Physician determines that an Insured Person has become Comatose as a result of an Injury, the Insurer will pay an indemnity equal to the amount of the Principal Sum less any other amount paid or payable under the section entitled "Specific Loss Accident Indemnity" as the result of the same Accident, provided:

- (1) The Insured Person becomes Comatose within three hundred and sixty five (365) days after the date of the Accident; and
- (2) The Insured Person has been Comatose for at least six (6) consecutive months.

"Comatose" means being in a state of total unconsciousness from which the person cannot be aroused. A Comatose person is unresponsive to any external stimuli and continuously requires the use of life support systems.

### **Aircraft Coverage**

Insurance provided under the Policy includes coverage for loss when such loss results from Injury sustained while and as a result of the Insured Person:

- (a) riding as a passenger, and not as a pilot, operator or member of the crew, in or on any aircraft having a current and valid certificate of airworthiness and being piloted by a person who then holds a current and valid pilot's license of a rating authorizing him to pilot such aircraft.

- (b) riding as a passenger, and not as a pilot, operator or member of the crew, in or on any aircraft operated by the Canadian Armed Forces or by a similar military service of any duly constituted governmental authority of any other recognized country.
- (c) boarding or alighting from or being struck by any aircraft.

### **Exposure and Disappearance Coverage**

In the event an Insured Person undergoes unavoidable exposure to natural elements and, as a direct result, suffers a Specific Loss for which indemnity would have been payable under the section entitled "Specific Loss Accident Indemnity" if it had been caused by an Accident, the Insurer will pay the amount specified for the same loss as in the section entitled "Specific Loss Accident Indemnity".

In the event an Insured Person is not found within one (1) year following the date of the disappearance or sinking or wrecking of the conveyance in which he was riding at the time of such disappearance or sinking or wrecking and under such circumstances as would otherwise be covered under the section entitled "Specific Loss Accident Indemnity", it will be presumed the Insured Person suffered a Loss of Life resulting from an Injury at the time of such disappearance, sinking or wrecking.

### **Brain Damage Benefit**

In the event an Insured Person suffers Brain Damage as a result of an Injury, the Insurer will pay the Principal Sum, less any other amount paid or payable under the section entitled "Specific Loss Accident Indemnity" as the result of the same Accident, provided:

- (1) The Insured Person incurs Brain Damage within one hundred and twenty (120) days from the date of the Accident; and
- (2) The Insured Person is hospitalized as a result of Brain Damage at least seven (7) of the first one hundred and twenty (120) days of the Injury; and
- (3) A Physician determines and the Insurer is satisfied that the Insured Person has evidence of Brain Damage for at least six (6) consecutive months.

"Brain Damage" means irreversible physical damage to the brain causing complete incapacity of performing all the substantial and material functions and activities normal to everyday life.

### **Aggregate Limit of Indemnity**

The Insurer's aggregate limit of indemnity for all indemnities payable as a result of any one

- (1) Accident for which an indemnity is provided hereunder is as stated in Item 4 of the Specific Provisions. In the event said limit of indemnity for any one (1) Accident is insufficient to pay the full amount of indemnity for each Insured Person, then the

amount payable for each Insured Person will be in the proportion that the limit of indemnity for any one (1) Accident bears to the total amount of indemnity that would have been payable, not taking into consideration such limit of indemnity.

This section only applies to indemnities payable under the following sections:

- Specific Loss Accident Indemnity
- Enhanced Child Benefit
- Permanent Total Disability Indemnity
- Brain Damage Indemnity
- Comatose Benefit

### **Indemnity Payment and Beneficiaries**

Indemnity payable in the event of the Loss of Life of an Insured Employee will be paid to the beneficiary or beneficiaries designated in writing by the Insured Employee on his most recently signed enrollment card or beneficiary designation card on file with the Policyholder or, if there is no such beneficiary designation with respect to the Insured Employee, such indemnity will be paid to the estate of the Insured Employee. All other indemnities payable, including those payable for the Insured Spouse and/or Dependent Children, will be paid to the Insured Employee, with the exception of indemnities payable under the following sections, for which the indemnity will be paid to the person who actually incurred the expenses giving rise to the indemnity:

- Repatriation Benefit
- Education Benefit

- Day-Care Benefit
- Workplace Modification and Accommodation Benefit
- Occupational Training Benefit
- Family Transportation Benefit
- Identification Benefit
- Home Alteration and/or Vehicle Modification Benefit
- Bereavement Benefit
- Funeral Expense Benefit
- Psychological Therapy Benefit

### **Individual Coverage Terminations**

Coverage of an Insured Person provided under the Policy will immediately terminate on the earliest of the following dates:

With respect to an Insured Employee:

- (1) on the date the Policy is terminated;
- (2) on the premium due date if the Policyholder fails to pay the required premium, except as the result of an inadvertent error;
- (3) on the premium due date coincident with or following the date the Insured Employee gives notice of cancellation to the Policyholder;
- (4) on the premium due date coincident with or following the date the Insured Employee reaches seventy (70) years of age;

(5) on the premium due date coincident with or following the date the Insured Employee ceases to be an active Employee of the Policyholder on account of leave of absence, lay-off, maternity/parental leave, disability, resignation, dismissal, pension or retirement, except as provided under the following sections:

- Waiver of Premium
- Continuation of Coverage During Approved Leaves
- Extension of Coverage

With respect to an Insured Spouse and/or Insured Dependent Child of an Insured Employee:

- (1) on the date such person ceases to satisfy the criteria for definition of "Spouse" or "Dependent Child" as presented in the Policy;
- (2) on the date such Insured Employee's coverage is terminated except as provided under the section entitled "Extension of Family Coverage".

### **Waiver of Premium**

When, under the Policyholder's basic group life insurance policy, an Insured Employee's life insurance coverage is extended under a waiver of premium provision as the result of total disability resulting from a Sickness or Disease, from a Sickness or Disease related to pregnancy, from an Injury or from an Accident, coverage under the Policy will also

be extended and waiver of premium granted. Premiums with respect to the Insured Spouse and Insured Dependent Children, if any, will also be waived whenever the Insured Employee's premiums are waived.

Premiums will continue to be waived until the earliest of the following dates:

- (a) the date the Policy is terminated; or
- (b) the date the Insured Employee reaches seventy (70) years of age; or
- (c) the date the Insured Employee ceases to be totally disabled; or
- (d) the date the Insured Employee fails to provide proof satisfactory to the Insurer of the continuance of total disability within ninety (90) days of request of such proof or refuses to submit to a medical examination requested by the Insurer.

The coverage which is continued under this section is subject to the terms and provisions of the Policy which are in effect on the date prior to commencement of total disability, including any provision providing for reductions in amounts of insurance or any indemnity.

Notwithstanding anything contained to the contrary in the Policy, in no event will indemnities payable for any event insured against which occurs while coverage is being continued under this section exceed the amount that would have been payable, if any, to the Insured Person at the date prior to commencement of total disability of the Insured Employee.

The Insurer has the right to request proof of total disability or the continuation thereof from time to time, as the Insurer may reasonably require. Failure to provide proof satisfactory to the Insurer may result in termination of the waiver of premium.

### **Extension of Family Coverage**

In the event of the death of an Insured Employee from any cause, individual coverage under the Policy will be continued for the Insured Spouse and/or Insured Dependent Children for a period of six (6) months, without payment of premium.

Indemnities which become payable as a result of coverage being extended under this section will be paid to the Insured Spouse, except in the event of the Loss of Life of an Insured Spouse, where indemnity for such loss will be paid to the estate of the Insured Spouse.

In the event there is no Insured Spouse, indemnities payable with respect to Insured Dependent Children will be payable as follows:

- (a) If the Child is a minor and the loss is not the Loss of Life of that Child, all indemnities payable will be paid in trust to the legal guardian of such Child.
- (b) If the Child is not a minor and the loss is not the Loss of Life of that Child, all indemnities payable will be paid to the Child.

- (c) Regardless of the age of the Child, the indemnity payable in the event of the Loss of Life of such Child will be paid to the estate of the Child.

This extension of coverage will terminate at 12:01 a.m., Standard Time, on the first (1<sup>st</sup>) day of the month following the completion of a six (6) month period which began on the date of death of the Insured Employee.

The coverage which is provided as a result of extension under this section will be subject to the terms and provisions of the Policy that were in effect as of the date of death of the Insured Employee, including any provision providing for reductions in amounts of insurance.

Notwithstanding anything contained to the contrary in the Policy, in no event will indemnities payable for any event insured against which occurs while individual coverage is being continued under this section exceed the amount that would have been payable to the Insured Person prior to the date of death of the Insured Employee.

### **Continuation of Coverage during Approved Leaves**

Individual coverage under the Policy will be continued for an Insured Employee and his Insured Spouse and/or his Insured Dependent Children during any approved leave of absence, temporary lay-off, maternity/parental leave or disability leave of the Insured Employee, provided payment of premium is continued.

This continuation of coverage will terminate at 12:01 a.m., Standard Time:

- (1) with respect to any leave of absence approved by the Policyholder, on the first (1<sup>st</sup>) day of the month following the completion of a twelve (12) month period that started on the date such approved leave of absence began or on the date the Insured Employee returns to work in any capacity for the Policyholder or any other employer, including self-employment, whichever is earlier. Continuation of coverage for periods in excess of twelve (12) months may be granted, provided written request is submitted by the Policyholder to the Insurer;
- (2) with respect to any temporary lay-off approved by the Policyholder, on the first (1<sup>st</sup>) day of the month following the completion of a twelve (12) month period that started on the date such approved temporary lay-off began or on the date the Insured Employee returns to work in any capacity for the Policyholder or any other employer, including self-employment, whichever is earlier. Continuation of coverage for periods in excess of twelve (12) months may be granted, provided written request is submitted by the Policyholder to the Insurer;
- (3) with respect to strike, on the thirty-first (31<sup>st</sup>) day following the commencement of the strike;

- (4) with respect to any maternity/parental leave approved by the Policyholder, on the date the Insured Employee returns to work in any capacity for the Policyholder or any other employer, including self-employment; and
- (5) with respect to any disability leave approved by the Policyholder, on the date the Insured Employee reaches sixty-five (65) years of age, or returns to work in any capacity, whichever is earlier.

The coverage which is provided as a result of continuation under this section will be subject to the terms and provisions of the Policy that were in effect as of the date of commencement of the leave, including any provision providing for reductions in amounts of insurance.

Notwithstanding anything contained to the contrary in the Policy, in no event will indemnities payable for any event insured against which occurs while individual coverage is being continued under this section exceed the amount that would have been payable to the Insured Person at the date of commencement of the leave of the Insured Employee.

### **Extension of Coverage**

Individual coverage under the Policy will be continued for a period of up to twelve (12) months for an Insured Employee whose employment has been terminated by the Policyholder provided such continuation of

coverage is required by any applicable provincial or federal employment law or by a severance package agreement received by the Insured Employee from the Policyholder and payment of premium in accordance with the Specific Provisions is continued. Under such conditions, individual coverage with respect to the Insured Spouse and/or Insured Dependent Children will also continue, provided payment of premium is continued.

This extension of coverage will terminate at 12:01 a.m., Standard Time, on the first (1<sup>st</sup>) day of the month following either the completion of the twelve (12) month period or the date the Insured Employee returns to work in any capacity, whichever is earlier.

Extensions of coverage for periods in excess of twelve (12) months may be granted, provided written request is submitted by the Policyholder to the Insurer.

The coverage which is provided as a result of extension under this section will be subject to the terms and provisions of the Policy which were in effect as of the date of termination of employment, including any provision providing for reductions in amounts of insurance.

Notwithstanding anything contained to the contrary in the Policy, in no event will indemnities payable for any event insured against which occurs while coverage is being continued under this clause exceed the amount that would have been payable to the Insured Employee at the date of termination of employment.

### **Conversion to an Individual Insurance Contract**

In the event an Insured Employee's coverage is terminated because:

- a) the Insured Employee ceases to be an active Employee of the Policyholder on account of resignation, dismissal, retirement or failure to return to work for the Policyholder following a period of total disability; or
- b) the Insured Employee ceases to be an eligible person under the Policy, as described under item 2 of Specific Provisions of the Policy; or
- c) the period of extension of his coverage as provided in the "Extension of Coverage" section ends,

the Insured Employee who has not yet reached the age of seventy (70) years of age may make a written application to the Insurer within thirty-one (31) days of said termination to obtain an individual accident policy. On reception of such application, the Insurer will, without evidence of insurability, issue an individual accident policy to the applicant.

However, conversion will not be possible if the Policy is terminated at the time of the application.

The benefits provided will be set out in a Specific Loss Accident Indemnity schedule available from the Insurer at the time of conversion, and the amount of insurance that may be converted will not exceed the lesser of:

- (a) the amount of insurance then in effect on the date of termination; or
- (b) a total aggregate amount of two hundred and fifty thousand dollars (\$250,000) for all such conversions by any Insured Employee.

Premiums for such an individual accident policy being issued in compliance with the aforementioned condition will be calculated at the Insurer's rates then in force for the attained age of such Insured Employee at the date of conversion. Premiums will be payable annually in advance and the accident policy will be issued on an annually renewable basis.

### **Retirement**

The insurance of an Insured Employee who retires from service with the Policyholder prior to age sixty-five (65) will remain in force, by payment of premium at the regular premium rate, until the end of the month during which such Insured Employee reaches sixty-five (65) years of age. Coverage with respect to the Insured Spouse and/or Insured Dependent Children will be continued while the Insured Employee's insurance remains in force, provided payment of premium is continued.

The insurance of an Insured Employee will remain in force beyond the end of the month during which the sixty-fifth (65th) birthday or date of retirement occurs, if such is later, by payment of premium at the regular premium rate. However, insurance with respect to such Insured Employee

- (1) will be limited to a maximum of one hundred thousand dollars (\$100,000),
- (2) will not exceed the Principal Sum with respect to Quadriplegia, Paraplegia and Hemiplegia and
- (3) will terminate at the end of the month during which the Insured Employee reaches seventy (70) years of age.

No indemnity will be payable under the section entitled "Permanent Total Disability Indemnity" on or after the date of retirement, insurance cannot be increased after the date of retirement and any excess premium inadvertently accepted by the Insurer will be returned to the Insured Employee.

### **Exclusions**

No benefit will be paid for any loss, fatal or non-fatal, caused or contributed to by:

- (a) self-inflicted injuries, suicide or attempted suicide, whether the Insured Person was sane or insane;
- (b) war, whether declared or undeclared, and whether or not the Insured Person was actually participating therein within Canada and the United States of America;
- (c) civil commotion, riot, insurrection, armed conflict if the Insured Person was participating therein;

- (d) the Insured Person's service, whether as a combatant or non-combatant, in the armed forces of any country;
- (e) the Insured Person riding as a passenger or otherwise in any vehicle or device for aerial navigation, other than as provided in the section entitled "Aircraft Coverage";
- (f) medical treatment or surgery on the Insured Person, except if the medical treatment or surgery was needed because of an Accident.

### Claims Provisions

**Notice of Claim** Written notice of Injury on which claim is based must be given to the Insurer within thirty (30) days after the date of the Accident resulting in such Injury. Such notice must be given in writing by or on behalf of the Insured Person, his beneficiary or the person who is entitled to the indemnity under the Policy, as the case may be, to the Insurer at 2020 University Street, Suite 1800, Montreal (Quebec), H3A 2A5, or to any regional office of the Insurer or to any authorized agent of the Insurer, with particulars sufficient to identify the Insured Person whose loss is the basis of such notice. Failure to give such notice within the time provided in the Policy will not invalidate any claim if it is shown not to have been reasonably possible to give such notice during such time and that such notice was given as soon as was reasonably possible, but in no event later than one (1) year after the date of the Accident.

**Claim Forms** The Insurer, upon receipt of such notice, agrees to furnish to the claimant such forms as are usually furnished by it for filing proof of loss. If such forms are not so furnished within fifteen (15) days after the Insurer's receipt of such notice, the claimant will be deemed to have complied with the requirements of the Policy as to proof of such loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, character and extent of the loss for which claim is made.

**Proof of Loss** Written proof of loss must be furnished to the Insurer within ninety (90) days after the date of Accident resulting in such loss. Failure to furnish such proof within such time will not invalidate any claim if it is shown not to have been reasonably possible to furnish such proof during such time and that such proof was furnished as soon as was reasonably possible, but in no event later than one (1) year after the date of the Accident.

**Physical Examination and Autopsy** The Insurer will have the right and opportunity to examine, at its own expense, the person of the Insured Person whose loss is the basis of claim under the Policy, where and so often as it may reasonably require while it determines the validity of a claim hereunder, and, in the case of death, the right and opportunity to require an autopsy where it is not forbidden by law.

**Payment of Claims** All indemnities provided in the Policy for loss will be paid after customary proof of loss satisfactory to the Insurer has been given in accordance with the requirements of the Policy. With respect to

Insured Persons of the Policyholder for whom premium is paid in Canadian funds, all moneys payable under the Policy are payable in the lawful money of Canada. With respect to Insured Persons of a Policyholder who pays the premium in U.S. funds, all moneys payable under the Policy are payable in the lawful money of the United States of America.

**Legal Actions** Legal action will not be taken to recover indemnities under the Policy until sixty (60) days after proof of loss has been submitted to the Insurer in accordance with the requirements of the Policy. Thereafter, the claimant must take any legal action based on the Policy within a one (1) year period [three (3) years in the province of Quebec] following submission of a proof of loss to the Insurer.

**Conformity with Provincial or Territorial**

**Law** If any time limitation specified in the Policy for giving notice of claim, or giving proof of loss, or undertaking legal action is less than that permitted by law of the province, territory or state in which the Insured Person is residing at the time of the Accident resulting in loss, then the time limitation will not be less than that provided for by provincial, territorial or state law.