

Policy Wording

Hospital Cash

This Policy Wording details the Hospital Cash benefits insured by AIG Insurance Company of Canada (“the Company”). The Policy Wording, together with the Application and Declaration Page form your complete policy. Please read these documents carefully.

Coverage is subject to certain limitations and exclusions, which are explained in this Policy Wording.

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Section 1 - Term of Coverage

1.1 Effective Date Of Coverage

The insurance is effective on the Effective Date.

1.2 Termination Of Coverage

The insurance of the Insured Person shall immediately end on the earliest of:

- the Policy Expiration Date stated in the Declarations;
- the date of the Insured Person's death;
- the Insured Person's 70th birthday
- the premium due date following the date Goose Insurance Services Inc. receives a written cancellation request from the Policyholder
- the date any required premium is not paid when due, subject to the Grace Period provision.

1.3 Renewal Agreement

This policy may be renewed for further consecutive periods by the payment of premium in advance of the Policy Expiration Date at the Company's premium rate in force at the time of renewal, subject to the Company's right to decline renewal of this Policy. The Company's acceptance of premium and issuance of a new Declarations Page shall constitute its consent to renewal. Unless renewed as herein provided, this policy shall terminate at the expiration of the period for which premium has been paid. This Policy may not be renewed after the Insured Person's 70th birthday.

1.4 Grace Period Provision

A Grace Period of 31 days will be provided for the payment of any premium due after the initial premium payment. During the Grace Period the policy continues in force. This policy will terminate on the last day of the Grace Period if the Insured Person does not pay all premiums due by the last day of the Grace Period.

No Grace Period will be provided if Goose Insurance Services Inc. receives a written cancellation request from the Insured Person prior to the premium due date.

Section 2 - Policy Definitions

In this policy all words and phrases that have capitalized initial letters (except titles) have special meanings which are as follows:

"Company" means AIG Insurance Company of Canada.

"Declaration(s)" means the Declarations relating to this policy set out on the Declaration Page that sets out the detail of the product purchased.

"Declaration Page" means the computer printout, electronic copy or policy document that sets out the Declarations.

"Effective Date" means the date stipulated as the date stated within the Declarations as the date from which coverage begins under this policy.

"Hospital" means an establishment which:

- a. holds a license as a Hospital (if licensing is required in the jurisdiction);
- b. operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- c. provides 24 hour a day nursing service by registered or graduate nurses;
- d. has a staff of one or more licensed Physicians available at all times;
- e. provides organized facilities for diagnosis, and major medical surgical facilities;
- f. is not primarily a clinic, nursing, rest or convalescent home, health spa, a place for custodial care, a home for the aged, or similar establishment; and
- g. is not, other than incidentally, a place for the treatment of alcohol or drug addiction, tuberculosis, or mental illness.

The term "Hospital" used in the policy shall also include a rehabilitation hospital when recommended by a physician, and if the Insured Person is transferred directly from a hospital to a rehabilitation hospital.

"Immediate Family" means a person who is related to the Insured Person in any of the following ways: a Spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (including legally adopted or stepchild).

"Insured Person" means the individual specified in the Declarations.

"Physician" means a medical doctor, other than the Insured Person or the Insured Person's Immediate Family, who is licensed to administer medical treatment and prescribe drugs in the place where he or she provides medical services. The following are not considered to be Physicians: naturopath, herbalist and homeopath.

"Spouse" means a person who is under the age of 70 and who is either:

- a. legally married to the Insured Person, or if there is no such person;
- b. a person who, although not legally married to the Insured Person, is cohabitating with the Insured Person for a period of at least one year and is publicly represented as the Insured Person's domestic partner in the community in which they reside.

Section 3 - Benefits and Coverages

3.1 Hospital Cash Benefit

The Company will pay the Insured Person the daily benefit selected as per the Policy Details for the first 120 days while such person is confined to a Hospital for three consecutive days or more and under the care of a licensed Physician. The total Hospital stay will be equal to the total number of days billed by the Hospital as shown on the Hospital discharge papers. Benefits are retroactive to the first day of Hospital confinement. Such period of Hospital confinement must be necessary because of injury, illness or childbirth and must begin while insurance under this policy is in force with respect to such Insured Person.

If any injury or illness requires more than one period of Hospital confinement then the maximum benefit period of 120 days will be reinstated provided that at least 61 days has elapsed between such periods of Hospital confinement.

Section 4 - Exclusions

No coverage shall be provided under this policy and no payment shall be made for any claim resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following:

- a. suicide or any attempt thereof by the Insured Person while sane or insane;
- b. self-inflicted injury or any attempt thereof by the Insured Person while sane or insane;
- c. declared or undeclared war or any act thereof;
- d. injury or illness sustained while the Insured Person is on full-time active duty in the armed forces or organized reserve corps of any country or international authority;
- e. the commission or attempted commission by an Insured Person or injury incurred while an Insured Person is in the course of committing or attempting to commit any act which if adjudicated by a court would be an indictable offence under the laws of the jurisdiction where the act was committed; and
- f. the Insured Person's voluntary participation in any riot or civil insurrection.

Section 5 - General Provisions

These General Provisions are applicable to this policy as a whole. Please read each section to see further additional conditions and provisions relating to that section.

The Policy

The policy between the Insured Person and the Company consists of:

- a. the application;
- b. this policy;
- c. the Declarations Page; and
- d. any written amendment(s) to the policy issued by the Company.

The policy can be changed or amended without the consent of the Insured Person or agent.

Amendments

Only the Chief Agent of the Company or his or her authorized representative has authority to waive or agree to amend any part of this policy on behalf of the Company.

Waiver

The Company shall be deemed not to have waived any condition of this policy, either in whole or in part, unless the waiver is clearly expressed in writing and signed by the Company.

Material Facts

No statement made by the Insured Person at the time of application for the policy may be used in defense of a claim under or to avoid the policy unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

Right To Return Policy

The Insured Person may return this policy for any reason within the later of: (1) 30 days after receiving it; or (2) 30 days after the coverage becomes effective. It may be returned by mail, e-mail or in person to the Agency or the Company. Any premium paid will be refunded and this policy will be treated as if it were never issued.

Notice

Any notice required or permitted to be given to or by the Insured Person or the Company pursuant to this policy shall be in writing and shall be deemed to be properly given if sent by registered mail to the applicable party at the address indicated on the Declaration Page.

Notice And Proof Of Claim

The Insured Person or its agent, or a beneficiary entitled to make a claim or his or her agent:

- a. Shall give written notice of claim to the Company by delivery thereof, or by sending it by registered mail, to the Head Office of the Company or to the address set out in the Declarations, not later than 30 days from the date of the Hospital confinement covered by this policy;
- b. Within 90 days from the date of the Hospital confinement, furnish to the Company such proof of claim as is reasonably possible in the circumstances of the happening thereby; and
- c. If so required by the Company, furnish a certificate as to the cause and nature of the Hospital confinement, for which the claim is made and as to the duration of the Hospital confinement.

Failure To Give Notice Or Proof

Failure to give notice of claim or furnish proof of claim within the time prescribed under Notice and Proof of Claim will not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible and in no event later than one year from the date of the Hospital confinement and if it is shown that it was not reasonably possible to give notice or furnish proof within the time as prescribed.

Right Of Examination

The Company has the right, and the Insured Person making a claim shall afford to the Company an opportunity, to examine him or her when and as often as the Company may reasonably require while the claim hereunder is pending.

When Moneys Payable

The Company shall pay, within 60 days after it has received sufficient proof of claim and the name of the person entitled to benefits in connection with such claim, all moneys payable under this policy.

Limitation Of Actions

Every action or proceeding against an insurer for the recovery of insurance money payable under the policy is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of Alberta and British Columbia), The Insurance Act (for actions or proceedings governed by the laws of Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), The Limitations Act (for actions or proceedings governed by the laws of Saskatchewan) or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code.

Payment Of Claims

Unless otherwise specified herein:

- a. any accrued other benefits payable but unpaid at the Insured Person's death will be paid to the Insured Person's estate; and
- b. all other benefits are payable to or on behalf of the Insured Person.

Section 6 - Additional Provisions

Currency

All moneys payable under this policy are payable in the lawful money of Canada unless otherwise stated.

Assignment

The Insured Person cannot assign this policy without the consent of the Company. Neither the insurance provided hereunder nor benefits payable hereunder may be assigned.

Non-participating

The Insured Person is not entitled to share in the profits or surplus of the Company.

Governing Law

The relationship between the Company and the Insured Person shall be subject to the laws of the Insured Person's Canadian province or territory of residence at the time his or her insurance coverage hereunder comes into effect.

Conformity With Applicable Law

Any provision of this policy, which is in conflict with any federal, provincial, territorial or other applicable law of an Insured Person's place of residence, is hereby amended to conform to the minimum requirements of that law.

The Company will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose the Company, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

This policy will not cover any loss or legal liability arising directly or indirectly from planned or actual travel in, to, or through Iran, Syria, Sudan, North Korea or the Crimea region.

Not In Lieu Of Worker's Compensation

This policy is not in lieu of and does not affect any requirement for coverage under workers' compensation legislation or similar law.

Clerical Error

Clerical error on the part of the Company or the Insured Person in the keeping of records for furnishing of information shall not void the Insured Person's insurance otherwise validly in force, provided the proper premium remittance is made, nor shall it continue the Insured Person's insurance otherwise validly terminated under the terms of the policy.

By signing below, the President and Chief Executive Officer of the Company agrees on behalf of the Company to all the terms of this policy.



President and Chief Executive Officer
AIG Insurance Company of Canada



Countersigned by Authorized Representative

This policy shall not be valid unless signed at the time of issuance by an authorized representative of the Company.

Despite any other provision of this policy, this policy is subject to the statutory conditions in the Insurance Act respecting policies of accident and sickness insurance.