

Policy Wording

Accidental Death & Dismemberment, In-Country Accidental Para-Medical, and Weekly Accident Indemnity

This Policy Wording details the Accidental Death & Dismemberment, In-Country Accidental Para-Medical and Weekly Accident Indemnity 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.

This insurance is designed to cover certain medical expenses resulting from unanticipated Accidents. Coverage is subject to certain limitations and exclusions, which are explained in this Policy Wording.

Table of Contents

Section 1 - Term of Coverage	3
1.1 Effective Date of Coverage	4
1.2 Termination of Coverage	4
1.3 Renewal Agreement	4
1.4 Grace Period Provision	4
Section 2 - Policy Definitions	4
Section 3 - Benefits and Coverages	7
3.1 Accidental Death and Dismemberment Benefit	7
3.2 Exposure and Disappearance Benefit	9
Section 4 – Additional Benefits	9
4.1 Permanent and Total Disability	9
4.2 Rehabilitation Benefit	9
4.3 Home Alteration and Vehicle Modification Benefit	9
4.4 Psychological Therapy Benefit	10
4.5 In-Hospital Benefit	10
4.6 Family Transportation Benefit	10
4.7 Repatriation Benefit	11
4.8 Identification Benefit	11
4.9 Seatbelt and Airbag Benefit	11
4.10 Day Care Benefit	12
4.11 Dependent Child Educational Benefit	12

4.12 Spousal Educational Benefit	12
4.13 Funeral Expense Benefit	13
4.14 Bereavement Benefit	13
4.15 Coma Benefit	13
4.16 Disability Fitness Benefit	13
4.17 Burn Benefit	13
4.18 Fracture Benefit	14
4.19 In-Country Accidental Para-Medical Expense Benefit	16
4.20 Accidental Dental Expense Benefit	17
4.21 Prosthetic Device Benefit	17
4.22 Eyeglasses and Contact Lens Expense	17
Section 5 – Weekly Accident Indemnity	17
Weekly Accident Indemnity Definitions	17
5.1 Weekly Accident Indemnity – Total Disability Benefit	18
5.2 Weekly Accident Indemnity – Partial Disability Benefit	19
Conditions Applicable To The Weekly Accident Indemnity Benefit	19
Weekly Accident Indemnity Benefit Exclusions	19
Section 6 - Beneficiary Designation	20
Section 7 - Exclusions and Limitations	20
Limitations	20
Limitation On Multiple Benefits	21
Exclusions	21
Section 8 - General Provisions	22
The Policy	22
Amendments	22
Waiver	22
Material Facts	22
Right To Return Policy	23
Notice	23
Notice And Proof Of Claim	23

Failure To Give Notice Or Proof	23
Right Of Examination	23
When Moneys Payable	23
Limitation Of Actions	23
Payment Of Claims	24
Section 9 - Additional Provisions	24
Currency	24
Assignment	24
Non-participating	24
Governing Law	24
Conformity With Applicable Law	24
Not In Lieu Of Worker's Compensation	24
Clerical Error	24

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:

- a. the Policy Expiration Date stated in the Declarations;
- b. the date of the Insured Person's death;
- c. the Insured Person's 65th birthday
- d. the premium due date following the date Goose Insurance Services Inc. receives a written cancellation request from the Policyholder
- e. 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. 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 65th 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:

"Accident" or **"Accidental"** means a single, sudden, unintended, unexpected event which arises from a source external to an Insured Person and is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof.

"Activities of Daily Living" means the following six activities:

1. **Maintaining continence:** controlling urination and bowel movements, including the ability to use ostomy supplies or other devices such as catheters;
2. **Transferring:** moving between a bed and a chair, or a bed and a wheelchair;
3. **Dressing:** putting on and taking off all necessary items of clothing;
4. **Toileting:** getting to and from a toilet, getting on and off a toilet, and performing associated personal hygiene;
5. **Eating:** performing all major tasks of getting food into the body; and

6. **Bathing:** washing in either a tub or shower, including the task of getting in or out of the tub or shower.

"Aircraft" means a vehicle used for aerial navigation which has a valid certificate of airworthiness and is being flown by a pilot with a valid license to operate the Aircraft.

"Charter Flight" means air travel that is chartered for a specific trip, or part of a trip, and the air travel is not part of an airline's regularly scheduled flight.

"Coma" means a profound state of unconsciousness as a result of Injury that lasts for a period of at least 96 hours and from which the Insured Person cannot be aroused to consciousness, even by powerful stimulation, as determined by a Physician.

"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 details of the product purchased.

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

"Dependent Child" means a person who is either the natural child, adopted child or step-child if the Insured Person or an infant to which the Insured Person is "in loco parentis", and who is:

- a. under 23 years of age, unmarried and dependent upon the Insured Person for maintenance and support and who is not engaged in gainful employment more than 25 hours per week at the time of Loss;
- b. under 26 years of age and unmarried and in attendance at an Institution of Higher Learning and dependent upon the Insured Person for maintenance and support and who is not engaged in gainful employment more than 25 hours per week at the time of Loss; or
- c. by reason of mental or physical infirmity, incapable of self-sustaining employment and who is considered a dependent child of the Insured Persons within the terms of the Income Tax Act (Canada).

"Dislocation" or **"Dislocated"** means that one or more bones are out of place, out of joint, or out of position. Dislocation does not include fingers and toes.

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

"Fracture" means a break or rupture in the continuity of the bone or cartilage and includes, but is not limited to: complete fractures; compound fractures; compression fractures; depressed fractures; open fractures; simple fractures. Fracture does not include Hairline Fracture.

"Hairline Fracture" means a break that appears as a narrow crack along the surface of the bone.

"Hospital" means an establishment which:

1. holds a license as a Hospital (if licensing is required in the jurisdiction);
2. operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
3. provides 24 hour a day nursing service by registered or graduate nurses;
4. has a staff of one or more licensed Physicians available at all times;
5. provides organized facilities for diagnosis, and major medical surgical facilities;
6. is not primarily a clinic, nursing, rest or convalescent home or similar establishment; and
7. is not, other than incidentally, a place for the treatment of alcohol or drug addiction.

“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).

“Injury” means bodily injury sustained by an Insured Person which is Accidental and is the direct cause of loss and occurs while the Insured Person’s insurance under this contract is in force.

“Inpatient” means confined overnight as a registered bed patient in a Hospital where at least one day’s room and board is charged. The confinement must be on the advice of a Physician.

“Institution of Higher Learning” as used herein includes, but is not limited to, any university, private post secondary college or trade school, and any College of General and Vocational Education/ Collège d’enseignement général et professionnel (CÉGEP).

“Insured Person” means the individual specified in the Declarations.

“Leased Aircraft” means an Aircraft owned by a person other than the Insured Person that is used by the Insured Person under the terms of a fixed agreement for a specified duration of time.

“Loss” or “Losses” when used with reference to:

- a. **“Quadriplegia”, “Paraplegia” and “Hemiplegia”** means the complete and irreversible paralysis of such limbs;
- b. **“Hand” or “Foot”** means the complete severance through or above the wrist or ankle joint, but below the elbow or knee joint;
- c. **“Arm” or “Leg”** means the complete severance through or above the elbow or knee joint;
- d. **“Thumb and Index Finger”** means the complete severance through or above the first phalange;
- e. **“Finger”** means the complete severance through or above the first phalange of any of the five terminating members of the hand;
- f. **“All Toes”** means the complete severance of all toes on a foot as determined by a Physician;
- g. **“The Entire Sight of One Eye”** means the total and irrecoverable Loss of Sight such that corrected visual acuity must be 20/200 or less in such eye;
- h. **“The Entire Sight of Both Eyes”** means the total and irrecoverable Loss of Sight in Both Eyes such that corrected visual acuity must be 20/200 or less and the field of vision must be less than 20 degrees in both eyes. A Physician certified in ophthalmology must clinically confirm the diagnosis in writing;
- i. **“Hearing in One Ear”** means the diagnosis of permanent Loss of Hearing in One Ear, with an auditory threshold of more than 90 decibels. A Physician certified in otolaryngology must confirm the diagnosis in writing;
- j. **“Hearing”** means the diagnosis of permanent Loss of Hearing in Both Ears, with an auditory threshold of more than 90 decibels in each ear. A Physician certified in Otolaryngology must confirm the diagnosis in writing; and
- k. **“Speech”** means complete and irrecoverable Loss of the ability to utter intelligible sounds.

“Loss” when used herein may also include “Loss of Life”.

“Owned Aircraft” means an Aircraft to which the Insured Person or an Insured Person’s Immediate Family holds legal or equitable title such that the Insured Person can use, alter or sell the Aircraft as they wish.

“Period(s) of Confinement” means a time period of continuous confinement as an Inpatient in a Hospital. If the confinement follows a previously covered confinement, it will be deemed a continuation of the first confinement unless the later confinement is the result of an entirely unrelated Injury or the confinements are separated by 90 days or more.

“Permanent and Total Disability” means Injury which prevents an Insured Person from performing at least two of the six Activities of Daily Living, without assistance from another person. Also, the Insured Person must be determined, on evidence satisfactory to the Company, to be and remain, as of 12 months after the date of the Injury, incapable of performing at least two of the six Activities of Daily Living without assistance from another for the remainder of his or her life. The disability must be determined to be total, permanent, and irreversible and certified to be such by a Physician acceptable to the Company. The Insured Person’s inability to actually obtain employment is not a criteria to qualify for the Permanent and Total Disability benefit.

“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.

“Principal Sum” means the amount specified in the Declarations as the “Principal Sum”.

“Private Passenger Type Automobile” means any means of transportation not operated for commercial purposes, designed to carry passengers and that is pulled, propelled or fueled in any way, including cars, trucks, motorcycles, mopeds, snowmobiles or boats.

“Professional” or **“Semi-Professional”** means a sport or activity undertaken for wage, reward or profit of any kind.

“Prosthetic Device” or **“Prosthesis”** means a removable artificial substitute or replacement of a part of the body. It does not include:

- a. dental aids, including false teeth,
- b. eyeglasses,
- c. cosmetic prosthesis such as hair wigs,
- d. other types of prosthesis devices that are permanently implanted such as artificial hip or tooth,
- e. any experimental prosthesis,
- f. any auditory prosthesis (a device that substitutes for or enhances ability to hear).

“Spouse” means a person who is under the age of 65 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.

“Table of Losses” means the table set out in Section 3.1 of this policy.

Section 3 - Benefits and Coverages

3.1 Accidental Death and Dismemberment Benefit

If an Insured Person sustains a covered Loss resulting from Injury that occurs within 365 days after the date of Loss, the Company will pay the indicated percentage of the Principal Sum as set out in the following Table of Losses. If the Insured Person sustains more than one Loss as a result of the same Injury, only one amount, the largest, will be paid.

Table of Losses	Percentage Principal Sum Payable
Loss	

Loss of Life	100%
Loss of Both Hands or Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and the Entire Sight of One Eye	100%
Loss of One Foot and the Entire Sight of One Eye	100%
Brain Death	100%
Loss of One Arm or One Leg	80%
Loss of One Hand or One Foot	75%
Loss of The Entire Sight of One Eye	75%
Loss of Thumb and Index Finger of the Same Hand	33.3%
Loss of Speech and Hearing	100%
Loss of Speech or Hearing	75%
Loss of Hearing in One Ear	66.7%
Loss of Four Fingers of One Hand	33.3%
Loss of All Toes of One Foot	25%
Loss of Use	
Loss of Use of Both Arms or Both Hands	100%
Loss of Use of One Hand or One Foot	75%
Loss of Use of One Arm or One Leg	80%
Paralysis	
Quadriplegia (total paralysis of both upper and lower limbs)	Two times the Principal Sum up to a maximum of \$1 million
Paraplegia (total paralysis of both lower limbs)	Two times the Principal Sum up to a maximum of \$1 million
Hemiplegia (total paralysis of upper and lower limbs of one side of the body)	Two times the Principal Sum up to a maximum of \$1 million

3.2 Exposure and Disappearance Benefit

If the body of an Insured Person has not been found within one year of the forced landing, stranding, sinking or wrecking of a conveyance in which such person was an occupant, then, for the purposes of this policy such Insured Person shall, in the absence of any evidence to the contrary, be deemed to have suffered Loss of Life.

Section 4 – Additional Benefits

Subject to the conditions applicable to each of the additional benefits set out below, the Company shall pay additional benefits, up to the maximum amount specified for each such benefit, if an Insured Person suffers an Injury.

4.1 Permanent and Total Disability

If an Insured Person suffers Injury causing Permanent and Total Disability, the Company shall pay the amount which is 50% of the Principal Sum for the Insured Person less any amounts under the Weekly Accident Indemnity Benefit and the Table of Losses which have been paid or which are payable by the Company for or related to such Injury of the Insured Person.

4.2 Rehabilitation Benefit

If an Insured Person suffers Injury resulting in a Loss (other than Loss of Life) for which the Company has paid a benefit set out in the Table of Losses, the Company shall pay the reasonable and necessary expenses actually incurred for the occupational training of the Insured Person, provided that:

- a. 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 having suffered such Injury;
- b. the training expenses are incurred within two years from the date of the Accident causing such Injury; and
- c. no payment shall be made for ordinary living, travelling or clothing expenses.

The maximum amount payable for this benefit for all Injuries resulting from any one Accident is \$15,000 per Insured Person.

4.3 Home Alteration and Vehicle Modification Benefit

If an Insured Person suffers Injury resulting in a Loss (other than Loss of Life) for which the Company has paid a benefit set out in the Table of Losses and which Loss results in and necessitates the use of a wheelchair in order for the Insured Person to be ambulatory, the Company shall pay the reasonable and necessary expenses actually incurred for:

- a. the one-time cost of alterations to the injured Insured Person's residence to make the residence wheel-chair accessible and habitable; and
- b. the lesser of:
 - i. the one-time cost of modifications necessary to a motor vehicle, owned by the injured Insured Person, to make the vehicle accessible or drivable for the Insured Person; and
 - ii. the one-time cost to purchase a wheelchair accessible specially modified vehicle, with the prior approval of the Company.

This benefit is payable only if:

- a. home alterations are made on behalf of the Insured Person and carried out by an experienced individual in such alterations and recommended by a recognized organization providing support and assistance to wheel-chair users; and

- b. vehicle modifications are made on behalf of the Insured Person and carried out by an experienced individual in such matters and modifications are approved by the Provincial vehicle licencing authorities in the Insured Person's province of residence.

The maximum amount payable for this benefit for all Injuries resulting from any one Accident is \$15,000 per Insured Person.

4.4 Psychological Therapy Benefit

If an Insured Person suffers Injury resulting in a Loss (other than Loss of Life) for which the Company has paid a benefit set out in the Table of Losses and subsequently as a result of such Injury and Loss, the Insured Person requires, within two years from the date of such Injury, Psychological Therapy as prescribed by a Physician, the Company will pay the reasonable and customary expenses for Psychological Therapy.

"Reasonable and Customary" means the lesser of:

- a. the usual charge made by Physicians or other health care providers for a given service or supply;
- b. the charge determined to be the prevailing charge made by Physicians or other health care providers for a given service or supply in the geographical area where it is furnished; or
- c. the amount negotiated by the Company and the health care provider.

"Psychological Therapy" means treatment or counselling by a therapist or counselor, who is licenced, registered, or certified to provide such treatment, whether such treatment is on an out-patient basis or provided while a patient at a medical facility licenced to provide such treatment.

The maximum amount payable for this benefit for all Injuries resulting from any one Accident is \$5,000 per Insured Person.

4.5 In-Hospital Benefit

If an Insured Person suffers Injury resulting in a Loss (other than Loss of Life) for which the Company has paid a benefit set out in the Table of Losses and as a consequence of such Loss, the Insured Person is, pursuant to the instructions of a Physician, confined to a Hospital for more than five consecutive overnight stays, the Company will pay:

- a. for a Period of Confinement of more than 30 consecutive overnight stays, 1% of the Insured Person's Principal Sum; or
- b. for a Period of Confinement of 30 consecutive overnight stays or less, 1/30th of the amount determined in accordance with Section 4.5 (a) for each overnight stay in Hospital.

The Company will pay this benefit monthly, retroactive to the first overnight stay of confinement in-Hospital.

The maximum amount payable for this benefit for all Injuries resulting from any one Accident is \$2,500 per month per Insured Person.

Benefits are not payable for more than a total of 12 months of confinement for any one Accident causing Injury.

Successive Periods of Confinement for Injury resulting from the same Accident, if separated by a period of less than 90 days, are considered one Period of Confinement for the purposes of calculating this benefit.

4.6 Family Transportation Benefit

If an Insured Person suffers Injury resulting in a Loss (other than Loss of Life) for which the Company has paid a benefit set out in the Table of Losses and if such Loss requires that the Insured Person be confined to a Hospital located more than 100 kilometres from his or her permanent place of residence, the Company shall pay the reasonable and necessary

expenses actually incurred for the transportation of one Immediate Family member to such Hospital. This benefit is only payable if:

- a. confinement to Hospital occurs within 365 days of the Accident causing Injury; and
- b. reimbursement of expenses are limited to the cost of one economy class return airfare via the most direct route, or the equivalent amount toward another type of common carrier transportation for such Immediate Family member.

The maximum amount payable for this benefit for all Injuries resulting from any one Accident is \$15,000 per Insured Person.

4.7 Repatriation Benefit

If an Insured Person suffers Injury causing Loss of Life for which a benefit is paid or payable under this policy by the Company and:

- a. such Loss of Life occurs more than 50 kilometres from his or her permanent city of residence; and
- b. such Loss of Life occurs within three hundred and 365 days of the date of the Accident causing the Injury,

the Company shall pay the actual expenses incurred for preparing the deceased Insured Person for burial or cremation and shipment of the body to the city of residence of the deceased Insured Person.

The maximum amount payable for this benefit is \$15,000 per Insured Person.

4.8 Identification Benefit

If an Insured Person suffers Injury causing Loss of Life for which a benefit is paid or payable under this policy by the Company and the Insured Person's body requires identification, the Company will pay to one Immediate Family member of the Insured Person the reasonable and necessary expenses actually incurred by such Immediate Family member for:

- a. commercial lodging and board while en route and from, during the stay in, or both en route to and from and during the stay in the city or town where the body is located (not to exceed a maximum duration of three consecutive nights); and
- b. transportation by the most direct route to such location.

This benefit is payable by the Company only if the body of the Insured Person is located not less than 150 kilometres from the said Immediate Family member's normal place of residence and the identification of the body is requested by the police or a similar law enforcement agency having authority over such matters.

Payment will not be made for ordinary living, travelling or clothing expenses, other than as specifically stated above. If transportation occurs in a vehicle or device other than one operated under the licence for the conveyance of passengers for hire, the reimbursement of transportation expenses will be limited to a maximum of \$0.20 per kilometre travelled.

The maximum amount payable for this benefit is \$5,000 per Insured Person.

4.9 Seatbelt and Airbag Benefit

If an Insured Person suffers Injury causing Loss of Life for which a benefit is paid or payable under this policy by the Company, the Company shall pay an additional amount equal to 10% of the Insured Person's Principal Sum if Injury causing the Loss of Life results while he or she is a passenger or driver of a Private Passenger Type Automobile and his or her seatbelt is properly fastened.

The Company will pay an additional benefit if a Seatbelt Benefit is payable and if the Insured Person is positioned in a seat protected by a properly functioning, original, factory-installed supplemental restraint system that inflates on impact. The additional amount payable is equal to 10% of the Insured Person's Principal Sum.

Verification of the actual use of the seatbelt, at the time of the Accident, and that the Supplemental Restraint System inflated properly upon impact must be a part of an official report of the Accident or be certified, in writing, by the investigating officer(s).

The maximum amount payable for this benefit is \$50,000 per Insured Person.

4.10 Day Care Benefit

If an Insured Person suffers Injury causing Loss of Life for which a benefit is paid or payable under this policy by the Company, the Company will pay to the legal guardian of any surviving Dependent Child of the Insured Person an amount equal to the lesser of the following:

- a. the actual annual cost charged by a commercial and licenced day care centre; or
- b. 5% of the Insured Person's Principal Sum; or
- c. \$5,000.00 per year.

This benefit is payable annually for a maximum of four consecutive years per Dependent Child:

- a. and only for such Dependent Child who at the date of the Insured Person's Loss of Life is under age 13;
- b. provided such Dependent Child is enrolled in a commercial and licenced day care centre no later than 90 days following the Insured Person's Loss of Life; and
- c. provided that the Dependent Child continues his or her enrollment in a commercial and licenced day care centre.

4.11 Dependent Child Educational Benefit

If an Insured Person suffers Injury causing Loss of Life for which a benefit is paid or payable under this policy by the Company, the Company will reimburse the annual tuition, not including room and board, charged by an Institution of Higher Learning per school year for each Dependent Child of such Insured Person up to the lesser of the following amounts:

- a. \$5,000 per school year; or
- b. 5% of such Insured Person's Principal Sum.

This benefit is payable annually up to a maximum of four consecutive years per Dependent Child:

- a. only for such Dependent Child who is, at the time of such Insured Person's Loss of Life, enrolled as a full-time student in an Institution of Higher Learning beyond the 12th grade level; and
- b. only while such Dependent Child continues his or her continuous enrollment in an Institution of Higher Learning.

The Company will reimburse the person who has incurred the actual tuition expenses.

4.12 Spousal Educational Benefit

If an Insured Person suffers Injury causing Loss of Life for which a benefit is paid or payable under this policy by the Company, the Company will pay to the Insured Person's Spouse the actual cost incurred for a professional or trades training program in which such Spouse enrolls for the purpose of obtaining an independent source of support and maintenance provided such cost is incurred not later than 30 months after the Insured Person's Loss of Life.

The maximum amount payable for this benefit is \$15,000 per Insured Person.

4.13 Funeral Expense Benefit

If an Insured Person suffers Injury causing Loss of Life for which a benefit is paid or payable under this policy by the Company, the Company will reimburse the person who has incurred the actual expenses pertaining to the cremation, burial or funeral expenses of the Insured Person.

The maximum amount payable for this benefit is \$5,000 per Insured Person.

4.14 Bereavement Benefit

If an Insured Person suffers Injury causing Loss of Life for which a benefit is paid or payable under this policy by the Company, the Company will pay the reasonable and necessary expenses actually incurred for grief counselling provided that:

- a. the counselling is for the Spouse and/or Dependent Children;
- b. such expenses are incurred within 365 days of the date of the Accident causing Loss of Life; and
- c. such grief counselling is provided by a therapist or counselor who is licenced, registered or certified to provide such treatment and who is not a member of the Immediate Family of the Insured Person.

The Company will pay the person who has incurred the actual expense.

The maximum amount payable for this benefit is \$1,000 per Insured Person.

4.15 Coma Benefit

If an Insured Person suffers Injury resulting in Loss (other than Loss of Life) and within 90 days of the date of the Accident causing Injury, the Insured Person is disabled by Coma, which Coma is continuous and persistent for a period of six consecutive months at which point the Coma is determined by a Physician to be permanent, the Company shall pay 1% of the amount that is:

- a. the Principal Sum;
- b. less any other amount paid or payable under this policy in connection with the same Accident, Injury or Loss.

This benefit is payable monthly, retroactive to the first complete day of Coma, to a maximum of 100 payments per Insured Person for all Injuries resulting from any one Accident.

4.16 Disability Fitness Benefit

If an Insured Person suffers Injury resulting in a Loss (other than Loss of Life) for which the Company has paid a benefit set out in the Table of Losses and subsequently as a result of such Injury and Loss, the Insured Person requires, within two years from the date of such Injury, special fitness or athletic equipment for the disabled, the Company will pay for such equipment if deemed necessary in writing by a Physician.

The maximum amount payable for this benefit for all Injuries resulting from any one Accident is \$5,000 per Insured Person.

4.17 Burn Benefit

If an Insured Person suffers Injury resulting in the destruction of his or her skin through the entire thickness or depth of the dermis and possibly into underlying tissues, with loss of fluid (third degree burn or worse), by means of exposure to fire, heat, caustics, electricity or radiation, the Company will pay, up to \$25,000 per Insured Person, based on a percentage of the Insured Person's Principal Sum, provided that the Insured Person survives for a period of at least 30

days after the date of the Accident causing the burn. The Company will pay depending on the area of the body which is burned and determined in accordance with the following table:

Body Part	(A) Body Classification	(B) Maximum % for that Body Part
Face, Neck, Head	11	99.0%
Hand & Forearm	5	22.5%
Either Upper Arm	3	13.5%
Torso (Front or Back)	2	36.0%
Either Thigh	1	9.0%
Either Lower Leg (below knee)	3	27.0%

The amount of the benefit is determined by multiplying the Body Classification (A) by the actual percentage of the Insured Person's Body Part that is burned and then multiplying the resulting percentage (not to exceed the Maximum Percentage for that Body Part (B)) by the Principal Sum for such Insured Person.

The maximum amount payable for this benefit for all Injuries resulting from any one Accident is \$25,000 per Insured Person.

4.18 Fracture Benefit

If an Insured Person sustains an Injury resulting in a Fracture or Dislocation listed in the following Fracture Table, the Company shall pay the amount specified in the Fracture Table, provided that such Fracture or Dislocation occurs within 30 days after the date of Accident causing it.

The maximum amount payable for this benefit for all Injuries resulting from any one Accident is \$2,500 per Insured Person.

Fracture Table	Percentage of Fracture Benefit Payable
For complete Fracture (including Greenstick type Fracture) of:	
The Cranium (depressed Fracture)	100%
The Cranium (other compound)	40%
The spine (two or more vertebrae)	100%
The spine (one vertebrae)	40%
The spine (compression Fracture)	20%
The upper jaw (maxilla)	33%
The lower jaw (mandible)	8%

The thigh (femur)	33%
The pelvis	33%
The knee cap (patella)	27%
The leg (tibia or fibula)	25%
The shoulder blade (scapula)	25%
The ankle (Pott's Fracture)	25%
The wrist (Colles Fracture)	25%
The forearm (compound or comminuted)	23%
The forearm (not compound)	12%
The sacrum or coccyx	17%
The sternum	17%
The Arm, between elbow and shoulder	17%
The collarbone (Clavicle)	12%
The nose	12%
Two or more ribs	10%
One Hand (one or more metacarpal)	8%
The Foot (one or more metacarpal)	8%
Facial bones	8%
One rib	5%
Any bone not specified above	3%
One Hand (one or more metacarpal)	8%
The Foot (one or more metacarpal)	8%
For complete Dislocation of the:	
Hip	33%
Knee (with open primary repair)	33%
Shoulder (with open Reduction)	25%

Wrist	17%
Ankle	17%
Elbow	12%
Bones of Foot, other than toes	8%

“Cranium” means the vault of the skull consisting of the following bones: frontal, parietals, occipital, temporals, sphenoid and ethmoid.

“Reduction” means restoration to a normal position of a Dislocated bone or joint.

4.19 In-Country Accidental Para-Medical Expense Benefit

If as a result of Injury, and within 30 days from the date of the Accident causing such Injury, an Insured Person obtains medical treatment in Canada from a legally qualified Physician and as a consequence of such Injury incurs expenses for any of the following services when recommended by a legally qualified Physician, the Company shall reimburse the Insured Person for the following reasonable and necessary expenses:

- Fees for private duty nursing by a licensed graduate nurse (R.N.), who does not ordinarily reside in the Insured Person’s home and who is not a member of the Insured Person’s Immediate Family. The maximum amount payable for this benefit for all Injuries resulting from any one Accident is \$5,000 per Insured Person;
- Transportation costs, when such service is provided by a professional ambulance service, to the nearest approved Hospital which is equipped to provide the required and recommended necessary treatment. The maximum amount payable for this benefit for all Injuries resulting from any one Accident is \$5,000 per Insured Person;
- Hospital charges for the difference between the public ward allowance under the Insured Person’s provincial or territorial government health insurance plan and the accommodation charge for a semi-private Hospital room. The maximum amount payable for this benefit for all Injuries resulting from any one Accident is \$5,000 per Insured Person;
- Fees for rental of a wheelchair, iron lung or other durable equipment, not to exceed the purchase price prevailing at the time rental became necessary;
- Fees for services of a licensed physiotherapist. The maximum amount payable for this benefit for all Injuries resulting from any one Accident is \$300 per Insured Person;
- Cost of prescription drugs and medicines (except in the Province of Quebec);
- Expenses for hearing aids, crutches, splints, casts, trusses and braces, but excluding replacement thereof; and
- Fees for services of a licensed chiropractor. The maximum amount payable for this benefit for all Injuries resulting from any one Accident is \$350 per Insured Person.

Reimbursement shall only be made provided that expenses are:

- incurred in Canada;
- incurred within 365 days of the date of the Accident causing Injury;
- incurred only for therapeutic and not elective treatment; and
- supported by original receipts submitted to the Company as proof of claim.

This benefit is in excess of any similar benefit provided under any other insurance, policy or plan, including but not limited to a policy of automobile insurance and any federal or provincial hospital, medical or drug plan.

The maximum amount payable for this benefit for all Injuries resulting from any one Accident is \$50,000 per Insured Person.

4.20 Accidental Dental Expense Benefit

If an Insured Person suffers Injury to whole and sound teeth, and within 30 days from the date of the Accident causing such Injury obtains treatment in Canada for such Injury from a legally qualified dentist or dental surgeon and incur related dental expenses, the Company shall reimburse the Insured Person the amount for such dental expenses up to the amount allowed for such service in the General Practitioner Schedule of Fees and Treatment Services of the Provincial Dental Association in the province or territory in which the Insured Person receives such treatment.

Reimbursement shall only be made provided that expenses are:

- a. incurred in Canada;
- b. incurred within 365 days of the date of the Accident causing Injury;
- c. incurred only for therapeutic and not elective or aesthetic treatment; and
- d. supported by an original standard dental claim form submitted to the Company as proof of claim.

This benefit is in excess of any similar benefit provided under any other insurance, policy or plan, including but not limited to a policy of automobile insurance and any federal or provincial hospital, medical or drug plan.

The maximum amount payable for this benefit for all Injuries resulting from any one Accident is \$1,000 per Insured Person.

4.21 Prosthetic Device Benefit

When an Insured Person receives medical treatment within 30 days after the date of the Accident which caused Injury and such Injury necessitates the replacement of one or more Prosthetic Device, the Company will pay the reasonable and necessary expenses incurred by the Insured Person for such appliances within 365 days after the date of such Accident.

The maximum amount payable for this benefit for all Injuries resulting from any one Accident is \$1,000 per Insured Person.

4.22 Eyeglasses and Contact Lens Expense

When an Insured Person shall require repair or replacement of eyeglasses or contact lenses within 365 days after the date of the Accident which caused Injury, the Company will pay for such repairs or replacement when damages result from an Accident which required the Insured Person to receive treatment by a Physician.

The maximum amount payable for this benefit for all Injuries resulting from any one Accident is \$350 per Insured Person.

Section 5 – Weekly Accident Indemnity

Weekly Accident Indemnity Definitions

In addition to the general policy definitions, words with a special meaning in Section 5 are listed below and are shown with Initial Capital Letters.

“Accidental Bodily Injury” means bodily injury which is Accidental and is the direct cause of loss and occurs while the Insured Person’s insurance under this contract is in force. Accidental Bodily Injury does not include conditions caused by repetitive motion or cumulative trauma, including but not limited to Soft Tissue Injury.

“Gainfully Employed” means employed in gainful employment with remuneration continuously for the six consecutive weeks preceding Total Disability.

“Partial Disability” or **“Partially Disabled”** means a state of incapacity of the Insured Person resulting from an Injury which prevents the Insured Person from performing, in any setting, at least 50% of the essential duties of any occupation for which the Insured Person has the minimum qualifications. Partial Disability must follow a period of Total Disability for which the Insured Person was receiving benefits under this plan.

“Regular Net Income” means the Insured Person's regular gross weekly salary from employment (excluding any incentives, overtime, bonuses, gratuities and any other irregular income or gains) from all sources, less applicable statutory deduction for federal and provincial income tax payments, Canada Pension Plan premiums and Employment Insurance premiums, during the 52 weeks immediately prior to the date on which the Total Disability first commenced.

“Soft Tissue Injury” means a contusion, a Sprain or Strain, or any of the following conditions: Bursitis; rotator cuff injury; epicondylitis (medial & lateral); patellofemoral syndrome; tarsal tunnel syndrome; carpal tunnel syndrome; tendonitis; stress fractures; shin splints; Chondromalacia; or Osgood-Schlatter's Disease.

“Sprain” means a joint injury, in which some fibres of a supporting ligament are ruptured, but the continuity of the ligament remains intact.

“Strain” means an injury to a muscle caused by over-stretching or over-exertion.

“Total Disability” or **“Totally Disabled”** means a state of incapacity of the Insured Person resulting from an Injury that requires treatment by a Physician within 30 days of the date of the Accident causing Injury and which prevents the Insured Person from performing, in any setting, the essential duties of any occupation for which the Insured Person has the minimum qualifications.

“Waiting Period” means the number of calendar days, which commences on the date the Insured Person has been determined by a Physician to be impaired from performing the essential duties of any occupation for which the Insured Person has the minimum qualifications. For the purposes of this policy, the Waiting Period is seven days.

5.1 Weekly Accident Indemnity – Total Disability Benefit

If an Insured Person that is Gainfully Employed suffers Accidental Bodily Injury causing Total Disability, the Company shall pay a Weekly Accident Indemnity Benefit during a period of continuous Total Disability subject to the following conditions:

- a. Benefits shall be payable in the amount of \$375 per week, as applicable to such Insured Person and subject to the limitations and exclusions contained in this policy;
- b. The benefit is only payable if the Insured Person remains wholly and continuously Totally Disabled throughout the Waiting Period and during any period of Total Disability;
- c. Benefits shall be payable for a period of Total Disability commencing on the first day after the end of the Waiting Period. The maximum period for which benefits shall be paid shall not exceed 26 weeks for any one period of continuous Total Disability;
- d. If the Total Disability is caused by Accidental Bodily Injury, resulting from the same Accident or from related Accidents, such Total Disability shall be considered as one period of Total Disability unless the periods of disability are separated by the Insured Person's active return to work on a full-time basis for at least six consecutive months. Successive periods of Total Disability resulting from different and unrelated causes shall also be considered as a single period of disability unless the Insured Person has totally recovered from the first disability before the beginning of the second disability and has actively returned to work on a full-time basis at full salary for at least one entire day; and

- e. Weekly Accident Indemnity Benefits hereunder cease on the date the Insured Person satisfies the definition of Permanent and Total Disability and qualifies for such benefit as described under section 4.1.

5.2 Weekly Accident Indemnity – Partial Disability Benefit

If an Insured Person that is Gainfully Employed suffers a Partial Disability immediately following a period of Total Disability, the Company shall pay a Weekly Accident Indemnity Benefit during the period of continuous Partial Disability, subject to the following conditions:

- a. Benefits shall be payable at 50% of the Weekly Accident Indemnity – Total Disability Benefit in Section 5.1(a) applicable to such Insured Person that is Gainfully Employed and subject to the limitations and exclusions contained in this contract;
- b. Benefits shall be payable for a period of Partial Disability commencing on the first day after the end of the period of Total Disability described in the Weekly Accident Indemnity Benefit Table; and
- c. The maximum period for which benefits shall be paid for any one period of Partial Disability shall not exceed the Maximum Number of Weeks Payable as stated in the Weekly Accident Indemnity – Total Disability Benefit in Section 5.1(c).

Partial Disability resulting from the same accident or from related accidents shall be considered as one period of Partial Disability unless the periods of disability are separated by the Insured Person's active return to work on a full-time basis for at least six consecutive months.

Conditions Applicable To The Weekly Accident Indemnity Benefit

All-Source Maximum

If an Insured Person is eligible for income from other sources during a period of Total Disability or Partial Disability, the Company will reduce the Weekly Accident Indemnity Benefit amount payable by the amount of the other sources of income. The total income resulting from All Sources, including the Weekly Accident Indemnity Benefit under this policy will not exceed 80% of pre-disability Regular Net-Income.

"All Sources" means the total income resulting from all sources during a period of disability, including the Weekly Accident Indemnity benefit. Other sources of income may include, but are not limited to:

- a. benefits payable under the Employment Insurance Act;
- b. any benefit payable under the Canada/Quebec Pension Plans;
- c. work loss provision in mandatory "No Fault" auto insurance, if the reduction is permitted by law;
- d. any government workers' compensation benefits; and wages earned from other employment.

Termination of Weekly Accident Indemnity Benefits

Weekly Accident Indemnity Benefits for Total Disability or Partial Disability will be suspended or terminated at the earliest of the following:

- a. the date the Insured Person is no longer Totally Disabled;
- b. after 26 weeks of benefit payments;
- c. the date the Insured Person retires or resigns; or
- d. the date the Insured Person reaches age 65.

Weekly Accident Indemnity Benefit Exclusions

In addition to the Exclusions and Limitations of the policy in Section 7, the Weekly Accident Indemnity Benefit will not be paid for any loss resulting in whole or in part from, or expenses incurred, directly or indirectly in respect of:

- a. any Accidental Bodily Injury for which the Insured Person is not under the regular care of a Physician or for which the Insured Person does not comply with reasonable and recommended medical treatment prescribed;
- b. any claim where the direct cause of loss is caused by repetitive motion or cumulative trauma, including but not limited to Soft Tissue Injury;
- c. the Insured Person refusing to cooperate with reasonable accommodation efforts, failing to attend return to work planning meetings or participate in modified work assignments, as appropriate;
- d. any claim if the Insured Person is Gainfully Employed in one of the following occupations:
 - i. Fire department professionals or volunteers
 - ii. Pilots or aircrew
 - iii. Truckers (Short\Long Haul or Out of Country)
 - iv. Taxi drivers
 - v. Employees of marine vessels or off-shore drilling rigs
 - vi. Underwater diving or divers
 - vii. Ammunition manufacturing or explosive-related occupations
 - viii. Mining (underground, open cast or tunneling)
 - ix. Construction tunneling (building of tunnels)
 - x. Professional entertainers, including but not limited to: musicians, singers, band members, actors, actresses, dancers, magicians, comedians, employees of carnivals, circuses or rodeos as professions
 - xi. Professional Athletes or Semi-Professional Athletes
 - xii. Nuclear or chemical production plant-related risks or occupations
 - xiii. Armed forces, military/paramilitary forces, police forces, peacekeeping forces, armed security guards or any other occupation/profession/activity involving carrying or usage of guns or weaponry;
- e. the Insured Person failing to provide requested medical documentation within the requested timeframes; or
- f. the Insured Person refusing to attend assessments by the Company to manage the claim, including independent medical examinations, functional capacity evaluations and vocational assessments.

Section 6 - Beneficiary Designation

The Insured Person may designate a beneficiary to receive the amount payable hereunder for his or her Loss of Life. In the absence of such a beneficiary designation, the benefit for Loss of Life of an Insured Person shall be payable to the estate of the Insured Person.

All other benefits will be payable to the Insured Person.

Section 7 - Exclusions and Limitations

Limitations

The maximum amount payable per Insured Person under this policy for Losses sustained by any one Insured Person as the result of any one Accident is the Principal Sum, except where a Loss is Quadriplegia, Paraplegia, or Hemiplegia, in which case the maximum amount payable per Insured Person is the amount indicated as such Loss in the Table of Losses. This limitation does not apply to the additional benefits which are subject to their own specific limits.

Limitation On Multiple Benefits

If an Insured Person suffers one or more Injuries from the same Accident for which amounts are payable under more than one of the following benefits, the maximum amount payable under all of the benefits combined will not exceed the amount payable for one of those Losses, the largest: Accidental Death; Accidental Dismemberment; Paralysis Benefit.

Exclusions

No coverage shall be provided under this policy and no payment shall be made for any Loss or claim resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks even if the proximate or precipitating cause of the Loss or claim is an Accidental Injury:

- a. suicide or any attempt thereof by the Insured Person while sane;
- 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. sickness, disease, or bodily infirmity whether the Loss or claim results directly or indirectly from any of these;
- e. mental incapacity whether the Loss or claim results directly or indirectly from any mental incapacity;
- f. sustained while the Insured Person is undergoing the medical or surgical treatment of sickness, disease, or bodily or mental infirmity;
- g. stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm;
- h. travel or flight in or on (including getting in or out of, or on or off of) any Aircraft , if the Insured Person is:
 - i. riding as a passenger in any Aircraft not intended or licenced for the transportation of passengers; or
 - ii. performing, learning to perform or instructing others to perform as a pilot or crew member of any Aircraft; or
 - iii. riding as a passenger in an Owned Aircraft, Leased Aircraft or on a Charter Flight.
- i. travel or flight in or on (including getting in or out of, or on or off of) any Aircraft or any craft designed to fly or glide above the Earth's surface:
 - i. except as a passenger on a regularly scheduled commercial airline; or
 - ii. being used for crop dusting, spraying or seeding, fire-fighting, traffic patrol, air ambulance, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; or
 - iii. operating to or from off-shore landing sites; or
 - iv. used in any operation that requires a special permit from the Civil Aviation Branch of Transport Canada, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on).
- j. infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes;
- k. Injury or Loss 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;
- l. Injury or Loss sustained while the Insured Person is under the influence of alcohol and operating any vehicle or means of transportation or conveyance while his or her blood alcohol is over eighty (80) milligrams in one hundred (100) millilitres of blood;

- m. Injury or Loss sustained while the Insured Person is under the influence of a drug or substance which is controlled as specified under the Controlled Drug and Substances Act (Canada) unless taken pursuant to the advice of and in strict accordance with the instructions of a duly licensed Physician;
- n. 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;
- o. an act, attempted act or omission taken or made by the Insured Person, or an act, attempted act or omission taken or made with the Insured Person's consent, for the purposes of interrupting the blood flow to the Insured Person's brain or to cause asphyxiation to the Insured Person whether with intent to cause harm or not;
- p. natural causes; and
- q. participating in any sport activity where the Insured Person is a Professional or Semi-Professional.

Section 8 - 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 Accident or Injury covered by this policy;
- b. Within 90 days from the date of the Accident or Injury, furnish to the Company such proof of claim as is reasonably possible in the circumstances of the happening of the Accident or Injury occasioned thereby; and
- c. If so required by the Company, furnish a certificate as to the cause and nature of the Accident or Injury caused thereby, for which the claim is made and as to the duration of the Injury or Loss, from a Physician.

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 Accident or the Injury 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. In the case of Loss of Life of the Insured Person, the Company may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

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

The benefit payable for Loss of Life will be payable in accordance with Section 6 – Beneficiary Designation.

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 9 - 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, injury, damage 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.