

# LLOYD'S

# SUTTON

SPECIAL RISK

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**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.**

## PERSONAL ACCIDENT INSURANCE POLICY

For purposes of the *Insurance Companies Act* (Canada), this document was issued in the course of Lloyd's Underwriters' insurance business in Canada.

The Insurer agrees with the Policyholder named below, in consideration of the payment of the premium and subject to the limits of liability, exclusions, conditions and other terms of this insurance, to pay the benefits described in this Policy.

**POLICYHOLDER:** Greater Moncton Wastewater Commission

**POLICY NUMBER:** 056/030021A

**POLICY EFFECTIVE DATE:** June 30, 2022 This policy has been reissued effective June 30, 2023 and incorporates all amendments issued to date.

**POLICY PERIOD:** June 30, 2023 to June 30, 2024  
(Both days at 12.01 a.m. Local Standard Time at the address of the Policyholder)

### IDENTIFICATION OF INSURER/ACTION AGAINST INSURER

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **B1551056Y23** (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney in Fact in Canada for Lloyd's Underwriters, whose address for such service is Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2.

**NOTICE:** Any notice to the Underwriters may be validly given to the Coverholder.

**In witness whereof** this policy has been signed, as authorized by the Underwriters, by **Sutton Special Risk Inc.**



Dated April 17, 2023

Per \_\_\_\_\_

The Policyholder is requested to read this Policy, and if incorrect, return it immediately for alteration. In the event of an occurrence likely to result in a claim under this Insurance, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to this Coverholder.

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## SCHEDULE OF BENEFITS

**POLICY NUMBER:** 056/030021A  
**POLICYHOLDER:** Greater Moncton Wastewater Commission  
**ADDRESS:** 355 Hillsborough Road  
Riverview, NB E1B 1S3  
**POLICY PERIOD:** June 30, 2023 to June 30, 2024  
(Both days at 12.01 a.m. Local Standard Time at the address of the Policyholder)  
**PREMIUM:** CAD \$1,000 (non-refundable)  
**CURRENCY:** All dollar values expressed in this Policy will be payable in Canadian currency

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### CLASSES OF ELIGIBLE PERSONS

All Insured Persons under age 70 as classified below:

Class Number	Class Description
1	Commissioners whose names are on file with the Insurer

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### BASIC ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT:

Class Number	Principal Sum	Hazard
1	\$200,000	1

#### Termination:

Coverage terminates at the earlier of retirement or age 70

### AGGREGATE LIMIT OF LIABILITY:

Aggregate Limit of Indemnity per any one known accumulation:	\$1,200,000
Aggregate Limit of Indemnity per any one Aircraft accumulation:	\$1,200,000

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### ADDITIONAL ACCIDENT BENEFITS

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

Comatose Benefit	
Maximum Benefit Amount	Not to exceed the Principal Sum
Repatriation Benefit	Benefit payable on an expense incurred basis
Maximum Benefit Amount	\$15,000
Identification Benefit	Benefit payable on an expense incurred basis
Maximum Benefit Amount	\$15,000

Rehabilitation Benefit Maximum Benefit Amount	Benefit payable on an expense incurred basis \$15,000
Rehabilitative Physical Therapy Benefit Maximum Benefit Amount	Benefit payable on an expense incurred basis \$10,000
Funeral Benefit Maximum Benefit Amount	Benefit payable on an expense incurred basis \$5,000
Bereavement Benefit Maximum Number of Sessions Maximum Benefit Amount	6 sessions \$1,500
Spousal Retraining Benefit Maximum Benefit Amount	Benefit payable on an expense incurred basis \$15,000
Special Education Benefit  Benefit Amount Maximum Benefit Amount Maximum Number of Annual Payments for Each Surviving Dependent Child	The actual cost charged by any accredited college, university or other institution of higher learning up to: 5% of Principal Sum \$10,000 per year  4
Day Care Benefit Benefit Amount Maximum Benefit Amount Maximum Number of Annual Payments for Each Surviving Dependent Child	The actual cost charged by any accredited day care centre up to: 5% of Principal Sum \$5,000 per year  4
Family Transportation Benefit Maximum Benefit Amount	Benefit payable on an expense incurred basis \$15,000
Home Alteration and Vehicle Modification Benefit Maximum Benefit Amount	Benefit payable on an expense incurred basis \$15,000 or 10% of the Insured Person's Principal Sum to a maximum of \$25,000, whichever is greater.
Hospital Confinement Monthly Income Benefit Benefit Amount Maximum Benefit Amount	1% of the Principal Sum  \$2,500
Seat Belt Benefit	10% of the Principal Sum
Burn Benefit Benefit Amount Maximum Benefit Amount	Benefit payable according to the Burn Schedule shown in the Burn Benefit \$25,000
Psychological Therapy Benefit Maximum Benefit Amount	Benefit payable on an expense incurred basis \$5,000
Critical Disease Benefit Benefit Amount Maximum Benefit Amount	10% of the Principal Sum \$5,000

Felonious Assault Benefit	
Benefit Amount	10% of the Principal Sum
Maximum Benefit Amount	\$25,000

Parental Care Benefit	
Benefit Amount	10% of the Principal Sum
Maximum Benefit Amount	\$10,000

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

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

Not Applicable

## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

1. lawful Spouse under age 70, or a partner of the same or opposite sex under age 70, who immediately prior to the loss has been residing with the Insured Person for at least one year, and who has been publicly represented as the partner of the Insured Person during such period.
2. unmarried Child(ren) under age 21;
3. unmarried Child(ren) at least 21 years of age but less than age 25 who are:
  - (a) not regularly employed on a full-time basis; and
  - (b) primarily dependent upon the Insured for support and maintenance; and
  - (c) enrolled as a full-time student at an accredited college, university or other institution of higher learning or a vocational or licensed technical school.

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

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

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

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

**HOSPITAL** means an institution that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## **ELIGIBILITY FOR INSURANCE**

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

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

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

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

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

### **Deferred Effective Date**

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

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

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

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

# **ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS**

## **SCOPE OF COVERAGE**

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

## **AIR TRAVEL**

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

## **EXPOSURE**

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

## **DISAPPEARANCE**

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

## **AGGREGATE LIMIT OF LIABILITY**

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

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

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

### **HAZARD 1**

#### **24 HOUR ACCIDENT PROTECTION - BUSINESS AND PLEASURE**

The Hazards described in this Hazard 1 apply only to those Insured Persons who are within a class to which this Hazard applies as stated in the Schedule of Benefits.

#### **DESCRIPTION OF HAZARD**

Such insurance as is afforded to an Insured Person to which this Hazard 1 applies, shall apply only to Injury, as defined in this Policy, sustained by such person anywhere in the world.

## ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS

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

### ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT

#### Schedule of Covered Losses

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

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

**Loss of:**

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

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

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

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

“Paralysis” means total loss of use.

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

“Paraplegia” means total Paralysis of both lower limbs.

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

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

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

## ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS

### COMATOSE BENEFIT

When as the result of an Injury, and commencing within 365 days of the date of the Accident, an Insured Person becomes Comatose as defined below, the Insurer will pay, provided such condition has continued for a period of 31 consecutive days and is total, continuous and permanent at the end of this period, the Principal Sum less any other amount paid or payable under this Policy as the result of the same Accident.

**“Comatose”** means being in a state of total unconsciousness with no reaction to external stimuli or internal needs, persisting continuously with the use of life support systems, resulting in a neurological deficit which, as determined by a licensed Physician, and in the opinion of the Insurer, is of a permanent nature.

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

### **REPATRIATION BENEFIT**

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

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



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

### **IDENTIFICATION BENEFIT**

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

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

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

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

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

### **REHABILITATION BENEFIT**

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

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

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

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

## ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS

### REHABILITATIVE PHYSICAL THERAPY BENEFIT

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

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

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

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

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

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

### **FUNERAL BENEFIT**

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

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

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

### **BEREAVEMENT BENEFIT**

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

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

### **SPOUSAL RETRAINING BENEFIT**

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

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

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

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

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

### **SPECIAL EDUCATION BENEFIT**

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

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

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

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

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

### **DAY CARE BENEFIT**

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

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

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

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

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

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



## ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS

### FAMILY TRANSPORTATION BENEFIT

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

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

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

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

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

### **HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT**

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

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

Benefit payments herein will not be paid unless:

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

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

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

## ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS

### HOSPITAL CONFINEMENT MONTHLY INCOME BENEFIT

If, as a result of an Accident, an Insured Person is Hospital Confined as an in-patient for a minimum period of at least 1 day and is under the care of a legally qualified and registered Physician or surgeon other than himself/herself, this Policy will pay for each full month of confinement, 1% of the Insured Person's benefit amount, up to the maximum shown in the Schedule of Benefits, or one-thirtieth of such monthly benefit for each day of a partial month, retroactive to the 1st day of such confinement but not to exceed 365 days in the aggregate for each "period of Hospital Confinement."

**"In-patient"** means an Insured Person admitted to a Hospital as a resident or bed-patient.

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

## ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS

### SEAT BELT BENEFIT

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

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

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

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

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

# ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS

## BURN BENEFIT

If the Insured Person, as the result of an Injury, is disfigured due to a third degree burn, the Insurer will determine the payment according to the Burn Schedule below, not to exceed the maximum shown in the Schedule of Benefits.

The amount of benefit that the Insurer will pay for any one loss is determined by multiplying the percentage of body surface actually burned times the Principal Sum, up to the maximum shown in the Schedule of Benefits. The attending Physician will determine the actual percentage applicable to each burn.

The “**Burn Schedule**” represents the **maximum percentage of the Principal Sum** that the Insurer will pay for any one loss. As specifically indicated above, the attending Physician will determine the actual percentage applicable to each burn and this will be the amount of benefit payable by the Insurer, subject to the maximum percentage of the Principal Sum indicated in the “Burn Schedule” and the maximum shown in the Schedule of Benefits. If the Insured Person sustains burns in more than one (1) area as a result of any one (1) Accident, the total benefit for all such burns will not exceed the maximum shown in the Schedule of Benefits. The most the Insurer will pay for any combination of burned body parts as the result of any one (1) Accident is the maximum shown in the Schedule of Benefits.

### Burn Schedule

**Body Part:**

**Maximum Percentage of  
Benefit Amount Payable:**

Face, Neck, Head	100%
One Hand & Forearm	25%
One Upper Arm	10%
Front or Back Torso	35%
One Thigh or One Lower Leg (below the knee)	10%

In the event benefits are payable under this section and the section titled “Accidental Death & Dismemberment Benefit”, the total benefits payable will not exceed the Principal Sum.

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

## ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS

### PSYCHOLOGICAL THERAPY BENEFIT

When an Injury to the Insured Person results in the Insurer making a payment under the section titled "Accidental Death & Dismemberment", the Insurer will increase the benefit amount payable up to the maximum shown in the Schedule of Benefits, for the Reasonable and Customary charges for treatment or counseling for Psychological Therapy as determined by a Physician and authorized by the Policyholder.

Benefit payments herein will be paid until the earlier occurrence of one of the following:

1. the maximum benefit amount has been paid; or
2. two (2) years have elapsed from the date of the Accident; or
3. death of the Insured Person.

Psychological Therapy must be provided by a therapist or counsellor (other than the Insured Person or a Member of the Immediate Family) who is licensed to provide such treatment, whether on an out-patient basis or while a patient at a medical facility licensed to provide such treatment.

**"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; or
- (b) the charge the Insurers determine to be the prevailing charge made by the Physicians or other health care providers for a given service or supply in a geographical area where it is furnished; or
- (c) the amount negotiated by the Insurer and the health care provider.

## ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS

### CRITICAL DISEASE BENEFIT

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

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

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

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

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

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

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

## ACCIDENTAL DEATH BENEFIT PROVISIONS

### FELONIOUS ASSAULT BENEFIT

When an Occupational Illness or Injury to the Insured Person results in the Insurer making a payment under the section titled "Accidental Death Benefit", the Insurer will increase the benefit amount payable by an additional 10% up to the maximum shown in the Schedule of Benefits, provided that the loss occurs:

1. as a result of a Criminal Act of Violence; and
2. while the Insured Person is engaged in the business of the Policyholder, whether on or off the premises of the Policyholder.

This benefit will not be payable, however, if a Criminal Act of Violence is being carried out by or participated in by an Insured Person.

**"Criminal Act of Violence"** includes but is not limited to robbery, theft, assault and battery, sniping or murder.



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

### **PARENTAL CARE BENEFIT**

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

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

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

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

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

## ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT PROVISIONS

### ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT EXCLUSIONS

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

1. declared or undeclared War or any act thereof or invasion;
2. actively participating in Acts of Terrorism, civil commotions or riots of any kind;
3. training, serving, or taking part in any capacity in the armed forces (land, sea or air) or their operations, of any country or international authority;
4. being in or on or boarding an aircraft for the purpose of flying therein, or alighting therefrom following a flight, except as provided in the Section entitled "Air Travel";
5. suicide or attempted suicide or intentional self-injury;
6. injury sustained while riding in, boarding or alighting from an aircraft owned or leased, by or on behalf of the Policyholder or any subsidiary or affiliate of such Policyholder, unless specific written agreement has been obtained from the Insurer; or
7. Acts of Terrorism which involve the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, regardless of any contributory cause(s).

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

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

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

Any additional limitations and/or exclusions that apply to coverage under this Policy are shown in the Schedule of Benefits under the heading Additional Limitation(s) and/or Exclusion(s).

## PREMIUM

We provide insurance in return for premium payments. The premium showed in the Schedule of Benefits is payable to Us by the Policyholder in the manner described in the Schedule of Benefits; and is based on: rates currently in force; the plan; and the Volume of Insurance in force. Premium is due on the Policy Effective Date and any subsequent policy anniversary date.

We require the Policyholder to furnish an Employee Census. If, at any time, it is determined that additional premium or a premium credit is due, the Policyholder will pay the additional premium or apply the premium credit at the next premium due date.

If any premium payment is not paid when due, the Policy will be cancelled as of the premium due date; except as provided under the Grace Period section.

### Changes in Premium Rate

We may change the premium rates from time to time with at least 60 days advanced written or authorized electronic notice. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more than once in a 12 month period. However, We reserve the right to change rates at any time if any of the following events occur:

- 1) A change in the terms of the Policy.
- 2) A subsidiary; division; affiliated organization; or eligible class is added to or deleted from the Policy.
- 3) A change in any federal; or provincial; or local law; or regulation affecting this Policy and Our benefit obligation.
- 4) The number of Insured Persons eligible for coverage increases or decreases since the later of the Policy Effective Date and the date of the last renewal of the Policy.
- 5) A change in the factors bearing on the risk assumed.
- 6) Coverage is reinstated following failure to pay premium during the Grace Period.
- 7) A misrepresentation in the information relied on in establishing the rate for this Policy.
- 8) The Policyholder fails to provide sufficient information, as required by Us, to confirm adequacy and accuracy of premiums and rates being paid.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a prorated adjustment will apply from the date of the change to the next Premium Due Date.

### Grace Period

After the payment of the first premium, this Policy will have a 31 day grace period. This means that if premium is not paid on or before the date it is due, it may be paid during the 31 day grace period. During this time, this Policy will stay in force provided the Policyholder pays all the premiums due by the last day of the grace period; unless the Policyholder gives Us written notice of the discontinuance of the coverage in advance of the date of discontinuance and in accordance with the terms of the Policy. This Policy will terminate on the last day of the period for which all premiums have been paid if the Policyholder fails to pay all premiums due by the last day of the grace period.

### Reinstatement

The Policy may be reinstated within 60 days of lapse if it has lapsed for nonpayment of premium, if: the Policyholder submits written application to Us; We accept the application; and the Policyholder makes payment of all overdue premiums.

**APPLICABLE TO NS/PEI/NB/NFLD/SK/NWT/NU**

**ACCIDENT & SICKNESS STATUTORY CONDITIONS**

**1. 1. The Contract**

The application, this policy, any document attached to this policy when issued, and any amendment to the contract agreed upon in writing after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

**2. Waiver**

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

**3. Copy of Application**

The insurer shall, upon request, furnish to the insured or to a claimant under the contract a copy of the application.

**2. Material Facts**

No statement made by the insured or person insured at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

**3. Changes in Occupation**

1. If after the contract is issued the person insured engages for compensation in an occupation that is classified by the insurer as more hazardous than that stated in this contract, the liability under this contract is limited to the amount that the premium paid would have purchased for the more hazardous occupation according to the limits, classification of risks and premium rates in use by the insurer at the time the person insured engaged in the more hazardous occupation.

2. If the person insured changes his occupation from that stated in this contract to an occupation classified by the insurer as less hazardous and the insurer is so advised in writing, the insurer shall either,

(a) reduce the premium rate; or

(b) issue a policy for the unexpired term of this contract at the lower rate of premium applicable to the less hazardous occupation,

according to the limits, classification of risks, and premium rates used by the insurer at the date of receipt of advice of the change in occupation, and shall refund to the insured the amount by which the unearned premium on this contract exceeds the premium at the lower rate for the unexpired term.

**4. Relation of Earnings to Insurance**

Where the benefits for loss of time payable hereunder, either alone or together with benefits for loss of time under another contract, including a contract of group accident insurance or group sickness insurance or of both and a life insurance contract providing disability insurance, exceed the money

value of the time of the person insured, the insurer is liable only for that proportion of the benefits for loss of time stated in this policy that the money value of the time of the person insured bears to the aggregate of the benefits for loss of time payable under all such contracts and the excess premium, if any, paid by the insured shall be returned to the insured by the insurer.

## **5. Termination by Insured**

The insured may terminate this contract at any time by giving written notice of termination to the insurer by registered mail to its head office or chief agency in the Province, or by delivery thereof to an authorized agent of the insurer in the Province, and the insurer shall upon surrender of this policy refund the amount of premium paid in excess of the short rate premium calculated to the date of receipt of such notice according to the table in use by the insurer at the time of termination.

## **6. Termination by Insurer**

1. The insurer may terminate this contract at any time by giving written notice of termination to the insured and by refunding concurrently with the giving of notice the amount of premium paid in excess of the proportional premium for the expired time.
2. The notice of termination may be delivered to the insured, or it may be sent by registered mail to the latest address of the insured on the records of the insurer.
3. Where the notice of termination is delivered to the Insured, or where it is mailed to the Insured, sixty days notice of termination shall be given and the sixty days shall begin on the day of delivery of notice or the day following the date of the mailing of notice..

## **7. 1. Notice and Proof of Claim**

The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall,

- (a) give written notice of claim to the insurer,
  - (i) by delivery thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the Province, or
  - (ii) by delivery thereof to an authorized agent of the insurer in the Province,not later than thirty days from the date a claim arises under the contract on account of an accident, sickness or disability;
- (b) within ninety days from the date a claim arises under the contract on account of an accident, sickness or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of the happening of the accident or the commencement of the sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, his age, and the age of the beneficiary if relevant; and
- (c) if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim may be made under the contract and as to the duration of such disability.

## **2. Failure to Give Notice or Proof**

Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does 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 date

a claim arises under the contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

#### **8. Insurer to Furnish Forms for Proof of Claim**

The insurer shall furnish forms for proof of claim within fifteen days after receiving notice of claim, but where the claimant has not received the forms within that time the claimant may submit his proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

#### **9. Rights of Examination**

As a condition precedent to recovery of insurance moneys under this contract,

- (a) the claimant shall afford to the insurer an opportunity to examine the person of the person insured when and so often as it reasonably requires while the claim hereunder is pending; and
- (b) in the case of death of the person insured, the insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

#### **10. When Money Payable Other Than for Loss of Time**

All money payable under this contract, other than benefits for loss of time, shall be paid by the insurer within sixty days after it has received proof of claim.

#### **11. When Loss of Time Benefits Payable**

The initial benefits for loss of time shall be paid by the insurer within thirty days after it has received proof of claim, and payment shall be made thereafter in accordance with the terms of the contract but not less frequently than once in each succeeding sixty days while the insurer remains liable for the payments if the person insured when required to do so furnishes before payment proof of continuing disability.

#### **12. Limitation of Actions**

An action or proceeding against the insurer for the recovery of a claim under this contract shall not be commenced more than one year\* after the date the insurance money became payable or would have become payable if it had been a valid claim.

\* Two years in the Northwest Territories.

Saskatchewan Statutory Condition 12 is repealed. See *The Limitations Act*, S.S. 2004, c.L -16.1.

06/18  
LSW1540A (amended)

## ADDITIONAL PROVISIONS

**MADE IN CANADA CLAUSE:** For the purpose of the *Insurance Companies Act* (Canada), this Canadian Policy was issued in the course of Lloyd's Underwriters' insurance business in Canada.

The business insured/reinsured herein meets the necessary conditions to qualify as, and is being transacted as, "insuring in Canada a risk" in accordance with Part XIII of the *Insurance Companies Act* (Canada).

**SANCTION LIMITATION AND EXCLUSION CLAUSE:** No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**CYBER INCIDENTS:** Benefits for bodily injury or illness caused by any application, software or program in connection with any electronic device (e.g. computer, laptop, smartphone, tablet or internet-capable electronic device) are payable subject to the terms, conditions, limitations and exclusions of this Policy.

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

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

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

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

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

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

**RECOVERY OF OVERPAYMENT:** If benefits are overpaid; We through our Underwriter have the right to recover the amount overpaid; by any of the following methods.

- 1) A request for lump sum payment of the amount overpaid; or
- 2) Offset or reduction of any proceeds payable under this Policy by the amount overpaid.

**SUBROGATION:** To the extent We through our Underwriter pay for a loss suffered by an Insured Person, We will take over the rights and remedies the Insured Person had relating to the loss. This is known as subrogation. The Insured Person must help Us and Our Underwriter to preserve Our rights against those responsible for the loss. This may involve signing any papers and taking any other steps We through our Underwriter may reasonably require. If We through our Underwriter take over the Insured Person's rights, the Insured Person must sign an appropriate subrogation form supplied by our Underwriter. We have the right to offset future benefits payable to the Insured Person under this Policy against any such Recovery.

**ASSIGNMENT:** This Policy is not assignable, whether by operation of law or otherwise. Benefits may be assigned. No assignment of interest in Loss of Life Benefit shall be binding on Us until the original or duplicate thereof is received by Us. We assume no responsibility for the validity of such assignment.

**CERTIFICATES OF INSURANCE:** Where it is required by law, or upon request of the Policyholder, We will make available to all Insured Persons booklets outlining the benefits; conditions; exclusions; and limitations of this Policy.

**CLERICAL ERROR:** Clerical error in keeping any records pertaining to the coverage, whether by the Policyholder or by Us, will not invalidate coverage otherwise validly in force; nor continue coverage otherwise validly terminated, provided such clerical error is not prejudicial to Us and is rectified promptly upon discovery. No error will continue the insurance of an Insured Person beyond the date it should end under the Policy terms. After an error is found, We will take appropriate action, which may include adjusting, collecting or refunding premium.

**CONFORMITY WITH PROVINCIAL OR TERRITORIAL LAWS:** Notwithstanding any other provision of this Policy, this Policy is subject to the statutory conditions of the provincial or territorial *Insurance Act* applicable to contracts of accident and sickness insurance for the Insured Person's province or territory of residence in Canada.

**CURRENCY:** Payments, reimbursements and amounts shown throughout this Policy are in the currency shown in the Schedule of Benefits, unless otherwise stated.

**INSOLVENCY:** The insolvency; bankruptcy; financial impairment; receivership; voluntary plan of arrangement with creditors; or dissolution of the Policyholder will not impose upon Us any liability other than the liability defined in this Policy. The insolvency of the Policyholder will not make Us liable to the creditors of the Policyholder, including Insured Persons under this Policy.

**INCONTESTABILITY:** Except for nonpayment of premiums, We will not contest the validity of an Insured Person's coverage after it has been in force for two years from its date of issue. No statement made by an Insured Person relating to his or her insurability shall be used to contest the validity of his or her insurance after the insurance has been in force for two years during his or her lifetime, exclusive of any period of disability; nor unless it is contained in a written application signed by him/her.

**MISREPRESENTATION AND FRAUD:** This entire Policy will be void, whether before or after a loss, if We determine that the Policyholder; Insured Person; or its agent has concealed or misrepresented any material fact or circumstance concerning this Policy, including any claim or any case of fraud by the Policyholder; Insured Person; Third Party Administrator; or other agent relating to this Policy.

**MISSTATED DATA:** We have relied upon the underwriting information provided by the Policyholder; its Third Party Administrator; or other Agent in the issuance of this Policy. Should subsequent information become known which, if known prior to issuance of this Policy, would have affected the rates, terms, or conditions for coverage, We will have the right to revise the rates; terms; or conditions as of the Effective Date of issuance, by providing written notice to the Policyholder.

**WORKERS' COMPENSATION:** This Policy is not a Workers' Compensation policy. It does not provide Workers' Compensation benefits; and does not satisfy any requirements for coverage by any Workers' Compensation Act or similar law.



## **LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL**

Lloyd's strives to enhance your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

- Firstly, please contact the broker who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.
- If your broker is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your broker and your policy number.

Please forward your complaint to:

### **Lloyd's Underwriters**

Attention: Complaints Officer:

Royal Bank Plaza South Tower, 200 Bay Street, Suite 2930, P.O. Box 51 Toronto, Ontario M5J 2J2

Tel: 1-877-455-6937

E-mail: [info@lloyds.ca](mailto:info@lloyds.ca)

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

**General Insurance OmbudService (GIO):** assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

### **For Quebec clients:**

**Autorité des marchés financiers (AMF):** The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the FCAC.

**Financial Consumer Agency of Canada (FCAC)** provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232)

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

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## **PRIVACY: NOTICE CONCERNING PERSONAL INFORMATION**

### **Who we are**

We are the Lloyd's underwriter(s) identified in the insurance contract and/or the certificate of insurance. Your privacy is important to us. This Privacy notice explains what personal information we collect, use and disclose about policyholders, beneficiaries, claimants and witnesses and for what purposes, in compliance with applicable Canadian privacy laws.

### **What personal information we collect**

Personal information is any information about an identified and or identifiable individual. The personal information that is collected for a clear and legitimate use and disclosure generally includes the following:

- Identification and contact information (name, address including postal code, country, telephone number, email address, month and date of birth, drivers licence, employer, job title, employment history, family details)
- Policy information (policy number, policy amounts, policy terms)
- Claim information (claim number, information relating to a potential or existing claim)
- Payment information (credit card details, bank account details, credit score)
- Other information related to your insurance cover or a claim only for legitimate business purposes

We also collect personal information about you when you visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online Cookies policy at <http://www.lloyds.com/common/privacy-and-cookies-statement>

We will not use your personal information for marketing purposes and we will not sell your personal information to other parties.

### **How we use your information**

By purchasing insurance from certain Lloyd's Underwriters ("Lloyd's"), a customer provides Lloyd's with his or her explicit consent to the collection, use and disclosure of personal information. Meaningful consent is subject to the customer's understanding of the nature, purpose and consequences of the collection, use or disclosure of their personal information.

Information is generally collected, used, disclosed and stored in order to provide you with the insurance products that you have requested, including to:

- Identify you and provide you with insurance cover
- Communicate with Lloyd's policyholders
- Calculate, collect or refund premiums
- Underwrite policies and facilitate policy administration
- Evaluate and process claims
- Detect and prevent fraud, carry out anti-money laundering and sanctions checks
- Investigate and prosecute fraud
- Meet our regulatory and other legal obligations
- Enforce terms or exercise rights under the insurance contract
- Analyze insurance risk and business results
- Improve our services and offerings
- Provide general client care
- Defend or prosecute legal claims
- Renew your insurance policy
- Transfer of books of business, company sales and reorganisations

Or as may be otherwise required or authorized by law.

**Your information may be shared and disclosed;**

In order to fulfil the purposes described in this Privacy notice, we may share your personal information with other third parties that we have engaged to provide services on our behalf, or who otherwise assist us in providing you with services, such as affiliated organizations, sub-contractors, agents/coverholders, legal counsel, insurers, brokers, reinsurers, loss adjusters and other service providers.

We will limit this disclosure to only the Personal Information that is reasonably necessary for the purpose or service for which the third party or affiliate will provide. We will use contractual and other means to provide a comparable level of protection while the information is being processed by these service providers, including limiting such providers to using your Personal Information solely to provide Lloyd's with the specific service for which they were engaged, and for no other purpose. You can obtain more information about our policies and practices with respect to the use of Personal Information by Third Party Service Providers by contacting us as described below, under the section "How to Contact Us" at the end of this document.

Some of these entities may be located outside Canada, therefore your information may be processed in a foreign jurisdiction, where it will be subject to the laws of that jurisdiction, which may be different than the laws in your province. Personal information that is stored or processed outside Canada may also be accessible to the law enforcement and national security authorities of that jurisdiction.

We may also share or transfer your Personal Information where reasonably required in the context of a sale, merger or amalgamation of all or part of our business or the insurance or securitization of our assets. In any such case, the recipient parties will be contractually required to keep the information confidential and use it only for the purposes of the transaction, or proposed transaction, in question. In the event a business transaction is affected, assignees or successors of Lloyd's or our business or assets, or those of our affiliated entities, may use and disclose Personal Information only for the purposes as set out in this Privacy notice, unless further consent is obtained.

We may also share your Personal Information with law enforcement, national security agencies or other governmental officials, as required or permitted by law, such as in response to a court order or a verified request relating to a criminal investigation or alleged illegal activity, where we are legally obligated to contribute information to compulsory insurance databases, or where required to detect, prevent or prosecute fraud.

## **Authority to collect, use and disclose personal information**

When you share information with us for particular purposes, such as providing you with insurance, you give us explicit consent to collect, use and disclose your information for those purposes. Canadian law also authorizes us to collect, use and disclose personal information without consent in certain circumstances prescribed by law, which may include the following:

- Detecting or suppressing fraud
- Investigating or preventing financial abuse
- For communication with the next of kin or authorized representative of an injured, ill or deceased individual
- Investigating a breach of an agreement or a contravention of the laws of Canada or a foreign jurisdiction where obtaining consent would compromise the availability or accuracy of the information
- Witness statement necessary to assess, process or settle insurance claims
- Information that is produced in the course of an individual's employment, business or profession

There may be situations where we need your additional consent to collect, use, and disclose information about you. In those situations, we will ask you for consent separately. You do not have to give your consent and, subject to legal and contractual restrictions, you can withdraw your consent to us collecting, using and disclosing your information at any time. However, withdrawing your consent may affect our ability to provide you with insurance cover or other services.

## **Retention and security**

We retain personal information for as long as necessary to provide you with insurance cover and meet the other purposes for collection, use and disclosure described in this Privacy notice, or as otherwise required or permitted by law. When your Personal Information is no longer required, we will make all reasonable efforts to ensure all electronic and hard copies of such information are securely destroyed and irreversibly deleted from our systems.

We use various physical, technical and administrative security measures, appropriate to the sensitivity of the personal information, that are designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification by. Although we will take reasonable measures to protect personal information, the transmission of information through the internet or other electronic means is not guaranteed to be secure and may create risks for the privacy and security of your information.

## **How to access your personal information**

Subject to certain exceptions provided by applicable law, you have the right to access your personal information, request corrections about your personal information if you identify any inaccuracies, and request that we delete your information. If you would like to exercise any of these rights, please contact the Ombudsperson at [info@lloyds.ca](mailto:info@lloyds.ca).

The Ombudsperson can also provide additional information about Lloyd's policies and practices, answer questions about the collection, use, disclosure or storage of personal information by Lloyd's and its service providers located outside Canada, as well as discuss any complaints you may have regarding the collection, use and disclosure of your personal information.

## **Changes**

We may amend this Privacy notice from time to time as our business evolves, in response to legal developments, as new technologies become available, or as we introduce new features, products or services.

When we make changes to wording of this Privacy notice we will revise the “last updated” date at the bottom of this Privacy notice. You should check back here periodically to find out if any changes have been made to this Privacy notice. If we make substantial changes we will, as appropriate prominently post these changes to our Site or notify registered Users directly.

## **How to contact us**

Further information about Lloyd’s personal information protection policy may be obtained by visiting, <https://www.lloyds.com/lloyds-around-the-world/americas/canada/market-conduct> from your broker, or by contacting Lloyd’s by phone: 514 861 8361, 1 877 455 6937 or email: [info@lloyds.ca](mailto:info@lloyds.ca).

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## **CODE OF CONSUMER RIGHTS AND RESPONSIBILITIES**

Insurers (including Lloyd's Underwriters), along with the brokers and agents who sell home, auto and business insurance are committed to safeguarding your rights both when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your insurer and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer. Your policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that your rights are protected.

### **Right to Be Informed**

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy within a reasonable prescribed period prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry of the policy.

You have the right to ask who is providing compensation to your broker or agent for the sale of your insurance. Your broker or agent will provide information detailing for you how he or she is paid, by whom, and in what ways.

You have a right to be told about insurers' compensation arrangements with their distribution networks. You have a right to ask the broker or agent with whom you deal for details of how and by whom it is being paid. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

### **Responsibility to Ask Questions and Share Information**

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through one-on-one meetings with your broker or agent. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your broker or agent of any change in your circumstances.

### **Right to Complaint Resolution**

Insurers, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access Lloyd's Underwriters' complaint resolution process for Canada. Your agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Consumers may also contact their respective provincial insurance regulator for information. Lloyd's is a member of an independent complaint resolution office, the General Insurance OmbudService.

### **Responsibility to Resolve Disputes**

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

**Right to Professional Service**

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

**Right to Privacy**

Because it is important for you to disclose any and all information required by an insurer to provide the insurance coverage that best suits you, you have the right to know that your information will be used for the purpose set out in the privacy statement made available to you by your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that Lloyd's Underwriters are subject to Canada's privacy laws - with respect to their business in Canada.

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