

**Basic Accident****SCHEDULE OF BENEFITS AS ATTACHED**

<b>TYPE OF COVERAGE</b>	<b>SUM INSURED</b>
Loss of Life, Dismemberment or Loss of Sight (as per table)	up to \$ 10,000.00
Permanent Loss/Disablement	up to \$ 20,000.00
Prosthetic Devices	up to \$ 3,000.00
Blanket Accident Reimbursement	up to \$ 10,000.00
Rehabilitation	up to \$ 3,000.00
Tuition	up to \$ 2,000.00
Special Treatment Travel	up to \$ 1,000.00
Out of Province Medical Accident (inside Canada)	up to \$ 10,000.00
Eyeglass, Contact Lens (Resulting from Injury)	up to \$ 100.00
Emergency Transportation	up to \$ 50.00
Blanket Dental	up to \$ 2,000.00
Future Dental Benefit	up to \$ 1,000.00
Dentures/Bridgework	up to \$ 2,000.00
Fractures	up to \$ 500.00
Babysitting	up to \$ 500.00
Youth Wage Loss	up to \$ 1,000.00
Aggregate Limit Payable for any one Accident	up to \$2,000,000.00

With respect to agreement No: AS PER DECLARATION PAGE

The Insurer hereby agrees to insure accidents resulting in Death or Bodily Injury (as per schedule of Benefits) of all Amateur Members participating as Players, Managers, Coaches, Trainers, Executives, General Members, Volunteers, Auxiliary Workers, Employees and Officials being members of the Association, League, Club and Teams, herein collectively called the Insured persons subject to the terms and conditions of this policy.

## **Eligibility**

To be eligible for insurance all members shall be participating as Players, Managers, Coaches, Trainers, Executives, General Members or Officials, volunteers, auxiliary workers and employees in practice or competition in the sport under the supervision and direction of the Insured.

## **Schedule of Insurance**

This plan covers all accidents to:

- a) members participating in a practice or competition in the sport;
- b) members being transported with other player members and group to or from the place of such practice or game; which is organized under the direction of the Insured;
- c) members while riding as a passenger, boarding or alighting from a flight on a multi engine transport type aircraft operated by a licensed airline maintaining published schedules or licensed charter airline; within the Territorial Limits as shown on Declarations.

## **GENERAL CONDITIONS**

### **1) AMOUNT OF INSURANCE**

The amount of insurance coverage for each member of the community sport association, league, club or team insured under this policy shall be in accordance with the schedule of benefits shown in this policy.

### **2) EFFECTIVE DATE OF INSURANCE**

Insurance coverage is effective on the date of the enrolment of the Insured person(s).

### **3) TERMINATION OF INSURANCE**

The insurance shall terminate at 12:01 A.M., Standard Time, on the date stated.

### **4) LIMITATIONS AND EXCLUSIONS**

The present insurance does not cover:

- a) purchase, repair or replacement of eyeglasses, contact lenses or prescriptions thereof. (Except as otherwise provided herein),
- b) sickness or disease either as a cause or effect,
- c) any benefits that are available under any Government Health Insurance Plan, whether enrolled in such a plan or not for which the Insured is eligible,
- d) any intentionally self inflicted bodily injury while sane or self-inflicted injury while insane,
- e) any act of war, or undeclared war, invasion or civil war,
- f) professional athletes earning the major portion of their income from sports activity.
- g) riding as a passenger or otherwise in any vehicle or device for aerial navigation, other than as provided in the section entitled "Aircraft Coverage",
- h) participating in any speed contest or racing,
- i) for x-rays, repair or replacement of existing dentures, fillings or crowns, bridges or orthodontic appliances except as provided in the section entitled "Dental Expense",
- j) for experimental drugs not approved by Drugs Directorate, Health Protection Branch of Health and Welfare Canada,
- k) for medical services rendered by nurses, physiotherapists, certified athletic sports therapists and chiropractors employed or engaged by the Policyholder,

This policy is subject to and will not contravene any Federal or Provincial statutory requirement with respect to Hospital and/or Medical plans. Benefits will be reduced under the Accident Reimbursement Expense and Dental Expense sections of this policy by any amount paid or payable under any other policy providing similar reimbursement expenses.

The insurance provided under this policy is available to legal residents of Canada only.

## **5) DEFINITIONS**

Accident: happening due to external, violent, sudden, fortuitous causes beyond the member's control. This happening must occur while the insurance is in force.

Injury: bodily injury suffered by a member caused directly by an accident as described above independent of any sickness or other causes.

Insured: a member(s) who is participating in the sport named as a player, manager, coach, trainer, executive general member or official, volunteers, auxiliary workers and employees of one of the affiliated organizations of the Insured.

## **6) NOTICE OF PROOF OF CLAIM**

In the event of a claim the claimant shall;

- a) give written notice to Sports-Can Insurance Consultants Ltd. or its representatives not later than 30 days from the date of such accident, and
- b) furnish to Sports-Can Insurance Consultants Ltd. or its representatives on forms provided, such proof of claim as is reasonably possible within 90 days from such date, and
- c) furnish a certificate as to the cause and nature of the accident for which the claim is made from a legally qualified Medical or Dental Practitioner, if so required by the Insurer.

In the event of a claim by reason of death of a member, the Insurer shall be entitled to receive on forms provided by it due proof of such death, as well as of the title and right of the claimant. Any action or proceedings against the Insurer for the recovery of any claim under this policy 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.

## **7) CURRENCY**

All payments to or by the Insurer under this policy shall be paid in Canadian Currency.

## **8) THE CONTRACT**

This policy constitutes the entire contract. No provision of this policy may be altered, waived or modified except by an endorsement hereon signed by the Insurer.

## **9) ACCIDENTAL DEATH**

If any member dies while insured hereunder, the Insurer will, subject to the provisions set forth in this policy, pay to the Insured, who shall forward to the beneficiaries or their legal representatives, the amount of benefit of which the member is covered hereunder.

## **10) ACCIDENT BENEFITS**

If proof be furnished satisfactory to the Insurer that a member insured under this policy has suffered any loss or expense as a direct result of bodily injury or injuries caused solely through accidental, violent or external causes and that such loss resulted within the time limit as specified herein, then, except as provided in the General Conditions, Limitations and Exclusions, the Insurer upon approval of said proof, will pay the benefits for such loss or expense as provided in the following tables.

All losses shall be payable; to the parent(s) and/or guardian of the insured junior member; or to the adult member; or as otherwise designated by them.

Indemnity provided under this section will not be paid under any circumstances for more than one (1) of the losses, the greatest, sustained by any one (1) Insured Person as the result of any one (1) accident. In the event Loss of Life occurs within ninety (90) days after the date of the accident, the maximum amount payable will be the Principal Sum.

## BENEFITS

### **LOSS OF LIFE, LOSS OF USE, DISMEMBERMENT OR LOSS OF SIGHT (SPECIFIC LOSS ACCIDENT INDEMNITY)**

When injury results in any of the following losses within three hundred and sixty five (365) days after the date of the accident, the Insurer will pay:

#### For Loss of

Life	The Principle Sum
The Entire Sight of Both Eyes	Two Times the Principle Sum
Speech and Hearing in Both Ears	Two Times the Principle Sum
One Hand and the Entire Sight of One Eye	Two Times the Principle Sum
One Foot and the Entire Sight of One Eye	Two Times the Principle Sum
The Entire Sight of One Eye	One and One-Third Times the Principle Sum
Speech	One and One-Third Times the Principle Sum
Hearing in Both Ears	One and One-Third Times the Principle Sum
Hearing in One Ear	Two-Thirds of the Principle Sum
All Toes of One Foot	One-Half of the Principle Sum

#### For Loss or Loss of Use of

Both Hands	Two Times the Principle Sum
Both Feet	Two Times the Principle Sum
One Hand and One Foot	Two Times the Principle Sum
One Arm	One and One-Half Times the Principal Sum
One Leg	One and One-Half Times the Principal Sum
One Hand	One and One-Third Times the Principle Sum
One Foot	One and One-Third Times the Principle Sum
Thumb and Index Finger or at Least Four Fingers of One Hand	Two-Thirds of the Principle Sum

#### For Total Paralysis of

Both Upper and Lower Limbs (Quadriplegia)	Two Times the Principle Sum
Both Lower Limbs (Paraplegia)	Two Times the Principle Sum
Upper and Lower Limbs of One Side of Body (Hemiplegia)	Two Times the Principle Amount

"Loss" as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint; as used with reference to arm or leg means complete severance through or above the elbow or knee joint; as used with reference to thumb means the complete severance of one (1) entire phalanx of the thumb; as used with reference to finger means the complete severance of two (2) entire phalanges of the finger; as used with reference to toe means the complete severance of one (1) entire phalanx of the big toe and all phalanges of the other toes; as used with reference to eye means the irrecoverable loss of the entire sight thereof.

"Loss" as above used with reference to speech means complete and irrecoverable loss of the ability to utter intelligible sounds; as used with reference to hearing means complete and irrecoverable loss of hearing.

"Loss" as above used with reference to quadriplegia, paraplegia and hemiplegia means the complete and irreversible paralysis of the respective limbs.

"Loss" as above used with reference to loss of use means the total and irrecoverable loss of use, provided the loss is continuous for twelve (12) consecutive months and such loss of use is determined to be permanent at the end of such period.

## **PROSTHETIC APPLIANCES - \$3,000.00**

When prescribed by a physician or surgeon and purchased within 52 weeks of the date of the accident, the Insurer will pay benefits for expenses incurred for artificial limbs and/or eyes up to a maximum of \$3,000.00 for each injury resulting in a loss requiring such an appliance. This does not include repairs, adjustments or replacement of same.

## **BLANKET ACCIDENT EXPENSE REIMBURSEMENT** - As per schedule of benefits

The Insurer will pay for medically necessary expense, for which coverage is not available under any Government Plan, incurred within 52 weeks of the date of the accident resulting in any injury which requires, within 30 days of the accident, the following services or supplies, while under the regular care and attendance of a physician, other than himself or a member of his immediate family, with respect to Items 1 - 7:

- 1) private duty nursing by a licensed graduate nurse (R.N.) who does not ordinarily reside in the Insured Person's Residence or is not a member of his Immediate Family;
- 2) transportation by a licensed ambulance service or, when recommended by a Physician, by any other conveyance licensed to carry passengers for hire to or from the nearest Hospital which is equipped to provide the required treatment;
- 3) Hospital charges for the difference between the public ward allowance under the Insured Person's Provincial Hospital Plan and the semi-private accommodation charge(private accommodation charge if recommended by a Physician);
- 4) rental of a wheelchair, iron lung and other durable equipment for therapeutic treatment, not to exceed the purchase price prevailing at the time rental became necessary;
- 5) expenses charged for the services of a licensed professional physiotherapist or certified athletic sports therapist ordered or prescribed by a Physician, provided such physiotherapist or sports therapist does not ordinarily reside in the Insured Person's Residence and is not a Member of the Immediate Family, subject to a maximum of three hundred dollars (\$300.00) per policy term;
- 6) expenses for prescription drugs, sera and vaccines, obtainable only upon a written prescription by a Physician or legally qualified dentist and dispensed by a registered pharmacist or Physician, but excluding any charges made for the administration of injectable drugs, sera and vaccines, subject to a dispensing maximum of a thirty (30) day supply;
- 7) miscellaneous expenses for hearing aids, crutches, splints, casts, trusses and braces, but not including replacement thereof; braces do not include dental braces and are subject to a maximum of three hundred dollars (\$300.00) for each injury per policy term, and not to exceed 50% of the cost of the brace;
- 8) expenses for the services of a licensed chiropractor, provided such chiropractor does not ordinarily reside in the Insured Person's Residence and is not a Member of the Immediate Family subject to a maximum of five hundred dollars (\$500.00) per policy term.

## **REHABILITATION BENEFIT**

If an accident causes injury to a member which requires the member to undergo special training in order to be qualified to engage in a special occupation in which he would not have engaged except for such injury, the Insurer will pay the reasonable and necessary expense actually incurred by any member but shall not exceed \$3,000.00, nor shall payment be made for any expense incurred more than three years after the date of the accident, nor shall payment be made for room, board or other ordinary living, travelling or clothing expense.

## **TUITION BENEFIT**

When, within 90 days from the date of the accident, an injury shall disable totally and confine a member to his or her residence for a period in excess of 90 days, the Insurer shall pay the expense incurred within six months from the

date of the accident for tutorial services of a qualified teacher holding a current Provincial Ministry of Education Teaching Certificate at a rate not to exceed \$20.00 per hour. In addition, the Insurer shall pay for rental of necessary equipment and required program software as suggested and approved by the Board of Education in which the member(s) is in attendance. All benefits payable under this section are subject to an aggregate limit of \$2,000.00.

## **SPECIAL TREATMENT TRAVEL EXPENSE BENEFIT**

If within 52 weeks of the date of the accident an injury requires special treatment that cannot be obtained in the municipality of a member's residence the Insurer will pay up to a maximum of \$150.00 per injured person per claim for travel expense incurred away from home, but not to exceed the maximum limit of \$1,000.00.

## **OUT OF PROVINCE SURGICAL AND MEDICAL ACCIDENT BENEFITS**

If bodily injury is sustained by a member as a result of an accident outside the province in which they are normally domiciled, but inside Canada, and he/she shall within 30 days from the date of an accident necessitate the services of a licensed Doctor of Medicine, Osteopath or Chiropractor and incur additional expenses such as surgical operations, hospital expenses, taking of x-rays, laboratory services or anesthetist fees the Insurer will pay for such charges for services outside the Province of Residence up to a maximum of \$10,000.00 excess of the benefits available under any Canadian Federal or Provincial hospital and/or medical plan regardless of whether or not the member(s) is enrolled in such a plan.

## **EMERGENCY TRANSPORTATION BENEFIT**

If an accident occurring in or on the premises or buildings requires immediate medical treatment, the Insurer will pay the reasonable expense incurred in transporting a member to a doctor's office or nearest hospital, subject to a maximum payment of \$50.00.

## **EYEGLASS AND CONTACT LENS EXPENSE (Resulting from Injury)**

- a) IF INJURY REQUIRES AND RECEIVES TREATMENT BY A PHYSICIAN OR DENTIST and also results in the breakage of eyeglasses or loss or breakage of a contact lens or lenses of a member, the Insurer will pay the actual cost of repair or replacement of the eyeglasses or contact lens or lenses up to a maximum of \$100.00 in respect to all such replacements or repairs during the term of this policy.
- b) If injury results in the purchase of eyeglasses upon the advice of a physician when they were not required nor worn previously the Insurer will pay the reasonable and necessary expense thereof.

## **BLANKET DENTAL ACCIDENT REIMBURSEMENT**

When injury to whole and sound teeth (capped or crowned teeth will, for the purpose of this policy be considered whole and sound), due to a force or blow external to the mouth and within thirty (30) days from the date of the accident, requires treatment, replacement or x-rays by a legally qualified dentist or dental surgeon who does not ordinarily reside in the Insured Person's Residence and is not a member of the Immediate Family, the Insurer will pay the reasonable and necessary expenses actually incurred by the Insured Person within fifty-two (52) weeks after the date of accident for such treatment or services but not to exceed the amount of Accidental Dental Expenses stated in the Schedule of Benefits as the result of any one (1) accident.

Any payments made under this section will be in accordance with the current Fee Guide for General Practitioners published by the Dental Association in the province or territory of the Insured Person's Residence, and reduced by any amount paid or payable under the section entitled "Dentures or Bridgework Benefit".

## **DENTURES OR BRIDGEWORK BENEFIT**

When, by reason of Injury, an Insured Person requires and received medical treatment from a Physician or legally qualified dentist who does not ordinarily reside in the Insured Person's Residence and is not a member of the Immediate Family, within thirty (30) days from the date of the accident and damage to or breakage of removable dentures, fixed bridgework and/or capped (crowned) tooth or teeth occurs as the result of such Injury, the Insurer will

pay the reasonable and necessary expenses actually incurred by the Insured Person within fifty-two (52) weeks after the date of the accident for the repair or replacement of such removable dentures, fixed bridgework and/or capped (crowned) tooth or teeth, not to exceed the amount of Dentures or Bridgework benefit stated in the Schedule of Benefits during any one (1) policy term for all such repairs or replacements.

## **WAGE LOSS**

A youth member actively employed by a business for wages on a part time basis who suffers an injury and is under the regular care of a Physician, and is unable to perform all the duties of the job, will be covered for 75% of the youth member's hourly wage during the disability. Actively employed means the youth member has been continuously employed prior to the date of the Accident. Benefits will be payable from the 15<sup>th</sup> day of disability, to a maximum of \$1,000 during the term of this Policy. With respect to seasonal employment, this benefit will not be paid past the date employment would have normally ceased.

## **BABYSITTING**

If a youth member requires and receives treatment for an injury by a Physician and is confined to home following the Accident, the Insurer will pay for a babysitter to tend to the youth member during normal school hours or during the Parent's workday if the Parent is unable to do so. The babysitter must be at least 18 years of age and not an immediate family member. This benefit is subject to an hourly maximum equal to the provincial minimum wage and an aggregate limit of \$500 per youth member during the term of this Policy.

### **Future Anticipated Dental Expense**

1.
  - a) If, at the end of fifty-two weeks from the date of the accident, further treatment is required, the Insurer will pay such future dental expenses that are incurred, prior to the member reaching nineteen years of age, provided that within sixty days after the fifty-two week period specified above, the Insured submits to the Insurer an estimate of the anticipated expenses from a licensed dentist for the dental treatment, as specifically necessitated by the injury. The Insurer will pay seventy-five percent of such future incurred expenses, but the total of such dental expenses, paid by the Insured under this provision shall not exceed the limit shown in the Schedule of Benefits.
  - b) The Insurer shall have the right, at his own expense to obtain from any licensed dentist of his choice, a second independent estimate of anticipated future expenses for dental treatment arising out of the accident. In the event that the Insurer obtains an estimate which anticipates a lesser expense than the member's estimate, the lesser of the two estimates will be the basis of future payments unless the two dentists come to an agreement as to the proposed future course of action and expenses, within sixty days from the date of a notice delivered by either the Insurer or the member to the other party, or unless a third dentist is appointed by both parties to arbitrate the difference within sixty days. Cost of the additional estimates or arbitration shall be borne by the Insurer and the Insured equally.
- 2) Dental Expense shall be payable only if required because of accidental injury to whole sound natural teeth. If dentures or bridgework benefit is not included.
- 3) Dental treatment shall include x-ray examination and repair or replacement of whole sound natural teeth.
- 4) Payment under this section is limited to that portion of expenses as permitted by law.

## **FRACTURE, DISLOCATION, TENDON SEVERANCE AND MISCELLANEOUS INDEMNITY**

When Injury results in any of the following fractures, dislocations, severances or miscellaneous conditions within three hundred and sixty-five (365) days after the date of the accident, the Insurer will pay up to the Fracture Indemnity maximum stated in the Schedule of Benefits in accordance with the percentages indicated below but not more than one (1) such indemnity, the largest, will be payable as the result of any one (1) accident.

For complete fracture (including Greenstick type fracture):

	Percentage of Fracture Indemnity
Of the skull (depressed)	100%
Of the skull (not depressed)	33%
Of the spine (one or more vertebrae)	50%
Of the jawbone (mandible or maxilla)	33%
Of the thigh (femur)	33%
Of the pelvis	33%
Of the knee cap	27%
Of the lower leg	25%
Of the shoulder blade	25%
Of the ankle (small bones)	25%
Of the wrist (small bones)	25%
Of the forearm (compound or comminuted)	23%
Of the forearm (not compounded)	12%
Of the sacrum or coccyx	17%
Of the sternum	17%
Of the arm, between elbow and shoulder	17%
Of the collarbone	12%
Of the nose	12%
Of two or more ribs	10%
Of one hand (one or more metacarpals)	8%
Of one foot (one or more metatarsals)	8%
Of the facial bones	8%
Of one rib	5%
Of any bone not specified above	3%

For complete dislocation:

Of the hip	42%
Of the knee (with open primary repair)	33%
Of the shoulder (with open reduction)	25%
Of the wrist	17%
Of the ankle	17%
Of the elbow	12%
Of the bones of foot, other than toes	8%

Severance of tendon or tendons:

Heel (achilles)	22%
Ankle	20%
Foot (not toes)	18%
Elbow	17%
Wrist	12%
Hand (including fingers)	12%

Miscellaneous:

Ruptured kidney (operative)	27%
Ruptured liver (operative)	27%
Ruptured spleen (operative)	27%
Punctured lung-with open surgery	23%
Burns-requiring one or more skin grafts	22%
Knee-injured and requiring surgery (when there is no fracture or dislocation)	22%
Bone operation-injured portion removed (when there is no fracture or dislocation)	20%

**No benefit is payable under this section, if a Death Benefit is to be paid, or has been paid or if any benefit has been paid under Blanket Accident Expense Reimbursement.**

## **AIRCRAFT COVERAGE**

Insurance provided under this policy includes Injury sustained while and in consequence of:

- (a) riding as a passenger, and not as a pilot, operator or member of the crew in or on any aircraft operated on a regular, special or chartered flight by a domestic or international scheduled air carrier, licensed by the Department of Transport of Canada or the governmental authority having jurisdiction over such air carrier in the country of its registry.
- (b) riding as a passenger, and not as a pilot, operator or member of the crew in or on any aircraft operated by the Canadian Armed Forces or by a similar military service of any duly constituted governmental authority of any other recognized country.
- (c) boarding or alighting from or being struck by any aircraft.

Notwithstanding (a) and (b) above, this policy excludes Injury sustained while and in consequence of riding in or on any aircraft owned, operated, leased or chartered by or on behalf of the Policyholder.

## **EXPOSURE AND DISAPPEARANCE**

If, by reason of an accident covered by this policy, an Insured Person is unavoidably exposed to the elements and, as the result of such exposure, suffers a loss for which indemnity is otherwise payable hereunder, such loss will be covered under the terms of this policy.

If the Insured Person is not found within one (1) year after the date of the disappearance, sinking or wrecking of the conveyance in which the Insured Person was riding at the time of the accident and under such circumstances as would otherwise be covered hereunder, it will be presumed the Insured Person suffered Loss of Life resulting from bodily Injury caused by an accident at the time of such disappearance, sinking or wrecking.

## **AGGREGATE LIMIT OF INDEMNITY**

The Insurer's aggregate limit of indemnity for all losses arising out of any one (1) accident, for which coverage is provided hereunder, is as stated in the Schedule of Benefits. In the event said limit of indemnity for any one (1) accident is insufficient to pay the full amount of indemnity for each Insured Person, then the amount payable for each Insured Person will be in the proportion that the limit of indemnity for any one (1) accident bears to the total amount of insurance that would have been payable, except for such limit of indemnity.

## **INDEMNITY PAYMENTS**

In the event the Insured Person is a minor, all indemnities payable hereunder will be payable to the custodial parent, or if there is none, to the guardian of the Insured Person.

If the Insured Person is not a minor, indemnity payable in the event of the Loss of Life of the Insured Person will be payable to the surviving Spouse or, if there is no Spouse, to the estate of the Insured Person.

"Spouse" means

- (a) an individual to whom the Insured Person is legally married,

- (b) an individual to whom the Insured Person is married by a marriage that is voidable and has not been declared null and void or
- (c) an individual of the opposite sex with whom the Insured Person has continuously cohabited for a minimum of one (1) year immediately before a loss is incurred under the Policy.

Only one (1) individual will qualify as a Spouse.

If the Insured Person is legally married but is also cohabiting with an individual of the opposite sex, the Spouse will be the individual to whom the Insured Person is legally married.

## **EFFECTIVE DATE OF INDIVIDUAL INSURANCE**

Insurance as to each person will take effect on the date such person becomes eligible, but in no event prior to the effective date of the policy.

## **INDIVIDUAL TERMINATIONS**

The insurance of an Insured Person will immediately terminate on the earliest of the following dates:

- (1) on the date this policy is terminated;
- (2) on the Term Premium due date if the Policyholder fails to pay the required premium for the Insured Person, except as the result of an inadvertent error; or
- (3) on the date the Insured Person ceases to be associated with the Policyholder in a capacity making such person eligible for insurance hereunder.

## **GENERAL PROVISIONS**

Written notice of Injury on which claim may be based must be given to the Insurer within sixty (days) after the date of the accident causing such Injury. Such notice given by or on behalf of the Insured Person or beneficiary, as the case may be, shall be deliverable to Sports-Can Insurance Consultants Ltd., 103-8411-200<sup>th</sup> Street, Langley, BC V2Y 0E7 or to any authorized agent of Sports-Can Insurance Consultants Ltd. with particulars sufficient to identify the Insured Person, will be deemed to be notice to the Insurer. Failure to give notice within the time provided in this policy will not invalidate any claim, if it is shown not to have been reasonably possible to give such notice during such time and that notice was given as soon as was reasonably possible, but in no event later than one (1) year after the date of the accident.

The Insurer, upon receipt of such notice, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not so furnished within thirty (30) days after the receipt of such notice, the claimant will be deemed to have complied with the requirements of this policy as to proof of such loss upon submitting, within the time fixed in this policy for filing proofs of loss, written proof covering the occurrence, character and extent of the loss for which claim is made.

Written proof of loss must be furnished to the Insurer within ninety (90) days after the date of such loss. Failure to furnish such proof within such time will not invalidate nor reduce any claim, if it is shown not to have been reasonably possible to furnish such proof during such time and that such proof was furnished as soon as was reasonably possible, but in no event later than one (1) year after the date of the accident.

The Insurer will have the right and opportunity to examine the person of the Insured Person when and so often as it may reasonably require during the pendency of claim hereunder, and also the right and opportunity to perform an autopsy in case of death unless prohibited by law.

All indemnities payable under this policy will be paid immediately after receipt of due proof.

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

This policy includes the endorsements and attached papers, if any, and contains the entire contract of insurance. No statement made by the applicant for insurance will void the insurance or reduce benefits hereunder unless contained

in a written application signed by the applicant. No agent has authority to change this policy or to waive any of its provisions. No change in this policy will be valid unless duly approved by the Insurer and such approval be endorsed hereon or attached hereto.

All statements contained in any such application for insurance will be deemed representations and not warranties.

Legal action will not be taken to recover benefits under this policy until sixty (60) days after proof of loss has been submitted to the Insurer. The claimant will be limited to a one (1) year period (three (3) years in the province of Quebec) from the expiration of the time within which proof of loss is required by the policy during which legal action may be taken.

If any time limitation specified in this policy for giving notice of claim, or submitting proof of loss, or undertaking legal action is less than that permitted by law of the province in which the claimant is residing at the time of loss, then the time limitation will not be less than that provided for by provincial law.

The policy may be cancelled by the Policyholder by mailing to the Insurer written notice stating when thereafter such cancellation will be effective. This policy may be cancelled by the Insurer by mailing to the Policyholder at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation will be effective. The mailing of such notice as aforesaid will be sufficient proof of notice and the effective date of cancellation stated in the notice will become the end of the policy period. Delivery of such written notice either by the Policyholder or by the Insurer will be equivalent to mailing.

Unless otherwise provided in the Schedule, if the Policy holder cancels, earned premiums will be computed in accordance with the customary short rate table and procedures. If the Insurer cancels, earned premiums will be computed pro rata. Premium adjustment may be made at the time cancellation is effected, and if not then made, will be made as soon as practicable after cancellation becomes effective. The Insurer's cheque or the cheque of its representative mailed or delivered as aforesaid will be sufficient tender of any refund of premium due the Policyholder.

The Insurer will be permitted to examine the Policyholder's records relating to this policy at any reasonable time, and from time to time until two (2) years after expiration of this policy or until final adjustment and settlement of all claims hereunder, whichever is the later.

### **Cyber Risks Endorsement (Personal Accident & Illness)**

Any benefits for **Bodily Injury** or **Illness** caused by or arising out of a **Cyber Act** or a **Cyber Incident** are payable, subject to the terms, conditions, limitations and exclusions of this policy.

**Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

**Cyber Incident** means:

- 1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- 1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

LMA5415

28 February 2020

**Infectious or Contagious Disease Exclusion during a PHEIC**

**(for use on consumer and commercial Accident/ Accident & Illness policies)**

1. {Your insurance policy} / {This Insurance} does not cover claims in any way caused by or resulting from an infectious or contagious disease, an outbreak of which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).
2. This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s).
3. This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC.
4. Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

LMA5500

13 May 2020



## WAR AND TERRORISM EXCLUSION ENDORSMENT

Notwithstanding any provisions to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For this purpose of this endorsement an act of terrorism mean an 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.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.



## **NUCLEAR, CHEMICAL, BIOLOGICAL TERRORISM EXCLUSION**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes any losses directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement:

"Nuclear, chemical, biological terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by 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 purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological" agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals, or plants.

If the Underwriters allege that by reason of this exclusion any loss is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.



## RADIOACTIVE CONTAMINATION EXCLUSION

This Policy excludes any claim directly or indirectly consequent upon or contributed by:

- a) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) Radioactive toxic explosion or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, however such release or explosion is caused.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.