



Group Insurance Contract

Policy Number: SRG 9116694A

AIG Insurance Company of Canada

(herein referred to as the "Company")

DECLARATIONS

- 1. Name of Policyholder:** Local Community Insurance Services, administered by Marsh Canada Limited
- 2. Address:** 120 Bremner Boulevard, Suite 800
Toronto, Ontario M5J 0A8
- 3. Effective Date:** 12:01 a.m. local time at the Policyholder's address on the **1st** day of **January, 2020.**
- 4. Expiration Date:** 12:01 a.m. local time at the Policyholder's address on the **1st** day of **January, 2021.**
- 5. Plan:** **SPECIAL RISK - WHILE ENGAGED IN VOLUNTEER ACTIVITIES OF THE POLICYHOLDER**
- 6. Eligible Classes of Insured Persons:**
 - Individuals who are under the age of Eighty (80) who are volunteers of the Policyholder and for which a Certificate of Insurance has been issued and is on file with the Company and Policyholder.

7. **Premiums Frequency:** Annually

8. **Schedule of Benefits:**

BENEFITS	PLAN A	PLAN B	PLAN C	PLAN D
Accidental Death	\$50,000.00	\$75,000.00	\$100,000.00	\$150,000.00
Accidental Dismemberment	\$50,000.00	\$75,000.00	\$100,000.00	\$150,000.00
Paralysis	\$100,000.00	\$150,000.00	\$200,000.00	\$300,000.00
Accident Weekly Disability <i>(Coverage under this benefit does not apply to an injury which occurs after the Insured Person has retired or attained age 65.)</i>	\$100.00	\$200.00	\$300.00	\$400.00
Accidental Para-Medical	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Accidental Dental Expense	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00

	Plan A	Plan B	Plan C	Plan D
9. Annual Premium: Volunteers 0-250	\$300.00	\$500.00	\$750.00	\$1,000.00
Volunteers 250-500	\$500.00	\$750.00	\$1,000.00	\$1,250.00
Volunteers 501+	\$750.00	\$1,000.00	\$1,250.00	\$1,500.00

10. **Aggregate Limit Per Accident:** \$2,500,000.00 any one (1) accident

In consideration of the payment of premiums by the Policyholder, the Company agrees to provide the benefits specified in this contract to persons within the Eligible Class of Members, subject at all times to the terms, limitations, exclusions and conditions of this contract.

Issue Date: December 11, 2019



Countersigned by _____

Authorized Representative

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SECTION 1 DEFINITIONS

1.1 DEFINITIONS

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

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

“Declarations” means the Declarations relating to this contract set out on page one (1) of this document.

“Dependent Child” means a person who is either the natural child (legitimate or illegitimate) of the Insured Person, or adopted child of the Insured Person, or step-child of the Insured Person, or an infant to which the Insured Person is *“in loco parentis”*, and who is:

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

“Effective Date” means the date stipulated as the Effective Date in the Declarations.

“Employer” means the Policyholder or an affiliate or subsidiary thereof which employs the Classes of Eligible Employees set out at item 6 of the Declarations.

“Hospital” means an establishment which:

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

“Immediate Family” means a person who is related to the Insured Person in any of the following ways: a Spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-

law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (including legally adopted or stepchild).

"Injury" means bodily Injury which is sustained by an Insured Person as a direct result of an unintended unanticipated accident, provided such accident is external to the body and occurs while the Insured Person's insurance under this contract is in force.

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

"Insured Member" means an individual who belongs to a Class of Eligible Members set out at item 6 of the Declarations, provided such individual's name is on file with the Policyholder as being insured under this contract.

"Insured Person" means Insured Member.

"Leased Aircraft" means an aircraft owned by a person other than the Insured Employee's Employer that is used by the Policyholder or such Employer under the terms of a fixed agreement for a specified duration of time.

"Loss" when used with reference to:

- (a) **"Quadriplegia"**, **"Paraplegia"**, and **"Hemiplegia"** means the complete and irreversible paralysis of such limbs;
- (b) **"Hand"** or **"Foot"** means the complete severance through or above the wrist or ankle joint, but below the elbow or knee joint;
- (c) **"Arm"** or **"Leg"** means the complete severance through or above the elbow or knee joint;
- (d) **"Thumb and Index Finger"** means the complete severance through or above the first (1st) phalange;
- (e) **"Fingers"** means the complete severance through or above the first (1st) phalange of all four (4) Fingers of One (1) Hand;
- (f) **"Toes"** means the complete severance of both phalanges of all the Toes of One (1) Foot;
- (g) **"The Entire Sight of One (1) Eye"** means the total and irrecoverable Loss of Sight such that corrected visual acuity must be 20/200 or less in such eye;
- (h) **"The Entire Sight of Both Eyes"** means the total and irrecoverable Loss of Sight in both eyes such that corrected visual acuity must be 20/200 or less and the field of vision must be less than twenty (20) degrees in both eyes. A Physician certified in Ophthalmology must clinically confirm the diagnosis in writing;
- (i) **"Hearing in One (1) Ear"** means the diagnosis of permanent Loss of Hearing in One (1) Ear, with an auditory threshold of more than ninety (90) decibels. A Physician certified in Otolaryngology must confirm the diagnosis in writing;
- (j) **"Hearing"** means the diagnosis of permanent Loss of Hearing in Both Ears, with an auditory threshold of more than ninety (90) decibels in each ear. A Physician certified in Otolaryngology must confirm the diagnosis in writing;

- (k) **“Speech”** means complete and irrecoverable Loss of the ability to utter intelligible sounds; and
- (l) **“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.

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

“Owned Aircraft” means an aircraft to which the Policyholder or the Employer (or a related company, subsidiary, affiliate, parent company, principal, officer or employee or family member of an officer or employee of the Policyholder, the Employer or such entity) holds legal or equitable title such that the Policyholder, Employer or such entity or person can use, alter or sell the aircraft as they wish.

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

“Principal Sum” means that amount specified in the Declarations as the “Principal Sum” for the Class of Eligible Members to which an Insured Person belongs.

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

“Sanctioned Activity” means an event or activity which takes place at the direction and with the approval of the Policyholder;

“Spouse” means a person who is under the age of seventy (70) and who is either:

- (a) legally married to the Insured Person, or if there is no such person;
- (b) a person who, although not legally married to the Insured Person, is cohabitating with the Insured Person for a period of at least one (1) year and is publicly represented as the Insured Person's domestic partner in the community in which they reside.

“Table of Losses” means the table set out in Section 6.2 of this contract.

“The Company” means AIG Commercial Insurance Company of Canada.

“Total Disability” or “Totally Disabled” (i) with respect to an Insured Person, means a state of incapacity of the Insured Person resulting from an Injury that requires treatment by a Physician within thirty (30) days of the date of the accident causing Injury; and

- (a) such Injury, prevents the Insured Person from performing, in any setting, each and every duty of the occupation he or she held with their Employer immediately before the date of such accident; and
- (b) and with respect to an Insured Person, means a state of incapacity of the Insured Person resulting from an Injury that requires treatment by a Physician within thirty (30) days of the date of the accident causing Injury and which prevents the Insured Person from performing, in any setting, the essential duties of any occupation for which the Insured Person has the minimum qualifications.

SECTION 2 TERM OF COVERAGE

2.1 TERM OF CONTRACT

This contract commences on the Effective Date and unless otherwise terminated or cancelled in accordance with the terms of this contract, it shall continue in effect until the last day of the period for which premium has been paid.

2.2 TERMINATION OF CONTRACT

- (a) The Policyholder may terminate this contract by giving at least thirty-one (31) days advance written notice to the Company by registered mail at the Company's Head Office which termination shall be effective at 12:01 am at the Policyholder's address on the date set out in such notice. In the event that this contract is terminated by the Policyholder, the Company shall refund the amount of premium, if any, paid in excess of the short rate premium for the time this contract was in effect, according to the short rate table in use by the Company at the time of termination.
- (b) The Company may terminate this contract effective at any time by providing at least thirty-one (31) days advance written notice of termination to the Policyholder which termination shall be effective at 12:01 am at the Policyholder's address on the date set out in such notice. A notice of termination given to the Policyholder by the Company shall be binding on each Insured Person as if such notice had been sent directly to each Insured Person. A pro rata premium shall be paid by the Policyholder for any fraction of a month for which this contract is in effect.

SECTION 3 PREMIUM

- (a) If the Policyholder has elected to pay premium annually, all required premium shall be paid by the Policyholder on or before the sixtieth (60th) day after the Effective Date. In the event of a change in coverage any additional premium must be paid on or before the sixtieth (60th) day after the Effective Date of such change.
- (b) If all the required premium is not paid during the applicable period set out in Section 3 (a) this contract and the coverage hereunder does not come into effect. If all the premium is not paid as required under Section 3 (a), this contract terminates at the end of the period permitted under such Section for the payment of premium and the Policyholder shall owe and shall pay to the Company all the premiums accruing up to the date of termination of this contract.
- (c) The Company may, by notifying the Policyholder, alter the rate stipulated in the Declarations at which premiums shall be computed. The Company shall provide the Policyholder with at least sixty (60) days advance written notice of any such change in rates.

SECTION 4 POLICYHOLDER'S OBLIGATIONS

4.1 INFORMATION TO BE PROVIDED TO INSURED PERSONS

- (a) The Policyholder shall, upon request of an Insured Member, provide such person with a copy of this contract.

4.2 INFORMATION TO BE FURNISHED ABOUT INSURED PERSONS

The Policyholder must provide the Company, upon request, with all the information the Company requires to properly administer the coverage provided under this contract including but not limited to:

- (a) an accurate list of the names and addresses of Insured Members and the information required to determine an Insured Member's Principal Sum, the amount of any benefit payable hereunder and the applicable premium for each Insured Member.

4.3 ACCESS TO RECORDS

On reasonable advance written notice, provided by the Company to the Policyholder, the Policyholder shall grant the Company access to salary records and other files which pertain to and which would allow the Company to verify eligibility, an Insured Person's Principal Sum, the amount of any benefit payable hereunder and the premium to be paid hereunder.

SECTION 5 PERMITTED ACTIVITIES AND SCOPE OF COVERAGE

- (a) This contract affords coverage to an Insured Member only while participating in a Sanctioned Activity. An Insured Member is eligible for the benefits set out herein, provided that the Insured Member was participating in, or travelling to or from, a Sanctioned Activity at the time of the accident causing Injury.

SECTION 6 PRIMARY BENEFIT

6.1 ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

The Company shall pay the amount specified in the Table of Losses, if an Insured Person sustains a Loss stated therein resulting from Injury, provided that:

- (a) such Loss occurs within three hundred and sixty-five (365) days after the date of accident causing such Loss;
- (b) the amount of the benefit payable for any such Loss shall be the amount set out in the Table of Losses, for that specific Loss in Item 8; Schedule of Benefits under Section, Declarations ;
- (c) if more than one (1) Loss is sustained as the result of any accident, only one (1) benefit shall be payable, the largest.

6.2 TABLE OF LOSSES

Loss of Life	The Principal Sum
Loss of Both Hands or Both Feet	The Principal Sum
Loss of Entire Sight of Both Eyes.....	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of One Hand and the Entire Sight of One Eye	The Principal Sum
Loss of One Foot and the Entire Sight of One Eye	The Principal Sum

Loss of One Arm or One Leg	Four-Fifths of The Principal Sum
Loss of One Hand or One Foot	Three-Quarters of The Principal Sum
Loss of The Entire Sight of One Eye	Three-Quarters of The Principal Sum
Loss of Thumb and Index Finger of the Same Hand.....	One-Third of The Principal Sum
Loss of Speech and Hearing.....	The Principal Sum
Loss of Speech or Hearing	Three-Quarters of The Principal Sum
Loss of Hearing in One Ear.....	Two-Thirds of The Principal Sum
Loss of Four Fingers of One Hand.....	One-Third of The Principal Sum
Loss of All Toes of One Foot	One-Quarter of The Principal Sum

Loss of Use

Loss of Use of Both Arms or Both Hands.....	The Principal Sum
Loss of Use of One Hand or One Foot.....	Three-Quarters of The Principal Sum
Loss of Use of One Arm or One Leg.....	Four-Fifths of The Principal Sum

Paralysis

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

6.3 DISAPPEARANCE

If the body of an Insured Person has not been found within one (1) year of the forced landing, stranding, sinking or wrecking of a conveyance in which such person was an occupant, then, for the purposes of this contract such Insured Person shall, in the absence of any evidence to the contrary, be deemed to have suffered Loss of Life.

SECTION 7 ADDITIONAL BENEFITS

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

7.1 WEEKLY ACCIDENT INDEMNITY BENEFIT

The Company shall pay a Weekly Accident Indemnity during a period of continuous total disability of an Insured Person resulting from injury, provided that:

- (a) such period of disability commences within thirty days after the date of the accident causing such injury; and
- (b) such indemnity shall be payable after a 15 day waiting period commencing on the 16th day;
- (c) such indemnity shall be payable at the rate stated in Item 8; Schedule of Benefits under Section, Declarations, as applicable to such Insured Persons chosen coverage; and
- (d) the maximum period for which such indemnity shall be payable for any one such period of disability shall not exceed 52 weeks.
- (e) If total disability is contributed to or caused by any of the following conditions, the benefit maximum period is reduced as follows: Limitations for Strains, Sprains, Hernias and Contusions will be payable after the 15 day waiting period for a total maximum of 4 weeks for each occurrence where total disability is contributed to or caused by a strain, sprain, hernia or contusion. Once this 4 week cumulative maximum time period is reached, no further benefits will be paid.
- (f) for those members who are unemployed, retired or a non-income earner, in no event will we pay less than \$50.00 per week. This \$50.00 weekly benefit will be payable for a maximum of thirteen weeks.
- (g) the Insured Member has not retired nor attained age 65 as of the date of the injury.

7.2 REHABILITATION BENEFIT

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

- (a) such training is required because of such Injury and in order for the Insured Person to be qualified to engage in an occupation in which he or she would not have been engaged except for having suffered such Injury;
- (b) the training expenses are incurred within two (2) years from the date of the accident causing such Injury; and
- (c) no payment shall be made for ordinary living, travelling or clothing expenses.

The maximum amount payable for this benefit for all Injuries resulting from any one (1) accident is twenty thousand dollars (\$20,000.00) per Insured Person.

7.3 HOME ALTERATION AND VEHICLE MODIFICATION

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

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

This benefit is payable only if:

- (a) home alterations are made on behalf of the Insured Person and carried out by an experienced individual in such alterations and recommended by a recognized organization, providing support and assistance to wheel-chair users; and
- (b) vehicle modifications are made on behalf of the Insured Person and carried out by an experienced individual in such matters and modifications are approved by the Provincial vehicle licensing authorities in the Insured Person's province of residence.

The maximum amount payable for this benefit for all Injuries resulting from any one (1) accident is twenty thousand dollars (\$20,000.00) per Insured Person.

7.4 WORKPLACE MODIFICATION AND ACCOMMODATION BENEFITS

If an Insured Person suffers Injury resulting in a Loss (other than Loss of Life) for which the Company has paid a benefit set out in the Table of Losses and which Loss results in and necessitates the use of special adaptive equipment and/or workplace modification in order to reasonably accommodate the Insured Persons return to active full-time work with his or her Employer, the Company shall pay to the Insured Persons Employer, upon the Insured Persons return to active full-time work with the Employer, the reasonable and necessary expenses actually incurred by the Employer for such adaptive equipment and/or workplace modification provided:

- (a) the Employer agrees in writing with the Company to provide the special adaptive equipment and/or make modifications to the workplace for the purpose of making it accessible and adaptable to the needs of such Insured Person;
- (b) the Employer acknowledges in writing to the Company that the performance of the essential duties of such Insured Persons job may be altered;
- (c) the proposed special adaptive equipment and/or workplace modification have been approved in advance of an expense being incurred by the Employer for such equipment or modification.

The Company shall be afforded the opportunity to examine the Insured Person to evaluate the appropriateness of the proposed modifications.

This benefit is payable only once in connection with Injuries and Losses suffered by any one (1) Insured Person, regardless of the number of policies providing coverage for a workplace modification and accommodation benefit that may be issued by the Company to the Policyholder or the Employer.

The maximum amount payable for this benefit for all Injuries resulting from any one (1) accident is five thousand dollars (\$5,000.00) for each Insured Person.

7.5 IN-HOSPITAL BENEFIT

If an Insured Person suffers Injury resulting in a Loss (other than Loss of Life) for which the Company has paid a benefit set out in the Table of Losses, and as a consequence of such Loss the Insured Person is, pursuant to the instructions of a Physician, confined to a Hospital for more than five (5) consecutive overnight stays, the Company will pay:

- (a) for a period of confinement in Hospital of more than thirty (30) consecutive overnight stays, 1% of the Insured Person's Principal Sum; or
- (b) for a period of confinement of thirty (30) consecutive overnight stays or less, one thirtieth (1/30) of the amount determined in accordance with Section 7.5(a) for each overnight stay in Hospital.

The Company will pay this benefit monthly, retroactive to the first (1st) overnight stay of confinement in Hospital.

The maximum amount payable for this benefit for all Injuries resulting from any one (1) accident per Insured Person is two thousand five hundred dollars (\$2,500.00) per month.

Benefits are not payable for more than a total of twelve (12) months of confinement for any one (1) accident causing Injury.

Successive periods of confinement to Hospital for Injury resulting from the same accident, if separated by a period of less than three (3) months, are considered one (1) period of confinement to Hospital for the purposes of calculating this benefit.

7.6 FAMILY TRANSPORTATION

If an Insured Person suffers Injury resulting in a Loss (other than Loss of Life) set out in the Table of Losses and if such Loss requires that the Insured Person be confined to a Hospital located more than one hundred (100) kilometers from his or her permanent place of residence, the Company shall pay the reasonable and necessary expenses actually incurred for the transportation of one (1) Immediate Family member to such Hospital. This benefit is only payable if:

- (a) confinement to Hospital occurs within three hundred and sixty-five (365) days of the accident causing Injury; and
- (b) reimbursement of expenses are limited to the cost of one (1) economy class return airfare via the most direct route, or the equivalent amount toward another type of common carrier transportation for such Immediate Family member.

The maximum amount payable for this benefit for all Injuries resulting from any one (1) accident is twenty thousand dollars (\$20,000.00) per Insured Person.

7.7 REPATRIATION BENEFIT

If an Insured Person suffers Injury causing Loss of Life and:

- (a) such Loss of Life occurs more than fifty (50) kilometers from his or her permanent city of residence; and
- (b) such Loss of Life occurs within three hundred and sixty-five (365) days of the date of the accident causing the Injury,

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

The maximum amount payable for this benefit for all Injuries resulting from any one (1) accident is twenty thousand dollars (\$20,000.00) per Insured Person.

7.8 IDENTIFICATION BENEFIT

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

- (a) commercial lodging and board while en route and/or during the stay in the city or town where the body is located (not to exceed a maximum duration of three (3) consecutive nights); and
- (b) transportation by the most direct route to such location.

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

Payment will not be made for ordinary living, traveling or clothing expenses, other than as specifically stated above. If transportation occurs in a vehicle or device other than one (1) operated under the license for the conveyance of passengers for hire, the reimbursement of transportation expenses will be limited to a maximum of twenty cents (\$0.20) per kilometer traveled.

This benefit is payable only once in connection with Injuries and Losses suffered by any one (1) Insured Person, regardless of the number of policies providing coverage for this benefit for such Insured Person, that may be issued by the Company.

The maximum amount payable for this benefit is five thousand dollars (\$5,000.00) per Insured Person.

7.9 SEAT BELT BENEFIT

If an Insured Person suffers Injury resulting in Loss of Life for which the Company has paid a benefit set out in the Table of Losses, the Company shall pay an additional amount equal to 10% of the Insured Person's Principal Sum if Injury causing the Loss of Life results while he or she is a passenger or driver of a Private Passenger Type Automobile and his or her seat belt is properly fastened. The actual use of the seat belt must be verified and be evidenced in the official report of accident or certified by the investigating officer.

The maximum amount payable for this benefit is fifty thousand dollars (\$50,000.00) per Insured Person.

7.10 DAY CARE BENEFIT

If an Insured Person suffers Injury resulting in Loss of Life for which the Company has paid the benefit set out in the Table of Losses, the Company will pay to the legal guardian of any surviving Dependent Child of the Insured Person, an amount equal to the lesser of the following:

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

This benefit is payable annually for a maximum of four (4) consecutive payments per Dependent Child:

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

7.11 DEPENDENT CHILD EDUCATIONAL BENEFIT

If an Insured Person suffers Injury resulting in Loss of Life for which the Company has paid the benefit set out in the Table of Losses, the Company will reimburse the annual tuition, not including room and board, charged by an Institution of Higher Learning per school year for each Dependent Child of such Insured Person up to the lesser of the following amounts:

- (i) five thousand dollars (\$5,000.00) per school year; or
- (ii) 5% of such Insured Person 's Principal Sum.

This benefit is payable annually up to a maximum of four (4) consecutive payments per Dependent Child:

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

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

7.12 SPOUSAL EDUCATIONAL BENEFIT

If an Insured Person suffers Injury resulting in Loss of Life, for which the Company has paid the benefit set out in the Table of Losses, the Company will pay to the Insured Person's Spouse the actual cost incurred for a professional or trades training program in which such Spouse enrolls for the purpose of obtaining an independent source of support and maintenance provided such cost is incurred not later than thirty (30) months after the Insured Person's Loss of Life.

The maximum amount payable for this benefit is fifteen thousand dollars (\$15,000.00) per Insured Person.

7.13 FUNERAL EXPENSE

If an Insured Person suffers Injury resulting in Loss of Life for which the Company has paid the benefit set out in the Table of Losses, the Company will reimburse the person who has incurred the actual expenses pertaining to the cremation, burial or funeral expenses of the Insured Person.

The maximum amount payable for this benefit is five thousand dollars (\$5,000.00) per Insured Person.

7.14 ACCIDENTAL PARA-MEDICAL EXPENSE REIMBURSEMENT BENEFIT

If as a result of Injury, and within thirty (30) days from the date of the accident causing such Injury, an Insured Person who is insured under a Canadian provincial or territorial government health insurance plan obtains medical treatment in Canada from a legally qualified Physician and as a consequence of such Injury incurs expenses for any of the following para-medical services when recommended by a legally qualified Physician, the Company shall reimburse the Insured Person for the following reasonable and necessary expenses:

- (a) fees for private duty nursing by a licensed graduate nurse (R.N.) who does not ordinarily reside in the Insured Person's home and who is not a member of the Insured Person's Immediate Family. This benefit is payable up to fifty dollars (\$50.00) per hour to a maximum of five thousand dollars (\$5,000.00) per Insured Person for all Injuries resulting from any one (1) accident;
- (b) transportation costs, when such service is provided by a professional ambulance service to the nearest approved Hospital which is equipped to provide the required and recommended necessary treatment. This benefit is payable up to a maximum of five thousand dollars (\$5,000.00) per Insured Person for all Injuries resulting from any one (1) accident;
- (c) Hospital charges for the difference between the public ward allowance under the Insured Person's provincial or territorial government health insurance plan and the accommodation charge for a semi-private Hospital room. This benefit is payable up to a maximum of five thousand dollars (\$5,000.00) per Insured Person for all Injuries resulting from any one (1) accident;
- (d) fees for rental of a wheelchair, iron lung or other durable equipment, not to exceed the purchase price prevailing at the time rental became necessary;
- (e) fees for services of a licensed physiotherapist. This benefit is payable up to a maximum of three hundred dollars (\$300.00) per Insured Person for all Injuries resulting from any one (1) accident;
- (f) cost of prescription drugs and medicines (except in the Province of Quebec);
- (g) expenses for hearing aids, crutches, splints, casts, trusses and braces, but excluding replacement thereof; and
- (h) fees for services of a licensed chiropractor. This benefit is payable up to a maximum reimbursement of three hundred dollars (\$300) per Insured Person for all Injuries resulting from any one (1) accident.

Reimbursement shall only be made provided that expenses are:

- (a) incurred in Canada;
- (b) incurred within fifty-two (52) weeks of the date of the accident causing Injury;

- (c) incurred only for therapeutic and not elective treatment; and
- (d) supported by an original receipts submitted to the Company as proof of claim.

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

The maximum amount payable for this benefit is ten thousand dollars (\$10,000.00) per Insured Person for all Injuries resulting from any one (1) accident.

7.15 ACCIDENTAL DENTAL EXPENSE REIMBURSEMENT

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

Reimbursement shall only be made provided that expenses are:

- (a) incurred in Canada;
- (b) incurred within fifty-two (52) weeks of the date of the accident causing Injury;
- (c) incurred only for therapeutic and not elective or aesthetic treatment; and
- (d) supported by an original standard dental claim form submitted to the Company as proof of claim.

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

The maximum amount payable for this benefit is five hundred dollars (\$500.00) per Insured Person for all Injuries resulting from any one (1) accident.

SECTION 8 BENEFICIARY DESIGNATION

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

SECTION 9 EXCLUSIONS AND LIMITATIONS

9.1 LIMITATIONS

The maximum amount payable per Insured Person under this contract for Losses sustained by any one (1) Insured Person as the result of any one (1) accident is the Principal Sum, except where a Loss is Quadriplegia, Paraplegia or Hemiplegia, in which case the maximum amount payable per Insured Person is the amount indicated for such Loss in the Table of Losses. This limitation does not apply to the additional benefits set out in Section 7 which are subject to their own specific limits.

9.2 AGGREGATE LIMIT PER ACCIDENT

The maximum amount payable by the Company under this contract for two (2) or more Insured Persons who suffer an Injury in any one (1) accident is the amount which is the Aggregate Limit per Accident set out in the Declarations.

If the total of the benefits which would be paid by the Company would exceed the Aggregate Limit per Accident, the Company shall not be liable to any one (1) Insured Person for any amount in excess of the Aggregate Limit per Accident. Each injured Insured Person's benefits shall be a portion of the benefits to which they otherwise would have been entitled hereunder. That portion shall be the proportion of what the Company would have paid hereunder to the Insured Person relative to what the Company would have paid hereunder to all Insured Persons who suffered an Injury in such accident but for the Aggregate Limit per Accident.

9.3 EXCLUSIONS

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

- (a) suicide or any attempt thereat by the Insured Person while sane;
- (b) self inflicted Injury or any attempt thereat by the Insured Person while sane or insane;
- (c) declared or undeclared war or any act thereof;
- (d) sickness, disease, or bodily infirmity whether the Loss or claim results directly or indirectly from any of these;
- (e) mental incapacity whether the Loss or claim results directly or indirectly from any mental incapacity;
- (f) sustained while the Insured Person is undergoing the medical or surgical treatment of sickness, disease, or bodily or mental infirmity;
- (g) stroke or cerebra vascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis, aneurysm;
- (h)
 - (i) travel or flight in or on (including getting in or out of, or on or off of) any Aircraft , if the Insured Employee is:

- a) riding as a passenger in any Aircraft not intended or licenced for the transportation of passengers; or
 - b) performing, learning to perform or instructing others to perform as a pilot or crew member of any Aircraft; or
 - c) riding as a passenger in an Owned Aircraft, Leased Aircraft or on a Charter Flight.
- (ii) travel or flight in or on (including getting in or out of, or on or off of) any Aircraft or any craft designed to fly or glide above the Earth's surface:
- a) except as a passenger on a regularly scheduled commercial airline; or
 - b) being used for crop dusting, spraying or seeding, fire-fighting, traffic patrol, air ambulance, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; or
 - c) operating to or from off-shore landing sites; or
 - d) used in any operation that requires a special permit from the Civil Aviation Branch of Transport Canada, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on).
- (i) infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes;
- (j) injury or Loss sustained while the Insured Person is on full-time active duty in the armed forces or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured Person is on full-time active duty shall, upon application to the Company by the Policyholder, be refunded);
- (k) injury or Loss sustained while the Insured Person is under the influence of alcohol and operating any vehicle or means of transportation or conveyance while his or her blood alcohol is over eighty (80) milligrams in one hundred (100) milliliters of blood;
- (l) injury or Loss sustained while the Insured Person is under the influence of a drug or substance which is controlled as specified under the Controlled Drug and Substances Act (Canada) unless taken pursuant to the advice of and in strict accordance with the instructions of a duly licensed Physician;
- (m) the commission or attempted commission by an Insured Person or Injury incurred while an Insured Person is in the course of committing or attempting to commit any act which if adjudicated by a court would be an indictable offence under the laws of the jurisdiction where the act was committed;
- (n) an act, attempted act or omission taken or made by the Insured Person, or an act, attempted act or omission taken or made with the Insured Person's consent, for the purposes of interrupting the blood flow to the Insured Person's brain or to cause asphyxiation to the Insured Person whether with intent to cause harm or not;
- (o) natural causes; and
- (p) an accident occurring (i) while the Insured Member is not engaged in a Sanctioned Activity.

SECTION 10 GENERAL PROVISIONS

10.1 THE CONTRACT

The contract between the Policyholder and the Company consists of:

- (a) this document, including the Declarations; and
- (b) any written amendment(s) to this document issued by the Company.

The contract can be changed or amended without the consent of any Insured Person.

10.2 AMENDMENTS

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

10.3 WAIVER

The Company 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 and signed by the Company.

10.4 NOTICE

Any notice required or permitted to be given to or by the Policyholder or the Company pursuant to this contract shall be in writing and shall be deemed to be properly given if sent by prepaid registered mail to the applicable party at the address indicated below:

In the case of the Policyholder:

**Local Community Insurance Services, administered by
Marsh Canada Limited**
120 Bremner Boulevard, Suite 800
Toronto, Ontario M5J 0A8

In the case of the Company:

AIG Insurance Company of Canada
120 Bremner Boulevard, Suite 200
Toronto, Ontario M5J 0A8

10.5 NOTICE AND PROOF OF CLAIM

The Policyholder or its agent, or a beneficiary entitled to make a claim or his or her agent, shall give written notice of claim to the Company by delivery thereof, or by sending it by registered mail, to the Head Office of the Company or to the address set out in Section 10.4;

- (a) not later than thirty (30) days from the date of the accident;
- (b) within ninety (90) days from the date of the accident or the Injury, furnish to the Company such proof of claim as is reasonably possible in the circumstances of the happening of the accident or Injury occasioned thereby; and
- (c) if so required by the Company, furnish a certificate as to the cause and nature of the accident or Injury caused thereby, for which the claim is made and as to the duration of the Injury or Loss, from a legally qualified medical practitioner.

10.6 FAILURE TO GIVE NOTICE OR PROOF

Failure to give notice of claim or furnish proof of claim within the time prescribed in Section 10.5 will not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible and in no event later than one (1) year from the date of the accident or the Injury and if it is shown that it was not reasonably possible to give notice or furnish proof within the time as prescribed.

10.7 RIGHT OF EXAMINATION

The Company has the right, and any Insured Person making a claim shall afford to the Company an opportunity, to examine him or her when and as often as the Company may reasonably require while the claim hereunder is pending, and also, in the case of the Loss of Life of an Insured Person, to make an autopsy subject to any law of the Insured Person's province of residence relating to autopsies.

10.8 WHEN MONEYS PAYABLE

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

10.9 LIMITATION OF ACTIONS

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

10.10 PAYMENT OF CLAIMS

The benefit payable for Loss of Life will be payable in accordance with Section 8 .

Unless otherwise specified herein:

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

SECTION 11 ADDITIONAL PROVISIONS

11.1 CURRENCY

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

11.2 ASSIGNMENT

The Policyholder cannot assign this contract without the consent of the Company.

Neither the insurance provided hereunder nor benefits payable hereunder may be assigned.

11.3 NON-PARTICIPATING

Neither the Policyholder nor any Insured Person is entitled to share in the profits or surplus of the Company.

11.4 GOVERNING LAW

The relationship between the Company and the Policyholder shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

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

11.5 CONFORMITY WITH APPLICABLE LAW

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

11.6 NOT IN LIEU OF WORKMEN'S COMPENSATION

This contract is not in lieu of and does not affect any requirement for coverage under Workmen's Compensation legislation or similar law.

11.7 INFORMATION TO BE PROVIDED TO INSURED PERSONS

The Policyholder shall inform Insured Persons regarding the coverage which is provided under this contract and regarding the limitations of and exclusions from such coverage. This shall be done in a document, whether in written or electronic form, which shall be provided by the Policyholder to each Insured Person. In the event of an amendment to the terms of this contract the Policyholder shall also deliver to Insured Persons an additional or amended document pertaining to such change. The Insured Person and any claimant may request a copy of the Insured Person's application, and the Group Policy (other than confidential commercial information or other information exempted from disclosure by applicable law).

11.8 COLLECTIVE AGREEMENT AND THIS CONTRACT

This contract shall take precedence in the event of an inconsistency between this contract and any collective agreement which applies to the Insured Employee and to which the Policyholder or the Employer is a party.

By signing below, the President and Chief Executive Officer of the Insurer agree on behalf of the Insurer to all the terms of this Policy.



President and Chief Executive Officer

AIG Insurance Company of Canada

A handwritten signature in blue ink that reads "Robert Costello".

Countersigned by Authorized Representative

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.

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