



**Policy # 9226102 (This policy replaces the policy bearing the same number issued effective September 8th, 2004)**

In consideration of the statements set forth in the Schedule and in consideration of the payment of premium in accordance with the section entitled "Premium", **AXA Assurances Inc.** (hereinafter called the "Insurer") agrees with:

Name: **NOVA CENTRAL  
SCHOOL DISTRICT**

(Hereinafter called the "Policyholder")

Address: P.O. Box 23040  
3rd Floor, Terrace on the Square  
St. John's (NL) A1B 4J9

to insure eligible persons of the Policyholder (hereinafter individually called the "Insured Person") for whom application is made for Loss resulting from Injury, to the extent herein provided and subject to all of the exceptions, limitations and provisions of this policy.

**Schedule**

Principal Sum	\$10,000
Accident Reimbursement Expense	See section
Accidental Dental Expense	See section
Rehabilitation Benefit	\$15,000
Fracture Indemnity	\$1,000
Tutorial Fees	\$2,000
Prosthetic Appliances	\$5,000
Emergency Taxi	\$75

Additional Benefits:  
Hearing Aid Indemnity  
Special Confinement Benefit  
Special Transportation Benefit  
Eyeglasses or Contact Lenses  
Dread Disease

Aggregate Limit \$2,500,000  
Effective Date: September 8th, 2008  
Expiry Date: September 8th, 2009

**Effective Date and Policy Term**

As stated in the Schedule, this policy takes effect at 12:01 a.m., Standard Time, at the address of the Policyholder. It continues in force for the period for which premium has been paid and terminates at the address of the Policyholder at 12:01 a.m., Standard Time, on the Expiry Date stated in the Schedule.

**Renewal**

This policy may be renewed subject to consent of the Insurer for further consecutive terms on payment of premium at the rate(s) and in the amount determined at the time of renewal.

The Insurer reserves the right to decline renewal of this policy by giving written notice to the Policyholder of such declination at least thirty (30) days prior to such date.

**Definitions**

Wherever used in this policy:

"Insured Person" wherever used in this policy means registered full and part-time students and Faculty Members of the Policyholder who are covered under the Canadian Federal or Provincial hospital or Medical plans.

"Injury" means bodily injury caused by an Accident occurring while this policy is in force as to the Insured Person whose injury is the basis of claim and resulting directly and independently of all other causes in loss covered by this policy, provided such injury is sustained under the circumstances and in the manner described in the section entitled "Description of Hazards" but in no event shall Injury mean Sickness or Disease howsoever caused unless caused by an Accident.

"Accident" means any unlooked for mishap or untoward event which is not expected or designed.

"Sickness" means an impairment of normal physiological function and includes illness and infections.

"Disease" means any unhealthy condition of the body or any part thereof.

"Residence" means both the dwelling of which an Insured Person is an occupant and the premises on which it is situated.

"Hospital" means an institution licensed as a hospital, which is open at all times for the care and treatment of sick and injured persons, has a staff of one (1) or more Physicians available at all times and which continuously provides twenty-four (24) hour nursing service by graduate registered Nurses. It provides organized facilities for diagnostics and surgery, is an active treatment hospital and not primarily a clinic, rest home, nursing home, convalescent hospital or similar establishment. For the purposes of this definition, Physicians and Nurses will not exclude a Member of the Immediate Family.

"Regular Care and Attendance" means observation and treatment to the extent necessary under existing standards of medical practice for the condition requiring such treatment.

"Physician" means a doctor of medicine (other than the Insured Person or a Member of the Immediate Family) who is licensed to practise medicine by:

- 1) a recognized medical licensing organization in the locale where the treatment is rendered, provided he is a member in good standing of such licensing body, or
- 2) a governmental agency having jurisdiction over such licensing in the locale where the treatment is rendered.

"Nurse" means a graduate registered nurse (R.N.) or nurse who is licensed to practise nursing service by a governmental agency having jurisdiction over such licensing. Nurse is neither the Insured Person himself nor a Member of the Immediate Family.

"Member of the Immediate Family" means a person at least eighteen (18) years of age, who is the 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 above include natural, adopted or step relationship), spouse, grandson, granddaughter, grandfather or grandmother of the Insured Person.

"Principal Sum" means the amount indicated in the Schedule as being applicable to the Insured Person.

The male pronoun will be construed as the feminine when the person is a female.

**Description of Hazards**

- (1) 24 hours per day on any day designated as a regular school day on which attendance is required including professional development days and attendance at summer school; or while the Insured Person
- (2) is attending or participating in an activity approved and supervised by a proper authority of the Policyholder on any day other than a regular school day; and
- (3) is travelling directly to or from an approved activity of the Policyholder with other members as a group, provided that such group is at the time under the supervision of a proper authority of the Policyholder; and;
- (4) is travelling directly to or from his or her residence and buildings or premises of the Policyholder for the purpose of attending classes on any regular school day, or for the purpose of an activity such as described in (2).

The term "travelling directly to or from his or her residence and buildings or premises of the Policyholder" means any travel which would take an Insured Person to or from his or her residence and the buildings or premises of the Policyholder along a normal or reasonable route, without delay or stop-over.

**Specific Loss Accident Indemnity**

When injury shall result in the loss of life of an Insured Person within three hundred and sixty-five days after the date of the accident, the Insurer will pay for:

\*Loss of Life ..... \$10,000

When injury shall not result in loss of life of an Insured Person within three hundred and sixty-five (365) days after the date of the accident but shall result in any of the following losses or paralysis within said three hundred and sixty-five (365) days, the Insurer will pay for:

Loss of Both Hands ..... \$40,000  
 Loss of Both Feet ..... \$40,000  
 Loss of the Entire Sight of Both Eyes ..... \$40,000  
 Loss of One Hand and One Foot ..... \$30,000  
 Loss of One Hand and the Entire Sight of One Eye ..... \$30,000  
 Loss of One Foot and the Entire Sight of One Eye ..... \$30,000  
 Loss of One Arm ..... \$20,000  
 Loss of One Leg ..... \$20,000  
 Loss of One Hand ..... \$15,000  
 Loss of One Foot ..... \$15,000  
 Loss of the Entire Sight of One Eye ..... \$6,000

Loss of Thumb and Index Finger of One Hand.....	\$6,000
Loss of Speech and Hearing in Both Ears .....	\$40,000
Loss of Speech .....	\$20,000
Loss of Hearing in Both Ears .....	\$20,000
Loss of Hearing in One Ear.....	\$3,000
Loss of One Finger of a Hand.....	\$1,500

Quadriplegia (total paralysis of both upper and lower limbs).....	\$40,000
Paraplegia (total paralysis of both lower limbs) .....	\$40,000
Hemiplegia (total paralysis of upper and lower limbs of one side of the body).....	\$40,000

\*If the loss of life occurs while in or on school buildings or premises, the amount of indemnity for loss of life caused by an accident will be increased by ten thousand dollars (\$10,000).

"Loss of Life" means the death of the Insured Person.

"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 toes mean 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.

"Paralysis" means the loss of ability to move all or part of the body.

"Quadriplegia" means the permanent Paralysis and functional loss of use of both upper and lower limbs.

"Paraplegia" means the permanent Paralysis and functional loss of use of both lower limbs.

"Hemiplegia" means the permanent Paralysis and functional loss of use of upper and lower limbs on the same side of the body.

Indemnity provided under this section will not be paid under any circumstances for more than one (1) of the Losses, the greatest, sustained for multiple injuries to the same limb by any one (1) Insured Person as the result of any one (1) Accident.

Indemnity provided under this section for all losses sustained by any one Insured Person as the result of

any one accident will not exceed forty thousand dollars (\$40,000).

**Accident Reimbursement Expense**

When by reason of Injury, an Insured Person requires and receives medical treatment within thirty (30) days from the date of the accident and incurs expenses for any of the following services or supplies, while under the Regular Care and Attendance of a Physician with respect to Items 1 to 7:

- (1) 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);
- (2) expenses for the services of a Nurse ordered or prescribed by a Physician, provided such Nurse does not ordinarily reside in the Insured Person's Residence, subject to a maximum of five thousand dollars (\$5,000) per accident;
- (3) 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;
- (4) 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;
- (5) expenses for a licensed ambulance service or, when recommended by a Physician, by any other conveyance licensed to carry passengers for hire, including air ambulance, to or from the nearest Hospital which is equipped to provide the required treatment, subject to a maximum of one thousand dollars (\$1,000) per accident;
- (6) expenses for, crutches, splints, casts, trusses and braces, but not including replacement thereof; braces do not include dental braces;
- (7) expenses for rental of a wheelchair, an iron lung and other durable equipment for temporary therapeutic treatment, not to exceed the purchase price prevailing at the time rental became necessary, subject to a maximum of five thousand dollars (\$5,000) per accident;
- (8) expenses for medical care and treatment rendered or surgical procedure performed by a Physician;

- (9) expenses incurred for laboratory or x-ray examination for diagnosis, provided the Insured Person is not confined within a hospital as a resident patient charged for room and board during the time such expenses incurred;
- (10) expenses for the services of a licensed anaesthetist when recommended by a Physician;
- (11) 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;

The Insurer will pay the reasonable and customary expenses actually incurred by the Insured Person within three (3) years after the date of the accident, not to exceed in the aggregate the amount of:

- 1) Twenty thousand dollars (\$20,000) as the result of any one (1) accident when incurred in the Insured Person's province of residence.
- 2) Fifteen thousand dollars (\$15,000) as the result of any one (1) accident when incurred outside the Insured Person's province of residence but within Canada.
- 3) Five thousand dollars (\$5,000) as the result of any one (1) accident when incurred outside Canada anywhere in the world.

"Regular Care and Attendance" means observation and treatment to the extent necessary under existing standards of medical practice for the condition requiring such treatment.

"Immediate Family" means a person at least eighteen (18) years of age who is the 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, grandfather or grandmother of the Insured Person.

### Dental Expense

When injury to whole and sound teeth (including capped, crowned, filled or restored teeth) or orthodontic appliances shall, due to a force or blow external to the mouth and, within thirty (30) days from the date of the accident, require treatment, replacement or x-rays by a legally qualified dentist or dental surgeon, the Insurer will pay the reasonable and necessary expense actually incurred by or on behalf of an Insured Person within four (4) years after the date of the accident for such treatment or services but not to exceed the amount of two thousand Dollars (\$2,000) per tooth as the result of any one (1) accident.

All payments made shall not exceed the Provincial Dental Association Schedule of Fees of the Province in which such expenses are incurred. Where no Schedule of Fees is available, the Provincial Dental

Association Schedule of Fees of the Province of the Insured Person's residence will be used.

If due to age, dental development is not sufficient to permit completion of treatment within four years of the date of the accident, a satisfactory report from the physician or dental surgeon must be filed with the Insurer within ninety (90) days. Upon completion of such treatment, the Insurer will pay the cost of such services subject to a maximum of five hundred dollars (\$500) per tooth.

Repair or replacement of temporary crowns, caps, fillings and any other form of temporary restoration or partial plates requiring treatment in the interim is not covered.

### Dentures or Bridgework Benefit

When, by reason of Injury, an Insured Person requires and receives 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, subject to a maximum of one hundred and fifty dollars (\$150) as the result of any one (1) accident for all such repairs or replacements.

### Rehabilitation Benefit

In the event an Insured Person sustains an Injury which results in a Loss payable under the section entitled "Specific Loss Accident Indemnity" of this policy, and such Injury requires that the Insured Person participate in a rehabilitation program in order to be qualified to engage in an occupation in which he would not have engaged except for such Injury, the Insurer will pay the reasonable and necessary expenses actually incurred, within three (3) years from the date of the accident, by the Insured Person for such program. Payment by the Insurer for the total of all expenses incurred by any Insured Person will not exceed fifteen thousand dollars (\$15,000) as the result of any one (1) accident. Payment will not be made for room, board or other ordinary living, travelling or clothing expenses.

The above benefit will only be payable under one (1) of the policies issued to the Policyholder by the Insurer.

**Fracture, Dislocation, Tendon Severance and Miscellaneous Indemnity**

When an Insured Person sustains an Injury which results in any of the fractures, dislocations, tendon severances or miscellaneous conditions listed in the following schedule, the Insurer will pay the amount of specified for such fracture, dislocation, tendon severance and miscellaneous condition, 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)

Of the skull (depressed).....	\$1,000
Of the skull (not depressed).....	\$330
Of the spine (one or more vertebrae) .....	\$500
Of the jawbone (mandible or maxilla) .....	\$330
Of the thigh (femur).....	\$330
Of the pelvis .....	\$330
Of the knee cap.....	\$270
Of the lower leg.....	\$250
Of the shoulder blade .....	\$250
Of the ankle (small bones).....	\$250
Of the wrist (small bones).....	\$250
Of the forearm (compound or comminuted).....	\$230
Of the forearm (not compound) .....	\$120
Of the sacrum or coccyx.....	\$170
Of the sternum .....	\$170
Of the arm, between elbow and shoulder.....	\$170
Of the collarbone.....	\$120
Of the nose.....	\$120
Of two or more ribs .....	\$100
Of one hand (one or more metacarpals) .....	\$ 80
Of one foot (one or more metatarsals) .....	\$ 80
Of the facial bones.....	\$ 80
Of one rib .....	\$ 50
Of any bone not specified above .....	\$ 30

For complete dislocation

Of the hip.....	\$420
Of the knee (with open primary repair) .....	\$330
Of the shoulder (with open reduction) .....	\$250
Of the wrist .....	\$170
Of the ankle.....	\$170
Of the elbow .....	\$120
Of the bones of foot, other than toes .....	\$ 80

Severance of tendon or tendons

Heel (achilles) .....	\$220
Ankle .....	\$200
Knee.....	\$180
Foot (not toes).....	\$170
Elbow.....	\$170
Wrist.....	\$120
Hand (including fingers).....	\$120

Miscellaneous

Ruptured kidney (operative) .....	\$270
Ruptured liver (operative) .....	\$270

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Ruptured spleen (operative) .....	\$270
Punctured lung-with open surgery.....	\$230
Burns-requiring one or more skin grafts .....	\$220
Knee-injured and requiring surgery (when there is no fracture or dislocation) .....	\$220
Bone operation-injured portion removed (when there is no fracture or dislocation) .....	\$200

**Tutorial Fees**

When, within thirty (30) days from the date of the accident, Injury totally confines an Insured Person to Residence or Hospital for a period in excess of forty (40) consecutive school days, the Insurer will pay the expenses incurred, within twelve (12) months immediately following the date of the accident, for the tutorial services of a qualified teacher, other than a relative of the Insured Person living in the same Residence, holding a current Provincial Department of Education Teaching Certificate for the grade attained by the Insured Person, at a rate not to exceed twenty dollars (\$20) per hour, subject to the aggregate amount of two thousand dollars (\$2,000) as the result of any one (1) accident.

**Hearing Aid Indemnity**

When injury shall necessitate medical treatment within thirty (30) days from the date of the accident and require an Insured Person to be fitted with a hearing aid prescribed by a legally qualified physician, the Insurer will pay the actual expense incurred within fifty-two (52) weeks from the date of the accident for the original purchase of such equipment.

**Special Confinement Benefit**

When, as the result of injury and commencing within thirty (30) days after the date of the accident, an Insured Person is continually confined to his/her residence or hospital for a period of at least twelve (12) consecutive months, and is under the regular care and attendance of a licensed physician or surgeon, the Insurer will pay in one sum the amount of five thousand dollars (\$5,000).

Payment provided under this Part will be reduced by any benefits paid or payable under the section entitled "Specific Loss Accident Indemnity".

**Prosthetic Appliances**

When injury shall necessitate medical treatment within thirty (30) days from the date of the accident and require an Insured Person to be fitted with artificial legs, arms, hands or eyes, the Insurer will pay the actual expense incurred within fifty-two (52) weeks from the date of the accident for the original purchase of such appliances, not to exceed an amount of five thousand dollars (\$5,000) as the result of any one accident.

### **Emergency Taxi Benefit**

When Injury necessitates immediate medical attention, the Insurer will pay the reasonable expense incurred for a licensed taxi to transport the Insured Person to either a Physician's office or the nearest Hospital, subject to the maximum amount of seventy-five dollars (\$75) as the result of any one (1) accident.

### **Special Transportation Benefit**

When, by a reason of Injury, an Insured Person, who requires medical treatment within thirty (30) days from the date of the accident, is referred by a Physician to a medical specialist located at least one hundred (100) kilometres from the Insured Person's normal place of Residence and within the Insured Person's province of residence, the Insurer will pay, provided such specialist's services are not available in the vicinity of the Insured Person's Residence and subject to receipt of satisfactory proof other than for automobile transportation, the following reasonable expenses actually incurred by the Insured Person within fifty-two (52) weeks after the date of the accident:

1. Transportation by the most direct route, up to one hundred and fifty dollars (\$150) per round trip and subject to a maximum of five (5) trips during any one (1) policy term. If transportation occurs in a vehicle or device other than one operated under a license for the conveyance of passengers for hire, then reimbursement of transportation expenses will be limited to the equivalent cost of bus fare.
2. Hotel accommodation in the vicinity of the specialist office, up to fifty dollars (\$50) per day and subject to a maximum of six (6) days during any one (1) policy term.

### **Eyeglasses or Contact Lenses Benefit**

When, by reason of Injury, an Insured Person requires and receives medical treatment from a Physician or ophthalmologist within thirty (30) days from the date of the accident and, upon advice of the Physician or ophthalmologist, incurs expenses for

1. The purchase of eyeglasses or contact lenses when neither of which were previously required or worn, the Insurer will pay the reasonable and customary expenses actually incurred by the Insured Person within fifty-two (52) weeks after the date of the accident, not to exceed two hundred dollars (\$200) as the result of any one (1) accident.
2. the repair or replacement of the Insured Person's eyeglasses or contact lenses, the Insurer will pay the reasonable and customary expenses actually

incurred by the Insured Person within fifty-two (52) weeks after the date of the accident, not to exceed one hundred and fifty dollars (\$150) as the result of any one (1) accident.

### **Dread Disease Benefit**

When an Insured Person, as the result of poliomyelitis, scarlet fever, diphtheria, spinal meningitis, encephalitis, rabies, tetanus, tularaemia, typhoid or leukaemia and commencing while this policy is in force, requires confinement within a hospital or employment of a licensed or graduate nurse, the Insurer will pay the expense actually incurred therefore by or on behalf of an Insured Person within one hundred and fifty-six (156) weeks immediately following the commencement of the first such expense, not to exceed in the aggregate the amount of three thousand dollars (\$3,000).

### **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 having a current and valid certificate of airworthiness and piloted by a person who then holds a current and valid pilot's license of a rating authorizing him/her to pilot such aircraft;
- (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 as a passenger, pilot, operator or member of the crew in or on any aircraft owned, operated or leased 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 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**

\$2,500,000 is the limit of indemnity for which the Insurer shall be liable under this policy for all losses arising out of any one accident. In the event said limit of indemnity for any one accident is insufficient to pay the full amount of indemnity for each Insured Person then the amount payable for each Insured Person shall be in the proportion that the limit of indemnity for any one 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. All other indemnities payable will be payable to the Insured Person.

"Spouse" means

- (a) the individual to whom the Insured Person is legally married,
- (b) the individual with whom the Insured Person has continuously cohabited for a minimum of one (1) year immediately before a loss is incurred under the Policy and who has been publicly represented as the spouse of the Insured Person.

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

If the Insured Person is legally married but is also cohabiting with an individual, 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 provided they are actively engaged in class work on the effective date herein.

### **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 a registered day student with the Policyholder in a capacity making such person eligible for insurance hereunder.

### **Third Party Liability**

If, as a result of third party liability, any person has right of recovery against any person, company or other body, of any expense for all or part of which the Insurer has reimbursed any Insured Person, the amount paid by the Insurer for reimbursement of the expense shall be recoverable by the Insurer from the Insured Person to whom paid, but the amount recovered by the Insurer shall not be in excess of the amount recovered as a result of the third party liability.

### **Exclusions**

- A. This policy does not cover loss, fatal or non-fatal, caused by or resulting from:
  - 1) suicide or intentionally self-inflicted Injury;
  - 2) war, whether declared or not;
  - 3) participation in a riot, insurrection, civil commotion or disturbance;
  - 4) active full-time, part-time or temporary service in the armed forces of any country;
  - 5) riding as a passenger or otherwise in any vehicle or device for aerial navigation, other than as provided in the section entitled "Aircraft Coverage";
  - 6) medical treatment or surgery, except if the medical treatment or surgery was needed because of an Accident.

- B. This policy does not cover any of the following supplies or services or costs thereof:
- 1) for the purchase, repair or replacement of eyeglasses or contact lenses, or prescriptions therefore, except as provided in the section of the policy entitled "Eyeglasses Benefit";
  - 2) for the services of a masseur;
  - 3) for x-rays, repair or replacement of pre-existing dentures, fillings or crowns, except as provided in the sections entitled "Accidental Dental Expense" and "Dentures or Bridgework";
  - 4) for sickness or disease, either as a cause or effect, except as provided in the section of the policy entitled "Dread Disease";
  - 5) charges for experimental drugs not approved by Drugs Directorate, Health Protection Branch of Health and Welfare Canada, contraceptives of any type or form and patent medicines;
  - 6) charges for any experimental medical treatments;
  - 7) charges for medical services rendered by nurses, physiotherapists, certified athletic sports therapists and chiropractors employed or engaged by the Policyholder;
  - 8) expenses incurred by an Insured Person who is not covered under any Federal or Provincial Hospital or Medical Plan;
  - 9) for any loss caused or contributed to by the use of hallucinogenic drugs or substance;
  - 10) for loss covered by Workmen's Compensation, except as provided in the section of the policy entitled "Specific Loss and Paralysis Accident Indemnity".

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 Accidental Dental Expense sections of this policy by any amount paid or payable under any other policy providing similar reimbursement expenses.

### Claims Provisions

**Notice of Claim** Written notice of Injury on which claim may be based must be given to the Insurer within thirty (30) days after the date of the Accident resulting in such Injury. Such notice given by or on behalf of the Insured Person or beneficiary, as the case may be, to the Insurer at its Head Office, 2020, University Street, Suite 700, Montréal (Québec) H3A 2A5 or to any

Regional Office of the Insurer or to any authorized agent of the Insurer, with particulars sufficient to identify the Insured Person, will be deemed notice to the Insurer. Failure to give such 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 such notice was given as soon as reasonably possible, but in no event later than one (1) year after the date of the Accident.

**Claim Forms** The Insurer, upon receipt of such notice, will furnish to the claimant such forms as are usually furnished by it for filing proof of Loss. If such forms are not so furnished within fifteen (15) days after the Insurer's 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 the policy for filing proofs of Loss, written proof covering the occurrence, character and extent of the Loss for which claim is made.

**Proof of Loss** Written proof of Loss must be given to the Insurer within ninety (90) days after the date of Accident resulting in such Loss. Failure to give such proof within such time will not invalidate any claim if it is shown not to have been reasonably possible to give such proof during such time and that such proof was given as soon as reasonably possible, but in no event later than one (1) year after the date of the Accident.

**Physical Examination and Autopsy** The Insurer will have the right and opportunity to examine, at its own expense, the person of the Insured Person whose Loss is the basis of claim under this policy, where and so often as it may reasonably require during the pendency of claim hereunder, and in the case of death, the right and opportunity to require an autopsy where it is not forbidden by law.

**Payment of Claims** All indemnities provided in this policy for Loss will be paid after due proof of Loss satisfactory to the Insurer has been given in accordance with the requirements of this policy.

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

**Legal Actions** Legal action will not be taken to recover indemnities under this policy until sixty (60) days after proof of Loss has been given in accordance with the requirements of this policy to the Insurer. Thereafter, the claimant will be limited to a one (1) year period [three (3) years in the province of Quebec] during which legal action may be taken.

**Conformity with Provincial Law** If any time limitation specified in this policy for giving notice of claim, or giving proof of Loss, or undertaking legal action is less than that permitted by law of the province in which the Insured Person is residing at the time of the Accident resulting in Loss, then the time limitation will not be less than that provided for by provincial law.



## General Provisions

**The Contract** 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 approved by an officer of 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.

**Certificate of Insurance** The Policyholder shall not deliver to any Insured Person any written description of the benefits available under this policy without first allowing the Insurer to review the description. The Insurer may at its discretion require the Policyholder to make changes to the description if the description contains a discrepancy with the wordings of the policy.

Where the Insurer has not been allowed to review the description, or where the Policyholder does not make a change to the description as required by the Insurer, then the Policyholder will indemnify and hold harmless the Insurer against all claims that may be paid by or made against the Insurer and which arise out of a discrepancy between the description and the wording of the policy. In addition, the Policyholder will indemnify and hold harmless the Insurer from all losses, costs, charges and expenses, including but not limited to legal fees, that the Insurer may incur as a result of any such claims.

**Termination** The Policyholder may cancel this policy by mailing to the Insurer written notice stating when thereafter such cancellation will be effective. The Insurer may cancel this policy by mailing to the Policyholder at the address shown in this policy written notice stating when, not less than thirty (30) days prior to the Anniversary Date of this policy, 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.

**Inspection of Records** 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.

July 2008

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