



**POLICY #9700002**

In consideration of the payment in advance of a premium of \_\_\_\_\_, AXA Assurances Inc. (herein called the Insurer), agrees with:

**NOVA SCOTIA SCHOOL INSURANCE EXCHANGE, SCHOOL INSURANCE PROGRAM**  
Suite 100 – 267 Cobequid Road  
Lower Sackville (Nova Scotia)  
B4C 4E6

(Herein called the Policyholder)

to insure all eligible persons specified herein (herein individually called the Insured Person) 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.....	\$25,000
Accident Reimbursement Expenses.....	\$20,000
Accidental Dental Expense.....	\$2,500
Weekly Accident Indemnity:	
Maximum Amount of Indemnity.....	\$500
Waiting Period.....	14 days
Maximum Period of Indemnity.....	26 weeks
Repatriation Benefit.....	\$15,000
Funeral Expenses.....	\$5,000
Rehabilitation Benefit.....	\$5,000
Fracture Indemnity.....	\$1,250
Aggregate Limit.....	\$2,500,000
Effective Date:.....	April 1 <sup>st</sup> , 2011
Expiry Date:.....	April 1 <sup>st</sup> , 2012

**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 12:01 a.m., Standard Time, at the address of the Policyholder on the Expiry Date stated in the Schedule.

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

**Eligibility**

For the purpose of this policy, Insured Persons covered herein are all volunteers of the

Policyholder who are 18 years of age or older but under the age of 70.

**Definitions**

Wherever used in this policy:

"Volunteer" means a volunteer of the Policyholder 18 years of age or older but less than 70. The Volunteer is covered under a Canadian Federal or Provincial Hospital/Medical Plan.

"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**

The hazards against which insurance is provided under this policy are injury sustained by the Insured Person while and in consequence of:

- (1) is in or on buildings or premises of an institution of the Policyholder during the time the Insured Person is required to be therein or thereon by reason of attendance on any regular school day and/or professional development day and/or summer school day; or
- (2) is attending or participating in an institution activity approved and supervised by a proper authority of the institution or an appointee; or
- (3) is travelling directly to or from an approved institution activity with other Insured Persons as a group, provided that such group is at the time under the supervision of a proper authority of the institution or an appointee; or
- (4) is travelling directly to or from his or her residence and buildings or premises of the institution for the purpose of attending such institution on any regular school day and/or

professional development day and/or summer school day, or for the purpose of attending an activity such as described in (2) above; or

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

**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 .....	\$25,000
The Entire Sight of Both Eyes .....	\$25,000
Speech and Hearing in Both Ears .....	\$25,000
One Hand and the Entire Sight of One Eye .....	\$25,000
One Foot and the Entire Sight of One Eye .....	\$25,000
The Entire Sight of One Eye .....	\$18,750
Speech .....	\$18,750
Hearing in Both Ears .....	\$18,750
Hearing in One Ear .....	\$10,000
All Toes of One Foot .....	\$8,333

For Loss or Loss of Use of

Both Hands .....	\$25,000
Both Feet .....	\$25,000
One Hand and One Foot .....	\$25,000
One Arm .....	\$20,000
One Leg .....	\$20,000
One Hand .....	\$18,750
One Foot .....	\$18,750
Thumb and Index Finger or at Least Four Fingers of One Hand .....	\$10,000
One Finger .....	\$5,000
One Phalanx of a Finger .....	\$2,500

For Paralysis of

Both Upper and Lower Limbs (Quadriplegia) .....	\$50,000
Both Lower Limbs (Paraplegia) .....	\$50,000
Upper and Lower Limbs of One Side of Body (Hemiplegia) .....	\$50,000

Indemnity provided under this section for all Losses sustained by any one (1) Insured Person as the

result of any one (1) Accident will not exceed the following:

- (a) with the exception of quadriplegia, paraplegia and hemiplegia, \$25,000.
- (b) with respect to quadriplegia, paraplegia and hemiplegia, \$50,000, or \$25,000 if Loss of Life occurs within ninety (90) days after the date of the Accident.

In no event will indemnity payable for all Losses under this section exceed, in the aggregate, \$50,000 as the result of the same Accident.

"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 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.

"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.

"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.

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.

#### **Accident Reimbursement Expense**

When by reason of Injury, an Insured Person requires 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, other than himself or a member of his Immediate Family, with respect to Items 1 to 9:

- (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 an Immediate Family Member of the Insured Person;
- (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) fees of a licensed physiotherapist or certified athletic sports therapist who does not ordinarily reside in the Insured Person's Residence or is not an Immediate Family Member of the Insured Person, when recommended by a Physician subject to a maximum reimbursement of five hundred dollars (\$500) during any one (1) policy year;
- (6) drugs and medicines which require the written prescription of a Physician and are dispensed by a registered pharmacist or Physician;
- (7) miscellaneous expenses for crutches, splints, casts, trusses and braces, but not including replacement thereof; braces do not include dental braces and are subject to a maximum of seven hundred and fifty dollars (\$750) per policy term;
- (8) fees of a licensed chiropractor who does not ordinarily reside in the Insured Person's Residence or is not an Immediate Family Member of the Insured Person, up to thirty-five

dollars (\$35) per treatment, subject to a maximum reimbursement of three hundred and fifty dollars (\$350) as the result of any one (1) accident and seven hundred dollars (\$700) during any one (1) policy year.

- (9) fees of a licensed massage therapist who does not ordinarily reside in the Insured Person's Residence or is not an Immediate Family Member of the Insured Person, when recommended by a Physician, up to thirty-five dollars (\$35) per treatment, subject to a maximum reimbursement of three hundred and fifty dollars (\$350) as the result of any one (1) accident and seven hundred dollars (\$700) during any one (1) policy year;

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 in the aggregate the amount stated in the Schedule as the result of any one (1) accident.

The Insurer's liability is limited to a maximum of ten thousand dollars (\$10,000) for all expenses incurred outside of Canada.

"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 Member" 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.

#### **Dental Expense**

When injury to whole and sound teeth or the jaw shall, due to a force or blow external to the head 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 five (5) years after the date of the accident for such treatment or services, up to the amount stated in the Schedule as the result of any one accident.

If due to age, dental development is not sufficient to permit completion of treatment within 5 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. The Insurer will pay the estimated cost of such services subject to a

maximum of one thousand dollars (\$1,000) per accident and subject to the overall maximum stated in the Schedule for all expenses covered under this section as the result of any one accident.

Teeth, which have been capped or crowned, shall, for the purposes of this policy, be considered whole and sound except where they have undergone endodontic treatment. If an injury to a capped or crowned tooth causes damage to the remaining tooth structure requiring the preparation of a new cap or crown, such treatment will be covered. However, if an existing cap or crown is damaged or dislodged without injury to the remaining tooth structure, the policy shall not cover the cost of treatment necessitated thereby.

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.

#### **Weekly Accident Indemnity**

This indemnity is applicable only to those Insured Persons who were gainfully employed immediately before the date of the Injury.

Indemnity will be payable for Disability caused by or resulting from an Injury for which medical treatment is being rendered, prescribed or recommended.

Indemnity for Disability is payable from the first (1st) day following the end of the Elimination Period of 14 days and is subject to the Maximum Period Payable of 26 weeks or to age sixty-five (65), whichever first occurs. No indemnity will be payable under this policy for any period of Disability during which the Insured Person is not under the Regular Care and Attendance of a Physician.

#### Indemnity Payable for Total Disability

When an Insured Person, prior to age sixty-five (65), sustains Total Disability commencing within thirty (30) days from the date of the Accident, the Insurer will pay the Weekly Accident Indemnity of a maximum of five hundred dollars (\$500) from the first (1st) day following the end of the Elimination Period for each week of Total Disability, subject to the Maximum Period Payable or to age sixty-five (65), whichever first occurs, and the all sources maximum percentage as shown hereunder in the paragraph entitled "Indemnity Offsets".

Indemnity payable under this policy for periods which are less than one (1) week will be paid on the basis of one-seventh (1/7th) of the Weekly Accident Indemnity, for each day of Total Disability.

### Successive Periods of Disability

Successive periods of Disability due to the same or related causes will be considered one (1) period of Disability, unless they are separated by a period of three (3) consecutive months during which the Insured Person is Actively at Work. After the said period of active work, no further Weekly Accident Indemnity payments will be made under this policy with respect to the same Accident.

### Indemnity Offsets

If the Weekly Accident Indemnity payable under this policy for Total Disability, either alone or in concert with any of the benefits outlined below, exceeds eighty percent (80%) of the Insured Person's pre-disability gross Salary, the Weekly Accident Indemnity otherwise payable will be reduced by any amount exceeding said percentage.

The indemnity payable to the Insured Person will take into account any of the benefits paid, payable or for which there is a right under the following:

- a) the disability or retirement provisions of the Canada/Quebec Pension Plans;
- b) the benefits payable in accordance with Workers' Compensation or Occupational Disease Act or Law, or any other law which provides compensation for an occupational injury;
- c) the income benefits provided by or through any Government Plan of automobile insurance or similar legislation;
- d) the disability, retirement or other income benefits provided by or through the Insured Person's employer;
- e) the amounts paid or payable under a group insured or non-insured disability plan (including association group).

For the purposes of Indemnity Offsets, the benefits referred to above will be the amount for which the Insured Person qualifies at the same time he meets the requirements for entitlements to benefits under such Acts, excluding any amounts he may receive on account of or on behalf of eligible dependents. Any subsequent changes to the amounts payable under any of the above stated benefits, which are specifically designated as cost-of-living adjustments, will neither reduce nor increase the amount of Weekly Accident Indemnity payable hereunder.

"Disability" means Total Disability.

"Total Disability" means that the Insured Person, due to an Injury, (1) is unable to perform the substantial and material duties pertaining to His Occupation, (2) is not engaged in any occupation or employment for wage or profit and (3) requires the Regular Care and Attendance of a Physician.

"Actively at Work" means performing all occupational duties on a Full-time, Permanent Part-time or seasonal basis within the normal required hours of the Insured Person's occupation.

"Full-time" means the Insured Person must work a minimum of twenty-five (25) hours per week for wage or profit.

"Permanent Part-time" means the Insured Person must work a minimum of seventeen (17) hours per week for wage or profit.

"His Occupation" means the occupation engaged in by the Insured Person on a Full-time, Permanent Part-time or seasonal basis for wage or profit immediately prior to the occurrence of any Injury covered under this policy.

"Salary" means:

1. with respect to an Insured Person who is employed on a full-time basis, the weekly rate of wage or salary the Insured Person was receiving from his employer(s) as of the date of the Injury, exclusive of overtime pay or other remuneration;
2. with respect to an Insured Person who works on a seasonal basis, the weekly rate of earnings based on the total amount(s) of the Insured Person's earnings as reported on T-4(s) for the full taxation year immediately prior to the date of the Injury.
3. with respect to an Insured Person who is self-employed, the weekly rate of earnings based on the three (3) years average of the Insured Person's earnings received for duties performed (excluding other income which does not depend on the Insured Person's ability to engage in an occupation or employment) less any business expenses which are deductible for income tax purposes but before deduction of any personal income taxes for the full taxation year immediately prior to the date of the Injury.

### **Home-maker Weekly Indemnity**

When an Insured Person who is neither gainfully employed nor receiving employment insurance benefits sustains an Injury and, as the result of such Injury and commencing within thirty (30) days from the date of the Accident, becomes totally and

continuously disabled and is prevented from performing any and all of his regular household and/or child-caring duties, the Insurer will pay one hundred (\$100) dollars per week, provided that the disability has continued for a period of seven (7) consecutive days, for the period the Insured Person is so disabled, including the seven (7) day period, while under the Regular Care and Attendance of a Physician, subject to the Maximum Period Payable of thirteen (13) weeks or to age sixty-five (65), whichever first occurs.

**Repatriation Benefit**

In the event a Loss of Life resulting from Injury is sustained by an Insured Person more than fifty (50) kilometres from the Insured Person's normal place of residence and indemnity for such Loss becomes payable in accordance with the terms of this policy, the Insurer will pay the reasonable and customary expenses actually incurred for the transportation of the body of the deceased Insured Person to the first (1st) resting place (including but not limited to a funeral home or the place of interment) in proximity to the normal place of residence of the deceased, including charges for the preparation of the body for such transportation, not to exceed in the aggregate the amount stated in the Schedule for all such expenses.

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

**Funeral Expense**

In the event accidental Loss of Life is sustained by an Insured Person for which an indemnity is payable under the section entitled "Specific Loss Accident Indemnity", the Insurer will pay the reasonable and customary expenses actually incurred at the time of the Insured Person's death for the services and/or materials provided by a mortician, undertaker, crematorium or funeral home, related to the burial or cremation of the deceased Insured Person and charges for the purchase of the burial plot, gravesite or mausoleum for the interment of the remains thereof, including any markers or monuments, not to exceed the amount stated in the Schedule, less any charges for preparation of the remains for travel which are payable under the section entitled "Repatriation Benefit" of this or any other policy issued to the Policyholder by the Insurer.

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

**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 the amount stated in the Schedule 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.

**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.

**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).....	\$1,250
Of the skull (not depressed).....	\$417
Of the spine (one or more vertebrae) .....	\$625
Of the jawbone (mandible or maxilla) .....	\$417
Of the thigh (femur) .....	\$417
Of the pelvis.....	\$417
Of the knee cap.....	\$338

Of the lower leg .....	\$313
Of the shoulder blade .....	\$313
Of the ankle (small bones).....	\$313
Of the wrist (small bones) .....	\$313
Of the forearm (compound or comminuted) .....	\$288
Of the forearm (not compound).....	\$150
Of the sacrum or coccyx.....	\$213
Of the sternum .....	\$213
Of the arm, between elbow and shoulder .....	\$213
Of the collarbone.....	\$150
Of the nose .....	\$150
Of two or more ribs.....	\$125
Of one hand (one or more metacarpals).....	\$100
Of one foot (one or more metatarsals).....	\$100
Of the facial bones .....	\$100
Of one rib.....	\$63
Of any bone not specified above.....	\$38

For complete dislocation

Of the hip.....	\$525
Of the knee (with open primary repair) .....	\$417
Of the shoulder (with open reduction).....	\$313
Of the wrist.....	\$213
Of the ankle .....	\$213
Of the elbow.....	\$150
Of the bones of foot, other than toes .....	\$100

Severance of tendon or tendons

Heel (achilles) .....	\$275
Ankle .....	\$250
Knee.....	\$225
Foot (not toes).....	\$213
Elbow.....	\$213
Wrist.....	\$150
Hand (including fingers).....	\$150

Miscellaneous

Ruptured kidney (operative).....	\$338
Ruptured liver (operative) .....	\$338
Ruptured spleen (operative).....	\$338
Punctured lung-with open surgery.....	\$288
Burns-requiring one or more skin grafts .....	\$275
Knee-injured and requiring surgery (when there is no fracture or dislocation).....	\$275

Bone operation-injured portion removed (when there is no fracture or dislocation)..... \$250

**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 three hundred dollars (\$300) 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 three hundred dollars (\$300) as the result of any one (1) accident.

**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**

The limit of indemnity for which the Insurer shall be liable under this policy for all losses arising out of any one accident is as stated in the Schedule. 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.

### **Beneficiary Designation**

Indemnity payable in the event of the loss of life of an Insured Person is payable to the Estate of the Insured Person.

All other indemnities payable will be payable to the Insured Person, with the exception of indemnities payable under the following sections:

Repatriation Benefit

### **Effective Date of Individual Insurance**

Insurance as to each person will take effect on the latest of the following dates:

- a) On the effective date of the policy; or
- b) On the date such person becomes eligible.

### **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 reaches seventy (70) years of age;
- (4) on the date the Insured Person ceases to be associated with the Policyholder in a capacity making hi 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**

This policy does not cover any Loss, fatal or non-fatal, caused or contributed to by:

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. 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";
6. riding as a passenger or otherwise in any vehicle or device for aerial navigation, other than as provided in the section entitled "Aircraft Coverage";
7. medical treatment or surgery, except if the medical treatment or surgery was needed because of an Accident.

Nor does this policy cover expenses incurred

8. by an Insured Person who is not covered under any Federal or Provincial Hospital or Medical Plan.

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.

### **General Provisions**

Written notice of injury on which claim may be based must be given to the Insurer within thirty 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, to the Insurer at its Head Office, Montreal, Québec, or to any Branch Office of the Insurer or to any authorized agent of the Insurer, with particulars sufficient to identify the Insured Person, shall be deemed to be notice to the Insurer. Failure to give notice within the time provided in this policy shall not invalidate any claim if it shall be 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 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 fifteen days after the receipt of such notice, the claimant shall 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.

In the case of claim for loss, written proof of such loss must be furnished to the Insurer within ninety days after the date of such loss. Failure to furnish such proof within such time shall not invalidate nor reduce any claim, if it shall be 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 year after the date of the accident.

The Insurer shall 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 make an autopsy in case of death where it is not forbidden by law.

All indemnities provided in this policy for loss 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 shall avoid the insurance or reduce benefits hereunder unless contained in a written application signed by the applicant. No agent has authority to change the policy or to waive any of its provisions. No change in this policy shall 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 shall be deemed representations and not warranties.

No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty days after proof of loss has been filed in accordance with the requirements of this policy, nor shall such action be brought at all unless brought within three years from the expiration of the time within which proof of loss is required by this policy.

If any time limitation of this policy with respect to giving notice of claim or furnishing proof of loss, or commencing an action at law or in equity is less than that permitted by law of the Province in which the Policyholder is located at the time this policy is issued, such limitation is hereby extended to agree with the minimum period permitted by such law.

This policy may be cancelled by the Policyholder by mailing to the Insurer written notice stating when thereafter such cancellation shall 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 days prior to a policy anniversary date, such cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Policyholder or by the Insurer shall be equivalent to mailing.

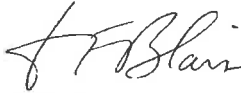
Unless otherwise provided in this policy, if the Policyholder cancels, earned premiums will be computed in accordance with the customary short rate table and procedures. If the Insurer cancels, earned premiums will be computed pro rata. Premium adjustment may be made at the time cancellation is effected, 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 shall be permitted to examine the Policyholder's records relating to this policy at any reasonable time, and from time to time until two years after expiration of this policy or until final adjustment and settlement of all claims hereunder, whichever is the later.

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**IN WITNESS WHEREOF, AXA Assurances Inc.** has caused this policy to be signed by its Chairman of the Board and President and Chief Executive Officer; but the same will not be binding upon the Insurer unless countersigned by its duly authorized Policy Writer.



Chairman of the Board

President and Chief  
Executive Officer

Countersigned by   
Policy Writer

Date: April 5<sup>th</sup>, 2011