

GROUP ACCIDENTAL DEATH AND DISMEMBERMENT POLICY FOR MEMBERS OF CAA MANITOBA

GROUP POLICY NUMBER 0001

AssurePro Insurance Company Limited

Head Office: 200 Albert Street North, Regina, Saskatchewan

In consideration of the premiums duly paid by the CAA Manitoba on behalf of its Members to the Company as herein specified, the Company agrees to insure any Member who elects to be insured (known as an "Insured Person") subject to the conditions and provisions herein set forth:

I. Definitions

The following terms (unless otherwise defined) herein shall have the following meanings:

- (a) "boarding or alighting from" applies solely while in physical contact with the mode of transportation outlined and does not apply once the means of transportation has been vacated;
- (b) "Bodily Injury" means loss of life, the loss of hands and/or feet and the loss of sight as listed in the Schedule of Insured Losses or Children's Schedule of Insured Losses;
- (c) "Club" means CAA Manitoba;
- (d) "Company" means the AssurePro Insurance Company Limited;
- (e) "Effective Date" means the 1st day of January, 2009;
- (f) "Insured Hazards" means those hazards insured pursuant to Article II;
- (g) "Insured Person" means a Member insured by this Policy;
- (h) "Loss" means, with regard to hands or feet, complete and irreversible severance at or above the wrist or ankle joint, and with regard to the eyes, shall mean entire and irrevocable loss of the sight thereof and with regard to life, means death;
- (i) "Members" means any Member of CAA Manitoba;
- (j) "Policy" means this Group Policy No. 0001; and

Wherever the single or the masculine are used herein the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context so requires.

II. Insuring Agreement

An election to purchase Additional Coverage is made by the Insured Person or their agent, when either the Insured Persons or their agent directs the Club to purchase coverage for the Insured Person from the Company.

Where an election to purchase Coverage is made, the Company shall insure the Insured Person effective as of 12:01 AM on the day immediately after the day the written election is received by the Club and shall, provided that the additional premium is paid as required, continue for a term ending on the date on which the Policy is terminated pursuant to Article V(3).

The Company shall insure each Insured Person against those losses set out in the Schedule of Insured Losses, provided the loss results solely and directly from Bodily Injury caused by an accident and wholly independently of all other causes and such Bodily Injury was sustained during one of the following Insured Hazards:

- (a) while driving or riding in, boarding or alighting from a passenger automobile; or
- (b) while driving or riding in, boarding or alighting from a jeep, panel delivery truck or light delivery truck when such vehicle is being used for passenger purposes only and not in connection with any employment; or
- (c) while as a fare-paying or pass-holding passenger, riding on, or alighting from any railroad passenger car, inter-urban, elevated, subway or street railway passenger car, bus or public service vehicle, ferry boat, or passenger liner, public bus or taxi, or while boarding same with the intention of becoming a fare-paying passenger thereof; or
- (d) while driving or riding in, boarding or alighting from a farm truck, so licensed; or
- (e) while operating or riding in or upon, boarding or alighting from a motor driven or animal drawn farm machine or farm implement of a type designed to be ridden upon, while such machine or implement is being driven exclusively for farming purposes in or about a farm or on a public roadway or public highway; or
- (f) as a result of the explosion or burning of any vehicle listed in this Article; or
- (g) as a result of being struck or run down by any vehicle listed in this Article; or
- (h) while as a fare-paying or pass-holding passenger, riding in any aircraft operated by a carrier which is licensed by the National Transportation Agency under the *National Transportation Act, 1987*, as may be amended from time to time and which carrier was operating within the terms and conditions of its license on a regularly scheduled passenger route, other than a charter flight, and with a definite schedule of departure and arrival between airports certified by Transport Canada.

III. Schedule of Insured Losses

The Bodily Injuries for which basic coverage is provided by this Policy are the loss of life, the loss of hands, loss of feet and the loss of sight. The coverage for such Bodily Injuries shall be determined by reference to the following Schedule:

Amount of Insurance

OPTION	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
For loss of life	\$15,000	\$30,000	\$50,000	\$100,000
For loss of both eyes	15,000	30,000	50,000	100,000
For loss of both hands	15,000	30,000	50,000	100,000
For loss of both feet	15,000	30,000	50,000	100,000
For loss of one hand and one foot	15,000	30,000	50,000	100,000
For loss of one hand or foot and sight of one eye	15,000	30,000	50,000	100,000
For loss of one hand	7,500	15,000	25,000	50,000
For loss of one foot	7,500	15,000	25,000	50,000
For loss of one eye	7,500	15,000	25,000	50,000

IV. Exclusions

(1) In this Article:

- (a) "Vehicle" means a vehicle within the meaning of *The Highway Traffic Act*, as may be amended from time to time.
- (b) "Nuclear, chemical, biological terrorism" means the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- (c) "Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.
- (d) "Biological" agent shall mean any pathogenic (disease-producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

(2) The Policy does not cover, and no payment shall be made for, any loss resulting wholly or partly, directly or indirectly from or in any manner or degree associated with, or occasioned by the following excluded risks, even though the proximate or precipitating cause of loss is accidental Bodily Injury:

- (a) disease or medical or surgical treatment for disease; or

- (b) bodily or mental infirmity; or
- (c) bacterial infections, except infection introduced through a visible wound accidentally sustained; or
- (d) suicide while sane or insane or intentionally self-inflicted injury; or
- (e) war or any act of war, whether declared or undeclared, enemy action or the hostile acts of a foreign state; or
- (f) any act of nuclear, chemical, biological terrorism, as defined above, regardless of any other cause or event contributing concurrently or in any other sequence to the loss; or
- (g) inhalation of poisonous gases, or asphyxiation, or use of intoxicants or hallucinogenics, whether voluntary or involuntary; or
- (h) the commission or attempted commission of a criminal offence; or
- (i) maintaining, servicing, cranking, repairing, overhauling or testing any vehicle; or
- (j) employment as a hired operator of a vehicle while on duty; or
- (k) driving or riding in or on, boarding or alighting from any motorcycle, moped, motor-driven bicycle, bicycle, motor scooter, go-cart, trail bike, house trailer, camper or all-terrain type vehicle of any kind or description; or
- (l) driving or riding on a snowmobile or other track vehicle or semi-track vehicle; or
- (m) driving or riding in a police or fire department vehicle; or
- (n) driving or riding on a "wheelchair" within the meaning of *The Highway Traffic Act*; or
- (o) engaging in any race or speed contest; or
- (p) the use or transportation of fire arms or explosives; or
- (q) driving or riding in or on, boarding or alighting from any truck or other vehicle altered to carry merchandise or goods of any kind while such vehicle is being used for commercial purposes, excepting a truck being used in connection with the operation and maintenance of a farm; or
- (r) driving or operating or having care and control of a vehicle for which a license is required without having such a licence; or
- (s) driving or operating or having care and control of a vehicle or other self-propelled machine under the influence of alcohol, drugs or narcotics, whether voluntarily or

involuntarily, and without restricting the generality of the foregoing, any determination, howsoever made, that any person had at the time of sustaining Bodily

Injuries a blood alcohol level of .08 or higher shall be conclusively deemed to be a determination that such person was under the influence of alcohol at such time.

- (t) if the insured is an occupant of any vehicle in which seatbelts are normally provided, and where the insured, at the time of the accident, has failed for any reason, to have his or her seatbelt engaged.
- (3) If the Company alleges that by reason of any one or more of the aforementioned exclusions any loss is not covered by this Policy, the burden of proving the contrary shall be upon the Insured Person.

V. Provisions, Conditions and Limitations

(1) Premiums

- (a) The Company agrees to insure Members of the Club in accordance with this Policy provided the required premium has been paid on their behalf by the Club.
- (b) The premium is required to be paid by the 15th day of the month following the month in which coverage is elected.
- (c) If, in any month, the Club fails to pay the required premium within the time specified, the Company shall assume no liability under this Policy in respect to any losses sustained by those persons.

(2) Term

The Policy shall commence as of 12:01 a.m. on the Effective Date and shall continue for a term ending on the date on which the Policy is terminated pursuant to Article V(3).

(3) Termination

- (a) The Company may terminate the insurance provided to an individual Insured Person under the contract at any time by giving written notice of termination to the Insured Person not less than 30 days prior to the effective date of termination and by refunding concurrently with the giving of notice the amount of premium paid in excess of the pro-rata premium for the expired time.
- (b) If an Insured Person's policy is terminated, the insurance protection provided to that Insured Person shall terminate on the date of termination.
- (c) The notice of termination may be delivered to the Insured Person, or it may be sent by registered mail to the last known address of the Insured Person on the records of the Company.

- (d) Either the Company or the Club may terminate this Policy at any time by giving one hundred and twenty (120) days' written notice to the other party hereunder. Insurance on each individual Insured Person shall continue in effect until the next date on which the Insured Person's premium becomes due. All insurance under the Policy will cease not later than one year after the date of termination.
- (e) Upon the Insured Member ceasing to be a Member in good standing of the Club, his insurance shall terminate immediately.

(4) Obligations of Club

The Club, in all its relations with its Members affecting this insurance, shall observe and be governed by the terms of this Policy. The Club shall co-operate with both its Members and the Company to the end that all requirements of this Policy be met. The Club shall at all times render full co-operation to the Company with respect to the giving of notice of claim and completion of proofs of loss on the part of all Members insured.

(5) Assignment

The Company assumes no responsibility for any assignment whatever of any interest hereunder.

(6) Inspection of Records

All membership and other records of the Club pertinent to this Policy shall be open to inspection by the Company when and so often as it may reasonably require and the Company shall have the right to make audits and examinations of such records with the help and co-operation of the Club.

(7) Conditions and Limitations on Payment of Benefits

The Company's obligation to pay benefits is subject to the following conditions and limitations:

- (a) such loss shall result within ninety (90) days from the date of the accident;
- (b) only one of the categories of loss listed in each of the Schedules of Insured Losses is compensable for a loss sustained by the Insured Person as a result of any one accident and if more than one category would otherwise be payable, the amount paid shall be determined in accordance with the category of loss which causes the larger amount to be paid;
- (c) any amount payable as a result of the death of an Insured Person shall be payable to a named beneficiary if so designated, and if no such beneficiary is designated, the amount shall be payable to the estate of the Insured Person
- (d) if, at the time of any loss, the Insured Person is insured under two or more than two certificates issued under the Policy, the amount paid by the Company shall be determined as if the Insured Person is insured under only the certificate first issued

and then still in effect and no payment for loss shall be made under the certificate issued subsequently. All premiums paid for such subsequently issued certificates shall be returned to the Club for reimbursement to the member.

(8) Reinstatement of Insurance – Grace Period

If insurance has terminated by reason of the non-payment of the premium on or before the anniversary date of membership the additional insurance may be reinstated subject to the following conditions:

(a) if the premium is paid within thirty (30) days of the last day of the month in which the premium became due, the reinstatement will date back to the anniversary date and be of the same force and effect as if the additional premium had been paid by the date it became due;

(9) The date on which Coverage begins, renews or terminates shall be conclusively determined by the Club from its records.

(10) Before Coverage hereunder can be obtained or renewed the annual membership fee must be paid and current.

(11) Reinstatement after Grace Period

If insurance hereunder has terminated by reason of non-payment of the premium within the 30 day grace period as set out in (8), above, then the Member may still reinstate the insurance in the 60 days following the said date of termination as provided for in (8) above except that no coverage will be afforded for any Loss incurred under the Policy prior to the said reinstatement.

(12) The Contract

The Policy including the endorsements, insertions or riders, if any, and the application for insurance if attached to the Policy, constitutes the entire contract and no agent has authority to change or waive any of its provisions.

(13) Waiver

The Company shall not be deemed to have waived any term or condition of this Policy either in whole or in part, unless the waiver is clearly expressed in writing signed by an executive officer of the Company.

(14) Notice of Proof of Claim

The insured person or his agent, or a beneficiary entitled to make a claim or his agent shall:

(a) give written notice of claim to the Company:

(i) by delivery thereof, or by sending it by registered mail, to the head office of the Company; or

(ii) by delivery thereof to any office of the Club;

not later than ninety (90) days from the date of accident;

(a) ninety (90) days from the date of the accident for which the claim is made, furnish to the Company such proof of claim as is reasonably possible in the circumstances of the happening of the accident and the loss occasioned thereby; and

(b) if so required by the Company, furnish a certificate as to the cause and nature of the accident for which the claim is made from a duly qualified medical practitioner.

(15) Failure to Give Notice of Proof

Failure to give notice of claim or furnish proof of claim within the time prescribed in this condition 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 year from the date of the accident and if it is shown that it was not reasonably possible to give or furnish proof within the time so prescribed.

(16) Company to Furnish Forms for Proof of Claim

The Company shall furnish forms for proof of claim within fifteen (15) days after receiving notice of claim but where the Insured Person has not received the forms within that time, he may submit his proof of claim in the form of a written statement of the happening and character of the accident giving rise to the claim and of the extent of the loss.

(17) Right of Examination

The Company has the right and the Insured Person shall afford the Company an opportunity to examine the person of the Insured Person when and as often as it may reasonably require while the claim hereunder is pending and also, in the case of death of the Insured Person or Child, to examine the report of any autopsy required to be made and subject to any law of the province relating to autopsies. On request the Insured Person will provide to the Company written authorization for the release to the Company of any and all medical information respecting the Insured Person.

(18) When Monies Payable

All monies payable under this Policy shall be paid by the Company within sixty (60) days after it has received proof of claim.

(19) Limitation of Actions

An action or proceeding against the Company for the recovery of a claim under this Policy shall not be commenced after two (2) years from the date on which the cause of action arose.

(20) Conformity with Provincial Statutes

Any provision of this Policy which, on its Effective Date, is in conflict with the statutes of the province in which the Insured Person resides on such date is hereby amended to conform to the minimum requirements of such statutes.

(21) Naming and Changing Beneficiary

Subject to any applicable statutory restrictions, the Insured Person may name and/or change the beneficiary hereunder from time to time by written notice in a form satisfactory to the Company. The right to change the beneficiary is reserved to the Insured Person, and the consent of the beneficiary or beneficiaries, if any, shall not be required to change any beneficiary or beneficiaries.

(22) Determination of Dates

All dates material to the operation of this Policy shall be conclusively determined by reference to the records of the Club. The times referred to are local times at the address of the Insured Person according to the records of the Club.