

# ACCIDENTAL DEATH AND DISMEMBERMENT POLICY

## AssurePro Insurance Company Limited

200 Albert Street North, Regina, Saskatchewan

In consideration of the payment of premium specified and of the statements contained in the Application and subject to the limits, terms, conditions and provisions herein set forth, the Company agrees to provide the Insured Person with insurance coverage.

### I. Definitions

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

- (a) "Application" means the Insured Person's application for insurance coverage under this Policy;
- (b) "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;
- (c) "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;
- (d) "Company" means the AssurePro Insurance Company Limited;
- (e) "Effective Date" means 12:01 AM on the day immediately after the Application is received by the Company or on any date selected by the Insured Person that is dated after the Application has been received by the Company; the Effective Date will be stated as such on the declaration page of this Policy;
- (f) "Expiry Date" means 12:00 Midnight on the day that is one year after the Effective Date; the Expiry Date will be stated as such on the declaration page of this Policy;
- (g) "Insured Hazards" means those hazards insured pursuant to Article II;
- (h) "Insured Person" means the individual named on the declaration page of this Policy and represents the individual who makes the contract with the Company;
- (i) "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;
- (j) "Schedule of Insured Losses" means the Schedule of Insured Losses contained in Article III of this Policy.

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 and Period of Coverage

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) children whilst riding in, boarding or alighting from a school bus; or
- (e) while driving or riding in, boarding or alighting from a farm truck, so licensed; or
- (f) 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
- (g) as a result of the explosion or burning of any vehicle listed in this Article; or
- (h) as a result of being struck or run down by any vehicle listed in this Article; or
- (i) 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.

Provided the premium is paid as required under this Policy, the Company shall insure the Insured Person for the period commencing on the Effective Date and ending on the earliest of the (i) the Expiry Date, and (ii) the date this contract of insurance is terminated pursuant to Article VI (3) or Article VI (4) of this Policy (the "Initial Term").

**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 of Insured Losses:

Amount of Insurance

<b>RISK</b>	<b>Option # 1</b>	<b>Option # 2</b>
For loss of life	\$50,000.00	\$ 100,000.00
For loss of both eyes	50,000.00	100,000.00
For loss of both hands	50,000.00	100,000.00
For loss of both feet	50,000.00	100,000.00
For loss of one hand and one foot	50,000.00	100,000.00
For loss of one hand or foot and sight of one eye	50,000.00	100,000.00
For loss of one hand	25,000.00	50,000.00
For loss of one foot	25,000.00	50,000.00
For loss of one eye	25,000.00	50,000.00

**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, riding lawn mower, 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 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. Assignment

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

### 2. Territory

This contract of insurance provides coverage only while the insured resides in the territory(s) the Company is duly licensed to operate in by the laws governing the Company. Should the insured elect to move outside of the covered territory the contract of insurance would be cancelled on a short rate basis for the expired time but in no event shall the short rate premium be deemed to be less than the minimum retained premium.

### 3. Limitation of Actions

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

### 4. 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 confirm to the minimum requirements of such statutes.

### 5. 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.

6. Determination of Dates

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

7. Premium

Subject to the limits, terms, conditions and provisions and exclusions stated in this contract of insurance, the Company shall insure each Insured Person against those losses described in this Policy in return for payment of the premium. The premium is described and set out in the Application.

8. Contract extension

An offer to renew this contract of insurance for a period of one (1) year from the Expiry Date (an "Offer to Renew") may be provided by the Company to the Insured Person before the Expiry Date and prior to the expiration date of any Renewal Term (defined below), if applicable.

Coverage under this contract of insurance may be extended for the period contemplated in the Offer to Renew (the "Renewal Term") as long as the additional premium is paid and as long as the Insured Person remains alive and eligible for insurance coverage until the Renewal Deadline Date (defined below) for such Renewal Term. If the Insured Person files a claim prior to the Expiry Date or prior to the expiration date of any Renewal Term (a "Renewal Expiry Date") then the Company's approval is required to extend the contract. Once the approval to extend the contract has been granted, any claim that pertains to an event that occurred during the Initial Term or any Renewal Term prior to the extension will be rejected.

The additional premium for coverage for each Renewal Term is due and payable in full within thirty (30) days from the commencement of the Renewal Term (the "Renewal Deadline Date"). If the additional premium for a Renewal Term is not received by the applicable Renewal Deadline Date then this contract of insurance will lapse effective as of the day that immediately precedes the commencement of such Renewal Term.

9. 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 the Schedule 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 policies, the amount paid by the Company shall be determined as if the Insured Person is insured under only the policy first issued and then still in effect and no payment for loss shall be made under any other policy for the Insured Person.

## **VI. Statutory Conditions**

### 1.(1) The Contract

The Application, this Policy, any document attached to this Policy when issued, and any amendments to the contract agreed upon in writing after the Policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

### (2) Waiver

The insurer shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the insurer.

### (3) Copy of Application

The insurer shall upon request, furnish to the insured or to a claimant under the contract a copy of the Application.

### 2. Material Facts

No statement made by the insured or person insured at the time of the Application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the Application or any other written statements or answers furnished as evidence of insurability.

### 3. Termination by Insured

The insured may terminate this contract at any time by giving written notice of termination to the insurer by registered mail to its head office or chief agency in the province, or by delivery thereof to an authorized agent of the insurer in the province, and the insurer shall upon surrender of this Policy refund the amount of premium paid in excess of the short rate

premium calculated to the date of receipt of such notice according to the table in use by the insurer at the time of termination.

4. Termination by Insurer

1.) The insurer may terminate this contract at any time by giving written notice of termination to the insured 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.

2.) The notice of termination may be delivered to the insured, or it may be sent by registered mail to the latest address of the insured on the records of the insurer.

3.) Where the notice of termination is delivered to the insured, five (5) days' notice of termination shall be given; where it is mailed to the insured, ten (10) days' notice of termination shall be given and the 10 days shall begin on the day following the date of mailing notice.

5. Notice and Proof of Claim

1.) The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall:

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

(i) by delivery thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the province; or

(ii) by delivery thereof to an authorized agent of the insurer in the province;

Not later than 30 days from the date a claim arises under the contract on account of an accident sickness or disability.

(b) within 90 days from the date of a claim arises under the contract on account of an accident, sickness or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of the happening of the accident or the commencement of the sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, his age, and the age of the beneficiary if relevant; and

(c) if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim may be made under the contract and as to the duration of such disability.

2.) Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does 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 or the date a claim arises under the contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time prescribed.



6. Insurer to Furnish Forms for Proof of Claim

The insurer shall furnish forms for proof of claim within 15 days of receiving notice of claim, but where the claimant has not received the forms within that time he may submit his proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

7. Rights of Examination

As a condition precedent to recovery of insurance moneys under this contract:

- a. the claimant shall afford to the insurer an opportunity to examine the person of the person insured when and so often as it reasonably requires while the claim hereunder is pending; and
- b. in the case of death of a person insured, the insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

8. When Moneys Payable other than for Loss of Time

All moneys payable under this contract, other than benefits for loss of time shall be paid by the insurer within 60 days after it has received proof of claim.

IN WITNESS WHEREOF AssurePro Insurance Company Limited has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ASSUREPRO INSURANCE COMPANY LIMITED

Per: \_\_\_\_\_

Per: \_\_\_\_\_