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Group Business Travel Accident & Medical Policy



This policy is a contract between the Policyholder and the **Company**, AIG Insurance Company of Canada.

The **Company** agrees to provide the insurance cover set out in this policy under the sections (and subsections) of cover that are shown as being included in the Group Business Travel Accident **Policy Schedule**. This policy, the **Policy Schedule** and all attached memoranda and endorsements detail the entire cover provided and the terms and conditions applying to it.

The **Company** will only provide cover for those people who are shown as being insured on the **Policy Schedule** and/or any attached memoranda or endorsements as long as the required premium has been paid and the **Company** has accepted it.

The Policyholder should read this policy and **Policy Schedule** to make sure that they understand the cover provided and the limitations applying. If any elements of the cover require clarification or do not meet the needs of the Policyholder, the Policyholder should in the first instance raise these with the **Company**, where applicable.

This group policy and the booklet contain a provision removing or restricting the right of the insured and the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.



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Section 1 : Definitions

There are certain words and expressions used in this group policy which have a specific meaning, and those meanings are unique to this policy. These words are defined below and each time one of them is used in this group policy and Policy Schedule (and any endorsements, riders or memoranda attached to thereto), it is with Initial Capital Letters and bold. Plural forms of the words defined have the same meaning as the singular form. However, when these same words are shown as beginning in lower case letters, the meaning is not specific to this policy.

Please read each section of the policy for additional definitions applicable to those sections and subsections.

Activities of Daily Living: The following six activities:

1. Maintaining continence: ability to control urination and bowel movements, including the use of ostomy supplies or other devices such as catheters if required;
2. Transferring: ability to move in and out of a bed, between a bed and a chair, or a bed and a wheelchair;
3. Dressing: putting on and taking off all necessary items of clothing including braces, artificial limbs or other surgical appliances;
4. Toileting: use of a lavatory including getting to and from and getting on and off, to manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
5. Eating: ability to consume food or drink that already has been prepared and made available, with or without the use of adaptive utensils; and
6. Bathing: washing in either a tub or shower, including the task of getting in or out of the tub or shower or washing satisfactorily by other means.

Air Transportation: Any land, water or air conveyance required in connection with the transport of the **Insured Person** by air.

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

Annual Earnings: The **Insured Employee's** annual salary from employment with the Policyholder or the **Employer** immediately prior to the date of loss, exclusive of overtime, bonus, incentive payments, profit sharing or commission.

Assistance Company: The company listed on the **Policy Schedule Declarations** which provides emergency travel assistance under Section 7 of the policy.

Brain Death: Irreversible unconsciousness with total loss of brain function; and complete absence of electrical activity of the brain, even though the heart is still beating.

Business Travel While on a Trip: If applicable to an Eligible Class, means any activity of the **Insured Person** while an **Insured Employee** is on assignment by or at the direction of the Policyholder for the purpose of furthering the business of the Policyholder, which takes place during a **Trip** and excludes every day travel to and from work and bonafide leaves of absence or vacations. **Sojourn or Personal Deviation** is covered for a maximum number of days as listed under Sojourn or Personal Deviation Maximum in the **Policy Schedule Declarations**.

Carjacking: Taking unlawful possession of a **Private Passenger Type Automobile** by means of force or threats against the **Insured Person(s)** then rightfully occupying such **Private Passenger Type Automobile**.

Change in Treatment: Includes any new **Treatment** or medication, stopped **Treatment** or medication, increase or decrease in **Treatment** or medication but does not include transition between generic and brand-name versions of drugs with the same active ingredient and dosage or the routine adjustment of dosage within prescribed parameters when taking insulin or oral diabetes medication.

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

Company: AIG Insurance Company of Canada.



Complications of Pregnancy: Conditions requiring **Hospital** stays (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. **Complications of Pregnancy** also include non-elective caesarean section, ectopic pregnancy, which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy does not include false labor, occasional spotting, **Physician**-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

Covered Expenses: Those **Reasonable and Customary** expenses, up to the maximum specified, for transportation, medical services and medical supplies which are **Medically Necessary** and incurred in connection with the **Air Transportation** of the **Insured Person**. All transportation arrangements made for transporting the **Insured Person** must be by the most direct and economical route. Expenses for **Special Transportation** must be recommended by the attending **Physician** or surgeon or required by the standard regulations of the conveyance transporting the **Insured Person**. Expenses for medical supplies and services must be recommended by the attending **Physician**.

Declarations: The **Declarations** relating to this policy as set out in the **Policy Schedule**.

Departure Date: The date upon which an **Insured Person** leaves their province of residence on a **Trip**, which date must occur while this policy is in effect.

Dependent Child(ren): A person who is either the natural child, adopted child or step-child of the **Insured Employee**, or an infant to which the **Insured Employee** is "*in loco parentis*", and who is:

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

Dependent Parent: The **Insured Person's** parents, parents-in-law, grandparents, grandparents-in-law, great-grandparents or great-grandparents-in-law that are dependent upon the **Insured Person** for support, maintenance and care.

Effective Date: The date stipulated within the **Policy Schedule Declarations** as the date from which coverage begins under this policy.

Employer: The Policyholder or an affiliate or subsidiary thereof which employs the Eligible set out within the **Policy Schedule Declarations**.

Expiration Date: The date stipulated within the **Policy Schedule Declarations** as the date from which coverage ends under this policy.

GHIP: The Government Health Insurance Plan that provides health insurance coverage that Canadian provincial or territorial governments provide for their residents.

Hospital: An establishment which:

- (a) holds a licence as a hospital (if licencing is required in the jurisdiction);
- (b) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- (c) provides 24 hour a day nursing service by registered or graduate nurses;
- (d) has a staff of one or more licenced **Physicians** available at all times;
- (e) provides organized facilities for diagnosis, and major medical surgical facilities;
- (f) is not primarily a clinic, nursing, rest or convalescent home or similar establishment; and



(g) is not, other than incidentally, a place for the treatment of alcohol or drug addiction.

Immediate Family: A person who is related to the **Insured Person** in any of the following ways a **Spouse**, parent (includes stepparent), father-in-law, mother-in-law, a child (including legally adopted or stepchild), son-in-law, daughter-in-law, brother or sister (includes stepbrother or stepsister), brother-in-law, sister-in-law, grandparent, grandchildren, aunt, uncle, niece, nephew or first cousin

Injury: Bodily injury which is sustained by an **Insured Person** as a direct result of an unintended unanticipated accident, provided such accident is external to the body and occurs while the **Insured Person's** insurance under this policy is in force.

Institution of Higher Learning: A school that provides a post-secondary program of education which includes, but is not limited to, any university, private post-secondary college or trade school, and any College of General and Vocational Education/ Collège d'enseignement général et professionnel (CÉGEP).

Insured Employee: An individual who belongs to an Eligible Class as specified in the **Policy Schedule Declarations** provided such individual's name is on file with the Policyholder as being insured under this policy.

Insured Person: An **Insured Employee** and any additional **Insured Persons** as described in the Eligible Classes in the Policy Schedule Declarations.

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

Loss when used with reference to:

- (a) **Quadriplegia, Paraplegia, and Hemiplegia** means the complete and irreversible **Paralysis** of such limbs;
- (b) **Hand or Foot** means the complete and irrecoverable severance through or above the wrist or ankle joint, but below the elbow or knee joint;
- (c) **Arm or Leg** means the complete and irrecoverable severance through or above the elbow or knee joint;
- (d) **Thumb and Index Finger** means the complete and irrecoverable severance through or above the first phalange;
- (e) **Fingers** means the complete and irrecoverable severance through or above the first phalange of all four **Fingers** of one **Hand**;
- (f) **Toes** means the complete and irrecoverable severance of both phalanges of all the toes of one foot;
- (g) **The Entire Sight of One Eye** means the total and irrecoverable loss of sight such that corrected visual acuity must be 20/200 or less in such eye;
- (h) **The Entire Sight of Both Eyes** means the total and irrecoverable loss of sight in both eyes such that corrected visual acuity must be 20/200 or less and the field of vision must be less than 20 degrees in both eyes. A **Physician** certified in ophthalmology must clinically confirm the diagnosis in writing;
- (i) **Hearing in One Ear** means the diagnosis of permanent loss of **Hearing in one Ear**, with an auditory threshold of more than 90 decibels. A **Physician** certified in otolaryngology must confirm the diagnosis in writing;
- (j) **Hearing** means the diagnosis of permanent loss of **Hearing** in both ears, with an auditory threshold of more than 90 decibels in each ear. A **Physician** certified in otolaryngology must confirm the diagnosis in writing;
- (k) **Speech** means complete and irrecoverable loss of the ability to utter intelligible sounds; and
- (l) **Loss of Use** means the total and irrecoverable loss of use provided the loss is continuous for 12 consecutive months and such loss of use is determined to be permanent.

Loss when used herein may also include **Loss of Life**.



Medical Emergency: A condition caused by an **Injury** or **Sickness** which meets all of the following criteria: (1) there is present a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the **Insured Person's** condition or place their life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while the policy is in force.

Medically Necessary: Services or supplies provided by a **Hospital** or **Physician**, licenced dentist or other licenced provider that are required to identify or treat an **Insured Person's Sickness** or **Injury** and that are defined as follows:

- Consistent with the symptom or diagnosis and **Treatment** of the **Insured Person's Sickness** or **Injury**;
- Appropriate with regard to standards of good medical practices;
- Not solely for the convenience of the **Insured Person** or a **Physician** or other licenced provider; and
- When applied to the care of a **Hospital** in-patient, it further means that the **Insured Person's** medical symptoms or conditions require that the services cannot be safely provided as a **Hospital** outpatient.

Minor Ailment: Any **Injury** or **Sickness** which does not require:

- (a) the use of medication for a period of greater than 15 days;
- (b) more than one follow-up visit to a **Physician**;
- (c) hospitalization or surgical intervention;
- (d) referral to a specialist; and

which ends at least 30 consecutive dates prior to the **Insured Person's Departure Date** of a **Trip**. A chronic condition or any complication of a chronic condition is not considered a minor ailment.

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

Paralysis: Complete and irreversible paralysis of such limbs, provided such loss of function is continuous for 12 months and such loss of function is thereafter determined to be permanent.

Permanent and Total Disability: **Injury** which prevents an **Insured Employee** from performing at least two of the six **Activities of Daily Living**, without assistance from another person and the **Insured Employee** has been determined on evidence satisfactory to the **Company**, to be and remain, as of 12 months after the date of the **Injury**, incapable of performing at least two of the six **Activities of Daily Living** without assistance from another for the remainder of their life. The disability must be determined to be total, permanent, and irreversible and certified to be such by a **Physician** acceptable to the **Company**. The **Insured Employee's** inability to obtain employment is not a criteria to qualify for the **Permanent and Total Disability** benefit.

Physician: A medical doctor, who is licenced to administer medical treatment and prescribe drugs in the place where they provide medical services. The following are not considered to be **Physicians**: naturopath, herbalist and homeopath.

Policy Schedule: The Group Business Travel Accident **Policy Schedule** listing policy **Declarations**, Premium Rates, **Principal Sums** and the Schedule of Benefits, which should be read with this policy.

Pre-Existing Condition: Any medical or physical condition, symptom, illness or disease for which **Treatment** was received or for which an ordinarily prudent person would have sought **Treatment** within the number of days as specified in the Pre-Existing Condition Period in the Policy Schedule **Declarations**, immediately prior to the **Insured Person's Departure Date** unless such condition was **Stable and Controlled**.

Principal Sum: That amount specified in the **Policy Schedule Declarations** as the **Principal Sum** for an **Insured Person** based on the Eligible Class to which an **Insured Person** belongs.

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



Reasonable and Customary: The amount usually charged for **Treatment**, services or supplies to provide an appropriate level of care given the severity of the **Sickness** or **Injury** being treated, in the geographical location where the **Treatment**, services or supplies are being provided.

Sickness: Any disease, illness, or infection of an **Insured Person** that begins while coverage under the benefit provision is in force as to the **Insured Person**.

Sojourn or Personal Deviation: Non-business travel or activities undertaken while an **Insured Employee** is engaged in **Business Travel While on a Trip** or **While on the Business of the Policyholder**, but such travel or activities are unrelated to furthering the business of the Policyholder.

Special Transportation: Includes, but is not limited to, air ambulances, land ambulances, commercial airlines and private motor vehicles.

Spouse: A person who is either:

- (a) legally married to the **Insured Employee**, or if there is no such person;
- (b) a person who, although not legally married to the **Insured Employee**, is cohabitating with the **Insured Employee** and is publicly represented as the **Insured Employee's** domestic partner in the community in which they reside.

Stable and Controlled: Any medical condition (whether or not the diagnosis has been determined), other than a **Minor Ailment**, for which there has been:

- (a) no hospitalization; and
- (b) no new diagnosis, **Treatment** or prescribed medication; and
- (c) no **Change in Treatment**; and
- (d) no new, more frequent or more severe symptoms; and
- (e) no new test results showing deterioration; and
- (f) no referral to a specialist (made or recommended) and the **Insured Person** is not awaiting surgery or results of further investigations performed by a **Physician**.

Supplemental Restraint System: An air bag which inflates for added protection to the head and chest areas.

Table of Losses: The table set out in the **Policy Schedule**.

Travel Companion: The person with whom an Insured Person is sharing travel arrangements and prepaid accommodations on a Trip.

Treatment: Any medical, therapeutic or diagnostic procedure, service or supply that is prescribed, performed or recommended by a **Physician**, including but not limited to prescribed medication, investigative testing and surgery.

Trip: A trip taken by an **Insured Person** which begins when the **Insured Employee** leaves their residence or place of regular employment for the purpose of going on the trip (whichever occurs last) and is deemed to end when the **Insured Employee** returns from the trip to their residence or place of regular employment (whichever occurs first). To be considered a trip, one or more of the following conditions must be met:

- (a) at least one overnight stay in a hotel; or
- (b) the travel is scheduled by an aircraft; or
- (c) the destination is more than 150 kilometres from the **Insured Employee's** place of regular employment.

Twenty-Four (24) Hour Coverage: If applicable, to an Eligible Class, means coverage hereunder occurring at any time, regardless of whether the accident occurs: (1) during **Business Travel While on a Trip**; or (2) **While on the Business of the Policyholder**.

While on the Business of the Policyholder: If applicable, to an Eligible Class, means any activity of the **Insured Person** while the **Insured Employee** is on assignment by or at the direction of the **Policyholder** for the purpose of furthering the business of the **Policyholder**, which takes place outside the **Insured Employee's** residence or place of regular employment, excluding every day travel to and from work and bonafide leaves of absence or vacations. **Sojourn or Personal Deviation** is covered up to the number of



days as listed under Sojourn or Personal Deviation Maximum in the Policy Schedule Declarations directly before or after a **Trip** which occurs **While on the Business of the Policyholder**.

Section 2 : Term of Coverage

2.1 Term Of Policy

This policy commences on the **Effective Date** and continues until the **Expiration Date** stated within the **Policy Schedule Declarations** and, unless otherwise terminated or cancelled in accordance with the terms of this policy, it shall continue in effect until the last day of the period for which premium has been paid.

2.2 Termination Of Policy

- (a) The Policyholder may terminate this policy by giving at least 31 days advance written notice to the **Company** which termination shall be effective at 12:01 am at the Policyholder's address on the date set out in such notice. In the event that this policy is terminated by the Policyholder, the **Company** shall refund the amount of unearned premium, if any, on a pro rata basis, subject to a 10% reduction.
- (b) The **Company** may terminate this policy effective at any time by providing at least 31 days advance written notice of termination to the Policyholder which termination shall be effective at 12:01 am at the Policyholder's address on the date set out in such notice. A notice of termination given to the Policyholder by the **Company** shall be binding on each **Insured Person** as if such notice had been sent directly to each **Insured Person**. The **Company** shall refund the amount of unearned premium, if any, on a pro rata basis. The **Company** may terminate this policy if premiums are unpaid as outlined in Section 3 (c).

2.3 Effective Date of Individual Insurance Coverage

The insurance of an individual shall take effect on the later of:

- (a) the date such person satisfies the definition of **Insured Person**;
- (b) the date requested by the Policyholder; and
- (c) the **Effective Date** of this policy.

If a person enters an Eligible Class as specified in the **Policy Schedule Declarations**, or changes from one such class to another, any consequential change in coverage hereunder shall take effect on the effective date of the change, except that if the person changes from one Eligible Class to another and is absent from active full-time work on the effective date of such change for employment purposes, any consequential change in coverage hereunder shall only become effective upon the date the person returns to active full-time work.

2.4 Termination of Individual Insurance Coverage

The insurance of an **Insured Person** shall immediately end on the date the Termination of Coverage is met as set out in the **Policy Schedule**.

Termination of coverage will not affect a claim for a covered **Loss** that occurred while the **Insured Person's** coverage was in force under this policy.

2.5 Automatic Extension of Coverage After Termination (Applicable to Emergency Travel Benefits under Section 7 only)

- (a) Notwithstanding the provisions of Section 2.4, if an **Insured Person** is confined to **Hospital** as a result of a **Medical Emergency**, at the time that this contract would normally terminate for them, as determined under Section 2.4, and is prevented from returning to their province of residence, this contract will remain in force for such **Insured Person** for the period of their confinement to **Hospital** but in no event for more than 12 consecutive months after such **Insured Person's Departure Date**.



- (b) Notwithstanding the provisions of Section 2.4, if an **Insured Person's** return from a **Trip** to their province of residence is delayed due to the delay of a common carrier in which such **Insured Person** is scheduled to travel, this contract shall remain in force for such **Insured person** for the delay period to a maximum of 72 hours.

Section 3 : Premium

- (a) If the Premium Frequency stated in the **Policy Schedule Declarations** is monthly in arrears, all required premium shall be paid by the Policyholder in arrears and by no later than the 15th day of each month commencing with the month following the month in which the **Effective Date** occurs.
- (b) If the Premium Frequency stated in the **Policy Schedule Declarations** is annually, all required premium shall be paid by the Policyholder on or before the 60th day after the **Effective Date**. In the event of a change in coverage any additional premium must be paid on or before the 60th day after the effective date of such change.
- (c) If all the required premium is not paid during the applicable period set out in Section 3(b) this policy and the coverage hereunder does not come into effect. If all the premium is not paid as required under Section 3(a) this policy terminates at the end of the period permitted under such Section for the payment of premium and the Policyholder shall owe and shall pay to the **Company** all the premiums accruing up to the date of termination of this policy.
- (d) The **Company** may, by notifying the Policyholder, alter the rate stipulated in the Policy Schedule Declarations at which premiums shall be computed. The **Company** shall provide the Policyholder with at least 60 days advance written notice of any such change in rates.

Section 4 : Policyholder's Obligations

4.1 Information to be Provided to Insured Employees

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

4.2 Information to be Furnished About Insured Employees

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

- (a) an accurate list of the names, home and work addresses of **Insured Employees** and the information required to determine an **Insured Employee's Principal Sum**, the amount of any benefit payable hereunder and the applicable premium for each **Insured Employee**; and
- (b) the names of any **Insured Employees** who have left the employment of the **Employer** and the date of their departure.

4.3 Access to Records

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



4.4 *Obligation of Policyholder to Ensure Accuracy and Consistency with Collective Agreement*

The Policyholder is obliged to accurately determine if a person is eligible for coverage under this policy and to submit the applicable premium for each **Insured Person**. The incorrect or erroneous submission of premium by the Policyholder does not have the effect of in any way altering the coverage otherwise available to any person under this policy nor does it have the effect of in any way affording coverage to any person under this policy if such person is not eligible. Further, the Policyholder shall ensure that if any collective agreement shall pertain or does pertain to the benefits afforded by this policy, that such collective agreement is consistent with and does not afford any lesser benefits or rights to **Insured Persons** than is provided hereunder.

Section 5 : Primary Accidental Death & Dismemberment Benefits

5.1 *Accidental Death and Dismemberment Benefit*

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

- (a) such **Loss** occurs within 365 days after the date of accident causing such **Loss**;
- (b) the amount of the benefit payable for any such **Loss** shall be the amount set out in the **Table of Losses** in the **Policy Schedule**, for that specific **Loss**; and
- (c) if more than one **Loss** is sustained as the result of any accident, only one benefit shall be payable, the largest; and
- (d) if the **Insured Person** belongs to an Eligible Class which provides coverage:
 - (i) for **Business Travel While on a Trip**, the accident causing **Injury** and **Loss** must occur while the **Insured Employee** was engaged in **Business Travel While on a Trip**; or
 - (ii) **While on the Business of the Policyholder**, the accident causing **Injury** and **Loss** to the **Insured Person** must occur **While on the Business of the Policyholder**; or
 - (iii) on a **Twenty-Four (24) Hour Coverage** basis, the accident causing **Injury** and **Loss** to the **Insured Person** may occur at any time, without limitation to **Business Travel While on a Trip** or **While on the Business of the Policyholder**.

5.2 *Disappearance and Exposure*

If the body of an **Insured Person** has not been found within one year, the **Insured Person** will be deemed to have suffered **Loss of Life** only if their disappearance involved the forced landing, stranding, sinking or wrecking of a conveyance.

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**, such **Loss** will be covered under the terms of this policy.

Section 6 : Additional Accidental Death & Dismemberment Benefits

These sections of the policy only apply if selected by the Policyholder and the appropriate premium paid.

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

6.1 *Permanent and Total Disability*

If an **Insured Employee** suffers **Injury** causing **Permanent and Total Disability**, the **Company** shall pay the amount which listed in the **Policy Schedule's** Schedule of Benefits section for the **Insured Employee** less any amounts under the **Table of Losses** which have been paid or which are payable by the **Company** for **Losses** of the **Insured Employee**.



6.2 Rehabilitation Benefit

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

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

The Maximum Amount Payable per **Insured Employee** for this benefit for all **Injuries** resulting from any one accident is listed on the **Policy Schedule's** Schedule of Benefits section.

6.3 Home Alteration and Vehicle Modification

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

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

This benefit is payable only if:

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

The Maximum Amount Payable per **Insured Person** for this benefit for all **Injuries** resulting from any one accident is listed on the **Policy Schedule's** Schedule of Benefits section.

6.4 Workplace Modification and Accommodation

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

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



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

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

The Maximum Amount Payable per **Insured Employee** for this benefit for all Injuries resulting from any one accident is listed on the **Policy Schedule's** Schedule of Benefits section.

6.5 Psychological Therapy

If an **Insured Person** sustains **Injury** which results in a **Loss** payable under the **Table of Losses** other than **Loss of Life**, and subsequently as a result of such **Injury** and **Loss**, the **Insured Person** requires, within two years from the date of such **Injury**, **Psychological Therapy** as prescribed by a **Physician**, the **Company** will pay the reasonable and customary expenses for **Psychological Therapy**.

"**Reasonable and Customary**" means the lesser of:

- (a) the usual charge made by **Physicians** or other health care providers for a given service or supply; or
- (b) the charge determined to be the prevailing charge made by **Physicians** or other health care providers for a given service or supply in the geographical area where it is furnished; or
- (c) the amount negotiated by the **Company** and the health care provider.

"**Psychological Therapy**" means treatment or counselling by a therapist or counsellor, who is licenced, registered, or certified to provide such treatment, whether such treatment is on an out-patient basis or provided while a patient at a medical facility licenced to provide such treatment.

The Maximum Amount Payable per **Insured Person** for this benefit for all Injuries resulting from any one accident is listed on the **Policy Schedule's** Schedule of Benefits section.

6.6 In-Hospital Benefit

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

- (a) for a period of confinement in **Hospital** of more than 30 consecutive overnight stays, 1% of the **Insured Person's Principal Sum**; or
- (b) for a period of confinement of 30 consecutive overnight stays or less, 1/30 of the amount determined in accordance with Section 6.6(a) for each overnight stay in **Hospital**.

The **Company** will pay this benefit monthly, retroactive to the first overnight stay of confinement in **Hospital**.

The Maximum Amount Payable per **Insured Person** for this benefit for all **Injuries** resulting from any one accident is listed on the **Policy Schedule's** Schedule of Benefits section.

Benefits are not payable for more than a total of 12 months of confinement for any one accident causing **Injury**.

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

6.7 Family Transportation

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



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

The Maximum Amount Payable per **Insured Person** for this benefit for all **Injuries** resulting from any one accident is listed on the **Policy Schedule's** Schedule of Benefits section.

6.8 **Repatriation Benefit**

If an **Insured Person** suffers Injury causing **Loss of Life** and for which a benefit is paid or payable hereunder and:

- (a) such **Loss of Life** occurs more than 50 kilometres from their permanent city of residence; and
- (b) such **Loss of Life** occurs within 365 days of the date of the accident causing the **Injury**,

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

The Maximum Amount Payable per **Insured Person** for this benefit for all **Injuries** resulting from any one accident is listed on the **Policy Schedule's** Schedule of Benefits section.

6.9 **Identification Benefit**

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

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

This benefit is payable by the **Company** only if the body of the **Insured Person** is located more than 150 kilometres from the said **Immediate Family** member's normal place of residence and the identification of the body is requested by the police or a similar law enforcement agency having authority over such matters.

Payment will not be made for ordinary living, travelling or clothing expenses, other than as specifically stated above. If transportation occurs in a vehicle or device other than one operated under the licence for the conveyance of passengers for hire, the reimbursement of transportation expenses will be limited to a maximum of \$0.40 per kilometre travelled.

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

The Maximum Amount Payable per **Insured Person** for this benefit is listed on the **Policy Schedule's** Schedule of Benefits section.

6.10 **Day Care Benefit**

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

- (a) the actual annual cost charged by a commercial and licenced day care centre; or
- (b) 5% of the **Insured Person's Principal Sum**; or
- (c) the Maximum Amount Payable listed on the Policy Schedule's Schedule of Benefits section per year.

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



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

6.11 **Dependent Child Educational Benefit**

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

- (a) the Maximum Amount Payable listed on the **Policy Schedule's** Schedule of Benefits section per school year; or
- (b) 5% of such **Insured Person's Principal Sum**.

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

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

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

6.12 **Spousal Educational Benefit**

If an **Insured Employee** suffers **Injury** resulting in **Loss of Life**, for which the **Company** has paid the benefit set out in the **Table of Losses**, the **Company** will pay to the **Insured Employee's Spouse** the actual cost incurred for a professional or trades training program in which such **Spouse** enrolls for the purpose of obtaining an independent source of support and maintenance provided such cost is incurred not later than 36 months after the **Insured Employee's Loss of Life**.

The Maximum Amount Payable for this benefit per **Insured Employee** is listed on the **Policy Schedule's** Schedule of Benefits section.

6.13 **Funeral Expense**

If an **Insured Person** suffers **Injury** resulting in **Loss of Life**, for which the **Company** has paid the benefit set out in the **Table of Losses**, the **Company** will reimburse the reasonable and usual expenses incurred with a mortician, crematory or a funeral home, for the services or supplies related to the burial or cremation. The **Company** shall also reimburse the usual expenses relative to the purchase of a cemetery plot, grave or mausoleum, including a plaque, tombstone or monument. This benefit is payable to the person who has incurred the actual expenses pertaining to the cremation, burial or funeral expenses of the **Insured Person**.

The Maximum Amount Payable for this benefit per **Insured Person** is listed on the **Policy Schedule's** Schedule of Benefits section.

6.14 **Bereavement Benefit**

If an **Insured Person** suffers **Injury** which results in **Loss of Life** for which the **Company** has paid the benefit set out in the **Table of Losses**, the **Company** will pay the reasonable and necessary expenses actually incurred for grief counselling provided that:

- (a) the counselling is for the **Spouse** and/or **Dependent Children**;
- (b) such expenses are incurred within 365 days of the date of the **Loss of Life**; and



- (c) such grief counselling is provided by a therapist or counsellor who is licenced, registered or certified to provide such treatment.

The **Company** will pay the person who has incurred the actual expense.

The Maximum Amount Payable for this benefit is listed on the **Policy Schedule's** Schedule of Benefits section.

6.15 **Seat Belt and Air Bag Benefit**

If an **Insured Person** suffers **Injury** resulting in a **Loss** for which the **Company** has paid a benefit set out in the **Table of Losses**, the **Company** shall pay an additional amount if **Injury** causing the **Loss** results while they are a passenger or driver of a **Private Passenger Type Automobile** and their seat belt is properly fastened.

The **Company** will pay an additional benefit if a Seat Belt Benefit is payable and if the **Insured Person** is positioned in a seat protected by a properly functioning, original, factory-installed **Supplemental Restraint System** that inflates on impact.

Verification of the actual use of the seat belt, at the time of the accident, must be a part of an official report of the accident or be certified, in writing, by the investigating officer(s). Verification that the **Supplemental Restraint System** inflated properly must be provided by the person submitting the claim.

The Maximum Amount Payable for this benefit per **Insured Person** is listed on the **Policy Schedule's** Schedule of Benefits section.

6.16 **Disability Fitness Benefit**

If an **Insured Employee** suffers **Injury** resulting in a **Loss** (other than **Loss of Life**) for which the **Company** has paid a benefit set out in the **Table of Losses**, the **Company** will pay the reasonable and necessary expenses actually incurred for the purchase of any specially designed fitness training or athletic equipment for disabled persons, which would not have been required except for such **Injury**.

The Maximum Amount Payable for this benefit per **Insured Person** is listed on the **Policy Schedule's** Schedule of Benefits section. In addition, the **Company** shall not issue payment for any expense incurred more than two years after the date of the accident.

If the above benefit is available in other policies issued by the **Company** to the Policyholder, only one benefit shall be payable, the largest, under the policies issued by the **Company** and shall not duplicate benefits payable under any other insurance.

6.17 **Parental Care Benefit**

If an **Injury**, for which a benefit is paid or payable hereunder, sustained by an **Insured Person** results in a Loss of Life within 365 days of the date of Injury, the **Company** will pay a Parental Care Benefit for an eligible **Dependent Parent**.

A **Dependent Parent** is eligible if, at the time of the accident:

1. They are a resident in a licensed nursing care facility; or
2. They are enrolled in a home health care program; or
3. They are living in the **Insured Person's** residence; or
4. They are receiving support and care provided by the **Insured Person** as evidenced by:
 - (a) Cancelled cheques;
 - (b) Income tax returns showing the **Dependent Parent** as a dependent; or
 - (c) Other similar forms of proof as deemed acceptable by the **Company**.

The amount of the Parental Care Benefit will be an additional 10% of the **Insured Person's Principal Sum** to any **Dependent Parents**. The Maximum Amount Payable for this benefit per **Insured Person** is listed on the **Policy Schedule's** Schedule of Benefits section.



The Parental Care Benefit will be payable in equal shares to the **Dependent Parents**. Only one Dependent Care Benefit will be payable regardless of the number of **Dependent Parents**.

6.18 Carjacking Benefit

If an **Insured Person** suffers **Injury** resulting in **Loss** for which the **Company** has paid a benefit set out in the **Table of Losses**, the **Company** shall pay an additional amount equal to 10% of the **Insured Person's Principal Sum** if **Injury** causing the **Loss** is as a result of a **Carjacking** of a **Private Passenger Type Automobile** while the **Insured Person** is operating, or riding as a passenger in, (including getting in or out of) such **Private Passenger Type Automobile**.

Verification of the **Carjacking** must be a part of an official report of the **Carjacking** or be certified, in writing, by the investigating officer(s).

The Maximum Amount Payable for this benefit is listed on the **Policy Schedule's** Schedule of Benefits section. Only one benefit is payable under this policy for all **Losses** as a result of the same **Carjacking**.

6.19 Criminal Assault Benefit

If an **Insured Person** suffers **Injury** resulting in **Loss** for which the **Company** has paid a benefit set out in the **Table of Losses**, the **Company** will pay an additional benefit equal to 10% of the **Insured Person's Principal Sum** if such **Injury** and the resulting **Loss** are caused by the deliberate act of another person, where such deliberate act:

- (a) constitutes a felony, attempted felony, indictable offence, attempted indictable offence, misdemeanour, attempted misdemeanour, summary conviction offence, riot or attempted riot;
- (b) is not a moving violation as defined under the applicable province/state motor vehicle laws;
- (c) is directed at a group of **Insured Employees** engaged in the usual course of business or at the property or assets of the **Insured Employee's Employer**, or at the **Insured Employee** as a representative of the group; and
- (d) is not the act of a fellow employee or a member of the **Insured Person's** family or household.

The words act, felony, indictable offence, misdemeanour, summary conviction offence and riot, include, but are not limited to, robbery, theft, bombing, kidnapping, hijacking, larceny, sniping, murder, rioting or inciting a riot. In this Section 6.19, the laws of the jurisdiction where the **Injury** occurs will govern as to whether an act constitutes a felony, attempted felony, indictable offence, attempted indictable offence, misdemeanour, attempted misdemeanour, summary conviction offence, attempted summary conviction offence, riot or attempted riot.

The amount of the benefit is determined by multiplying the Body Classification (A) by the actual percentage of the **Insured Person's** Body Part that is burned and then multiplying the resulting percentage [not to exceed the Maximum Percentage for that Body Part (B)] by the **Principal Sum** for such **Insured Person**.

The Maximum Amount Payable per **Insured Person** for this benefit for all **Injuries** resulting from any one accident is listed on the **Policy Schedule's** Schedule of Benefits section.

6.20 Fracture Benefit

If an **Insured Person** sustains **Injury** resulting in a fracture or dislocation listed in the following Fracture Table, the **Company** shall pay this benefit, provided that such fracture or dislocation occurs within thirty (30) days after the date of accident causing it.

The amount payable per **Insured Person** per accident for this benefit is the Percentage of the Fracture Benefit Payable listed in the Fracture Table for each scheduled fracture and dislocation multiplied by the Maximum Amount Payable per **Insured Person** per accident listed in the **Policy Schedule**. The Maximum Amount Payable per **Insured Person** for this benefit for all **Injuries** resulting from any one accident is listed on the **Policy Schedule**.

FRACTURE TABLE	
For complete fracture (including Greenstick type fracture) of:	% of Fracture Benefit Payable



FRACTURE TABLE	
The Cranium (depressed fracture), or The spine (two or more vertebrae)	100%
The Cranium (other compound), or The spine (one vertebrae)	40%
The upper jaw (maxilla), or The thigh (femur), or The pelvis	33%
The kneecap (patella)	27%
The leg (tibia or fibula), or The shoulder blade (scapula), or The ankle (Pott's fracture), or The wrist (Colles fracture)	25%
The forearm (compound or comminute)	23%
The spine (compression fracture)	20%
The sacrum or coccyx, or The sternum, or The Arm, between elbow and shoulder	17%
The forearm (not compound), or The collarbone (Clavicle), or The nose	12%
Two or more ribs	10%
The lower jaw (mandible), or One Hand (one or more metacarpal), or The Foot (one or more metacarpal), or Facial bones	8%
One rib	5%
Any bone not specified above	3%
For complete dislocation of the:	% of Fracture Benefit Payable
Hip	42%
Knee (with open primary repair)	33%
Shoulder (with open reduction)	25%
Wrist, or Ankle	17%
Elbow	12%
Bones of the Foot, other than Toes	8%

"Cranium" means the vault of the skull consisting of the following bones: frontal, parietals, occipital, temporals, sphenoid and ethmoid.

Section 7 : Emergency Travel Benefits

This section of the policy only apply if selected by the Policyholder and the appropriate premium paid.

The **Company** will pay for **Reasonable and Customary** medical expenses actually incurred by an **Insured Person** for those services described below and required by them outside their province/country of residence, up to the Maximum Trip Duration listed in the **Policy Schedule's** Schedule of Benefits, as a result of a **Medical Emergency** that occurs on a **Trip** provided such **Medical Emergency** occurs while this policy is in effect for such person.

The Total Maximum Benefit Amount Payable for this benefit per **Insured Person** is listed on the **Policy Schedule's** Schedule of Benefits.



For purposes of the Emergency Travel Benefits, any references to “**Injury**” are deemed to mean Injuries that occur outside an Insured Person’s province/country of residence.

Emergency Travel Benefit Limitations: The maximum amount payable for Emergency Travel Benefits related to **Complications of Pregnancy** or a **Pre-Existing Condition** is listed on the **Policy Schedule’s** Schedule of Benefits.

It is understood and agreed that the following exclusions in Section 10.3 Exclusions (d), (f), and (i) are not in effect for expenses incurred under the Emergency Travel Benefits provision

7.1 Co-Ordination of Benefits and Coverage Type

IMPORTANT NOTICE – COVERAGE TYPE

Please refer to the Policy Schedule to determine the Coverage Type.

Primary Coverage: If Primary Coverage has been selected by the Policyholder, the Emergency Travel Medical Expense Benefit does not require an **Insured Person** to have coverage under a separate employee benefit plan. The **Company** will seek recoveries from the applicable **GHIP** and will coordinate benefits with all other benefit plans according to the guidelines established by the Canadian Life and Health Insurance Association.

Supplemental Coverage: If Supplemental Coverage has been selected by the Policyholder, the Emergency Travel Medical Expense Benefit is intended to fill the gaps in coverage that may exist under a separate employee benefit plan that provides benefits for covered medical expenses. The **Company** will seek recoveries from the applicable **GHIP** and will coordinate benefits with all other benefit plans according to the guidelines established by the Canadian Life and Health Insurance Association.

Excess Coverage: If Excess Coverage has been selected by the Policyholder, the Emergency Travel Medical Expense Benefit is intended to fill the gaps in coverage that may exist under a separate employee benefit plan that provides benefits for covered medical expenses. **Insured Persons** must have coverage under such a plan. The **Company** is the last payer to all other benefit plans.

7.2 Emergency Hospital Confinement

The **Company** will pay benefits hereunder in the event of a **Medical Emergency** to an **Insured Person** which results in emergency confinement as a resident in-patient in a **Hospital** outside their province/country of residence. The **Company** shall cover only **Reasonable and Customary** charges made by the **Hospital** for services and supplies provided to the **Insured Person** to the extent that such are **Medically Necessary**, including semi-private accommodation and only if such expenses are incurred while this **Policy** is in effect for such person.

7.3 Emergency Medical and Therapeutic Services

The **Company** will pay benefits hereunder in the event an **Insured Person** requires emergency medical or therapeutic services outside their province/country of residence to treat a **Medical Emergency** to the extent that such are **Medically Necessary** and only if such expenses are incurred while this policy is in effect for such person. Benefits are payable to reimburse **Reasonable and Customary** expenses for:

- (a) the services of a **Physician** or legally qualified surgeon,
- (b) laboratory tests and X-ray examinations (not including MRI) ordered by a **Physician** or legally qualified surgeon for the purpose of diagnosis,
- (c) MRI, for diagnostic purposes when **Medically Necessary**,
- (d) the services of a registered graduate nurse,
- (e) rental of crutches or a hospital type bed, or the cost of splints, canes, slings, trusses, braces or other prosthetic appliances approved by the **Company**,
- (f) the services of a **Physician** who is an anaesthetist,



- (g) drugs or medicines that require a **Physician**, nurse practitioner or legally qualified surgeon's written prescription,
- (h) services of a chiropodist, chiropractor, osteopath, physiotherapist or podiatrist up to the Maximum Amount Payable listed in the **Policy Schedule's** Schedule of Benefits,
- (i) expenses for accidental **Injury** to natural and sound teeth (capped or crowned teeth are considered whole or sound natural teeth) which requires the care of a legally qualified dentist or dental surgeon within 30 days from the date of the accident, Maximum Amount Payable listed in the **Policy Schedule's** Schedule of Benefits, and
- (j) out-patient services provided by a **Hospital**.

7.4 Ground Transportation Benefit

If a **Medical Emergency** during a **Trip** results in a **Medically Necessary** transportation of an **Insured Person** by a licenced ground ambulance, the **Company** will pay the expenses actually incurred for such transportation.

The Maximum Amount Payable per **Insured Person** for this benefit is listed on the **Policy Schedule's Schedule of Benefits**.

7.5 Emergency Air Transportation Benefit

- (a) If a **Medical Emergency** during a **Trip** results in a **Medically Necessary Air Transportation** of an **Insured Person**, the **Company** will pay benefits for **Covered Expenses** up to the Maximum Amount Payable per **Insured Person** listed in the **Policy Schedule** for such **Air Transportation**. Any **Air Transportation** must first be approved by the **Company** and it must be ordered by a **Physician** or licenced surgeon who certifies that the severity of the **Insured Person's Medical Emergency** warrants the **Air Transportation** of the **Insured Person** and that such is **Medically Necessary**.
- (b) If due to the geographical area at the onset of the **Medical Emergency** an air ambulance is deemed necessary, the **Company** will pay the cost of a licenced air ambulance to transport the **Insured Person** to the nearest **Hospital** or medical facility where appropriate medical **Treatment** can be obtained.

An **Air Transportation** is **Medically Necessary** if:

- (a) the **Insured Person's** medical condition warrants immediate transportation from the place where the **Insured Person** suffers from a **Medical Emergency** to the nearest **Hospital** where appropriate medical **Treatment** can be obtained; or
- (b) after being treated at a local **Hospital**, the **Insured Person's** medical condition warrants transportation to the place where they reside (provided such residence is located in Canada) to obtain further medical **Treatment** or to recover; or
- (c) both (a) and (b) above.

Emergency Medical Assistance

The **Company** provides worldwide emergency assistance for **Insured Persons** while on a **Trip** except where local conditions render such assistance not feasible. In the event of a **Medical Emergency** covered by this policy requiring hospitalization, the **Company** must be notified within 48 hours from the time of incident or expense claims may be denied or only partially covered. In the event of a **Medical Emergency**, **Insured Persons** or an individual acting on their behalf must call the **Assistance Company** listed in the Policy Schedule Declarations.

Refer to the **Assistance Company** for further details regarding the emergency assistance services available to travelling **Insured Persons**.

Availability and Quality of Care and Services

The **Company** is not responsible for, and incurs no liability for:



- (a) the quality of any medical **Treatment** or services, or any facility that provides such **Treatment** or services;
- (b) the availability of medical **Treatment**, services or any facility to provide such **Treatment** or services; and
- (c) the failure or inability of any **Insured Person** to obtain or seek medical **Treatment**.

Section 8 : War Risk Coverage

War Risk Coverage shall not be afforded nor shall it come into effect unless the Policyholder has paid the deposit premium. Further, War Risk Coverage shall not be maintained unless the Policyholder provides an exposure report that conforms to the Reporting Requirements.

Notwithstanding the Section 10.3(c) of the policy, the **Company** will afford to certain **Insured Persons** who qualify for coverage under this policy for **Injury** or **Loss** caused by or resulting from an act of declared or undeclared war within the geographical limits or territorial waters of, or airspace above the geographic limits or territorial waters of, a **Designated War Risk Territory(ies)** (but not such an act in which the **Insured Person** is an active participant).

The maximum amount payable for **Injury** or **Loss** caused by or resulting from an act of declared or undeclared war is the lesser of:

- (a) the **Principal Sum** specified in the **Policy Schedule**; and
- (b) the Maximum Amount Payable per **Insured Person** per accident listed in the Policy Schedule's Schedule of Benefits section.

Changes in Premium: The **Company** may change the premium rate for the inclusion of War Risk Coverage under this policy at any time if:

- (a) war risk conditions change in the **Designated War Risk Territory(ies)**;
- (b) there is a change in which area(s) is (are) defined to be the **Designated War Risk Territory(ies)**; or
- (c) the Policyholder's exposure to war risk in the **Designated War Risk Territory(ies)** changes in any way.

The **Company** will give the Policyholder written notice of any change in the premium rate for the inclusion of War Risk Coverage at least 30 days in advance of the effective date of the change.

Termination Date: War Risk Coverage ceases to apply with respect to this policy on the earliest of:

- (a) the date the policy terminates;
- (b) the date the **Company** receives written notice from the Policyholder of the Policyholder's intent to terminate the applicability of the War Risk Coverage (or on the date specified in the written notice, if later); or
- (c) the date specified in the **Company's** written notice to the Policyholder of the **Company's** intent to terminate the applicability of War Risk Coverage (but in no event shall coverage terminate in less than 10 days after such noticed is mailed or delivered).

If the applicability of War Risk Coverage terminates prior to the end of a period for which premium has been paid, any unearned premium attributable to the War Risk Coverage will be returned.

Termination of the applicability of the War Risk Coverage will not affect a claim for a covered loss that occurred while the War Risk Coverage was still applicable.

Notwithstanding any other provision of this contract:

1. the War Risk Coverage shall automatically terminate upon the occurrence of war among the major powers of Europe or Asia; and
2. the **Company** will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose the insurer, its



parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

War Risk Coverage Additional Definitions

In addition to the general policy definitions, words with a special meaning in this section are listed below and are shown with Initial Capital Letters and bold.

Designated War Risk Territory(ies): as used in Section 8, means named country(ies) or part(s) of country(ies) included on the war risk country listing maintained by the **Company**. A **Designated War Risk Territory** does not include Canada or the United States of America or the **Insured Person's** country of permanent residence.

Reporting Requirements: The Policyholder agrees to report, in writing, exposure of **Insured Persons** in the **Designated War Risk Territory(ies)** annually. For select **Designated War Risk Territory(ies)** as identified on the war risk listing, pre-approval by the **Company** is required and monthly reporting may be required until further notice. The report must include the name and occupation of each **Insured Person**, reason for travel, their specific itinerary and destination(s) in the **Designated War Risk Territory(ies)** including the exact location to which the **Insured Person** intends to travel, the effective and termination dates of their exposure, and their **Principal Sum** with respect to War Risk Coverage during the period of exposure.

Section 9 : Beneficiary Designation

The **Insured Employee** may designate a beneficiary to receive the amount payable hereunder for their **Loss of Life**.

In the absence of such a beneficiary designation, the beneficiary to receive the benefit payable hereunder for **Loss of Life** of the **Insured Employee** is the person(s) who is or are on file with the **Insured Employee's Employer** as the beneficiary for the basic group life insurance policy to receive the death benefit under such policy. In the absence of any such beneficiary designation validly made for the purposes of the Employer's current basic life insurance policy the beneficiary shall be the estate of the **Insured Employee**.

The amount payable hereunder for the **Loss of Life** of an **Insured Person**, other than the **Insured Employee**, is payable to the **Insured Employee**.

Section 10 : Exclusions and Limitations

10.1 Limitations

The maximum amount payable per **Insured Person** under this policy for **Losses** sustained by any one **Insured Person** as the result of any one accident is the **Principal Sum**, except where a **Loss** is **Quadriplegia, Paraplegia** or **Hemiplegia**, in which case the maximum amount payable per **Insured Person** is the amount indicated for such **Loss** in the **Table of Losses**. This limitation does not apply to the additional benefits set out in Section 6 and 7 which are subject to their own specific limits.

10.2 Aggregate Limit per Accident

The maximum amount payable by the **Company** under this policy for two or more **Insured Persons** who suffer an Injury in any one accident is the amount which is the Aggregate Limit per Accident set out in the Policy Schedule Declarations.

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



10.3 Exclusions

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

- (a) suicide or any attempt thereat by the **Insured Person**;
- (b) self-inflicted Injury or any attempt thereat by the **Insured Person**;
- (c) declared or undeclared war or any act thereof;
- (d) sickness, disease, or bodily infirmity whether the **Loss** or claim results directly or indirectly from any of these;
- (e) sustained while the **Insured Person** is undergoing the medical or surgical treatment of sickness, disease, or bodily or mental infirmity;
- (f) stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis, aneurysm;
- (g) travel or flight in or on (including getting in or out of, or on or off of) any **Aircraft**, if the **Insured Person** is:
 - (i) riding as a passenger in any **Aircraft** not intended or licenced for the transportation of passengers; or
 - (ii) performing, learning to perform or instructing others to perform as a pilot or crew member of any **Aircraft**; or
 - (iii) riding as a passenger in an **Owned Aircraft, Leased Aircraft** or on a **Charter Flight**.
- (h) travel or flight in or on (including getting in or out of, or on or off of) any **Aircraft** or any craft designed to fly or glide above the Earth's surface:
 - (i) except as a passenger on a regularly scheduled commercial airline; or
 - (ii) being used for crop dusting, spraying or seeding, firefighting, traffic patrol, air ambulance, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; or
 - (iii) operating to or from offshore landing sites; or
 - (iv) used in any operation that requires a special permit from the Civil Aviation Branch of Transport Canada, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on).
- (i) infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes;
- (j) any services or supplies provided by an **Insured Person** or an **Immediate Family** member of the **Insured Person** including an **Insured Person** or **Immediate Family** member that is a **Physician**;
- (k) **Injury** or **Loss** sustained while the **Insured Person** is on full-time active duty in the armed forces or organized reserve corps of any country or international authority. (Unearned premium for any period for which the **Insured Person** is on full-time active duty shall, upon application to the **Company** by the Policyholder, be refunded);
- (l) **Injury** or **Loss** sustained while the **Insured Person** is under the influence of alcohol and operating any vehicle or means of transportation or conveyance while their blood alcohol is over eighty (80) milligrams in one hundred (100) millilitres of blood;
- (m) **Injury** or **Loss** sustained while the **Insured Person** is under the influence of a drug or substance which is controlled as specified under the Controlled Drugs and Substances Act (Canada) or the Cannabis Act unless taken pursuant to the advice of and in strict accordance with the instructions of a duly licenced **Physician**;
- (n) the committing of or the attempt to commit an assault or criminal offence



- (o) an act, attempted act or omission taken or made by the **Insured Person**, or an act, attempted act or omission taken or made with the **Insured Person's** consent, for the purposes of interrupting the blood flow to the **Insured Person's** brain or to cause asphyxiation to the **Insured Person** whether with intent to cause harm or not; and
- (p) death by natural causes.

10.4 **Emergency Travel Benefits Exclusions**

Exclusions in Section 10.3 (d), (f) and (i) are not in effect for expenses incurred under the Emergency Travel Benefit. In addition to the remaining exclusions in Section 10.3 Exclusions, Emergency Travel Benefits are not payable for, any expense for or resulting from:

- (a) a child born during a **Trip** covered under this policy;
- (b) **Sickness** or **Injury** where the **Trip** is undertaken for the purpose of securing medical **Treatment** or advice for such **Sickness** or **Injury**;
- (c) **Sickness** or **Injury** due to participation in any professional sport;
- (d) repair or replacement of the following except for the purpose of modifying the item because the **Injury** or **Sickness** has caused further impairment in the underlying bodily condition:
 - (i) existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing durable medical equipment;
 - (ii) new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement of sound natural teeth damaged or lost;
 - (iii) new eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses;
 - (iv) new hearing aids or hearing examinations;
 - (v) rental of durable medical equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in the **Company's** sole judgment, Emergency Medical and Therapeutic Services for rental of durable medical equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, the **Company** may, but is not required to, choose to consider such purchase expense as a **Reasonable and Customary** charge in lieu of such rental expense)
- (e) Personal comfort or convenience items, such as but not limited to **Hospital** telephone charges, television rental, or **Hospital** guest meals;
- (f) **Treatment** or services when reimbursement or coverage by the **Company** would contravene any **GHIP** in Canada;
- (g) expenses incurred on an elective (non-emergency) basis;
- (h) any **Treatment**, investigation or surgery for a specific condition, or a related condition, which had caused the **Insured Person's Physician** to advise such person not to travel;
- (i) any services or supplies provided by an **Insured Person** or an **Immediate Family** member of the **Insured Person**;
- (j) a **Sickness** or **Injury** that, at the time of departure, might reasonably be expected to require an **Insured Person** to undergo **Treatment**, investigation, surgery or hospitalization;
- (k) any service, **Treatment**, surgery or stay in **Hospital** not required for the immediate relief of acute pain or suffering or which is not **Medically Necessary**;
- (l) any **Treatment** or surgery which reasonably could be delayed until the **Insured Person** returns to their province/country of residence;
- (m) anticipated medical **Treatments** required on an ongoing basis or for continued stabilization of a medical condition known to the **Insured Person** prior to departure from their province/country of residence;



- (n) any sickness, injury or medical condition that is a **Pre-Existing Condition** within the number of days as specified in the Pre-Existing Condition Period in the **Policy Schedule's** Schedule of Benefits, except as provided herein;
- (o) that portion, if any, of any expenses for **Treatment**, advice or hospitalization which are not **Reasonable and Customary**;
- (p) Any condition for which the **Insured Person** is entitled to benefits under any Workers' Compensation Act or similar law;
- (q) For non-Canadian residents **Treatment** or services within the **Insured Person's** country of residence after the person has returned or being evacuated back to their country of residence;
 - (i) AIG Insurance Company of Canada, in consultation with the attending **Physician**, reserves the right to return the patient to their country of residence. If any **Insured Person** is (on medical evidence) able to return to their country of residence following the diagnosis of, or the emergency treatment for, a medical condition which requires continuing medical services, **Treatment** or surgery, and the **Insured Person** selects to have such **Treatment** or services rendered or surgery performed outside their country of residence, the expense of such continuing medical services, **Treatment** or surgery will not be covered by the plan;
 - (ii) If the **Insured Person** declines to be transferred, or to return to their country of residence when declared medically fit to travel by the medical director, any continuing expense for such **Sickness** or **Injury** shall not be covered.

10.5 Additional Exclusion for Insured Persons belonging to an Eligible Class covered for Business Travel While on a Trip Only Coverage

If the **Insured Person** belongs to an Eligible Class for which there is **Business Travel While on a Trip** coverage only, no coverage shall be provided under this policy and no payment shall be made for any **Loss** or claim resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any accident causing **Injury** or **Loss** which does not occur during **Business Travel While on a Trip** or during the portion of the **Trip** that is considered **Sojourn or Personal Deviation**.

10.6 Additional Exclusion for Insured Persons belonging to an Eligible Class covered for While on Business of the Policyholder Only Coverage

If the **Insured Person** belongs to an Eligible Class for which there is coverage only **While on Business of the Policyholder**, no coverage shall be provided under this policy and no payment shall be made for any **Loss** or claim resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any accident causing **Injury** or **Loss** to an **Insured Person** which does not occur **While on the Business of the Policyholder** or during the portion of a **Trip** that is considered **Sojourn or Personal Deviation**.

Section 11 : General Provisions

These General Provisions are applicable to this policy as a whole. Please read each section to see further additional conditions and provisions relating to that section.

11.1 The Policy

The policy between the Policyholder and the **Company** consists of:

- (a) this document,
- (b) the **Policy Schedule**; and
- (c) any written amendment(s) to this document issued by the **Company**.

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



11.2 Amendments

Only the President and CEO of the **Company** or their authorized representative has authority to waive or agree to amend any part of this policy on behalf of the **Company**.

11.3 Waiver

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

11.4 Right To Return Policy

The Policyholder may return this policy for any reason within the later of: (1) 15 days after receiving it; or (2) 15 days after the policy becomes effective. It may be returned by e-mail or in person to the **Company**. Any premium paid will be refunded and this policy will be treated as if it were never issued.

11.5 Notice

Any notice required or permitted to be given to or by the Policyholder or the **Company** pursuant to this policy shall be in writing and shall be deemed to be properly given if sent to the applicable party at the address indicated on the **Policy Schedule**.

11.6 Notice and Proof of Claim

The Policyholder or its agent, the **Insured Person** or an **Insured Person's** beneficiary entitled to make a claim or their agent:

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

11.7 Failure to Give Notice or Proof

Failure to give notice of claim or furnish proof of claim within the time prescribed in Section 11.6 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 or the **Injury** and if it is shown that it was not reasonably possible to give notice or furnish proof within the time as prescribed.

11.8 Right of Examination

As a condition precedent to recovery of insurance money under the policy, any **Insured Employee** making a claim must give the **Company** an opportunity to examine them when and as often as it reasonably requires while the claim hereunder is pending, and in the case of **Loss of Life** of an **Insured Employee**, the **Company** may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.

11.9 When Moneys Payable

All money payable under the contract must be paid by the **Company** within 60 days after it has received proof of claim.

11.10 Limitation of Actions

Actions or proceedings against an insurer for the recovery of insurance money payable under the policy is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed



by the laws of Saskatchewan), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Quebec Civil Code*.

11.11 Payment of Claims

The benefit payable for **Loss of Life** for an **Insured Employee** will be payable in accordance with Section 9.

Unless otherwise specified herein:

- (a) any accrued other benefits payable but unpaid at the **Insured Person's** death will be paid to the **Insured Person's** estate; and
- (b) all other benefits are payable to the **Insured Employee**, whether for a **Loss** incurred by the **Insured Employee** or another **Insured Person**.

For Emergency Travel Benefit all amounts payable shall be reimbursed to the individual who has paid the expense or shall be paid directly to the provider.

Section 12 : Additional Provisions

12.1 Currency

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

12.2 Assignment

The Policyholder cannot assign this policy without the consent of the **Company**.

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

12.3 Non-Participating

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

12.4 Governing Law

The relationship between the **Company** and the Policyholder shall be governed by and interpreted in accordance with the laws of the Policyholder's Canadian province or territory.

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

12.5 Conformity with Applicable Law

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

The **Company** will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose the **Company**, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

This policy will not cover any loss, injury, damage or legal liability arising directly or indirectly from planned or actual travel in, to, or through Iran, Syria, Sudan, North Korea or the Crimea region.

12.6 Not In Lieu of Workers' Compensation

This policy is not in lieu of and does not affect any requirement for coverage under workers' compensation legislation or similar law.



12.7 *Collective Agreement and this Policy*

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

12.8 *Clerical Error*

Clerical error on the part of the **Company** or the Policyholder in the keeping of records for furnishing of information shall not void any **Insured Person's** insurance otherwise validly in force, provided the proper premium remittance is made, nor shall it continue any Insured Person's insurance otherwise validly terminated under the terms of the policy.

By signing below, the President and Chief Executive Officer of the Company agrees on behalf of the **Company** to all the terms of this Policy.

A handwritten signature in black ink, appearing to read "Rob White". The signature is fluid and cursive, with a large initial "R" and "W".

President and Chief Executive Officer
AIG Insurance Company of Canada

This Policy shall not be valid unless signed at the time of issuance by the President and CEO of the **Company**.