

## PARTICIPANT ACCIDENT POLICY

Various provisions in this form restrict coverage. Read the entire form carefully to determine rights, duties and what is and is not covered.

Throughout this form the words “you”, “your”, and “Insured” refer to the Named Insured shown on the Declaration Page of your policy. The words “we”, “us” and “our” refer to the Insurer providing this insurance. The word “Schedule” refers to the Schedule of Benefits attached to and forming part of this policy.

Other words and phrases that appear in quotation marks have special meaning.

### INSURING AGREEMENT

In consideration of the payment of the premium stated on the Declaration Page of this policy, the Insurer agrees to insure the Certificate Holder for loss resulting from injury to the extent herein provided occurring while participating in an Organized Activity of a Motor Sport Sanctioning Organization on file with the Insurer and subject to all of the exclusions, limitations and provisions of this policy.

### SECTION I. DEFINITIONS

In this Insurance:

**“Accident”** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance.

**“Accident”** shall also include:

- a) Exposure resulting from unavoidable exposure to the elements if, as a result of such exposure and within 180 days after the date of the Accident the “Certificate Holder” suffers a loss for which indemnity would have otherwise been payable hereunder, such loss shall be deemed to be the result of injury;
- b) Disappearance: If the “Certificate Holder” is not found within twelve months of disappearing, and sufficient evidence is produced satisfactory to the Insurer that leads them inevitably to the conclusion that the “Certificate Holder” has sustained injury and that such injury has caused the “Certificate Holder”'s death, the Insurer shall forthwith pay any death benefit, where applicable, under this Insurance, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Insurer if the “Certificate Holder” is subsequently found to be living.

**“Organized Activity”** means any activity which:

- a) Is usual and customary to a member of the Motor Sport Sanctioning Organization on file with the Insurer; or
- b) Has been specifically endorsed to this policy.

**“Hospital”** means an institution licensed as a hospital, which is open at all times for the care and treatment of sick and injured persons, has a staff of one or more Physicians available at all times and which continuously provides twenty-four hour nursing service by graduate registered Nurses. It provides organized facilities for diagnostics and surgery, is an active treatment hospital and not primarily a clinic, rest home, nursing home, convalescent hospital or similar establishment.

**“Injury”** whenever used in this policy means bodily injury caused solely by an **“Accident”** occurring while this policy is in force as to the Certificate Holder whose injury is the basis of the claim and resulting, directly and independently of all other causes, in loss covered by this policy and sustained by the Certificate Holder while and in consequence of:

- a) Participating in motor sport as a member of a Motor Sport Sanctioning Organization; or
- b) Participating in an event or activity which has been specifically endorsed to this policy.

**“Certificate Holder”** means an Insured member of the Motor Sport Sanctioning Organization named, whose name is on record with the Insurer and is acting as a Participant in an Organized Activity.

**“Participant”** means any person who is granted permission to enter the “Restricted Area” by a Motor Sport Sanctioning Organization, but only if:

- a) The person has clearly defined duties directly allotted to them as respects an “Organized Activity”; and
- b) The person is within the “Restricted Area” or is outside the “Restricted Area” for the sole purpose of registration and technical inspection for an “Organized Activity”.

**“Restricted Area”** means any area of a motor sport facility requiring special authorization, credentials or permission to enter and to which admission by the general public is restricted or prohibited.

**“Member of the Immediate Family”** includes the “Certificate Holder”, the “Certificate Holder’s” spouse (legal or common-law), and the children, brothers, sisters, parents and grandparents of the “Certificate Holder” and the “Certificate Holder’s” spouse.

**“Nurse”** means a graduate registered nurse who is licensed and entitled to use the suffix “R.N.” after his or her name; provided in any case that such a person is one who does not ordinarily reside in the home of the “Certificate Holder” requiring nursing care and is not a Member of the Immediate Family.

**“Physician”** means any practitioner (other than the “Certificate Holder” or a Member of the Immediate Family) licensed by proper authority in the locale where the treatment is rendered, to use the term Doctor of Medicine (M.D.) and acting within the scope of his or her license.

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

“**Residence**” means both the dwelling of which a “Certificate Holder” is an occupant and the premises on which it is situated.

The term “**Reasonable and Customary**” means the reasonable and customary fees in the geographic area in which the expense is incurred.

“**Schedule of Benefits**” or “**Schedule**” means the schedule describing the amount of coverage available under each section of this policy, which is attached to and forms part of this policy.

**SECTION II. BENEFITS**

**1) ACCIDENTAL DEATH AND DISMEMBERMENT**

If a covered “Injury” to the “Certificate Holder” results in any of the losses specified below, within 365 days of the date of the Accident causing such “Injury”, the Insurer will pay the benefit set opposite such loss in accordance with the following schedule:

<u>For Loss of:</u>	<u>Percentage of Principal Sum</u>
Life.....	100%
Entire sight of both eyes.....	100%
Speech, and hearing in both ears.....	100%
One hand & entire sight of one eye.....	100%
One hand and one foot.....	100%
Entire sight of one eye .....	66%
Speech.....	100%
Hearing in both ears .....	100%
Hearing in one ear .....	33%
All toes of one foot .....	25%
Both hands or both feet.....	100%
One arm or one leg .....	100%
One hand or one foot.....	66%
Thumb & index finger or at least four Fingers of one hand .....	33%

<u>For Total Paralysis of:</u>	<u>Percentage of Principal Sum</u>
Both upper & lower limbs (quadriplegia) .....	100%
Both lower limbs (paraplegia) .....	100%
Upper & lower limbs of one side (hemiplegia) .....	100%

Indemnity provided under this Section will not be paid under any circumstances for more than one of the losses, the greatest, sustained by any one “Certificate Holder” as the result of any one “Accident”.

Where Principal Sum Indemnity is paid for Loss of Life, Loss of Use, Dismemberment, or Loss of Sight, Speech or Hearing, or due to Quadriplegia, Paraplegia or Hemiplegia, no amount shall be payable under any other section of the policy with respect to such loss.

If loss of life occurs within 90 days after the date of the accident, the maximum amount payable is the principal sum.

### **Permanent Total Disability**

The Principal Sum will be paid to the "Certificate Holder" in a lump sum, less any other amounts payable under the Accident Medical and Hospital Reimbursement Expenses Section as a result of the same "Accident", if the "Certificate Holder" becomes totally disabled and the following conditions are met:

- a) The disability results from an injury occurring after the age of 18 but prior to age 65.
- b) The disability commences within 365 days of the accident.
- c) The disability prevents the "Certificate Holder" from engaging in each and every occupation or employment for compensation or profit for which the "Certificate Holder" is reasonably qualified by education, training or experience.
- d) The disability continues for 12 consecutive months, remains total and is permanent at the end of such period.

In this Section, the term "**Loss**":

- a) as used with reference to hand or foot means complete severance at or above the wrist or ankle joint but below the elbow or knee joint and includes permanent total and irrecoverable loss of use of hand or foot;
- b) as used with reference to arm or leg means complete severance at or above the elbow or knee joint and includes permanent total and irrecoverable loss of use of arm or leg;
- c) as used with reference to thumb and index finger means complete severance at or above the metacarpophalangeal joint and includes permanent total and irrecoverable loss of use of thumb or index finger;
- d) as used with reference to eye means the irrecoverable loss of the entire sight thereof; and
- e) as used with reference to speech or hearing means the entire and irrecoverable loss thereof.

**“Paralysis”** as used with reference to Quadriplegia, Paraplegia and Hemiplegia means the total and irrecoverable paralysis of such limbs. Any indemnity payable for Paralysis shall be paid only if such loss is permanent, total and irrecoverable and shall have been continuous for a period of 12 months from the date of the accident.

Any indemnity payable for loss of use shall be paid only if such loss is permanent, total and irrecoverable and has been continuous for a period of twelve months from the date of the “Accident”.

## **2) ACCIDENT MEDICAL AND HOSPITAL REIMBURSEMENT EXPENSES**

If “Injury” to the “Certificate Holder” results in actual, necessary, reasonable and customary expenses for any of the following services or supplies, and the “Certificate Holder” receives medical treatment within 30 days from the date of the “Accident” and is under the regular care and attendance of a “Physician”, the Insurer will reimburse the “Certificate Holder” for the following:

- a) Hospital services, except those covered under any Provincial Statute applicable to the “Certificate Holder”;
- b) Hospital charges for the difference between the public ward allowance under the “Certificate Holder’s” Provincial Hospital Plan and the semi-private accommodation charge (private accommodation charge if recommended by the attending “Physician”)
- c) Expenses for the services of a “Nurse” when recommended by the attending “Physician”, provided such “Nurse” does not ordinarily reside in the eligible person’s residence, and is not a member of the immediate family, subject to a maximum payment as shown in the Schedule attached to this policy;
- d) Expenses for prescription drugs, sera and vaccines prescribed by the attending “Physician”;
- e) Expenses charged for the services of a licensed professional Physiotherapist or certified Athletic Sports Therapist, provided such Physiotherapist or Sports Therapist does not ordinarily reside in the eligible person’s residence and is not a member of the immediate family; subject to a maximum payment per treatment and per “Accident” or during any one policy term, as shown in the Schedule attached to this policy;
- f) Expenses for licensed ambulance service, or, when recommended by a Physician, by any other conveyance licensed to carry passengers for hire, including air ambulance, to or from the nearest hospital which is equipped to provide the required treatment, subject to a maximum payment as shown in the Schedule attached to this policy;
- g) Expenses for the services of a Chiropractor, when recommended by the attending Physician, provided such Chiropractor is duly licensed or duly registered where required in the province of practice and does not ordinarily reside in the injured

person's residence and is not a member of the immediate family, subject to a maximum payment as shown in the Schedule attached to this policy;

- h) Expenses for the services of any of the following practitioners, provided such practitioner is duly licensed or duly registered where required in the province of practice and does not ordinarily reside in the injured person's residence and is not a member of the immediate family, subject to a maximum payment per specialty per accident as shown in the Schedule attached to this policy:
  - i. Osteopath
  - ii. Chiropodist or Podiatrist
  - iii. Massage Therapist

expenses for diagnostic x-rays and laboratory tests ordered by a Chiropractor, Osteopath, Chiropodist or Podiatrist will be allowed as expenses under the services of such practitioners, subject to a maximum of one x-ray per practitioner for each "Certificate Holder" per accident.

- i) Rental of crutches or appliances subject to a maximum payment as shown in the Schedule attached to this policy;
- j) Costs of splints, trusses, braces subject to a maximum payment as shown in the Schedule attached to this policy;

The "Reasonable and Customary" expense must be incurred by the "Certificate Holder" for such treatment or service within 52 weeks of the date of the "Accident".

**In no event shall benefits exceed the amount specified in the Schedule and are subject to all limitations, exclusions, and other provisions of the policy with respect to any one accident. Benefits payable hereunder which are also paid or payable under any other insurance program shall be reduced to the extent that in no event will payment from all sources exceed 100% of the actual expenses incurred for such treatment or service.**

Accident Medical/Hospital Expenses as provided hereunder shall not be payable for the use of an ambulance for transportation of a "Certificate Holder" from the location of the Covered Program to the location where first treatment by a medical physician or surgeon is administered. Subsequent use of an ambulance, for transportation to the home of the "Certificate Holder" or to any medical institution for further treatment as the result of the same Injury, is covered hereunder.

### **3) ACCIDENT DENTAL REIMBURSEMENT EXPENSES**

If "Injury" to the "Certificate Holder" results in actual, necessary, reasonable and customary expenses for treatment, replacement or x-rays by a legally qualified Dentist or Oral Surgeon, required as a result of injury to whole or sound teeth, and the "Certificate Holder" receives such treatment or services within 30 days from the date of the

“Accident”, the Insurer will reimburse the “Certificate Holder” for these expenses, up to the amount specified in the applicable Schedule of Fees and Treatment Services of the Dental Association in the province where the “Certificate Holder” resides, or its equivalent as determined by the Insurer subject to a maximum payment as shown in the Schedule attached to this policy.

It is understood that dental treatment is limited to injury to sound and natural teeth and in no event shall benefits exceed the amount specified in the Schedule with respect to any one accident. The reasonable and necessary expenses must be incurred within 52 weeks after the date of the accident. Capped or crowned teeth are considered whole or sound.

Further, this policy is subject to, and shall not contravene, any Federal or Provincial Statutory requirement with respect to hospital and/or medical plans, nor shall it duplicate any benefits which are provided under any Federal or Provincial Hospital or Medical plans or Acts, whether the “Certificate Holder” has such coverage or not, or any other policy providing a reimbursement benefit.

#### 4) WEEKLY ACCIDENT INDEMNITY

When Total Disablement to a “Certificate Holder” shall commence within 60 days after the date of the accident and wholly and continuously disable and prevent the “Certificate Holder” from engaging in the major duties of his/her occupation and/or any gainful employment for which he/she is reasonably fitted by training, education and experience, the Insurer will pay the Weekly Indemnity Benefit as stated in the Schedule of Benefits for the period the “Certificate Holder” shall be so disabled, commencing as per below chart, but not to exceed the number of consecutive weeks indicated in the Schedule of Benefits as a result of any one “Accident” to any one “Certificate Holder”.

<i>Occupation Class</i>	<i>Date of Commencement of Benefits following disability</i>
One	8 <sup>th</sup> day
Two	15 <sup>th</sup> day
Three	22 <sup>nd</sup> day
Four and higher	31 <sup>st</sup> day

The “Certificate Holder” will not be eligible for indemnity under this benefit provision unless gainfully employed on a full-time basis for at least three (3) consecutive months prior to the Injury.

When the Weekly Accident Indemnity in combination with amounts which the “Certificate Holder” qualifies to receive under Workers’ Compensation or similar benefits, (including payments to eligible dependents), and any disability, retirement or other income benefits personally provided or provided through his/her employer exceeds 100% of the salary, the amount which is in excess shall be deducted from the Weekly Indemnity payable hereunder.

When an injured “Certificate Holder” receives benefits under Section II. Benefits, the Insurer is entitled to repayment of amounts paid, including related expenses, out of the proceeds of any settlement or judgement that such “Certificate Holder” recovers from any responsible party or insurer.

**5) FRACTURE, DISLOCATION AND SURGERY INDEMNITY**

The Insurer agrees to pay, as compensation for pain and suffering, when a “Certificate Holder”, due to “Injury”, requires medical or surgical treatment, in the amounts specified in the following Schedule, provided that not more than one such indemnity (the largest) shall be payable as the result of any one accident.

<u>Complete Fracture</u> (including Greenstick type fracture)	<u>Percentage of Limit Shown on the Schedule</u>
Of the skull (depressed).....	100%
Of the skull (not depressed).....	33%
Of the spine (one or more vertebrae).....	50%
Of the jawbone (mandible or maxilla).....	33%
Of the thigh (femur).....	33%
Of the pelvis .....	33%
Of the knee cap .....	27%
Of the lower leg .....	25%
Of the shoulder blade .....	25%
Of the ankle (small bones) .....	25%
Of the wrist (small bones) .....	25%
Of the forearm (compound or comminuted) .....	23%
Of the forearm (not compound) .....	12%
Of the sacrum or coccyx .....	17%
Of the sternum .....	17%
Of the arm, between elbow and shoulder .....	17%
Of the collarbone .....	12%
Of the nose .....	12%
Of two or more ribs .....	20%
Of one hand (one or more metacarpals) .....	8%
Of one foot (one or more metacarpals) .....	8%
Of the facial bones .....	8%
Of one rib .....	5%
Of any bone not specified above .....	3%

<u>Complete Dislocation</u>	<u>Percentage of Limit Shown on the Schedule</u>
Of the hip .....	42%
Of the knee (with open primary repair) .....	33%
Of the shoulder (with open reduction) .....	25%
Of the wrist .....	17%
Of the ankle .....	17%
Of the elbow .....	12%

<u>Severance of tendon or tendons</u>	<u>Percentage of Limit Shown on the Schedule</u>
Heel (achilles) .....	22%
Ankle .....	20%
Knee .....	18%
Foot (not toes) .....	17%
Elbow .....	17%
Wrist .....	12%
Hand (including fingers) .....	12%

<u>Miscellaneous</u>	<u>Percentage of Limit Shown on the Schedule</u>
Ruptured kidney (operative) .....	30%
Ruptured liver (operative) .....	30%
Ruptured spleen (operative) .....	30%
Punctured lung with open surgery .....	25%
Burns – requiring one or more skin grafts .....	25%
Knee-injured and requiring surgery (when there is no fracture or dislocation) .....	25%
Bone operation – injured portion removed .....	20%

**6) BABYSITTING/CAREGIVING BENEFIT**

If an “Injury” to the “Certificate Holder” requires and receives treatment by a physician within 30 days from the date of the “Accident” and confines the “Certificate Holder” to home following the accident, the Insurer will pay a Babysitter or Caregiver to tend to the “Certificate Holder” during normal school hours or during the parent’s workday if the parent is unable to do so. The Babysitter or Caregiver must be at least 18 years of age and not an immediate family member. This benefit is subject to an hourly maximum equal to the provincial minimum wage and a maximum total payment as shown in the Schedule attached to this policy.

**7) EYEGASSES OR CONTACT LENSES BENEFIT**

When an Injury to the “Certificate Holder” requires and receives treatment by an Ophthalmologist within 30 days from the date of the Accident, and results in the purchase of eyeglasses or contact lenses within 365 days of the accident, when none of which were previously required or worn, the “Certificate Holder” will pay the reasonable and necessary expense therefore, and the reasonable and customary expenses incurred within 52 weeks after such date, not to exceed the maximum payment as shown in the Schedule attached to this policy.

**8) HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT**

In the event the “Certificate Holder” sustains the “loss” of or “loss of use” of both feet or both legs or becomes quadriplegic, paraplegic or hemiplegic, for which indemnity is

payable in accordance with the terms of this policy, and subsequently requires the use of a wheelchair to be ambulatory, the Insurer will pay reasonable and necessary expenses actually incurred within three years of the date of the Accident causing such loss for:

- a) The one-time cost of alterations to your principal residence required to make it wheelchair accessible and habitable. These alterations must be made by a person or persons with experience making the required modifications and recommended by a recognized organization providing support and assistance to wheelchair users.
- b) The one time cost of modifications to a motor vehicle for the purposes of making the vehicle accessible and driveable for you. Again, the modifications must be carried out by a person or persons with experience in this area. All modifications must be approved by the provincial vehicle licensing authorities.

The most that can be paid out under a) and b) combined is shown in the Schedule attached to this policy.

## **9) REHABILITATION EXPENSES BENEFIT**

If the "Certificate Holder" sustains a specific loss for which an amount of Principal Sum becomes payable under this policy, the Insurer will pay expenses incurred for the "Certificate Holder's" participation in a rehabilitation program in order to qualify in a different occupation in which he or she would not have engaged except for such injury, during the 3 year period following the loss, subject to a maximum payment as shown in the Schedule attached to this policy, as the result of any one Accident. Room, board or other ordinary living, travelling or clothing expenses are not covered.

## **10) REPATRIATION BENEFIT**

If the "Certificate Holder" dies as the direct result of injuries sustained in an "Accident" that occurs 50 kilometres or more from the "Certificate Holder's" normal place of residence, the Insurer will pay the "reasonable and customary" expenses to return the body of the "Certificate Holder", up to the maximum payment as shown in the Schedule of Benefits. This repatriation must occur within 365 days of the accident.

## **11) SPECIAL TRANSPORTATION BENEFIT**

If the "Certificate Holder" sustains a specific loss for which an amount of Principal Sum becomes payable under this policy, the Insurer will pay expenses incurred for reasonable travel expense to obtain special medical or dental treatment by a "Physician" or dentist that is unavailable within 160 kilometres of a "Certificate Holder's" residence. If the "Certificate Holder's" age necessitates an escort, the escort will be paid for reasonable travel expenses plus up to a maximum of \$80 per day for commercial accommodation and meals, provided all receipts are submitted to the Insurer. All benefits under Special Transportation coverage are payable for one year from the date of the accident and subject to a maximum as shown in the Schedule of Benefits.

## **12) EMERGENCY TRANSPORTATION BENEFIT**

If the “Certificate Holder” sustains a specific loss for which an amount of Principal Sum becomes payable under this policy, the Insurer will pay reasonable expense incurred to transport the “Certificate Holder” to a doctor’s office or to the nearest hospital and return to the residence of the “Certificate Holder”, as the result of an injury that requires immediate medical attention, subject to a maximum as shown in the Schedule of Benefits, as the result of any one accident.

## **13) TUTORIAL BENEFIT**

If the “Certificate Holder” sustains a specific loss for which an amount of Principal Sum becomes payable under this policy, the Insurer will pay for expenses incurred within 12 months of the date of the accident for tutorial services of a qualified teacher who is not a relative of the “Certificate Holder” and who holds a current teaching certificate, at a maximum rate of \$20 per hour, and up to a maximum amount shown in the Schedule of Benefits per policy term, if the “Certificate Holder” is confined to residence or hospital for more than 40 consecutive school days. Confinement must occur within 30 days of the accident.

## **AGGREGATE LIMIT OF INDEMNITY**

A maximum limit of \$ 1,000,000. is imposed on the total of all losses arising out of any one “Accident” covered under this Policy.

This means that if a “Certificate Holder” and any other persons insured herein suffer losses occurring from the same Accident, and the total of all benefits (the benefit such eligible person is entitled to, added to those which the others are entitled to) is greater than the aggregate limit of indemnity amount, then the amount of benefit payable to each individual will be proportionately reduced so that the total amount of all benefits payable equals \$ 1,000,000.

## **SECTION III. TERRITORIAL LIMITS**

This Policy covers the “Certificate Holder” anywhere in the World.

## **SECTION IV. EXCLUSIONS**

This Policy does not cover losses directly or indirectly caused or contributed to by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense:

- A) 1. War, hostilities or warlike operations (whether war be declared or not),  
2. Invasion,  
3. Act of an enemy foreign to the nationality of the “Certificate Holder” on or the country in, or over, which the act occurs,  
4. Civil war,  
5. Riot,  
6. Rebellion,  
7. Insurrection,  
8. Revolution,  
9. Overthrow of the legally constituted government,  
10. Civil commotion assuming the proportions of, or amounting to, an uprising,  
11. Military or usurped power,  
12. Explosions of war weapons,  
13. Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined,  
14. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a country foreign to the nationality of the insured person, whether war be declared with that country or not,  
15. Terrorist activity.

For the purposes of this exclusion:

- i) Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).
- ii) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- iii) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- iv) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing or suppressing any, or all, of (1) to (15) above.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- B) Injury sustained while in any of the armed forces (land, sea or air) of any country or international authority;
- C) Intentional self-inflicted injury or attempted suicide;
- D) Being under the influence of alcohol or having taken drugs or narcotics unless taken as prescribed by a legally qualified physician or surgeon.
- E) Injury occasioned or occurring while the "Certificate Holder" is committing or attempting to commit a criminal act or to which a contributing cause was the "Certificate Holder" being engaged in an illegal occupation or activity.
- F) Pregnancy, childbirth, miscarriage or abortion;
- G) Sickness or disease of any kind;
- H) Injury as defined in this Policy, arising out of a pre-existing medical or mental condition. However, an Injury, for which the treatment has not been rendered or treatment medically recommended for the past thirty consecutive months shall not be considered a pre-existing condition unless otherwise specifically excluded;
- I) Hernia;
- J) Injury to any employee, including concession stand employees, arising out of and in the course of his/her employment, if benefits therefore are payable in whole or in part, either payable or required to be provided, under any Workers' Compensation law;
- K) Injury resulting from the operation or use (including demonstration, practicing, acceleration, testing or racing of any description) of any nuclear powered vehicle, unless specifically agreed and endorsed hereon.
- L) Property damage of "Certificate Holders'" personal articles such as glasses, contact lenses, dentures, driving suits, helmets and the like; or prescriptions for glasses or contact lenses except as described in Section II. 7) Eyeglasses and Contact Lenses Benefit;
- M) X-rays, repair or replacement of pre-existing dentures, fillings or crowns, except as provided in Section II. 2) Accident Dental Reimbursement Expenses;
- N) Injury arising out of special events, entertainments, demonstrations and exhibitions not related to the "Organized Activity" as insured hereunder unless specifically agreed and endorsed herein;

- O) Neuroses, psychoneuroses, psychotherapies, psychoses or mental or emotional disorders of any type;
- P) Rest cures, sanatorium or custodial care or periods of quarantine or isolation, except as shown in Section II. 6) Babysitting/Caregiving Benefit;
- Q) Cosmetic or plastic surgery, unless necessitated as a result of accidental bodily injury;
- R) Dental examinations, X-rays, extractions, fillings and general dental care except as a result of accidental bodily injury;
- S) Supplying of or fitting of eye glasses or hearing aids except as a result of accidental bodily injury.
- T) Routine medical examinations; and
- U) Costs incurred more than 365 days after the date of the event giving rise to them.
- V) Charges of an unlicensed masseur;
- W) Experimental drugs not approved by the governing authority having jurisdiction over the matter in the country where such drugs are prescribed and dispensed;

This program is subject to and will not contravene any Federal or Provincial statutory requirement with respect to Hospital and/or Medical plans. Benefits will be reduced under the sections of this program entitled “Accident Reimbursement Expense” and “Accident Medical and Hospital Reimbursement Expenses” and “Accident Dental Reimbursement Expenses” by any amount (paid or not) of eligible expenses covered under the Federal or Provincial Hospital and/or Medical plans and/or any other program providing similar reimbursement expenses.

## **SECTION V. GENERAL CONDITIONS**

1. All periods of time under this policy begin and end at 12:01 a.m. Standard Time, at the address of the “Certificate Holder”
2. This policy may be renewed only with the consent of the Insurer for further consecutive terms (not to exceed 12 months) upon payment of the premium at the rate and in the amount determined by the Insurer at the time of renewal.
3. All moneys, limits and indemnities payable under this policy are payable in the lawful money of Canada unless otherwise stated.
4. The due observance and fulfillment of all the terms and conditions of this Insurance insofar as they relate to anything to be done or complied with by the Named Insured, the “Certificate Holder” or anyone acting on his/her behalf shall be a condition precedent to any liability of the Insurer.

5. The "Organized Activities" are as on file with the Insurer.
6. This policy is not in lieu of, and does not affect any requirement for, coverage by Worker's Compensation insurance.
7. This Policy, including the endorsements, insertions, or riders, if any, and the application for the contract if attached to the Policy, constitutes the entire contract and no agent has the authority to change the contract or waive any of its provisions.
8. 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.
9. The "Certificate Holder" or his agent, or a beneficiary entitled to make a claim or his agent, shall:
  - a) give written notice of claim to the Insurer
    - i) by delivery thereof, or by sending it by registered mail, to the authorized representative of the Insurer in the province as indicated on the Policy, or
    - ii) by delivery thereof to the authorized representative of the Insurer in the province as indicated on the Policy Declaration Page of the policy.

Not later than thirty days from the date of the accident.

- b) within ninety days from the date of the accident of which the claim is made, furnish to the Insurer such proof of claim as is reasonably possible in the circumstances of the happening of the accident and the loss occasioned thereby, and
  - c) If so required by the Insurer, furnish a certificate as to the cause and nature of the accident for which the claim is made and as to the duration of the disability caused thereby, from a medical practitioner legally qualified to practice.
10. Failure to give notice of claim or furnish proof of claim within the time prescribed in this condition will not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible and in no event later than one year from the date of the "Accident" and if it is shown that it was not reasonably possible to give notice or furnish proof within the time as prescribed.
11. The Insurer shall furnish forms for proof of claim within fifteen days after 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 happening and character of the accident giving rise to the claim and of the extent of the loss.
12. The Insurer has the right, and the claimant shall afford to the Insurer an opportunity, to examine the "Certificate Holder" when and as often as it may reasonably require while the claim hereunder is pending, and also, in the case of the death of the "Certificate Holder", to make an autopsy subject to any law of the province relating to autopsies.

13. All moneys payable under this contract other than benefits for loss of time shall be paid by the Insurer within sixty days after having received proof of claim.
14. The initial benefits for loss of time shall be paid by the Insurer within thirty days, after having received proof of claim, and payments shall be made thereafter within each succeeding sixty-day period while the Insurer remains liable for the payments if the "Certificate Holder", whenever required to do so, furnishes prior to payments proof of continuing disability.
15. An action or proceeding against the Insurer for the recovery of a claim under this contract shall not be begun after one year from the date on which the cause of action arose.
16. If the Policy is cancelled by the "Certificate Holder" there will be no return premiums paid to the "Certificate Holder" by the Insurer, as premium is considered to be fully earned at the inception of the Policy.
17. Indemnity for loss of life will be payable to the estate of the "Certificate Holder". Any other accrued indemnities unpaid at the "Certificate Holder's" death will also be paid to such estate. All other indemnities and benefits will be payable to the "Certificate Holder", unless the "Certificate Holder" is a minor, in which case the Insurer will pay such indemnity and/or benefit to the Parent or Legal Guardian of the "Certificate Holder". Any payment made by the Insurer in good faith pursuant to this provision shall fully discharge the Insurer to the extent of such payment.
18. This policy is subject to, and shall not contravene, any Federal or Provincial Statutory requirement with respect to hospital and/or medical plans, nor shall it duplicate any benefits which are provided under any Federal or Provincial Hospital or Medical plans or Acts, whether the "Certificate Holder" has such coverage or not, or any other policy providing a reimbursement benefit.
19. Benefits will be reduced under the sub-sections of Section II of this policy entitled "Accident Medical and Hospital Reimbursement Expenses", "Accident Dental Reimbursement Expenses", "Babysitting/Caregiving Benefit", "Eyeglasses or Contact Lenses Benefit", "Home Alteration and Vehicle Modification Benefit", "Rehabilitation Expenses Benefit", "Repatriation Benefit", "Special Transportation Benefit", "Emergency Transportation Benefit", and "Tutorial Benefit", by any amount of valid and collectible insurance, whether collected by the Insured or not, covered under any of the following:
  - a. Federal or Provincial Hospital and/or Medical plans;
  - b. Workers' Compensation or similar benefits;
  - c. any Other Insurance providing similar reimbursement expenses and/or benefits.

## 20. Other Insurance

If other insurance, with any Insurers, applicable to any loss or expense covered by this Policy, is available to the "Certificate Holder", our obligations are limited as follows:

This insurance is excess over any of the other insurance, with the following exceptions:

- a) Insurance under the following sub-sections of Section II is primary and the benefits listed in these sub-sections are payable to the "Certificate Holder" regardless of any other insurance available to the "Certificate Holder":
  - i) "Accidental Death and Dismemberment"
  - ii) "Fracture, Dislocation and Surgery Indemnity"
- b) Insurance purchased specifically to apply in excess of the Limits of Insurance shown in the Schedule of Benefits of this Policy;

When this insurance is excess over Other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
2. The total of all deductible and self-insured amounts under all available Other Insurance.

We will share the remaining loss, if any, with any Other Insurance that is not found to be excess of this insurance, and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule, according to the following Method of Sharing:

#### Method of Sharing

If all of the Other Insurance permits contribution by equal shares, we will follow this method also. Under this approach each Insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each Insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all Insurers.