



Values in the right place

1225, Saint-Charles Street West, Suite 200  
Longueuil QC J4K 0B9

**Policy #1PA25**

(This policy replaces the policy bearing the number 1PA25A which was issued effective February 1<sup>st</sup>, 2016)

In consideration of the statements set forth in the Schedule and in consideration of the payment of premium in accordance with the section entitled "Premium", **SSQ Insurance Company Inc.** (hereinafter called the "Insurer") agrees with:

Name: **M KIRSCH FINANCIAL SERVICES**

(Hereinafter called the "Policyholder")

Address: **C/O CANADIAN ATHLETE INSURANCE PROGRAM (CAIP)**  
640, Lakeshore Drive, Suite 100  
Dorval (Québec)  
H9S 2B6

to insure eligible persons enrolled in this policy (hereinafter individually called the "Insured Person") for whom application is made for Loss resulting from Injury, to the extent herein provided and subject to all of the exceptions, limitations and provisions of this policy.

**Schedule of Accident Benefits**

See "Addendum"

**Schedule of Overuse Reimbursement Expenses**

See "Addendum"

**Effective Date and Policy Term**

This policy is issued for the term beginning June 15<sup>th</sup>, 2017 and ending June 1<sup>st</sup>, 2018. It takes effect at 12:01 A.M., Standard Time, at the address of the Policyholder, from which date all insurance years shall be calculated. It continues in force for the period for which premium has been paid. It may be renewed subject to consent of the Insurer for further consecutive terms on payment of premium at the rate and in the amount determined at the time of renewal.

**Premium Rates**

500 Plus:	\$35 per person per 12 months
Bronze:	\$235 per person per 12 months
Silver:	\$465 per person per 12 months
Gold:	\$795 per person per 12 months

Once enrolled an individual is covered for 12 months from the date of enrolment.

**Renewal**

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

The Insurer reserves the right to decline renewal of this policy by giving written notice to the Policyholder of such declination at least thirty (30) days prior to such date.

**Territorial Limits**

When following an injury which results in a Loss payable under the sections entitled "Accident Reimbursement Expense", "Accidental Dental Expense" "Dentures or Bridge work benefit" and "Overuse Reimbursable Expenses" such loss will be payable if incurred in Canada from an accident incurring in Canada. If an Insured Person has purchased out of Canada coverage under policy 1RN65, then expenses incurred in Canada following an accident incurred out of Canada will be considered. For all other indemnities payable,

expenses are reimbursed when incurred anywhere in the world.

### Definitions

Throughout the Policy, the male pronoun will be construed as the feminine when the person is a female.

"Accident" means a sudden and unexpected mishap or event in which an Insured Person is involved and which directly results in an Injury to the Insured Person.

"Accommodation" means lodging at a hotel, motel, inn, bed and breakfast or other like establishment as well as food reasonably required during the lodging, provided however that no indemnity will be paid for lodging at a private residence or for food not consumed as meals by the person seeking reimbursement of expenses.

"Fare" means the regular fare charged for:

- (1) an economy class seat on a regular flight by a domestic or international scheduled air carrier;
- (2) a coach seat on a passenger train;
- (3) a regular seat on a passenger bus;
- (4) an economy class accommodation on a boat.

Each of those carriers must hold a current and valid certificate issued by Transport Canada or, if subject to regulation in another country by a similar governmental authority having jurisdiction in that country.

"Hospital" means an institution licensed as a hospital within the jurisdiction in which it operates. To qualify under this definition, a hospital must be an active treatment hospital open at all times for the care and treatment of sick and injured persons, have a staff of one (1) or more Physicians available at all times, provide twenty-four (24) hour nursing service by graduate registered nurses and have organized facilities for diagnostics and surgery. A facility which is primarily a clinic, rest home, nursing home, convalescent hospital or similar establishment is not a

Hospital. For the purposes of this definition, a Hospital will include a facility or part of a facility used for rehabilitative care.

"Immediate Family Member" means a person at least eighteen (18) years of age, who is the son, daughter, father, mother, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, grandson, granddaughter, grandfather, grandmother (all of the above include natural, adopted or step relationships) or the spouse of an Insured Person.

"Injury" means bodily injury caused by an Accident occurring while the Policy is in force as to the Insured Person whose loss is the basis of claim and resulting directly and independently of all other causes in loss covered under the Policy, provided such injury is sustained under the circumstances and in the manner described in the section entitled "Description of Hazards" but in no event shall Injury mean Sickness or Disease howsoever caused unless caused by an Accident.

"Institution for Higher Learning" means and is limited to universities, colleges, CEGEPs and professional or vocational schools.

"Motorized Vehicle" means a passenger car, van, jeep-type automobile, sports utility vehicle (SUV), any truck-type automobile, truck, ambulance, or any type of motorized vehicle used by municipal, provincial or federal police forces.

"Physician" means an individual who is legally licensed to practice medicine and provide treatment within the scope of his licence by:

- (a) a recognized medical licensing organization in the jurisdiction where the treatment is rendered, provided he is a member in good standing of such licensing body, or
- (b) a governmental agency having jurisdiction over such licensing where the treatment was rendered.

The Physician must not ordinarily reside in the Insured Person's residence. The Physician must not be an Insured Person, an Immediate Family Member or business associate of an Insured Person.

"Policy" means Policy # 1PA25 any endorsements, addendums and attached papers.

"Principal Sum" means the amount indicated in the Schedule of Accident Benefits.

"Professional Counsellor" means a therapist or counsellor who is licensed or registered within the jurisdiction in which he practices to provide psychological treatment or counselling.

The Professional Counsellor must not ordinarily reside in the Insured Person's residence. The Professional Counsellor must not be an Insured Person, an Immediate Family Member or business associate of an Insured Person.

"Regular Care and Attendance" means observation and treatment to the extent necessary under existing and recognized standards of medical practice.

"Sickness or Disease" means the alteration of a person's state of health resulting from internal or external cause(s), creating objectively verifiable symptoms and/or signs, and revealing itself by the impairment of physiological or mental functions.

"Spouse" means an individual:

- (a) who is legally married to or in a civil union with the Insured Person; or
- (b) with whom the Insured Person has continuously cohabited in a conjugal relationship for a minimum of one (1) year immediately before the date of the event insured against.

However, if an individual is the biological or adoptive mother or father of at least one of the children of the Insured Person and is cohabitating with the Insured Person, the individual shall be deemed to be a Spouse from the date of birth or adoption of that child, if that date precedes the end of the period of one (1) year of cohabitation.

Only one (1) individual qualifies as the Spouse of any Insured Person. If the Insured Person is legally married or in a civil union but is also cohabiting with an individual as described under Item (b) above, the Insured Person may elect in writing which one of the

individuals will qualify as a Spouse under the Policy. This election must be filed with the Policyholder. The Insurer will not be bound by an election not filed before the occurrence of the event insured against. If an election is not filed, the Spouse will be the individual to whom the Insured Person is legally married or in a civil union.

"Transportation" means conveyance from one place to another by private or public Motorized Vehicle, bus, train, boat, ferry, airplane or helicopter.

**Description of Hazards**

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

- (a) participating in a practice session or game of the Sport(s), which session or game is approved by and under the supervision of proper authority of a sport governing body; or
- (b) travelling directly to or from such practice session or game under the supervision of proper authority of a sport governing body.

**Eligibility For Insurance**

All athletes, coaches, managers and officials who are members in good standing of a sport governing body, with the exception of individuals not covered by Provincial Medicare and who have enrolled in the program, for which a program has been selected by the sport governing body.

**Specific Loss Accident Indemnity**

When Injury results in any of the following losses within three hundred and sixty-five (365) days after the date of the accident, the Insurer will pay:

For Loss of

Life..... The Principal Sum

The Entire Sight of  
 Both Eyes ..... Two Times the Principal Sum  
 Speech and Hearing  
 in Both Ears ..... Two Times the Principal Sum  
 One Hand and the  
 Entire Sight of One Eye.... Two Times the Principal Sum  
 One Foot and the  
 Entire Sight of One Eye.... Two Times the Principal Sum  
 The Entire Sight of  
 One Eye... One and One-Third Times the Principal Sum  
 Speech ..... One and One-Third Times the Principal Sum  
 Hearing in  
 Both Ears. One and One-Third Times the Principal Sum  
 Hearing in  
 One Ear ..... Two-Thirds of the Principal Sum  
 All Toes of  
 One Foot ..... One-Half of the Principal Sum

For Loss or Loss of Use of

Both Hands..... Two Times the Principal Sum  
 Both Feet ..... Two Times the Principal Sum  
 One Hand and  
 One Foot ..... Two Times the Principal Sum  
 One Arm .... One and One-Half Times the Principal Sum  
 One Leg..... One and One-Half Times the Principal Sum  
 One Hand One and One-Third Times the Principal Sum  
 One Foot . One and One-Third Times the Principal Sum  
 Thumb and Index Finger or  
 at Least Four Fingers  
 of One Hand..... Two-Thirds of the Principal Sum

For Total Paralysis of

Both Upper and Lower Limbs  
 (Quadriplegia)..... Two Times the Principal Sum  
 Both Lower Limbs  
 (Paraplegia) ..... Two Times the Principal Sum  
 Upper and Lower Limbs  
 of One Side of Body  
 (Hemiplegia) ..... Two Times the Principal Sum

"Loss" as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint; as used with reference to arm or leg means complete severance through or above the elbow or knee joint; as used with reference to thumb means the complete severance of one (1) entire phalanx of the thumb; as used with reference to finger means the complete severance of two (2) entire phalanges of the finger; as

used with reference to toe means the complete severance of one (1) entire phalanx of the big toe and all phalanges of the other toes; as used with reference to eye means the irrecoverable loss of the entire sight thereof.

"Loss" as above used with reference to speech means complete and irrecoverable loss of the ability to utter intelligible sounds; as used with reference to hearing means complete and irrecoverable loss of hearing.

"Loss" as above used with reference to quadriplegia, paraplegia and hemiplegia means the complete and irreversible paralysis of the respective limbs.

"Loss" as above used with reference to loss of use means the total and irrecoverable loss of use, provided the loss is continuous for twelve (12) consecutive months and such loss of use is determined to be permanent at the end of such period.

Indemnity provided under this section will not be paid under any circumstances for more than one (1) of the Losses, the greatest, sustained by any one (1) Insured Person as the result of any one (1) accident. In the event Loss of Life occurs within ninety (90) days after the date of the accident, the maximum amount payable will be the Principal Sum.

**Permanent Total Disability Indemnity**

When, as the result of Injury, an Insured Person who immediately before the date of the Injury, becomes totally disabled within three hundred and sixty-five (365) days of the date of the accident and is prevented from engaging in each and every occupation or employment for compensation or profit, the Insurer will pay in one (1) sum, provided such disability has continued for a period of twelve (12) consecutive months and is total and permanent at the end of this period, the amount of Permanent Total Disability Indemnity stated in the Schedule of Accident Benefits, less any other amount paid or payable under the section entitled "Specific Loss Accident Indemnity" of this policy as the result of the same accident.

**Rehabilitation Indemnity (following a paid Loss under the Specific Loss Accident Indemnity)**

In the event an Insured Person sustains an Injury which results in a Loss payable under the section entitled "Specific Loss Accident Indemnity" of this policy, and such Injury requires that the Insured Person participate in a rehabilitation program in order to be qualified to engage in an occupation in which he would not have engaged except for such Injury, the Insurer will pay the reasonable and necessary expenses actually incurred within three (3) years from the date of such accident by the Insured Person for such program.

Payment by the Insurer for the total of all expenses incurred by any Insured Person will not exceed the amount of Rehabilitation Indemnity stated in the Schedule as the result of any one (1) accident. Payment will not be made for room, board or other ordinary living, travelling or clothing expenses.

**Psychological Therapy Benefit (following a paid Loss under the Specific Loss Accident Indemnity)**

In the event an Insured Person suffers a Specific Loss resulting from an Injury and indemnity for such loss becomes payable under the section entitled "Specific Loss Accident Indemnity" and such Injury requires such Insured Person to undergo psychological therapy, the Insurer will pay an indemnity equivalent to the reasonable and necessary expenses actually incurred within three hundred and sixty-five (365) days after the date of the Accident resulting in such loss for psychological therapy provided by a Professional Counsellor. The Insurer will pay up to a maximum of twelve (12) counselling sessions to an overall maximum of five thousand (\$5,000) dollars per any one (1) Accident. This benefit will not pay for any counselling provided by persons who would not ordinarily charge a fee for their services

The above indemnity will be paid to the person who actually incurred the expenses.

Indemnity under this section will be paid in excess of any other insurance or indemnity plans only for the amount which has not been covered after all other insurance or indemnity plans or other form of reimbursement have been exhausted, provided the

amount is equal to or less than the reasonable and necessary charge.

**Accident Reimbursement Expense for injuries and expenses incurred in Canada**

When by reason of Injury, an Insured Person requires and receives medical treatment within thirty (30) days from the date of the accident and incurs expenses for any of the following services or supplies, while under the Regular Care and Attendance of a Physician with respect to Items 1 to 8:

- (1) Hospital charges for the difference between the public ward allowance under the Insured Person's Provincial Hospital Plan and the semi-private accommodation charge (private accommodation charge if recommended by a Physician);
- (2) while hospitalised, as in (1) above, expenses for hospital parking will be reimbursed up to thirty dollars (\$30) a day for one Member of the Immediate Family to a maximum of one hundred and fifty (\$150) per accident;
- (3) expenses for the services of a Nurse ordered or prescribed by a Physician, provided such Nurse does not ordinarily reside in the Insured Person's Residence;
- (4) expenses for prescription drugs, sera and vaccines, obtainable only upon a written prescription by a Physician or legally qualified dentist and dispensed by a registered pharmacist or Physician, but excluding any charges made for the administration of injectable drugs, sera and vaccines;
- (5) Paramedical Services: expenses for the services of any of the following licensed practitioners up to \$50 per treatment, provided such practitioner does not ordinarily reside in the Insured Person's Residence and is not a Member of the Immediate Family, subject to a maximum as stated in the Schedule of Accident Benefits per speciality per accident;
  - a) acupuncturist
  - b) osteopath

- c) chiropractor
- d) chiropodist or podiatrist
- e) naturopaths
- f) speech therapist
- g) licensed psychologist

Expenses for diagnostic x-rays and laboratory tests ordered by a chiropractor, osteopath, chiropodist or podiatrist.

- (6) expenses for a 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;
- (7) Medical equipment: such as expenses for hearing aids, crutches, splints, casts, trusses and braces, but not including replacement thereof; braces do not include dental braces and are subject to a maximum reimbursement as stated in the Schedule of Accident Benefits during any one policy term;
- (8) Durable equipment: such as expenses for rental of a wheelchair, an iron lung and other durable equipment for temporary therapeutic treatment, not to exceed the purchase price prevailing at the time rental became necessary, subject to a maximum reimbursement as stated in the Schedule of Accident Benefits during any one policy term;
- (9) expenses charged for the services of a registered physiotherapist or certified athletic therapist (Member of the Canadian Athletic Therapists Association – CATA) or a registered massage practitioner prescribed by a registered physiotherapist or a certified athletic therapist, provided such physiotherapist or athletic therapist or massage therapist does not ordinarily reside in the Insured Person's Residence and is not a Member of the Immediate Family; up to \$50 per treatment, subject to a maximum reimbursement as stated in the Schedule of Accident Benefits during any one policy term;

The Insurer will pay the reasonable and customary expenses listed above, actually incurred by the

Insured Person within fifty-two (52) weeks after the date of the accident, not to exceed the amount of Accident Reimbursement Expense stated in the Schedule of Accident Benefits as the result of any one (1) accident.

"Regular Care and Attendance" means observation and treatment to the extent necessary under existing standards of medical practice for the condition requiring such treatment or causing Hospital confinement.

#### **Accidental Dental Expense for injuries and expenses incurred in Canada**

When Injury to whole and sound teeth (capped or crowned teeth will, for the purposes of this policy, be considered whole and sound), due to a force or blow external to the mouth, requires treatment, replacement or x-rays by a legally qualified dentist or oral surgeon who does not ordinarily reside in the Insured Person's Residence and is not a Member of the Immediate Family, the Insurer will pay the reasonable and necessary expenses actually incurred by the Insured Person within fifty-two (52) weeks after the date of the accident for such treatment or services, but not to exceed the amount of Accidental Dental Expense maximum stated in the Schedule of Accident Benefits as the result of any one (1) accident, provided the Insured Person consults with the dentist or oral surgeon within thirty (30) days from the date of the accident.

Any payments made under this section will be in accordance with the current Fee Guide for General Practitioners published by the Dental Association in the province or territory of the Insured Person's Residence.

#### **Dentures or Bridgework Benefit for injuries and expenses incurred in Canada**

When, by reason of Injury, an Insured Person requires and receives medical treatment from a Physician or legally qualified dentist who does not ordinarily reside in the Insured Person's Residence and is not a Member of the Immediate Family, within thirty (30) days from the date of the accident and damage to or breakage of removable dentures, fixed bridgework

and/or capped (crowned) tooth or teeth occurs as the result of such Injury, the Insurer will pay the reasonable and necessary expenses actually incurred by the Insured Person within fifty-two (52) weeks after the date of the accident for the repair or replacement of such removable dentures, fixed bridgework and/or capped (crowned) tooth or teeth, not to exceed the amount of Dentures or Bridgework Benefit stated in the Schedule of Accident Benefits during any one (1) policy term for all such repairs or replacements.

**Overuse Reimbursable Expenses for expenses incurred in Canada**

1. the purchase of orthotic inserts for footwear ordered or prescribed by a Physician, provided such Physician does not ordinarily reside in the Insured Person’s residence, subject to a maximum reimbursement as stated in the Schedule of Overuse Reimbursement Expenses during any one 12 month enrolment.
2. expenses for the services of a licensed chiropractor, provided such chiropractor does not ordinarily reside in the Insured Person's Residence and is not a Member of the Immediate Family; \$50 per treatment, subject to a maximum reimbursement as stated in the Schedule of Overuse Reimbursement Expenses during any one 12 month enrolment;
3. expenses charged for the services of a registered physiotherapist or certified athletic therapist (Member of the Canadian Athletic Therapists Association – CATA) or a registered massage practitioner prescribed by a registered physiotherapist or a certified athletic therapist, provided such physiotherapist or athletic therapist or massage therapist does not ordinarily reside in the Insured Person's Residence and is not a Member of the Immediate Family; up to \$50 dollars per treatment, subject to a maximum reimbursement as stated in the Schedule of Overuse Reimbursement Expenses during any one 12 month enrolment;

The maximum payable per policy term for all expenses incurred under Items 1, 2 and 3 above shall not exceed the amount stated under the section of the

policy entitled “Schedule of Overuse Reimbursement Expenses”.

Notwithstanding the definition of “accident” stated under the “Definitions” section of the policy, for the purpose of this policy “overuse” means a chronic injury that happens over a period of time as a result of repetitive activity.

**Fracture, Dislocation, Tendon Severance And Miscellaneous Indemnity**

When Injury results in any of the following fractures, dislocations, severances or miscellaneous conditions within three hundred and sixty-five (365) days after the date of the accident, the Insurer will pay up to the Fracture Indemnity maximum stated in the Schedule of Accident Benefits in accordance with the percentages indicated below but not more than one (1) such indemnity, the largest, will be payable as the result of any one (1) accident.

For complete fracture (including Greenstick type fracture):

	Percentage of Fracture Indemnity
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.....	10%
Of one hand (one or more metacarpals).....	8%
Of one foot (one or more metatarsals).....	8%
Of the facial bones.....	8%
Of one rib.....	5%
Of any bone not specified above.....	3%

For complete dislocation:

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%
Of the bones of foot, other than toes .....	8%

Severance of tendon or tendons:

Heel (achilles).....	22%
Ankle.....	20%
Knee.....	18%
Foot (not toes) .....	17%
Elbow .....	17%
Wrist.....	12%
Hand (including fingers) .....	12%

Miscellaneous:

Ruptured kidney (operative) .....	27%
Ruptured liver (operative) .....	27%
Ruptured spleen (operative) .....	27%
Punctured lung-with open surgery.....	23%
Burns-requiring one or more skin grafts .....	22%
Knee-injured and requiring surgery (when there is no fracture or dislocation) .....	22%
Bone operation-injured portion removed (when there is no fracture or dislocation) .....	20%

### **Eyeglasses or Contact Lenses Benefit**

When, by reason of Injury, an Insured Person requires and receives medical treatment from a Physician or ophthalmologist within thirty (30) days from the date of the accident and, upon advice of the Physician or ophthalmologist, incurs expenses for the purchase of eyeglasses or contact lenses when neither of which were previously required or worn, the Insurer will pay the reasonable and customary expenses actually incurred by the Insured Person within fifty-two (52) weeks after the date of the accident, not to exceed the amount of Eyeglasses or Contact Lenses Benefit stated in the Schedule of Accident Benefits as the result of any one (1) accident. (including repair or replacement to existing eyeglasses or contact lenses)

Policy # 1PA25

### **Special Transportation Benefit**

When, by reason of Injury, an Insured Person, who requires medical treatment within thirty (30) days from the date of the accident, is referred by a Physician to a medical specialist located at least one hundred and fifty (150) kilometres from the Insured Person's normal place of Residence and within the Insured Person's province of Residence, the Insurer will pay, provided such specialist's services are not available in the vicinity of the Insured Person's Residence and subject to receipt of satisfactory proof other than for automobile transportation, the following reasonable expenses actually incurred by the Insured Person within fifty-two (52) weeks after the date of the accident:

- (1) Transportation by the most direct route, up to the maximum stated in the Schedule of Accident Benefits, per round trip and subject to a maximum of five (5) trips during any one (1) policy term. If transportation occurs in a vehicle or device other than one operated under a license for the conveyance of passengers for hire, then reimbursement of transportation expenses will be limited to the equivalent cost of bus fare.
- (2) Hotel accommodation in the vicinity of the specialist's office, up to the maximum stated in the Schedule of Accident Benefits per day and subject to a maximum of six (6) days during any one (1) policy term.

### **Emergency Taxi Benefit**

When, due to Injury, an Insured Person requires immediate medical attention, the Insurer will pay the reasonable expenses actually incurred for a licensed taxi to transport the Insured Person to either a Physician's office or the nearest Hospital, subject to the maximum amount of Emergency Taxi Benefit stated in the Schedule of Accident Benefits as the result of any one (1) accident.



### **Tutorial Fees**

When, within thirty (30) days from the date of the accident, Injury totally confines an Insured Person to Residence or Hospital for a period in excess of forty (40) consecutive school days, the Insurer will pay the expenses incurred, within twelve (12) months immediately following the date of the accident, for the tutorial services of a qualified teacher, who does not ordinarily reside in the Insured Person's Residence and is not a Member of the Immediate Family, holding a current Provincial Department of Education Teaching Certificate for the grade attained by the Insured Person, up to a maximum rate of \$20 per hour, but not to exceed the amount of Tutorial Fees stated in the Schedule of Accident Benefits as the result of any one (1) accident.

### **Home Alteration and/or Vehicle Modification Benefit**

In the event an Insured Person sustains the Loss of or Loss of Use of Both Feet or Legs or becomes Quadriplegic, Paraplegic or Hemiplegic, for which indemnity is payable in accordance with the terms of this policy, and he subsequently requires the use of a wheelchair to be ambulatory, the Insurer will pay the reasonable and necessary expenses actually incurred within three (3) years of the date of Loss for:

- (1) the cost of alterations to the Insured Person's principal residence for the purpose of making it accessible, and/or
- (2) the cost of modifications to one (1) motor vehicle utilized by the Insured Person, when such modifications are approved by licensing authorities where required for the purpose of adapting it to the needs of the Insured Person.

Payment by the Insurer for the total of all expenses incurred by or for any Insured Person will not exceed the maximum stated in the Schedule of Accident Benefits as the result of any one (1) accident. The amount payable under this section will be coordinated with any amount paid or payable under any other insurance plan providing the same or similar benefit.

### **Family Transportation and Accommodation Benefit**

If, as the result of Injury, an Insured Person sustains loss of life or is confined as an inpatient in a Hospital for at least four (4) consecutive days and under the Regular Care and Attendance of a Physician, the Insurer will pay the reasonable and necessary expenses actually incurred by:

1. any other Insured Persons or Travelling Companion who remained with such Insured Person during his hospitalization, thus preventing them from returning to their province of Residence on the original scheduled return date, provided the return Fare is non-changeable and non-refundable, for their board, Accommodation and transportation by the most direct route back to their normal place of Residence, subject to the cost of one (1) way Fare; or
2. a Member of the Immediate Family for board, Accommodation and one (1) return Fare for transportation by the most direct route to and from the normal place of residence of the Member of the Immediate Family to the confined Insured Person, if such Insured Person had been travelling unaccompanied by a family member at the time he became hospitalized.

Reimbursement of transportation expenses under this section is limited to seventy-five percent (75%) of the cost of the Fare. If transportation occurs in a Motorized Vehicle other than one operated under a license for the conveyance of passengers for hire, then reimbursement of transportation expenses will be limited to a maximum of \$ 0.20 per kilometre travelled.

Expenses for board and Accommodation will be paid at \$ 50 per day, subject to the following maximum duration:

1. if the Insured Person is confined in a Hospital and whether or not loss of life occurs, the total number of days of hospitalization, up to a maximum of twenty (20) consecutive days; or
2. if the Insured Person sustains loss of life, up to a maximum of five (5) consecutive days.

The total maximum amount payable under this section by the Insurer to or on behalf of any Insured Person will not exceed the maximum stated in the Schedule of Accident Benefits as the result of any one (1) accident.

### **Evacuation Benefit**

If, as a result of Injury, an Insured Person requires any of the following evacuations:

1. transportation by any conveyance (other than ground ambulance) licensed to carry passengers for hire, including air ambulance, from the place of accident to the nearest Hospital that is equipped to provide the required treatment (or medical facility or doctor's clinic, when warranted) provided the evacuation is recommended by the attending Physician and approved by the Insurer.
2. transportation to the Insured Person's province of Residence by any conveyance (other than ground ambulance) licensed to carry passengers for hire, including air ambulance provided the evacuation is recommended by the attending Physician and approved by the Insurer and the attending Physician certifies in writing that the Insured Person's medical condition after receiving treatment (including diagnostic testing) warrants the return to his province of Residence for further treatment or to recover.
3. transportation to the Insured Person's province of Residence in the event he is confined as inpatient in a Hospital and under the Regular Care and Attendance of a Physician, thus preventing him from returning to his province of Residence on the original scheduled return flight, provided the return ticket is non-changeable and non-refundable.

The Insurer will pay the reasonable and necessary transportation expenses actually incurred by the Insured Person including any related medical services and supplies.

The Insurer will also pay the reasonable and necessary expenses actually incurred by a medical attendant or

one (1) Member of the Immediate Family, who accompanied the Insured Person, for a round trip Airfare plus Accommodation and board. All covered expenses incurred by the medical attendant or Member of the Immediate Family are subject to a maximum amount of \$2,000.

The total maximum amount payable under this section will not exceed the amount of Evacuation Benefit stated in the Schedule of Accident Benefits as a result of any one (1) accident.

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

### **Repatriation Benefit**

If, as the result of Injury, loss of life is sustained by an Insured Person not less than fifty (50) kilometres from the Insured Person's normal place of Residence, the Insurer will pay the reasonable and necessary expenses actually incurred for the transportation of the body of the deceased Insured Person to the first (1st) resting place (including but not limited to a funeral home or the place of interment) in the vicinity of the normal place of Residence of the deceased, including charges for the preparation of the body for such transportation, the total maximum amount payable under this section will not exceed the amount of Repatriation Benefit stated in the Schedule of Accident Benefits.

The benefit payable under this section will be payable to the person who actually incurred the expenses.

### **X-rays and laboratory exams**

If as the result of injury, an Insured Person incurs expenses for x-rays and laboratory examinations which are required for diagnostic purposes, including Magnetic Resonance Imaging (MRI), Cat Scans and Ultrasounds, they are payable at a co-insurance of 70% and subject to an overall maximum as stated in the Schedule of Accident Benefits during any one policy term.

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

### **Identification Benefit**

In the event an Insured Person suffers a Loss of Life resulting from an Injury and indemnity for such loss becomes payable under the section entitled "Specific Loss Accident Indemnity" and the police or similar governmental authority requires identification of the Insured Person's body, the Insurer will pay the reasonable and necessary expenses actually incurred by one (1) Immediate Family Member or family representative for Transportation to the location of the Insured Person's body by the most direct route from the normal place of residence of the Immediate Family Member or family representative, Accommodation in the vicinity, and return to the normal place of residence of such Immediate Family Member or family representative by the most direct route, if, at the time of death, the Insured Person had been travelling unaccompanied by an Immediate Family Member. Payment will not be made for other ordinary living, travelling or clothing expenses.

The Insurer will not pay any indemnity under this section unless the Insured Person's body is located more than fifty (50) kilometres from the Insured Person's normal place of residence.

Reimbursement of Transportation expenses under this section is limited to the cost of a single return trip to identify the deceased Insured Person. More than one form of conveyance may be used for the Transportation if necessary, but the indemnity paid will be limited to the Fare or Fares reasonably required for a single return trip. If Transportation occurs in a Motorized Vehicle other than one operated under a license for the conveyance of passengers, then reimbursement of Transportation expenses will be limited to a maximum of thirty-five cents (\$0.35) per kilometre travelled for such return trip.

The total maximum amount payable under this section by the Insurer will not exceed fifteen thousand dollars (\$15,000) as a result of any one (1) Accident.

The indemnity payable under this section will be payable to the person who actually incurred the expenses.

The amount payable under this section will be coordinated with any amount which is paid or payable for a same or similar benefit provided under any other policies issued to the Policyholder by the Insurer.

### **Seat Belt Benefit**

In the event an Insured Person suffers a Specific Loss resulting from an Injury and indemnity for such loss becomes payable under the section entitled "Specific Loss Accident Indemnity", the Insurer will pay an additional indemnity equal to ten percent (10%) of the applicable indemnity payable under the section entitled "Specific Loss Accident Indemnity", subject to a maximum of one thousand five hundred dollars (\$1,500), if at the time of the Accident causing such Injury, the Insured Person was driving or riding in a Motorized Vehicle and wearing a properly fastened Seat Belt.

At the time of the Accident, the driver of the Motorized Vehicle must hold a current and valid driver's license of a rating authorizing him to operate such Motorized Vehicle and neither be Intoxicated nor Under the Influence of Drugs.

Proof of Seat Belt use to the satisfaction of the Insurer must be provided as part of the written proof of loss.

"Intoxicated" and "Under the Influence of Drugs" means that the driver has a blood alcohol content and/or is impaired due to the use of alcohol, narcotics or other drugs such that he could be subject to proceedings under provincial, state or federal law, even if he has not been subject to such proceedings.

"Seat Belt" means a belt that forms a restraint system in a Motorized Vehicle.

For the purposes of this definition, a Seat Belt includes infant and child restraint systems used in Motorized Vehicles and the restraining belts which are part of a stretcher used in the transportation of sick or injured persons by ambulance.

### **Funeral Expense Benefit**

In the event an Insured Person suffers a Loss of Life resulting from Injury and indemnity for such loss

becomes payable under the section entitled "Specific Loss Accident Indemnity", the Insurer will pay the reasonable and necessary expenses actually incurred at the time of the Insured Person's death for the services and/or materials provided by a mortician, undertaker, crematorium or funeral home that are related to the burial or cremation of a deceased Insured Person, as well as charges for the purchase of a burial plot, gravesite or mausoleum for the interment of the remains of the Insured Person, including any markers or monuments. The aggregate amount payable under this section shall not exceed the amount of five thousand dollars (\$5,000), and the Insurer shall deduct from the amount payable under this section any expenses incurred for preparation of the remains for travel paid or payable under the section entitled "Repatriation Benefit".

The indemnity payable under this section will be payable to the person who actually incurred the expenses.

The amount payable under this section will be coordinated with any amount which is paid or payable for a same or similar benefit provided under any other policies issued to the Policyholder by the Insurer.

### **Aircraft Coverage**

Insurance provided under this policy includes Injury sustained while and in consequence of:

- (a) riding as a passenger, and not as a pilot, operator or member of the crew in or on any aircraft operated on a regular, special or chartered flight by a domestic or international scheduled air carrier, licensed by the Department of Transport of Canada or the governmental authority having jurisdiction over such air carrier in the country of its registry.
- (b) riding as a passenger, and not as a pilot, operator or member of the crew in or on any aircraft operated by the Canadian Armed Forces or by a similar military service of any duly constituted governmental authority of any other recognized country.
- (c) boarding or alighting from or being struck by any aircraft.

Notwithstanding (a) and (b) above, this policy excludes Injury sustained while and in consequence of riding in or on any aircraft owned, operated, leased or chartered by or on behalf of the Policyholder.

### **Exposure and Disappearance**

If, by reason of an accident covered by this policy, an Insured Person is unavoidably exposed to the elements and, as the result of such exposure, suffers a loss for which indemnity is otherwise payable hereunder, such loss will be covered under the terms of this policy.

If the Insured Person is not found within one (1) year after the date of the disappearance, sinking or wrecking of the conveyance in which the Insured Person was riding at the time of the accident and under such circumstances as would otherwise be covered hereunder, it will be presumed the Insured Person suffered Loss of Life resulting from bodily Injury caused by an accident at the time of such disappearance, sinking or wrecking.

### **Indemnity Payments**

In the event the Insured Person is a minor, all indemnities payable hereunder will be payable to the custodial parent, or if there is none, to the Insured Person's guardian who has been legally appointed to manage the person of the child.

If the Insured Person is not a minor, indemnity payable in the event of the Loss of Life of the Insured Person will be payable to the surviving Spouse or, if there is no Spouse, to the estate of the Insured Person. All other indemnities payable will be payable to the Insured Person.

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

Insurance as to each person will take effect on the date the enrolment is received by the Policyholder and remains in force for 12 months thereafter.

### Individual Terminations

The insurance of an Insured Person will immediately terminate on the 12 month after the enrolment date.

### Exclusions

A) This policy does not cover loss, fatal or non-fatal, caused by or resulting from:

- (1) self-inflicted injuries, suicide or attempted suicide, whether the Insured Person was sane or insane;
- (2) war whether declared or undeclared, and whether or not the Insured Person was actually participating therein;
- (3) civil commotion, riot, insurrection, armed conflict if the Insured Person was participating therein;
- (4) the Insured Person's service, whether as a combatant or non-combatant, in the armed forces of any country;
- (5) riding as a passenger or otherwise in any vehicle or device for aerial navigation, other than as provided in the section entitled "Aircraft Coverage";
- (6) medical treatment or surgery on the Insured Person, except if the medical treatment or surgery was needed because of an Accident.

B) This policy does not cover any of the following supplies or services or costs thereof:

- (1) for the purchase, repair or replacement of eyeglasses or contact lenses, or prescriptions thereof except as indicated in the section entitled Eyeglasses or Contact Lenses Benefit;
- (2) for x-rays, repair or replacement of pre-existing dentures, fillings or crowns, except as provided in the section entitled "Accidental Dental Expense" and/or "Dentures or Bridgework Benefit";

- (3) for sickness or disease, either as a cause or effect;
- (4) charges for experimental drugs not approved by Drugs Directorate, Health Protection Branch of Health and Welfare Canada, oral contraceptives and patent medicines;
- (5) charges for any experimental medical treatments;
- (6) charges for medical services rendered by individuals employed or engaged by the respective Sport Governing Body of the enrolled athlete, coach, manager and/or official;
- (7) expenses incurred by an Insured Person who is not covered under any Federal or Provincial Hospital or Medical Plan;
- (8) services or supplies associated with treatment performed only for cosmetic purposes.

This policy is subject to and will not contravene any Federal or Provincial statutory requirement with respect to Hospital and/or Medical plans. Benefits will be reduced under the Accident Reimbursement Expense and Accidental Dental Expense sections of this policy by any amount paid or payable under any other policy providing similar reimbursement expenses.

### Claims Provisions

**Notice of Claim** Written notice of Injury on which claim may be based must be given to the Insurer within thirty (30) days after the date of the Accident resulting in such Injury. Such notice given by or on behalf of the Insured Person or beneficiary, as the case may be, to the Insurer at its Head Office, 1225 Saint-Charles Street West, Suite 200, Longueuil (Québec) J4K 0B9 or to any Regional Office of the Insurer or to any authorized agent of the Insurer, with particulars sufficient to identify the Insured Person, will be deemed notice to the Insurer. Failure to give such notice within the time provided in this policy will not invalidate any claim if it is shown not to have been reasonably possible to give such notice during such

time and that such notice was given as soon as reasonably possible, but in no event later than one (1) year after the date of the Accident.

**Claim Forms** The Insurer, upon receipt of such notice, will furnish to the claimant such forms as are usually furnished by it for filing proof of Loss. If such forms are not so furnished within fifteen (15) days after the Insurer's receipt of such notice, the claimant will be deemed to have complied with the requirements of this policy as to proof of such Loss upon submitting, within the time fixed in the policy for filing proofs of Loss, written proof covering the occurrence, character and extent of the Loss for which claim is made.

**Proof of Loss** Written proof of Loss must be given to the Insurer within ninety (90) days after the date of Accident resulting in such Loss. Failure to give such proof within such time will not invalidate any claim if it is shown not to have been reasonably possible to give such proof during such time and that such proof was given as soon as reasonably possible, but in no event later than one (1) year after the date of the Accident.

**Physical Examination and Autopsy** The Insurer will have the right and opportunity to examine, at its own expense, the person of the Insured Person whose Loss is the basis of claim under this policy, where and so often as it may reasonably require during the pendency of claim hereunder, and in the case of death, the right and opportunity to require an autopsy where it is not forbidden by law.

**Payment of Claims** All indemnities provided in this policy for Loss will be paid after due proof of Loss satisfactory to the Insurer has been given in accordance with the requirements of this policy.

All moneys payable under this policy is payable in the lawful money of Canada.

**Legal Actions** Legal action will not be taken to recover indemnities under this policy until sixty (60) days after proof of Loss has been given in accordance with the requirements of this policy to the Insurer. Thereafter, the claimant will be limited to a one (1) year period [ three (3) years in the province of Quebec ] during which legal action may be taken.

**Conformity with Provincial Law** If any time limitation specified in this policy for giving notice of claim, or giving proof of Loss, or undertaking legal action is less than that permitted by law of the province in which the Insured Person is residing at the time of the Accident resulting in Loss, then the time limitation will not be less than that provided for by provincial law.

### General Provisions

**The Contract** This policy includes the endorsements and attached papers, if any, and contains the entire contract of insurance. No statement made by the applicant for insurance will void the insurance or reduce benefits hereunder unless contained in a written application signed by the applicant. No agent has authority to change this policy or to waive any of its provisions. No change in this policy will be valid unless approved by an officer of the Insurer and such approval be endorsed hereon or attached hereto.

All statements contained in any such application for insurance will be deemed representations and not warranties.

**Certificate of Insurance** The Policyholder shall not deliver to any Insured Person any written description of the benefits available under this policy without first allowing the Insurer to review the description. The Insurer may at its discretion require the Policyholder to make changes to the description if the description contains a discrepancy with the wordings of the policy. Where the Insurer has not been allowed to review the description, or where the Policyholder does not make a change to the description as required by the Insurer, then the Policyholder will indemnify and hold harmless the Insurer against all claims that may be paid by or made against the Insurer and which arise out of a discrepancy between the description and the wording of the policy. In addition, the Policyholder will indemnify and hold harmless the Insurer from all losses, costs, charges and expenses, including but not limited to legal fees, that the Insurer may incur as a result of any such claims.

**Termination** The Policyholder may cancel this policy by mailing to the Insurer written notice stating when thereafter such cancellation will be effective.

The Insurer may cancel this policy by mailing to the Policyholder at the address shown in this policy written notice stating when, not less than thirty (30) days prior to the Anniversary Date of this policy, such cancellation will be effective. The mailing of such notice as aforesaid will be sufficient proof of notice and the effective date of cancellation stated in the notice will become the end of the policy period. Delivery of such written notice either by the Policyholder or by the Insurer will be equivalent to mailing.

**Inspection of Records** The Insurer will be permitted to examine the Policyholder's records relating to this policy at any reasonable time, and from time to time until two (2) years after expiration of this policy or until final adjustment and settlement of all claims hereunder, whichever is the later.

## ADDENDUM

### Schedule of Accident Benefits

Maximum payable	500 Plus	Bronze	Silver	Gold
Principal Sum	\$15,000	\$25,000	\$35,000	\$55,000
Permanent Total Disability	\$15,000	\$25,000	\$35,000	\$55,000
Rehabilitation (following a paid Loss under the Specific Loss Accident Indemnity)	\$15,000	\$15,000	\$15,000	\$15,000
Psychological Therapy (following a paid Loss under the Specific Loss Accident Indemnity)	\$5,000	\$5,000	\$5,000	\$5,000
Accident Reimbursement Expenses	\$15,000	\$25,000	\$35,000	\$55,000
Paramedical Services	\$250	\$500	\$750	\$1,000
Medical Equipment	\$500	\$1,000	\$2,000	\$3,000
Durable Equipment	\$2,500	\$5,000	\$7,500	\$10,000
Physiotherapy/Athletic Therapy/Massage Therapy	\$250	\$500	\$1,000	\$1,500
Accidental Dental	\$1,000	\$1,500	\$3,000	\$5,000
Fracture, etc.	\$1,000	\$2,000	\$2,500	\$3,000
Emergency Taxi	\$100	\$100	\$100	\$100
Tutorial Fees	\$3,000	\$3,000	\$3,000	\$3,000
Eyeglasses or Contact Lenses	\$200	\$200	\$200	\$200
Dentures or Bridgework	\$250	\$500	\$500	\$750
Special Transportation	\$250	\$250	\$250	\$250
Hotel	\$100	\$100	\$100	\$100
Home Alteration and/or Vehicle Modification	\$15,000	\$15,000	\$15,000	\$15,000
Family Transportation and Accommodation	\$15,000	\$15,000	\$15,000	\$15,000
Evacuation	\$1,500	\$2,500	\$5,000	\$7,500
Repatriation	\$15,000	\$25,000	\$25,000	\$25,000
X-rays and Laboratory Exams	\$250	\$500	\$700	\$1,000
Identification	\$15,000	\$15,000	\$15,000	\$15,000
Seat Belt	\$1,500	\$1,500	\$1,500	\$1,500
Funeral Expense	\$7,000	\$7,000	\$7,000	\$10,000

### Schedule of Overuse Reimbursement Expenses

Plan	500 Plus	Bronze	Silver	Gold
Orthotic Inserts	\$100	\$150	\$300	\$500
Chiropractor	\$250	\$500	\$750	\$1,000
Physiotherapy/Athletic Therapy/Massage Therapy	\$250	\$500	\$1,000	\$1,500