

AVIVA CARE ENDORSEMENT
PART A - QUALITY SERVICE GUARANTEE

DEFINITIONS

"You" and "your" mean the person(s) named as Insured on the Declaration Page.

"We" and "us" mean the company providing the insurance, as indicated on the Declaration Page.

GUARANTEE

If you are dissatisfied with the service we provide during the settlement of an insured loss, we will pay in addition to the settlement, an amount equal to the total policy premium.

PART B - PERSONAL ACCIDENT COVERAGE

AGREEMENT

We offer to pay the benefits for accidental loss of: life, use of limbs, sight, speech, or hearing and permanent total disability occurring within 52 weeks from the date of accident and resulting directly and independently of all other causes from accidental bodily injuries sustained by you, subject to the terms and conditions of this endorsement.

DEFINITIONS

"You" and "your" have the same meaning as in Part A.

"We" and "us" have the same meaning as in Part A.

"Injury" means bodily injury sustained by you as a result of an accident.

"Accident" means an unexpected event occurring while and in consequence of:

1. riding as a passenger or operator in or on, including boarding or alighting from, any land or water conveyance, provided:
 - a. the land conveyance is not transporting any dangerous goods; or
 - b. with respect to any water conveyance used for business purposes, you are not the operator or a crew member;
2. being struck by any land or water conveyance;
3. riding as a passenger in any civil aircraft or any transport type aircraft operated by the Transport Command of the Canadian Armed Forces or its foreign equivalent, provided:
 - a. in respect to civil aircraft, a certificate of airworthiness is in force at the time injuries are sustained; and
 - b. the aircraft is not being used for aviation training or practice purposes or for experimental or test purposes.
 - c. you are not the pilot, officer or other member of the crew or having any duties related to the flight.

SCHEDULE OF BENEFITS

The Principal Sum of \$5,000 will be divided equally among all of the persons named as Insured, provided such persons sustain injury.

The Principal Sum will be reduced by 50% when you reach the age of 75 and will be reduced by 75% when you reach the age of 80.

The Principal Sum is the maximum amount we will pay for each person in respect of one or more of the following Benefits as a result of one accident.

All benefit amounts and premiums expressed in this endorsement are in Canadian currency.

1. Loss of Life

If you die from an injury, as defined, we will pay the Principal Sum to your Estate.

2. Injury Benefits

If, as a result of an injury, as defined, you suffer the loss of, or permanent loss of use of any of the following, we will pay an amount shown below up to the Principal Sum.

Loss of Both Hands.....	The Principal Sum
Loss of Both Feet.....	The Principal Sum
Loss of Sight of Both Eyes.....	The Principal Sum
Loss of One Hand and One Foot.....	The Principal Sum
Loss of One Hand and Sight of One Eye.....	The Principal Sum
Loss of One Foot and Sight of One Eye.....	The Principal Sum
Loss of One Arm.....	Three-Fourths of the Principal Sum
Loss of One Leg.....	Three-Fourths of the Principal Sum

Loss of One Hand.....	Two-Thirds of the Principal Sum
Loss of One Foot.....	Two-Thirds of the Principal Sum
Loss of the Entire Sight of One Eye.....	Two-Thirds of the Principal Sum
Loss of Thumb and Index Finger.....	One-Third of the Principal Sum
Loss of One Thumb and/or One Finger.....	One-Thirtieth of the Principal Sum
Loss of Speech and Hearing in Both Ears.....	The Principal Sum
Loss of Hearing in Both Ears.....	One-Half of the Principal Sum
Loss of Hearing in One Ear.....	One-Sixth of the Principal Sum
Quadriplegia (total paralysis of both upper and lower limbs).....	The Principal Sum
Paraplegia (total paralysis of both lower limbs).....	Three-fourths of the Principal Sum
Hemiplegia (total paralysis of upper and lower limbs of one side of the body).....	One-Half of the Principal Sum

"Loss" is used with reference to:

- a. quadriplegia, paraplegia and hemiplegia and means the complete and irreversible paralysis of described limbs;
- b. hand or foot, means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint;
- c. arm or leg and means complete severance through or above the elbow or knee joints;
- d. sight of the eye and means the irrecoverable loss of the entire sight thereof;
- e. thumb and index finger and means complete severance through or above the first phalange;
- f. thumb or finger and means complete severance through or above the first phalange;
- g. hearing or speech and means total and permanent loss thereof.

"Loss" shall also mean complete and irreversible paralysis.

3. Rehabilitation

If the injury shall result in a payment being made by us under Injury Benefits we will also pay:

- a. The reasonable and necessary expenses actually incurred up to a limit of \$5,000 for special training:
 - i. in order for you to be qualified to engage in an occupation in which you would not have been engaged except for the injury;
 - ii. provided expenses are incurred within two years from the date of the accident;
 - iii. provided no payment will be made for room or board or other ordinary living, travelling or clothing expenses.
- b. The reasonable expense actually incurred up to a limit of \$500 for a hearing aid, artificial limb or eye or any other prosthetic appliance prescribed by a legally qualified physician or surgeon and required as a result of the injury within one year of the date of the accident.

4. Permanent Total Disability

If, as a result of an accident, you suffer an injury that prevents you from engaging in any occupation or employment for which you are reasonably qualified by reason of your education, training or experience, we will pay the Principal Sum, less any benefit already received under the Injury Benefit.

you were riding at the time of the accident, we will presume you suffered Loss of Life, and we will pay the Principal Sum.

To qualify for this coverage:

- a. you must be employed on a full time basis; and
- b. you must sustain such injury within 52 weeks after the date of the accident; and
- c. at the expiration of 52 weeks, in the opinion of an independent qualified medical practitioner, such injury is permanent and total and prevents you from engaging in any occupation or employment for which you are reasonably qualified by reason of your education, training or experience.

Employed on a full-time basis means working at least 30 hours per week for compensation.

5. **Exposure and Disappearance**

If, as a result of an accident you are unavoidably exposed to the elements and as a result suffer injury as described under Injury Benefits, we will pay the amount shown for that injury.

If you are not found within 52 weeks after the date of the disappearance, forced landing, stranding, sinking or wrecking of the conveyance in which

EXCLUSIONS

We will not pay benefits under this endorsement for injury or death caused directly or indirectly:

- a. by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- b. while you are serving in the armed forces in time of war;
- c. by your bodily or mental infirmity, or by hernia either as a cause or effect, ptomaines, bacterial infections (except pyogenic infections which shall occur with and through an accidental cut or wound) or by any kind of disease;
- d. by suicide, or attempt thereof, sane or insane;
- e. by air travel, except as defined under the definition of Injury;
- f. while you are under the influence of narcotics or intoxicants;
- g. while you are participating in any race, speed test, or speed contest.

STATUTORY CONDITIONS – PERSONAL ACCIDENT COVERAGE

1. **THE CONTRACT**

The application, the accident and sickness wording, any document attached to the accident and sickness wording when issued, and any amendment to the contract agreed upon in writing after the accident and sickness wording is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

2. **WAIVER**

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

3. **COPY OF APPLICATION**

The Insurer shall, upon request, furnish to the Insured or to a claimant under the contract a copy of the application.

4. **MATERIAL FACTS**

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

5. **CHANGES IN OCCUPATION**

- a. If after the contract is issued the person insured engages for compensation in an occupation that is classified by the Insurer as more hazardous than that stated in this contract, the liability under this contract is limited to the amount that the premium paid would have purchased for the more hazardous occupation according to the limits, classification of risks and premium rates in use by the Insurer at the time the person insured engaged in the more hazardous occupation.
- b. If the person insured changes his occupation from that stated in this contract to an occupation classified by the Insurer as less hazardous and the Insurer is so advised in writing, the Insurer shall either,
 - i. reduce the premium rate, or
 - ii. issue a policy for the unexpired term of this contract at the lower rate of premium applicable to the less hazardous occupation,according to the limits, classification of risks and premium rates used by the Insurer at the date of receipt of advice of the change in occupation, and shall refund to the Insured the amount by which the unearned premium on this contract exceeds the premium at the lower rate for the unexpired term.

6. **RELATION OF EARNINGS TO INSURANCE**

Where the benefits for loss of time payable hereunder, either alone or together with benefits for loss of time under another contract, including a contract of group accident insurance or group sickness insurance or of both and a life insurance contract providing disability insurance, exceed the money value of the time of the person insured, the Insurer is liable only for that proportion of the benefits for loss of time stated in this policy that the money value of the time of the person insured bears to the

aggregate of the benefits for loss of time payable under all such contracts and the excess premium, if any, paid by the Insurer shall be returned to him by the Insurer.

7. **TERMINATION BY INSURED**

The Insured may terminate this contract at any time by giving written notice of termination to the Insurer by registered mail to its head office or chief agency in the Province, or by delivery thereof to an authorized agent of the Insurer in the Province, and the Insurer shall upon surrender of this policy refund the amount of premium paid in excess of the short rate premium calculated to the date of receipt of such notice according to the table in use by the Insurer at the of termination.

8. **TERMINATION BY INSURER**

- a. The Insurer may terminate this contract at any time by giving a fifteen day written notice of termination to the Insured and by refunding concurrently with the giving of notice the amount of premium paid in excess of the pro rata premium for the expired time.
- b. The notice of termination may be delivered to the Insured, or it may be sent by registered mail to the latest address of the Insured on the records of the Insurer.
- c. The notice period begins on receipt of such notice by the Insured at his last known address.

9. **NOTICE AND PROOF OF CLAIM**

- a. The Insured or a person insured, or a beneficiary entitled to make a claim, or agent of any of them, shall:
 - i. give written notice of claim to the Insurer,
 - by delivery thereof, or by sending it by registered mail to the head office or chief agency of the Insurer in the Province,
 - or
 - by delivery thereof to an authorized agent of the Insurer in the Province,not later than thirty days from the date a claim arises under the contract on account of an accident, sickness or disability;
 - ii. within ninety days from the date a claim arises under the contract on account of an accident, sickness or disability, furnish to the Insurer such proof as is reasonably possible in the circumstances of the happening of the accident or the commencement of the sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, his age, and the age of the beneficiary if relevant; and
 - iii. if so required by the Insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim may be made under the contract and as to the duration of such disability.

- b. Failure to give notice or proof:

Failure to give notice of claim or furnish proof of claim within the time prescribed by the this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the accident or date a claim arises under the contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

- b. in case of death of the person insured, the Insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

10. INSURER TO FURNISH FORMS FOR PROOF OF CLAIM

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 cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

12. WHEN MONEYS PAYABLE OTHER THAN FOR LOSS OF TIME

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

11. RIGHTS OF EXAMINATION

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

- a. the claimant shall afford to the Insurer an opportunity to examine the person of the person insured when and so often as it reasonably requires while the claim hereunder is pending; and

13. WHEN LOSS OF TIME BENEFITS PAYABLE

The initial benefits for loss of time shall be paid by the Insurer within thirty days after it has received proof of claim, and payment shall be made thereafter in accordance with the terms of the contract but not less frequently than once in each succeeding sixty days while the Insurer remains liable for the payments if the person insured when required to do so furnishes before payment proof of continuing disability.

14. LIMITATIONS OF ACTIONS

An action or proceeding against the Insurer for the recovery of a claim under this contract shall not be commenced more than one year after the date the insurance money became payable or would have become payable if it had been a valid claim.

SPECIAL CONDITIONS

- 1. In the absence of any legislation in the Province or Territory in which the Insured resides, the Statutory Conditions herein before contained shall nevertheless be deemed conditions applicable to this policy.
- 2. No indemnity or benefit (other than for loss of life in circumstances rendering compliance with the terms of this condition impossible) shall be payable under this policy for any loss unless the Insured shall be attended by a legally qualified medical practitioner, nor for any loss which does not occur or commence while this policy is in force.

- 3. This policy shall be incontestable as to the statements contained in the application after it has been in force during the lifetime of the Insured for two years from the policy date except for "injuries" or "sickness" sustained before the expiration of the two-year period.
- 4. No claim for "injuries" or "sickness" sustained after two years from the inception date of the policy shall be reduced or denied on the ground that a disease or physical condition had existed before the policy date unless, on the date of sustaining "injuries" or "sickness", such disease or physical condition was specifically excluded from coverage by a waiver clause endorsed hereon.