



SPORT & LEISURE BUSINESS POLICY

EVEREST

EVEREST INSURANCE COMPANY OF CANADA
LA COMPAGNIE D'ASSURANCE EVEREST DU CANADA

130 KING ST. WEST, SUITE 2620, TORONTO, ONTARIO M5X 1C7

Name and Address of Insured:

Canadian Football Officials Association
648 Richmond Street
Montréal, Quebec
H3J 2R9

Producer:

BFL CANADA Risk And Insurance Inc.
2001 McGill College, Suite 2200
Montreal, Quebec
H3A 1G1

Description of Operations: Professional Football Officials Association

Policy Period: From August 1, 2018 To August 1, 2019

Policy Number: E2PA000032

12:01 A.M. Local Time at the Address of the Named Insured

New/Renewal/Replacing: RENEWAL

DECLARATIONS

Insurance is afforded only with respect to those coverages specified or in schedules incorporated herein:

| | | |
|---------------|----------------------------------|-------------|
| Division I | Property and Equipment Breakdown | NOT COVERED |
| Division II | Business Income | NOT COVERED |
| Division III | Inland Marine | NOT COVERED |
| Division IV | Participant Accident | \$850. |
| Division V | Non-owned Automobile | NOT COVERED |
| Division VI | Commercial General Liability | NOT COVERED |
| Division VII | Crime | NOT COVERED |
| Division VIII | Umbrella | NOT COVERED |
| Division IX | Cyber One and Data Compromise | NOT COVERED |

Premium: \$850.

In return for the payment of the premium, Everest Insurance Company of Canada agrees with the Named Insured to provide the insurance afforded by this policy. Everest Insurance Company of Canada has executed this policy, but it is valid only if countersigned by our authorized representative.

In witness whereof, this company has executed and attested those present; but this policy shall not be valid unless countersigned by a duly authorized representative of the Company, Everest Insurance Company of Canada.

For the purposes of the Insurance Companies Act (Canada), this document was issued in the course of Everest's insurance business in Canada.

Jonathan Zaffino
Chief Executive Officer
Everest Insurance Company

Lynn Der
Secretary
Everest Insurance Company
of Canada

August 27, 2018
Countersigned Date

DIVISION IV

SCHEDULE OF COVERAGES – PARTICIPANT ACCIDENT

| | |
|-------------------------------------|--|
| 1. Limits of Liability: | As Per Sports Participant Accident Schedule of Benefits |
| 2. Schedule of Deductibles: | As Per Sports Participant Accident Schedule of Benefits |
| 3. Schedule of Riders: | EC PA2008 - Participant Accident - Gold and Silver - (Ed02/11) |
| 4. Schedule of Endorsements: | Freeform - Blank Age Restriction Amendment Sports Accident Schedule of Benefits |

SPORTS ACCIDENT SCHEDULE OF BENEFITS

1. Principal Sum: \$15,000.
(Accidental Death & Dismemberment)

2. Accident Medical and Hospital Reimbursement Expenses: \$ 30,000.

| Coverage | Maximum Amount Payable |
|---|---|
| Services of a Nurse | \$ 15,000. |
| Hospital Services & Prescriptions | \$ 15,000. |
| Licensed Physiotherapist : | |
| Class I | \$ 150. per Accident to a maximum of \$ 350. per Policy Year |
| Class II & Class III | \$ 250. per Accident to a maximum of \$ 600. per Policy Year |
| Class IV | Not applicable |
| Licensed Chiropractor : | |
| Class I | \$ 150. per Accident to a maximum of \$ 200. per Policy Year |
| Class II & Class III | \$ 250. per Accident to a maximum of \$ 350. per Policy Year |
| Class IV | Not applicable |
| Overuse Benefit: Licensed practitioner per specialty, for any of the following: Osteopath, Chiropractor, Podiatrist, Massage Therapist, Athletic Therapist, Physiotherapist, Chiropractor : | |
| Class II | \$ 600. per Accident |
| Class I, Class III & Class IV | Not applicable |
| Orthotic Inserts for Footwear | |
| Class II | \$ 600. per accident |
| Class I, Class III & Class IV | Not applicable |
| Licensed Ambulance Service | \$ 5,000. for air ambulance \$ 300. for ground |
| Rental of Wheelchair, Iron Lung | \$ 15,000. |
| Costs of Splints, Trusses, Braces, Hearing Aids, Crutches, & Miscellaneous Expenses | \$ 15,000. |
| Claim Validation | \$ 40. per Accident |
| Accident Dental Reimbursement Expenses | \$ 5,000. per Accident |
| Dentures | \$ 250. |
| Weekly Accident Indemnity : | |
| Class I & Class IV | Not applicable |
| Class II & Class III | 2/3 of gross weekly income to a maximum of \$ 350. per week for 26 weeks, subject to 7 day waiting period |
| Fracture, Dislocation and Surgery Indemnity | \$ 400. |
| Eyeglasses or Contact Lenses Benefit | \$ 100. per Accident |
| Home Alteration and Vehicle Modification Benefit | \$ 10,000. |
| Rehabilitation Expenses Benefit | \$ 10,000. |
| Repatriation Benefit | \$ 10,000. |
| Special Transportation Benefit | \$ 10,000. |
| Emergency Transportation Benefit | \$ 75. |
| Occupational Training Benefit | \$ 3,000. |
| Tutorial Benefit | \$ 20. per hour to a maximum of \$ 2,000. per Accident |

Nothing herein shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or declarations of the undermentioned Policy other than as above stated.



ENDORSEMENT NO. 1

THIS ENDORSEMENT, EFFECTIVE: August 1, 2018

(12:01 A.M. local time), forms a part of

POLICY: E2PA000032

ISSUED TO: Canadian Football Officials Association

It is hereby understood and agreed that with respect to the present policy EC PA2008 (Ed02/11) Section 1, Definitions, “**Certificate Holder**” is deleted in its entirety and replaced by the following:

“**Certificate Holder**” means an Insured member of the organization of the Named Insured, whose name is on record with the Insurer, is eligible for this insurance, and is acting as a participant in an “Organized Activity”.

Certificate Holders are designated to only one of the four Classes described below, according to their role as a member of the organization of the Named Insured:

| <u>Class</u> | <u>Description of Class</u> |
|--------------|---|
| I | All active registered members of the Named Insured, under age 80, other than members of the National Team, while participating in an Organized Activity. |
| II | All active registered members of the National Team of the Named Insured, under the age of 80. |
| III | All Officials and Referees under the age of 70. All Officials and Referees aged 70 and older are subject to the below schedule: Reduction Schedule: The Maximum amount used to determine the amount payable for a loss will be reduced if an Insured is aged 70 or older on the date of the accident causing the loss with respect to any of the following benefits provided by this policy: Accidental Death Benefit, Accidental Dismemberment Benefit, Paralysis Benefit, Permanent Total Disability Benefit. The Maximum Amount is reduced to a percentage of the Maximum amount that would be used if the insured were under the age of 70 on the date of the accident, according to the following schedule: |

AGE ON DATE OF ACCIDENT PERCENTAGE OF UNDER-AGE-70 MAXIMUM AMOUNT

| | |
|-----------------|-----|
| AGE 70-74 | 65% |
| AGE 75-79 | 45% |
| AGE 80-84 | 30% |
| AGE 85 AND OVER | 15% |

Premium for an Insured aged 70 or older is based on 100% of the coverage that would be in effect if the Insured were under the age of 70.

“Age” as used above refers to the age of the Insured on the Insured’s most recent birthday, regardless of the actual time of birth.

IV All Volunteers under the age of 80.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATE OF ISSUE: August 27, 2018

Code of Consumer Rights and Responsibilities

Everest Insurance Company of Canada (herein after referred to as EICC) is committed to safeguarding your rights when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and EICC and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer. Your policy outlines other important responsibilities. EICC and our distribution networks, and governments also have important roles to play in ensuring that your rights are protected

Right to Be Informed

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how EICC calculates price based on relevant facts.

You have the right to ask who is providing compensation to your broker or agent for the sale of your insurance. Your broker or agent will provide information detailing for you how he or she is paid, by whom, and in what ways.

EICC will disclose its compensation arrangements with its distribution networks. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

Responsibility to Ask Questions and Share Information

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through brochures and websites, as well as through one-on-one meetings with your broker, agent, or company representative. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform EICC or broker or agent of any change in your circumstances.

Right to Complaint Resolution

EICC, its brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access EICC's complaint resolution process. EICC, your agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Consumers may also contact the independent General Insurance OmbudService (www.giocanada.org).

Responsibility to Resolve Disputes

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

Right to Professional Service

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

Right to Privacy

Because it is important for you to disclose any and all information required by EICC to provide the insurance coverage that best suits you, you have the right to know that your information will be used for the purpose set out in the privacy statement made available to you by your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that insurers are subject to Canada's privacy laws.



PRIVACY NOTICE

Our Privacy Policy and Commitment to Protecting Your Privacy

Everest Insurance Company of Canada respects your right to privacy and understands the importance of keeping the nonpublic personal information about you secure. We maintain certain policies to protect the confidentiality and security of your nonpublic personal information and have appropriate physical, electronic and procedural safeguards and security standards at our facilities to prevent access to your information by unauthorized third parties. Our privacy policy and procedures incorporate the provisions of the federal Personal Information Protection and Electronic Documents Act ('PIPEDA') for collection, use and disclosure of personal information.

How We Gather, Use and Disclose Your Information

Everest, through its agents and providers, collects information about you in order to provide you with the insurance products and services requested from us. We collect information that is necessary or relevant to our business. Much of this information is obtained directly from your broker or agent. The types of personal information that may be collected by Everest include, but is not limited to, the following:

- All information required for underwriting purposes including information contained in your completed application for coverage;
- Information required for claims handling and loss review purposes including medical and financial information.
- Information that may be obtained from third parties such as other insurance companies, independent claims adjuster, governmental agencies, and courts.

We may use your personal information to:

- Communicate with you;
- Assess your application for insurance including underwriting and pricing your policies;
- Verify your personal information with appropriate persons including government agencies, brokers, agents and other insurance companies;
- Conduct appraisals, evaluate and adjust claims;
- Detect and prevent fraud;
- Analyze business results and compile statistics for the industry;
- Act as required or authorized by law.

We do not disclose your nonpublic personal information except as otherwise permitted by law. By law, we are permitted to share personal information about you without your prior permission under certain circumstances and to certain persons, companies, organization and entities such as:

- Your agent or broker.
- Parties who perform a business, professional or insurance function for our company, including affiliated companies, agents, service providers and reinsurers.
- Independent claims adjusters, appraisers, solicitors, medical practitioners, investigators, auditors, accountants and lawyers who need the information to investigate, defend or settle a claim involving your insurance.
- Businesses that help us with data processing.
- Other insurance companies or agents as reasonably necessary in connection with any application, insurance policy or claim involving you.
- Law enforcement or other governmental authorities to protect our legal interests, and to authorized persons as ordered by subpoena, warrant or other court order, or as required by law.
- Insurance regulatory agencies in connection with regulation of our business.

Your Consent

We assume your consent for our company to use and disclose your nonpublic personal information, including such information in our possession prior to your application and prior to the January 01, 2004 effective date of 'PIPEDA', in an appropriate manner. You provide your consent in various ways, orally or in writing, directly or through intermediaries, including but not limited to, an agent or broker through the application process, through an adjuster or other representative. You may withdraw your implied consent at any time (subject to legal or contractual obligation and on providing us reasonable notice) by contacting our Privacy Officer. Please be aware that withdrawing your consent may prevent us from providing you with the requested product or service.

Retention

All personal information will be retained for as long as it is relevant or necessary and in accordance with our Records Retention policy or as required by the applicable laws. We will safeguard your nonpublic personal information with appropriate security measures against unauthorized access, loss, theft, modification, or improper use.

What We Will NOT do with Your Information

We do not sell customer information to anyone. We do not share customer information with organizations outside of our associated companies other than the aforementioned entities.

We Strive to Protect Your Personal Information

All employees, agents, independent brokers and suppliers who are granted access to customer records understand the need to keep this information protected and confidential. They know they are to use the information only for the purposes intended. This expectation is clearly communicated and reinforced.

We have also established physical and systems safeguards, along with the proper processes, to protect customer information from unauthorized access or use.

Everest will inform an individual of the existence, use and disclosure of his or her nonpublic personal information upon request and give the individual access to that information as required under the Personal Information Protection and Electronic Documents Act ("PIPEDA"). You may be able to challenge the accuracy and completeness of your information and have it amended as appropriate by confirming your identity and sending a written signed request to the address shown below.

If You Need More Information

For more information about our privacy policies and procedures, please contact our Privacy Officer, Lynn Der at:

Everest Insurance Company of Canada
The Exchange Tower
130 King Street West, Suite 2620
Toronto, Ontario
M5X 1C7

Telephone: 416.487.3900

Fax: 416.487.0311

[E-mail: lynn.der@everestcanada.com](mailto:lynn.der@everestcanada.com)



EVEREST

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EVEREST COMPLAINT HANDLING PROTOCOL

Everest Insurance Company of Canada is committed to providing all of our customers with excellent customer service. On occasion a customer may feel they have not been treated fairly, or there may simply be a misunderstanding that needs to be resolved. Everest Insurance Company of Canada has implemented this Complaint Handling Protocol to ensure that customer complaints are dealt with in a fair and timely manner.

The first step is to discuss your complaint directly with the broker who arranged your policy. Explain your situation, outlining the concerns you may have and how you would like the matter resolved. Be as detailed as possible by providing information pertinent to the issue, including your policy or claim number.

If you are still dissatisfied with the response after speaking with your broker, you may submit your complaint to the Complaints Liaison Officer (“CLO”) for Everest Insurance Company of Canada in writing:

Complaints Liaison Officer
Everest Insurance Company of Canada
The Exchange Tower
130 King Street West, Suite 2620
Toronto, Ontario, M5X 1E3

Or, via electronic mail to consumercomplaints@everestcanada.com

Or, by phone at 416-487-3900

The CLO will review your concerns to ensure they have a full and proper understanding of your position. They will then investigate the situation, keeping you informed along the way and respond within 30 days from receipt of the written complaint. Once the investigation is complete, the CLO will notify you promptly of the proposed resolution.

If you feel we have not resolved your complaint satisfactorily you may contact the General Insurance OmbudService (“GIO”), which assists in the resolution of conflicts between insurance customers and their insurance companies. The contact information for the GIO is:

General Insurance OmbudService
10 Milner Business Court Suite
701 Toronto, Ontario
M1B 3C6
1-877-225-0446

For further information about the GIO, please visit their web site at <http://www.giocanada.org>

In Québec you may also utilize the services of Autorité des marchés financiers (“AMF”). If you feel Everest Insurance Company of Canada has not resolved your complaint satisfactorily, you may request to have a copy of the file sent to the AMF. The AMF will study your file and may recommend mediation, if appropriate and agreed to by both parties. The AMF can be reached at the following numbers:

Autorité des marchés financiers (AMF)
Montréal 514 395-0337
Québec City 418 525-0337
Toll-free 1 877 525-0337
FAX: 1 877 285-4378 (Toll Free)
<http://www.lautorite.qc.ca/en/index.html>



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CLAIMS NOTIFICATION

In the event of a claim, or as soon as any circumstances become known to the Named Insured which could give rise to a claim under this insurance, you should immediately report this to the Appointed Claims Representative named below. Subsequently you must confirm this in writing. Please refer to **Section 4. GENERAL CONDITIONS** which outlines more fully your duties in the event of a claim.

Appointed Claims Representative

Crawford Canada

200-123 Front Street West
Toronto, Ontario
M5J 2M2

Tel: 416-867-1188

After Hours Tel: 1-800-522-1380

[E-Mail: claims@everestcanada.com](mailto:claims@everestcanada.com)

SPORTS 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 this 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 eligible persons of the Named Insured (herein individually called Certificate Holders) for loss resulting from injury to the extent herein provided occurring while participating in an Organized Activity of the Named Insured 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, 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 sanctioned activity or event which:

- a) Is usual and customary to a member of the organization of the Named Insured, on file with the Insurer; or

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b) Has been specifically endorsed to this policy.

With respect to Class III only, the definition of “Organized Activity” is extended to include any sanctioned activity or event which:

c) Requires overnight travel away from the “Certificate Holder’s” place of residence, while on assignment by or at the direction of the Named Insured, for the purpose of furthering the business of the Named Insured, including incidental personal travel connected therewith, but excluding leaves of absence or vacations.

“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 participating in an “Organized Activity” of the Named Insured, or while and in consequence of traveling to or from an “Organized Activity”.

“Certificate Holder” means an Insured member of the organization of the Named Insured, whose name is on record with the Insurer, is eligible for this insurance, and is acting as a participant in an “Organized Activity”.

Certificate Holders are designated to only one of the four Classes described below, according to their role as a member of the organization of the Named Insured:

| <u>Class</u> | <u>Description of Class</u> |
|--------------|--|
| I | All active registered members of the Named Insured, under age 80, other than members of the National Team, while participating in an Organized Activity. |
| II | All active registered members of the National Team of the Named Insured, under the age of 80. |
| III | All Officials and Referees under the age of 80. |
| IV | All Volunteers under the age of 80. |

“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

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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 | 200% |
| One hand & entire sight of one eye..... | 100% |
| One foot & entire sight of one eye..... | 100% |
| One hand and one foot..... | 100% |
| Entire sight of one eye | 66.67% |
| Speech..... | 200% |
| Hearing in both ears..... | 200% |
| Hearing in one ear | 16.67% |
| All toes of one foot | 12.5% |
| Both hands, both arms, or both feet..... | 200% |
| One arm or one leg..... | 75% |
| One hand or one foot | 66.67% |
| Thumb & index finger or at least four Fingers of one hand | 33.33% |

| <u>For Total Paralysis of:</u> | <u>Percentage of Principal Sum</u> |
|--|------------------------------------|
| Both upper & lower limbs (quadriplegia) | 200% |
| Both lower limbs (paraplegia) | 200% |
| Upper & lower limbs of one side (hemiplegia) | 200% |

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: Speech and hearing in both ears, Speech, Hearing in Both Ears, Both hands, both arms or both feet, 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 – Applicable to Class II and Class III Only

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 80.
- 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.
- e) The “Certificate Holder” belongs to either Class II or Class III of the Class Description under Section I. Definitions, “Certificate Holder” of this policy.

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 recommended by a legally qualified “Physician”, 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, subject to a maximum payment as shown in the Schedule attached to this policy;
 - f) Expenses for the services of a Chiropractor, when recommended by a “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;
 - g) Overuse Benefit - Expenses incurred for services from a certified Athletic Therapist, Registered Massage Therapist, Osteopath, Chiropodist, Podiatrist, Physiotherapist or Chiropractor, as a result of tendonitis and/or overuse injury, subject to a maximum payment as shown in the Schedule attached to this policy.

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.

- h) Expenses for the purchase of orthotic inserts for footwear, when recommended by a “Physician”, subject to a maximum payment as shown in the Schedule attached to this policy;
- i) 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;
- j) Rental of a wheelchair, iron lung and other durable equipment for therapeutic treatment, not to exceed the purchase price prevailing at the time rental became

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necessary, subject to a maximum payment as shown in the Schedule attached to this policy;

- k) Miscellaneous expenses for items such as hearing aids, crutches, splints, casts, trusses and braces, but excluding replacement thereof, subject to a maximum payment as shown in the Schedule attached to this policy;
- l) Expenses charged by a “Physician” for the purpose of validating or completing a claim form hereunder, 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.

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.

4) WEEKLY ACCIDENT INDEMNITY – Applicable to Class II and Class III Only

When “Injury” to a “Certificate Holder” who belongs to either Class II or Class III of the Class Description under Section I. Definitions, “Certificate Holder”, shall commence

within 365 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 Accident Indemnity as stated in the Schedule of attached to this Policy for the period the "Certificate Holder" shall be so disabled, commencing with the eighth day of such disability but not to exceed the number of consecutive weeks indicated in the Schedule as a result of any one "Accident" to any one "Certificate Holder".

The "Certificate Holder" will not be eligible for indemnity under this benefit provision unless gainfully employed on a full-time basis for at least 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 Accident Indemnity payable hereunder.

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> | <u>Percentage of Limit Shown on the Schedule</u> |
|---|--|
| (including Greenstick type fracture) | |
| 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% |

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| | |
|--|-----|
| 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 metatarsals) | 8% |
| Of the facial bones | 8% |
| Of one rib | 5% |
| Of any bone not specified above..... | 3% |

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% |

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)..... | 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) 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 Insurer 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.

7) HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

In the event the “Certificate Holder” sustains an “Injury” for which indemnity is payable in accordance with the terms of this policy, and subsequently requires the use of a wheelchair to be ambulatory as a result of such “Injury”, 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 maximum that can be paid out under a) and b) combined is shown in the Schedule attached to this policy.

8) 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 three (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.

9) REPATRIATION BENEFIT

If the “Certificate Holder” dies as the direct result of injuries sustained in an “Accident” covered by this policy, 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 prepare the deceased for burial and to return the body to the city of residence, up to the

maximum payment as shown in the Schedule of Benefits. This repatriation must occur within 365 days of the accident.

10) SPECIAL TRANSPORTATION BENEFIT

If the “Certificate Holder” sustains a specific loss for which an amount of Principal Sum becomes payable under this policy, within 365 days of the “Accident”, 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 100 kilometres of a “Certificate Holder’s” permanent city of residence. If the “Certificate Holder’s” age necessitates an escort, or if the attending “Physician” recommends the personal attendance of an escort, the escort will be paid for reasonable travel expenses, commercial accommodation and meals, provided all receipts are submitted to the Insurer, subject to a maximum payment as shown in the Schedule attached to this policy. All benefits under Special Transportation coverage are payable for one (1) year from the date of the accident and subject to a maximum as shown in the Schedule of Benefits.

11) 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.

12) OCCUPATIONAL TRAINING BENEFIT

If the “Certificate Holder” dies as the direct result of injuries sustained in an “Accident” covered by this policy, the Insurer will pay for expenses incurred by the “Certificate Holder’s” spouse within thirty (30) months of the date of death of the “Certificate Holder”, for a formal occupational training program for the purpose of specifically qualifying such spouse to gain active employment in an occupation for which the spouse would otherwise not have sufficient qualifications, subject to a maximum amount shown in the Schedule of Benefits.

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, 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 \$ 2,000,000. 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 \$ 2,000,000.

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 by, or contributed to, 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" 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.

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.

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.

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 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, 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, 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;
- Q) Cosmetic or plastic surgery, unless necessitated as a result of accidental bodily injury;

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- 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 or other examinations where there are no objective indications or impairment in normal health;
- 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;
- X) Costs incurred for elective surgery which can be postponed until the "Certificate Holder" returns to his or her place of residence;
- Y) Costs related to congenital anomalies and conditions arising out of or resulting therefrom;
- Z) Injury arising as a result of the "Certificate Holder's" participation in any of the following specific named hazards: motorcycle driving, skiing, heli-skiing, sky diving, parasailing, scuba diving, mountain climbing, or motor-sport racing of any kind.
- AA) Injury sustained in consequence of riding in any vehicle for aerial navigation.

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 not later than 30 days from the date of the accident:
 - 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.
 - b) within 90 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 15 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

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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 jurisdiction relating to autopsies.

13. All moneys payable under this contract other than benefits for loss of time shall be paid by the Insurer within 60 days after having received proof of claim.
14. The initial benefits for Weekly Accident Indemnity shall be paid by the Insurer within 30 days, after having received proof of claim, and payments shall be made thereafter within each succeeding 60-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 1 year from the date on which the cause of action arose.
16. The Named Insured may cancel the Policy at any time by giving written notice of cancellation to the Insurer by registered mail to its head office in the province or by delivery thereof to an authorized agent of the Insurer, and the Insurer shall, upon surrender of this policy, refund the amount of premium paid in excess of the short rate premium for the expired time according to the table in use by the Insurer at the time of cancellation.
17. Cancellation by Insurer:
 - a) The Insurer may cancel the contract at any time by giving written notice of termination to the Named 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 cancellation may be delivered to the Named Insured or it may be sent by registered mail to the latest address of the Named Insured on the records of the Company.
 - c) Where the notice of cancellation is delivered to the Named Insured, 30 days notice of cancellation shall be given; where it is mailed to the Named Insured, 40 days notice of cancellation shall be given and the 40 days shall begin on the day following the arrival of the notice at the post office to which it is addressed.
18. Inadvertent Error: The insurance of a "Certificate Holder" shall not be prejudiced by the failure on the part of the Named Insured to transmit reports, pay premium or comply with any of the provisions of this policy when such failure is due to inadvertent error or clerical mistake.
19. 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.

20. 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.
21. 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”, “Eyeglasses or Contact Lenses Benefit”, “Home Alteration and Vehicle Modification Benefit”, “Rehabilitation Expenses Benefit”, “Repatriation Benefit”, “Special Transportation Benefit”, “Emergency Transportation Benefit”, “Occupational Training 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.
22. 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.

23. 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;

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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.

