



# **Accidental Death and Dismemberment Insurance**

**Master Policy # BYE1001**

**THE WAWANESA LIFE INSURANCE COMPANY**

400 – 200 Main Street, Winnipeg MB R3C 1A8

Toll Free: 1-888-997-9965 Tel: 204-985-3940 Fax: 1-888-985-3872

[wawanesa.com](http://wawanesa.com)

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## INSURING AGREEMENT

**WAWANESA LIFE INSURANCE COMPANY** hereby contracts with

**Name and Address of Policyholder:**

Great North Wildlife Affiliates Inc.  
c/o 9 Lancaster Road  
Moose Jaw, SK S6J 1M8

**Master Policy Effective Date:** January 1, 2011 at 12:01 A.M. standard time at the head office address of the Policyholder as stated above.

It continues in force for the period for which premium has been paid and terminates at the address of the Policyholder at 12:01 A.M., Standard Time, on the Expiry Date stated below.

**Master Policy Reissue Date:** January 1, 2020 at 12:01 A.M. Standard Time at the head office address of the Policyholder as stated above.

**Renewal Date:** January 1, 2021 and each January 1 thereafter, subject to the terms of this policy.

**Premiums Due:** Payment is due on the first (1<sup>st</sup>) of each month and a period of sixty (60) days is allowed for the payment of every premium starting on the Premium Due date.

Wawanesa Life Insurance Company (hereinafter called the "Insurer") agrees with the Policyholder named above (hereinafter called the "Policyholder") to insure eligible persons specified herein (hereinafter individually called the "Insured Person") and promises to pay for loss resulting from Injury; to the extent herein limited and provided.

This agreement is made in consideration of the policyholder's payment of the required premiums and subject to the minimum policy Term Premium and minimum Retained Premium stated above.

Signed by Wawanesa Life Insurance Company at its Administrative Office in Winnipeg, Manitoba, Canada, on the Master Policy Reissue Date.



Louise Mitchell  
President



Pat Horncastle  
Vice President and Chief Operating Officer

## SCHEDULE

Insured Person Classifications

**Class I:** All paid-up Members of the Policyholder and Partner Affiliates.

A paid-up Member will only be eligible once as an Insured Person, regardless of the number of memberships he or she may have among the listed partner affiliates, or their clubs or branches.

**Class II:** All non-Member volunteers of the Policyholder and Partner Affiliates.

**The Partner Affiliates for Class I and Class II are as follows:**

- Ontario Federation of Anglers and Hunters
- Alberta Fish and Game Association
- Saskatchewan Wildlife Federation

<u>Benefit Amount</u>	<u>Maximum</u>
Specific Loss Accident Indemnity .....	\$ 5,000
Daily Hospital Benefit .....	\$ 1,500
Accident Reimbursement Expense .....	\$ 7,500
Accidental Dental Expense .....	\$ 3,000
Occupational Training Expense .....	\$ 15,000
Rehabilitation Expense (under age 70 only) .....	\$ 15,000
Home Alteration and/or Vehicle Modification Expense .....	\$ 15,000
Repatriation Expense .....	\$ 15,000
Lyme Disease Indemnity .....	\$ 2,500
Travel Medical Expense .....	\$ 2,000

Lyme Disease Indemnity and Travel Medical Expense benefits applies only to Insured Persons of the Ontario Federation of Anglers and Hunters, Saskatchewan Wildlife Federation and the Alberta Fish and Game Association.

Aggregate Limit

\$1,000,000

## SECTION 1 - DEFINITIONS

*The male pronoun will be construed as the feminine when the person is a female.*

**“Accident”** means a single sudden and unexpected event which:

- a) occurs at an identifiable time and place;
- b) causes unexpected bodily Injury at the time it occurs; and
- c) arises from an external source to the Insured Person.

**“Administrator”** means Great North Wildlife Affiliates Inc.

**“Age”** means the attained age of the Insured Person (last birthday).

**“Benefit Amount”** means the insurance benefits provided in the policy and is the amount of insurance issued as shown on the Schedule.

**“Disease”** means any unhealthy condition of the body or any part thereof.

**“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 (1) or more Physicians available at all times and which continuously provides twenty-four (24) 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. For the purposes of this definition, Hospital will include a facility or part of a facility used for rehabilitative care. For the purposes of this definition, Physicians and Nurses will not exclude an Immediate Family Member.

**“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, (all of the above include natural, adopted or step relationship), Spouse, grandson, granddaughter, grandfather or grandmother of the Insured Person.

**“Injury”** means bodily injury caused by an Accident occurring while this policy is in force as to the Insured Person whose injury is the basis of claim and resulting directly and independently of all other causes in loss covered by this policy, as stated in Section 5 - Description of Coverage, anywhere in the world but in no event shall Injury mean Sickness or Disease howsoever caused unless caused by an Accident.

**“Nurse”** means a graduate registered nurse (R.N.) or nurse who is licensed to practice nursing services by a governmental agency having jurisdiction over such licensing. Nurse is neither the Insured Person himself nor an Immediate Family Member.

**“Physician”** means a doctor of medicine (other than the Insured Person or an Immediate Family Member) who is licensed to practice medicine by:

- a) a recognized medical licensing organization in the locale 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 in the locale where the treatment is rendered.

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

**“Residence”** means both the dwelling of which an Insured Person is an occupant and the premises on which it is situated.

**“Sickness”** means an impairment of normal physiological function and includes illness and infections.

**“Spouse”** means an individual who is under the Age of seventy (70):

- a) to whom the Insured Person is legally married, or
- b) with whom the Insured Person has continuously cohabited in a conjugal relationship for a minimum of one (1) year immediately before a Loss is incurred under the policy.

Only one (1) individual will qualify as a spouse. If the Insured Person is legally married but is also cohabiting with an individual as described under item (b) above, the spouse will be the individual to whom the Insured Person is legally married.

## **SECTION 2 - ELIGIBILITY FOR INSURANCE**

For the purposes of this policy Insured Persons who are eligible for insurance hereunder will be considered as those individuals belonging to the classifications mentioned in the Schedule.

## **SECTION 3- EFFECTIVE DATE OF INDIVIDUAL INSURANCE**

The Insured Person’s coverage shall commence on the date the annual membership renewal fee is received by the Policyholder or on the date the new Member’s application is accepted by the Policyholder, provided the membership fee is paid. Coverage continues for the then current membership year ending with the expiry of any membership year, unless renewed by payment of a renewal membership fee.

## **SECTION 4 - TERMINATION OF INDIVIDUAL INSURANCE**

The insurance of an Insured Person will immediately terminate on the earliest of:

the date this policy is terminated;

the Premium Due date if the Policyholder fails to pay the required premium for the Insured Person; or

the date the Insured Person ceases to be associated with the Policyholder in a capacity making such person eligible for insurance hereunder.

## **SECTION 5 - DESCRIPTION OF COVERAGE**

### **Class 1:**

The hazards against which insurance is provided under this policy are Injury sustained by Insured Persons while participating in any fishing, hunting, non-commercial trapping, shooting, archery, dog trails, hiking, snowshoeing, bird watching, canoeing, and canoe construction activities.

Coverage includes participating in any Policyholder, participating Partner Affiliate, or Partner Affiliate Club or Branch sponsored program, project, or activity, and Injury sustained as a result of a firearm accident.

Travel directly to and from such activities will be included.

The hazards against which insurance is provided under this policy also include Injury sustained by Insured Persons while performing the volunteer duties assigned and authorized to them by the Policyholder.

Everyday travel directly to and from Policyholder activities and volunteer work sites is included.

**Class II:**

The hazards against which insurance is provided under this policy are Injury sustained by Insured Persons while performing the volunteer duties assigned and authorized to them by the Policyholder.

Everyday travel to and from the Policyholder's volunteer worksite is excluded.

**SECTION 6 - AIRCRAFT COVERAGE**

Insurance provided under this policy includes Injury sustained by an Insured Person while and in consequence of:

- a) riding as a passenger, 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, 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:

- a) riding as a pilot, operator or member of the crew in or on any aircraft;
- b) riding as a passenger, in or on any aircraft owned, operated or leased by or on behalf of the Policyholder.

**SECTION 7 - 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 a Loss of Life resulting from Injury caused by an Accident at the time of such disappearance, sinking or wrecking.



## SECTION 8 - BENEFITS

### 8.1 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:

<b>For Loss of:</b>	<b>% of Benefit Amount</b>
Life	100%
Entire Sight of Both Eyes	100%
Speech and Hearing in Both Ears	100%
One Hand and the Entire Sight of One Eye	100%
One Foot And the Entire Sight of One Eye	100%
Entire Sight of One Eye	75%
Speech	75%
Hearing in Both Ears	75%
Hearing in One Ear	40%
All Toes of One Foot	33.33%

<b>For Loss or Loss of Use of:</b>	<b>% of Benefit Amount</b>
Both Hands	100%
Both Feet	100%
One Hand and One Foot	100%
One Arm	80%
One Leg	80%
One Hand	75%
One Foot	75%
Thumb and Index Finger or at Least Four Fingers of One Hand	40%

<b>For Paralysis of:</b>	<b>% of Benefit Amount</b>
Both Upper and Lower Limbs (Quadriplegia)	200%
Both Lower Limbs (Paraplegia)	200%
Upper and Lower Limbs of One Side of Body (Hemiplegia)	200%

**“Loss of Life”** means the death of the Insured Person.

**“Loss”** as above used with reference to:

- a) **hand or foot** means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint;
- b) **arm or leg** means complete severance through or above the elbow or knee joint;
- c) **thumb** means the complete severance of one (1) entire phalanx of the thumb;
- d) **finger** means the complete severance of two (2) entire phalanges of the finger;

- e) **toes** means the complete severance of one (1) entire phalanx of the big toe and all phalanges of the other toes;
- f) **eye** means the irrecoverable loss of the entire sight thereof.

**“Loss of Speech”** means complete and irrecoverable loss of the ability to utter intelligible sounds.

**“Loss of Hearing”** means complete and irrecoverable loss of hearing.

**“Paralysis”** means the loss of ability to move all or part of the body.

**“Quadriplegia”** means the permanent Paralysis and functional loss of use of both upper and lower limbs.

**“Paraplegia”** means the permanent Paralysis and functional loss of use of both lower limbs.

**“Hemiplegia”** means the permanent Paralysis and functional loss of use of upper and lower limbs on the same side of the body.

**“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 for all Losses sustained by any one (1) Insured Person as the result of any one (1) Accident will not exceed the following:

- a) with the exception of Quadriplegia, Paraplegia and Hemiplegia, the Benefit Amount.
- b) with respect to Quadriplegia, Paraplegia and Hemiplegia, Two Times the Benefit Amount, or the Benefit Amount if Loss of Life occurs within ninety (90) days after the date of the Accident.

In no event will indemnity payable for all Losses under this section exceed, in the aggregate, two (2) times the Benefit Amount as the result of the same Accident.

## 8.2 Daily Hospital Benefit

A Daily Benefit will be payable to the Insured Person when the Insured Person is in a Hospital and under the Regular Care and Attendance of a Physician, but only if such Period of Hospitalization:

- a) is necessary for the treatment of an Injury; and
- b) begins while insurance under this policy is in force as to the Insured Person.

Such Daily Benefit will be paid for each Day of Hospitalization, but in no event for more than thirty (30) days per Accident. If a particular condition causes more than one Period of Hospitalization due to the same or related causes, when the maximum benefit duration (thirty (30) days) will be reinstated provided a period of one hundred and eighty-three (183) days has elapsed between Periods of Hospitalization.

**“Daily Benefit”** means fifty dollars (\$50) per day, not to exceed the Hospital Indemnity Benefit Amount stated in the Schedule, which is in combination with the Hospital Indemnity maximum provided under any other policy issued to the Policyholder by the Insurer.

**“Period of Hospitalization”** means a single uninterrupted confinement in a Hospital.

**“Day of Hospitalization”** means a necessary Period of Hospitalization in a Hospital as an inpatient for which a full day's room and board is charged.

### 8.3 Accident Reimbursement Expense

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 listed below, while under the Regular Care and Attendance of a Physician, 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. Payment by the Insurer for the total of all expenses incurred by any Insured Person will not exceed the Benefit Amount stated in the Schedule as the result of any one (1) Accident.

- a) 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 or is not an Immediate Family Member, subject to a maximum of five thousand dollars (\$5,000) per Accident;
- b) 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);
- c) 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, subject to a dispensing maximum of a thirty (30) day supply;
- d) Expenses charged for the services of a licensed professional physiotherapist or certified athletic sports therapist ordered or prescribed by a Physician, provided such physiotherapist or sports therapist does not ordinarily reside in the Insured Person's Residence and is not an Immediate Family Member, subject to a maximum of five hundred dollars (\$500) per Accident;
- e) Expenses for transportation by a licensed ambulance service or, when recommended by a Physician, by any other conveyance licensed to carry passengers for hire to or from the nearest Hospital which is equipped to provide the required treatment, subject to a maximum of one thousand dollars (\$1,000) per Accident;
- f) 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 of seven hundred and fifty dollars (\$750) per policy term;
- g) Expenses for the 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 necessary, subject to a maximum of five thousand dollars (\$5,000) per Accident;
- h) Expenses for the services of a licensed chiropractor, provided such chiropractor does not ordinarily reside in the Insured Person's Residence and is not an Immediate Family Member, subject to a maximum of five hundred dollars (\$500) per Accident.

#### **8.4 Accidental Dental Expense**

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 an Immediate Family Member, 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, provided the Insured Person consults with the dentist or oral surgeon within thirty (30) days from the date of the Accident. Payment by the Insurer for the total of all expenses uncured by any Insured Person will not exceed the Benefit Amount stated in the Schedule as the result of any one (1) 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.

#### **8.5 Occupational Training Expense**

In the event a Loss of Life resulting from Injury is sustained by an Insured Person and indemnity for such Loss becomes payable in accordance with the terms of this policy, the Insurer will pay the reasonable and necessary expenses actually incurred, within three (3) years from the date of such Loss, by the Spouse of the Insured Person who engages in a formal occupational training program in order to become specifically qualified for active employment in an occupation for which he would not otherwise have sufficient qualifications. Payment by the Insurer for all expenses under this benefit will not exceed the Benefit Amount stated in the Schedule. Payment will not be made for room, board or other ordinary living, travelling or clothing expenses.

In the event the Insured Person's Spouse satisfies the requirements indicated above, such Spouse will be deemed the beneficiary with respect to the benefits payable under this provision.

#### **8.6 Rehabilitation Expense**

Applicable to Insured Persons under Age seventy (70).

When, by reason of Injury, an Insured Person sustains a loss payable under Section 8.1 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 the Accident, by the Insured Person for such program. Payment will not be made for room, board or other ordinary living, travelling or clothing expenses. Payment by the Insurer for the total of all expenses incurred by any Insured Person will not exceed the Benefit Amount stated in the Schedule as the result of any one (1) Accident.

### 8.7 Home Alteration and/or Vehicle Modification Expense

When, by reason of Injury, 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:

- a) the cost of alterations to the Insured Person's principal Residence for the purpose of making it accessible; and/or
- b) 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 Benefit Amount stated in the Schedule 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.

### 8.8 Repatriation Expense

In the event a Loss of Life resulting from Injury is sustained by an Insured Person more than fifty (50) kilometres from the Insured Person's normal place of Residence and indemnity for such Loss becomes payable in accordance with the terms of this policy, the Insurer will pay the reasonable and customary 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 proximity to the normal place of Residence of the deceased, including charges for the preparation of the body for such transportation. Payment by the Insurer will not exceed the Benefit Amount stated in the Schedule.

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

### 8.9 Lyme Disease Indemnity

If an Insured Person contracts and is diagnosed to have Lyme Disease during the period of time they are covered under this policy, through the bite of an infected wood tick, then the Insurer will pay the Lyme Disease Indemnity amount as stated in the Schedule.

This benefit applies only to Insured Persons of the Ontario Federation of Anglers and Hunters, Saskatchewan Wildlife Federation and the Alberta Fish and Game Association.

### 8.10 Travel Medical Expense

If both an Injury occurs, and immediate medical attention is required, for an Insured Person more than 175 kilometres from his or her place of residence and such medical attention is not available within 175 kilometres of the Insured Persons residence , then the Insurer will pay the reasonable expenses incurred, other than as paid for under section 8.3(e) Accident Reimbursement Expense, for public transportation and Accommodation of the Insured Person and one accompanying person to and from either a Physician's office or the nearest Hospital. Payment by the Insurer for the total of all expenses incurred by any Insured Person is subject to a maximum of 52 weeks from the date of the injury and will not exceed the Benefit Amount stated in the Schedule as the result of any one Accident.

**“Accommodation”** means lodging in the vicinity of the Physician's office or Hospital where the Insured Person is being treated.

This benefit is only payable under one of the policies issued to the Policyholder by the Insurer.

This benefit applies only to Insured Persons of the Ontario Federation of Anglers and Hunters, Saskatchewan Wildlife Federation and the Alberta Fish and Game Association.

If there is anything in the policy to the contrary, this Addendum shall take priority.

## **SECTION 9 - AGGREGATE LIMIT OF INDEMNITY**

The Insurer's aggregate limit of indemnity for all losses arising out of any one (1) Accident, for which coverage is provided hereunder, is as stated in the Schedule. In the event said Limit of Indemnity for any one (1) Accident is insufficient to pay the full amount of indemnity for each Insured Person then the amount payable for each Insured Person shall be in the proportion that the Limit of Indemnity for any one (1) Accident bears to the total amount of insurance that would have been payable except for such limit of indemnity.

This section only applies to losses payable under Section 8.1 Specific Loss Accident Indemnity.

## **SECTION 10 - CLAIMS**

### **10.1 Beneficiary**

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

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.

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.

### **10.2 Notice and Proof of Claim**

The Insured Person or an Insured Person's representative or a beneficiary entitled to make a claim, shall:

- a) give written notice of claim to the Insurer, not later than thirty (30) days from the date a claim arises under the contract
  - (i) by delivery thereof, or by sending it by mail to the Insurer's Administrative Office; or
  - (ii) by delivery thereof to the Insurer's authorized agent in the province.
- b) within ninety (90) days from the date a claim arises under the contract
  - (i) furnish satisfactory proof to the Insurer as is reasonably possible, in the circumstances, providing evidence of the claim and the cause; and,
  - (ii) any other information the insurer may reasonably require to establish the validity of the claim.

### 10.3 Insurer to Furnish Forms for Proof of Claim

The Insurer shall furnish forms for proof of claim within fifteen (15) days after receiving notice of claim. Where the claimant has not received the forms within that time the claimant may submit his proof of claim in the form of a written statement giving rise to the claim.

### 10.4 Failure to Give Notice or Proof

Failure to give notice of claim or furnish proof of claim within the time prescribed by this 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 (1) year from the date of death or the date a claim arises under the contract if it is shown that it was not reasonably possible to give notice or furnish proof within the time prescribed.

### 10.5 Reserving Rights

As a condition precedent to recovery of insurance money under this contract the Insurer reserves the right to:

- (a) examine the full details regarding the claim;
- (b) examine the Insured Person when and so often as it reasonably required while the claim hereunder is pending;
- (c) require an autopsy to be performed on the Insured Person in the event of death, unless prohibited by law or religious belief;
- (d) request an attending Physician's report and/or medical examination regarding the claim for benefits, at the Insurer's expense;
- (e) to disallow the claim based on information developed from the attending Physician's report, medical examination, payroll records, or other sources of pertinent data.

### 10.6 Fraudulent Claims

Any claim for benefits under the policy which is based on false or incorrect information on an application, claim form or other documents required to verify benefits will result in the benefits being denied or the liability assumed by the Beneficiary if the benefit has already been provided or performed.

### 10.7 Limitation of Actions

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (Alberta and B.C.).

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in *The Insurance Act* (Manitoba).

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Limitations Act, 2002* (Ontario).

Otherwise, in Quebec every action must be brought within three (3) years after the date evidence is furnished, and in all other provinces within one (1) year from the date of loss or such longer period as may be required under the law applicable in such province.

## 10.8 Subrogation Clause

The Insurer is subrogated in all the rights of Insured Persons against the third party liable for the damage that has given rise to an entitlement to payment of benefits under this policy up to the limitation of amounts paid by the Insurer.

The Insurer may, in the exercise of its right of subrogation and if it deems that a third party is liable, require that the Insured Person sign, if applicable, an act of subrogation in its favour at the time of paying any benefits.

## SECTION 11- EXCLUSIONS

This policy does not cover any loss, fatal or non-fatal, caused or contributed to by:

- a) suicide or intentionally self-inflicted Injury while sane or insane;
- b) war, whether declared or not;
- c) participation in a riot, insurrection, civil commotion or disturbance;
- d) active full-time, part-time or temporary service in the armed forces of any country;
- e) riding as a passenger or otherwise in any vehicle or device for aerial navigation, other than as provided in Section 6 Aircraft Coverage;
- f) medical treatment or surgery, except if the medical treatment or surgery was needed because of an Accident.

Nor does this policy cover expenses incurred:

- a) for the purchase, repair or replacement of eyeglasses or contact lenses, or prescriptions therefore;
- b) for charges of a masseur;
- c) for x-rays, repair or replacement of pre-existing dentures, fillings or crowns, except as provided in Section 8.4 Accidental Dental Expense;
- d) for Sickness or Disease, either as a cause or effect;
- e) for experimental drugs not approved by the governing authority having jurisdiction over the matter in the country where such drugs are prescribed and dispensed.
- f) for charges of any experimental medical treatments;
- g) for of any medical services rendered by physicians, surgeons, nurses, physiotherapists, certified athletic sports therapists and chiropractors employed or engaged by the Policyholder;
- h) that are covered under any government hospital, medical, dental or health care insurance plan, whether payable or not, or expenses for which insurance is prohibited by law;

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 Section 8.3 Accident Reimbursement Expense and Section 8.4 Accidental Dental Expense by any amount (paid or not) of eligible expenses covered under the Federal or Provincial Hospital and/or Medical plans and/or any other policy providing similar reimbursement expenses.



This policy does not provide coverage, and the Insurer is not liable to pay any claim or provide any benefit, that would expose the Insurer or its owners to any sanction, prohibition, or restriction under:

United Nations Resolutions; or

Trade sanctions, economic sanctions, laws, or regulations of the European Union, United Kingdom, United States of America, or Canada.

## **SECTION 12 - PREMIUMS**

Any premium rate may be changed by the Insurer from time to time with at least thirty-one (31) days advance written notice. No change in rates will be made until six (6) Months after the effective date. Thereafter, an increase in rates will not be made more often than once in a six (6) Month period.

However, the Insurer may change rates immediately if, in the Insurer's opinion, the Insurer's liability is altered by any change in provincial or federal law or by a revision in the insurance under the policy. Any such change in rates will take effect on the effective date of the change in law or change in the insurance.

If an increase in rates takes place on a date that is not a premium due date, a pro rata premium will be due on the date of the increase. The pro rata premium will apply for the increase from the date of the increase to the next premium due date. If a decrease in rates takes place on a date that is not a premium due date, a pro rata credit will be granted. The pro rata credit will apply for the decrease from the date of the decrease to the next premium due date.

## **SECTION 13 - GENERAL PROVISIONS**

### **13.1 Administration**

The Insurer will deal solely with the Policyholder or Administrator who will be deemed the representative of each participating group/association. Any action taken by the Policyholder or Administrator will be binding on the participating Insured Person(s) of the group/association.

### **13.2 Clerical or Mechanical Errors**

If a clerical or mechanical error by the Policyholder, Administrator or by the Insurer results in a person being incorrectly classified under the endorsement, then such person will be classified according to the true facts.

### **13.3 Conformity to Legislation**

If this policy does not conform to legislation that governs it, it is considered automatically amended to comply with the minimum requirements of that legislation.

### **13.4 Currency**

All payments under this policy, either to or by the Insurer, will be made in the lawful money of Canada.

### **13.5 Entire Contract**

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

### **13.6 Insurance Data**

The Administrator will give the Insurer all of the data that is needed to calculate the premium and all other data that is reasonably required. Failure of the Administrator to give this data will not void or continue an Employee's insurance.

The Insurer has the right to examine the Policyholder's records relative to these benefits at any reasonable time while the policy is in effect. The Insurer also has this right until all rights and obligations under the policy are finally determined.

### **13.7 Insured Right of Access**

As required by your provincial legislation, the Insured Person and any claimant may request a copy of the Insured Person's application, any written evidence of insurability and the Group Policy (other than confidential commercial information or other information exempted from disclosure by applicable law).

### **13.8 Material Facts**

No statement made by the Insured Person 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 statement or answers furnished as evidence of insurability.

### **13.9 Misrepresentation and Incontestability**

The policy will be void and the Insurer's liability will be limited to the return of any premiums paid if incomplete, inaccurate, untrue or wrong information was submitted to the Insurer at any time and a claim arises under the policy during the first two (2) years from the effective date or two (2) years from most recent date of Reinstatement.

### **13.10 Misstatement of Age**

If the Age of an Insured Person has been misstated, the corrected Age and facts will be used to determine whether insurance is in force under the policy and in what amount, and an equitable adjustment of premium will be made.

### **13.11 Non-Participating**

This policy does not share in the Insurer's surplus earnings.

### **13.12 Termination by the Group/Association**

The participating group/association may terminate this insurance by advance written notice delivered to the Insurer at least thirty-one (31) days prior to the termination date.

### **13.13 Termination by the Insurer**

The Insurer may terminate this policy and/or the participating group/association at the end of the policy period by giving thirty-one (31) days advance written notice.

### **13.14 Termination by the Policyholder**

The Policyholder may terminate this policy by advance written notice delivered to the Insurer at least thirty-one (31) days prior to the requested termination date.

### **13.15 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.