



Values in the right place

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

## Policy #1SG60 – Municipal Officials' Accident Insurance

In consideration of the statements and payment of premium as set forth herein, **SSQ Insurance Company Inc.** (hereinafter called the "Insurer") agrees with:

Name: **THE CORPORATION OF THE COUNTY OF BRANT**  
(Hereinafter called the "Policyholder")

Address: 26 Park Ave  
Burford Ontario  
N0E 1A0

to insure eligible persons of the Policyholder (hereinafter individually called the "Insured Person") who are specified herein, for Loss resulting from Injury to the extent herein provided and subject to all of the exceptions, limitations and provisions of this policy.

### Premium

This policy is issued in consideration of the payment in advance of a premium of **\$2,266**, of which **\$ 800** is a minimum annual retained premium.

### Effective Date and Policy Term

This policy is issued for the term beginning February , 28th, 2018 and ending August 30<sup>th</sup>, 2019.

All periods of time under this policy begin and end at 12:01 a.m., Standard Time, at the address of the Policyholder.

### Renewal

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

### Definitions

Wherever used in this policy:

"Injury", wherever used in this policy, 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, provided such injury is sustained under the circumstances and in the manner described in the section entitled "Description of Hazards", but in no event shall Injury mean Sickness or Disease howsoever caused unless caused by an Accident.

"Accident" means any unlooked for mishap or untoward event which is not expected or designed.

"Sickness" means an impairment of normal physiological function and includes illness and infections.

"Disease" means any unhealthy condition of the body or any part thereof.

"Residence" means the primary dwelling of which the Insured Person is an occupant and the premises on which it is situated.

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

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

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

- (1) 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
- (2) a governmental agency having jurisdiction over such licensing in the locale where the treatment is rendered.

"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, 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.

"His Occupation" means the occupation engaged in by the Insured Person on a Full-time or Permanent Part-time basis for wage or profit immediately prior to the occurrence of any Injury covered under this policy.

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

**Schedule of Benefits**

The insurance afforded under this policy is only with respect to such indemnities listed in this Schedule of Benefits, and is only with respect to Insured Persons in the classes designated herein.

<u>Benefit</u>	<u>Class &amp; Max. Amount</u>	
	1	2
Principal Sum	\$250,000	\$10,000 – Loss of Life benefit ONLY. All other benefits do not apply to this class.
Repatriation Benefit	\$15,000	
Funeral Expense Benefit	\$ 5,000	
Education Benefit	\$5,000/year	
Day Care Benefit	\$5,000/year	
Rehabilitation Benefit	\$15,000	
Occupational Training	\$15,000	
Permanent Total Disability Indemnity*	\$250,000	
Weekly Accident Indemnity*		
Total Disability	\$ 500/per week	
Partial Disability	\$ 250/per week	
Elimination Period	Nil	
Maximum Period Payable - Total	104 weeks	
Maximum Period Payable - Partial	52 weeks	
Accident Reimbursement Expense	\$10,000	
Accidental Dental Expense	\$2,000	
Fracture, Dislocation, Tendon Severance & Miscellaneous Indemnity	\$2,500	
Eyeglasses or Contact Lenses	\$2,000	
Family Transportation Benefit	\$15,000	
Seat Belt Benefit	10% of Principal Sum to a maximum of \$ 25,000	
Home Alteration and/or Vehicle Modification	\$15,000	
Hospital Indemnity	\$2,500/month	
Workplace Modification & Accommodation Benefit	\$5,000	

- \* Only available to active full-time or permanent part-time employed persons who are under the age of seventy (70) at the time of the Accident.

### Eligibility for Insurance

For the purposes of this policy, Insured Persons covered herein are persons associated with the Policyholder designated under the section entitled "Schedule of Insured Persons", who are all under the age of eighty (80).

### Schedule of Insured Persons

Class 1: 9 Councillor

Class 2: Spouses of Class 1 Insured Persons.

"Spouse" means an individual

- (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 section (b) above, the Insured Person may elect in writing which one of the individuals will qualify as a spouse under this policy. This election must be filed with the Policyholder. The Insurer will not be bound by an election not filed before the event insured against. If an election is not filed, the spouse will be the individual to whom the Insured Person is legally married.

With respect to Class 1, the Policyholder has the right to make additions to and deletions from the Schedule of Insured Persons by giving written notice of such additions and/or deletions to the Insurer or its authorized agent within thirty (30) days of their effective dates or as soon as it is reasonably possible thereafter, but no later than one hundred and eighty (180) days after their effective date. Furthermore, a person cannot be added to the Schedule of Insured Persons after the occurrence of an Accident resulting in

Injury on which a claim for that person may be based. Premium for each such addition and/or deletion will be computed pro rata of the applicable annual premium.

With respect to Class 2, notice of additions and/or deletions is not a requisite during the term of this policy as coverage for such additions and/or deletions takes effect and ends automatically on the date of each such addition and/or deletion.

### Description of Hazards

The hazards against which insurance is provided under this policy are:

With respect to Class 1:

- (a) Injury sustained by an Insured Person while performing the normal and regular duties which pertain to His Occupation and
- (b) (providing such hazards arise while the Insured Person is on the business of the Policyholder) Injury sustained in consequence of and during the course of any trip made by the Insured Person (excluding everyday travel to and from work and bona fide vacations).

Such trip will be deemed to have commenced when the Insured Person leaves his Residence or place of regular employment for the purpose of going on such trip, whichever last occurs, and will continue until such time as he returns to his Residence or place of regular employment, whichever first occurs.

The term "on the business of the Policyholder" means any trip on assignment by or with the authorization of the Policyholder for the purpose of furthering the business of the Policyholder.

With respect to Class 2:

Injury sustained by the Spouse of a Class 1 Insured Person while accompanying such Insured Person during the course of any trip as described under this section with respect to Class 1.

It is further understood and agreed that such Spouse's travel must be at the specific request and at the expense of the Policyholder.

**Specific Loss Accident Indemnity**

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

For Loss of

Life .....	The Principal Sum
The Entire Sight of	
Both Eyes .....	The Principal Sum
Speech and Hearing	
in Both Ears .....	The Principal Sum
One Hand and the	
Entire Sight of One Eye .....	The Principal Sum
One Foot and the	
Entire Sight of One Eye .....	The Principal Sum
The Entire Sight of	
One Eye.....	Three -Fourths of the Principal Sum
Speech .....	Three -Fourths of the Principal Sum
Hearing in Both Ears .	Three -Fourths of the Principal Sum
Hearing in One Ear .....	Two-Fifths of the Principal Sum
All Toes of One Foot.....	One-Third of the Principal Sum

For Loss or Loss of Use of

Both Hands .....	The Principal Sum
Both Feet .....	The Principal Sum
One Hand and One Foot .....	The Principal Sum
One Arm.....	Four-Fifths of the Principal Sum
One Leg.....	Four-Fifths of the Principal Sum
One Hand .....	Three-Fourths of the Principal Sum
One Foot .....	Three-Fourths of the Principal Sum
Thumb and Index Finger or	
at Least Four Fingers	
of One Hand .....	Two-Fifths of the Principal Sum

For Paralysis of

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

"Loss of Life" means the death of the Insured Person.

"Loss" as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint; as used with reference to arm or leg means complete severance through or above the elbow or knee joint; as used with reference to thumb means the complete severance of one

(1) entire phalanx of the thumb; as used with reference to finger means the complete severance of two (2) entire phalanges of the finger; as used with reference to toes mean the complete severance of one (1) entire phalanx of the big toe and all phalanges of the other toes; as used with reference to eye means the irrecoverable loss of the entire sight thereof.

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

Indemnity provided under this section 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 Principal Sum.
- (b) with respect to quadriplegia, paraplegia and hemiplegia, Two Times the Principal Sum, or the Principal Sum 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 Times the Principal Sum as the result of the same Accident.

**Repatriation Benefit**

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, not to exceed in the aggregate the amount of Repatriation Benefit stated in the section entitled "Schedule of Benefits" for all such expenses.

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

### **Funeral Expense Benefit**

In the event a Loss of Life resulting from Injury is sustained by an Insured Person, the Insurer will pay the reasonable and customary expenses actually incurred at the time of the Insured Person's death for the services and/or materials provided by a mortician, undertaker, crematorium or funeral home, related to the burial or cremation of a deceased Insured Person and charges for the purchase of a burial plot, gravesite or mausoleum for the interment of the remains thereof, including any markers or monuments; reimbursement for such charges will not exceed the amount of Funeral Expense Benefit stated in the section entitled "Schedule of Benefits" for all services with respect to any one (1) deceased, less any charges for preparation of the remains for travel which are reimbursed under the section entitled "Repatriation Benefit".

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

### **Education Benefit**

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 lesser of the following amounts for any Dependent Child who, on the date of or within three hundred and sixty-five (365) days of the Insured Person's death, is enrolled as a full-time student in any Institution for Higher Learning: (a) five percent (5%) of the Insured Person's Principal Sum or (b) five thousand dollars (\$5,000) for each year (up to

four (4) consecutive years) such child remains enrolled as a full-time student in an Institution for Higher Learning. The total maximum payable under this section in combination with the Education Benefit maximum provided under any other policy issued by the Insurer will not exceed the amount of Education Benefit stated in the section entitled "Schedule of Benefits".

The benefit will be paid each year immediately upon receipt of satisfactory proof that the Dependent Child is enrolled as a full-time student in an Institution for Higher Learning.

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

The following definitions are applicable only to this benefit:

"Institution for Higher Learning" is limited to universities, colleges, CEGEPs and trade schools.

"Dependent Children", with respect to this benefit, means a natural child, adopted child, stepchild or child who is in a parent-child relationship with the Insured Person. The child is unmarried, under twenty-five (25) years of age [twenty-six (26) in the province of Quebec] and dependent upon the Insured Person for maintenance and support.

### **Day Care Benefit**

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 lesser of the following amounts for any Dependent Child who, on the date of or within three hundred and sixty-five (365) days of the Insured Person's death, is enrolled in a legally licensed Day-Care Centre: (a) five percent (5%) of the Insured Person's Principal Sum or (b) five thousand dollars (\$5,000) for each year (up to four (4) consecutive years) such child remains enrolled in a legally licensed Day-Care Centre. The total maximum payable under this section in combination with the Day-Care Benefit maximum provided under any other policy issued by the Insurer will not exceed the amount of Day-Care Benefit stated in the section entitled "Schedule of Benefits".

The benefit will be paid each year immediately upon receipt of satisfactory proof that the child is enrolled in a legally licensed Day-Care Centre.

In the event an Insured Person's Dependent Child satisfies the above requirements, this benefit will be payable to the surviving Spouse if the Spouse has custody of the child or to the child's guardian legally appointed to manage the person of the child.

If none of the Insured Person's Dependent Children satisfy the above requirements or the requirements as shown under the section entitled "Education Benefit", the Insurer will pay to the Insured Person's beneficiary the lesser of the following amounts: (a) five percent (5%) of the Insured Person's Principal Sum or (b) two thousand and five hundred dollars (\$2,500) under one (1) of the policies issued by the Insurer.

"Day-Care Centre" means a facility, which is run according to the law, including laws and regulations applicable to day-care facilities and which provides care and supervision for children in a group setting on a regular basis. Day-Care Centre will not include a hospital, the child's home or care provided during normal school hours while the Dependent Child is attending grades one (1) through twelve (12).

"Dependent Children", with respect to this benefit, means a natural child, adopted child, stepchild or a child who is in a parent-child relationship with the Insured Person. The child is under thirteen (13) years of age and dependent upon the Insured Person for maintenance and support.

"Spouse" means an individual

- (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 section (b) above, the Insured Person may elect in writing which one of the individuals will qualify as a spouse under this policy. This election must be filed with the Policyholder. The Insurer will not be bound by an election not filed before the event insured against. If

an election is not filed, the spouse will be the individual to whom the Insured Person is legally married.

### **Rehabilitation Benefit**

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

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

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

### **Occupational Training Benefit**

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, not to exceed in the aggregate the amount of Occupational Training Benefit stated in the section entitled "Schedule of Benefits" for all such expenses. 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.

"Spouse" means an individual

- (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 section (b) above, the Insured Person may elect in writing which one of the individuals will qualify as a spouse under this policy. This election must be filed with the Policyholder. The Insurer will not be bound by an election not filed before the event insured against. If an election is not filed, the spouse will be the individual to whom the Insured Person is legally married.

#### **Permanent Total Disability Indemnity**

When, as the result of an Accident an Insured Person suffers an Injury and becomes totally disabled within three hundred and sixty-five (365) days of the date of the Injury and is prevented from engaging in each and every occupation or employment for compensation or profit for which he is or may become reasonably qualified by reason of his education, training or experience, the Insurer will pay in one (1) sum, provided such disability has continued for a period of twelve (12) consecutive months and is total and permanent at the end of this period, the Principal Sum, less any other amount paid or payable under the section entitled "Specific Loss Accident Indemnity" of this policy as the result of the same Accident.

#### **Weekly Accident Indemnity**

This indemnity is applicable only to those Insured Persons who were gainfully employed on a Full-time or Permanent Par-time basis immediately before the date of the Injury.

Indemnity will be payable for Disability caused by or resulting from an Injury for which medical treatment is being rendered, prescribed or recommended.

Indemnity for Disability is payable from the first (1st) day following the end of the Elimination Period stated in the section entitled "Schedule of Benefits" and is subject to the Maximum Period Payable stated in the section entitled "Schedule of Benefits" or to age seventy (70), whichever first occurs. No indemnity will be payable under this policy for any period of Disability during which the Insured Person is not under the Regular Care and Attendance of a Physician.

#### Indemnity Payable for Total Disability

When an Insured Person, prior to age seventy (70), sustains Total Disability commencing within thirty (30) days from the date of the Accident, the Insurer will pay the Weekly Accident Indemnity stated in the section entitled "Schedule of Benefits" from the first (1st) day following the end of the Elimination Period stated in the section entitled "Schedule of Benefits" for each week of Total Disability, subject to the Maximum Period Payable stated in the section entitled "Schedule of Benefits" or to age seventy (70), whichever first occurs and the all sources maximum percentage as shown hereunder in the paragraph entitled "Indemnity Offsets".

Indemnity payable under this policy for periods which are less than one (1) week will be paid on the basis of one-seventh (1/7th) of the Weekly Accident Indemnity, for each day of Total Disability.

#### Indemnity Payable for Partial Disability

When an Insured Person, prior to age seventy (70), sustains Partial Disability commencing within thirty (30) days from the date of the Accident or immediately following a period of Total Disability for which indemnity is payable, the Insurer will pay the Weekly Accident Indemnity stated in the section entitled "Schedule of Benefits" from the first (1st) day following the end of the Elimination Period stated in Item 3 of the Schedule of Insurance for each week of Partial Disability, subject to the Maximum Period Payable stated in the section entitled "Schedule of Benefits" or to age seventy (70), whichever first occurs.

Indemnity payable under this policy for periods which are less than one (1) week will be paid on the basis of one-seventh (1/7th) of the Weekly Accident Indemnity, for each day of Partial Disability.

#### Successive Periods of Disability

Successive periods of Disability due to the same or related causes will be considered one (1) period of

Disability, unless they are separated by a period of thirty (30) consecutive days during which the Insured Person is Actively at Work. After the said period of active work, no further Weekly Accident Indemnity payments will be made under this policy with respect to the same Accident.

#### Indemnity Offsets

If the Weekly Accident Indemnity payable under this policy for Total Disability, either alone or in concert with any of the benefits outlined below, exceeds seventy five percent (75%) of the Insured Person's pre-disability gross Salary, the Weekly Accident Indemnity otherwise payable will be reduced by any amount exceeding said percentage.

The indemnity payable to the Insured Person will take into account any of the benefits paid, payable or for which there is a right under the following:

1. the disability or retirement provisions of the Canada/Quebec Pension Plans;
2. the benefits payable in accordance with Workers' Compensation or Occupational Disease Act or Law, or any other law which provides compensation for an occupational injury;
3. the income benefits provided by or through any Government Plan of automobile insurance or similar legislation;
4. the disability, retirement or other income benefits provided by or through the Insured Person's employer;
5. the amounts paid or payable under a group insured or non-insured disability plan (including association group).

For the purposes of Indemnity Offsets, the benefits referred to above will be the amount for which the Insured Person qualifies at the same time he meets the requirements for entitlements to benefits under such Acts, excluding any amounts he may receive on account of or on behalf of eligible dependents. Any subsequent changes to the amounts payable under any of the above stated benefits, which are specifically designated as cost-of-living adjustments, will neither reduce nor increase the amount of Weekly Accident Indemnity payable hereunder.

#### Definitions

"Disability" means Total Disability and Partial Disability.

"Total Disability" means that the Insured Person, due to an Injury, (1) is unable to perform the substantial and material duties pertaining to His Occupation, (2) is not engaged in any occupation or employment for wage or profit and (3) requires the Regular Care and Attendance of a Physician.

"Partial Disability" means that the Insured Person (1) is necessitated to spend less than half of the time he normally spends in the usual daily performance of His Occupation and (2) requires the Regular Care and Attendance of a Physician.

"Elimination Period" means the period of continuous Disability which immediately follows commencement of the Disability and for which no benefits are payable.

"Actively at Work" means performing all occupational duties on a Full-time or Permanent Part-time basis within the normal required hours of the Insured Person's occupation basis.

"Full-time" means the Insured Person must work a minimum of thirty (30) hours per week for wage or profit.

"Permanent Part-time" means the Insured Person must work a minimum of twenty (20) hours per week for wage or profit.

"Salary" means the weekly rate of wage or salary the Insured Person was receiving from his employer(s) as of the date of the Injury, exclusive of overtime pay or other remuneration.

#### **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, while under the Regular Care and Attendance of a Physician:

- (1) Hospital charges for the difference between the public ward allowance under the Insured Person's Provincial Hospital Plan and the semi-private accommodation charge (private



- accommodation charge if recommended by a Physician);
- (3) expenses for the services of a Nurse ordered or prescribed by a Physician, provided such Nurse does not ordinarily reside in the Insured Person's Residence, subject to a maximum of five thousand dollars (\$5,000) per Accident;
  - (3) 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;
  - (4) expenses charged for the services of a licensed professional physiotherapist ordered or prescribed by a Physician, provided such physiotherapist does not ordinarily reside in the Insured Person's Residence and is not an Immediate Family Member; up to twenty-five dollars (\$25) per treatment, subject to a maximum reimbursement of two hundred and fifty dollars (\$250) as the result of any one (1) Accident and five hundred dollars (\$500) during any one (1) policy term;
  - (5) expenses for a licensed ambulance service or, when recommended by a Physician, by any other conveyance licensed to carry passengers for hire, including air ambulance, to or from the nearest Hospital which is equipped to provide the required treatment, subject to a maximum of one thousand dollars (\$1,000) per Accident;
  - (6) 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;
  - (7) expenses for rental of a wheelchair, an iron lung and other durable equipment for temporary therapeutic treatment, not to exceed the purchase price prevailing at the time rental became necessary, subject to a maximum of five thousand dollars (\$5,000) per Accident;
  - (8) expenses for the services of a licensed chiropractor ordered or prescribed by a physician, provided such chiropractor does not ordinarily reside in the Insured Person's Residence and is not an

Immediate Family Member; up to twenty-five dollars (\$25) per treatment, subject to a maximum reimbursement of two hundred and fifty dollars (\$250) as the result of any one (1) Accident and five hundred dollars (\$500) during any one (1) policy term.

The Insurer will pay the reasonable and customary expenses actually incurred by the Insured Person within fifty-two (52) weeks after the date of the Accident, not to exceed in the aggregate the amount of Accident Reimbursement Expense stated in the section entitled "Schedule of Benefits" as the result of any one (1) Accident.

#### **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, but not to exceed the Accidental Dental Expense maximum stated in the section entitled "Schedule of Benefits" as the result of any one (1) Accident, provided the Insured Person consults with the dentist or oral surgeon within thirty (30) days from the date of the Accident.

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

#### **Fracture, Dislocation, Tendon Severance and Miscellaneous Indemnity**

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

For complete fracture (including Greenstick type fracture):

	Percentage of Fracture Indemnity
Of the skull (depressed).....	100%
Of the skull (not depressed).....	33%
Of the spine (one or more vertebrae).....	50%
Of the jawbone (mandible or maxilla).....	33%
Of the thigh (femur).....	33%
Of the pelvis.....	33%
Of the knee cap.....	27%
Of the lower leg.....	25%
Of the shoulder blade.....	25%
Of the ankle (small bones).....	25%
Of the wrist (small bones).....	25%
Of the forearm (compound or comminuted).....	23%
Of the forearm (not compound).....	12%
Of the sacrum or coccyx.....	17%
Of the sternum.....	17%
Of the arm, between elbow and shoulder.....	17%
Of the collarbone.....	12%
Of the nose.....	12%
Of two or more ribs.....	10%
Of one hand (one or more metacarpals).....	8%
Of one foot (one or more metatarsals).....	8%
Of the facial bones.....	8%
Of one rib.....	5%
Of any bone not specified above.....	3%

For complete dislocation:

Of the hip.....	42%
Of the knee (with open primary repair).....	33%
Of the shoulder (with open reduction).....	25%
Of the wrist.....	17%
Of the ankle.....	17%
Of the elbow.....	12%
Of the bones of foot, other than toes.....	8%

Severance of tendon or tendons:

Heel (achilles).....	22%
Ankle.....	20%
Knee.....	18%
Foot (not toes).....	17%

Severance of tendon or tendons:

Percentage of  
Fracture Indemnity

Elbow.....	17%
Wrist.....	12%
Hand (including fingers).....	12%

Miscellaneous:

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

**Eyeglasses or Contact Lenses Benefit**

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

**Family Transportation Benefit**

When, following an Injury which results in a Loss payable under the section entitled "Specific Loss Accident Indemnity" of this policy, an Insured Person is confined as an inpatient in a Hospital located more than one hundred and fifty (150) kilometres from his normal place of Residence and such Insured Person is under the Regular Care and Attendance of a Physician, the Insurer will pay the reasonable expenses actually incurred by any Immediate Family Member(s) or a family representative for Accommodation and transportation by the most direct route from the normal place of residence of the Immediate Family Member(s) or family representative to the confined Insured Person and return to the normal place of residence of such Immediate Family Member(s) or family representative, not to exceed in the aggregate the amount of Family Transportation Benefit stated in the section entitled

"Schedule of Benefits" for all such expenses as the result of any one (1) Accident.

Payment will not be made for board or other ordinary living, travelling or clothing expenses. If transportation occurs in a vehicle or device other than one operated under a license for the conveyance of passengers for hire, then reimbursement of transportation expenses will be limited to a maximum of twenty-five cents (\$0.25) per kilometre travelled.

"Accommodation" means lodging in the vicinity of the Hospital where the Insured Person is confined.

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

### **Seat Belt Benefit**

In the event an Insured Person sustains an Injury which results in a Loss payable under the section entitled "Specific Loss Accident Indemnity" of this policy, the Insurer will pay an additional sum equal to ten percent (10%) of the applicable amount payable under the section entitled "Specific Loss Accident Indemnity", subject to the maximum of Seat Belt Benefit stated in the section entitled "Schedule of Benefits", which maximum is in combination with the Seat Belt Benefit maximum provided under any other policy issued to the Policyholder by the Insurer, if at the time of the Accident, the Insured Person was driving or riding in a Motorized Vehicle and wearing a properly fastened Seat Belt.

The driver of the Motorized Vehicle must hold a current and valid driver's license of a rating authorizing him to operate such Motorized Vehicle and neither be intoxicated nor under the influence of drugs, unless such drugs are taken as prescribed by a Physician, at the time of the Accident. "Intoxicated" and "under the influence of drugs" are as defined by the local jurisdiction where the Accident occurs.

Due proof of Seat Belt use must be provided as part of the written proof of Loss.

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

"Seat Belt" means those belts that form a restraint system and includes infant and child restraint systems when properly used with a Seat Belt, and the restraining belts which are part of a stretcher used in the transportation of sick or injured persons by ambulance.

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

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

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

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

### **Hospital Indemnity**

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 is necessary for the treatment of an Injury which results in a Loss payable under the section entitled "Specific Loss Accident Indemnity" of this policy. Such Daily Benefit will be paid from the first (1st) Day of Hospitalization, but in no event for more than three hundred and sixty five (365) days per Accident.

Notwithstanding anything contained to the contrary in this policy, a Period of Hospitalization which becomes necessary for the treatment of an Injury other than for a specific Loss will be covered in accordance with the terms of this section, provided such Period of Hospitalization commences:

- (1) within three hundred and sixty-five (365) days of the date of the Accident causing such Injury, and
- (2) while insurance under this policy is in force as to that Insured Person.

Such Daily Benefit will be paid from the first (1<sup>st</sup>) Day of Hospitalization if hospitalized for at least four (4) consecutive days.

Only one (1) Period of Hospitalization will be payable for all Injuries sustained by the Insured Person as the result of the same Accident.

"Daily Benefit" means one-thirtieth of one percent (1/30 of 1%) of the Insured Person's Principal Sum, to a maximum monthly benefit of the amount of Hospital Indemnity stated in the section entitled "Schedule of Benefits", which maximum 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 or several successive confinements in a Hospital as a result of the same Accident, provided each such confinement is separated by a period of less than ninety (90) consecutive days and all such confinements occur within seven hundred and thirty (730) days of the date of the Accident.

"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.

### **Workplace Modification and Accommodation Benefit**

In the event an Insured Person sustains an Injury which results in a Loss payable under the section entitled "Specific Loss Accident Indemnity" of this policy and such Insured Person requires special adaptive

equipment and/or workplace modification in order to reasonably accommodate his return to active full-time work with the Policyholder, the Insurer will pay the reasonable and necessary expenses actually incurred by the Policyholder provided:

1. The Policyholder agrees in writing to provide the special adaptive equipment and/or make modifications to the workplace for the purpose of making it accessible and adaptable to the needs of such Insured Person.
2. The Policyholder acknowledges in writing that the performance of the essential duties of such Insured Person's job may be altered.
3. The proposed special adaptive equipment and/or workplace modification must have prior written approval by the Insurer.
4. The Insurer has the right to examine the Insured Person to evaluate the appropriateness of the proposed modifications.

The benefit will be paid to the Policyholder upon the Insured Person's return to active full-time work with the Policyholder and the Insurer has been provided with written proof of the expenses incurred. The benefit is not payable if the Policyholder does not incur any cost in providing the special adaptive equipment and/or the workplace modification.

Payment by the Insurer for the total of all expenses incurred by the Policyholder will not exceed the amount of Workplace Modification and Accommodation Benefit stated in the section entitled "Schedule of Benefits" as a result of any one (1) Accident.

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

### **Aircraft Coverage**

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

- (a) riding as a passenger, and not as a pilot, operator or member of the crew in or on any aircraft

having a current and valid certificate of airworthiness and piloted by a person who then holds a current and valid pilot's license of a rating authorizing him to pilot such aircraft.

- (b) riding as a passenger, and not as a pilot, operator or member of the crew in or on any aircraft operated by the Canadian Armed Forces or by a similar military service of any duly constituted governmental authority of any other recognized country.
- (c) boarding or alighting from or being struck by any aircraft.

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

#### **Exposure and Disappearance**

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

If the Insured Person is not found within one (1) year after the date of the disappearance or 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 at the time of such disappearance, sinking or wrecking.

#### **Aggregate Limit of Indemnity**

\$2,500,000 is the Insurer's aggregate limit of indemnity for all losses arising out of any one (1) Accident for which coverage is provided hereunder. 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 will 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 the following sections:

Specific Loss Accident Indemnity  
Permanent Total Disability Indemnity

#### **Indemnity Payments**

Indemnity payable in the event of the Loss of Life of an Insured Person will be payable to the estate of the Insured Person except that in the event an Insured Person completed a Beneficiary Designation Card and is on file with the Policyholder, indemnity will be payable to the beneficiary or beneficiaries designated in the card. All other indemnities payable will be payable to the Insured Person, with the exception of indemnities payable under the following benefits:

Repatriation Benefit  
Funeral Expense Benefit  
Education Benefit  
Day-care Benefit  
Occupational Training Benefit  
Workplace Modification & Accommodation Benefit

#### **Individual Terminations**

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

- (1) on the date this policy is terminated;
- (2) on the premium due date if the Policyholder fails to pay the required premium for the Insured Person;
- (3) on the date the Insured Person reaches seventy (70) years of age with respect to the Weekly Accident Indemnity benefit and eighty (80) years of age with respect to other benefits; or
- (4) on the date the Insured Person ceases to be associated with the Policyholder in a capacity making such person eligible for insurance hereunder.

#### **Territorial Limits**

World-Wide

## Exclusions

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

- (1) suicide or intentionally self-inflicted Injury;
- (2) war, whether declared or not;
- (3) participation in a riot, insurrection, civil commotion or disturbance;
- (4) active full-time, part-time or temporary service in the armed forces of any country;
- (5) riding as a passenger or otherwise in any vehicle or device for aerial navigation, other than as provided in the section entitled "Aircraft Coverage";
- (6) medical treatment or surgery, except if the medical treatment or surgery was needed because of an Accident.

Nor does this policy cover expenses incurred for:

- (1) the purchase, repair or replacement of eyeglasses or contact lenses, or prescriptions therefore;
- (2) charges of a masseur;
- (3) x-rays, repair or replacement of pre-existing dentures, fillings or crowns, except as provided in the section entitled "Dental Expense";
- (4) Sickness or Disease, either as a cause or effect;
- (5) experimental drugs not approved by the governing authority having jurisdiction over the matter in the country where such drugs are prescribed and dispensed;
- (6) charges for experimental medical treatments; or
- (7) expenses incurred by an Insured Person who is not covered under any Federal or Provincial Hospital or Medical Plan.

This policy is subject to and will not contravene any Federal or Provincial statutory requirement with respect to Hospital and/or Medical plans. Benefits will be reduced under the sections of this policy entitled "Accident Reimbursement Expense" and "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.

## Claims Provisions

**Notice of Claim** Written notice of Injury on which claim may be based must be given to the Insurer within thirty (30) days after the date of the Accident resulting in such Injury. Such notice given by or on behalf of the Insured Person or beneficiary, as the case may be, to the Insurer at 1225 St-Charles Street West, Suite 200 Longueuil QC J4K 0B9 or to any Regional Office of the Insurer or to any authorized agent of the Insurer, with particulars sufficient to identify the Insured Person, will be deemed notice to the Insurer. Failure to give such notice within the time provided in this policy will not invalidate any claim if it is shown not to have been reasonably possible to give such notice during such time and that such notice was given as soon as reasonably possible, but in no event later than one (1) year after the date of the Accident.

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

**Proof of Loss** In the case of claim for loss of time from disability, written proof of such loss must be given to the Insurer within ninety (90) days after the commencement of the period for which the Insurer is liable. Subsequent written proofs of the continuance of such disability must be given to the Insurer at such intervals as the Insurer may reasonably require. In the case of claim for any other loss, written proof of Loss must be given to the Insurer within ninety (90) days after the date of Accident resulting in such Loss. Failure to give such proof within such time will not invalidate any claim if it is shown not to have been reasonably possible to give such proof during such time and that such proof was given as soon as reasonably possible, but in no event later than one (1) year after the date of the Accident.

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

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

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

Upon request of the Insured Person and subject to due proof of loss, all of the accrued indemnity for loss of time on account of disability will be paid at the expiration of each four (4) weeks during the continuance of the period for which the Insurer is liable, and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of due proof.

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

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

## General Provisions

**The Contract** This policy includes the endorsements and attached papers, if any, and contains the entire contract of insurance. No statement made by the

applicant for insurance will void the insurance or reduce benefits hereunder unless contained in a written application signed by the applicant. No agent has authority to change this policy or to waive any of its provisions. No change in this policy will be valid unless approved by an officer of the Insurer and such approval be endorsed hereon or attached hereto.

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

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

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

Unless otherwise provided in this policy, if the Policyholder cancels, earned premiums will be computed in accordance with the customary short rate table and procedures. If the Insurer cancels, earned premiums will be computed pro rata. Premium adjustment may be made at the time cancellation is

effected, and if not then made, will be made as soon as practicable after cancellation becomes effective. The Insurer's cheque or the cheque of its representative mailed or delivered as aforesaid will be sufficient tender of any refund of premium due the Policyholder.

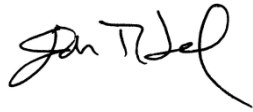
**Inspection of Records** The Insurer will be permitted to examine the Policyholder's records relating to this policy at any reasonable time, and from time to time until two (2) years after expiration of this policy or until final adjustment and settlement of all claims hereunder, whichever is the later.

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**IN WITNESS WHEREOF, SSQ Insurance Company Inc.** has caused this policy to be signed by its Chief Executive Officer and Senior Vice-President; but the same will not be binding upon the Insurer unless countersigned by its duly authorized Policy Writer.



Jean-François Chalifoux  
Chief Executive Officer



Eric Trudel  
Senior Vice-President

Countersigned by \_\_\_\_\_

Linda Tagliamonti  
Policy Writer

Date: February 20<sup>th</sup>, 2018

