Group Student Accident Insurance Policy

This **policy** contains a clause(s) which may limit the amount payable.

In return for the payment of premium expressed in the Declarations Page, **we** agree to pay the benefits set out in this Group Student Accident Insurance Policy to the persons insured hereunder, subject to the terms and conditions, which follow. **We** have issued the Group Student Accident Insurance Policy to the **policyholder**. The Group Student Accident Insurance Policy is executed as of the **policy** date which is its date of issue, and from which anniversary dates are measured. The Group Student Accident Insurance Policy is delivered in, and subject to the laws of the Province or Territories in which it is issued.

THIS GROUP STUDENT ACCIDENT POLICY PROVIDES ACCIDENT COVERAGE ONLY. THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS. READ THE POLICY CAREFULLY.

The following pages, including any riders, endorsements, schedule pages, **insured** enrollment forms, applications or amendments, are a part of this Group Student Accident Insurance Policy. **We** and the **policyholder** have agreed to all the terms of this Group Student Accident Insurance Policy. This is a legal contract between the **policyholder** and **us**.

Privacy Consent Notice:

By submitting the requested information, which may include, but is not limited to, an individual's name, address, date of birth, and medical information, you covenant and warrant that you have obtained the appropriate consent from such individual to disclose their personal information to Zurich Insurance Company Ltd and its subsidiaries and affiliates located in your country of residency or abroad (collectively, "Zurich"), for the collection, storage, use, disclosure, and processing of such personal information as may be necessary for the purposes of securing and administering the requested insurance coverage(s), including but not limited to, risk evaluation, policy execution, premium setting, premium collection, claims adjusting, administration, investigation and settlement, fraud prevention, detection and suppression, or statistical evaluation. You also covenant and warrant that you have obtained consent from the individual for Zurich's disclosure of their personal information to third parties, as required for and in relation to the above-stated purposes, including reinsurers, third party administrators, brokers, agents, claims adjusters, regulators or other governmental or public bodies, taxing authorities, industry associations, other insurers, and other third parties involved in providing insurance services ("Third Parties").

Zurich is committed to protecting the privacy and confidentiality of information provided. Personal information may be processed by and is securely stored within the offices of Zurich and authorized Third Parties, both in domestic and foreign jurisdictions outside Canada and is subject to applicable laws.

Zurich may retain personal information as needed for any of the above-stated purposes or as necessary to comply with Zurich's legal and regulatory obligations, resolve disputes, and enforce Zurich's agreements. Individuals may request to review the personal information Zurich maintains about them and make corrections by writing to: Privacy Officer, Zurich Insurance Company Ltd (Canadian Branch), 100 King Street West, Suite 5500, P.O. Box 290, Toronto, ON M5X 1C9 or by emailing privacy.zurich.canada@zurich.com.

Individuals may refuse to consent or withdraw their consent to the collection, storage, use, disclosure or processing of their personal information; however, their refusal to provide consent may result in Zurich being unable to offer and administer insurance coverage or prevent Zurich from being able to pay any claim benefits payable under the policy.

Please contact the Zurich Privacy Officer for further information regarding the collection, use, disclosure, processing and storage of personal information or for any complaints via email at privacy.zurich.canada@zurich.com. Our Privacy Policy is available at https://www.zurichcanada.com/en-ca/about-zurich/privacy-statement.

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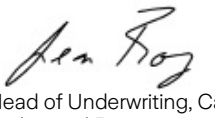
For the purpose of the *Insurance Companies Act* (Canada), this document was issued in the course of the Company's insurance business in Canada.



Head of Underwriting, Canada
Authorized Representative

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SECTION I – DEFINITIONS

The following terms, which are emphasized in bold, are defined as follows:

Accident or **accidental** means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place during the **policy** term.

Act of terrorism means an act or acts including, but not limited to, the use of force or violence and the threat thereof, including intimidating or terrorizing any government, group, association or the general public, for religious, political or ideological reasons or ends, or any attempt thereat, and does not include any **act of war**.

Act of war means war, whether declared or not, or any warlike activity, including using military force to achieve economic, geographic, nationalistic, political, racial, religious or other goals.

Aggregate limit of liability means the total benefits **we** shall pay for any **accident(s)** set forth in the Schedule of Benefits. For purposes of the aggregate limit of liability provision, **accident(s)** shall include a **covered loss(es)** arising out of a single event, related events or originating cause occurring within a one (1) day period and includes a resulting **covered loss(es)**. If the total benefits under the aggregate limit of liability is not enough to pay full benefits to each **insured person**, **we** shall pay each one a reduced benefit based upon the proportion that the aggregate limit of liability bears to the total benefits which would otherwise be paid.

Average weekly earnings means gross earnings from an employer for contract like services performed minus the fee(s) withheld by the employer in the twenty eight (28) days prior to the **accident** divided by four (4). If the **insured person** does not have gross earnings from services from their employer earned in the twenty-eight (28) days prior to the **accident**, the **insured person** is entitled to the minimum **weekly benefit amount** as shown in the Schedule of Benefits. If proof is not provided of the **insured person's** gross income and the number of weeks worked, **we** shall pay the minimum **weekly benefit amount**.

Base annual earnings means the **student's** base annual pay excluding overtime, bonuses, commissions and special compensation.

Base weekly earnings means **base annual earnings** divided by fifty two (52).

Benefit period means the time period, after the end of the **benefit waiting period**, that benefits are payable under this benefit subject to any other restrictions or limitations in the **policy**.

Benefit waiting period means the number of consecutive days at the start of a period of **continuous total disability** for which **we** shall not pay benefits.

Benefit week means a seven (7) day period beginning on the day after the maximum **benefit period** for temporary **total disability** has been reached, and on the same day of each week thereafter.

Child(ren) means the **insured's** unmarried children, including natural children from the moment of birth, step or foster children, or adopted children from the date of the final decree of adoption, who are:

- under age twenty-one (21); or
- under age twenty-six (26) if the child:
  (a) is enrolled in an accredited institution of higher learning on a full-time basis; and
  (b) relies on the **insured** for more than fifty percent (50%) of the child's support and is taken as a **dependent** on the Revenue Canada Tax Return or provincial Tax Return, of the **insured**; or
- incapable of self-sustaining employment by reason of mental or physical incapacity, and who are primarily dependent on the **insured** for support and maintenance.

We may require proof of the child(ren)'s incapacity and dependency within sixty (60) days before the child(ren) reaches the age limit specified above. **We** may request that satisfactory proof of the child(ren)'s continued incapacity and dependency be submitted to **us** on an annual basis. If the requested proof is not furnished within thirty-one (31) days of the request, such child(ren) shall no longer be considered child(ren) as of the end of that thirty-one (31) day period. Child(ren) shall only receive **coverage** if a **plan** covering child(ren) is selected.

Continuous care means at least quarterly monitoring or evaluation of the disabling condition by a **physician**.

Continuous total disability or **continuously totally disabled** means a disability that:

- prevents the **insured person** from performing the duties of any occupation for which the **insured person** qualified by reason of education, training or experience;
- requires the care and **treatment** of a **physician**; and

- requires that, and results in, the **insured person** receiving **continuous care**.

Coverage(s) means the event(s) described in Sections II and III of this **policy** to which core benefits apply. The coverages are listed on the **Declarations Page**.

Covered loss means a loss which meets the requisites of one or more core, additional or ancillary benefits, results from an **injury**, and for which benefits are payable under this **policy**.

Covered loss of use means total paralysis of a **limb** or **limbs**, which has continued for twelve (12) consecutive months and is determined by **our** competent medical authority to be permanent, complete and irreversible.

Crawford and Company means the company appointed by **us** to provide the assistance and claims services under this **policy**.

Declarations Page means the information including the Schedule of Benefits, issued to each **insured** summarizing the **coverage** and benefits of this Group Student Accident Insurance Policy. **We** shall provide the **policyholder** with a **policy** containing the Declarations Page, in either paper or electronic format, for their **insureds**, where required by provincial law. The **policyholder** may either give or make the **policy** available to the **insureds**.

Dependent means an **insured's spouse** and **child(ren)**, as defined in this section. The dependent shall only be covered, if a **plan** covering dependents is selected.

Epidemic means an outbreak of a contagious disease that spreads rapidly and widely and that is identified as an epidemic by The World Health Organization (WHO), Public Health Agency of Canada (PHAC) or any similar global or regional health authority.

Foreign National means a person who is a citizen of a country or jurisdiction other than Canada and who is not a resident of Canada.

Hospital means an institution that is licensed as an accredited hospital that is staffed and operated for the care and **treatment** of in-patients and out-patients. **Treatment** must be supervised by **physicians** and there must be registered nurses on duty twenty four (24) hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment. A hospital is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction **treatment** centre, convalescent, rest or nursing home, home for the aged or health spa.

Hospitalization or **hospitalized** means to be an inpatient in a **hospital**.

Immediate family member means **spouse**, parent, brother, sister, legal guardian, step-parent, grandparent, grandchild, natural or adopted **child**, step-child, step-brother, step-sister, aunt, uncle, niece, nephew, cousin or in-law.

Injury means sudden bodily harm sustained by an **insured person**, caused by external and **accidental** means, while this **coverage** is in effect resulting in a **covered loss**, and is independent to all other causes, including **sickness** or disease.

Insured means an individual who is eligible for **coverage** under this **policy** and is also included in the definition of **insured person.**

Insured person means any person who has insurance under the terms of this **policy** as shown in the **Declarations Page** under the section for Eligibility and Classification of Insured Persons. It may include the **insured's spouse** or **child(ren)** if a **plan** covering the **spouse** or **child(ren)** is selected.

Limb means an arm or a leg.

Pandemic means an **epidemic** over a wide global geographic area that affects a large portion of the population worldwide and that is identified by The World Health Organization (WHO), Public Health Agency of Canada (PHAC) or any similar global or regional health authority.

Permanently and totally disabled means that the **insured** is totally and continually disabled and cannot work, for any income, at any job that they are reasonably suited by education, training or experience to do. Permanent and total disability must be verified by a competent medical authority and must be expected to continue for the remainder of the **insured's** life.

Physician means a person who is a Doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that **we** recognize or are required by law to recognize, who is:

- licensed to practice in the jurisdiction where care is being given;
- practicing within the scope of that license; and
- not an **immediate family member** of the **insured person**.

Plan means the plan design as described on the **Declarations Page** and Schedule of Benefits.

Policy means this Group Student Accident Insurance Policy which includes any riders, endorsements, **Declarations Page**, Schedule of Benefits, enrollment forms, applications or amendments.

Policyholder means the group, company, or legal entity named on the front page of this **policy** and with whom **we** enter into the **policy**.

Reasonable and customary expenses means the common charge made by other health care providers or services in the same locality for the **treatment** furnished. If the common charge for a service cannot be determined due to the unusual nature of such service, **we** shall determine the amount based upon:

- the complexity involved;
- the degree of professional skill required; and
- any other pertinent factor.

We shall make the final determination of what is reasonable and customary based on all the circumstances.

Regular care and attendance means observation and **treatment** to the extent necessary under existing standards of medical practice for the condition requiring medical attention.

Service waiting period means the continuous length of time a person is required to be employed by the **policyholder** prior to being covered under this **policy**.

Sickness means illness, disease or any symptom related to that illness or disease.

Specialized aviation activity means an aircraft while it is being used for one or more of the following activities: acrobatic or stunt flying, aerial photography, banner towing, bird or fowl herding, crop dusting, crop seeding, crop spraying, endurance tests, exploration, firefighting, hang gliding, hunting, parachuting or skydiving, pipe line inspection, power line inspection, racing, skywriting, test or experimental purpose, flight on a rocket propelled or rocket launched aircraft, flight which requires a special permit or waiver from the authority having jurisdiction over civil aviation, even though granted.

Spouse if used in this **policy**, means the person: who is legally married to the **insured** or who has been living with the **insured** for a continuous period of at least one (1) year and is publicly represented as the **insured's** common law partner. A spouse shall only be a covered if a **plan** covering the **insured's spouse** is selected.

Student means the **insured person** who is eligible for this insurance and are designated under the Class defined in the **Declarations Page**.

Therapeutic counseling means **treatment** or counseling provided by a licensed therapist or counselor who is registered or certified to provide psychological **treatment** or counseling.

Treatment means **hospitalization**, medical, therapeutic, diagnostic or surgical services or procedures prescribed, performed or recommended by a **physician** or other licensed medical practitioner including, but not limited to, prescribed medication, investigative testing and surgery related to any medical condition, **injury**, or **sickness**.

Total disability or **totally disabled** means that the **insured person** is: unable to perform the substantial and material duties of their regular occupation and is attended to, on a regular basis, by a duly licensed **physician**, other than the **insured person** or their **immediate family member**.

Transportation means conveyance from one place to another by private or public **motorized vehicle**, bus, train, boat, ferry, airplane or helicopter.

We, **us**, **our** and the **Company** refers to Zurich Insurance Company Ltd.

Weekly benefit amount means the lesser of seventy percent (70%) of the **average weekly earnings** or the maximum weekly benefit amount. In no event shall the weekly benefit amount be less than the minimum weekly benefit amount.

Zurich Assistance means the claims and assistance provider, appointed by **us** to perform all assistance services and administer claims on **our** behalf under this **policy**.

SECTION II – COVERAGE

24-Hour Worldwide Accident Protection Passenger Only, Excluding Any Corporate Owned or Leased Aircraft and Substitute Aircraft (H-1)

We shall pay the **insured person** or beneficiary a lump sum payment up to the maximum amount shown in the Declarations Page on the Schedule of Benefits, in accordance with the percentage stated, if any **insured person** suffers an **injury** from an **accident** resulting in a **covered loss** anywhere in the world, subject to the terms, conditions, limitations and exclusions under this **policy.**

Coverage Limitations

Air travel **coverage** is limited to a loss sustained during a trip, while the **insured person** is a passenger, riding in or on, boarding or getting off:

1. Any civilian aircraft with a current and valid normal, transport, or commuter type standard airworthiness certificate as defined by Transport Canada Civil Aviation or its successor or an equivalent certification from a foreign government. This aircraft must be operated by a pilot with a current and valid:
    - medical certificate; and
    - pilot certificate with a proper rating to pilot such aircraft.
2. Whose design and customary and regular purpose is for transporting passengers.

Coverage Exclusions

Coverage is not provided:

1. If the **insured person** is the pilot, operator, member of the crew or cabin attendant of any aircraft.
2. For any aircraft which is operated by the Canadian Armed Forces or the Armed Forces of any foreign government.
3. For any loss, caused by, contributed to, resulting from riding in or on, boarding, or getting off:
    - any aircraft owned, controlled by, or under lease to the **policyholder**, to an **insured**, or a member of an **insured person's** family or household;
    - any aircraft operated by the **policyholder** or one of the **policyholder's** employees including members of an employee's family or household;
    - any aircraft engaged in a **specialized aviation activity**;
    - any conveyance used for tests or experimental purposes, or in a race or speed test.

SECTION III – CORE BENEFITS

The following **coverages** and benefits only apply if included on the **policy Declarations Page** within the Schedule of Benefits and up to the maximum amount stated. All **coverages** and benefits are subject to the General Limitations and General Exclusions unless stated otherwise.

Accidental Death Benefit

If an **insured person** suffers a loss of life as a result of an **injury**, **we** shall pay the applicable Principal Sum. The death must occur within 365 days of the **injury**.

Standard Accidental Dismemberment, Loss of Use and Plegia Benefit

If an **injury** to an **insured person** results in any of the following **covered losses**, **we** shall pay the benefit amount based on the Principal Sum of the person suffering the **covered loss** as shown in the Schedule of Benefits. The **covered loss** must occur within 365 days of the **accident**.

For purposes of this benefit, **covered loss** means:

a. for a foot or hand, actual severance through or above an ankle or wrist joint;
b. actual severance through or above the metacarpophalangeal joint of a thumb or index finger;
c. total and permanent loss of sight;
d. total and permanent loss of speech;
e. total and permanent loss of hearing.

Plegia must continue for twelve (12) consecutive months and be determined by **our** competent medical authority to be permanent, complete and irreversible paralysis of the **limb(s)** indicated on the Schedule of Benefits. Proof of total paralysis may be required by **us** on a periodic basis. Benefits are not payable for paralysis caused by a stroke.

Exposure and Disappearance Benefit

If an **insured person** is exposed to weather because of an **accident** and this results in a **covered loss**, **we** shall pay the applicable Principal Sum, subject to all **policy** terms.

If the conveyance in which an **insured person** is riding disappears, is wrecked, or sinks, and the **insured person** is not found within 365 days of the event, **we** shall presume that the person lost their life as a result of **injury**. If travel in such conveyance was covered under the terms of this **policy**, **we** shall pay the applicable Principal Sum, subject to all **policy** terms. **We** have the right to recover the benefit if **we** find that the **insured person** survived the event.

Babysitting Benefit

If an **insured person** requires and receives **treatment** for an **injury** by a **physician** and is confined to home following the **accident, we** will pay for a babysitter to tend to the **insured person** during normal school hours or during the **insured person's** workday if the **insured person** is unable to do so. The babysitter must be at least eighteen (18) years of age and not an **immediate family member**. This benefit is subject to an hourly maximum equal to the provincial minimum wage and an aggregate limit per **insured person** during the term of this **policy**, as stated in the Schedule of Benefits.

Tuition Expense Benefit

If an **insured person** suffers an **injury** resulting in a **covered loss**, which is payable under the **Accidental** Dismemberment and Plegia Benefit, **we** will pay an additional benefit provided that within fourteen (14) days from the date of the **accident** which caused the **injury**, the **participant** has been confined to their residence or **hospital** for a period in excess of twenty (20) consecutive days**.** The maximum amount payable for this benefit is specified in the Schedule of Benefits.

We will pay for the following expenses, which were incurred within six (6) months immediately following the date of the **accident** which caused the **injury:**

- the tutorial services of a qualified teacher, other than a relative of the **insured person,** who holds a current Provincial Department of Education Teaching Certificate for the grade attained by the **insured person** at a rate not to exceed the amount specified in the table above.
- the rental of necessary equipment and required software as suggested and approved by the Board of Education in which the **insured person** is in attendance.

Wage Loss Benefit

If an **insured person** who is actively employed by a business for wages on a part time basis, suffers an **injury** which renders them **totally disabled**, and is unable to perform all the duties of the job, they will be covered for 75% of the **insured person's** hourly wage during the **total disability** provided:

- The **insured person** has been continuously employed prior to the date of the **accident**;
- The **total disability** occurs within thirty (30) days of the date of the **injury**;
- The **insured person** has satisfied the **benefit waiting period** of fourteen (14) days; and
- The **insured person** is being attended by a duly licensed **physician**, other than a family member.

Benefits will be payable from the eighth (8^{th}) day of the **total disability**, to the maximum stated in the table above during the term of this **policy**.

Payments will begin on the first day after the **benefit waiting period** and will continue for as long as the **insured person** is **totally disabled** and employed under the same employment contract under which the **insured person** suffered the **injury**; benefit payment will not exceed the **benefit period** of fifty-two (52) weeks. The amount of the payments will be equal to 75% of the **insured person's base weekly earnings** reduced by:

1. Workers' Compensation Disability Benefit or its equivalent in a province or territory;
2. Employment Insurance Disability Benefits, or its equivalent in a province or territory;
3. Group Disability Benefits sponsored by the **policyholder**;
4. The amount of any disability income benefits from any automobile or no-fault **policy** or insurance.

Smartphone or Tablet Benefit

We shall pay an additional benefit of up to the amount described in the Schedule of Benefits, per calendar year to reimburse the **insured person** for the cost to repair or replace the smartphone or tablet if the **insured person's** smartphone or tablet is damaged at the time of an **injury**.

The **insured person** must provide proof of receipt for repair or replacement of the smartphone or tablet within the specified timeframe indicated in the Schedule of Benefits from the date of the covered **accident**.

Therapeutic Counseling Benefit

If a **participant** suffers an **injury** resulting in a **covered loss**, which is payable under the **Accidental** Death or **Accidental** Dismemberment and Plegia Benefit, and the **participant** requires **therapeutic counseling**, **we** will reimburse the charges for such counseling, to the individual who incurs the expense, provided:

1. All terms and conditions of the **policy** are met;
2. **Therapeutic counseling** begins within ninety (90) days of the **covered accident**;
3. **Therapeutic counseling** must be received within one (1) year from the date of the **covered loss**.

The maximum amount payable under this benefit is described in the Schedule.

Dental Accident Expense Benefit

If an **insured person** suffers an **injury** which causes them to require **treatment** for damage to **sound natural teeth**, **we** shall pay a Dental **Accident** Expense Benefit for the **reasonable and customary** expenses incurred for the **medically necessary treatment**, replacement, or diagnosis in excess of the **deductible** described in the Schedule of Benefits, provided:

a. damage to the teeth occurs within thirty (30) days of the **covered injury**;
b. the expenses are actually incurred and paid within twenty-six (26) weeks of the **covered injury**; and
c. the services are performed by a licensed dentist or dental surgeon.

We shall not cover expenses under the Dental **Accident** Expense Benefit for the replacement, adjustment or repair of existing dentures (except as otherwise provided herein), bridges, dental implants, dental bands or braces or other dental appliances.

Comprehensive Medical Accident Expense Benefit

When by reason of **injury**, an **insured person** requires and receives medical **treatment** within thirty (30) days from the date of the **accident** and incurs expenses for any of the following services or supplies, while under the **regular care and attendance** of a **physician** with respect to Items 1 to 7:

1. **Hospital** charges for the difference between the public ward allowance under the **insured person's** Provincial **Hospital** Plan and the semi-private accommodation charge (private accommodation charge if recommended by a **physician**);
2. Expenses for the services of a nurse ordered or prescribed by a **physician**, provided such nurse is not an **immediate family member** of the **insured person**, subject to the maximum indicated in the Schedule of Benefits;
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 duly licensed or duly registered physiotherapist or chiropractor for **treatment** ordered or prescribed by a **physician**, provided such physiotherapist or chiropractor is not an **immediate family member**, subject to the maximum shown in the Schedule of Benefits;
5. Expenses for a licensed ground 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 the maximum indicated in the Schedule of Benefits, 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 the maximum stated in the Schedule of Benefits, 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 the maximum stated in the Schedule of Benefits;

We 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 total maximum amount payable stated in the Schedule of Benefits as the result of any one (1) **accident**.

NOTE: **We** will not cover expenses under the Dental **Accident** Expense Benefit and the Medical **Accident** Expense Benefit for:

- any expenses covered by workers' compensation;
- any expenses covered by a **government health insurance plan**;
- any services of a Federal, Veteran's, Provincial or Municipal **hospital** for which a **participant** is not liable for payment;
- expenses which are more than **reasonable and customary**;
- cosmetic, plastic, or restorative dental **treatment** unless **medically necessary** for the **treatment** of the **covered injury;**
- expenses which the **insured person** recovers in a settlement or court judgment;
- expenses which are covered under any other insurance of any kind;
- expenses which the **insured person** is not legally obligated to pay;
- expenses that are not **medically necessary** for the **treatment** of the **injury**.

SECTION IV – GENERAL EXCLUSIONS

Benefits shall not be provided under the **policy** for any **injury** or **covered loss** if it is caused by, contributed to, or results from:

1. Suicide or attempted suicide while sane or insane or from an intentional self-inflicted injury or attempt thereat.
2. Any **act of war**, whether declared or undeclared.
3. Involvement in any type of **active** military service.
4. Illness or disease regardless of how contracted, medical or surgical **treatment** of an illness or disease, or complications following the surgical **treatment** of an illness or disease.
5. Participation in the commission or attempted commission of a crime, any felony, an assault, insurrection or riot.
6. Parasailing, bungee jumping, heli-skiing, scuba diving or any other extra-hazardous activity.
7. Alcohol, Drugs, or Other Toxic Substances

   Sickness, death or **injury** sustained as a result of:

   a. abuse of alcohol, drugs, medication, or other toxic substances;
   b. non-compliance with prescribed medical **treatment** or therapy;
   c. operating any vehicle or means of **transportation** while under the influence of alcohol when the **insured person's** blood alcohol level is more than eighty (80) mg of alcohol per hundred (100) ml of blood. An autopsy report from a licensed medical examiner, law enforcement officer report, or similar items shall be considered proof of intoxication.
8. Piloting or operating any aircraft, or you are a cabin attendant or member of the crew of any aircraft except as a fare-paying passenger on a regularly scheduled charter or commercial flight.
9. Release, whether **accidental** or not, or by any person unlawfully or intentionally, of nuclear energy or radiation, including **sickness** or disease resulting from such release.

10. A cardiovascular event or stroke caused by exertion prior to or at the same time as an **accident**.

11. Alcoholism, drug addiction or the use of any drug or narcotic except as prescribed by a licensed medical provider operating within their scope of authority.

12. Medical **treatment** within Canada at a private **hospital**.

13. Benefits are not payable for costs incurred due to, contributed to by, or resulting from an **epidemic** or **pandemic**.

14. Involvement in any kind of daily occupational work or activity related to underground mining operations.

SECTION V – GENERAL LIMITATIONS

Limitation on Multiple Covered Losses

If an **insured person** suffers more than one loss pertaining to the **Accidental** Death Benefit, or **Accidental** Dismemberment, **Loss of Use** and Plegia Benefit, as a result of the same **accident**, **we** shall pay only one benefit, the largest benefit.

Limitation on Multiple Benefits

If an **insured person** is able to recover benefits from another party, for more than one of the **coverages** or benefits as stated in the Schedule of Benefits, as a result of the same **accident**, the maximum total **we** shall pay for these benefits is the **insured person's** Principal Sum.

Aggregate Limit

We shall not pay more than the **aggregate limit of liability** stated in the Declarations Page for a specific **coverage.**

SECTION VI- TERMINATION OF INSURANCE

Termination by the Policyholder

The **policyholder** may terminate this **policy** on the first renewal date or at any time after that date by delivering to **us,** a written notice to end this **policy** at least thirty (30) days in advance of such termination. **We** shall calculate and return the unearned premium, if any, on a proportional basis for the **policy** period that is in excess to the earned premium. The **policyholder** shall send **us** any additional amounts owed, if any, between the **policy's** paid to date and the official date of termination.

Termination by Us

We may terminate this **policy** by giving the **policyholder** at least thirty (30) days' notice of **our** intent to terminate. Such notice shall state the exact date the **policy** shall terminate. **We** may also end this **policy** for non-payment of premium on any premium due date if the payment is not received prior to the end of the Grace Period. **We** shall mail a notice of such termination to the **policyholder's** last address shown in **our** records.

SECTION IX – HOW TO FILE A CLAIM

Notice

You or someone on **your** behalf, must provide **us** with written notice of the **covered loss** within ninety (90) days of such **covered loss**. The notice must include the name of the **insured person** who sustained the **injury**, the name of the primary **insured**, and the **policy** number. To request a claim form, the **insured person** or someone on their behalf must contact **us** by email or through the claims portal listed below. The notice must name the **insured person** and the **policy** number. Notice can be sent digitally or mailed to the addresses provided below.

To access the Digital First Notice of Loss Portal: https://ca-uat-fnol-users-ui.claims.global/zurichcanada
Email: ZurichGroup@crawco.ca
Address: Zurich Group Claims C/O Crawford & Company
100 Milverton Drive, Suite 300
Mississauga, Ontario L5R 4H1

Note: Notice to **our** agents is considered notice to **us**.

Claim Forms

We shall send the claimant proof of **covered loss** forms within fifteen (15) days after **we** receive notice. If the claimant does not receive the proof of **covered loss** form in fifteen (15) days after submitting notice, they can send **us** a detailed written report of the claim and the extent of the **covered loss**. **We** shall accept this report as a proof of **covered loss** if sent within the time fixed below for filing a proof of **covered loss**.

Proof of Covered Loss

Written proof of **covered loss**, acceptable to **us**, must be sent within ninety (90) days of the **covered loss**. Failure to furnish proof of **covered loss** acceptable to **us** within such time shall neither invalidate nor reduce any claim if it was not reasonably possible to furnish the proof of **covered loss**, and the proof was provided as soon as reasonably possible.

SECTION VII – PAYMENT OF CLAIMS

Time of Payment

We shall pay claims for all **covered losses**, other than **covered losses** for which this **policy** provides any periodic payment, upon receipt of written proof of loss that is acceptable to **us**. Unless an optional periodic payment is stated or chosen, any **covered loss** to be paid in periodic payments shall be paid at the end of each four-week period. The unpaid balance, which remains when **our** liability ends, shall then be paid when **we** receive the proof of **covered loss** that is acceptable to **us**.

Payment of Benefits

1. Loss of Life of an **Insured:**

   Covered losses resulting from the **insured**'s death are paid to the named beneficiary at the time of death. If there is no beneficiary named or the named beneficiary predeceases or dies at the same time as the **insured**, **we** shall pay the benefit to the beneficiary named by the **insured** for the **policyholder**'s Group Life Insurance policy. If there is no beneficiary named by the **insured** for the **policyholder**'s Group Life Insurance policy, or the named beneficiary predeceases or dies at the same time as the **insured**, **we** shall pay the benefit to the **insured's** survivors in the following order:

   a. the **insured**'s legally married **spouse**;
   b. the **insured's child(ren)**;
   c. the **insured's** parents;
   d. the **insured's** brothers and sisters;
   e. the **insured's** estate.

2. Loss of Life of an **Insured Person** (**Dependents**):

   Covered losses for the death of a covered **dependent** shall be paid to the **insured**. If the **insured** pre-deceases or dies at the same time as the **dependent**, the benefit shall be paid to the beneficiary unless the beneficiary designation has not been made or the beneficiary is no longer living at the time of death. In such case, the benefits shall be paid to the **insured**'s estate.

3. All Other Claims:

   Benefits are to be paid to the **insured person**. The direction may be changed by the **insured person** at any time up to the filing of the proof of **covered loss**.

4. Foreign National:

   If a **foreign national** is entitled to benefits for a **covered loss** and **we** are unable to make payment directly to them because of legal restrictions in the country or jurisdiction where such **foreign national** is located, **we** shall either: (1) pay the benefits to a bank account owned by the **foreign national** in Canada; or (2) if no such bank account is established or maintained, **we** shall pay the benefits to the **policyholder** on behalf of the **foreign national**. It shall then be the responsibility of the **policyholder** to remit the benefit to such **foreign national**. Payment of the benefit to the **policyholder** shall release **us** from any further liability to the **foreign national**. If the **policyholder** does not remit the payment to the **foreign national**, the **policyholder** shall indemnify **us** and hold **us** harmless against any and all liability incurred by **us** including, but not limited to, interest, penalties, and legal fees in connection with, arising or resulting from such failure to remit payment. The **policyholder** shall not be considered the beneficiary under the **policy** if payment is made to the **policyholder** in accordance with this provision.

Physical Examination and Autopsy

We have the right to examine an **insured person** when and as often as **we** may reasonably request while the claim is pending. Such examination shall be at **our** expense. **We** can have an autopsy performed unless forbidden by law.

Choice of Service Provider

The **insured person** has the sole right to choose their duly licensed **physician** and **hospital**.

Right To Complain

If there is any occasion when this **policy** (or related service) does not meet expectations, please contact **us** so that **we** can address concerns quickly. Zurich Canada has a complaint handling program that reflects its commitment to providing a simple, professional and timely complaint handling procedure. **You** may obtain a copy of Zurich's complaint handling program by calling: 416-586-6773 or toll free at: 800-387-5454 ext.6773, or from **our** website: https://www.zurichcanada.com/en-ca/about-zurich/complaint.

SECTION VIII – GENERAL POLICY CONDITIONS

1. Beneficiaries:

   The **insured** has the sole right to name a beneficiary. The beneficiary has no interest in the **policy** other than to receive certain payments. The **insured** may change the beneficiary at any time unless they have assigned the interest in the **policy**. In such case, the person to whom they have assigned the interest in this **policy** may have the right to change the beneficiary. Consent to a change by a prior beneficiary is not needed unless the previous beneficiary was designated as irrevocable. Any beneficiary designation must be in writing on a form acceptable to **us**.

2. Change or Waiver:

   A change or waiver of any terms or conditions of this **policy** must be issued by **us** in writing and signed by one of **our** executive officers. No agent has authority to change or waive **policy** terms or conditions. A failure to exercise any of **our** rights under this **policy** shall not be deemed as a waiver of such rights in the same or future situations.

3. Clerical Error:

   A clerical error or omission shall not increase or continue an **insured's coverage**, which otherwise would not be in force. If an **insured** applies for insurance for which they are not eligible, **we** shall only be liable for any premiums paid to **us**.

4. Conformity with Statute:

   Terms of this **policy** that conflict with the laws of the province or territory where it is delivered are amended to conform to such laws.

5. Entire Contract:

   This **policy**, the **policyholder** application, **insured** enrollment materials, and any attachments represent the entire insurance contract between the **policyholder** and **us**.

6. Grace Period:

   Premiums are due for this **policy** on or before the premium due date or renewal date, whichever applies. If the **policyholder** does not pay a renewal premium when it is due, there is a thirty-one (31) day Grace Period to pay. During the Grace Period, the **policy** shall stay in force. The **policyholder** shall not have a Grace Period if **we** have given notice, at least thirty (30) days in advance, that **we** are going to terminate this **policy**.

7. **Declarations Page** and Schedule of Benefits:

   We shall give to the **policyholder** a **Declarations Page** containing a Schedule of Benefits, in either paper or electronic format, for their **insureds**, where required by law. The **policyholder** shall either give or make these Declarations available to the **insureds**. Such Declarations shall contain a summary of terms that affect benefits.

8. **Policyholder** Records:

   The **policyholder** shall keep a record of the **coverage**, premium and other pertinent administrative information for each **insured**, which, if acceptable to **us** shall be deemed to be a part of the **policy**. **We** may examine these records at reasonable times while the **policy** is in force and for six years after the termination of the **policy**. The **policyholder** shall report to **us** within a reasonable time all changes in information regarding an **insured**. The **policyholder** shall indemnify **us** for any benefits or other payments that are caused in whole or in part by the **policyholder's** negligence or error in performing the record keeping function.

9. Suit Against **Us**:

   No action on this **policy** may be brought until sixty (60) days after written proof of **covered loss** has been sent to **us**. Any action must commence within three (3) years of the date the written proof of **covered loss** was required to be submitted. If the law of the province or territory where the **insured person** lives makes such limit void, then the action must begin within the shortest time period permitted by law. In those provinces where binding arbitration is allowed, binding arbitration shall supersede this provision. 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, Manitoba and British Columbia), the *Limitations Act, 2002* (Ontario) or other applicable provincial legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

10. Renewal:

    This **policy** shall automatically renew for an additional twelve (12) month period unless either party expresses its intent not to renew as specified by the **policy** termination provisions.

11. Assignment of Interest:

    A transfer of interest is binding when **we** receive written notice on a form acceptable to **us**. **We** have no duty to confirm that a transfer is valid.

12. Arbitration:

    Any contest to a claim denial under this **policy** shall be settled by arbitration administered by the Canadian Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration shall occur at the offices of the Canadian Arbitration Association nearest to the **insured person**. The arbitrator(s) shall not award consequential or punitive damages in any arbitration under this section. This provision does not apply if the **insured person** is a resident of a province where the law does not allow binding arbitration in an insurance **policy**, but only if this **policy** is subject to its laws. In such a case, binding arbitration does not apply. This provision bars the institution of lawsuit by the **insured person**.

13. Newly Acquired Corporation:

    If the **policyholder** acquires a corporation through stock purchase, exchange of stock or otherwise, and notifies **us** of such acquisition within ninety (90) days thereafter, the eligible employees of the newly acquired corporation shall be insured under this **policy** as of the effective date of such acquisition.

    If the **policyholder** does not notify **us** and provide **us** with the underwriting information necessary for **us** to determine the amount of additional premium required, if any, within the ninety (90) days, or does not pay such additional premium, if any, as required, the **coverage** for the employees of the newly acquired corporation shall terminate. However, the **policyholder** shall be liable for the payment of any premium required for the period such **coverage** was in effect.

Note: The above reporting provision only applies to corporations with more than two hundred (200) employees. For corporations two hundred (200) employees or less, reporting of such acquisition shall not be required, and **coverage** shall be automatic for the duration of the **policy** term.