AIG Insurance Company of Canada
120 Bremner Boulevard, Suite 2200
Toronto, ON M5J 0A8
www.aig.com

Group Insurance Contract

Policy Number: SRG 9140579A

AIG Insurance Company of Canada

(herein called the Company)

DECLARATIONS

1. **Name of Policyholder:** Plan Major - PLAN D

2. **Effective Date**: 12:01 a.m. local time at the Policyholder's address on the 1st day of September 2026.

3. **Expiration Date:** 12:01 a.m. local time at the Policyholder's address on 1st day of September 2027.

4. **Plan:** **SPECIAL RISK – 24 HOUR COVERAGE**

5. **Eligible Classes of Insured Persons:**

   - individuals who are under the age of eighty-five (85); who are a member of one (1) of the following classes of individuals:

   Class 1: All admissible students whose names appear in the Policyholder's files.

6. **Premium Frequency:** Annual

7. Premium Rates and Principal Sums:

Class of Eligible Member	Estimated number of eligible Insured Persons	Principal Sum for Each Eligible Insured Person	Type of Coverage	Benefits Available to the Class of Eligible Member
Class I		$10,000	24 hours	Accidental Death & Dismemberment

8. Aggregate Limit Per Accident: **$500,000** any one (1) accident

In consideration of the payment of premiums by the Policyholder, the Company agrees to provide the benefits specified in this contract to persons within the Eligible Class of Members, subject at all times to the terms, limitations, exclusions and conditions of this contract.

Issue Date: August 25, 2026/er

Countersigned by_____

Authorized Representative

DECLARATIONS **1**

SECTION 1 DEFINITIONS **4**

1.1 DEFINITIONS 4

SECTION 2 TERM OF COVERAGE **6**

2.4 TERMINATION OF INDIVIDUAL INSURANCE COVERAGE 7

SECTION 3 PREMIUM **7**

SECTION 4 POLICYHOLDER'S OBLIGATIONS **8**

4.1 INFORMATION TO BE PROVIDED TO INSURED PERSONS 8
4.2 INFORMATION TO BE FURNISHED ABOUT INSURED PERSONS 8
4.3 ACCESS TO RECORDS 8

SECTION 5 PRIMARY BENEFITS **8**

5.1 ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT 8
5.2 TABLE OF LOSSES 9
5.3 DISAPPEARANCE 9

SECTION 6 ADDITIONAL BENEFITS **10**

6.1 ACCIDENTAL PARA-MEDICAL EXPENSE REIMBURSEMENT BENEFIT 10
6.2 ACCIDENTAL DENTAL EXPENSE REIMBURSEMENT 11

SECTION 7 BENEFICIARY DESIGNATION **13**

SECTION 8 EXCLUSIONS AND LIMITATIONS **13**

8.1 LIMITATIONS 13
8.2 AGGREGATE LIMIT PER ACCIDENT 13
8.3 EXCLUSIONS 13

SECTION 9 GENERAL PROVISIONS **15**

9.1 THE CONTRACT 15
9.2 AMENDMENTS 15
9.3 WAIVER 15
9.4 RIGHT TO RETURN POLICY 15
9.5 NOTICE 15
9.6 NOTICE AND PROOF OF CLAIM 16
9.7 FAILURE TO GIVE NOTICE OR PROOF 16
9.8 RIGHT OF EXAMINATION 16
9.9 WHEN MONEYS PAYABLE 16
9.10 LIMITATION OF ACTIONS 16
9.11 PAYMENT OF CLAIMS 16

SECTION 10 ADDITIONAL PROVISIONS **17**

10.1 CURRENCY 17
10.2 ASSIGNMENT 17
10.3 NON-PARTICIPATING 17
10.4 GOVERNING LAW 17
10.5 CONFORMITY WITH APPLICABLE LAW 17

SECTION 1
DEFINITIONS

1.1 DEFINITIONS

In this policy the following terms have the following meanings:

"Aircraft" means a vehicle used for aerial navigation which has a valid certificate of airworthiness and is being flown by a pilot with a valid license to operate the Aircraft.

"Charter Flight" means air travel that is chartered for a specific trip, or part of a trip, and the air travel is not part of an airline's regularly scheduled flight.

"Declarations" means the Declarations relating to this contract set out on page one (1) of this document.

"Dependent Child" means a person who is either the natural child (legitimate or illegitimate) of the Insured Person, or adopted child of the Insured Person, or step-child of the Insured Person, or an infant to which the Insured Person is "*in loco parentis*", and who is:

(a) under twenty-three (23) years of age, unmarried and dependent upon the Insured Person for maintenance and support and who is not engaged in gainful employment more than twenty-five (25) hours per week at the time of Loss;

(b) under twenty-six (26) years of age and unmarried and in attendance at an Institution of Higher Learning and dependent upon the Insured Person for maintenance and support and who is not engaged in gainful employment more than twenty-five (25) hours per week at the time of Loss; or

(c) by reason of mental or physical infirmity, incapable of self-sustaining employment and who is considered a Dependent Child of the Insured Person within the terms of the Income Tax Act (Canada).

"Effective Date" means the date stipulated as the Effective Date in the Declarations.

"Hospital" means an establishment which:

(a) holds a licence as a Hospital (if licencing is required in the jurisdiction);

(b) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;

(c) provides twenty-four (24) hour a day nursing service by registered or graduate nurses;

(d) has a staff of one (1) or more licenced Physicians available at all times;

(e) provides organized facilities for diagnosis, and major medical surgical facilities;

(f) is not primarily a clinic, nursing, rest or convalescent home or similar establishment; and

(g) is not, other than incidentally, a place for the treatment of alcohol or drug addiction.

"Immediate Family" means a person who is related to the Insured Person in any of the following ways: a Spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (including legally adopted or stepchild).

"Injury" means bodily Injury which is sustained by an Insured Person as a direct result of an unintended unanticipated accident, provided such accident is external to the body and occurs while the Insured Person's insurance under this contract is in force.

"Institution of Higher Learning" as used herein includes, but is not limited to, any university, private post secondary college or trade school, and any College of General and Vocational Education/ Collège d'enseignement général et professionnel (CÉGEP).

"Insured Person" means an individual who belongs to a class of Eligible Insured Persons or Insured Members specified in the Declarations provided such individual's name is on file with the Policyholder as being insured under this contract.

"Leased Aircraft" means an aircraft owned by a person other than the Insured Employee's Employer that is used by the Policyholder or such Employer under the terms of a fixed agreement for a specified duration of time..

"Loss" when used with reference to:

(a) **"Quadriplegia"**, **"Paraplegia"**, and **"Hemiplegia"** means the complete and irreversible paralysis of such limbs;

(b) **"Hand"** or **"Foot"** means the complete severance through or above the wrist or ankle joint, but below the elbow or knee joint;

(c) **"Arm"** or **"Leg"** means the complete severance through or above the elbow or knee joint;

(d) **"Thumb and Index Finger"** means the complete severance through or above the first (1st) phalange;

(e) **"Fingers"** means the complete severance through or above the first (1st) phalange of all four (4) Fingers of One (1) Hand;

(f) **"Toes"** means the complete severance of both phalanges of all the Toes of One (1) Foot;

(g) **"The Entire Sight of One (1) Eye"** means the total and irrecoverable Loss of Sight such that corrected visual acuity must be 20/200 or less in such eye;

(h) **"The Entire Sight of Both Eyes"** means the total and irrecoverable Loss of Sight in both eyes such that corrected visual acuity must be 20/200 or less and the field of vision must be less than twenty (20) degrees in both eyes. A Physician certified in Ophthalmology must clinically confirm the diagnosis in writing;

(i) **"Hearing in One (1) Ear"** means the diagnosis of permanent Loss of Hearing in One (1) Ear, with an auditory threshold of more than ninety (90) decibels. A Physician certified in Otolaryngology must confirm the diagnosis in writing;

(j) **"Hearing"** means the diagnosis of permanent Loss of Hearing in Both Ears, with an auditory threshold of more than ninety (90) decibels in each ear. A Physician certified in Otolaryngology must confirm the diagnosis in writing;

(k) **"Speech"** means complete and irrecoverable Loss of the ability to utter intelligible sounds; and

(l) **"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.

"Loss" when used herein may also include "Loss of Life".

"Owned Aircraft" means an aircraft to which the Policyholder or the Employer (or a related company, subsidiary, affiliate, parent company, principal, officer or employee or family member of an officer or employee of the Policyholder, the Employer or such entity) holds legal or equitable title such that the Policyholder, Employer or such entity or person can use, alter or sell the aircraft as they wish.

"Physician" means a medical doctor, other than the Insured Person or the Insured Person's Immediate Family, who is licenced to administer medical treatment and prescribe drugs in the place where he or she provides medical services. The following are not considered to be Physicians, naturopath, herbalist and homeopath.

"Principal Sum" means that amount specified in the Declarations as the "Principal Sum" for the Class of Eligible Members to which an Insured Person belongs.

"Private Passenger Type Automobile" means any means of transportation not operated for commercial purposes, designed to carry passengers and that is pulled, propelled or fuelled in any way, including cars, trucks, motorcycles, mopeds, snowmobiles or boats.

"Sanctioned Activity" means an event or activity which takes place at the direction and with the approval of the Policyholder.

"Spouse" means a person who is under the age of eighty-five (85) and who is either:

(a) legally married to the Insured Person, or if there is no such person;

(b) a person who, although not legally married to the Insured Person, is cohabitating with the Insured Person for a period of at least one (1) year and is publicly represented as the Insured Person's domestic partner in the community in which they reside.

"Table of Losses" means the table set out in Section 6.2 of this contract.

"The Company" means AIG Insurance Company of Canada.

"Total Disability" or "Totally Disabled" means a state of incapacity of the Insured Person resulting from an Injury that requires treatment by a Physician within thirty (30) days of the date of the accident causing Injury and which prevents the Insured Person from performing, in any setting, the essential duties of any occupation for which the Insured Person has the minimum qualifications.

SECTION 2
TERM OF COVERAGE

2.1 TERM OF CONTRACT

This contract commences on the Effective Date and, unless otherwise terminated or cancelled in accordance with the terms of this contract, it shall continue in effect until the last day of the period for which premium has been paid.

2.2 TERMINATION OF CONTRACT

(a) The Policyholder may terminate this contract by giving at least thirty-one (31) days advance written notice to the Company by registered mail at the Company's Head Office which termination shall be effective at 12:01 am at the Policyholder's address on the date set out in such notice. In the event that this contract is terminated by the Policyholder, the Company shall refund the amount of premium, if any, paid in excess of the short rate premium for the time this contract was in effect, according to the short rate table in use by the Company at the time of termination.

(b) The Company may terminate this contract effective at any time by providing at least thirty-one (31) days advance written notice of termination to the Policyholder which termination shall be effective at 12:01 am at the Policyholder's address on the date set out in such notice. A notice of termination given to the Policyholder by the Company shall be binding on each Insured Person as if such notice had been sent directly to each Insured Person. A pro rata premium shall be paid by the Policyholder for any fraction of a month for which this contract is in effect.

2.3 EFFECTIVE DATE OF INDIVIDUAL INSURANCE COVERAGE

The insurance of an individual shall take effect on the later of:

(a) the date such person satisfies the definition of Insured Person;

(b) the date requested by the Policyholder; and

(c) the Effective Date of this contract.

If a person enters an Eligible Class of Insured Person, as specified in the Declarations, or changes from one (1) such class to another, any consequential change in coverage hereunder shall take effect on the Effective Date of the change.

2.4 TERMINATION OF INDIVIDUAL INSURANCE COVERAGE

The insurance of an Insured Person shall immediately end on the earliest of:

(a) the date he or she no longer satisfies the definition of Insured Person;

(b) the date he or she no longer belongs to an Eligible Class of Insured Person specified in the Declarations; and

(c) the date this contract terminates.

SECTION 3
PREMIUM

(a) If the Policyholder has elected to pay premium monthly, all required premium shall be paid by the Policyholder in arrears and by no later than the fifteenth (15^{th}) day of each month commencing with the month following the month in which the Effective Date occurs.

(b) If the Policyholder has elected to pay premium annually, all required premium shall be paid by the Policyholder on or before the sixtieth (60^{th}) day after the Effective Date. In the event of a change in coverage any additional premium must be paid on or before the sixtieth (60^{th}) day after the Effective Date of such change.

(c) If all the required premium is not paid during the applicable period set out in Section 3 (b), this contract and the coverage hereunder does not come into effect. If all the premium is not paid as required under Section 3 (a), this contract terminates at the end of the period permitted under such Section for the payment of premium and the Policyholder shall owe and shall pay to the Company all the premiums accruing up to the date of termination of this contract.

(d) The Company may, by notifying the Policyholder, alter the rate stipulated in the Declarations at which premiums shall be computed. The Company shall provide the Policyholder with at least sixty (60) days advance written notice of any such change in rates.

SECTION 4
POLICYHOLDER'S OBLIGATIONS

4.1 INFORMATION TO BE PROVIDED TO INSURED PERSONS

The Policyholder shall inform Insured Persons regarding the coverage which is provided under this contract and regarding the limitations of and exclusions from such coverage. This shall be done in a document, whether in written or electronic form, which shall be provided by the Policyholder to each Insured Person. In the event of an amendment to the terms of this contract the Policyholder shall also deliver to Insured Persons an additional or amended document pertaining to such change. The Insured Person and any claimant may request a copy of the Group Policy (other than confidential commercial information or other information exempted from disclosure by applicable law).

4.2 INFORMATION TO BE FURNISHED ABOUT INSURED PERSONS

The Policyholder must provide the Company, upon request, with all the information the Company requires to properly administer the coverage provided under this contract including but not limited to an accurate list of the names and addresses of Insured Persons and the information required to determine an Insured Person's Principal Sum, the amount of any benefit payable hereunder and the applicable premium for each Insured Person.

4.3 ACCESS TO RECORDS

On reasonable advance written notice, provided by the Company to the Policyholder, the Policyholder shall grant the Company access to records and other files which pertain to and which would allow the Company to verify eligibility for coverage under this policy and the premium to be paid hereunder.

SECTION 5
PRIMARY BENEFITS

5.1 ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

The Company shall pay the amount specified in the Table of Losses, if an Insured Person sustains a Loss stated therein resulting from Injury, provided that:

(a) such Loss occurs within three hundred and sixty-five (365) days after the date of accident causing such Loss;

(b) the amount of the benefit payable for any such Loss shall be the amount set out in the Table of Losses, for that specific Loss; and

(c) if more than one (1) Loss is sustained as the result of any accident, only one (1) benefit shall be payable, the largest.

5.2 TABLE OF LOSSES

Loss of Life	The Principal Sum
Loss of Both Hands or Both Feet	The Principal Sum
Loss of Entire Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of One Hand and the Entire Sight of One Eye	The Principal Sum
Loss of One Foot and the Entire Sight of One Eye	The Principal Sum
Loss of One Arm or One Leg	Four-Fifths of The Principal Sum
Loss of One Hand or One Foot	Three-Quarters of The Principal Sum
Loss of The Entire Sight of One Eye	Three-Quarters of The Principal Sum
Loss of Thumb and Index Finger of the Same Hand	One-Third of The Principal Sum
Loss of Speech and Hearing	The Principal Sum
Loss of Speech or Hearing	Three-Quarters of The Principal Sum
Loss of Hearing in One Ear	Two-Thirds of The Principal Sum
Loss of Four Fingers of One Hand	One-Third of The Principal Sum
Loss of All Toes of One Foot	One-Quarter of The Principal Sum

Loss of Use

Loss of Use of Both Arms or Both Hands	The Principal Sum
Loss of Use of One Hand or One Foot	Three-Quarters of The Principal Sum
Loss of Use of One Arm or One Leg	Four-Fifths of The Principal Sum

Paralysis

Quadriplegia (total paralysis of both upper and lower limbs)	Two Times The Principal Sum up to a maximum of One Million Dollars
Paraplegia (total paralysis of both lower limbs)	Two Times The Principal Sum up to a maximum of One Million Dollars
Hemiplegia (total paralysis of upper and lower limbs of one side of the body)	Two Times The Principal Sum up to a maximum of One Million Dollars

5.3 DISAPPEARANCE

If the body of an Insured Person has not been found within one (1) year of the forced landing, stranding, sinking or wrecking of a conveyance in which such person was an occupant, then, for the purposes of this contract such Insured Person shall, in the absence of any evidence to the contrary, be deemed to have suffered Loss of Life.

SECTION 6
ADDITIONAL BENEFITS

Subject to the conditions applicable to each of the additional benefits set out below, the Company shall pay additional benefits, up to the maximum amount specified for each such benefit, if an Insured Person suffers an Injury.

6.1 ACCIDENTAL PARA-MEDICAL EXPENSE REIMBURSEMENT BENEFIT

If as a result of Injury, and within thirty (30) days from the date of the accident causing such Injury, an Insured Person who is insured under a Canadian provincial or territorial government health insurance plan obtains medical treatment in Canada from a legally qualified Physician and as a consequence of such Injury incurs expenses for any of the following para-medical services when recommended by a legally qualified Physician, the Company shall reimburse the Insured Person for the following reasonable and necessary expenses:

(a) fees for private duty nursing by a licenced graduate nurse (R.N.), who does not ordinarily reside in the Insured Person's home and who is not a member of the Insured Person's Immediate Family. This benefit is payable up to fifty dollars ($50.00) per hour to a maximum of five thousand dollars ($5,000.00) per Insured Person for all Injuries resulting from any one (1) accident;

(b) transportation costs, when such service is provided by a professional ambulance service, to the nearest approved Hospital which is equipped to provide the required and recommended necessary treatment. This benefit is payable up to a maximum of five thousand dollars ($5,000.00) per Insured Person for all Injuries resulting from any one (1) accident;

(c) Hospital charges for the difference between the public ward allowance under the Insured Person's provincial or territorial government health insurance plan and the accommodation charge for a semi-private Hospital room. This benefit is payable up to a maximum of five thousand dollars ($5,000.00) per Insured Person for all Injuries resulting from any one (1) accident;

(d) fees for rental of a wheelchair, iron lung or other durable equipment, not to exceed the purchase price prevailing at the time rental became necessary;

(e) fees for services of a licenced physiotherapist. This benefit is payable up to a maximum of three hundred dollars ($300.00) per Insured Person for all Injuries resulting from any one (1) accident;

(f) cost of prescription drugs and medicines (except in the Province of Quebec);

(g) expenses for hearing aids, crutches, splints, casts, trusses and braces, but excluding replacement thereof; and

(h) fees for services of a licenced chiropractor. This benefit is payable up to a maximum reimbursement of three hundred dollars ($300) per Insured Person for all Injuries resulting from any one (1) accident.

Reimbursement shall only be made provided that expenses are:

(a) incurred in Canada;

(b) incurred within fifty-two (52) weeks of the date of the accident causing Injury;

(c) incurred only for therapeutic and not elective treatment; and

(d) supported by an original receipts submitted to the Company as proof of claim.

This benefit is in excess of any similar benefit provided under any other insurance, policy or plan, including but not limited to a policy of automobile insurance and any federal or provincial hospital, medical or drug plan.

The maximum amount payable for this benefit is ten thousand dollars ($10,000.00) per Insured Person for all Injuries resulting from any one (1) accident.

6.2 ACCIDENTAL DENTAL EXPENSE REIMBURSEMENT

If the Insured Person suffers Injury to whole and sound teeth, and within thirty (30) days from the date of the accident causing such Injury obtains treatment in Canada for such Injury from a legally qualified dentist or dental surgeon and incurs related dental expenses, the Company shall reimburse the Insured Person the amount for such dental expenses up to the amount allowed for such service in the General Practitioner Schedule of Fees and Treatment Services of the Provincial Dental Association in the province or territory in which the Insured Person receives such treatment.

Reimbursement shall only be made provided that expenses are:

(a) incurred in Canada;

(b) incurred within fifty-two (52) weeks of the date of the accident causing Injury;

(c) incurred only for therapeutic and not elective or aesthetic treatment; and

(d) supported by an original standard dental claim form submitted to the Company as proof of claim.

This benefit is in excess of any similar benefit provided under any other insurance policy or plan, including but not limited to a policy of automobile insurance and any federal or provincial hospital, medical or drug plan.

The maximum amount payable for this benefit is five thousand dollars ($5,000.00) per Insured Person for all Injuries resulting from any one (1) accident.

6.3 TUITION FEES BENEFIT

When such injury shall, within thirty (30) days from the date of the accident which caused such injury, confine the Insured Person to his or her residence or hospital for a period in excess of 14 consecutive days, and is absent for at least 20 consecutive days from class, the Company will pay the expenses incurred within 6 months immediately following the date of the accident which caused such injury for the tutorial services of a qualified teacher, other than a relative of the Insured Person in the same residence, holding a current Provincial department of Education Teaching Certificate for the grade attained by the Insured Person at a rate not to exceed $20.00 per hour up to a maximum total of $300.00 as the result of any one accident.

6.4 INSTITUIONAL FEES BENEFIT

The Company will reimburse a portion of the non-refundable tuition fee charged by an Institution of Higher Learning for the term, if an Insured Person suffers Injury resulting in:

i) a Loss for which the Company has paid a benefit set out in the Table of Losses; or
ii) the Insured Person being unable to attend class, complete assignments or examinations due to the severity of the Injury and a a result, the Insured Person is unable to complete the current school term.

This benefit is not payable if the Insured Person is unable to complete the school term due to reasons that are not a direct result of an Injury, including but not limited to sickness or illness.

The maximum amount payable for this benefit is 50% of the tuition fee charged (not including room and board) to a maximum of $500.00.

the Company will reimburse the Institution of Higher Learning, upon receipt of an unpaid bill for the term or the person who has incurred the actual tuition expenses, upon receipt of proof of payment for that term.

6.5 FRACTURE BENEFIT

If an Insured Person sustains Injury resulting in a fracture or dislocation listed in the following Fracture Table, the Company shall pay the amount specified in the Fracture Table, provided that such fracture or dislocation occurs within thirty (30) days after the date of accident causing it.

The maximum amount payable for this benefit is one thousand ($1,000.00) dollars per Insured Person for all Injuries resulting from any one (1) accident.

Fracture Table

For complete fracture (including Greenstick type fracture) of:

The cranium (depressed fracture)	100% of the Fracture Benefit
The cranium (other compound)	40% of the Fracture Benefit
The spine (two or more vertebrae)	100% of the Fracture Benefit
The spine (one vertebrae)	40% of the Fracture Benefit
The spine (compression fracture)	20% of the Fracture Benefit
The upper jaw (maxilla)	33% of the Fracture Benefit
The lower jaw (mandible)	8% of the Fracture Benefit
The thigh (femur)	33% of the Fracture Benefit
The pelvis	33% of the Fracture Benefit
The knee cap (patella)	27% of the Fracture Benefit
The Leg (tibia or fibula)	25% of the Fracture Benefit
The shoulder blade (scapula)	25% of the Fracture Benefit
The ankle (Pott's fracture)	25% of the Fracture Benefit
The wrist (Colles fracture)	25% of the Fracture Benefit
The forearm (compound or comminuted)	23% of the Fracture Benefit
The forearm (not compound)	12% of the Fracture Benefit
The sacrum or coccyx	17% of the Fracture Benefit
The sternum	17% of the Fracture Benefit
The Arm, between elbow and shoulder	17% of the Fracture Benefit
The collarbone (Clavicle)	12% of the Fracture Benefit
The nose	12% of the Fracture Benefit
Two or more ribs	10% of the Fracture Benefit
One Hand (one or more metacarpal)	8% of the Fracture Benefit
The Foot (one or more metacarpal)	8% of the Fracture Benefit
Facial bones	8% of the Fracture Benefit
One rib	5% of the Fracture Benefit
Any bone not specified above	3% of the Fracture Benefit

"Cranium" means the vault of the skull *consisting* of the following bones: frontal, parietals, occipital, temporals, sphenoid and ethmoid.

For complete dislocation of the:

Hip	42% of the Fracture Benefit
Knee (with open primary repair)	33% of the Fracture Benefit
Shoulder (with open reduction)	25% of the Fracture Benefit
Wrist	17% of the Fracture Benefit
Ankle	17% of the Fracture Benefit
Elbow	12% of the Fracture Benefit
Bones of Foot, other than Toes	8% of the Fracture Benefit

SECTION 7
BENEFICIARY DESIGNATION

The Insured Person may designate a beneficiary to receive the amount payable hereunder for his or her Loss of Life. In the absence of such a beneficiary designation, the benefit for Loss of Life of an Insured Person shall be payable to the estate of the Insured Person.

SECTION 8
EXCLUSIONS AND LIMITATIONS

8.1 LIMITATIONS

The maximum amount payable per Insured Person under this contract for Losses sustained by any one (1) Insured Person as the result of any one (1) accident is the Principal Sum, except where a Loss is Quadriplegia, Paraplegia or Hemiplegia, in which case the maximum amount payable per Insured Person is the amount indicated for such Loss in the Table of Losses. This limitation does not apply to the additional benefits set out in Section 7 which are subject to their own specific limits.

8.2 AGGREGATE LIMIT PER ACCIDENT

The maximum amount payable by the Company under this contract for two (2) or more Insured Persons who suffer an Injury in any one (1) accident is the amount which is the Aggregate Limit per Accident set out in the Declarations.

If the total of the benefits which would be paid by the Company would exceed the Aggregate Limit per Accident, the Company shall not be liable to any one (1) Insured Person for any amount in excess of the Aggregate Limit per Accident. Each injured Insured Person's benefits shall be a portion of the benefits to which they otherwise would have been entitled hereunder. That portion shall be the proportion of what the Company would have paid hereunder to the Insured Person relative to what the Company would have paid hereunder to all Insured Persons who suffered an Injury in such accident but for the Aggregate Limit per Accident.

8.3 EXCLUSIONS

No coverage shall be provided under this contract and no payment shall be made for any Loss or claim resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks even if the proximate or precipitating cause of the Loss or claim is an accidental Injury:

(a) suicide or any attempt thereat by the Insured Person while sane;

(b) self inflicted Injury or any attempt thereat by the Insured Person while sane or insane;

(c) declared or undeclared war or any act thereof;

(d) sickness, disease, incapacity or bodily infirmity whether the Loss or claim results directly or indirectly from any of these;

(e) injury sustained while the Insured Person is undergoing the medical or surgical treatment of sickness, disease, or bodily or mental infirmity;

(f) stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis, aneurysm;

(g)

(i) travel or flight in or on (including getting in or out of, or on or off of) any Aircraft , if the Insured Employee is:

a) riding as a passenger in any Aircraft not intended or licenced for the transportation of passengers; or
b) performing, learning to perform or instructing others to perform as a pilot or crew member of any Aircraft; or
c) riding as a passenger in an Owned Aircraft, Leased Aircraft or on a Charter Flight.

(ii) travel or flight in or on (including getting in or out of, or on or off of) any Aircraft or any craft designed to fly or glide above the Earth's surface:

a) except as a passenger on a regularly scheduled commercial airline; or
b) being used for crop dusting, spraying or seeding, fire-fighting, traffic patrol, air ambulance, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; or
c) operating to or from off-shore landing sites; or
d) used in any operation that requires a special permit from the Civil Aviation Branch of Transport Canada, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on).

(h) infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes;

(i) injury or Loss sustained while the Insured Person is on full-time active duty in the armed forces or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured Person is on full-time active duty shall, upon application to the Company by the Policyholder, be refunded);

(j) injury or Loss sustained while the Insured Person is under the influence of alcohol and operating any vehicle or means of transportation or conveyance while his or her blood alcohol is over eighty (80) milligrams in one hundred (100) millilitres of blood;

(k) injury or Loss sustained while the Insured Person is under the influence of a drug or substance which is controlled as specified under the Controlled Drug and Substances Act (Canada) unless taken pursuant to the advice of and in strict accordance with the instructions of a duly licenced Physician;

(l) the commission or attempted commission by an Insured Person, or Injury incurred while an Insured Person is in the course of committing or attempting to commit, any act which if adjudicated by a court would be an indictable offence under the laws of the jurisdiction where the act was committed;

(m) an act, attempted act or omission taken or made by the Insured Person, or an act, attempted act or omission taken or made with the Insured Person's consent, for the purposes of

interrupting the blood flow to the Insured Person's brain or to cause asphyxiation to the Insured Person whether with intent to cause harm or not; and

(n) natural causes.

The Insurer will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose the insurer, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

SECTION 9
GENERAL PROVISIONS

9.1 THE CONTRACT

The contract between the Policyholder and the Company consists of:

(a) this document, including the Declarations; and

(b) any written amendment(s) to this document issued by the Company.

The contract can be changed or amended without the consent of any Insured Person.

9.2 AMENDMENTS

Only the Chief Agent of the Company or his or her authorized representative has authority to waive or agree to amend any part of this contract on behalf of the Company.

9.3 WAIVER

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

9.4 RIGHT TO RETURN POLICY

The Policyholder may return this policy for any reason within the later of: (1) fifteen (15) days after receiving it; or (2) fifteen (15) days after the coverage becomes effective. It may be returned by e-mail or in person to the Company. Any premium paid will be refunded and this policy will be treated as if it were never issued.

9.5 NOTICE

Any notice required or permitted to be given to or by the Policyholder or the Company pursuant to this contract shall be in writing and shall be deemed to be properly given if sent by prepaid registered mail to the applicable party at the address indicated below, or if sent by facsimile transmission to the facsimile number indicated below:

In the case of the Policyholder: ***Plan Major***

In the case of the Company: ***AIG Insurance Company of Canada***

2000, Ave. McGill College #920
Montreal, Quebec H3A 3H3

9.6 NOTICE AND PROOF OF CLAIM

The Policyholder or its agent, or a beneficiary entitled to make a claim or his or her agent, shall give written notice of claim to the Company by delivery thereof, or by sending it by registered mail, to the Head Office of the Company or to the address set out in Section 10.5;

(a) not later than thirty (30) days from the date of the accident;

(b) within ninety (90) days from the date of the accident or the Injury, furnish to the Company such proof of claim as is reasonably possible in the circumstances of the happening of the accident or Injury occasioned thereby; and

(c) if so required by the Company, furnish a certificate as to the cause and nature of the accident or Injury caused thereby, for which the claim is made and as to the duration of the Injury or Loss from a legally qualified medical practitioner.

9.7 FAILURE TO GIVE NOTICE OR PROOF

Failure to give notice of claim or furnish proof of claim within the time prescribed in Section 10.6 will not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible and in no event later than one (1) year from the date of the accident or the Injury and if it is shown that it was not reasonably possible to give notice or furnish proof within the time as prescribed.

9.8 RIGHT OF EXAMINATION

The Company has the right, and any Insured Person making a claim shall afford to the Company an opportunity, to examine him or her when and as often as the Company may reasonably require while the claim hereunder is pending, and also in the case of the Loss of Life of an Insured Person, to make an autopsy subject to any law of the Insured Person's province of residence relating to autopsies.

9.9 WHEN MONEYS PAYABLE

The Company shall pay, within sixty (60) days after it has received sufficient proof of claim and the person entitled to benefits in connection with such claim, all moneys payable under this contract.

9.10 LIMITATION OF ACTIONS

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Quebec Civil Code*.

9.11 PAYMENT OF CLAIMS

The benefit payable for Loss of Life will be payable in accordance with Section 8 .

Unless otherwise specified herein:

(a) any accrued other benefits payable but unpaid at the Insured Person's death will be paid to the Insured Person's estate; and

(b) all other benefits are payable to the Insured Person.

SECTION 10
ADDITIONAL PROVISIONS

10.1 CURRENCY

All moneys payable under this contract are payable in the lawful money of Canada unless otherwise stated.

10.2 ASSIGNMENT

The Policyholder cannot assign this contract without the consent of the Company.

Neither the insurance provided hereunder nor benefits payable hereunder may be assigned.

10.3 NON-PARTICIPATING

Neither the Policyholder nor any Insured Person is entitled to share in the profits or surplus of the Company.

10.4 GOVERNING LAW

The relationship between the Company and the Policyholder shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

The relationship between the Company and any Insured Person shall be subject to the laws of the Insured Person's Canadian province or territory of residence at the time his or her insurance coverage hereunder comes into effect.

10.5 CONFORMITY WITH APPLICABLE LAW

Any provision of this Policy, which is in conflict with any federal, provincial, territorial or other applicable law of an Insured Person's place of residence, is hereby amended to conform to the minimum requirements of that law.

By signing below, the President and Chief Executive Officer of the Insurer agree on behalf of the Insurer to all the terms of this Policy.



President and Chief Executive Officer
AIG Insurance Company of Canada

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.

Despite any other provision of this contract, this contract is subject to the statutory conditions in the Insurance Act respecting contracts of accident and sickness insurance.