

GROUP BASIC ACCIDENT INSURANCE

FOR

U.C.C.M Anishnaabe Police

POLICY NUMBER 056/031832A

This booklet contains important information and should be kept in a safe place known to you and your family.

This program is exclusively offered through Williams Leal & Vito Inc.

Scope of Coverage

You are insured against the perils described in this booklet. Your protection is worldwide and applies for any injury sustained 24-Hours a day while your coverage is in force. Benefits are payable regardless of any other benefits that you may receive from any insurance company other than Sutton Special Risk Inc., or any other organization.

Definitions

"Insured Person" means a Member in good standing of the Onited Chiefs and Councils of Manitoulin Police Services under age 70.

"Male pronoun" wherever used includes the female.

"Member" means a member in good standing of the United Chiefs and Councils of Manitoulin Police Services under age 70.

"Principal Sum" means the amount indicated under Applicable Principal Sum (Member Only Coverage).

"You" means a Member in good standing of the United Chiefs and Councils of Manitoulin Police Services under age 70.

Eligibility

You are eligible for coverage if you are a Member in good standing of the United Chiefs and Councils of Manitoulin Police Services under age 70. All coverage under this policy is applicable to Members only.

Effective Date

A Member's insurance for the Principal Sum of shown below will become effective on their date of hire.

Applicable Principal Sum (Member Only Coverage)

Members are insured for the Principal Sum indicated below:

Three (3) times Annual Earnings, rounded to the next higher\$1,000 (if not already a multiple thereof) up to a maximum of \$750,000.

Reduction/Termination

Coverage reduces by 50% at age 65 and terminates at the earlier of retirement or age 70.

What Benefits are Provided?

If your bodily injuries result in your Accidental Death, Dismemberment, Loss of Speech and/or Hearing, Paralysis and Loss of Use occurring within 12 months of the date of the accident, the Insurer will pay the percentage of the Principal Sum set opposite such loss. Each sum is calculated based on your amount of Principal Sum.

·	Principal Sum
Loss of Life	100%
Loss of Both Arms	100%
Loss of Both Legs	100%
Loss of Both Hands	100%
Loss of Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and Entire Sight of One Eye	100%
Loss of One Foot and Entire Sight of One Eye	100%
Loss of One Arm	75%
Loss of One Leg	75%
Loss of One Hand	75%
Loss of One Foot	
Loss of Entire Sight of One Eye	75%
Loss of Thumb and Index Finger of Any One Hand	35%
Loss of Four Fingers of Any One Hand	35%
Loss of All Toes on One Foot	35%
Loss of Speech and Hearing in Both Ears	100%
Loss of Speech	
Loss of Hearing in Both Ears	75%
Loss of Hearing in One Ear	35%
Paraplegia (Both Lower Limbs)	200%
Hemiplegia (Upper and Lower Limbs on the Same Side of the Body)	200%
Quadriplegia (Both Upper and Lower Limbs)	200%
Brain Death	100%
Loss of Use of Both Arms	
Loss of Use of Both Legs	
Loss of Use of Both Hands	
Loss of Use of Both Feet	
Loss of Use of One Hand and One Foot	100%
Loss of Use of One Hand and Entire Sight of One Eye	100%
Loss of Use of One Foot and Entire Sight of One Eye	100%
Loss of Use of One Arm	
Loss of Use of One Leg	
Loss of Use of One Hand	
Loss of Use of One Foot	
Loss of Use of Thumb and Index Finger of Any One Hand	
Loss of Use of Four Fingers of Any One Hand	35%

NOTE: If more than one of the losses occur as the result of one accident, the total amount payable shall not exceed the Principal Sum or in the case of Paralysis, benefits shall not exceed 200% of the Principal Sum.

A flat amount of \$3,500 is payable for the Loss of One to Three Fingers of Either Hand. However, this benefit is not payble in addition to the Loss of Four Fingers of Any One Hand or the Loss of Thumb and Index Finger of Either Hand.

"Loss" means, with regard to:

Loss of Use: Total and irrecoverable Loss of Use, provided the Loss of Use is

continuous for 12 consecutive months, and such Loss of Use is determined to be permanent and irrecoverable at the end of such period.

Hands and Feet: Actual severance through or above wrist or ankle joints.

Arms and Legs: Actual severance through or above elbow or knee joints.

Thumbs and Fingers: Actual severance through or above metacarpophalangeal joints. Actual severance through or above metacarpophalangeal joints.

Sight, Speech, Hearing: Medical certification by a duly qualified physician that such Loss of Sight,

Speech and Hearing are entire and irrecoverable.

Paralysis: Irrecoverable and permanent Loss of Use of such limbs.

Brain Death: Irreversible unconsciousness with total loss of brain function and complete

absence of electrical activity of the brain, even though the heart is still

beating.

Exposure

If, while this coverage is in force, you are unavoidably exposed to the elements due to an accident and if, as the result of such exposure and within 365 days of the accident, you suffer a loss which would otherwise be payable, such loss will be covered.

Disappearance

If you disappear and your body is not found within one year and sufficient evidence is provided and confirms that you sustained accidental bodily injury which caused your death, the Insurer will pay the Principal Sum, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Insurer if you are subsequently found to be living.

Aircraft Coverage

Coverage under the Policy includes coverage for loss when such loss results from Injury sustained while and as a result of the Insured Person:

- (a) riding as a passenger, pilot, operator or member of the crew; in or on any aircraft having a current and valid certificate of airworthiness and being 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.

Aggregate Limit of Indemnity

Aggregate Limit of Indemnity per any one <u>known accumulation</u>: CDN \$2,500,000 Aggregate Limit of Indemnity per any one Aircraft accumulation: CDN \$2,500,000

The Insurer will not pay an amount that is more than the Aggregate Limit of Indemnity shown above. If the total amount claimed by all Insured Persons (including yourself) as a result of an accident is more than this limit, then the amount the Insurer pays for each Insured Person is equal to the Aggregate Limit of Indemnity, divided by the total amount claimed by all Insured Persons, multiplied by the amount claimed by each Insured Person.

ADDITIONAL BENEFITS

Any benefits payable under the additional benefits shown below are paid in addition to any other Accidental Death and Dismemberment benefits payable, unless specifically noted otherwise.

In the event that you are covered under two or more policies issued by the same Insurer, the Insurer's aggregate liability for loss sustained by you only in respect of the specifc additional benefits noted with an asterisk (*) below, shall not be cumulative and shall in no event exceed the largest amount available under any one of the policies.

Permanent Total Disability Benefit

If as a result of an injury you are wholly and continuously disabled and prevented from performing the major duties pertaining to your occupation or profession, for a period of 52 consecutive weeks, and such period commenced within 365 days of the date of the accident causing such injury, and if on the expiration of such 52 week period you are Permanently Disabled, the Insurer will pay a Permanent Total Disability Benefit equal to the Principal Sum. This amount will be reduced by any amount payable under the Loss Schedule.

Your claim for the Permanent Total Disability benefit must be approved by two independent referees (as described in the policy).

"Permanently Disabled" means that you are wholly and permanently disabled and prevented for the remainder of your life from engaging in any and every occupation, profession or employment for compensation for which you are reasonably qualified or may reasonably become qualified by education, training or experience.

Surgical Reattachment Benefit

If, as the result of an injury, you suffer a complete severance of a limb or an appendage or part of a limb or appendage, and if such severed limb or appendage or part is surgically reattached, the

Insurer will then pay a surgical reattachment benefit to you in accordance with the following:

- 1: Whether or not you regain the use of the severed limb, appendage or part, the Insurer will pay a benefit that is equal to fifty percent (50%) of the specific accidental loss benefit that would have been payable for the severance of such limb, appendage or part under the Loss Schedule, if the surgical reattachment had not been performed.
- 2: If, within 365 days immediately after the reattachment of the severed limb, appendage or part, you suffer a total, irrecoverable and permanent loss of use of such reattached limb or part of a limb, the Insurer will pay a benefit that is equal to the benefit under the Loss Schedule for loss of use of such limb or part of a limb minus the amount(s) paid or payable under this surgical reattachment benefit.
- 3: If, within 365 days immediately after the reattachment of the severed limb, appendage or part, such reattachment fails and the limb, appendage or part must be amputated, the Insurer will pay a benefit that is equal to the benefit under the Loss Schedule for the specific accidental loss of such limb, appendage or part minus the amount(s) paid or payable under this surgical reattachment benefit.

The amount payable under this surgical reattachment benefit and the Loss Schedule, for all losses sustained by you as the result of any one accident shall not exceed the Principal Sum.

Comatose Benefit

When as the result of an injury, and commencing within 365 days of the date of the accident, you become comatose as defined below, the Insurer will pay, provided such condition has continued for a period of 31 consecutive days and is total, continuous and permanent at the end of this period, the Principal Sum less any other amount paid or payable under the policy as the result of the same accident.

"Comatose" means being in a state of total unconsciousness with no reaction to external stimuli or internal needs, persisting continuously with the use of life support systems, resulting in a neurological deficit which, as determined by a licensed physician, and in the opinion of the Insurer, is of a permanent nature.

Repatriation Benefit*

The Insurer will pay an amount not to exceed \$20,000 for the customary and reasonable expenses incurred for preparation of your body for burial or cremation and transportation of your body from the place of the accident to your place of residence. Payment is made if, as the result of an accident, you suffer loss of life more than 50 kilometres from your place of residence.

Identification Benefit*

If, as the result of an accident, you die away from home, the Insurer will pay up to \$20,000 for lodging and board for a member of your immediate family or authorized representative while enroute and/or during the stay in the city or town where your body is located for the purpose of identifying your body, including transportation by the most direct route by a licensed common carrier to and from such location.

If transportation occurs in a vehicle other than by a licensed common carrier, then reimbursement of transportation expenses will be limited to a maximum of \$0.30 per kilometre.

Payment will be made if, as the result of an accident, you suffer loss of life at least 50 kilometres away from your principal city of residence.

Rehabilitation Benefit*

When an injury which does not cause your loss of life results in the Insurer making a payment under the Loss Schedule, an additional amount not to exceed \$20,000 will be paid for the reasonable and necessary expenses actually incurred for your special training, provided (i) you have to undergo training as the result of the injury in order to be qualified to engage in an occupation in which you would not have engaged in except for such injury, (ii) expenses are incurred within three years from the date of the accident, and (iii) no payment is made for room or board or other ordinary living, travelling or clothing expenses.

Rehabilitative Physical Therapy Benefit*

When an injury which does not cause your loss of life results in the Insurer making a payment under the Loss Schedule, the Insurer will also pay the reasonable and necessary expenses you actually incur for Rehabilitative Physical Therapy up to a maximum of \$10,000, provided:

- a) such Rehabilitative Physical Therapy is prescribed and recommended by the attending Physician:
- b) expenses are incurred within three (3) years from the date of the accident; and
- no payment will be made for room or board or other ordinary living, travelling, or clothing expenses.

"Rehabilitative Physical Therapy" means treatment or treatments through exercises and/or equipment specially designed to facilitate the process of recovery from accidental injury to as normal a condition as possible. Surgical intervention is specifically excluded.

- **"Physician"** means a doctor of medicine (other than yourself or a Member of the Immediate Family) licensed to practice medicine by:
- 1. a recognized medical licensing organization in the locale where the treatment is rendered, provided he/she 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.

"Member of the Immediate Family" means a person at least eighteen (18) years of age, who is your 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 previous include natural, adopted and step-relationships), spouse, grandson, granddaughter, grandfather or grandmother.

Funeral Benefit*

In the event you accidentally die, the Insurer will pay up to \$5,000 for the services and/or materials provided by a mortician, undertaker, crematorium or funeral home, related to the burial or cremation and charges for the purchase of a burial plot, gravesite or mausoleum for the interment of the remains, including any markers or monuments. Payment will be made if, as a result of an accident, the expenses are actually incurred at the time of your death, less any charges for preparation of the remains for travel which are reimbursed under the Repatriation Benefit.

Bereavement Benefit

If an injury results in your loss of life, the Insurer will pay the reasonable and necessary expenses actually incurred by your Spouse and Dependent Children for up to six (6) sessions of grief counselling, by a Professional Counsellor, up to a maximum of \$2,000.

"Spouse", means the person under age 70 who resides in the same country as you and is married to you by reason of a valid religious or civil ceremony or your common-law spouse, provided a written designation has been submitted by you to the Policyholder. "Common-law spouse" means your designated domestic partner of the same or opposite sex under age 70, where such partner is residing with you and has been publicly represented as your spouse or domestic partner immediately before a loss is incurred under the policy.

"Dependent Children", means natural born children, legally adopted children, step-children, common-law children for whom you has legal custody or any other children dependent upon the Insured Person for support and maintenance in a parent-child relationship as defined under the Income Tax Act, where such children reside in the same country as you and are:

- a) unmarried; and
- b) under 21 years of age; or
- c) under 26 years of age and in attendance at an institution of higher learning on a full-time basis; or
- d) mentally or physically handicapped. Such children will remain eligible beyond the maximum age shown above, provided they are incapable of self-sustaining employment and remain totally dependent upon you for support and maintenance.

"Institution of higher learning", means an accredited institute, college, university, CEGEP or trade school.

Spousal Retraining Benefit*

In the event your accidental loss of life results in the Insurer making a payment under the Loss Schedule, payment is made for the reasonable and necessary expenses actually incurred within three years from the date of the accident by your spouse who engages in a formal occupational training program, specifically qualifying him for active employment in an occupation for which he would not otherwise have had sufficient qualifications. The maximum amount payable for all such expenses shall not exceed \$20,000. No payment is made for room, board or other ordinary living, travelling or clothing expenses.

"Spouse", means the person under age 70 who resides in the same country as you and is married to you by reason of a valid religious or civil ceremony or your common-law spouse, provided a written designation has been submitted by you to the Policyholder. "Common-law spouse" means your designated domestic partner of the same or opposite sex under age 70, where such partner is residing with you and has been publicly represented as your spouse or domestic partner immediately before a loss is incurred under the policy.

Special Education Benefit*

Should you lose your life in an accident, the Insurer will pay, in addition to all other benefits, 5% of your Principal Sum, to a maximum of \$10,000, towards the cost of your dependent child's education. The dependent child must be enrolled as a full-time student in any institution of higher learning beyond the Secondary School level or at the Secondary School level and subsequently enroll as a full-time student in an institution of higher learning within 365 days following the accident.

This benefit is payable annually for a maximum of five consecutive annual payments for each dependent child, but only if the dependent child continues his education.

If at the time of your death, your dependent children are not eligible for the Special Education benefit, the Insurer will pay an amount of \$2,500 to your beneficiary.

"Dependent Children", means natural born children, legally adopted children, step-children, common-law children for whom you has legal custody or any other children dependent upon the Insured Person for support and maintenance in a parent-child relationship as defined under the Income Tax Act, where such children reside in the same country as you and are:

- a) unmarried; and
- b) under 21 years of age; or
- under 26 years of age and in attendance at an institution of higher learning on a full-time basis; or
- d) mentally or physically handicapped. Such children will remain eligible beyond the maximum age shown above, provided they are incapable of self-sustaining employment and remain totally dependent upon you for support and maintenance.

"Institution of higher learning", means an accredited institute, college, university, CEGEP or trade school.

Day Care Benefit*

In the event of your accidental loss of life, the Insurer will pay an amount equal to the lesser of:

- (1) the actual cost charged by the day care centre per year, or
- (2) 5% of your Principal Sum, or
- (3) \$5,000 per year,

on behalf of any dependent child who, at the time of your accidental loss of life, is under age 13 and is currently enrolled or subsequently enrolled in an accredited day care centre within 365 days following such loss.

This benefit is payable annually for a maximum of five consecutive annual payments for each dependent child, but only if the dependent child continues his enrollment in an accredited day care centre.

If at the time of your death, your dependent children are not eligible for the Day Care Benefit, the Insurer will pay an amount of \$2,500 to your beneficiary.

Family Transportation Benefit*

If you are injured while on a trip due to an accident and are confined as an inpatient in a hospital because of such injuries and you require the personal attendance of a member of the immediate

family or an authorized family representative, as recommended by the attending physician, payment is made for the expenses incurred by the family member or the authorized family representative, for accommodation and transportation to your bedside by the most direct route by a licensed common carrier. The maximum amount payable for such expenses will not exceed \$20.000.

Payment will not be made for board or ordinary living, travelling or clothing expenses. If transportation occurs in a vehicle other than by a licensed common carrier, then reimbursement of transportation expenses will be limited to a maximum of \$0.30 per kilometre travelled.

"Member of the immediate family" means your spouse (or common-law spouse), parents, grandparents, children over age 18, brother or sister.

Home Alteration and Vehicle Modification Benefit*

If you receive a payment under the Loss Schedule and you are subsequently required due to the cause of the same accident, to use a wheelchair, this benefit will pay, upon presentation of proof of payment:

- (A) the one-time cost of alterations to your residence to make it wheel-chair accessible and habitable; and
- (B) the one-time cost of modifications necessary to your motor vehicle to make it accessible or driveable.

Benefit payments will not be made unless:

- (1) home alterations are made by a person or persons experienced in such alterations and recommended by a recognized organization, providing support and assistance to wheel-chair users, and
- (2) vehicle modifications are carried out by a person or persons with experience in such matters and modifications are approved by the Provincial vehicle licensing authorities.

The maximum payable under both items A and B combined will not exceed \$25,000 or 10% of your Principal Sum to a maximum of \$50,000, whichever is greater.

Workplace Accommodation and Alteration Benefit*

If you receive a payment under the Loss Schedule and you require special adaptive equipment and/or workplace alteration in order to reasonably accommodate your return to active full-time employment with the United Chiefs and Councils of Manitoulin Police Services, the Insurer will pay the reasonable and necessary expenses actually incurred by the United Chiefs and Councils of Manitoulin Police Services provided:

- the United Chiefs and Councils of Manitoulin Police Services agrees in writing to provide the special adaptive equipment and/or make alterations to the workplace for the purpose of making it accessible and adaptable to your needs;
- 2. the United Chiefs and Councils of Manitoulin Police Services acknowledges in writing that the performance of the essential duties of your occupation may be altered;
- 3. the proposed special adaptive equipment and/or workplace alteration must have prior written approval by the Insurer;
- 4. the Insurer reserves the right to examine you to evaluate the appropriateness of the proposed alteration.

This benefit will be paid to the United Chiefs and Councils of Manitoulin Police Services upon your return to active full-time employment with the United Chiefs and Councils of Manitoulin Police Services and the Insurer has been provided with written proof of the expenses incurred. This benefit is not payable if the United Chiefs and Councils of Manitoulin Police Services does not incur any cost in providing the special adaptive equipment and/or workplace alterations.

The maximum amount payable under this benefit will not exceed \$10,000.

Hospital Confinement Monthly Income Benefit*

If, as a result of an accident, you are confined as an in-patient in a hospital for a minimum period of at least 1 day and are under the care of a legally qualified and registered physician or surgeon other than yourself, this benefit will pay for each full month of confinement, 1% of your benefit amount, subject to a maximum benefit of \$2,500 per month (or one-thirtieth of such monthly benefit for each day of a partial month). The benefit payable will be retroactive to the first day of your hospital confinement but will not exceed 365 days in the aggregate for each "period of hospital confinement."

"In-patient" means you are admitted to a hospital as a resident or bed-patient.

Seat Belt Benefit

When an injury to you results in the Insurer making a payment under the Loss Schedule, the Insurer will increase the benefit amount payable by an additional 10%, provided that:

- 1. the loss occurs while you are a passenger or driver of a private passenger type Vehicle;
- 2. the Seat Belt is properly fastened; and
- 3. verification of the actual use of the Seat Belt is part of the official report of the accident or certified by the investigating officer.

The driver of the vehicle must hold a current and valid driver's license of a rating authorizing him to operate such 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.

"Physician" means a doctor of medicine (other than yourself or a Member of the Immediate Family) licensed to practice medicine by:

- 1. a recognized medical licensing organization in the locale where the treatment is rendered, or
- 2. a governmental agency having a jurisdiction over such licensing in the locale where the treatment is rendered.

"Member of the Immediate Family" means a person at least eighteen (18) years of age, who is your son, daughter, father, mother, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law, (all of the previous include natural, adopted and step relationships), spouse, grandson, granddaughter, grandfather or grandmother.

"Seat Belt" means a belt that forms 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.

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

Parental Care Benefit*

If as the result of an accident, you suffer Loss of Life, the Insurer will pay up to 10% of your applicable Principal Sum to a maximum of \$10,000, to or on behalf of any of your Dependent Parents as defined below.

The Parental Care Benefit will be payable in equal shares to the Dependent Parents. Only one Parental Care Benefit will be payable regardless of the number of Dependent Parents.

"Dependent Parent(s)" means your parents, parents-in-law, grandparents, grandparents-in-law, great-grandparents or great-grandparents-in-law (whether natural, step or adoptive), who are:

- 1: not regularly employed on a full-time basis;
- 2: primarily dependent upon you for support and maintenance due to a proven mental disability or physical handicap;
- 3: residing in your home.

Felonious Assault Benefit

When an injury to you results in the Insurer making a payment under the Loss Schedule, the Insurer will increase the benefit amount payable by an additional 10% to a maximum of \$25,000, provided that the loss occurs:

- 1. as a result of a Criminal Act of Violence; and
- 2. while you are engaged in the business of the Policyholder, whether on or off the premises of the Policyholder.

This benefit will not be payable, however, if a Criminal Act of Violence is being carried out by or participated in by you.

"Criminal Act of Violence" includes but is not limited to robbery, theft, assault and battery, sniping or murder.

Carjacking Benefit

When you suffer a Covered Loss as a direct result of a Covered Accident as described below, while on the business of the Policyholder and which results in the Insurer making a payment under the Loss Schedule, the Insurer will increase the benefit amount payable by an additional 10% to a maximum of \$10,000, provided the following conditions are met.

The Covered Accident must take place during the:

- 1. Carjacking of an automobile that you were operating, getting into or out of; or
- 2. Carjacking of an automobile that you were riding in as a passenger.

Verification of the carjacking must be made part of the official police report within 24 hours of the carjacking, or as soon as reasonably possible, or be certified in writing by the investigating officer(s) within 24 hours of the carjacking, or as soon as reasonably possible. The Insurer must receive a copy of the relevant police report or certification in order for this benefit to become payable.

Burn Benefit*

If as the result of an injury, you are disfigured due to a third degree burn, the Insurer will determine the payment according to the Burn Schedule below, not to exceed a maximum benefit of \$25,000.

The amount of benefit that the Insurer will pay for any one loss is determined by multiplying the percentage of body surface actually burned times the Principal Sum, up to a maximum benefit amount of \$25,000. The attending Physician will determine the actual percentage applicable to each burn.

The "Burn Schedule" represents the Maximum Percentage of the Principal Sum that the Insurer will pay for any one loss. If you sustain burns in more than one area as a result of any one accident, the total benefit for all or a combination of such burns will not exceed \$25,000.

Burn Schedule

Body Part:	<u>Maximum Percentage</u> of Benefit Amount	
	Payable:	
Face, Neck, Head	100%	
One Hand & Forearm	25%	
One Upper Arm	10%	
Front or Back Torso	35%	
One Thigh or One Lower Leg (below the knee)	10%	

In the event benefits are payable under this benefit and the Loss Schedule, the total benefits payable will not exceed the Principal Sum.

"Physician" means a doctor of medicine (other than yourself or a Member of the Immediate Family) licensed to practice medicine by:

- 1. a recognized medical licensing organization in the locale where the treatment is rendered, providing he/she is a member in good standing of such licensing body, or
- a governmental agency having a jurisdiction over such licensing in the locale where the treatment is rendered.

"Member of the Immediate Family" means a person at least eighteen (18) years of age, who is your son, daughter, father, mother, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law, (all of the previous include natural, adopted and step relationships), spouse, grandson, granddaughter, grandfather or grandmother.

HIV Adjustment Benefit

If you sustain an Injury while discharging the duties of Your Occupation as defined by the most current police services act in Ontario, which results in you acquiring and testing positive for the Human Immunodeficiency Virus (HIV) within three hundred and sixty-five (365) days following the date of the accident, the Insurer will pay an amount not to exceed \$50,000, less any other amount paid or payable under the policy as the result of the same accident..

There must be supporting evidence that the HIV was acquired from exposure, which has been confirmed. You must:

- (a) have an accident report completed, detailing the circumstances of the Injury, and submit the report to the Policyholder within forty-eight (48) hours of the accident or as soon as it is reasonably possible thereafter, but no later than seven (7) days following the date of the accident; and
- (b) submit to a blood test for the HIV within forty-eight (48) hours of the accident or as soon as it is reasonably possible thereafter, but no later than seven (7) days following the date of the accident. Your test results should be kept by the Policyholder in your personal file or be forwarded to your Physician for safekeeping.

Should the initial blood test be negative and you subsequently tests positive for the HIV within three hundred and sixty-five (365) days following the date of the accident, the Insurer will pay the lump sum amount indicated above.

"Your Occupation" means each and every occupation or employment as set out in the United Chiefs and Councils of Manitoulin Police Services collective bargaining agreement that you are engaged in for wage or profit.

Infectious Disease Benefit

If your Loss of Life results directly from an infectious disease caused by the entrance, growth and multiplication of bacteria, protozoans, a filterable virus or any similar organisms in the body due to accidental exposure while discharging the duties of your occupation, and provided you receive medical treatment within 30 days of exposure to the disease and you have never received medical treatment, consultation, care or services including diagnostic measures, or taken prescribed drugs or medicines for such infection, the Insurer will pay the Infectious Disease Benefit Amount of \$25,000.

The Loss of Life benefit is payable only if such loss occurs within 12 months of the confirmed accidental exposure to the infectious disease.

Benefits payable under the Infectious Disease Benefit will be reduced by any other amount paid or payable under the Policy.

Psychological Therapy Benefit

When an injury to you results in the Insurer making a payment under the Loss Schedule, the Insurer will increase the benefit amount payable up to a maximum of \$10,000, for the reasonable and customary charges for treatment or counseling for Psychological Therapy as determined by a Physician and authorized by the Policyholder.

Benefit payments herein will be paid until the earlier occurrence of one of the following:

- (1) the maximum benefit amount has been paid; or
- (2) two (2) years have elapsed from the date of the accident; or
- (3) your death.

Psychological Therapy must be provided by a therapist or counsellor (other yourself or a Member of the Immediate Family) who is licensed to provide such treatment, whether on an out-patient basis or while a patient at a medical facility licensed to provide such treatment.

"Reasonable and Customary" means the lesser of:

- (a) the usual charge made by Physicians or other health case providers for a given service or supply; or
- (b) the charge the Insurers determine to be the prevailing charge made by the Physicians or other health care providers for a given service or supply in a geographical area where it is furnished; or
- (c) the amount negotiated by the Insurer and the health care provider.

"Physician" means a doctor of medicine (other than yourself or a Member of the Immediate Family) licensed to practice medicine by:

- 1. a recognized medical licensing organization in the locale where the treatment is rendered, provided he/she 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.

"Member of the Immediate Family" means a person at least eighteen (18) years of age, who is your 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 previous include natural, adopted and step relationships), spouse, grandson, granddaughter, grandfather or grandmother.

Critical Disease Benefit*

If, prior to age 65, you are diagnosed by a qualified Physician with any of the following specifically listed diseases while the policy is in force, the Insurer will pay up to 10% of your applicable Principal Sum up to a maximum of \$5,000:

- Acute Poliomyelitis
- Acute Rheumatic Fever
- Amyotrophic Lateral Sclerosis (ALS)
- Encephalitis
- Huntington's Disease
- Meningoccal Meningitis
- Necrotizing Fasciitis
- Parkinson's Disease
- Tuberculosis
- Typhoid Fever
- Yersinia Pestis

You must be totally disabled from the covered disease(s) for at least nine (9) months following the date of the diagnosis.

This benefit is only payable if investigations leading to the diagnosis of the covered disease(s) are initiated more than ninety (90) days following the effective date of your insurance coverage.

Payment of the Critical Disease Benefit is limited to only the first covered disease to occur.

- **"Physician"** means a doctor of medicine (other than yourself or a Member of the Immediate Family) licensed to practice medicine by:
- 1. a recognized medical licensing organization in the locale where the treatment is rendered, provided he/she 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.
- "Member of the Immediate Family" means a person at least eighteen (18) years of age, who is your 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 previous include natural, adopted and step-relationships), spouse, grandson, granddaughter, grandfather or grandmother.
- "Totally disabled" means that you are wholly and permanently disabled and prevented for the remainder of your life, from engaging in any and every occupation, profession, or employment for compensation for which you are reasonably or may reasonably become qualified by education, training or experience.

Critical Illness Benefit*

If prior to age 70, you are Diagnosed with a Critical Illness by a qualified Physician after your coverage under this policy has been in effect for a minimum period of ninety (90) consecutive days and while this policy is in force with respect to your coverage, the Insurer will pay up to 10% of your applicable Principal Sum up to a maximum of \$5,000, provided you are still living at the end of the Survival Period and subject to the exclusions listed in this benefit.

Should you claim for a Critical Illness which occurred or was Diagnosed outside of Canada, you may be eligible to receive indemnity under this benefit upon your return to Canada. Prior to

determining eligibility, however, the Insurer will have the right to require you to obtain a Diagnosis by a Physician in Canada.

"Critical Illness" means one the following illnesses or conditions:

- a) Blindness;
- b) Cancer (life-threatening);
- c) Heart Attack;
- d) Kidney Failure;
- e) Severe Burns;
- f) Stroke (cerebrovascular accident).

Any illness or health problem which is not included in the definition of Critical Illness in this benefit is not covered and therefore no indemnity is payable in respect of such illness.

"Blindness" means Diagnosis of the total and Irreversible loss of vision in both eyes, evidenced by the corrected visual acuity being 20/200 or less in both eyes; or the field of vision being less than 20 degrees in both eyes.

"Cancer" (life-threatening) means a definite Diagnosis of a tumour characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. The Diagnosis of Cancer must be made by a Specialist.

Exclusion: No benefit will be payable under this condition for the following non-life-threatening cancers:

- carcinoma in situ; or
- Stage 1A malignant melanoma (melanoma less than or equal to one (1.0) mm in thickness, not ulcerated and without Clark level IV or level V invasion); or
- any non-melanoma skin cancer that has not metastasized; or
- Stage A (T1a or T1b) prostate cancer; or
- Any tumour in the presence of any Human Immunodeficiency Virus (HIV).

Moratorium Period Exclusion

No benefit will be payable under this condition if within the first ninety (90) days following the later of:

- a) the effective date of your insurance; or
- b) the effective date of last reinstatement of your insurance;

you have any of the following:

- 1. signs, symptoms or investigations, that lead to a Diagnosis of Cancer (covered or excluded under the policy), regardless of when the Diagnosis is made;
- 2. a Diagnosis of Cancer (covered or excluded under the policy).

This medical information as described above must be reported to the Insurer within six (6) months of the date of Diagnosis. If this information is not provided, the Insurer has the right to deny any claim for Cancer or, any Critical Illness caused by any Cancer or its treatment.

- "Heart Attack" means a definite Diagnosis of the death of heart muscle due to obstruction of blood flow, that results in rise and fall of biochemical cardiac markers to levels considered diagnostic of myocardial infarction, with at least one (1) of the following:
- a) Heart Attack symptoms;
- b) new electrocardiogram (ECG) changes consistent with a Heart Attack; or
- c) development of new Q waves during or immediately following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty.

The Diagnosis of Heart Attack must be made by a Specialist.

Exclusion: No benefit will be payable under this condition for:

- elevated biochemical cardiac markers as a result of an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty, in the absence of new Q waves; or
- 2. ECG changes suggesting a prior myocardial infarction, which do not meet the Heart Attack definition as described above.
- **"Kidney Failure"** means a definite Diagnosis of chronic Irreversible failure of both kidneys to function, as a result of which regular haemodialysis, peritoneal dialysis or renal transplantation is initiated. The Diagnosis of Kidney Failure must be made by a Specialist.
- "Severe Burns" means the Diagnosis of third-degree burns over at least 20% of the body surface.
- **"Stroke"** means a definite Diagnosis of an acute cerebrovascular event caused by intra-cranial thrombosis or haemorrhage, or embolism from an extra-cranial source, with:
- a) acute onset of new neurological symptoms; and
- b) new objective neurological deficits on clinical examination;

persisting for more than thirty (30) days following the date of Diagnosis. These new symptoms and deficits must be corroborated by diagnostic imaging testing.

The Diagnosis of Stroke must be made by a Specialist.

Exclusion: No benefit will be payable under this condition for:

- 1. Transient Ischaemic Attacks; or
- 2. Intracerebral vascular events due to trauma; or
- 3. Lacunar infarcts which do not meet the definition of stroke as described above.

Definitions

- "Diagnosis or Diagnosed" means the certified diagnosis of a covered Critical Illness condition by a Specialist. In the absence or unavailability of a Specialist, and as approved by the Insurer, a condition may be Diagnosed by a qualified medical Physician practicing in Canada, or in such other jurisdiction as the Insurer may approve.
- "Irreversible" means the condition cannot be improved by medical or surgical treatment at the time of Diagnosis. The medical or surgical treatment need not be undertaken if it would involve undue risk to your health.
- "Life Support" means you are under the regular care and attendance of a licensed Physician for nutritional, respiratory and/or cardiovascular support when Irreversible cessation of all functions of the brain has occurred.

"Specialist" means a Physician registered and licensed to practice in Canada whose practice is limited to the particular branch of medicine relating to the applicable Critical Illness condition. The specialist must be a person other than the Insured Person or a relative or a business associate of either.

"Survival Period" means the period starting on the date of Diagnosis of the Critical Illness condition and ending thirty (30) days following the date of Diagnosis of the Critical Illness condition. The survival period does not include the number of days on Life Support. You must be alive at the end of the survival period and must not have experienced Irreversible cessation of all functions of the brain.

Exclusions

No Critical Illness Benefit Amount shall be due or payable if your medical condition results directly or indirectly from any of the following:

- 1. intentionally self-inflicted injury while sane or insane; or
- 2. use of illegal or illicit drugs or substances, or misuse of medication obtained with or without prescription; or
- 3. if you were negligent or non-compliant in seeking and/or following reasonable medical treatment, consultation, care or services including diagnostic measure as prescribed by your attending Physician.

In addition to the above exclusions, the Critical Illness benefit will not be payable for any Cancer that manifests itself prior to the effective date of your insurance when the same Cancer either recurs or metastasizes after such effective date.

The Insurer will only pay one (1) benefit payment under this benefit for an Insured Person.

Pre-existing Condition

No Critical Illness benefit shall be payable if within the twenty-four (24) month period immediately prior to the effective date of your insurance under this policy (or the prior policy which this policy replaces), you were attended to or received medical treatment, consultation, care or services by a Physician, including diagnostic measure for any symptom or medical problem which leads to a Diagnosis of or treatment for a Critical Illness condition unless the Diagnosis of the Critical Illness condition occurs later than twenty-four (24) consecutive months from the effective date of your coverage under this policy (or the prior policy which this policy replaces).

Waiver of Premium Benefits

If you are totally disabled and your life insurance is extended under a waiver of premium provision under your Group Life Insurance policy, coverage provided under this policy will also be extended and waiver of premium will be provided in accordance with the same terms and conditions as the Group Life Insurance policy.

Premium payments will be waived until the earlier occurrence of the following:

- (a) your recovery from total disability;
- (b) your attainment of the maximum eligibility age under this policy or termination of eligibility; or
- (c) termination of this policy.

Coverage provided for under this provision will be subject to the terms and conditions of this policy in effect as of the date of commencement of disability, including any conditions providing for reduction in amounts of insurance.

Notwithstanding anything contained in the contrary in the policy, in no event will benefits payable for any loss which occurs while coverage is being continued under this provision exceed your Principal Sum at the date of commencement of disability, less any amounts of indemnity which were payable prior to such loss as the result of the same accident.

Continuation of Coverage

Your coverage will continue, for a maximum of 12 months, while you are on an approved leave of absence, lay-off or on maternity leave. Payment of premiums must be continuous through active employment and the scheduled leave.

Conversion

If your insurance is terminated for any reason other than non-payment of premium or attainment of age 70, you may convert your coverage to an individual policy of insurance on the form provided by the Insurer for conversion. Application for the converted policy and the initial premium must be received within 60 days of the date of termination and the effective date will be the latter of (1) the date of termination under this policy or (2) the date of application for the converted insurance.

The Principal Sum under the converted policy can be equal to or less than the Principal Sum under this policy. The premium for the converted policy will be the Insurer's rate in effect at the time of conversion for the Class of risk and your age as of the effective date of the converted insurance. No medical evidence of insurability is required.

Exclusions

This insurance does not cover any claim arising out of bodily injury caused or contributed to by:

- a) declared or undeclared war or any act thereof or invasion;
- b) actively participating in acts of terrorism, civil commotions or riots of any kind;
- c) training, serving or taking part in any capacity in the armed forces (land, sea or air) or their operations, of any country or international authority;
- d) riding as a passenger or otherwise in any vehicle or device for aerial navigation, other than as provided in the section entitled "Aircraft Coverage";
- e) suicide or attempted suicide or intentional self-injury; or
- f) acts of Terrorism which involve the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, regardless of any contributory cause(s).

"Acts of terrorism" means any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Payment of Benefits

Your accidental death benefit is paid to the beneficiary designated on your Group Life Insurance application on file with the Policyholder or to your Estate if no such designation is made. Any other benefits are paid to you (those described in the Loss Schedule are paid as a percentage of the Principal Sum).

Claim Procedures

To make a claim under this plan, written notice of the accident must be given to the Insurer within 60 days of the date a claim arises due to an accident or disability and written proof must be submitted within 90 days of the date a claim arises due to an accident or disability. The Insurer will provide the necessary claim forms as well as instructions covering other requirements that may aid in a prompt handling of the claim.

If the Insurer does not receive the required notice and proof of loss, the claim may not be considered after the 90 day period has expired, unless there is good reason for the delay. In no event is a claim considered after one year from the date a claim arises due to an accident or disability if the Insurer was not notified and the necessary forms not completed and submitted to the Insurer.

Disclaimer

This booklet is a summary of the principal features of the plan which is governed by the terms of the Group Master Policy, 056/031832A. In the event of any discrepancy between this booklet and the master policy, the master policy prevails.

Underwritten by:

Certain Underwriters at Lloyds, London through Sutton Special Risk Inc. 33 Yonge Street, Suite 400 P.O. Box 311 Toronto, Ontario M5E 1G4

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