

# Certificate of Insurance

## Aviscar Inc.

### Personal Accident Insurance



**ZURICH INSURANCE COMPANY LTD (CANADIAN BRANCH)**

100 King Street West, Suite 5500  
P.O Box 290  
Toronto, ON  
M5X 1C9

This **Certificate of Insurance** contains information about your insurance. Please read it carefully and keep it in a safe place. Refer to the Definitions section for the meanings of all bolded terms.

In return for the payment of premium, **We** agree to pay the benefits of the **Policy** to the **Insured** for **Covered Loss** subject to the terms and conditions of the **Policy**.

THIS INSURANCE PROVIDES SHORT-TERM TRAVEL RELATED INSURANCE AND INCLUDES THE SELECTED BENEFITS INDICATED IN THE **SCHEDULE** FOR WHICH A PREMIUM WAS PAID.

THIS CERTIFICATE OF INSURANCE CONTAINS REDUCTIONS, LIMITATIONS, EXCLUSIONS, AND TERMINATION PROVISIONS.

Zurich Insurance Company Ltd (Canadian Branch) provides the insurance for this certificate under Group Policy #8451197, issued to Aviscar, Inc. o/a Avis. The terms, conditions and provisions of the **Policy** are summarized in the **Certificate of Insurance**, which is incorporated into and forms part of the **Policy**. All benefits are subject in every respect to the **Policy**, which alone constitutes the agreement under which benefits will be provided. The **Certificate Holder**, or a person making a claim under the **Certificate of Insurance**, may request a copy of the **Policy** and/or a copy of the application for this insurance (if applicable) by writing to the **Insurer** at the address shown above.

**IMPORTANT NOTICE: THIS COVERAGE IS VALID ONLY IF THE APPROPRIATE PLAN COST HAS BEEN PAID. PLEASE KEEP THIS CERTIFICATE AS YOUR RECORD OF COVERAGE UNDER THE PLAN.**

Personal information, including, but not limited to, name, address, date of birth, and medical information, is processed and stored by Zurich Insurance Company Ltd (Canadian Branch) and its affiliates and authorized representatives, both in domestic and foreign jurisdictions for the purposes of securing and administering your insurance coverage(s). Please contact the Zurich Privacy Officer if you require further additional information regarding the collection, use, disclosure, processing and storage of your personal information via email at [privacy.zurich.canada@zurich.com](mailto:privacy.zurich.canada@zurich.com) or you can review our privacy statement at <https://www.zurichcanada.com/en-ca/about-zurich/privacy-statement>.

Zurich Insurance Company Ltd (Canadian Branch) is committed to protecting the privacy and confidentiality of information provided. Your personal information is secured in our offices or those of our administrator or agent. You may request to review your personal information 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.

For the purpose of the *Insurance Companies Act* (Canada), this document was issued in the course the insurance business in Canada of Zurich Insurance Company Ltd (Canadian Branch).

In witness whereof, the Insurer has caused this certificate to be signed by its Head of Underwriting, Canada.

Head of Underwriting, Canada

Date: July 1, 2021

PLEASE READ THIS DOCUMENT CAREFULLY  
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## SECTION I – SCHEDULE OF BENEFITS

The following are the classes of **Insureds**:

**Class I:** Private passenger car, mini-van or sport utility vehicle renters who have purchased coverage, and up to seven (7) **Traveling Companions**, during a **Covered Rental**.

**Class II:** Private passenger van renters who have purchased coverage, and up to fourteen (14) **Traveling Companions**, during a **Covered Rental**.

If an **Insured** suffers a **Covered Loss**, and he or she is eligible under more than one class, **We** will pay only one benefit, the largest benefit.

Coverage under this **Policy** is included only if the **Certificate Holder** has elected to purchase during **Enrollment** and for which a Maximum Covered Amount is shown in the **Schedule** or in a Rider attaching to the **Policy**.

**Aggregate Limit of Liability** per **Covered Loss** arising under the Accident Plan is \$500,000.

BENEFITS	MAXIMUM COVERED AMOUNT per Insured
<b>A. Accident Plan</b>	
1. Accidental Death Benefit	\$150,000
2. Accidental Dismemberment Benefit	\$150,000
3. Exposure and Disappearance Benefit	\$150,000
<b>B. Emergency Evacuation and Repatriation Plan</b>	
1. Emergency Evacuation and Repatriation Plan	\$10,000
<b>C. Funeral Expense and Coma Plan</b>	
1. Funeral Expense Benefit	\$5,000
2. Coma Benefit	\$150,000

## SECTION II – COVERAGE PERIOD

A. **COVERAGE PERIOD:** Coverage begins on the Trip Departure Date and ends on the Trip Return Date.

**Trip Departure Date** means the date and time when the **Insured** takes control of the **Rental Vehicle**.

**Trip Return Date** means the earliest of the date and time when:

- a. control of the **Rental Vehicle** is returned to the rental agency; or
- b. the **Insured** is in control of the **Rental Vehicle** for more than 30 consecutive days, which includes instances where the **Insured** is renting another private passenger vehicle immediately after the **Rental Vehicle**; or
- c. the Group Policy is cancelled, except if coverage is in effect at the time of such cancellation, such coverage will be continued on outstanding rentals until the **Insured** returns the **Rental Vehicle** to the rental agency, provided the length of time the **Insured** is control of **Rental Vehicle** does not exceed 30 consecutive days.

B. **INDIVIDUAL BENEFIT EFFECTIVE DATES:** Effective dates for each benefit are shown separately under the applicable benefit shown in SECTION III – BENEFITS.

## SECTION III – BENEFITS

Coverage is included only for Plans and Benefits that the **Certificate Holder** has elected to purchase during **Enrollment** and for which a Maximum Covered Amount is shown in the **Schedule**

## A. ACCIDENT PLAN

In the event of multiple covered benefits under this Accident Plan section of the **Policy**, **We** will pay one benefit, the benefit that offers the **Insured** the largest benefit.

### 1. ACCIDENTAL DEATH BENEFIT

Subject to SECTION II –COVERAGE PERIOD, the **Insured's** coverage under the Accidental Death Benefit will take effect on the **Trip Departure Date**.

If an **Insured** suffers a loss of life as a result of a **Covered Injury** during a **Covered Rental**, **We** will pay the Accidental Death Benefit Maximum Covered Amount per **Insured** shown in the **Schedule**.

### 2. ACCIDENTAL DISMEMBERMENT BENEFIT

Subject to SECTION II - COVERAGE PERIOD, the **Insured's** coverage under the Accidental Dismemberment Benefit will take effect on the **Trip Departure Date**.

If a **Covered Injury** to an **Insured** during a **Covered Rental** results in any of the following **Covered Losses** or **Plegia**, **We** will pay the percentage shown below. The **Covered Loss** or **Plegia** must occur within 180 days of the **Covered Accident**.

The benefit amount is based on the Accidental Dismemberment Benefit Maximum Covered Amount per **Insured** shown in the **Schedule** for the person suffering the **Covered Loss** or **Plegia**. If the **Insured** suffers more than one **Covered Loss** or **Plegia** from one **Covered Accident**, **We** will pay only for the **Covered Loss** or **Plegia** with the larger benefit.

The **Covered Loss** benefit is payable based on the following table.

<b>Covered Loss</b> of	Percentage of Maximum Amount
Both Hands or Both Feet	100%
One Hand and One Foot	50%
One Hand or One Foot plus the loss of Sight of One Eye	100%
Sight of Both Eyes	100%
Speech and Hearing	100%
Speech or Hearing	50%
One Hand; One Foot; or Sight of One Eye	50%
Thumb and Index Finger of the same Hand	50%
Hearing in One Ear	25%

A reduced benefit will be payable equal to 50% of the applicable Accidental Dismemberment Benefit for dismemberment where the dismembered body part is surgically reattached, provided all other provisions of the **Policy** are met. The balance of the applicable Accidental Dismemberment Benefit for such dismemberment will be paid if, after 180 days, the reattachment has failed to the extent that **Covered Loss of Use** then exists, provided all other provisions of the **Policy** are met.

The **Plegia** benefit is payable based on the following table.

<b>Plegia</b> of	Percentage of Maximum Amount
Quadriplegia (total paralysis of all four <b>Limbs</b> )	100%
Paraplegia (total paralysis of both lower <b>Limbs</b> )	100%
Hemiplegia (total paralysis of upper and lower <b>Limbs</b> on one side of the body)	100%
Uniplegia (total paralysis of one <b>Limb</b> )	50%

**Plegia** must continue for 12 consecutive months and be determined by **Our** competent medical authority.

### **Definitions:**

For purposes of this Section III. A. 2. Accidental Dismemberment Benefit only, the following definitions apply:

**Covered Loss** means:

- a. for a foot or hand, actual severance through or above the ankle proximal to the knee or actual severance through or above a wrist joint proximal to the elbow;
- b. for thumb and index finger, complete severance through or above the metacarpophalangeal joint of both digits proximal to the wrist;
- c. total and permanent loss of sight;
- d. total and permanent loss of speech; or
- e. total and permanent loss of hearing.

**Covered Loss of Use** means total paralysis of a **Limb** or **Limbs**, that [has continued for 12 consecutive months and] is determined by **Our** competent medical authority to be permanent, complete and irreversible.

**Plegia** means a permanent, complete and irreversible loss of voluntary movement that affects motor function of one or more **Limbs**. Proof of total **Plegia** may be required by **Us** on a periodic basis. Benefits are not payable for paralysis caused by a stroke.

### **3. EXPOSURE AND DISAPPEARANCE BENEFIT**

Subject to SECTION II - COVERAGE PERIOD, the **Insured's** coverage under the Exposure and Disappearance Benefit will take effect on the **Trip Departure Date**.

If, during a **Covered Rental**, an **Insured** is exposed to weather because of an **Accident** and this exposure results in a **Covered Loss**, **We** will pay the Exposure and Disappearance Benefit Maximum Covered Amount per **Insured** shown in the **Schedule**.

If the conveyance in which an **Insured** is riding during a **Covered Rental** disappears, is wrecked, or sinks, and the **Insured** is not found within 180 days of the event, **We** will presume that the **Insured** lost his/her life as a result of **Covered Injury**. If travel in such conveyance was covered under the terms of the **Policy**, **We** will pay the Exposure and Disappearance Maximum Covered Amount per **Insured** shown in the **Schedule**. **We** have the right to recover the benefit if **We** find that the **Insured** survived the event.

## **B. EMERGENCY EVACUATION AND REPATRIATION PLAN**

### **1. EMERGENCY EVACUATION AND REPATRIATION BENEFIT**

Subject to SECTION II - COVERAGE PERIOD, the **Insured's** coverage under the Emergency Evacuation And Repatriation Benefit will take effect on the **Trip Departure Date**.

**We** will pay the **Insured** an Emergency Evacuation And Repatriation Benefit, for the following Covered Expenses incurred by the **Insured**, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, subject to the following: (i) health care related Covered Expenses will only be payable at the **Usual and Customary** level of payment; Covered Expenses not related to health care will only be payable at the reasonable and customary level of payment; (ii) benefits will be payable only for Covered Expenses resulting from a **Covered Injury** that occurs during a **Covered Rental**; (iii) the **Insured** must first receive treatment during his or her **Covered Rental**.

**The following are Covered Expenses under this Emergency Evacuation and Repatriation Benefit:**

- a. expenses incurred by the **Insured** for **Physician**-ordered emergency medical evacuation, including medically appropriate transportation and necessary medical care en route, to the nearest suitable **Hospital**, if the onsite attending **Physician** certifies that the **Insured** is medically able to travel when the **Insured** is critically **Injured** and no suitable local care is available, subject to **Our** or the **Assistance Provider's** prior approval; and
- b. expenses incurred for non-emergency medical evacuation, including medically appropriate transportation and medical care en route, to a **Hospital** or to the **Insured's Home** when deemed medically necessary by the attending **Physician**, subject to **Our** or the **Assistance Provider's** prior approval; and
- c. repatriation expenses for preparation and air transportation of the **Insured's** remains to his or her **Home**, or up to an equivalent amount for a local burial in the country where death occurred, if the **Insured** dies while outside of Canada. Covered Expenses under this benefit include the reasonable and customary expenses for: (i) embalming; (ii) cremation; (iii) the most economical coffins or receptacles adequate for transportation of the remains; and (iv) transportation of the remains, by the most direct and economical conveyance and route possible. The **Assistance Provider** must make all arrangements and authorize all expenses in advance for this benefit to be payable; and
- d. expenses incurred for return of the **Insured's Baggage** in the event of emergency evacuation or repatriation of remains.

**C. FUNERAL EXPENSE AND COMA PLAN**

**1. FUNERAL EXPENSE BENEFIT**

Subject to SECTION II - COVERAGE PERIOD, the **Insured's** coverage under the Funeral Expense Benefit will take effect on the **Trip Departure Date**.

If the **Insured** suffers a loss of life covered under this Accident Plan, **We** will pay the Funeral Expense Benefit Maximum Covered Amount per **Insured** shown in the **Schedule**.

**2. COMA BENEFIT**

Subject to SECTION II - COVERAGE PERIOD, the **Insured's** coverage under the Coma Benefit will take effect on the **Trip Departure Date**.

If an **Insured** suffers a **Covered Injury** resulting in a **Covered Loss** within fifteen (15) days of a **Covered Accident**, and such **Covered Injury** directly causes the **Insured** to be in a **Coma** for at least fifteen (15) consecutive days, **We** will pay a Coma Benefit.

The Coma Benefit is equal to one percent of the Coma Benefit Maximum Covered Amount shown in the **Schedule**, and shall be paid each month the **Insured** remains in a **Coma** following the initial fifteen (15) day period.

The Coma Benefit will end on the earliest of the following:

- a. The **Insured** is no longer in a **Coma** which directly resulted from the **Covered Injury**;
- b. The **Insured** received a monthly Coma Benefit for 100 months; or
- c. **We** have paid the Coma Benefit Maximum Covered Amount shown in the **Schedule**.

**SECTION IV – GENERAL DEFINITIONS**

Bold terms within the **Certificate of Insurance**, whether in the singular or plural, are defined as follows. Additional definitions applicable to specific benefits only can be found in Section III – Benefits.

**Accident** or **Accidental** means a sudden, unexpected, and unforeseen event that occurs while the **Policy** is in force and that is the direct and independent cause of bodily injury to the **Insured**.

**Aggregate Limit of Liability** means the total benefits **We** will pay for a **Covered Injury** set forth in the Schedule. For purposes of the **Aggregate Limit of Liability**, a **Covered Injury** will include a **Covered Loss** or **Covered Losses** arising out of a single event or related events or originating cause occurring within a 90-day period and includes a resulting **Covered Loss** or **Covered Losses**. If the total benefits under the **Aggregate Limit of Liability** is not enough to pay full benefits to each **Certificate Holder**, **We** will pay each **Certificate Holder** a reduced benefit based upon the proportion that the **Aggregate Limit of Liability** bears to the total benefits which would otherwise be paid.

**Assistance Provider** means

**World Travel Protection Canada Inc.**  
**901 King Street West**  
**Toronto, Ontario, Canada M5V 3H5**

**Baggage** means luggage and personal possessions taken by the **Insured** during a **Covered Rental**.

**Certificate Holder** means any person who is covered under the **Policy**, who has completed the **Enrollment**, and who has paid the required premium.

**Coma** means a continuous state of profound unconsciousness, diagnosed or treated after the **Insured's Covered Injury**, lasting for a period of seven (7) or more consecutive days, and characterized by the absence of: (i.) spontaneous eye movements, (ii.) response to painful stimuli, and (iii.) vocalization. The condition must require intubation for respiratory assistance. **Coma** does not include a medically induced coma.

**Coverage Period** means the period beginning on the **Trip Departure Date** and ending on the **Trip Return Date**.

**Covered Accident** means an **Accident** that results in a **Covered Loss**.

**Covered Injury** means bodily injury directly caused by **Accidental** means that is independent of all other causes, results from a **Covered Accident**, occurs while the **Insured** is insured under the **Policy**, and results in a **Covered Loss**.

**Covered Loss** means a loss that meets the requisites of one or more benefits or additional benefits, and for which benefits are payable under the **Policy**.

**Covered Rental** means the rental of a **Rental Vehicle** during the **Coverage Period** from the **Policyholder**, and for which coverage has been elected pursuant to the **Enrollment** and the premium is paid by the **Insured**.

**Destination** means any place where the **Insured** expects to travel to during a **Covered Rental**.

**Enrollment** means the hard copy paper, telephone, telefax, or electronic request to effect insurance under the **Policy** for a prospective **Insured**.

**Family Member** means the **Insured's** or the **Insured's Traveling Companion's Spouse**, child, **Spouse's** child, son/daughter-in-law, parent(s), sibling(s), brother/sister, step-brother/sister, step-parent(s), parent(s)-in-law, brother/sister-in-law, uncle, aunt, niece, nephew, foster child, or ward.

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

**Group Insurance Policy** means Group Insurance Policy #8451197, issued by the Company to the Policyholder.

**Home** means the **Insured's Primary Residence** or secondary residence.

**Hospital** means an institution that:

- a. operates pursuant to applicable local laws and regulations governing such facilities;
- b. primarily and continuously provides medical care and treatment to sick and injured persons on an inpatient basis;
- c. operates facilities for medical and surgical diagnosis and treatment by or under the supervision of **Physicians**; and
- d. provides 24-hour nursing service by or under the supervision of Registered Nurses (R.N.) or graduated nurses.

**Hospital** does not mean any institution or part thereof that is used primarily as:

- (1) a nursing home, convalescent home, or skilled nursing facility;
- (2) a place of rest, custodial care, or for the aged;
- (3) a clinic; or
- (4) a place for the treatment of mental sickness, alcoholism or substance abuse.

However, a place for the treatment of mental sickness, alcoholism or substance abuse will be regarded as a **Hospital** if it is part of the institution that meets the requirements in subparagraphs a. to d. of this definition above.

**Hospitalized or Hospitalization** means admitted to a **Hospital**.

**Injured, Injury or Injuries** means a bodily injury or injuries and is not limited to accidental bodily injuries.

**Insured** means the **Certificate Holder** and covered **Traveling Companions**.

**Insurer** means Zurich Insurance Company Ltd (Canadian Branch).

**Limb** means an arm or a leg.

**Parachuting** means an activity involving the breaking of a free fall from an airplane using a parachute.

**Physician** means a person who is:

- a. 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;
- b. licensed to practice in the jurisdiction where care is being given;
- c. practicing within the scope of that license referenced in b. above; and
- d. not related to the **Insured** by blood, marriage, or adoption.

**Policy** means the Group Insurance Policy, the **Policyholder** Application, this Certificate, and any rider, endorsement, or amendment attached thereto.

**Policyholder** means the group policyholder, Aviscar, Inc. o/a Avis.

**Primary Residence** means an **Insured's** fixed, permanent and main home for legal and tax purposes.

**Rental Vehicle** means a private passenger vehicle rented pursuant to a written contract between the **Policyholder** and the **Insured**.

**Schedule** means the schedule in SECTION I – SCHEDULE OF BENEFITS.



**Spouse** 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** domestic partner.

**Traveling Companion** means persons accompanying the **Insured** during a **Covered Rental**.

**Trip Departure Date** has the meaning ascribed to it in SECTION II – COVERAGE PERIOD.

**Trip Return Date** has the meaning ascribed to it in SECTION II – COVERAGE PERIOD.

**Usual and Customary** means the common charge made by other health care providers 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** will determine the amount based upon:

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

**We** will make the final determination of what is **Usual and Customary** based on all the circumstances.

**We, Us, and Our** means Zurich Insurance Company Ltd (Canadian Branch).

## **SECTION V – GENERAL EXCLUSIONS**

Notwithstanding any other term, condition or provision under the **Policy**, **We** shall not provide coverage nor will **We** make any payments or provide any service or benefit to any **Insured**, beneficiary, or third party who may have any rights under the **Policy** to the extent that such cover, payment, service, benefit, or any business or activity of the **Insured** would violate any applicable trade or economic sanctions law or regulation.

**We** will not pay for any loss under the **Policy**, arising directly or indirectly out of, or as a result of, or from, or that occur to, or are as a result of the actions of the **Insured** for the following:

- a. suicide, attempted suicide, or intentionally self-inflicted injury, while sane or insane;
- b. being under the influence of drugs or intoxicants, unless prescribed by a **Physician**;
- c. participation as a professional in athletics during a **Covered Rental**;
- d. participation in organized amateur or interscholastic athletic or sports competition or related practice events;
- e. riding or driving in any motor competition;
- f. off-road driving, whether as a driver or as a passenger;
- g. declared or undeclared war, or any act of war;
- h. civil disorder;
- i. service in the armed forces of any country;
- j. nuclear reaction, radiation or radioactive contamination;
- k. operating or learning to operate any aircraft, as pilot or crew;
- l. mountain climbing, bungee jumping, snow skiing, skydiving, **Parachuting**, free falling, cliff diving, B.A.S.E. or base jumping, hang gliding, parasailing, travel on any air supported device, other than on a regularly scheduled airline or air charter company, or extreme sports;

- m. mountaineering where ropes or guides are commonly used including ascending and descending a mountain requiring specialized equipment, including but not limited to anchors, bolts, carabineers, crampons, lead/top-rope anchoring equipment and pick-axes;
- n. scuba diving if the depth of the water exceeds 75 feet or more;
- o. the **Insured's** commission of or attempt to commit a felony;
- p. elective medical or holistic treatment or procedures;
- q. a loss that results from a sickness, disease, or other condition, event or circumstance, that occurs at a time when the **Policy** is not in effect for the **Insured**;
- r. a diagnosed sickness (if insurance is purchased after such diagnosis) from which no recovery is expected and that only palliative treatment is provided and that carries a prognosis of death within 12 months of the effective date of the applicable coverage under the **Policy**;
- s. sickness, injury or death if insurance is purchased after entering a hospice facility or receiving hospice treatment.

**We** will not pay for any loss under the **Policy**, arising directly or indirectly out of, or as a result of, or from, or that occur to, or are as a result of the actions of, the following that occur to the **Insured**:

- a. any amount paid or payable under any worker's compensation, disability benefit, or similar law;
- b. a loss or damage caused by detention, confiscation, or destruction by customs;
- c. medical treatment during a **Covered Rental**, or arising during a **Covered Rental**, undertaken for the purpose or intent of securing medical treatment;

The following additional exclusion applies to the Accidental Death Benefit and Accidental Dismemberment Benefit:

- a. **We** will not pay for loss caused by or resulting from sickness of any kind.

## SECTION VI - HOW TO FILE A CLAIM

- A. NOTICE: The **Certificate Holder** or the beneficiary, or someone on their behalf, must give **Us** written notice of the **Covered Loss** within 90 days of such **Covered Loss**, or as soon thereafter as reasonably possible. The notice must name the **Certificate Holder** and the Policy Number. To request a claim form, the **Certificate Holder** or the beneficiary, or someone on their behalf may contact **Us** at 1-888-999-1971. The notice must be sent to the address shown in this paragraph below, or to any of **Our** agents. Notice to **Our** agents is considered notice to **Us**.

**World Travel Protection Canada Inc.**  
**901 King Street West**  
**Toronto, Ontario, Canada M5V 3H5**

- B. CLAIM FORMS: **We** will send the claimant Proof of Loss forms within 15 days after **We** receive notice. If the claimant does not receive the Proof of Loss form in 15 days after submitting notice, he or she can send **Us** a detailed written report of the claim and the extent of the **Covered Loss**. **We** will accept this report as a Proof of Loss if sent within the time fixed below for filing a Proof of Loss.
- C. PROOF OF LOSS: Written Proof of Loss, acceptable to **Us**, must be sent within 90 days of the **Covered Loss**. Failure to furnish Proof of Loss acceptable to **Us** within such time will neither invalidate nor reduce any claim if it was not reasonably possible to furnish the Proof of Loss within 90 days of the **Covered Loss**, and the Proof of Loss was provided as soon as reasonably possible.

## SECTION VII - PAYMENT OF CLAIMS

- A. TIME OF PAYMENT: **We** will pay claims for all **Covered Losses**, other than **Covered Losses** for which the **Policy** provides any periodic payment, as soon as practicable upon receipt of written Proof of Loss in accordance with Section VI. Unless an optional periodic payment is stated or chosen, any **Covered Loss** to be paid in periodic payments will be paid at the end of each four-week period.
- B. WHO **WE** WILL PAY:
1. LOSS OF LIFE OF AN **INSURED**: **We** will pay the benefit to the **Insured's** estate. If any **Insured** is a minor or is not competent to give a valid release for the payment, the payment will be made to his/her parent, guardian, or other person actually supporting the **Insured**.
  2. ALL OTHER CLAIMS: Benefits are to be paid to the **Insured**.
  3. If a **Foreign National** is entitled to benefits for a **Covered Loss** and **We** are unable to make payment directly to him or her because of legal restrictions in the country or jurisdiction where such **Foreign National** is located, **We** will either: (i) pay the benefits to a bank account owned by the **Foreign National** in Canada; or (ii) if no such bank account is established or maintained, **We** will pay the benefits to the **Policyholder** on behalf of the **Foreign National**.

It will then be the responsibility of the **Policyholder** to remit the benefit to such **Foreign National**. Payment of the benefit to the **Policyholder** will release **Us** from any further liability to the **Foreign National**. If the **Policyholder** does not remit the payment to the **Foreign National**, the **Policyholder** will indemnify **Us** and hold **Us** harmless against any and all liability incurred by **Us** including, but not limited to, interest, penalties, and attorneys' fees in connection with, arising or resulting from such failure to remit payment. The **Policyholder** will not be considered the beneficiary under the **Policy** if payment is made to the **Policyholder** in accordance with this provision.

4. Any payment **We** make will fully discharge **Us** to the extent of the payment.

## SECTION VIII - GENERAL POLICY CONDITIONS

- A. CHANGE OR WAIVER: A change or waiver of any term or condition of the **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** provisions, terms or conditions. A failure to exercise any of **Our** rights under the **Policy** will not be deemed as a waiver of such rights in the same or future situations.
- B. CLERICAL ERROR: A clerical error or omission will not increase or continue an **Insured's** coverage, that otherwise would not be in force. If an **Insured** applies for insurance for which he or she is not eligible, **We** will only be liable for any premium paid to **Us**.
- C. GOVERNING LAW: The relationship between the **Insured** and **Us** will be subject to the laws of the Canadian province or territory of the **Insured's Primary Residence**.
- D. CONFORMITY WITH APPLICABLE LAW: Any provision of this **Policy** which is in conflict with any federal, provincial, territorial or other applicable law is hereby amended to conform to the minimum requirements of that law.
- E. STATUTORY CONDITIONS: This **Policy** is subject to the statutory conditions respecting contracts of accident and sickness insurance in the province or territory of the **Insured's Primary Residence**.
- F. SUIT AGAINST US: No action on the **Policy** or **Certificate of Insurance** may be brought until 60 days after written Proof of Loss has been sent to **Us**. Every action or proceeding against us 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 at Alberta, Manitoba and British Columbia), the *Limitations Act, 2002* (for transactions or proceedings governed by the laws of Ontario), or other applicable legislation.
- G. RIGHTS OF EXAMINATION: For the purposes of determining the validity of a claim under this **Policy**, **We** may obtain and review the medical records of the **Insured's** attending **Physician(s)**, including the records

of the **Insured's** regular **Physician(s)** at home. These records may be used to determine the validity of a claim, whether or not the contents of the medical records were made known to the **Insured** before the **Insured** incurred a claim under this **Policy**. In addition, **We** have the right, and the **Insured** shall afford **Us** the opportunity, to have the **Insured** medically examined when and as often as may reasonably be required while benefits are being claimed under this **Policy**. If the **Insured** dies, **We** have the right to request an autopsy, if not prohibited by law.

H. **CHOICE OF SERVICE PROVIDER:** The **Insured** has the sole right to choose his/her duly licensed **Physician** and **Hospital**.

I. **MISREPRESENTATION OR FRAUD:** If the **Insured** fails to disclose or misrepresent any material fact, or commit fraud, either at the time of the application or the time of claim, this **Policy** will be voidable by **Us**, and any claim submitted will not be payable.

If there is an error in any **Insured's** age, the premiums will be adjusted to reflect the correct age, as long as the age is within the insurable limits of this **Policy**.

J. **SUBROGATION:** **We** have the right to recover from any third party all payments that **We** have made, or will be obligated in the future to make, to or on behalf of the **Insured**, or to or on behalf of the **Insured's Spouse**, child, heirs, guardians or executors. If the **Insured** or any other person who received payments under this **Policy** recovers from any third party, **We** will be reimbursed first from such recovery to the extent of **Our** payments to or on behalf of the **Insured** or any such other person. The **Insured** agrees to assist **Us** in preserving its rights against any third party, including but not limited to, signing subrogation forms supplied by **Us**. If **We** seek to recover any amount paid by **Us**, **We** are entitled to recovery of those amounts before the **Insured** is entitled to share in any amount so recovered by **Us**.

K. **VALUATION:** All premiums, limits, **Deductibles**, and other amounts under the **Policy** are expressed and payable in the currency of Canada unless otherwise stated. If judgment is rendered, settlement is denominated or another element of loss under the **Policy** is stated in a currency other than Canadian dollars, payment under the **Policy** shall be made in Canadian dollars at the rate of exchange per the Bank of Canada on the date the final judgment is reached or the amount of the settlement is agreed upon.

L. **HEADINGS:** The titles and headings to the various sections, subsections and endorsements of the **Policy**, are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions or existence of such sections, subsections or endorsements.