

Fort Vermilion School Division No. 52

Policy # 9222289 (07/05)

Personal Accident Insurance

(Revised): July 2005

Effective: July 1, 2005

This Certificate Is An Important Document
Please Keep It In A Safe Place

Certificate of Insurance

The Citadel General Assurance Company
Head Office, Toronto, Canada

Having issued Group **Policy No. 9222289 (07/05)**
to **Fort Vermilion School Division No. 52**

(Hereinafter called the "Employer")

Hereby certifies that the bearer of this certificate, being an active full-time Employee of the Employer is insured, provided application has been made and the applicable premium is paid.

Definitions

Wherever used in this certificate:

"Employee" means an active Non-Union full-time Employee of the Policyholder under the age of 70 who is participating in the Policyholder's Basic Group Life Insurance Program.

"You", "Your" and "Yourself" mean the person who holds this certificate and who is employed by the Employer.

"We", "Us" and "The Citadel" mean The Citadel General Assurance Company.

"Policy" means the Group Policy specified above, which is on file with the Employer.

"Spouse" means an individual

- (a) to whom You are legally married,
- (b) with whom You have continuously cohabited in a conjugal relationship for a minimum of 1 year immediately before a loss is incurred under the Policy.

Definitions (Continued)

Only one (1) individual may qualify as a Spouse.

If You are legally married but are also cohabiting with an individual as described in (b) above, You may elect in writing which one of the individuals is insured as a Spouse. This election must be filed with the Employer. We are not bound by an election not filed before the event insured against. If an election is not filed, the Spouse is the individual to whom You are legally married.

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

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

"Insured Person" means You.

"Injury" means bodily injury caused by an Accident occurring while an Insured Person's coverage is in force under the Policy, and resulting directly and independently of all other causes in loss covered by the Policy, 24 hours a day, anywhere in the world but in no event shall Injury mean Sickness or Disease howsoever caused unless caused by an Accident.

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

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

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

"Principal Sum", is equal to the amount of insurance under Your Employer's current Basic Group Life Insurance Program.

Definitions (Continued)

"Hospital " means an institution licensed as a hospital, which is open at all times for the care and treatment of sick and injured persons, has a staff of one or more physicians available at all times and which continuously provides 24 hour nursing service by graduate registered nurses. It provides organized facilities for diagnostics and surgery, is an active treatment hospital and not primarily a clinic, rest home, nursing home, convalescent hospital or similar establishment. For the purposes of this definition, hospital will include a facility or part of a facility used for rehabilitative care.

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

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

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

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

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

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

Definitions (Continued)

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

Specific Loss Schedule

When Injury results in any of the following losses within 365 days after the date of the Accident, The Citadel pays:

<u>For Loss of</u>	<u>Percentage of Principal Sum</u>
Life	100%
Entire sight of both eyes	100%
Speech and hearing in both ears	100%
One hand and the entire sight of one eye	100%
One foot and the entire sight of one eye	100%
Entire sight of one eye	75%
Speech	75%
Hearing in both ears	75%
Hearing in one ear	40%
All toes of one foot	33 1/3%
 <u>For Loss or Loss of Use of</u>	
Both hands	100%
Both feet	100%
One hand and one foot	100%
One arm	80%
One leg	80%
One hand	75%
One foot	75%
Thumb & index finger or at least four fingers of one hand	40%
 <u>For Total Paralysis of</u>	
Both upper & lower limbs (Quadriplegia)	200%
Both lower limbs (Paraplegia)	200%
Upper & lower limbs of one side of body (Hemiplegia)	200%

Specific Loss Schedule (Continued)

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

"Loss" means, with reference to:

- o Hand or foot, complete severance through or above the wrist or ankle joint, but below the elbow or knee joint.
- o Arm or leg, complete severance through or above the elbow or knee joint.
- o Thumb, the complete severance of 1 entire phalanx of the thumb.
- o Finger, the complete severance of 2 entire phalanges of the finger.
- o Toes, the complete severance of 1 entire phalanx of the big toe and all phalanges of the other toes.
- o Eye, the irrecoverable loss of the entire sight thereof.
- o Speech, complete and irrecoverable loss of the ability to utter intelligible sounds.
- o Hearing, complete and irrecoverable loss of hearing.

"Paralysis" means the loss of ability to move all or part of the body.

"Quadriplegia" means the permanent Paralysis and functional loss of use of both upper and lower limbs.

"Paraplegia" means the permanent Paralysis and functional loss of use of both lower limbs.

"Hemiplegia" means the permanent Paralysis and functional loss of use of upper and lower limbs on the same side of the body.

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

Specific Loss Schedule (Continued)

Indemnity provided under this section for all losses sustained by any 1 Insured Person as the result of any 1 Accident cannot exceed:

- (a) with the exception of Quadriplegia, Paraplegia and Hemiplegia, the Principal Sum.
- (b) with respect to Quadriplegia, Paraplegia and Hemiplegia, 200% of the Principal Sum, or 100% if Loss of Life occurs within 90 days after the date of the Accident.

In no event will indemnity payable for all losses exceed, in the aggregate, 200% of the Principal Sum as the result of the same Accident.

Repatriation *

If You sustain Loss of Life resulting from an Injury for which an amount of Principal Sum becomes payable under the Policy, We will pay up to \$15,000 for reasonable and necessary expenses actually incurred for the return home of Your body (including preparation charges for transportation) to the first resting place (including but not limited to a funeral home or the place of interment). Such Loss must occur more than 50 kilometres from Your residence.

Education **

If You sustain Loss of Life resulting from an Injury for which an amount of Principal Sum becomes payable under the Policy, We will pay the lesser of the following amounts for any Dependent Child who, on the date of or within three hundred and sixty-five (365) days of the Insured Person's death, is enrolled as a full-time student in any Institution of Higher Learning:

- (a) 5% of the Insured Person's Principal Sum or
- (b) five thousand (\$5,000) for each year (up to 4 consecutive years)

Education ** (Continued)

The total maximum payable under this section in combination with the Education Benefit maximum provided under any other policy issued by Us will not exceed five thousand dollars (\$5,000) per year.

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

Day-Care **

If You sustain Loss of Life resulting from an Injury, We will pay the lesser of the following amounts for any Dependent Child who, on the date of or within three hundred and sixty-five (365) days of the Insured Person's death, is enrolled in a legally licensed Day-Care Centre:

- (a) five percent (5%) of the Insured Person's Principal Sum or
- (b) five thousand dollars (\$5,000) for each year (up to 4 consecutive year) such child remains enrolled in a legally licensed Day-Care Centre.

The total maximum payable under this section in combination with the Day-Care Benefit maximum provided under any other policy issued by Us will not exceed five thousand dollars (\$5,000) per year.

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

If none of Your Dependent Children satisfy either the above requirements or the requirements as shown under the section entitled "Education", then an amount equal to 5% of Your Principal Sum or \$2,500, whichever is less, is payable to Your beneficiary.

"Day-Care Centre" means a facility, which is run according to the law, including laws and regulations applicable to day-care facilities and which provides care and supervision for children in a group setting on a regular basis. Day-Care Centre will neither include a hospital, the child's home or care provided during normal school hours while a child is attending grades 1 through 12.

Day-Care ** (Continued)

"Dependent Child" means a natural child, adopted child, stepchild or a child who is in a parent-child relationship with You. The child is under thirteen (13) years of age and dependent upon You for maintenance and support.

Rehabilitation *

If You sustain an Injury which results in a Loss covered under the "Specific Loss Schedule" section of the Policy and as a result, must participate in a rehabilitation program in order to qualify for a different employment, We will refund the reasonable and necessary expenses actually incurred during the 3 year period following the date of the Accident, to a maximum of \$15,000.

Payment is not made for room, board or other ordinary living, travelling or clothing expenses.

Workplace Modification and Accommodation *

If You sustain an Injury which results in a loss payable under the "Specific Loss Schedule" and You require special adaptive equipment and/or workplace modifications in order to reasonably accommodate Your return to active full-time work with the Policyholder, this benefit will pay the reasonable and necessary expenses actually incurred by the Policyholder provided:

- 1) The Policyholder agrees in writing to provide the special adaptive equipment and/or make modifications to the workplace for the purpose of making it accessible and adaptable to the needs of You.
- 2) The Policyholder acknowledges in writing that the performance of the essential duties of Your job may be altered.
- 3) The proposed special adaptive equipment and/or workplace modification must have prior written approval by Us.
- 4) We have the right to examine You to evaluate the appropriateness of the proposed modifications.

Workplace Modification and Accommodation * (Continued)

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

Payment by Us for the total of all expenses incurred by the Policyholder will not exceed five thousand dollars (\$5,000) as a result of any one (1) Accident.

Occupational Training *

(applicable to an Insured Spouse under seventy (70) years of age)

If You sustain Loss of Life resulting from Injury for which an amount of Principal Sum becomes payable under the Policy, and Your Spouse must engage in a formal occupational training program in order to upgrade employment qualifications, We will refund the reasonable and necessary expenses actually incurred during the 3 year period following Your death, to a maximum of \$15,000.

Payment is not made for room, board or other ordinary living, travelling or clothing expenses.

In the event Your Spouse satisfies the requirements indicated above, such Spouse will be deemed the beneficiary with respect to the benefits payable under this provision.

Permanent Total Disability

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

Permanent Total Disability (Continued)

amount paid or payable under the section entitled "Specific Loss Accident Indemnity" of this policy as the result of the same Accident.

Family Transportation *

If following an Injury which results in a Loss covered under the "Specific Loss Schedule" section of the Policy, You are confined as an inpatient to a Hospital located more than 150 kilometres from Your residence, We will refund the reasonable and necessary expenses actually incurred by any Immediate Family Member(s) or a family representative for Accommodation and transportation by the most direct route from the normal place of residence of such Immediate Family Member(s) or family representative to You and return to the normal place of residence of such Immediate Family Member(s) or family representative up to a maximum of \$15,000. Private transportation expenses are limited to \$0.25 per kilometre travelled.

Payment is not made for board or other ordinary living, travelling or clothing expenses.

Seat Belt **

If You are driving or riding in a Vehicle and wearing a properly fastened Seat Belt at the time of the Accident, and an Injury results in a Loss payable under the "Specific Loss Schedule" section of the Policy, The Citadel will pay an additional sum equal to 10% of the amount payable for such Loss, subject to a maximum of \$25,000.

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

"Intoxicated" and "under the influence of drugs" are as defined by the jurisdiction where the Accident occurs.

Home Alteration and/or Vehicle Modification

If You sustain the Loss of or Loss of Use of Both Feet or Legs or becomes Quadriplegic, Paraplegic or Hemiplegic, for which indemnity becomes payable under the Policy, and You subsequently requires the use of a wheelchair to be ambulatory, We will refund the reasonable and necessary expenses actually incurred during the 3 year period following the Accident, to a maximum of \$15,000, for the cost of alterations to Your principal residence for the purpose of making it accessible, and/or the cost of modifications to 1 motor vehicle utilized by You, when such modifications are approved by licensing authorities where required, for the purpose of adapting it to the needs of the Insured Person.

Payment by Us for the total of all expenses incurred by or for You will not exceed a maximum of fifteen thousand dollars (\$15,000) as the result of any one Accident. The amount payable under this section will be coordinated with any amount paid or payable under any other insurance plan providing the same or similar benefit.

Hospital Indemnity **

If any Loss covered under the "Specific Loss Schedule" section of the Policy confines You to a Hospital and You are under the Regular Care and Attendance of a Physician for the treatment of an Injury, You will receive a daily benefit of 1/30th of 1% of Your Principal Sum from the 5th day of hospitalization, up to a maximum of \$2,500 per month and for a maximum duration of 365 days per Accident.

Hospitalization required for treatment of any Injury other than for a Specific Loss is also covered in accordance with the above terms, provided such hospitalization begins within 365 days of the date of the Accident which caused the Injury and insurance is in force. The daily benefit is payable from the 5th day of hospitalization.

Hospitalization is either a single uninterrupted confinement in a Hospital or several successive confinements in a Hospital as a result of the same Accident, provided each such confinement is separated by a period of less than 90 consecutive days. All confinements must occur within 730 days of the date of the Accident.

Hospital Indemnity ** (Continued)

Only one period of hospitalization will be payable for all injuries sustained as the result of the same Accident.

Note

Benefits marked with an asterisk (*) are only payable under 1 of the policies issued to the Employer by The Citadel.

Benefits marked with 2 asterisks (**) are payable up to the percentage of Principal Sum as stated in the policy subject to one combined maximum for similar benefits provided under any other policy issued to Your Employer by the Citadel.

Aircraft Coverage

You are covered only while flying as a passenger in any aircraft holding a current and valid certificate of airworthiness (other than an aircraft owned, operated or leased by or on behalf of the Employer) and flown by a licensed pilot. Coverage also applies while flying as a passenger in a military aircraft.

Exposure and Disappearance

Unavoidable exposure to the elements is covered under the Policy as any other Loss, provided such exposure is sustained as the result of a covered Accident.

You are presumed to have suffered Loss of Life caused by an Accident if his body is not found within 1 year after the disappearance, sinking or wrecking of the conveyance in which You were riding at the time of the Accident.

Aggregate Limit

A maximum limit of \$2,500,000 is imposed on the total of all losses arising out of any one Accident covered under the program.

This means that if You and any other persons insured under the program suffer losses occurring from the same Accident, and the total of all benefits (the benefit You are entitled to added to those which the others are entitled to) is greater than the aggregate limit of indemnity amount, then the amount payable to each individual will be proportionately reduced so that the total amount of all benefits payable equals \$2,500,000.

The aggregate limit of indemnity only applies to losses payable under the following section of the Policy:

Specific Loss Schedule
Permanent Total Disability

To Whom Are Benefits Paid

Your Loss of Life benefit is payable to the beneficiary designated on Your Basic Group Life Insurance application, otherwise to Your estate. All other indemnities payable are payable to You, with the exception of the following benefits:

Education
Day-Care
Workplace Modification and Accommodation
Occupational Training
Repatriation
Family Transportation

Effective Date of Coverage

Coverage commences on the date insurance under the Employers Basic Group Life Insurance contract becomes effective with respect to an Employee who becomes insured under such program after the Effective Date of the Policy.

When Insurance Coverage Stops

Your insurance coverage stops on the earliest of the following dates:

- (1) on the date the Policy is terminated;
- (2) on the premium due date if the Employer fails to pay Us Your premium;
- (3) on the date You reach age 70;
- (4) on the date You cease to be an active employee on account of leave of absence, lay-off, maternity leave, disability, resignation, dismissal, pension or retirement, except as provided under:

Waiver of Premium
Continuation of Coverage During Approved Leaves
Extension of Coverage
Retirement

Waiver of Premium

Provided You have been approved for Waiver of Premium and remain eligible for such under the terms and conditions of the Employer's Group Long Term Disability Insurance policy, You need not pay any further premiums under the Policy for Yourself, while You remain disabled, until the earliest of the following dates:

- (1) the Policy terminates;
- (2) You reach age 65;
- (3) You cease to be totally disabled.

All terms and provisions of the Policy in affect as of the date of commencement of disability will apply during the period premiums are waived, including provisions relating to reductions in amount of insurance.

Waiver of Premium (Continued)

Notwithstanding anything contained to the contrary in the Policy, benefits payable for any Loss which occurs while this clause is in effect cannot exceed the amount of insurance payable on the commencement date of disability.

Continuation of Coverage

Your coverage under this benefit will be continued, if coverage is continued under Your Basic Group Life Insurance contract during any approved leave of absence, temporary lay-off, maternity leave or disability leave, provided payment of premium is continued.

All terms and provisions of the Policy apply during the period of the leave, including provisions relating to reductions in amounts of insurance.

Notwithstanding anything contained to the contrary in the Policy, benefits payable for any Loss which occurs while this clause is in effect cannot exceed the amount of insurance payable on the commencement date of the leave.

Extension of Coverage

Coverage under this policy may be continued for a period of up to twelve (12) months for an Insured Person whose employment has been terminated by the Policyholder, provided such continuation of coverage is required by the Employment Standards Act or by a severance package agreement received by the Insured Person from the Policyholder and payment of premium is continued.

This extension of coverage will terminate at 12:01 a.m., Standard Time, on the first (1st) day of the month following either the completion of the twelve (12) month period or the date the Insured Person returns to work in any capacity, whichever is earlier.

Extension of Coverage (Continued)

The coverage which is continued under this clause will be subject to the terms and provisions of this policy in effect as of the date of termination of employment, including any provision providing for reductions in amounts of insurance.

Notwithstanding anything contained to the contrary in this policy, in no event will benefits payable for any Loss which occurs while coverage is being continued under this clause exceed the amount of insurance that would have been payable to the Insured Person at the date of termination of employment.

Retirement

The insurance of an Insured Person who retires from service with the Policyholder prior to age sixty-five (65) will remain in force, by payment of premium at the regular premium rate, until the end of the month during which such Insured Person reaches sixty-five (65) years of age.

The insurance of an Insured Person will remain in force beyond the end of the month during which the sixty-fifth (65th) birthday or date of retirement occurs, if such is later, by payment of premium at the regular premium rate. However, insurance with respect to such Insured Person

- (1) will be limited to a maximum of one hundred thousand dollars (\$100,000),
- (2) will not exceed the Principal Sum with respect to Quadriplegia, Paraplegia and Hemiplegia and
- (3) will terminate at the end of the month during which the Insured Person reaches seventy (70) years of age.

Insurance cannot be increased after the date of retirement and any excess premium inadvertently accepted by the Insurer will be returned to the Policyholder.

What We Will Not Pay For

An Insured Person is not covered for Loss caused or contributed to by:

- (1) suicide or intentionally self-inflicted Injury;
- (2) war, whether declared or not;
- (3) participation in a riot, insurrection, civil commotion or disturbance;
- (4) active full-time, part-time or temporary service in the armed forces of any country;
- (5) air travel, except as specifically provided for under the "Aircraft Coverage";
- (6) medical treatment or surgery, except if the medical treatment or surgery was needed because of an Accident.

In the Event of a Claim

If a person insured under the Policy is injured and the Injury may lead to a claim under the Policy, We must be notified in writing within 30 days of the Accident causing the Injury. You or Your representative may notify our Head Office in Toronto, any of our Regional Offices in Canada or our authorized agent. Whomever You contact should be advised of Your name and the policy number under which You are insured. If You or Your representative do not contact Us within 30 days, but can show that it was not reasonably possible to contact Us within the 30 day period, Your claim will not be invalidated solely because of failure to contact Us within the 30 day period, but in no event later than 1 year after the date of the Accident.

Upon receipt of Your notice of claim, We will supply You or Your representative with any form or forms necessary to show proof of loss. If We have not supplied the form or forms within 15 days of the date notice of claim was received, You or Your representative may satisfy Your obligation under this section by submitting a letter describing the Accident or occurrence causing the loss, the nature of the loss and the extent of the loss for which Your claim is made.

In the Event of a Claim (Continued)

Written proof of loss that You have suffered must be provided to Us within 90 days of the loss. If it is shown that it was not reasonably possible to provide proof within this time, and if proof is supplied as soon as reasonably possible, the claim will not be invalidated solely because of failure to provide proof of loss within the 90 day period, but in no event later than 1 year after the date of the Accident.

While Your claim is pending, We will have the right and the opportunity to examine the person suffering the loss as often as necessary. If the claim is for loss of life, We will also have the right and opportunity to require an autopsy where it is not forbidden by law.

We will pay all amounts payable under the Policy immediately after We have received satisfactory proof of loss.

We will pay all claims under the Policy in Canadian Currency.

Limits Of The Policy

Any changes to the Policy which have been approved by Us will become part of the Policy. No change will be valid unless approved by an officer of The Citadel, with such approval set out in an endorsement attached to the Policy. No one else, including any agent, has the authority to change any part of the Policy. If the Policy is amended, the provisions of this certificate will automatically be amended to conform to the amended provisions of the Policy.

If You or Your representative believe there is cause to bring legal action against Us, action may be brought not sooner than 60 days after providing Us with proof of loss according to the terms of the Policy. No such action may be brought unless brought within 1 year (3 years in the province of Quebec) of the expiration of the time within which proof of loss is required by the Policy.

If any time limits which We have prescribed in the Policy are less than those permitted by the law of the province in which the claimant is

Limits Of The Policy (Continued)

residing at the time of claim, then it is understood that such limits are extended to agree with the minimum period permitted by law.

The Policy may be cancelled by the Employer by mailing to The Citadel written notice stating when cancellation is to be effective. The date of cancellation will not precede the date of written notice. The Policy may be cancelled by The Citadel by mailing to the Employer written notice stating when, not less than 30 days prior to the Policy anniversary date, cancellation is to be effective. The mailing of such notice will be sufficient proof of notice and the effective date of cancellation stated in the notice will become the end of the Policy period. Delivery of such notice by The Citadel or by the Employer will be considered the same as mailing.

We will be permitted to examine the Employer's records relating to the Policy at any reasonable time up to 2 years after the Policy has expired or been cancelled, or until all claims under the Policy have been settled, whichever is later.

IN WITNESS WHEREOF, The Citadel General Assurance Company has caused this certificate to be signed by its President and Secretary.

John J. O'Hoski
Secretary

William Breckles
President & Chief Executive Officer

This certificate is an outline of the coverage and should be retained for reference. The Group Policy sets forth in detail the terms and conditions of the program and all rights and obligations are determined in accordance with the Group Policy, not this certificate. For exact provisions of coverage, please contact the Employer.