**SECTION B – ACCIDENT BENEFITS – S.P.F. No. 4
YUKON TERRITORY**

The Insurer agrees to pay to or with respect to each insured person as defined in this Section who sustains bodily injury or death directly and independently of all other causes by an accident arising out of the use or operation of an automobile:

**SUBSECTION 1 — MEDICAL PAYMENTS AND FUNERAL BENEFITS**

1. All reasonable expenses incurred within two years from the date of the accident as a result of such injury for necessary medical, surgical, dental, hospital, professional nursing and ambulance service and, in addition, for such other services and supplies which are, in the opinion of the insured person's attending physician and that of the Insurer's medical adviser, essential for the treatment of said person, to the limit of $10,000 per person.
2. Funeral services up to the amount of $2,000 in respect to the death of any one person.

The Insurer shall not be liable under this subsection for those portions of such expenses payable or recoverable under any medical, surgical, dental or hospitalization plan or law or, except for similar insurance provided under another automobile insurance contract, under any other insurance contract or certificate issued to or for the benefit of any insured person.

**SUBSECTION 2 — DEATH AND TOTAL DISABILITY**

**Part I — Death Benefits**

(b) 19 years of age or over and residing in the same dwelling premises as the head of household who, because of mental or physical infirmity, is principally dependent upon the head of household or the spouse of the head of household (or both of them) for financial support;

1. the total sum payable shall be paid with respect to death of head of household
or spouse to the surviving spouse. If there is no surviving spouse in the household, no amount shall be payable unless there are surviving dependent relatives, and in that event the total sum payable shall be divided equally among the surviving dependent relatives;
2. the total amount payable with respect to death due to a common disaster of head of household and spouse shall be paid equally to surviving dependent relatives;

A. Subject to the provisions of this Part I, for death, a payment of a Principal Sum — based on the age and status at the date of the accident of the deceased in a household where the head of the household or the spouse or dependents survive — of the following amounts:

**Status of Deceased at Date of Accident**

|  |  |  |  |
| --- | --- | --- | --- |
| **Age of Deceased At Date of Accident** | **Head of Household** | **Spouse In Two Parent Households** | **Dependent Relative** |
| **Up** to age 4 years |  |  | $ 1,000 |
| Age 5 to 9 |  |  | 2,000 |
| Age 10 to 18 | $10,000 | $10,000 | 3,000 |
| Age 19 to 64 | 10,000 | 10,000 | 2,000 |
| Age 65 to 69 | 10,000 | 10,000 | 2,000 |
| Age 70 and over | 10,000 | 10,000 | 1,000 |

In addition, with respect to death of head of household,

1. where there are two or more survivors, being spouse and/or dependent relatives, the principal sum payable is increased 20% for each survivor other than the first; and
2. where there are one or more survivors, being spouse and/or dependent relatives, 1% of the total principal sum payable each week for a period of 104 weeks. Any weekly benefit shall terminate upon death of all such survivors.

B. For the purpose of this Part I

1. "head of household" means that member of a household with the largest income in the year preceding the date of the accident;
2. "dependent relative" means a person
3. under the age of 19 years for whose support the head of household or the spouse of the head of household (or both of them) is legally liable and who is dependent upon either or both of them for financial support;
4. the sum payable with respect to the death of a dependent relative shall be paid to the head of household or, if he does not survive, to the surviving spouse of the head of household but, if neither the head of household nor the spouse survives, no amount is payable;
5. amounts payable under this Part I shall be paid only to a person who is alive 60 days after the death of the insured person;
6. the amount payable under this Part I for the death of any person shall be reduced by the amount of any payments made to or for such person with respect to the same accident under Part II, Total Disability.

**Part II —Total Disability**

A weekly benefit for the period during which the injury shall wholly and continuously disable such insured person, provided:

1. such person was employed at the date of the accident;
2. within 60 days from the date of the accident such injury prevents him from performing any and every duty pertaining to his occupation or employment;
3. no benefit shall be payable for the first seven days of such disability or for any period in excess of 104 weeks.

**Amount of Weekly Benefit —** The weekly benefit payable shall be 80% of the average gross weekly earnings, subject to a maximum of $300 per week and a minimum of $100 per week. The above benefits shall be subject to the terms of clause (3) below.

For the purpose of this Part II,

(1) a person living in the same dwelling premises as his or her spouse and not otherwise engaged in occupation or employment for wages or profit, if injured, shall be deemed disabled only if completely incapacitated and unable to perform any of his or her household duties, and while so incapacitated shall receive $100 per week for not more than 26 weeks.

(2) a person shall be deemed to be employed

1. if actively engaged in occupation or employment for wages or profit at the date of the accident; or
2. if 19 years of age or over, so engaged for any six months during the 12 months preceding the date of the accident.

(3) where the benefits for loss of time payable hereunder, together with benefits for loss of time under another contract, including a contract of group accident insurance and a life insurance contract providing disability insurance, exceed the money value of the time of the insured person, the Insurer is liable only for that proportion of the benefits for loss of time stated in this policy that the money value of the time of the person insured bears to the aggregate of the benefits for loss of time payable under all such contracts;

(4) the disability of the insured person shall be certified by a duly qualified medical

practitioner, if so required by the Insurer.

**SPECIAL PROVISIONS, DEFINITIONS AND EXCLUSIONS OF SECTION B**

1. **Definitions**

In this Section,

The words "insured person" mean,

(a) any person, while the occupant of an owned automobile or a customers

automobile;

(b) any person, not the occupant of an automobile or of railway rolling-stock that runs on rails, who is struck, in Canada, by an owned automobile or a customers automobile;

(c) the insured and, if residing in the same dwelling premises as the insured,

his or her spouse and any dependent relative of either:

(i) while an occupant of any other automobile except an automobile used for carrying passengers for compensation or hire or for commercial delivery; or

(ii) while not the occupant of an automobile or of railway rolling-stock that runs on rails who is struck by any other automobile;

provided that, under (i) and (ii) above,

1. the insured is an individual or are two spouses in a household;
2. such other automobile is not owned or regularly or frequently used by the insured or by any person or persons residing in the same dwelling premises as the insured;

(d) any employee or partner of the insured for whose regular use an owned

automobile is provided and, if residing in the same dwelling premises as such employee or partner, his or her spouse and any dependent relative of either;

(i) while an occupant of any other automobile except an automobile used for carrying passengers for compensation or hire or for commercial delivery; or

(ii) while not the occupant of an automobile or of railway rolling-stock that runs on rails who is struck by any other automobile;

provided that under (i) and (ii) above,

1. neither such employee nor partner or his or her spouse is the owner of an automobile nor is leasing an automobile for a period in excess of 30 days;
2. such other automobile is not owned or regularly or frequently used by the employee or partner, or by any person or persons residing in the same dwelling premises as such employee or partner.

**(2) Exclusions**

(a) The Insurer shall not be liable under this Section for bodily injury to or the death of any person while engaged in the repair or servicing of an automobile in the course of the business stated in Item 3 of the application except for road testing and pick-up and delivery.

(b) The Insurer shall not be liable under clause (1) of subsection 1, nor under Part II of subsection 2 of this Section for bodily injury to any person,

(i) resulting from the suicide of such person or attempt thereat, whether sane or insane; or

1. who is entitled to receive the benefits of any Workmen's Compensation law or plan as a result of the accident; or
2. where the person at the time of the accident is engaged in a race or speed test; or
3. caused directly by sickness or disease; or
4. who is using the automobile for any illicit or prohibited trade or transportation.

(c) The Insurer shall not be liable under Part II of subsection 2 of this Section for bodily injury,

(i) sustained by any person who is convicted of an offence under section 253(b) of The Criminal Code (driving with more than 80 milligrams of alcohol in 100 millilitres of blood) or under section 253(a) of The Criminal Code (driving while ability to drive impaired by alcohol or a drug) occurring at the time of the accident; or

1. sustained by any person driving the automobile who is under the age prescribed by the law of the jurisdiction in which the accident occurs as being the minimum age at which a licence or permit to drive the automobile may be issued to him; or
2. sustained by any person driving the automobile who is not for the time being either authorized by law or qualified to drive the automobile.

**(3) Notice and Proof of Claim**

The insured person or his agent, or the person otherwise entitled to make claim or his agent, shall,

1. give written notice of claim to the Insurer by delivery thereof or by sending it by registered mail to the chief agency or head office of the insurer in the Province, Territory or Territories, not later than 30 days from the date of the accident, or as soon as practicable thereafter;
2. within 90 days from the date of the accident for which the claim is made, or as soon as practicable thereafter, provide to the Insurer such proof of claim as is reasonably possible in the circumstances of the happening of the accident and the loss occasioned thereby;
3. if so required by the Insurer, provide a certificate as to the cause and nature of the accident for which the claim is made and as to the duration of the disability caused thereby from a duly qualified medical practitioner.

**(4) Medical Reports**

The Insurer has the right and the claimant shall afford to a duly qualified medical practitioner named by the Insurer an opportunity to examine the person of the insured's person when and as often as it reasonably requires while the claim is pending, and also, in the case of the death of the insured person, to make an autopsy subject to the law relating to autopsies.

**(5) Release**

Notwithstanding any release provided for under the relevant sections of The Insurance Act or Ordinance, as the case may be, the Insurer shall demand, as a condition precedent to payment of any amount under Section B of the policy, a release in favour of the insured and the Insurer from liability to the extent of such payment from the insured person or his personal representative or any other person.

**(6) When Moneys Payable**

1. All amounts payable under Section B, other than benefits under Part II of subsection 2 hereof, shall be paid by the Insurer within 60 days after it has received proof of claim. The initial benefits for loss of time under Part II of subsection 2 hereof shall be paid within 30 days after it has received proof of claim, and payments shall be made thereafter within each 30-day period while the Insurer remains liable for payments if the insured person, whenever required to do so, provides prior to payment proof of continuing disability.
2. No person shall bring an action to recover the amount of a claim under this Section unless the requirements of provisions 3 and 4 hereof are complied with, nor until the amount of the loss has been ascertained as provided in this Section.
3. Every action or proceeding against the Insurer for the recovery of a claim under this Section shall be commenced within one year from the date on which the cause of action arose and not afterwards.

Insofar as applicable the General Provisions, Definitions, Exclusions, and Statutory Conditions of the policy also apply.

**SECTION D – UNINSURED MOTORIST COVER
S.P.F. No. 4 -YUKON TERRITORY**

All sums which every insured person shall be legally entitled to recover as damages for bodily injury, and all sums which any other person shall be legally entitled to recover as damages because of the death of any insured person, from the owner or driver of an uninsured or unidentified automobile as defined herein.

1. **The Insurer shall not be liable under this subsection,**
2. to any person who has a right of recovery under an unsatisfied judgment or similar fund or plan in effect in any jurisdiction of Canada or the United States of America;
3. to any person who, without the written consent of the Insurer, makes directly or through his representative any settlement with or prosecutes to judgement any action against any person or organization which may be legally liable therefor;
4. for any amount in excess of the minimum limit(s) for automobile bodily injury liability insurance applicable in the jurisdiction in which the accident occurs regardless of the number of persons so injured or killed, but in no event shall such limit(s) exceed the minimum limit(s) applicable in the jurisdiction stated in item 1 of the application.
5. **Uninsured automobile defined**

An "uninsured automobile" under this section means an automobile with respect to which neither the owner nor driver thereof has applicable and collectible bodily injury liability insurance for its ownership, use or operation, but shall not include an automobile owned by or registered in the name of

1. the named insured or by any person residing in the same dwelling premises therewith; or
2. the governments of Canada or the United States of America or any political sub-division thereof or any agency or corporation owned or controlled by any of them; or
3. any person who is an authorized self-insurer within the meaning of a financial or safety responsibility law; or
4. any person who has filed a bond or otherwise given proof of financial responsibility with respect to his liability for the ownership, use or operation of automobiles.
5. **Unidentified automobile defined**

An "unidentified" automobile under this subsection means an automobile which causes bodily injury or death to an insured person arising out of physical contact of such automobile with the automobile of which the insured person is an occupant at the time of the accident, provided

1. the identity of either the owner or driver of such automobile cannot be ascertained, and
2. the insured person or someone on his behalf has reported the accident within 24 hours to a police, peace or judicial officer or to an administrator of motor vehicle laws and shall have filed with the Insurer within 30 days thereafter a statement under oath that the insured person or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity cannot be ascertained and setting forth the facts in support thereof; and
3. at the request of the Insurer, the insured person or his legal representative makes available for inspection the automobile of which the insured person was an occupant at the time of the accident.

**(4) Limits of liability**

1. if claim is made under this subsection and claim is also made against any person who is an insured under section A — Third Party Liability of this policy, any payment under this subsection shall be applied in reduction of any amount which the insured person may be entitled to recover from any person who is insured under section A;
2. any payment made under Section A or under subsections 1 or 2 of section B of this policy to an insured person hereunder shall be applied in reduction of any amount which such person may be entitled to recover under this subsection.

**(5) Determination of legal liability and amount of damages**

The determination as to whether the insured person shall be legally entitled to recover damages and if so entitled, the amount thereof, shall be made by agreement between the insured person and the Insurer.

If any difference arises between the insured person and the Insurer as to whether the insured person is legally entitled to recover damages and, if so entitled, as to the amount thereof these questions shall be submitted to arbitration of some person to be chosen by both parties, or if they cannot agree on one person, then by two persons, one to be chosen by the insured person and the other by the Insurer, and a third person to be appointed by the persons so chosen. The submission shall be subject to the provisions of the Arbitration Act and the award shall be binding upon the parties.

**(6) Notice of legal action**

If, before the Insurer makes payment of loss hereunder, the insured person or his representative shall institute any legal action for bodily injury or death against any other person owning or operating an automobile involved in the accident, a copy of the writ of summons or other process served in connection with such legal action shall be forwarded immediately to the Insurer.