



## Intact Insurance Company

### Key Personnel Accident Form

Words and phrases in quotations have special meaning as defined in Clause 10.

#### 1. INSURING AGREEMENT:

Subject to all its terms and conditions, this Form insures the "named insured" against the "total disability" of an "insured person" caused by or resulting from "injury".

#### 2. INDEMNITY PAYABLE FOR TOTAL DISABILITY:

- (a) When an "insured person", prior to age sixty-five (65), sustains "total disability" commencing within thirty (30) days from the date of the accident, the Insurer will pay "named insured" a "weekly indemnity" for each week of "total disability", subject to the "maximum period payable" stated for the "insured person" in the "schedule", or until the "insured person" reaches age sixty-five (65), whichever occurs first.
- (b) The "weekly indemnity" payable for "total disability" shall be payable from the first day of such "total disability".
- (c) The "weekly indemnity" payable for periods which are less than one (1) week will be paid on the basis of one-seventh (1/7th) of the "weekly indemnity", for each day of "total disability".

#### 3. CONDITIONS OF INDEMNITY:

Indemnity under this Form:

- (a) is payable to the "named insured";
- (b) is applicable only with respect to an "insured person" who is gainfully employed on a "full-time" or "permanent part-time basis immediately before the date of the "injury";
- (c) is payable for "total disability" caused by or resulting from an "injury" for which medical treatment is being rendered, prescribed or recommended;
- (d) is payable only if "total disability" occurs within thirty (30) days of the accident;
- (e) is not payable for any period of "total disability" during which the "insured person" is not under the "regular care and attendance of a physician".

#### 4. EXCLUSIONS:

This Form shall not apply to:

- (a) intentionally self-inflicted injury while sane or self-inflicted injury while insane;
- (b) declared or undeclared war or any acts thereof, nor perpetuation of acts of terrorism, nor participation in a riot or insurrection or civil commotion;
- (c) service in the armed forces of any country;

- (d) participation in any professional athletics;
- (e) participation in acrobatic or stunt flying, mountaineering, hang gliding, scuba diving or any racing or speed contests.

#### **5. EXAMINATION OF RECORDS:**

The Insurer shall be permitted to examine the records of the "named insured" relating to this insurance at any reasonable time until two (2) years after expiration of the Policy or final adjustment and settlement of all claims under this Form, whichever is the later.

#### **6. REQUIREMENTS IN THE EVENT OF LOSS:**

- (a) Written notice of loss must be given to the Insurer within thirty (30) days of the date of such loss. The notice may be given to the Insurer at any of its offices within Canada or to the insurance agent or broker named in the "declarations". The notice shall include particulars sufficient to identify the "insured person" and the "named insured".
- (b) Within thirty (30) days of receiving notice of loss, the Insurer will supply the claimant with such forms as are usually supplied by it for filing proofs of loss.
- (c) Written proof of loss must be given to the Insurer within ninety (90) days of the date of loss.
- (d) Failure to comply with paragraphs (a) and (c) of this condition shall not invalidate any claim, provided it is shown not to have been reasonably possible to give such notice within thirty (30) days or proof within ninety (90) days, and that notice or proof was given as soon as reasonably possible, but in any event within twelve (12) months of the date of loss.
- (e) The Insurer shall have the right and opportunity to examine the person of the "insured person" when and so often as it may reasonably require during the pendency of a claim against this Form.
- (f) All indemnity payable under this Form shall be paid by the Insurer immediately after receiving proper proof of loss.
- (g) Legal action to recover indemnity under this Form shall not be taken before sixty (60) days or later than twelve (12) months (thirty six (36) months in the province of Quebec) after proof of loss has been submitted to the Insurer.

#### **7. TERMINATION OF COVERAGE RESPECTING AN "INSURED PERSON":**

The coverage provided to an "insured person" by this Form shall immediately terminate on the earliest on the following dates:

For an "insured person" named in the "schedule"

- (a) on the date the Policy is terminated or expires, or
- (b) on the date such "insured person" no longer conforms to Definition (e) in Clause 10 of this Form.

#### **8. CANCELLATION OF FORM AND POLICY:**

- (a) This Form or Policy may be cancelled by the "named insured" mailing written notice to the Insurer, stating the cancellation date, which shall not be sooner than the date of mailing.

- (b) This Form or Policy may be cancelled by the Insurer mailing fifteen (15) days' written notice by registered mail to the "named insured" at the address shown in the "declarations".
- (c) Any refund of premium shall be calculated on a pro rata basis. If the Form or Policy is cancelled by the Insurer, the refund shall accompany the notice of cancellation.

#### **9. CURRENCY:**

All "weekly indemnity" premiums and other amounts in this Form are in Canadian currency.

#### **10. DEFINITIONS:**

Wherever used in this Form and its endorsements:

- (a) "Declarations" means the declarations attached to this Policy for the current Period of Insurance.
- (b) "Full-time" means the "insured person" must work a minimum of thirty (30) hours per week for wage or profit.
- (c) "His occupation" means the occupation engaged in by the "insured person" on a "full-time" or "permanent part-time" basis for wage or profit immediately prior to the occurrence of any "injury" covered under this Form.
- (d) "Injury" means bodily injury caused by an accident occurring during the Period of Insurance shown in the "declarations", and resulting directly and independently of all other causes in "total disability".
- (e) "Insured person" means the individual(s) named in "schedule" so long as they are owners, officers or employees of the "named insured", resident in Canada and under the age of sixty five (65).
- (f) "Maximum period payable" means the maximum number of weeks for which indemnity will be payable due to "injury" to an "insured person" as specified in the "schedule" attached to this Form.
- (g) "Named insured" means the person(s) or organization(s) shown as THE NAMED INSURED in the "declarations".
- (h) "Permanent part-time" means the "insured person" must work a minimum of twenty (20) hours per week for wage or profit.
- (i) "Regular care and attendance of a physician" means observation and treatment to the extent necessary under existing standards of medical practice for the condition requiring medical attention.
- (j) "Total disability" means that the "insured person", due to an "injury":
  - (i) is unable to perform the substantial and material duties pertaining to "his occupation"; and
  - (ii) requires the "regular care and attendance of a physician".
- (k) "Schedule" means the schedule attached to this Form for the current Period of Insurance.
- (l) "Weekly indemnity" means the maximum weekly amount payable due to "injury" to an "insured person" as specified in the "schedule" attached to this Form.