

## OFF ROAD VEHICLE OPTIONAL COVERAGE ENDORSEMENT (2013)

The following are Optional Coverages under this policy. The Declaration page shows which, if any, of these coverages you have requested and the premium that applies.

The Optional Coverages that are shown on the Declaration page are attached to a policy wording which contain various conditions and exclusions. Your coverage under the Optional Coverage Endorsement is subject to such conditions and exclusions except when such condition or exclusion is similar to, or is modified by, a clause in the Optional Coverage Endorsement, in which case the condition or the exclusion in the Optional Coverage Endorsement shall apply.

### **SEARCH AND RESCUE EXPENSE ENDORSEMENT**

We will pay up to \$10,000 for the reasonable and customary expenses you are obligated to pay by reason of liability imposed upon you by law or statute in the event Search & Rescue is involved in an incident under the guidance of the Provincial Emergency Program or similar authority.

This section of the policy is subject to all other policy terms and conditions.

No deductible applies to this coverage

### **ACCIDENT BENEFITS ENDORSEMENT**

Words in **bold print** in this Endorsement of Insurance have special meaning, as defined in the DEFINITIONS.

#### INSURING AGREEMENT

We will pay you the benefits as specified in Parts I and II and as stated in the Schedule, for a loss sustained by the **Insured Person**, resulting from **Bodily Injury** caused by an **Accident**, the **Accident** which occurs during the Term of Insurance and while operating or riding as a passenger on the **insured vehicle** or another vehicle of the same type.

We will pay the benefits as specified in Parts I and II and as stated in the Schedule, for a loss sustained by the **Insured Person**, resulting from **Bodily Injury** caused by an **Accident**, the **Accident** which occurs during the Term of Insurance.

The total amount payable under this Section of Insurance for one or more **Accidents** shall not exceed the largest single benefit as stated in the Schedule, being twenty five thousand dollars (\$25,000).

#### PART I: ACCIDENTAL DEATH & DISABILITY

We will pay the applicable benefit, as stated in the Schedule below, if the person insured suffers **Bodily Injury**.

We will pay you the benefit from a loss under Items 2 through 20 only if the person insured sustaining such loss survives **for 30** days after the **Accident**.

#### ACCIDENTAL DEATH AND DISABILITY

		<b>Benefits</b>
<b>Loss or Loss of Use:</b>	1. Death	\$25,000
	2. Both Feet	\$25,000
	3. The entire sight of both eyes	\$25,000
	4. One hand and one foot	\$25,000
	5. One hand and the entire sight of one eye	\$25,000
	6. One foot and the entire sight of one eye	\$25,000
	7. One arm	\$18,750
	8. One leg	\$18,750
	9. One hand	\$16,750
	10. One foot	\$16,750
	11. The entire sight of one eye	\$16,750
<b>Loss of:</b>	12. Thumb and index finger	\$ 8,250
	13. Speech and hearing in both ears	\$25,000
	14. Speech	\$16,750
	15. Hearing in both ears	\$16,750
	16. Hearing in one ear	\$ 4,250
<b>Total Paralysis:</b>	17. Both upper and lower limbs (quadriplegia)	\$25,000
	18. Both lower limbs (paraplegia)	\$25,000
	19. Both the upper and the lower limb of one side of the body (hemiplegia)	\$25,000
	<b>20. Permanent Total Disability</b>	<b>\$25,000</b>

#### PART II: WEEKLY ACCIDENT BENEFITS & OTHER ACCIDENT EXPENSES

##### **21. Weekly Accident Benefits (\$25,000 Maximum)**

We will pay 75% of the Insured Person's average weekly wage not exceeding a maximum of \$500 per week. This Benefit is applicable only to those Insured Persons under age sixty-five (65), who are gainfully employed on a full-time basis.

When as the result of **Bodily Injury** and commencing within thirty (30) days of the date of the **Accident** an Insured Person is wholly and

continuously disabled and prevented from performing the substantial and material duties pertaining to his usual occupation, the Insurer will pay the Weekly Accident Indemnity as stated above for the period the Insured Person is so disabled and under the Regular Care and Attendance of a Physician, commencing on the eighth day (8<sup>th</sup> day) of disability, not to exceed fifty-two (52) consecutive weeks as the result of any one Injury.

The benefit payable to the Insured Person will take into account any of the benefits payable under the following plans, but will not include any amounts payable on account of eligible dependents, if any:

- (a) The disability or retirement provisions of the Canada or Quebec pension plans;
- (b) The benefits payable in accordance with the Workers` Compensation or Occupational Disease Act or Law, or any other law which provides compensation for a occupational injury;
- (c) The income benefits provided by or through any government Plan of automobile insurance or similar legislation;
- (d) The amounts paid or payable under a group insured or non-insured disability plan (including association group).
- (e) The Employment Insurance Act if the employment Insurance benefit does not include the amounts paid or payable under this policy as earnings in determining the benefits payable under the Act.

Any subsequent changes to the amounts payable under any of the above stated benefits which are specifically designated as cost-of-living adjustments will neither reduce nor increase the amount of Weekly Accident Benefit payable hereunder

#### **22. Daily Hospital Benefit (\$1,500 Maximum)**

(Applicable to Insured Persons not eligible for the Weekly Accident Indemnity)

A daily Benefit will be payable when an Insured Person is hospitalized as an in-patient and under the care of a Physician, but only if such Period of Hospitalization:

- (a) Is necessary for the treatment of Injury, and
- (b) Begins while insurance under this policy is in force as to the Insured Person.

Such daily benefit will be paid for each Day of Such Hospitalization, but in no event more than thirty (30) days per accident. If a particular condition causes more than one Period of Hospitalization due to the same or related causes, then the maximum benefit duration (30 days) will be reinstated provided a period of one hundred and eighty-three (183) days has elapsed between Periods of Hospitalization.

``Daily Benefit`` means fifty dollars (\$50) per day with respect to the Insured Person

#### **23. Home-maker Weekly Indemnity (\$2,500 Maximum)**

When an Insured Person who is neither gainfully employed nor receiving employment insurance benefits sustains an Injury and, as the result of such injury and commencing within thirty (30) days from the date of the Accident, becomes totally and continuously disabled and is prevented from performing any and all of his regular household and or child-caring duties, the Insurer will pay, provided that the disability has continued for a period of seven (7) consecutive days, the amount of one hundred dollars (\$100) per week for the period the Insured Person is so disabled, including the seven (7) day period, while under the Regular Care and Attendance of a Physician, subject of a maximum of twenty-six (26) weeks.

#### **24. Accidental Dental Expense (\$5,000 Maximum)**

When Injury to whole and sound teeth (capped or crowned teeth will, for the purposes of this policy, be considered whole and sound), due to a force or blow external to the mouth, requires treatment, replacement or x-rays by a legally qualified dentist or oral surgeon who does not ordinarily reside in the Insured Person`s residence and is not an Immediate Family Member, the Insurer will pay the reasonable and necessary expenses actually incurred by the Insured Person within fifty-two (52) weeks after the date of the Accident for such treatment or services, but not to exceed in the aggregate the amount of five thousand dollars (\$5,000) as the result of any one (1) accident, provided the Insured Person consults with the dentist or oral surgeon within thirty (30) days from the date of the Accident.

#### **25. Accident Reimbursement Expense (\$10,000 Maximum)**

When by reason of injury, an Insured Person requires and receives medical treatment within thirty (30) days from the date of the Accident and incurs expenses for any of the following services or supplies, while under the Regular Care and Attendance of a Physician with respect to Items 1 to 7:

- (1) Private duty nursing by a licensed graduate nurse (R.N.) who does not ordinarily reside in the Insured Person`s residence or is not an Immediate Family Member, subject to a maximum of five thousand dollars (\$5000) per accident;
- (2) Transportation by a licensed ambulance service or, when recommended by a Physician, by any other conveyance licensed to carry passengers for hire to or from the nearest Hospital which is equipped to provide the required treatment, subject to a maximum of one thousand dollars (\$1,000) per Accident;
- (3) Hospital charges for the difference between the public ward allowance under the Insured Person`s Provincial Hospital Plan and the semi-private accommodation charge (private accommodation charge if recommended by a Physician);
- (4) Rental of a wheelchair, iron lung and other durable equipment for therapeutic treatment, not to exceed the purchase price prevailing at the time rental became necessary, subject to a maximum of five thousand dollars (\$5,000) per Accident;
- (5) Fees of a licensed physiotherapist or certified athletic sports therapist, subject to a maximum of five hundred dollars (\$500) per accident;
- (6) Drugs and medicines which require the written prescription of a Physician and are dispensed by a registered pharmacist or Physician, subject to a maximum of a thirty (30) day supply;
- (7) Miscellaneous expenses for hearing aids, crutches, splints, casts, trusses and braces, but not including replacement thereof; braces do not include dental braces and are subject to a maximum of seven hundred and fifty dollars (\$750) per policy term;
- (8) Fees of a licensed chiropractor, subject to a maximum of five hundred dollars (\$500) per Accident.

The Insurer will pay the reasonable and customary expenses actually incurred by the Insured Person within fifty-two (52) weeks after the date of the Accident, not to exceed in the aggregate the amount of Accident Reimbursement Expense stated in the Schedule as the result of any one (1) Accident.

``Regular Care and Attendance`` means observation and treatment to the extent necessary under existing standards of medical practice for the condition requiring such treatment. ``Immediate Family Member`` means a person at least eighteen (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

#### **MAXIMUM BENEFIT & EXPENSE**

The total amount payable to any and all insured persons for one or more **Accidents** for PART I and PART II shall be limited to twenty five thousand dollars (\$25,000).

#### **DEFINITIONS**

1. '**BODILY INJURY**' means identifiable physical injury caused by an **Accident**. A physical injury is a **Bodily Injury** only if it results, directly and independently of all other causes, in death or disablement within 365 days of the date of the **Accident**.
2. '**ACCIDENT**' ('**ACCIDENTAL**') means a sudden and unexpected event which occurs at an identifiable time and place and

while operating the insured vehicle or another vehicle of the same type.

**Accident** shall also include:

- a) exposure to the elements following an **accident**, or
  - b) the person insured's disappearance and the body not being found within 365 days and there being sufficient evidence to lead us to the conclusion that the person insured sustained **Bodily Injury** which caused the person insured's death. However, in the event of the person insured subsequently being found to be alive, any sums which we have paid shall be refunded to us.
3. **'LOSS'** with reference to:
- (i) hand or foot means the complete severance through or above the wrist or ankle joint, but below the elbow or knee joint;
  - (ii) arm or leg means the complete severance through or above the elbow or knee joint;
  - (iii) thumb means the complete loss of one entire phalanx of the thumb;
  - (iv) index finger means the complete loss of two entire phalanges of the index finger;
  - (v) eye means the irrecoverable loss of the entire sight thereof;
- and, in respect of 3. (i) - (v), shall also include **Loss of Use**:
- (vi) speech means the complete and irrecoverable loss of the ability to utter intelligible sounds
  - (vii) hearing means the complete and irrecoverable loss of hearing.
4. **'LOSS OF USE'** means the total and irrecoverable loss of use provided the loss is continuous for 365 days and such loss of use is determined to be permanent at the end of such period.
5. **'PERMANENT TOTAL DISABILITY'** means that the person insured is totally disabled and cannot undertake all the material duties of any business or occupation for which the person insured is reasonably fitted by training, education or experience for a continuous period of 365 days and, at the expiration of the 365 day period, it is reasonably certain that such disability is permanent.
6. **'LICENSED PHYSICIAN'** means a legally qualified doctor of medicine (M.D.) who is not a member of the person insured's immediate family and who is licensed to practise medicine in the jurisdiction in which he or she is providing medical treatment or consultation.
7. **'INSURED PERSON'** the person (s) named on the declaration page and their **immediate family** while operating or riding as a passenger on an **insured vehicle** or another vehicle of the same type.
8. **'IMMEDIATE FAMILY'** means your spouse, the relatives of you and your spouse, any person under 21 in your care all while living in the same household as you or while living away from home at school, university or similar institution.
9. **'INSURED VEHICLE'** means the vehicle that is insured under this policy to which this endorsement is attached.
10. **'VEHICLE'** means a self propelled vehicle of the type commonly referred to as "all terrain vehicle, "snowmobile" and/or "trail bike or dirt bike"

#### EXCLUSIONS

This Insurance does not cover death or disability in any way caused or contributed to by:

1. sickness or disease (except bacterial infection arising from **Bodily Injury**) or mental infirmity or emotional or psychological trauma;
2. war, whether declared or not, hostilities or any act of war or civil war, acts of terrorism or political instability, or active service in the armed forces of any country;
3. radioactive contamination;
4. the person insured not wearing the correct protective equipment, as may be required by the law in the jurisdiction in which the **accident** took place, at the time the **bodily injury** occurred;
5. the person insured riding or driving in any kind of official race, speed contest, hill climb or similar event;
6. any pre-existing conditions;
7. the person insured's suicide, self-destruction, attempted suicide or self-destruction, or intentionally self-inflicted injury, while sane or insane;
8. a) any drug taken, administered or injected, except on the advice of or as directed by a **Licensed Physician**;
- b) any alcoholic beverage consumed by the person insured to the level of intoxication;
- c) any poison, chemical compound, gas or fumes voluntarily taken, administered, absorbed or inhaled;
9. the person insured committing or attempting to commit a criminal act;
10. the person insured's voluntary exposure to unnecessary danger (except in an attempt to save human life);
11. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named

#### CONDITIONS

1. Notice must be given to the Insurers or their Agent as reasonably practicable of an **accident** that may result in **bodily injury** or death and the insured person must as early as possible place themselves under the care of a duly qualified medical practitioner.
2. We reserve the right not to make payment on a claim or to adjust the benefits or the premium if a false statement or omission in the application for this Insurance materially affected our decision to issue this Insurance for the premium and on the terms described in this Insurance.
3. We reserve the right not to make payment on a claim if, in the making of any claim hereunder, there shall be any fraud, misstatement, concealment or criminal act by you or the person insured.
4. If, on the effective date of this Insurance, any provision conflicts with the laws of any Province which are applicable to this Insurance, that provision is amended to meet the minimum requirements of such laws.
5. All benefit payments under this Insurance will be made in Canada in Canadian currency

## **STATUTORY CONDITIONS**

Where the terms and conditions of this policy and forms attached hereto are in conflict with the applicable provincial statutes, the interpretation most favourable to the Insured shall prevail.

### **PROVINCES OF ALBERTA AND BRITISH COLUMBIA ONLY:**

The following applies where the Insured is domiciled in, or the insured property is located in, the provinces of Alberta or British Columbia.

**LIMITATION OF ACTION:** Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act.

#### **RECOVERY BY INNOCENT PERSONS:**

- (1) Where this policy contains a term or condition excluding coverage for loss or damage to property caused by a criminal or intentional act or omission of an insured or any other person, the exclusion applies only to the claim of a person:
  - (a) whose act or omission caused the loss or damage,
  - (b) who abetted or colluded in the act or omission,
  - (c) who consented to the act or omission, and knew or ought to have known that the act or omission would cause the loss or damage, or
  - (d) who is in a class prescribed by regulation.
- (2) Nothing in section (1) allows a person whose property is insured under the contract to recover more than their proportionate interest in the lost or damaged property.
- (3) A person whose coverage under a contract would be excluded but for section (1) must comply with any requirements prescribed by regulation.

For greater certainty the relevant legislation should be reviewed.

#### **STATUTORY CONDITIONS:**

Conditions set forth under the title Statutory Conditions apply as follows:

- 1 and 6 to 13 apply only to property coverage;
- 2 to 5 and 15 apply to all policy coverage;
- (iii) 14 does not apply

### **ALL PROVINCES EXCEPT ALBERTA, BRITISH COLUMBIA AND QUEBEC:**

Where the Insured is domiciled in, or the insured property is located in, provinces or territories other than Alberta, British Columbia or Quebec, all of the Statutory Conditions below apply to the peril of fire and, as modified or supplemented by forms or endorsements attached, apply as Policy Conditions to all other perils insured by property coverage on this policy.

#### **STATUTORY CONDITIONS**

##### **(Common Law Jurisdictions only)**

#### **1. MISREPRESENTATION**

If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

#### **2. PROPERTY OF OTHERS**

The Insurer is not liable for loss or damage to property owned by a person other than the Insured unless

- (1) otherwise specifically stated in the contract, or
- (2) the interest of the Insured in that property is stated in the contract.

#### **3. CHANGE OF INTEREST**

The Insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or a change of title by succession, by operation of law, or by death.

#### **4. MATERIAL CHANGE IN RISK**

- (1) The Insured must promptly give notice in writing to the Insurer or its agent of a change that is
  - (a) material to the risk, and
  - (b) within the control and knowledge of the Insured.
- (2) If an Insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
- (3) If an Insurer or its agent is notified of a change under subparagraph (1) of this condition, the Insurer may
  - (a) terminate the contract in accordance with Statutory Condition 5, or
  - (b) notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within fifteen days after receipt of the notice, pay to the Insurer an additional premium specified in the notice.
- (4) If the Insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

#### **5. TERMINATION OF INSURANCE**

- (1) This contract may be terminated,
  - (a) by the Insurer giving to the Insured fifteen days' notice of termination by registered mail or five days' written notice of termination personally delivered, or b) by the Insured at any time on request.
- (2) If the contract is terminated by the Insurer,
  - (a) the Insurer must refund the excess of premium actually paid by the Insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
  - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- (3) If the contract is terminated by the Insured, the Insurer must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- (4) The fifteen day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.

#### **6. REQUIREMENTS AFTER LOSS**

- (1) On the happening of any loss of or damage to insured property, the Insured must, if the loss or damage is covered by the contract, in addition to observing

the requirements of Statutory Conditions 9, 10 and 11,

- (a) immediately give notice in writing to the Insurer,
  - (b) deliver as soon as practicable to the Insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
- (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed, stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,
  - (ii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the Insured,
  - (iii) stating the amount of other insurances and the names of other Insurers,
  - (iv) stating the interest of the Insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
  - (v) stating any changes in title, use, occupation, location, possession or exposures of the property since the contract was issued, and
  - (vi) stating the place where the insured property was at the time of loss,
  - (vii) (c) if required by the Insurer, give a complete inventory of undamaged property, showing in detail quantities and cost of that property, and  
(d) if required by the Insurer and if practicable,
    - (i) produce books of account and inventory lists,
    - (ii) furnish invoices and other vouchers verified by statutory declaration, and
    - (iii) furnish a copy of the written portion of any other relevant contract.
- (2) The evidence given, produced or furnished under subparagraphs (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

#### **7. FRAUD**

Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration .

#### **8. WHO MAY GIVE NOTICE AND PROOF**

Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made

- (1) by the agent of the Insured, if
  - (a) the Insured is absent or unable to give the notice or make the proof, and
  - (b) the absence or inability is satisfactorily accounted for, or
- (2) by a person to whom any part of the insurance money is payable, if the Insured refuses to do so or in the circumstances described in clause (1) of this condition.

#### **9. SALVAGE**

- (1) In the event of loss or damage to insured property, the Insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- (2) The Insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the Insured under subparagraph (1) of this condition.

#### **10. ENTRY, CONTROL, ABANDONMENT**

After loss or damage to insured property, the Insurer has

- (1) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- (2) after the Insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
  - (a) without the Insured's consent, the Insurer is not entitled to the control or possession of the insured property, and
  - (b) without the Insurer's consent, there can be no abandonment to it of the insured property

#### **11. IN CASE OF DISAGREEMENT**

- (1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process\* set out in the Insurance Act, whether or not the Insured's right to recover under the contract is disputed, and independently of all other questions.
- (2) There is no right to a dispute resolution process under this condition until
  - (a) a specific demand is made for it in writing, and
  - (b) the proof of loss has been delivered to the Insurer.

\*Dispute Resolution process in AB & BC only-Appraisal process in all other jurisdictions

#### **12. WHEN LOSS PAYABLE**

Unless the contract provides for a shorter period, the loss is payable within sixty days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the Insurer.

#### **13. REPAIR OR REPLACEMENT**

- (1) Unless a dispute resolution process has been initiated, the Insurer, instead of making payment, may repair, rebuild, or replace the insured property lost or damaged, on giving written notice of its intention to do so within thirty days after receiving the proof of loss.
- (2) If the Insurer gives notice under subparagraph (1) of this condition, the Insurer must begin to repair, rebuild, or replace the property within forty-five days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

#### **14. ACTION**

Every action or proceeding against the Insurer for the recovery of any claim under or by virtue of this contract shall be absolutely barred unless commenced within one year after the loss or damage occurs, unless legislation provides otherwise.

#### **15. NOTICE**

- (1) Written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the province.
- (2) Written notice to the Insured may be personally delivered at, or sent by registered mail addressed to, the Insured's last known address as provided to the Insurer by the Insured.

To the extent that the Civil Code of the Province of Quebec is applicable to this contract General Conditions and Provisions as set out in the Civil Code of the Province of Quebec apply. These General Conditions and Provisions, a copy of which is available on request from the Insurer, apply to all perils insured by this policy, except where such conditions and provisions may be modified or supplemented in forms or endorsements attached to this policy