

Community Living Guelph Wellington

Class 1 - Full-Time Employees regularly working
at least 25 hours per week

Policy Number: GTA 21093

Accident Insurance Plan

Date Prepared: 03/2018

ACCIDENT INSURANCE

SCOPE OF COVERAGE

You are insured against the perils described in this booklet. Your protection applies while your coverage is in force, provided the injury is sustained while you are performing the normal and regular duties which pertain to 'Your Occupation'.

DEFINITIONS

"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 purpose of this definition, Physicians and Nurses will not exclude a Member of the Immediate Family.

"Injury" means bodily injury caused by an accident occurring while your coverage is in force, where such injury is the basis of claim and results directly and independently of all other causes in loss.

"Member of the Immediate Family" means a person at least 18 years of age, who is your 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 previous include natural, adopted and step relationships), spouse, grandson, granddaughter, grandfather or grandmother.

"Nurse" means a graduate registered nurse (R.N.) or nurse who is licensed to practise nursing service by a governmental agency having jurisdiction over such licensing. Nurse is neither yourself nor a Member of the Immediate Family.

"Physician" means a doctor of medicine (other than yourself or a Member of the Immediate Family) licensed to practise 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.

"Principal Sum" means the amount indicated in the "Schedule of Benefits".

"Regular Care and Attendance" means medical treatment to the extent necessary under existing standards of medical practice for the condition causing Disability, Hospital confinement or requiring such treatment.

"Residence" means the primary dwelling of which you are an occupant and the premises on which it is situated.

"The Company" means RBC Life Insurance Company.

"Your Occupation" means the occupation you are engaged in for wage or profit immediately prior to the occurrence of any Injury.

"Male pronoun" wherever used includes the female.

ELIGIBILITY

You are eligible if you are an active full-time employee under age 70 regularly working at least 25 hours per week.

SCHEDULE OF BENEFITS

You are insured for the following amount of Principal Sum (which includes Accidental Death, Dismemberment, Loss of Speech and/or Hearing, Paralysis (200%) and Loss of Use):

\$200,000

The following benefits are included:

<u>Benefit</u>	<u>Amount</u>
Permanent and Total Disability	Included
Weekly Accident Indemnity	
- Disability - Total	75% of Gross Income, to a maximum of \$1,000 per week
- Partial	50% of Total Disability
- Elimination Period	
- Total	0 days
- Partial	0 days
- Maximum Period Payable	
- Total	17 weeks
- Partial	4 weeks
Accident Medical	\$10,000
Accident Dental	\$ 1,000
Repatriation/Identification *	\$10,000
Funeral Expense *	\$ 3,000
Rehabilitation *	\$10,000
Spousal Retraining *	\$10,000
In-Hospital	\$ 1,500

*** Only payable under one of the policies issued to the Policyholder by the Company.**

LOSS SCHEDULE

If within one year from the date of the accident, Injury results in any of the following specific losses, the Company pays the sum set opposite such loss for Injury resulting from an accident. Each sum is calculated based on your amount of Principal Sum.

	Percentage of Principal Sum
For Loss of:	
Life.....	100%
Sight of Both Eyes.....	100%
One Hand and Sight of One Eye.....	100%
One Foot and Sight of One Eye.....	100%
Speech and Hearing in Both Ears.....	100%
Sight of One Eye.....	66 2/3%
Speech or Hearing in Both Ears.....	66 2/3%
Hearing in One Ear.....	16 2/3%
All Toes of One Foot.....	12 1/2%
For Loss of or Loss of Use of:	
Both Hands or Both Feet.....	100%
One Hand and One Foot.....	100%
One Arm or One Leg.....	75%

One Hand or One Foot..... 66 2/3%
 Thumb and Index Finger of the Same Hand or
 at Least Four Fingers of One Hand..... 33 1/3%

For Paralysis of:

All four limbs (Quadriplegia) 200%
 Both lower limbs (Paraplegia) 200%
 One arm and one leg on the same side
 of the body (Hemiplegia) 200%

"Loss" means, with regard to:

Hands and Feet: Actual severance through or above the wrist or ankle joint;
 Arms and Legs: Actual severance through or above the elbow or knee joint;
 Thumbs and Fingers: Actual severance through or above the metacarpophalangeal joints;
 Toes: Actual severance through or above the metatarsophalangeal joints;
 Eyes: Entire and irrecoverable loss of sight;
 Speech and Hearing: Entire and irrecoverable loss of Speech and/or Hearing;
 Paralysis: Total and irreversible Paralysis;
 Loss of Use: Total and irrecoverable Loss of Use. The Loss of Use must be continuous for 12 months after which the benefit is payable, provided the nerve damage is determined to be permanent.

Indemnity provided under this section for all losses you sustain as a result of any one accident does not exceed the following:

1. With the exception of Quadriplegia, Paraplegia, and Hemiplegia, the Principal Sum;
2. With respect to Quadriplegia, Paraplegia, and Hemiplegia, two times the Principal Sum.

In no event is indemnity payable for all losses under this section to exceed, in the aggregate, two times the Principal Sum as the result of the same accident.

PERMANENT AND TOTAL DISABILITY

Permanent and total disability means that you are unable to engage in any occupation or employment for which you are fitted by reason of education, training or experience for the rest of your life. Permanent and total disability must have existed for 12 consecutive months and be determined by competent medical authorities to be permanent and total.

The Company pays the Principal Sum (less any sum paid under the "Loss Schedule") for your permanent and total disability if (1) you sustain permanent and total disability because of an Injury within 365 days after the date of the accident and (2) disability continues for 12 months.

WEEKLY ACCIDENT INDEMNITY

Indemnity is payable for Disability caused by or resulting from an Injury for which medical treatment is being rendered, prescribed or recommended.

Indemnity for Disability is payable from the first day following the end of the Elimination Period stated in the "Schedule of Benefits" and is subject to the applicable Maximum Period Payable stated in the "Schedule of Benefits". An Elimination Period neither begins nor continues, nor is indemnity payable for any period of Disability during which you are not under the Regular Care and Attendance of a Physician.

Indemnity Payable for Total Disability

When you sustain Total Disability commencing within 30 days after the date of the accident, the Company pays the Weekly Accident Indemnity stated in the "Schedule of Benefits" for each week of Total Disability following the Elimination Period, subject to the applicable Maximum Period Payable and the all sources maximum percentage shown hereunder in the paragraph titled "Indemnity Offsets".

Indemnity Payable for Partial Disability

When you sustain Partial Disability commencing within 30 days after the date of the accident or immediately following a period of Total Disability for which indemnity is payable, the Company pays the Weekly Accident Indemnity stated in the "Schedule of Benefits" for each week of Partial Disability following the Elimination Period, subject to the applicable Maximum Period Payable.

Indemnity payable for periods which are less than one week are paid on the basis of 1/7th of the Weekly Accident Indemnity, for each day of Total or Partial Disability.

Successive Periods of Disability

Successive periods of Disability due to the same or related causes are considered one period of Disability, unless they are separated by a 30 day period during which you are Actively at Work.

Indemnity Offsets

If the Weekly Accident Indemnity payable for Total Disability, either alone or in concert with any of the benefits outlined hereunder, exceeds 75% of

your pre-disability Gross Income, the Weekly Accident Indemnity otherwise payable is reduced by any amount exceeding said percentage.

The indemnity payable to you takes into account any of the benefits payable under the following:

1. the disability or retirement provisions of the Canada/Quebec Pension Plans;
2. the benefits payable in accordance with the Workers' Compensation or Occupational Disease Act or Law, or any other law which provides compensation for an occupational Injury;
3. the income benefits provided by or through any Government Plan of automobile insurance or similar legislations;
4. the disability, retirement or other income benefits provided by or through your employer; and
5. the amounts paid or payable under a group insured or non-insured disability plan (including association group).

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

Definitions

“Disability” means Total Disability or Partial Disability.

“Total Disability” means that you (1) are unable to perform the substantial and material duties pertaining to Your Occupation and (2) require the Regular Care and Attendance of a Physician.

“Partial Disability” means that you (1) are necessitated to spend less than half the time you normally spend in the usual daily performance of Your Occupation and (2) require the Regular Care and Attendance of a Physician.

“Elimination Period” means the period of continuous Disability which immediately follows commencement of the Disability and for which no benefits are payable.

“Actively at Work” means performing occupational duties within the normal required hours of Your Occupation.

“Gross Income” means the weekly rate of wage or salary (excluding any bonuses, commissions and overtime earnings) you were receiving from Your Occupation immediately prior to the date of the accident.

ACCIDENT MEDICAL EXPENSE

When by reason of Injury, you require medical treatment within 30 days from the date of the accident and incur 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. expenses for the services of a Nurse, provided such Nurse does not ordinarily reside in your Residence;
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;
3. Hospital charges for the difference between the public ward allowance under your 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;
5. fees for the services of a licensed physiotherapist or certified athletic sports therapist, when recommended by a Physician, subject to a maximum reimbursement of \$1,500 during any one policy year;
6. drugs and medicines which require the written prescription of a Physician and are dispensed by a registered pharmacist or Physician;
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 \$1000 per policy term;
8. fees for the services of a licensed chiropractor, subject to a maximum reimbursement of \$1,500 during any one policy year.

The Company pays the reasonable and customary expenses you actually incur within 52 weeks after the date of the accident, not to exceed in the aggregate the amount stated in the "Schedule of Benefits" as a result of any one accident.

ACCIDENT DENTAL EXPENSE

When Injury to whole or sound natural teeth does, within 30 days from the date of the accident, require treatment, replacement or x-rays by a legally qualified dentist or oral surgeon, the Company pays the expenses you actually incur within 52 weeks after the date of the accident for such treatment or services, not to exceed the amount stated in the "Schedule of Benefits" as the result of any one accident. Capped or crowned teeth are considered to be whole or sound teeth.

Any payments made under this coverage are in accordance with the current Schedule of Fees published by the Dental Association in the province of your Residence. Where no schedule of fees is available, the Ontario Schedule of Fees is used.

REPATRIATION/IDENTIFICATION

The Company pays the amount stated in the "Schedule of Benefits" for (1) the preparation and transportation of your body to the city of permanent Residence and/or (2) lodging and board of a Member of the Immediate Family while en route and/or during the stay in the city or town where your body is located (not to exceed a maximum of three consecutive nights) and transportation by the most direct route by a licensed common carrier to and from such location, for the purpose of identifying your body.

Payment is made if, as the result of an accident, you suffer loss of life at least 50 kilometres away from your principal city of Residence. Payment is not made for ordinary living, travelling or clothing expenses. If transportation occurs in a vehicle or device other than one operated under a license for the conveyance of passengers for hire, then reimbursement of transportation expenses is limited to a maximum of \$0.20 per kilometre travelled.

FUNERAL EXPENSE

The Company pays up to the amount stated in the "Schedule of Benefits" for the services and/or materials provided by a mortician, undertaker, crematorium or funeral home, related to your burial or cremation and charges for the purchase of a burial plot, gravesite or mausoleum for the interment of the remains thereof, including any markers or monuments. Payment is made if, as a result of an accident, the expenses are actually incurred at the time of your death, less any charges for preparation of the remains for travel which are reimbursed under the section "Repatriation/Identification".

REHABILITATION

When an Injury which does not cause your loss of life results in the Company making a payment under the "Loss Schedule", an additional amount is paid for the reasonable and necessary expenses actually incurred up to the amount stated in the "Schedule of Benefits" for your special training, provided (1) you have to undergo training as the result of the Injury in order to be qualified to engage in an occupation in which you would not have engaged in except for such Injury and (2) expenses are incurred within three years from the date of the accident.

No payment is made for ordinary living, travelling or clothing expenses.

SPOUSAL RETRAINING

If an Injury causes your death and results in the Company making a payment under the "Loss Schedule", payment is made for the expenses actually incurred within three years following the date of the accident by your Spouse, for an approved and mutually agreed upon formal occupational program, specifically qualifying him to gain active employment in an occupation for which he would otherwise not have had sufficient qualifications. The maximum payable hereunder is the amount stated in the "Schedule of Benefits".

In the event your Spouse does satisfy the requirements indicated above, such Spouse is deemed the beneficiary of the benefit.

"Spouse" means a person who is living with you and who is legally married to you; or if you are not married, is a person whom you have publicly represented as your spouse and with whom you have resided continuously for at least 12 months in a conjugal-like relationship and who is:

- at least 18 years of age;
- competent to contract; and
- not related by blood closer than would legally bar marriage.

If more than one person meets this definition, the Insurance Company will only pay one benefit, which will be paid in equal shares to the persons meeting the definition.

IN-HOSPITAL INDEMNITY

If an Injury requires that you be hospitalized for more than seven consecutive days, the Company pays a benefit equal to 1/30th of 1% of your Principal Sum for each day of continuous Hospital confinement retroactive to the 1st day of Hospital confinement.

This benefit is limited to the monthly amount stated in the "Schedule of Benefits" and is payable for a maximum period of 12 months as a result of any one accident. Successive periods of Hospital confinement for loss from the same accident, separated by a period of less than three months, will be considered as one period of Hospital confinement.

 ***The maximum benefit amount provided for the purposes of in-hospital indemnity does not exceed, in the aggregate, \$2,500 per month between all policies issued to the Policyholder by the Company.***

AGGREGATE LIMIT OF LIABILITY

\$1,000,000 per any one accident.

The Company does not pay an amount which is more than the Aggregate Limit of Liability shown above. If the total amount claimed by all insureds (including yourself) as a result any one accident is more than this limit, then the amount the Company pays for each insured is equal to the Aggregate Limit of Liability, divided by the total amount claimed by all insureds, multiplied by the amount claimed by each insured.

EXPOSURE AND DISAPPEARANCE

If loss results from unavoidable exposure to the elements and indemnity is otherwise payable hereunder, such loss is payable under the terms of the policy.

If your body is not found within one year after the date of the disappearance, sinking or wrecking of the vehicle in which you are an occupant at the time of the accident and under such circumstances as would otherwise be covered hereunder, it is presumed that you suffered loss of life resulting from bodily Injury caused by an accident at the time of such disappearance, sinking or wrecking.

EFFECTIVE DATE

You are insured on your date of hire.

INDIVIDUAL TERMINATIONS

Your coverage immediately terminates on the earliest of the following dates:

1. on the date the policy is terminated;
2. on the premium due date if the Policyholder fails to pay the required premium on your behalf, except as the result of an inadvertent error;

3. on the date you reach 70 years of age; or
4. on the date you cease to be associated with the Policyholder in a capacity making you eligible for insurance under the policy, unless stated otherwise.

Upon termination of employment or eligibility for any reason, the insurance coverage is continued until the end of the period for which the premium is paid.

EXCLUSIONS AND LIMITATIONS

The insurance does not cover losses caused in any way from:

1. intentionally self-inflicted Injuries, suicide or any attempt thereat, while sane or insane;
2. (a) nuclear war; or
(b) war between a country of North America and/or the states of the former Soviet Union, China, France or the United Kingdom;
3. Injury occurring while you are serving on full-time active duty in the armed forces of any country or international authority (any premium paid will be returned by the Company pro rata for any such period of full-time active duty);
4. travel or flight in any vehicle or device for navigation, including boarding or alighting therefrom,
 - (a) while being used for any test or experimental purpose;
 - (b) while you are operating, learning to operate or serving as a member of the crew thereof;
 - (c) while being operated by or for or under the direction of any military authority, other than a transport type aircraft operated by the Canadian Armed Forces or the similar air transport service of any other country; or
 - (d) which is owned or leased by or on behalf of the Policyholder or any subsidiary or affiliate of the Policyholder;
5. participation in the commission or attempted commission of a criminal or felonious act;
6. being under the influence of a controlled substance as defined by federal or provincial law, unless administered on the advice of a Physician;
7. operating a motor vehicle either under the influence of any intoxicant or if your blood alcohol concentration is in excess of 80 milligrams of alcohol per 100 millilitres of blood;
8. mental or emotional disorders;
9. normal pregnancy or childbirth;
10. sickness or disease, either as a cause or effect.

Nor are benefits paid for the following expenses:

11. the purchase, repair or replacement of eyeglasses or contact lenses or prescriptions therefor;
12. the services of a masseur;
13. x-rays, repair or replacement of pre-existing dentures, fillings or crowns, except as provided in the section titled "Accident Dental Expense";

14. experimental drugs not approved by Drugs Directorate, Health Protection Branch of Health and Welfare Canada or patent medicines;
15. experimental medical treatments; or
16. those which are incurred while you are not covered under any Federal or Provincial Hospital or Medical Plan.

Back and neck injuries must be substantiated by diagnostic medical tests.

The policy is subject to and does not contravene any Federal or Provincial statutory requirement with respect to Hospital and/or Medical plans. Benefits are reduced under the Accident Medical Expense and Accident Dental Expense sections of the policy by any amount paid or payable under any other policy providing similar reimbursement expense benefits.

PAYMENT OF BENEFITS

Accidental Loss or injury benefits will be paid in accordance with the beneficiary designation in effect at the time of payment. If there is no designation, the Insurance Company will pay to the Estate of the employee. Any accrued benefits unpaid at death will be made payable to the designated beneficiary. If there is no designation, benefits will be payable to the Estate of the employee.

In the event of the simultaneous death of the employee and the named beneficiary, the death benefit will be paid as if the beneficiary predeceased the employee.

If any beneficiary is a minor and there is no other person capable of giving proper discharge, the Insurance Company reserves the right to pay the death payment to the relevant provincial trustee for the benefit of the minor or to a legal representative of the minor beneficiary living in another jurisdiction. If the Insurance Company pays benefits in good faith to such person or trustee, the Insurance Company will be fully discharged to the extent of the payment.

If the Insurance Company pays benefits in good faith to a trustee of a beneficiary or that beneficiary's appointed legal representative, the Insurance Company will be fully discharged to the extent of the payment.

HOW DO YOU DESIGNATE OR CHANGE A BENEFICIARY?

The employee's beneficiary for Accidental Loss or injury benefits under this policy shall be as designated under the applicable Group Life Insurance Plan, unless otherwise designated in writing and on file with the Policyholder.

The beneficiary may be changed by giving Us written notice at Our office. The beneficiary's consent is not necessary for any change in beneficiary nor for any change in the Policy or the certificate, unless the beneficiary is an irrevocable beneficiary, as defined by provincial law.

ACCESS TO RECORDS

On request, we will provide you (or a claimant - to the extent that information is relevant to a claim or denial of a claim) with a copy of your application for insurance and any record or written document that you provided under the group policy as evidence of insurability. A reasonable fee will be charged for each copy after the first if more than one copy of each document is requested.

On request and with reasonable notice, we will provide you (or to a claimant as specified above) with or allow you to examine a copy of the group policy subject to limits prescribed by law. A reasonable fee will be charged for each copy after the first if more than one copy of the group policy is requested.

You or the claimant will not be provided with any information contained in any document about any individual (other than yourself or the claimant) insured under the group policy.

“Claimant” means any person who has submitted a claim for benefits under the policy to the Company.

CLAIM PROCEDURES

To make a claim under this plan, written notice of the accident must be given to the Company within 30 days of the date of the accident and written proof must be submitted within 90 days of the date of the accident. The Company provides the necessary claim forms as well as instructions covering other requirements that may aid in a prompt handling of the claim.

If the Company does not receive the required notice and proof of loss, the claim may not be considered after the 90 day period has expired, unless there is good reason for the delay. In no event is a claim considered after one year from the date of the accident if the Company was not notified and the necessary forms not completed and submitted to the Company.

WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?

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 or other applicable legislation, or the time periods set out below, whichever is later.

A legal action for money payable in the event of a person’s death must be commenced not later than the earlier of:

- 2 years after proof of claim has been provided; or
- 6 years after the date of the death.

A legal action for money payable for any other loss or claim may not be commenced:

- less than 60 days after the date that the money became payable or would have become payable if it had been a valid claim; or
- more than 2 years after the date the money became payable or would have become payable if it had been a valid claim.

DISCLAIMER

This booklet should be kept with your Employee Handbook. It is a summary of the principal features of the plan and is presented as a matter of general information only. The contents are not to be accepted or construed as a substitute for the provisions of Master Policy **GTA 21093** underwritten by RBC Life Insurance Company.

This policy contains a provision removing or restricting the right of the insured to designate persons to whom or for whose benefit insurance money is to be payable.

Underwritten by:

RBC Life Insurance Company
PO Box 1800 Stn B
Mississauga Ontario L4Y 3W6

COLLECTION AND USE OF PERSONAL INFORMATION

Collecting your personal information

We (RBC Life Insurance Company) may from time to time collect information about you such as:

- information establishing your identity (for example, name, address, phone number, date of birth, etc.) and your personal background;
- information related to or arising from your relationship with and through us;
- information you provide through the application and claim process for any of our insurance products and services; and
- information for the provision of products and services.

We may collect information from you, either directly or through representatives. We may collect and confirm this information during the course of our relationship. We may also obtain this information from a variety of sources including hospitals, doctors and other health care providers, the MIB, Inc., the government (including government health insurance plans) and other governmental agencies, other insurance companies, financial institutions, motor vehicle reports, and your employer.

Using your personal information

This information may be used from time to time for the following purposes:

- to verify your identity and investigate your personal background;
- to issue and maintain insurance products and services you may request;
- to evaluate insurance risk and manage claims;
- to better understand your insurance situation;
- to determine your eligibility for insurance products and services we offer;
- to help us better understand the current and future needs of our clients;
- to communicate to you any benefit, feature and other information about products and services you have with us;
- to help us better manage our business and your relationship with us; and
- as required or permitted by law.

For these purposes, we may make this information available to our employees, our agents and service providers, and third parties, who are required to maintain the confidentiality of this information. If you are insured under a group insurance policy obtained through your employer, we may also share your information with your employer when necessary for the services we provide to you. Your health information will not be shared with your employer without your consent.

In the event our service provider is located outside of Canada, the service provider is bound by, and the information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located. Third parties may include other insurance companies, the MIB, Inc. and financial institutions.

We may also use this information and share it with RBC® companies (i) to manage our risks and operations and those of RBC companies and (ii) to comply with valid requests for information about you from regulators, government agencies, public bodies or other entities who have a right to issue such requests.

If we have your social insurance number, we may use it for tax related purposes and share it with the appropriate government agencies.

Your right to access your personal information

You may obtain access to the information we hold about you at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law. To request access to such information or to ask questions about our privacy policies, you may do so now or at any time in the future by contacting us at:

RBC Life Insurance Company
P.O. Box 515, Station A,
Mississauga, Ontario
L5A 4M3
Telephone: 1-800-663-0417
Facsimile: 905-813-4816

Our privacy policies

You may obtain more information about our privacy policies by asking for a copy of our "Financial fraud prevention and privacy protection" brochure, by calling us at the toll-free number shown above or by visiting our website at www.rbc.com/privacysecurity.