



## **ACCIDENTAL MEDICAL TREATMENT BENEFITS POLICY**

Underwritten by:  
**Industrial Alliance Insurance and Financial Services Inc.**



**To Report a Claim or Any Other Inquiries Contact:**

**NAL Insurance Inc.  
P.O. Box 2880  
London, Ontario  
N6A 4H9**

**1-800-265-1657  
Fax: (519) 434-5220**

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<b>THE POLICY</b> .....	3
DEFINITIONS .....	3
MISSTATEMENTS .....	4
As to Age .....	4
As to other statements and answers .....	4
ELIGIBILITY .....	4
POLICY DATE.....	4
POLICY ANNIVERSARY .....	4
NON-CANCELLATION, TERMINATION AND RESCISSION RIGHTS .....	4
Non-Cancellation by Us.....	4
Termination of Policy .....	5
Rescission .....	5
PREMIUMS PAYABLE UNDER THIS POLICY .....	5
Premium Due Dates and Payment.....	5
Adjustment of Non-cancellable/adjustable Premiums .....	5
Grace Period for Late Payment of Premium .....	5
Reinstatement.....	5
STATUTORY CONDITIONS.....	6
The Contract.....	6
Waiver.....	6
Copy of Application.....	6
Material Facts.....	6
Relation of Earnings and Expenses to Insurance .....	6
Termination by You .....	6
Notice and Proof of Claim .....	6
Failure to Give Notice or Proof.....	7
Insurer to Furnish Forms for Proof of Claim .....	7
Rights of Examination .....	7
Legal Action on this Policy .....	7
Right to Seek Recovery Upon Payment or Settlement.....	7
OTHER CONDITIONS .....	7
Governing Law .....	7
Currency.....	7
Non-Participating .....	7
Assignment .....	8
Cash Value.....	8
<b>ACCIDENTAL MEDICAL TREATMENT BENEFITS</b> .....	8
EXCLUSIONS .....	10

## **THE POLICY**

In this Policy, "We", "Us", Or "Our" refer to the insurer of the benefits provided under this Policy:

**Industrial Alliance Insurance and Financial Services Inc.  
400 - 988 Broadway West, P.O. Box 5900  
Vancouver, BC V6B 5H6**

In this Policy, "NAL" refers to NAL Insurance Inc., the authorized agent and third party administrator acting on behalf of the insurer.

**NAL INSURANCE INC.  
P.O. BOX 2880 STN B  
LONDON, ONTARIO, N6A 4H9  
TEL: 1-800-265-1657**

In this Policy, "**You**", "**Your**" or "**Yours**" relate to the individual identified in the application for this insurance as the applicant, who is the Insured person and the owner of this Policy.

## **DEFINITIONS**

"**Accident**" means an incident which is sudden, chance and unforeseen, and is due exclusively to an external force of a violent nature beyond Your control, causing, directly and independently of any other cause, bodily injuries to You, and which occurs while this Policy is In Force.

"**Age**" means Your age at Your last birthday.

"**Beneficiary**" means the person or entity designated in Your Owner/Operator Insurance Confirmation Agreement entitled to receive the benefits of the Policy in the event of Your death.

"**Hospital**" means a facility incorporated or licensed as a hospital by the jurisdiction where such services are provided and which has accommodation for resident in-patients, a laboratory, a registered graduate nurse and Physician always on duty and an operating room where surgical operations are performed by a Physician. In no event shall this include a convalescent or nursing home, home for the aged, health spa, or an institution for the care of drug addicts, alcoholics or persons suffering from mental or emotional disorders.

"**In Force**" means You remain insured under the terms of this Policy.

"**Injury**" means bodily injury resulting directly from an Accident which occurs while You are covered under the Policy and independently of all other causes including, directly or indirectly, due to sickness, chronic condition, physical weakness or ailment.

"**Mental Nervous or Psychological Conditions**" means mental illness, nervous breakdown, fatigue, chronic fatigue syndrome, chronic pain, fibromyalgia, myofascial pain, fibrosis, depression, anxiety, phobias, neuroses, stress or other emotional problem.

"**Neuropathy**" means a condition due to damage to nerves of the peripheral nervous system.

"**Physician**" means a physician or surgeon who is licensed or otherwise qualified by law in Canada to practice medicine and to render the advice, consultation, care, service or diagnosis in question. The physician must be a person other than You, a relative or a business associate. Chiropractors, physiotherapists, occupational therapists or psychologists are not considered physicians.

**“Reasonable and Customary Treatment Program”** is systematic treatment that is performed or prescribed by a Physician and is of the nature and frequency usually required for the condition involved. Where considered appropriate by Us, the treatment must be performed or supervised by a Specialist for the condition involved.

**“Resident of Canada”** means You are a permanent legal resident of Canada, living in the country at least six months per calendar year or You are employed or contracted in Canada on an active government work permit, including any government equivalent thereof.

**“Schedule of Benefits”** means the schedule of benefits regarding this Policy provided by Us to You.

**“Specialist”** means a licensed medical practitioner, other than You or a member of Your Immediate Family, who has been trained in the specific area of medicine relevant to the covered medical condition for which a benefit is being claimed, and who has been certified by a specialty examining board.

## **MISSTATEMENTS**

### **As to Age**

If Your date of birth has been misstated, any benefits payable will be the amounts that the premiums paid would have bought for You based on Your true Age. Also, where Age affects the commencement or termination of the coverage, Your true Age governs.

### **As to other statements and answers**

We may contest this Policy or the payment of benefits under this Policy if any statement or answer on the application or any subsequent request for amendment or any reinstatement of the Policy misrepresents or fails to disclose any material facts. We shall not contest the Policy, except for fraud, once it has been In Force for two years from the later of the issue date or the last reinstatement date.

## **ELIGIBILITY**

In order to be eligible for insurance under this Policy You must:

- (a) Be a Resident of Canada; and
- (b) be Age of 69 or younger when You initially take out the Policy; and

## **POLICY DATE**

The Policy Date is the effective date of insurance, and it shall be the date and time recorded on file with NAL that Your application was received and the first premium is paid, or the date and time You are enrolled and recorded in NAL’s fleet portal and such information, as stated on Your Schedule of Benefits, is transferred to NAL through its fleet portal or as otherwise agreed by NAL as the date of acceptance of Your application for insurance.

## **POLICY ANNIVERSARY**

Policy Anniversary means the same day and month as the Policy Date for each succeeding year that the Policy remains In Force.

## **NON-CANCELLATION, TERMINATION AND RESCISSION RIGHTS**

### **Non-Cancellation by Us**

Other than for the situations outlined in the provisions of this Policy dealing with MISSTATEMENTS and those concerning any contract with an NAL transportation company terminating, or Your status as a

Resident of Canada, We will keep this Policy in effect until You attain Age 70 provided You pay the premiums as required and the Policy is not otherwise terminated as set out under "Termination of Policy".

### **Termination of Policy**

Coverage ends automatically under this Policy on the date:

- (a) You reach Age 70;
- (b) the total maximum Accidental Medical Treatment Benefits amount is paid;
- (c) You reach Age 70;
- (d) You, or any transportation company enrolled through NAL in which You are contracted/employed by, notifies NAL in writing that You wish to cancel the insurance;
- (e) any premium payment is outstanding for more than the 31 day Grace Period (as set out below) after becoming due;
- (f) You die and proof of death is received by NAL; or
- (g) You cease to be a Resident of Canada.

### **Rescission**

If You choose to cancel this insurance within 30 days of the application and advise NAL in writing, You will receive a full refund of any premiums paid less any administration fee in effect at that time and this Policy will be considered never to have been In Force.

## **PREMIUMS PAYABLE UNDER THIS POLICY**

### **Premium Due Dates and Payment**

Premiums, as specified in the application, are due and payable in advance, i.e., at the Policy Date, and monthly thereafter. The responsibility for premium payments is as set out in Your (Owner/Operator) Insurance Confirmation Agreement.

### **Adjustment of Non-cancellable/adjustable Premiums**

Premium rates are guaranteed until Age 70 unless the overall claims experience becomes unexpectedly negative. In such circumstances We may adjust the premium payable provided that any adjustment is due to and reflective of overall claims experience for a specific class grouping of insureds, where a class grouping is a grouping of insureds by any combination of occupation, plan type, Age and geographic location. **THE POLICY OF ANY ONE INSURED PERSON CANNOT BE SINGLED OUT FOR A PREMIUM CHANGE.** If such a change is made, We will provide You with at least 31 days prior written notice at the most recent address We have for You in Our records. The notice will state the new premium amount and the effective date of the change. We will not change the premium amount more than once in any 12-month period.

### **Grace Period for Late Payment of Premium**

There is a 31 day "Grace Period". If a premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the Grace Period, this Policy remains In Force. The Grace Period does not apply to the first premium or at termination of the Policy.

### **Reinstatement**

If the required premium is not paid within the Grace Period, the insurance terminates at the end of the Grace Period. The insurance may be reinstated with the completion, within 60 days from the premium due date of the first outstanding premium, of a written application for insurance which is satisfactory to Us, and upon payment to Us by way of certified cheque, bank draft or money order of all premiums that are past due, plus any assessed interest and service fees.

## **STATUTORY CONDITIONS**

### **The Contract**

Your application for the insurance, the (Owner/Operator) Insurance Confirmation Agreement, the Policy, the Schedule of Benefits, any document attached to the Policy when issued, and any amendment or endorsement to the Policy agreed to in writing after the Policy is issued, constitute the entire contract. All references to this Policy herein shall mean the entire contract. No agent or broker has the authority to change this Policy or waive any of its provisions.

### **Waiver**

We shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing and signed by one of Our signing officers.

### **Copy of Application**

We shall furnish to You or to a claimant under this Policy a copy of the application.

### **Material Facts**

No statement made by You at the time of application for this Policy shall be used in defence of a claim under or to avoid this Policy unless it is contained in the application or any other written statements or answers furnished as evidence of insurability including, but not limited to, receipts for medical treatment, any paramedical reports and statements contained in medical clinical notes compiled by a Physician or Specialist on Your behalf.

### **Relation of Earnings and Expenses to Insurance**

When Your claim is accepted, We will reimburse You as per the submitted receipts, subject to any exclusions or limitations outlined in the Policy.

### **Termination by You**

You may terminate this Policy at any time by giving signed written notice of termination to Our authorized agent, NAL, by registered mail. Upon surrender of this Policy, We shall refund the unearned premium for the period.

If You choose to terminate this Policy, Your Policy will not be subject to reinstatement as described under "Premiums Payable Under This Policy - Reinstatement". If You institute a "stop payment" on any method of payment used to make premium payments, this will be deemed to be a notice of termination of this Policy by You and Your Policy will not be subject to reinstatement as described under "Premiums Payable Under This Policy - Reinstatement".

### **Notice and Proof of Claim**

You or a Beneficiary entitled to make a claim, or the agent of any of them, shall,

- (h) give written notice of claim to Us by delivering it, or by sending it by registered mail to Our authorized agent, NAL, not later than 30 days from the date a claim arises under this Policy on account of an Accident;
- (i) within 90 days from the date a claim arises under this Policy on account of an Accident, furnish to Us such proof as is reasonably possible in the circumstances of the happening of the Accident and the loss occasioned thereby, the right of the claimant to receive payment, his or her Age, and the age of the Beneficiary if relevant; and
- (j) if so required by Us, furnish a satisfactory certificate as to the cause or nature of the Accident and Injury for which claim may be made under this Policy and as to the duration of such treatment.

### **Failure to Give Notice or Proof**

Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date a claim arises under the Policy on account of an Accident if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

### **Insurer to Furnish Forms for Proof of Claim**

NAL, as Our authorized agent, shall furnish forms for proof of claim within 15 days after receiving notice of claim, but where You have not received the forms within that time, You may submit Your proof of claim in the form of a written statement of the cause or nature of the Accident giving rise to the claim and of the extent of the loss and include any required receipts.

### **Rights of Examination**

As a condition precedent to recovery of insurance moneys under this Policy, You shall afford to Us an opportunity to examine You, with the Physician, Specialist or medical testing method of Our choice at Our cost, when and so often as We reasonably require while the claim is pending or when necessary during the course of Your claim.

### **Legal Action on this Policy**

No action to recover under this Policy may be brought until 60 days after written proof of Accident and Injury has been sent to Us. Any action must commence within one year of the date the written proof of Accident or Injury was submitted. If the law of the province or territory where the insured lives prohibits this restriction, then You must issue the action within the shortest time period permitted by such law.

Every action or proceeding against an insurer for the recovery of the insurance money payable under this Policy is absolutely barred unless commenced within the time set out in the applicable Limitations Act.

### **Right to Seek Recovery Upon Payment or Settlement**

Whenever We have settled a claim under this Policy, We shall be subrogated and entitled to all rights and remedies in respect of any claim that You have against any person or property, to the extent of the amount paid by Us. You will not transfer these rights to any other person and, if requested by Us, You shall execute documents to evidence the transfer to Us of these rights and remedies. You shall permit Us to sue, compromise or settle in Your name and to use Your name in any transaction, litigation or other proceedings involving these rights or remedies. For greater clarity, in a situation where such rights and remedies You have regarding a claim against a third party have been passed to Us, We shall have complete control over the disposition of such a claim. If a payment on account of a claim does not fully cover Your loss, We shall defer the exercise of Our right to seek recovery until after You have fully recovered Your loss.

Our right of subrogation includes Your rights to indemnities, guarantees, other policies of insurance or bonds, notwithstanding any terms or provisions contained in those instruments that address subrogation rights.

## **OTHER CONDITIONS**

### **Governing Law**

This Policy is governed and interpreted according to the laws of the Province or Territory in which You reside at the time of application.

### **Currency**

All references to dollars in this Policy refer to Canadian dollars.

### **Non-Participating**

This Policy does not participate in any distribution of Industrial Alliance Insurance and Financial Services

Inc.'s profits or surplus.

### **Assignment**

You can assign this Policy as permitted by law. Any such assignment must be in writing and a certified copy filed with NAL. We are not responsible for the validity or effect of any assignment. If You assign the Policy, You nevertheless remain the insured. This means that the assignee will receive applicable benefits only if You qualify for benefits. There will be no benefits payable if the assignee becomes disabled.

### **Cash Value**

This Policy does not have cash, loan, paid-up or any other non-forfeiture values.

## **ACCIDENTAL MEDICAL TREATMENT BENEFITS**

If You are covered by more than one NAL insurance policy, the additional benefits below will only be paid once for all of Your NAL insurance policies.

To be covered under the Policy, all additional benefits described below must be approved in advance by NAL and must be determined to be a Reasonable and Customary Treatment program. It will be at NAL's discretion to determine if a recommended treatment plan is reasonable and necessary. NAL has the right to decline or reassess any treatment plan that we determine is not reasonable.

If as a result of Injury, and within thirty (30) days from the date of the Accident causing such Injury, You, who must be insured under a Canadian provincial or territorial government health insurance plan, obtains medical treatment in Canada from a legally qualified Physician or Specialist and as a consequence of such Injury incurs expenses for any of the following services when recommended by a legally qualified Physician or Specialist, We shall reimburse You the reasonable and necessary expenses for the following para-medical services:

- (a) private duty nursing by a licensed graduate nurse (R.N.), who does not ordinarily reside in Your home and who is not a member of Your immediate family. This benefit is payable up to \$50.00 per hour to a maximum of twenty thousand (\$20,000.00) for all Injuries to You resulting from any one (1) Accident;
- (b) transportation, when such service is provided by a professional ambulance service to the nearest approved Hospital which is equipped to provide the required and recommended necessary treatment. This benefit is payable up to a maximum of fifteen thousand (\$15,000.00) for all Injuries to You resulting from any one (1) Accident;
- (c) Hospital charges for the difference between the public ward allowance under Your provincial or territorial government health insurance plan and the semi-private accommodation charge for a semi-private Hospital room. This benefit is payable up to a maximum of fifteen thousand (\$15,000.00) for all Injuries to You resulting from any one (1) Accident;
- (d) rental or purchase of medical equipment, including but not limited to (i) hearing aids, crutches, splints, casts, trusses and braces, but excluding replacement thereof; (ii) a wheelchair, iron lung or other durable equipment; (iii) TENS unit machine; (iv) compression stockings; (v) in-home safety modifications specific for injury; (vi) personal hygiene assistance equipment for daily living tasks; (vii) cane, walker, air cast boots; and (viii) TMJ (Temporomandibular Joint Disorders) devices. This benefit is payable up to a



maximum of ten thousand (\$10,000.00) for all Injuries to You resulting from any one (1) Accident;

- (e) fees for services of any of the following licensed practitioners, subject to a maximum reimbursement of \$30.00 per treatment and an overall maximum of five thousand (\$5,000.00) per practitioner, for all Injuries to You resulting from any one (1) Accident; Licensed Psychologist, Osteopath, Chiropractor or Podiatrist, Speech Therapist, Chiropractor, Physiotherapist, Licensed Masseur, if on the recommendation of a Physician
- (f) prescription drugs and medicines (except to the extent covered by a provincial health or drug plan) up to a maximum of ten thousand (\$10,000);
- (g) expenses for diagnostic x-rays and laboratory tests ordered by a Physician, Specialist, Physiotherapist, Chiropractor, Osteopath, Chiropractor or Podiatrist will be allowed as expenses under the services of such practitioners, subject to a maximum of 1 x-ray per practitioner for You to a maximum of \$50.00 per any one (1) Accident.
- (h) dental expenses for whole and sound natural teeth: if within 30 days from the date of the Accident, You require treatment, replacement or x-rays by a legally qualified dentist or oral surgeon, We will reimburse You for expenses incurred within the 52 weeks after the date of the Accident for such treatments or services, up to two thousand (\$2,000) as a result of one Accident. Capped or crowned teeth are considered to be whole or sound teeth. Any payments reimbursed under this coverage are to be in accordance with the current Schedule of Fees published by the Dentist Association in the province of Your residence. Where no schedule of fees is available, the Ontario Schedule of Fees is used.

Reimbursement shall only be made provided that expenses are:

- (a) incurred by You who is insured under a Canadian provincial or territorial government health insurance plan who has obtained medical treatment or a prescription or pharmaceutical product available in Canada for an Injury in Canada from a legally qualified Physician;
- (b) incurred in Canada;
- (c) incurred within three years of the date of the Accident causing Injury;
- (d) incurred only for therapeutic and not elective treatment; and
- (e) supported by original receipts submitted to NAL as proof of claim.

This benefit is in excess of any similar benefit provided under any other insurance, policy or plan (but excluding any automobile insurance, policy or plan), and under any federal or provincial hospital, medical or drug plan.

The maximum amount payable for all Accidental Medical Treatment Benefits combined is one hundred thousand dollars (\$100,000.00) for all Injuries to You resulting from any one (1) Accident.

Coverage applies only to participating clients that have elected such coverage, it is declared on the issued Schedule of Benefits, and the monthly remittance reflects the premium for this coverage.

## **EXCLUSIONS**

1. You do not qualify for reimbursement benefits under this Policy for an Injury that was contributed to, exacerbated by or caused by:
  - (a) Any sickness, illness or disease.
  - (b) Mental Nervous or Psychological Conditions, including, for greater certainty, whether the Mental Nervous or Psychological Conditions were present before, during or after the Policy Date or were caused by or related to the Accident. The only exception to this is fees for services of a Psychologist as detailed above.
  - (c) Arthritis, Spinal Stenosis (narrowing of the open spaces within your spine) and Degenerative disc disease (a gradual loss of cushioning properties of the semi-rigid structure (intervertebral disc) that separates and cushions the bony column (vertebrae) in the lumbar spine.)
  - (d) Neuropathy, other than Neuropathy caused by physiological trauma, clearly identifiable through imaging technology, resulting directly and exclusively from an Injury covered by this Policy.
  - (e) Chronic conditions, including, but not limited to, chronic fatigue syndrome, chronic pain syndrome, fibromyalgia, Epstein Barr syndrome or any other subjective syndrome or condition.
  - (f) Any sleep disorder including but not limited to sleep apnea.
  - (g) Human Immunodeficiency Virus (HIV) infection or complications resulting from HIV infection, if You were seropositive for antibodies to HIV or if there was other diagnostic evidence of Your HIV infection, prior to the Policy Date or date of last reinstatement. Complications resulting from HIV infection include but are not limited to Kaposi's sarcoma, lymphoma and other malignancies, HIV encephalopathy, HIV dementia and HIV wasting syndrome.
  - (h) Opportunistic infections, if any portion of exclusion (e) is applicable. Opportunistic infection includes but is not limited to pneumocystis, carinii pneumonia, organic or chronic enteritis, viral and/or disseminated fungi infection.
  - (i) Air travel, other than as a fare paying passenger in a certified passenger aircraft provided by a commercial airline on a regular scheduled or chartered flight, operated by a properly certified pilot, flying between duly established and maintained commercial airports.
  - (j) Professional participation in athletics or underwater activities or any participation in rides in non powered aircraft or aircraft not requiring a license issued by the Department of Transportation.
  - (k) Mountaineering, rock climbing, parachuting, sky diving, hang gliding, bungee jumping, automobile racing, motorcycle racing, zip lining, horse racing or riding an ATV, water craft or snowmobile.
  - (l) An intentionally self-inflicted Injury or illness, or attempted suicide, including inhaling gas or absorbing fumes, whether sane or insane.
  - (m) Committing or attempting to commit a criminal offense whether inside or outside Canada, under the laws in the jurisdiction where the offense took place.

- (n) When Your blood alcohol concentration is in excess of 50 milligrams of alcohol per 100 millilitres of blood or 11 millimoles of alcohol per litre of blood or any other equivalent measure of alcohol content.
  - (o) The use of any drug, poisonous substance, intoxicant or narcotic other than as prescribed and administered by or in accordance with the instruction of a Physician or Specialist, or which are legal in Canada. Further, benefits are not payable for any substance abuse or dependency related to the use of any drug, intoxicant, mind altering substance or narcotic that is illegal in Canada, not prescribed by a Physician or Specialist, or used while operating a vehicle.
  - (p) The Canadian standard drug test including the maximum permitted consumption will be used in all countries except where a foreign country's maximum permitted consumption is lower than the Canadian standard.
  - (q) When You test positive for cannabis in any way including but not limited to, roadside test, urinalysis, hair analysis or saliva tests, while operating any type of vehicle, including but not limited to snowmobiles, all-terrain vehicles and boats.
  - (r) Engaging in an illegal occupation, a riot or insurrection of any form, a public disturbance or an act of declared or undeclared war.
2. Normal, or complications related to, pregnancy or childbirth.
  3. You must receive medical assessment and care in Canada from a qualified Physician or Specialist in order to be eligible for any reimbursement benefits under this Policy.
  4. You do not qualify for reimbursement benefits under this Policy for any period while You are in jail, prison or incarcerated in a rehabilitation facility.

**This Policy is underwritten by:  
Industrial Alliance Insurance and Financial Services Inc.**



Industrial Alliance Insurance and Financial Services Inc.  
400 - 988 Broadway West, P.O. Box 5900  
Vancouver, BC V6B 5H6

In witness whereof, We have caused this Policy to be executed by its President and Chief Executive Officer and Corporate Secretary.

A handwritten signature in black ink, appearing to read 'James Ouellet', written over a horizontal line.

PRESIDENT AND CHIEF EXECUTIVE OFFICER

A handwritten signature in black ink, appearing to read 'Jennifer Dibblee', written over a horizontal line.

CORPORATE SECRETARY

**Industrial Alliance Insurance and Financial Services Inc.**

**is a member of**

**Assuris**

Assuris administers the Consumer Protection Plan which was instituted to provide protection to the policyholders of member companies.

This type of policy is covered by Assuris. Clients should read the Assuris brochure to understand the limitations of coverage.

iA Financial Group is a business name and trademark of Industrial Alliance Insurance and Financial Services Inc.