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Group Personal Accident Booklet



This booklet, as may be amended, provides only a summary of the provisions for the Group Personal Accident coverage and the Additional Benefits. The full coverage details are contained in the policy including eligibility, limitations, exclusions and termination provisions. In the event of a discrepancy between this booklet and policy, the terms of the policy shall govern.

The booklet is provided for information purposes only and does not create or confer any contractual rights or obligations. Possession of this booklet alone does not mean that you or your dependents are covered. The policy must be in effect and you must satisfy all the requirements.

The policy and this booklet contain a provision removing or restricting the right of the insured and the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.



Group Personal Accident Booklet
Policyholder: Boilermakers Lodge No. 191 Benefit Plan
Policy No.: GPA 9430300

Why You Should Have Accident Insurance

A serious accidental **Injury** or death can have tremendous consequences for your family that may prevent you or your **Spouse** from meeting your financial obligations. Your **Employer** has provided you with accident insurance coverage underwritten by AIG Insurance Company of Canada. The policy provides a lump sum benefit to your beneficiary to help ease any financial burden if you suffer a **Loss of Life** as a result of an accident. The policy also provides you with 'living benefits' should you suffer an accident that results in any of the **Losses** listed in the **Table of Losses**, such as **Paralysis** or **Loss of Hearing**.

Eligibility and Principal Sum

Your plan provides Accidental Death & Dismemberment benefits for **Injuries** as a result of covered accidents. You are automatically covered for a **Principal Sum** amount of:

You: \$ 60,000.00

Your Spouse: \$20,000.00

Your Children: \$5,000.00

Your coverage terminates upon retirement or age 70 whichever comes first.

Definitions

The following is an explanation of commonly used terms in this benefit booklet. For the full list of definitions refer to the policy.

Activities of Daily Living means the following six activities:

1. Maintaining continence: ability to control urination and bowel movements, including the use of ostomy supplies or other devices such as catheters if required;
2. Transferring: ability to move in and out of a bed, between a bed and a chair, or a bed and a wheelchair;
3. Dressing: putting on and taking off all necessary items of clothing including braces, artificial limbs or other surgical appliances;
4. Toileting: use of a lavatory including getting to and from and getting on and off, to manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
5. Eating: ability to consume food or drink that already has been prepared and made available, with or without the use of adaptive utensils; and
6. Bathing: washing in either a tub or shower, including the task of getting in or out of the tub or shower or washing satisfactorily by other means.

Annual Earnings means your annual salary from employment with your **Employer** immediately prior to the date of loss, exclusive of overtime, bonus, incentive payments, profit sharing or commission.

Company means AIG Insurance Company of Canada.

Dependent Child means a person who is either your natural child, adopted child or step-child or a child to whom you are *in loco parentis* and who is (i) under 23 years of age, unmarried and dependent upon you for maintenance and support and not employed for more than 25 hours per week; or (ii) under 26 years of age, unmarried and enrolled in post-secondary education and dependent upon you for maintenance and support and not employed for more than 25 hours per week; or (iii) by reason of mental or physical infirmity is incapable of self-sustaining employment and who is considered your **Dependent Child** within the terms of the Income Tax Act (Canada).

Dependent Parent means your parents, parents-in-law, grandparents, grandparents-in-law, great-grandparents or great-grandparents-in-law that are dependent upon the you for support, maintenance and care.

Employer means the Policyholder or an affiliate or subsidiary thereof, for which you are employed.



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Hospital means an establishment which:

- (a) holds a licence as a hospital (if licencing is required in the jurisdiction);
- (b) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- (c) provides 24 hour a day nursing service by registered or graduate nurses;
- (d) has a staff of one or more licenced **Physicians** available at all times;
- (e) provides organized facilities for diagnosis, and major medical surgical facilities;
- (f) is not primarily a clinic, nursing, rest or convalescent home or similar establishment; and
- (g) is not, other than incidentally, a place for the treatment of alcohol or drug addiction.

Immediate Family means a person who is related to you in any of the following ways: a **Spouse**, parent (includes stepparent), father-in-law, mother-in-law, a child (including legally adopted or stepchild), son-in-law, daughter-in-law, brother or sister (includes stepbrother or stepsister), brother-in-law, sister-in-law, grandparent, grandchildren, aunt, uncle, niece, nephew or first cousin.

Injury means bodily injury which is sustained by you as a direct result of an unintended unanticipated accident, provided such accident is external to the body and occurs while your insurance under this policy is in force.

Insured Member means you if you belong to an Eligible Class specified in **the Policy Schedule Declarations** provided your name is on file with the Policyholder as being insured under this policy.

Loss when used with reference to:

- (a) **Quadriplegia, Paraplegia, and Hemiplegia** means the complete and irreversible **Paralysis** of such limbs;
- (b) **Hand or Foot** means the complete and irrecoverable severance through or above the wrist or ankle joint, but below the elbow or knee joint;
- (c) **Arm or Leg** means the complete and irrecoverable severance through or above the elbow or knee joint;
- (d) **Thumb and Index Finger** means the complete and irrecoverable severance through or above the first phalange;
- (e) **Fingers** means the complete and irrecoverable severance through or above the first phalange of all four **Fingers** of one **Hand**;
- (f) **Toes** means the complete and irrecoverable severance of both phalanges of all the toes of one foot;
- (g) **The Entire Sight of One Eye** means the total and irrecoverable loss of sight such that corrected visual acuity must be 20/200 or less in such eye;
- (h) **The Entire Sight of Both Eyes** means the total and irrecoverable loss of sight in both eyes such that corrected visual acuity must be 20/200 or less and the field of vision must be less than 20 degrees in both eyes. A **Physician** certified in ophthalmology must clinically confirm the diagnosis in writing;
- (i) **Hearing in One Ear** means the diagnosis of permanent loss of **Hearing in One Ear**, with an auditory threshold of more than 90 decibels. A **Physician** certified in otolaryngology must confirm the diagnosis in writing;
- (j) **Hearing** means the diagnosis of permanent loss of **Hearing** in both ears, with an auditory threshold of more than 90 decibels in each ear. A **Physician** certified in otolaryngology must confirm the diagnosis in writing;
- (k) **Speech** means complete and irrecoverable loss of the ability to utter intelligible sounds; and
- (l) **Loss of Use** means the total and irrecoverable loss of use provided the loss is continuous for 12 consecutive months and such loss of use is determined to be permanent.

Loss when used herein may also include **Loss of Life**.



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Permanent and Total Disability means **Injury** which prevents you from performing at least two of the six **Activities of Daily Living**, without assistance from another person and you have been determined on evidence satisfactory to the **Company**, to be and remain, as of 12 months after the date of the **Injury**, incapable of performing at least two of the six **Activities of Daily Living** without assistance from another for the remainder of your life. The disability must be determined to be total, permanent, and irreversible and certified to be such by a **Physician** acceptable to the **Company**. Your inability to obtain employment is not a criteria to qualify for the Permanent and Total Disability benefit.

Physician means a medical doctor, who is licenced to administer medical treatment and prescribe drugs in the place where they provide medical services. The following are not considered to be **Physicians**: naturopath, herbalist and homeopath.

Private Passenger Type Automobile means any means of transportation not operated for commercial purposes, designed to carry passengers and that is pulled, propelled or fuelled in any way, including cars, trucks, motorcycles, mopeds, snowmobiles or boats.

Spouse means a person who either legally married to you, or if there is no such person, is a person who, although not legally married to you, is cohabitating with you, and is publicly represented as your domestic partner in the community in which you reside.

General Policy Provisions

Effective Date

Your coverage begins on the date you satisfy the eligibility requirements to become an **Insured Member**.

Termination Date

Coverage ends on the earliest of:

1. the date you retire; or
2. the date you no longer belong to an Eligible Class; or
3. the date you no longer satisfy the definition of an **Insured Employee**; or
4. the date the policy is terminated;

Waiver of Premium

Waives premium payments under the policy if you are receiving disability benefits under the group insurance policy provided by the Policyholder.

Continuance of Coverage

If you are no longer employed or actively working, your coverage shall continue in the following circumstances: (1) during a statutory leave, as set out in applicable provincial, territorial or federal employment standards legislation or equivalent, but not more than the period required under such legislation or (2) during the notice period for termination of employment as required by law, provided premiums continue to be paid.

Conversion Privilege Benefit

If you leave your job for any reason, you have 90 days to convert your coverage to an individual insurance policy that provides comparable coverage. The amount of insurance benefit provided for the new policy shall not exceed the lesser of \$500,000 or your **Principal Sum** in force at the time you convert your policy. The premium due will be based on the rates in force for individual policies at time of application.

Aggregate Limit Per Accident

The maximum amount the **Company** will pay for two or more **Insured Employees** injured in one accident is the amount of the Aggregate Limit Per Accident set out in the policy schedule, if any. If the total of the benefits which would be paid by the **Company** would exceed the Aggregate Limit Per Accident, each **Insured Employee** shall receive their proportionate share of the amount of the Aggregate Limit Per Accident paid by the **Company**.



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Benefits and Coverages

Accidental Death, Dismemberment, Paralysis and Loss of Use

If a covered **Loss** occurs within 365 days after the date of the accident causing the **Loss**, the **Company** will pay the indicated percentage of the **Principal Sum** as set out in the following **Table of Losses**. If you sustain more than one **Loss** as a result of the same accident, only one amount, the largest, will be paid.

Table of Losses	Percentage Principal Sum Payable
Loss	
Loss of Life	100%
Loss of Both Hands or Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and the Entire Sight of One Eye	100%
Loss of One Foot and the Entire Sight of One Eye	100%
Brain Death	100%
Loss of One Arm or One Leg	80%
Loss of One Hand or One Foot	75%
Loss of The Entire Sight of One Eye	75%
Loss of Thumb and Index Finger of the Same Hand	33.3%
Loss of Speech and Hearing	100%
Loss of Speech or Hearing	75%
Loss of Hearing in One Ear	66.7%
Loss of Four Fingers of One Hand	33.3%
Loss of All Toes of One Foot	25%
Loss of Use	
Loss of Use of Both Arms or Both Hands	100%
Loss of Use of One Hand or One Foot	75%
Loss of Use of One Arm or One Leg	80%
Paralysis	
Quadriplegia (total paralysis of both upper and lower limbs)	Two times the Principal Sum up to a maximum of \$1 million
Paraplegia (total paralysis of both lower limbs)	Two times the Principal Sum up to a maximum of \$1 million
Hemiplegia (total paralysis of upper and lower limbs of one side of the body)	Two times the Principal Sum up to a maximum of \$1 million



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Additional Benefits

These benefits shall only apply if selected by your **Employer** and the appropriate premium paid. The Benefit Description is a summary only and does not include all of the provisions, sub-limits, conditions and exclusions.

Benefit	Maximum	Benefit Description
DISAPPEARANCE AND EXPOSURE	Principal Sum	Pays the Loss of Life Principal Sum if your body has not been found within one year only if your disappearance involved the forced landing, stranding, sinking or wrecking of a conveyance. If you have unavoidably exposed to the elements and as a result suffer a Loss , such Loss will be covered.
REHABILITATION BENEFIT	\$15,000	Pays the expenses incurred for occupational training up to the Maximum if such expenses are incurred within three years of the accident and are as a result of an Injury for which you receive a benefit under the policy.
HOME ALTERATION AND VEHICLE MODIFICATION	\$15,000	Pays a one-time benefit up to the Maximum for covered home alternation and vehicle modification expenses if you suffer an Injury for which you receive a benefit under the policy and require a wheelchair to be ambulatory.
WORKPLACE MODIFICATION AND ACCOMMODATION	\$5,000	Pays a one-time benefit to your Employer up to the Maximum if you suffer an Injury for which you receive a benefit under the policy and require special adaptive equipment or workplace modification in order for you to return to work full-time for the Policyholder.
PSYCHOLOGICAL THERAPY	\$5,000	Pays a benefit up to the Maximum if you suffer an Injury for which you receive a benefit under the policy and require psychological therapy within two years of the Injury .
IN-HOSPITAL BENEFIT	\$2,500/month	Pays a benefit of (i) 1% of the Principal Sum up to the Maximum for Hospital confinements of more than 30 nights, or (ii) 1/30 th of the amount determined under (i) for Hospital confinements of more than five but less than 30 nights, if you suffer an Injury for which you receive a benefit under the policy and are confined to Hospital as a result of such Injury , for a maximum of twelve months.
FAMILY TRANSPORTATION	\$15,000	Pays a benefit up to the Maximum for the expenses incurred for the transportation of an Immediate Family member to your Hospital if you suffer an Injury for which you receive a benefit under the policy and as a result are confined to a Hospital more than 100 kilometres from home.
REPATRIATION BENEFIT	\$15,000	Pays a benefit up to the Maximum to cover the expenses to return your body to your city of residence if you suffer a covered accidental death while at least 50 kilometres from home.
IDENTIFICATION BENEFIT	\$5,000	Pays a benefit up to the Maximum for the transportation and commercial lodging of an Immediate Family member to identify your body if you suffer a covered accidental death at least 150 kilometres from home and a law enforcement agency requests such identification.
DAY CARE BENEFIT	\$5,000/year	Pays an annual benefit of up to 5% of the Principal Sum up to the Maximum for the day care costs of each Dependent Child under age 13 who is enrolled, or who enrolls within 90 days, in a day care facility if you suffer a covered accidental death. The benefit is payable for up to four consecutive years.
DEPENDENT CHILD EDUCATIONAL BENEFIT	\$5,000/school year	Pays an annual benefit of up to 5% of the Principal Sum up to the Maximum for the tuition costs of each Dependent Child who is enrolled as a full-time student in post-secondary education if you suffer a covered accidental death. The benefit is payable for up to four consecutive years.
SPOUSAL EDUCATIONAL BENEFIT	\$15,000	Pays a benefit up to the Maximum for your Spouse's expenses in enrolling in a professional or trades training program for the purpose of obtaining



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Benefit	Maximum	Benefit Description
		an independent source of income, if you suffer a covered accidental death and such expenses are incurred within 36 months of your death.
FUNERAL EXPENSE	\$5,000	Pays a benefit up to the Maximum to reimburse funeral expenses if you suffer a covered accidental death.
BEREAVEMENT BENEFIT	\$1,000	Pays up to the Maximum if you suffer Loss of Life in a covered accident and your eligible dependents require counselling within one year of your Loss of Life .
SEAT BELT AND AIR BAG BENEFIT	\$50,000	Pays an additional benefit of 10% of the Principal Sum up to the Maximum if you suffer an Injury while operating or riding as a passenger in a Private Passenger Type Automobile in which your seatbelt was properly fastened. If the seat belt benefit is payable and you were in a seat protected by a properly functioning Supplemental Restraint System which inflated on impact, an additional benefit of 10% of the Principal Sum will be paid. The Seat Belt and Air Bag Benefit is payable up to the Maximum combined.
DISABILITY FITNESS BENEFIT	\$5,000	Pays a benefit up to the Maximum if you suffer an Injury for which you receive a benefit under the policy and require specially designed fitness training or athletic equipment for disabled persons, which would not have been required except for such Injury . Only such expenses incurred within the first two years from the date of Injury are eligible. Only one benefit shall be payable, the largest, under the policies issued by the Company and shall not duplicate benefits payable under any other insurance.
PARENTAL CARE BENEFIT	\$10,000	Pays a benefit of an additional 10% of the Principal Sum up to the Maximum for any Dependent Parents , if you suffer a covered accidental death. The benefit is payable if at the time of accident, your Dependent Parent is in a licensed nursing care facility, enrolled in a home health care program, living with you or receiving financial support and care by you. Only one Parental Care Benefit will be payable regardless of the number of eligible Dependent Parents .
CARJACKING BENEFIT	\$25,000	Pays an additional benefit of 10% of the Principal Sum up the Maximum if you suffer a covered accidental Injury and the Injury which caused the Loss is a result of a Carjacking while you were operating or riding in, or getting in or out of, a Private Passenger Type Automobile .
PERMANENT AND TOTAL DISABILITY	Principal Sum	Pays the Principal Sum less any amounts under the Table of Losses which have been paid or which are payable for the same Loss , if you suffer an Injury causing Permanent and Total Disability .
CRIMINAL ASSAULT BENEFIT	Additional 10% of Principal Sum	Pays an additional benefit up to the Maximum if you suffer an Injury for which you receive a benefit under the policy as a result of a deliberate felonious act of another person directed at you as an employee of the Policyholder, unless such an act was committed by a fellow employee or a member of your family or household.
COSMETIC DISFIGUREMENT BENEFIT	\$25,000	Pays a percentage of the Principal Sum up to the Maximum if you suffer a third degree burn by means of exposure to fire, heat, caustics, electricity or radiation. Please see the policy for details including the percentage payable.
COMA BENEFIT	Principal Sum	Pays the Principal Sum , if you suffer an Injury and within 90 days of the date of the covered accident are disabled by Coma , less any other amount paid or payable under this policy in connection with the same accident. which lasts for at least 96 hours, and for which period the Glasgow coma score must be 4 or less.
SURGICAL REATTACHMENT BENEFIT	Percent of Principal Sum	Pays a percentage of the Principal Sum if, as the result of an Injury a limb or an appendage or part of either a limb or appendage is completely severed and is surgically reattached.



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Policy Exclusions

The policy will not cover any losses caused in whole or in part by, or resulting in whole or in part from, the following:

- (a) suicide or any attempt thereof;
- (b) self-inflicted Injury or any attempt thereof;
- (c) declared or undeclared war or any act thereof;
- (d) sickness, disease, or bodily infirmity whether the **Loss** or claim results directly or indirectly from any of these;
- (e) Injury sustained while you are undergoing the medical or surgical treatment of sickness, disease, or bodily or mental infirmity;
- (f) stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm;
- (g) travel or flight in or on (including getting in or out of, or on or off of) any **Aircraft**, if you are:
 - (i) riding as a passenger in any aircraft not intended or licensed for the transportation of passengers;
 - (ii) performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or
 - (iii) riding as a passenger in an **Owned Aircraft, Leased Aircraft** or on a **Charter Flight**;
- (h) travel or flight in or on (including getting in or out of, or on or off of) any **Aircraft** or craft designed to fly or glide above the Earth's surface:
 - (i) except as a passenger on a regularly scheduled commercial airline; or
 - (ii) being used for crop dusting, spraying or seeding, fire-fighting, traffic patrol, air ambulance, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; or
 - (iii) operating to or from off-shore landing sites; or
 - (iv) used in any operation that requires a special permit from the Civil Aviation Branch of Transport Canada, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on).
- (i) infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes;
- (j) any services or supplies provided by you or an **Immediate Family** member;
- (k) **Injury** or **Loss** sustained if you or your insured eligible dependents are on full-time active duty in the armed forces or organized reserve corps of any country or international authority. (Unearned premium for any period for which the **Insured Employee** is on full-time active duty shall, upon application to the **Company** by the Policyholder, be refunded);
- (l) the committing of or the attempt to commit an assault or criminal offence
- (m) an act, attempted act or omission taken or made by you, or an act, attempted act or omission taken or made with your consent, for the purposes of interrupting the blood flow to your brain or to cause asphyxiation to you whether with intent to cause harm or not; and
- (n) death by natural causes.



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Claims Process

Beneficiary Designation

You have the option to designate a beneficiary. Should you choose not to, in the event of accidental **Loss of Life**, the benefit will be paid to the beneficiary you have designated in writing under your **Employer's** basic group life policy. If there is no written designation validly made for the purposes of the **Employer's** current basic group life insurance policy, then the benefit will be paid to your estate.

All other benefits will be payable to you.

How to Make a Claim

In the event of claim, claim forms can be obtained from your **Employer**.

Written notice of claim to the **Company** must be given no later than 30 days from the date of accident. Within 90 days from the date of the accident, proof of claim must be submitted to the **Company**. Proof may include a certificate as to the cause and nature of the accident or **Injury** caused thereby, for which the claim is made and as to the duration of the **Injury** or **Loss**, from legally qualified medical practitioner.

Failure to give notice of claim or furnish proof of claim within the time prescribed above will 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 of the accident or the **Injury** and if it is shown that it was not reasonably possible to give notice or furnish proof within the time as prescribed.

Important Notices

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 (for actions or proceedings governed by the laws of Alberta and British Columbia), The Insurance Act (for actions or proceedings governed by the laws of Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), The Limitations Act (for actions or proceedings governed by the laws of Saskatchewan) or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code.

Insurance is underwritten by AIG Insurance Company of Canada.