It is hereby understood and agreed that the policy to which this endorsement is attached is renewed for a further twelve month term beginning July 1st, 2022.

It is further hereby understood and agreed that the age 95 limitation is waived with respect to three people for this twelve month term only.

# **ENDORSEMENT NO. 6**

It is further understood and agreed that the section entitled "**Eligibility for Insurance**" under the policy to which this endorsement is attached is amended and shall now read as follows:

# **Eligibility for Insurance**

For the purposes of this policy, Insured Persons covered herein are persons associated with the Policyholder designated under the section entitled **"Schedule of Insured Persons"** and who are all under the age of eighty (80).

Notwithstanding the age limitation stated under the sections entitled "Eligibility for Insurance" and "Individual Terminations", coverage is extended to all volunteers who are over the age of eighty (80), until the age ninety-five (95) and will terminate at the end of the policy term for which premium has been paid.

### Policv # 9400219

In consideration of the statements and payment of premium as set forth herein, **SSQ Insurance Company Inc.** (hereinafter called the "Insurer") agrees with:

Name: The Bruce Tail Conservancy

(Hereinafter called the "Policyholder")

Address: PO Box 857

Hamilton, ON L8N 3N9

to insure eligible persons of the Policyholder (hereinafter individually called the "Insured Person") who are specified herein, for Loss resulting from Injury to the extent herein provided and subject to all of the exceptions, limitations and provisions of this policy.

## **Effective Date and Policy Term**

This policy is issued for the term beginning **July 1**, **2012** and ending **July 1**, **2013**.

All periods of time under this policy begin and end at 12:01 a.m., Standard Time, at the address of the Policyholder.

## Renewal

This policy may be renewed subject to consent of the Insurer for further consecutive terms on payment of premium at the rate and in the amount determined at the time of renewal.

#### **Definitions**

Wherever used in this policy:

"Injury", wherever used in this policy, means bodily injury caused by an Accident occurring while this policy is in force as to the Insured Person whose injury is the basis of claim and resulting directly and independently of all other causes in loss covered by this policy, provided such injury is sustained under the circumstances and in the manner described in the section entitled "Description of Hazards", but in no event shall Injury mean Sickness or Disease howsoever caused unless caused by an Accident.

"Accident" means any unlooked for mishap or untoward event which is not expected or designed.

"Sickness" means an impairment of normal physiological function and includes illness and infections.

"Disease" means any unhealthy condition of the body or any part thereof.

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

"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 the Insured Person himself nor an Immediate Family Member.

"Regular Care and Attendance" means observation and medical treatment to the extent necessary under existing standards of medical practice for the condition causing Disability.

"Physician" means a doctor of medicine (other than the Insured Person or an Immediate Family Member) who is licensed to practise medicine by:

 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  a governmental agency having jurisdiction over such licensing in the locale where the treatment is rendered.

"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 (1) or more Physicians available at all times and which continuously provides twenty-four (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 purposes of this definition, Physicians and Nurses will not exclude an Immediate Family Member.

"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.

The male pronoun will be construed as the feminine when the person is a female.

### Schedule of Benefits

The insurance afforded under this policy is only with respect to such indemnities listed in this Schedule of Benefits, and is only with respect to Insured Persons in the classes designated herein.

<u>Benefit</u>	Maximum Amount
Principal Sum Repatriation Benefit Rehabilitation Benefit Family Transportation	\$25,000 \$15,000 \$15,000
Benefit Accident Reimbursement	\$15,000
Expense Accidental Dental	\$ 5,000
Expense	\$ 500

## **Eligibility for Insurance**

For the purposes of this policy, Insured Persons covered herein are persons associated with the Policyholder designated under the section entitled "Schedule of Insured Persons", who are all under the age of eighty (80).

## Schedule of Insured Persons

All Volunteers of the Policyholder.

## **Description of Hazards**

The hazards against which insurance is provided under this policy are Injury sustained by an Insured Person while performing volunteer work on behalf and at the direction of the Policyholder.

## Specific Loss Accident Indemnity

When Injury results in any of the following losses within three hundred and sixty-five (365) days after the date of the Accident, the Insurer will pay:

### For Loss of

LifeThe Principal Sum
The Entire Sight of Both EyesThe Principal Sum
Speech and Hearing
in Both EarsThe Principal Sum
One Hand and the
Entire Sight of One EyeThe Principal Sum
One Foot and the
Entire Sight of One EyeThe Principal Sum
The Entire Sight of
One EyeThree -Fourths of the Principal Sum
SpeechThree -Fourths of the Principal Sum
Hearing in
Both EarsThree -Fourths of the Principal Sum
Hearing in
One EarTwo-Fifths of the Principal Sum
All Toes of
One FootOne-Third of the Principal Sum

### For Loss or Loss of Use of

Both Hands Both Feet One Hand and One Foot	The Principal Sum
One ArmFour-	
One HandThree-Fo	
One FootThree-Fo	
Thumb and Index Finger or at Least Four Fingers	·
	Fifths of the Principal Sum

### For Paralysis of

Both Upper and Lower Limbs (Quadriplegia)Two Times the Principal Sum Both Lower Limbs (Paraplegia)Two Times the Principal Sum
Upper and Lower Limbs of One Side of Body (Hemiplegia)Two Times the Principal Sum

"Loss of Life" means the death of the Insured Person.

"Loss" as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint; as used with reference to arm or leg means complete severance through or above the elbow or knee joint; as used with reference to thumb means the complete severance of one (1) entire phalanx of the thumb; as used with reference to finger means the complete severance of two (2) entire phalanges of the finger; as used with reference to toes mean the complete severance of one (1) entire phalanx of the big toe and all phalanges of the other toes; as used with reference to eye means the irrecoverable loss of the entire sight thereof.

"Loss" as above used with reference to speech means complete and irrecoverable loss of the ability to utter intelligible sounds; as used with reference to hearing means complete and irrecoverable loss of hearing.

"Paralysis" means the loss of ability to move all or part of the body.

"Quadriplegia" means the permanent Paralysis and functional loss of use of both upper and lower limbs.

"Paraplegia" means the permanent Paralysis and functional loss of use of both lower limbs.

"Hemiplegia" means the permanent Paralysis and functional loss of use of upper and lower limbs on the same side of the body.

"Loss" as above used with reference to loss of use means the total and irrecoverable loss of use, provided the loss is continuous for twelve (12) consecutive months and such loss of use is determined to be permanent at the end of such period.

Indemnity provided under this section for all losses sustained by any one (1) Insured Person as the result of any one (1) Accident will not exceed the following:

- (a) with the exception of quadriplegia, paraplegia and hemiplegia, the Principal Sum.
- (b) with respect to quadriplegia, paraplegia and hemiplegia, Two Times the Principal Sum, or the Principal Sum if Loss of Life occurs within ninety (90) days after the date of the Accident.

In no event will indemnity payable for all Losses under this section exceed, in the aggregate, Two Times the Principal Sum as the result of the same Accident.

## **Repatriation Benefit**

In the event a Loss of Life resulting from Injury is sustained by an Insured Person more than fifty (50) kilometres from the Insured Person's normal place of Residence and indemnity for such Loss becomes payable in accordance with the terms of this policy,

the Insurer will pay the reasonable and customary expenses actually incurred for the transportation of the body of the deceased Insured Person to the first (1st) resting place (including but not limited to a funeral home or the place of interment) in proximity to the normal place of Residence of the deceased, including charges for the preparation of the body for such transportation, not to exceed in the aggregate the amount of Repatriation Benefit stated in the section entitled "Schedule of Benefits" for all such expenses.

The above benefit will be paid to the person who incurred the expenses and will only be payable under one (1) of the policies issued to the Policyholder by the Insurer.

#### Rehabilitation Benefit

In the event an Insured Person sustains an Injury which results in a Loss payable under the section entitled "Specific Loss Accident Indemnity" of this policy, and such Injury requires that the Insured Person participate in a rehabilitation program in order to be qualified to engage in an occupation in which he would not have engaged except for such Injury, the Insurer will pay the reasonable and necessary expenses actually incurred, within three (3) years from the date of Loss, by the Insured Person for such program.

Payment by the Insurer for the total of all expenses incurred by any Insured Person will not exceed the amount of Rehabilitation Benefit stated in the section entitled "Schedule of Benefits" as the result of any one (1) Accident. Payment will not be made for room, board or other ordinary living, travelling or clothing expenses.

The above benefit will only be payable under one (1) of the policies issued to the Policyholder by the Insurer.

## **Family Transportation Benefit**

When, following an Injury which results in a Loss payable under the section entitled "Specific Loss Accident Indemnity" of this policy, an Insured Person is confined as an inpatient in a Hospital located more than one hundred and fifty (150) kilometres from his normal place of Residence and such Insured Person is under the Regular Care and Attendance of a Physician, the Insurer will pay the reasonable expenses actually incurred by any Immediate Family Member(s) or a family representative for Accommodation and transportation by the most direct route from the normal place of residence of the Immediate Family Member(s) or family representative to the confined Insured Person and return to the normal place of residence of such Immediate Family Member(s) or family representative, not to exceed in the aggregate the

amount of Family Transportation Benefit stated in the section entitled "Schedule of Benefits" for all such expenses as the result of any one (1) Accident. Payment will not be made for board or other 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 will be limited to a maximum of thirty-five cents (\$0.35) per kilometre travelled.

"Accommodation" means lodging in the vicinity of the Hospital where the Insured Person is confined.

The above benefit will only be payable under one (1) of the policies issued to the Policyholder by the Insurer.

### **Accident Reimbursement Expense**

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:

- Hospital charges for the difference between the public ward allowance under the Insured Person's Provincial Hospital Plan and the semiprivate accommodation charge (private accommodation charge if recommended by a Physician);
- expenses for the services of a Nurse ordered or prescribed by a Physician, provided such Nurse does not ordinarily reside in the Insured Person's Residence, subject to a maximum of five thousand dollars (\$5,000) per Accident;
- expenses for prescription drugs, sera and vaccines, obtainable only upon a written prescription by a Physician or legally qualified dentist and dispensed by a registered pharmacist or Physician, but excluding any charges made for the administration of injectable drugs, sera and vaccines, subject to a dispensing maximum of a thirty (30) day supply;
- 4) expenses charged for the services of a licensed professional physiotherapist ordered or prescribed by a Physician, provided such physiotherapist does not ordinarily reside in the Insured Person's Residence and is not an Immediate Family Member; up to twenty-five dollars (\$25) per treatment, subject to a maximum reimbursement of two hundred and fifty dollars (\$250) as the result of any one (1) Accident and five hundred dollars (\$500) during any one (1) policy term;

- 5) expenses for a licensed ambulance service or, when recommended by a Physician, by any other conveyance licensed to carry passengers for hire, including air ambulance, 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;
- 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;
- expenses for rental of a wheelchair, an iron lung and other durable equipment for temporary 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;
- 8) expenses for the services of a licensed chiropractor ordered or prescribed by a physician, provided such chiropractor does not ordinarily reside in the Insured Person's Residence and is not an Immediate Family Member; up to twenty-five dollars (\$25) per treatment, subject to a maximum reimbursement of two hundred and fifty dollars (\$250) as the result of any one (1) Accident and five hundred dollars (\$500) during any one (1) policy term.

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 section entitled "Schedule of Benefits" as the result of any one (1) Accident.

## **Accidental Dental Expense**

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 the Accidental Dental Expense maximum stated in the section entitled "Schedule of Benefits" 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.

Any payments made under this section will be in accordance with the current Fee Guide for General Practitioners published by the Dental Association in the province or territory of the Insured Person's Residence.

## Aircraft Coverage

Insurance provided under this policy includes Injury sustained while and in consequence of:

- (a) riding as a passenger, and not as a pilot, operator or member of the crew in or on any aircraft having a current and valid certificate of airworthiness and piloted by a person who then holds a current and valid pilot's license of a rating authorizing him to pilot such aircraft.
- (b) riding as a passenger, and not as a pilot, operator or member of the crew in or on any aircraft operated by the Canadian Armed Forces or by a similar military service of any duly constituted governmental authority of any other recognized country.
- boarding or alighting from or being struck by any aircraft.

Notwithstanding (a) and (b) above, this policy excludes Injury sustained while and in consequence of riding in or on any aircraft owned, operated or leased by or on behalf of the Policyholder.

# **Exposure and Disappearance**

If, by reason of an Accident covered by this policy, an Insured Person is unavoidably exposed to the elements and as the result of such exposure, suffers a Loss for which indemnity is otherwise payable hereunder, such Loss will be covered under the terms of this policy.

If the Insured Person is not found within one (1) year after the date of the disappearance or sinking or wrecking of the conveyance in which the Insured Person was riding at the time of the Accident and under such circumstances as would otherwise be covered hereunder, it will be presumed the Insured Person suffered a Loss of Life resulting from Injury at the time of such disappearance, sinking or wrecking.

# **Aggregate Limit of Indemnity**

\$2,500,000 is the Insurer's aggregate limit of indemnity for all losses arising out of any one (1) Accident for which coverage is provided hereunder. In the event said limit of indemnity for any one (1) Accident is insufficient to pay the full amount of indemnity for each Insured Person, then the amount payable for each Insured Person will be in the

proportion that the limit of indemnity for any one (1) Accident bears to the total amount of insurance that would have been payable, except for such limit of indemnity.

This section only applies to losses payable under the following section:

Specific Loss Accident Indemnity

# **Indemnity Payments**

Indemnity payable in the event of the Loss of Life of an Insured Person will be payable to the estate of the Insured Person. All other indemnities payable will be payable to the Insured Person, with the exception of indemnities payable under the following benefits:

Repatriation Benefit Family Transportation Benefit

## **Individual Terminations**

The insurance of an Insured Person will immediately terminate on the earliest of the following dates:

- (1) on the date this policy is terminated;
- (2) on the premium due date if the Policyholder fails to pay the required premium for the Insured Person;
- (3) on the date the Insured Person reaches eighty (80) years of age;
- (4) on the date the Insured Person ceases to be associated with the Policyholder in a capacity making such person eligible for insurance hereunder.

### **Territorial Limits**

World-Wide

## **Exclusions**

This policy does not cover any Loss, fatal or nonfatal, caused or contributed to by:

- 1) suicide or intentionally self-inflicted Injury;
- war, whether declared or not;
- participation in a riot, insurrection, civil commotion or disturbance;
- active full-time, part-time or temporary service in the armed forces of any country;

- riding as a passenger or otherwise in any vehicle or device for aerial navigation, other than as provided in the section entitled "Aircraft Coverage";
- medical treatment or surgery, except if the medical treatment or surgery was needed because of an Accident.

Nor does this policy cover expenses incurred for:

- the purchase, repair or replacement of eyeglasses or contact lenses, or prescriptions therefore:
- 2) charges of a masseur;
- x-rays, repair or replacement of pre-existing dentures, fillings or crowns, except as provided in the section entitled "Accidental Dental Expense";
- 4) Sickness or Disease, either as a cause or effect;
- experimental drugs not approved by the governing authority having jurisdiction over the matter in the country where such drugs are prescribed and dispensed.

This policy is subject to and will not contravene any Federal or Provincial statutory requirement with respect to Hospital and/or Medical plans. Benefits will be reduced under the sections of this policy entitled "Accident Reimbursement Expense" and "Accidental Dental Expense" by any amount (paid or not) of eligible expenses covered under the Federal or Provincial Hospital and/or Medical plans and/or any other policy providing similar reimbursement expenses.

### **Claims Provisions**

Notice of Claim Written notice of Injury on which claim may be based must be given to the Insurer within thirty (30) days after the date of the Accident resulting in such Injury. Such notice given by or on behalf of the Insured Person or beneficiary, as the case may be, to the Insurer at its Head Office, 2020 University Street, Suite 1800, Montreal, (Quebec), H3A 2A5 or to any Regional Office of the Insurer or to any authorized agent of the Insurer, with particulars sufficient to identify the Insured Person, will be deemed notice to the Insurer. Failure to give such notice within the time provided in this policy will not invalidate any claim if it is shown not to have been reasonably possible to give such notice during such time and that such notice was given as soon as reasonably possible, but in no event later than one (1) year after the date of the Accident.

Claim Forms The Insurer, upon receipt of such notice, will furnish to the claimant such forms as are usually furnished by it for filing proof of Loss. If such forms are not so furnished within fifteen (15) days after the Insurer's receipt of such notice, the claimant will be deemed to have complied with the requirements of this policy as to proof of such Loss upon submitting, within the time fixed in the policy for filing proofs of Loss, written proof covering the occurrence, character and extent of the Loss for which claim is made.

**Proof of Loss** Written proof of Loss must be given to the Insurer within ninety (90) days after the date of Accident resulting in such Loss. Failure to give such proof within such time will not invalidate any claim if it is shown not to have been reasonably possible to give such proof during such time and that such proof was given as soon as reasonably possible, but in no event later than one (1) year after the date of the Accident.

**Physical Examination and Autopsy** The Insurer will have the right and opportunity to examine, at its own expense, the person of the Insured Person whose Loss is the basis of claim under this policy, where and so often as it may reasonably require during the pendency of claim hereunder, and in the case of death, the right and opportunity to require an autopsy where it is not forbidden by law.

**Payment of Claims** All indemnities provided in this policy for Loss will be paid after due proof of Loss satisfactory to the Insurer has been given in accordance with the requirements of this policy.

All moneys payable under this policy is payable in the lawful money of Canada.

**Legal Actions** Legal action will not be taken to recover indemnities under this policy until sixty (60) days after proof of Loss has been given in accordance with the requirements of this policy to the Insurer. Thereafter, the claimant will be limited to a one (1) year period [three (3) years in the province of Quebec] during which legal action may be taken.

Conformity with Provincial Law If any time limitation specified in this policy for giving notice of claim, or giving proof of Loss, or undertaking legal action is less than that permitted by law of the province in which the Insured Person is residing at the time of the Accident resulting in Loss, then the time limitation will not be less than that provided for by provincial law.

### **General Provisions**

The Contract This policy includes the endorsements and attached papers, if any, and contains the entire contract of insurance. No statement made by the applicant for insurance will void the insurance or reduce benefits hereunder unless contained in a written application signed by the applicant. No agent has authority to change this policy or to waive any of its provisions. No change in this policy will be valid unless approved by an officer of the Insurer and such approval be endorsed hereon or attached hereto.

All statements contained in any such application for insurance will be deemed representations and not warranties.

Certificate of Insurance The Policyholder shall not deliver to any Insured Person any written description of the benefits available under this policy without first allowing the Insurer to review the description. The Insurer may at its discretion require the Policyholder to make changes to the description if the description contains a discrepancy with the wordings of the policy. Where the Insurer has not been allowed to review the description, or where the Policyholder does not make a change to the description as required by the Insurer, then the Policyholder will indemnify and hold harmless the Insurer against all claims that may be paid by or made against the Insurer and which arise out of a discrepancy between the description and the wording of the policy. In addition, the Policyholder will indemnify and hold harmless the Insurer from all losses, costs, charges and expenses, including but not limited to legal fees, that the Insurer may incur as a result of any such claims.

**Termination** The Policyholder may cancel this policy by mailing to the Insurer written notice stating when thereafter such cancellation will be effective. The Insurer may cancel this policy by mailing to the Policyholder at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, such cancellation will be effective. The mailing of such notice as aforesaid will be sufficient proof of notice and the effective date of cancellation stated in the notice will become the end of the policy period. Delivery of such written notice either by the Policyholder or by the Insurer will be equivalent to mailing.

Unless otherwise provided in this policy, if the Policyholder cancels, earned premiums will be computed in accordance with the customary short rate table and procedures. If the Insurer cancels, earned premiums will be computed pro rata. Premium adjustment may be made at the time cancellation is effected, and if not then made, will be made as soon as practicable after cancellation becomes effective. The Insurer's cheque or the cheque of its representative mailed or delivered as aforesaid will be sufficient tender of any refund of premium due the Policyholder.

**Inspection of Records** The Insurer will be permitted to examine the Policyholder's records relating to this policy at any reasonable time, and from time to time until two (2) years after expiration of this policy or until final adjustment and settlement of all claims hereunder, whichever is the later.

IN WITNESS WHEREOF, SSQ Insurance Company Inc. has caused this policy to be signed by its Chief Executive Officer and Senior Vice-President; but the same will not be binding upon the Insurer unless countersigned by its duly authorized Policy Writer.