

Parachute Accidental Death and Dismemberment Insurance Policy

This **Policy** sets out the accidental death and dismemberment insurance coverage provided to **You** by Humania Assurance Inc. In this **Policy**, Humania Assurance Inc. is called "**We**" or "**Us**".

"**You**" and "**Your**" refer to the individual identified as the **Policyholder** in the **Summary of Coverage**.

It is important that **You** read this **Policy** carefully along with **Your Summary of Coverage**, which sets out details of **Your** coverage, including the amount of **Your** coverage, and whether **Your Spouse** and **Children** are covered. If **You** have any questions about **Your** coverage or for customer service please contact the **Agent** at:

Parachute Digital Solutions Inc.
390, Bay Street, 24th Floor,
Toronto, Ontario,
M5H 2Y2
Toll Free: 1-833-756-0372
Email: support@parachutedigital.ca

Humania Assurance Inc. hereby agrees to pay the benefits in accordance with and subject to the provisions of this **Policy**.

Please take the time to review this Policy

Within 10 days of delivery of the **Policy** and on the condition that no **Claim** has been made, **You** may cancel for any reason and receive a full refund of any premium **You** have paid if **You** provide **Us** with written **Notice** of cancellation, dated and signed by **You**.

Table of Contents



Schedule of Benefits	3
Definitions	4
Benefits Provisions	6
Premium Provisions	7
Effective Date and Termination of Coverage	8
Claim Provisions	10
General Provisions	12
Privacy Policy	17

Sample

Schedule of Benefits

Face Amounts Available

* The maximum **Face Amount** per **Child** is \$50,000 or 50% of **Your Face Amount**, rounded to the next \$1,000, whichever is the lesser. All eligible **Children** will be insured for the same **Face Amount**.

Refer to your **Summary of Coverage** to determine the **Face Amount You** have purchased.

Face Amounts Available				
You	\$25,000.00	\$50,000.00	\$100,000.00	\$250,000.00
Spouse	\$25,000.00	\$50,000.00	\$100,000.00	\$250,000.00
Child	\$10,000.00	\$25,000.00	\$50,000.00*	

Covered Losses

Accidental Loss of:	% of the Face Amount Payable		
	50%	100%	200%
Life		♦	
One Limb		♦	
Two Limbs			♦
Quadriplegia			♦
Paraplegia			♦
Hemiplegia			♦
Two Appendages			♦
One Appendage or five toes on one foot or four fingers on same hand or thumb and index finger on same hand	♦		
Sight in one eye or hearing in one ear	♦		
Sight in both eyes or hearing in both ears or speech or sight in one eye and hearing in one ear		♦	
2 of 3 Sensory Losses (speech, loss of hearing in both ears, loss of sight in both eyes)			♦

FamilyAssist Benefit

10% of the **Loss** of life **Benefit Amount** paid subject to an overall maximum of \$10,000.00

Maximum Issue Age

64 years of age

Termination Age

70 years of age

Definitions

This article sets out the definitions for words and phrases that have specific meanings when used in this **Policy**. These words and phrases appear in bold in this **Policy**. They include the plural as well as the singular.

Accident means an unexpected event involving an external force, causing **Loss** or **Injury**, independently of any other causes.

Actively at Work means **You** perform all the functional and crucial duties of **Your** occupation for a full workday at:

1. **Your** employer's place of business;
2. an alternate place approved by **Your** employer; or
3. a place where **Your** employer requires **You** to travel.

You are considered **Actively at Work** on any day that is not **Your** regular scheduled workday (e.g. vacation or holiday), provided **You** were **Actively at Work** on the preceding scheduled workday and **You** are not confined to **Hospital** or otherwise incapacitated from reporting to place of employment for **Your** employer. If **You** are on parental leave under a Provincial or Federal program, or on an employer-approved leave of absence which does not exceed one year and is unrelated to your ability to perform all the functional tasks of **Your** occupation, **You** are considered **Actively at Work**.

Agent means Parachute Digital Solutions Inc.

Appendage means a hand or a foot.

Application means the form requesting coverage under this **Policy** submitted by **You** to **Us** for approval. The **Application** forms part of **Your Contract**.

Beneficiary means the individual who is entitled to receive the benefits under this **Policy**.

Benefit Amount is the dollar amount of coverage that is payable in the event of a **Loss** including the **FamilyAssist** benefit where applicable, in accordance with the terms of this **Policy**, calculated as a percentage of the **Insured Person's Face Amount**.

Child means **Your** natural or adopted child or stepchild who, at the time of **Application** for coverage, is wholly dependent on **You** for support, over 25 hours old, and either (i) less than 21 years old, or (ii) less than 26 years old, and in attendance at an accredited school as a full-time student, and is:

1. a **Resident of Canada**;
2. unmarried;
3. not employed on a full-time basis; and

4. not eligible for voluntary accidental death and dismemberment coverage as an employee under a group benefit plan.

We may require written proof of the **Child's** status as often as **We** determine is reasonably necessary.

Claim means a formal request to **Us** for payment of a **Benefit Amount** under this **Policy**, along with supporting documents.

Claimant means an individual who makes a **Claim** for a **Benefit Amount** under this **Policy**.

Contract means the entire Contract of insurance consisting of this **Policy**, the **Summary of Coverage**, the **Application**, any documents attached to the **Policy** when issued and any amendments to the **Policy** agreed upon in writing after the **Policy** is issued.

Dependent Parent means **Your** parent or grandparent who is dependent upon **You** for support, maintenance and care and who is:

1. a resident in a licensed long-term care facility; or
2. enrolled in a home health care program; or
3. living with **You** in **Your** primary residence.

Effective Date of Coverage means the date and time that coverage becomes effective for an **Insured Person** or, for an increase in coverage, the date the increase becomes effective as shown on **Your Summary of Coverage**.

Face Amount means the dollar amount of coverage applicable to an **Insured Person** that is used to determine the **Benefit Amount** payable for any Claim.

Grace Period means the number of days in which coverage for an **Insured Person** under this **Policy** remains effective although the required premium is late.

Hospital means a facility licensed to provide full-time medical care and treatment under the direction of a full-time staff of licensed physicians. It does not include a facility that is primarily a nursing home, rest home or facility for treating drug or alcohol abuse.

Injury or **Injuries** means physical harm or damage to an **Insured Person's** body, caused by an **Accident** that occurs while the **Insured Person's** coverage under this **Policy** is in force.

Insured or **Insured Person** means **You, Your Spouse** and **Your Children** who are insured under this **Policy**. An **Insured Person** cannot be insured as both the **Policyholder** and as a **Spouse** or a **Child** under one of our Parachute accidental death and dismemberment policies.

Insurer, We, and Us means Humania Assurance Inc.

Limb means an arm or a leg.

Loss with reference to:

1. life means the death of the **Insured Person**;
2. Appendage means complete severance at or above the wrist for a hand but below the elbow, or at or above the ankle joint for a foot but below the knee joint, even if the severed appendage is surgically reattached, whether successful or not.
3. **Limb** means:
 - a. complete severance at or above the elbow for an arm or complete severance at or above the knee joint for a leg, even if the severed limb is surgically reattached, whether successful or not, and/or
 - b. the permanent, total and irrecoverable inability to use an arm or a leg;
4. thumb, fingers, and/or toes means the complete severance at or above their metacarpophalangeal joint;
5. sight, speech or hearing means the total and irrecoverable loss of that sense;
6. **hemiplegia** means the permanent and irrecoverable Paralysis and functional loss of use of one upper and one lower Limb on the same side of the body
7. **paraplegia** means the permanent and irrecoverable Paralysis and functional loss of use of both lower Limbs;
8. **quadriplegia** means the permanent and irrecoverable Paralysis and functional loss of use of both upper and lower Limbs.

Notice means a written communication by an **Insured Person** or **Claimant** to **Us**, or vice versa.

Notice of Claim means the initial written **Notice** given to **Us** that a **Claimant** is making a **Claim** under this **Policy**, using a form provided by **Us**.

Policy means this insurance contract. The **Policy** forms part of **Your Contract**.

Policy Anniversary means the first anniversary of **Your** original **Effective Date of Coverage** and each subsequent anniversary of such date thereafter.

Policyholder means the person named on the **Summary of Coverage** as the "Policyholder".

Proof of Claim means evidence or documentation submitted by the **Claimant** or obtained in the course of our investigation of a **Claim**.

Provincial or Territorial Health Care Insurance Plan means any plan that provides **Hospital**, medical or dental benefits established by the government in the **Insured Person's** province or territory of primary residence.

Resident of Canada means an individual who resides in Canada and who is covered by a Canadian **Provincial or Territorial Health Care Insurance Plan**.

Schedule of Benefits summarizes the benefit features available to **You, Your Spouse** and **Your Children** according to the terms and conditions of this **Policy**.

School of Higher Learning includes, but is not limited to, any university, private post-secondary college or trade school, and any College of General and Vocational Education/Collège d'enseignement général et professionnel (CÉGEP).

Sensory Loss means loss of speech, loss of sight in both eyes or loss of hearing in both ears.

Spouse means an individual who:

1. is a **Resident of Canada**; and
2. satisfies one of the following:
 - a. is legally married to **You**, or
 - b. has been living with **You** in a role like that of a marriage partner continuously for the immediately preceding 12-month period;
 - c. is in a civil union with **You** as defined by the Civil Code of Quebec;
 - d. is **Your** registered domestic partner in Nova Scotia; or
 - e. is the biological or adoptive father or mother of at least one of **Your** children.

Only one **Spouse** is eligible for coverage under this **Policy** and it is the person who most recently satisfies the definition of **Spouse** who is eligible to apply for coverage under the **Policy**.

We may require written proof of the **Spouse's** status as often as **We** determine is reasonably necessary.

Summary of Coverage means the insurance document called a "Summary of Coverage", or any replacement of such document, which **We** issue to **You**, which summarizes the **Face Amount You, Your Spouse** and **Your Children** have under this **Policy**. The **Summary of Coverage** forms part of **Your Contract**.

Termination Date means the date on which the **Insured Person** is no longer eligible for coverage under his or her **Policy**.

You and **Your** refer to the individual identified as the Policyholder in the **Summary of Coverage**.

Benefits Provisions

Your Spouse and Children

When are Your Spouse and Children eligible for coverage under this Policy?

Your Spouse and **Children** are eligible for coverage under this **Policy** on the latest of:

1. the date **You** are eligible for coverage under this **Policy**; and
2. the date such **Spouse** or **Child** first satisfies the definition of **Spouse** or **Child** under this **Policy**.

Who can apply for coverage under the Policy?

You must make **Application** to add coverage for **Your Spouse** or **Children**. **Your Summary of Coverage** will indicate whether **You** have this coverage.

Payment of a Loss Benefit

When will a Benefit Amount be paid?

If an **Insured Person** has an **Accident** while insured under this **Policy** that results in a **Loss** within 12 months of the date of the **Accident**, **We** will pay the **Benefit Amount** for that **Loss** subject to the terms and conditions of this **Policy**.

Please refer to the **Schedule of Benefits** for the covered **Losses**.

Payment of the FamilyAssist Benefit

When will the FamilyAssist Benefit be paid?

*FamilyAssist is only available to **You**. It is not available to **Your Spouse** or **Children**.*

FamilyAssist is an additional benefit **We** will pay if **You** have a **Loss** of life **Benefit Amount** paid under this **Policy** and **You** have at least one of the following:

1. A **Child** that is:
 - a. enrolled in a legally licensed Day Care Centre (including in an early childhood centre / Centre de la Petite Enfance in Québec) on the date of such loss or within 12 months after **Your** death; or
 - b. enrolled as a full-time student:
 - i. in a **School for Higher Learning** above the secondary school level, in the province, territory or country of Residence; or
 - ii. at the secondary school level but who enroll as full-time students in a **School for Higher Learning** within 12 months after **Your** date of death.
2. A Dependent Parent.

The FamilyAssist Benefit is equal to 10% of the **Loss** of life **Benefit Amount** paid subject to an overall maximum of \$10,000.00.

Premium Provisions

Payment of Premiums

What is the premium amount and when are premiums due?

Your first premium is due on or before **Your Effective Date of Coverage**. Thereafter, premiums are due on the same day of each month while the **Policy** is in force. The amount of **Your** premium for the first 12 months, following **Your Effective Date of Coverage**, including premiums payable for **Your Spouse** and **Children**, is set out in **Your Summary of Coverage**.

If **You** cancel the **Policy**, **Your** premium refund will be calculated on a pro-rata basis from the effective date of the cancellation until the next premium due date. Premium adjustments for any other changes to the **Policy** will be calculated on a pro-rata basis from the effective date of the change until the next **Policy Anniversary**.

Premium Rates

Can the Insurer change the premium amount?

Your premiums are guaranteed for the first 12 months following your **Effective Date of Coverage** if **You** do not make any changes to **Your** coverage or **Your Spouse's** or **Children's** coverage. Afterwards, **We** may change the amount of the premiums on any **Policy Anniversary**. **We** will notify **You** at least 60 days in advance of any increase.

Grace Period

What happens if a premium payment is late?

Other than for payment of the initial premium, which must be paid or **Your** coverage and that of **Your Spouse** and **Children** will not come into effect, **We** will grant a **Grace Period** of 60 days from the premium due date for the payment of overdue premium. **Your** coverage and that of **Your Spouse** and **Children**, will remain in force during the **Grace Period** but will automatically terminate at the end of the **Grace Period** upon at least 15 days advance written notice if **You** do not pay the required premium during the **Grace Period**.

Reinstatement of the Policy

Can a terminated Policy be reinstated?

If **Your Policy** terminates due to non-payment of premium it may not be reinstated.

Effective Date and Termination of Coverage

Effective Date of Coverage for an Insured Person

When is coverage effective?

Your coverage will be effective on the **Effective Date of Coverage** set out in the **Summary of Coverage**.

Coverage for **Your Spouse** and **Children** will be effective on the latest of the following dates:

1. the **Effective Date of Coverage** set out in the **Summary of Coverage**; or
2. the date **You** apply, and are approved, for coverage for **Your Spouse** or **Children**.

Renewal of the Policy

Will the Policy be renewed?

This **Policy** renews on each **Policy Anniversary**, provided that **You** are under 70 years of age, and **You** are a **Resident of Canada** on the **Policy Anniversary**.

In addition, **You** must confirm **Your** intention to renew **Your** coverage by paying to **Us** the premium due on the **Policy Anniversary**.

Termination of the Policy

When does the Policy terminate?

You may terminate this **Policy** by providing written **Notice** to **Us**. Coverage will be terminated as of the date **We** receive such **Notice** or such later date as **You** have requested.

Your Policy will terminate on the earliest of the following dates:

1. upon the expiry of the **Grace Period**, if as of such expiry, the required premium has not been paid;
2. any **Policy Anniversary** upon which **You** are no longer a Resident of Canada; or
3. the date **You** reach the age of 70 years.

Termination of Your Coverage

When does the Policyholder's coverage terminate?

You will cease to be insured on the earliest of the following dates:

1. the date this **Policy** terminates;
2. the date the maximum amount payable under this **Policy** is paid out; or
3. the date **You** die.

Termination of a Spouse's Coverage

When does the Spouse's coverage terminate?

Your Spouse will cease to be insured on the earliest of the following dates:

1. the date this **Policy** terminates;
2. the date **We** receive **Your** request to terminate **Your Spouse's** coverage in writing or such later date as **You** have requested;
3. the **Policy Anniversary** if Your Spouse is no longer a **Resident of Canada**;
4. the date the maximum amount payable for **Your Spouse** under this **Policy** is paid out;
5. the date **Your Spouse** reaches the age of 70 years; or
6. the date **Your Spouse** dies.

Termination of a Child's Coverage

When does the Child's coverage terminate?

Your Child will cease to be insured on the earliest of the following dates:

1. the date this **Policy** terminates;
2. the date **We** receive **Your** request to terminate **Your Child's** coverage in writing or such later date as **You** have requested;
3. the **Policy Anniversary** if Your Child is no longer a **Resident of Canada**;
4. the date the **Child** becomes employed on a full-time basis;
5. the date the **Child** turns 21, or 26 if in attendance at an accredited school as a full-time student;
6. the date the **Child** gets married or enters into a civil union as defined by the Civil Code of Quebec or a registered domestic partnership in Nova Scotia, or has been living with another person in a role like that of a marriage partner continuously for the immediately preceding 12-month period;
7. the date the **Child** becomes eligible for voluntary accidental death and dismemberment coverage as an employee under any group benefit plan;
8. the last day for which any required premium has been paid for **Your Child** coverage if the **Grace Period** has expired;
9. the date the maximum amount payable for **Your Child** under this **Policy** is paid out; or
10. the date **Your Child** dies.

Claim Provisions

Notice of Claim

What is required to file a Claim?

Written **Notice of Claim** must be given to **Us** within 30 days of the **Insured Person's** date of **Accident**. If such **Notice of Claim** is not provided within that time, the **Claim** will not be invalidated if **Notice of Claim** is given as soon as reasonably possible, and in no event later than 12 months from the date of the **Accident** if it is shown that it was not reasonably possible to give **Notice** or furnish proof within the time so prescribed.

Proof of Claim

What Proof of Claim is required?

The **Claimant** must submit a **Claim** for benefits under this **Policy** using our approved **Claim** forms. **We** will not pay any **Claim** until **We** receive satisfactory proof in writing that such benefits are payable under the terms of this **Policy**.

At a minimum the **Claimant** must provide the following:

1. In the event of the death of an **Insured Person**, a certified copy of the death certificate or funeral director's statement/certificate of death.
2. In the event of **Your Spouse's** death, a certified copy of the marriage certificate, or, for a common-law relationship, a statutory declaration by **You** and a notarized declaration by a disinterested third party confirming that the definition of "**Spouse**" in this **Policy** is satisfied, in a form satisfactory to **Us**.
3. In the event of **Your Child's** death, a certified copy of **Your Child's** birth certificate or baptismal certificate.
4. In the event of an **Accident** causing **Loss** for an **Insured Person**, satisfactory information as to the cause or nature of the **Accident**.

The **Claimant** will also be required to provide any and all additional requested information required to assess the **Claim**.

The **Claimant** will be responsible for expenses incurred for providing **Claim** information.

Will an autopsy be required?

We may determine if an autopsy is necessary to assist in processing the **Claim**, unless otherwise prohibited by law. **We** will be responsible for any costs associated with any autopsy or review of an autopsy report. If the **Claimant** does not provide the documents set out above or refuses to permit the autopsy, it may not be possible to process the **Claim**.

Beneficiary

Who receives a Benefit Amount under this Policy?

If **Your Spouse** or a **Child** dies while insured under this **Policy**, **We** will pay the applicable **Benefit Amount** to **You**, unless **You** have designated another **Beneficiary**. If **You** die while insured under this **Policy**, **We** will pay the applicable **Benefit Amount** to the **Beneficiary** named in respect of **Your** coverage, subject to the terms and conditions of this **Policy**. If **You** have not named a **Beneficiary**, the benefit for coverage on **Your** life will be paid to **Your** estate.

If **You** survive **Your Beneficiary**, any **Benefit Amount** due will be payable to **Your** estate. If the **Beneficiary** is a minor, payment will be made to an appointed trustee or public trustee or in Quebec, to the minor **Beneficiary's** parent or legal guardian.

Can the Beneficiary be changed?

You have the right to change any revocable **Beneficiary** by sending **Us** a written designation. You can request our form for this purpose by contacting the **Agent**.

Methods of Payment

How is the Benefit Amount Paid?

The **Benefit Amount** is payable as a lump sum.

Review Procedure

Can a Claimant request that a denial of a Claim be reviewed?

If all or any part of a **Claim** is denied, the **Claimant** may request a review of the denial within 6 months after receiving a **Notice** of denial by writing to **Us**. The **Claimant** may submit written comments, documents, records or other information relating to the **Claim**, and may request free of charge a copy of the **Application** and any document provided to **Us** regarding the **Insured Person's Evidence of Insurability** and this **Policy**.

We will review the **Claim** and the **Claimant's** written submissions and will notify the **Claimant** of our decision within a reasonable time upon receipt of all required information.

Legal Proceedings

When can legal actions be brought against the Insurer?

No legal action may be brought against **Us** within 30 days after **Proof of Claim** has been submitted, or after the time limit for bringing such an action set out in applicable legislation has expired.

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 (Alberta, Manitoba and British Columbia), the Limitations Act, 2002 (Ontario), or other applicable provincial legislation.

General Provisions

Entire Contract

What is included in the Contract?

The entire **Contract** consists of this **Policy**, the **Summary of Coverage**, the **Application**, any documents attached to the **Policy** when issued and any amendments to the **Policy** agreed upon in writing after the **Policy** is issued.

Misstatement of Facts and Clerical Error

What if an Insured Person misstates any information?

If **You** or any **Insured Person** misstates any relevant information relating to the **Application**, the true facts will be used to determine whether or not coverage is in force under this **Policy**.

Where **Evidence of Insurability** is required, **You** and each other **Insured Person** must disclose to **Us** at the time of **Application** every fact of which **You** and they are aware that may be material to the coverage. Premium adjustments or refunds will be made if appropriate.

What if a clerical error is made?

A clerical error is a mistake in writing or copying data that is made by **Us**. A clerical error will not invalidate coverage that is otherwise in force or continue coverage otherwise terminated under the terms and conditions of the **Policy**.

Age

What if an Insured Person's age has been misstated?

We have the right to require satisfactory proof of the **Insured Person's** age before making payment of any **Claim**. If the age of an **Insured Person** has been misstated, the **Benefit Amount** will be adjusted upwards or downwards based on the premium rates and the **Insured Person's** true age. If **You** were not eligible for coverage based on **Your** true age, then **Your** coverage, and that of **Your Spouse** and **Children**, if any, will be voided and an equitable adjustment of premiums will be made with **You**.

If **Your Spouse** has misstated his or her age and is not eligible for coverage based on his or her true age, then **Your Spouse's** coverage will be voided and an equitable adjustment of premiums will be made with **You**.

Contestability of Policy

When is the Policy incontestable?

We will not contest the validity of this **Policy** or any statement made by an **Insured Person**, after the **Policy** has been in force for two years from the **Effective Date of Coverage**, except for fraud.

Currency

Are payments made in Canadian currency?

All payments under this **Policy** made either to or by **Us**, will be made in Canadian currency.

Non-Participating Policy

Is this a Participating Policy?

This **Policy** is non-participating. **You** are not eligible to share in our profits or surplus.

Conformity

What if this Policy does not comply with applicable provincial law?

This **Policy** is governed by the laws of the province or territory where the **Insured Person** is resident on the date this **Policy** is purchased. Any provision of this **Policy** that is inconsistent with such laws is automatically amended to conform to the minimum requirements of such laws.

Assignment

Can the benefits under this Policy be assigned?

Neither **You** nor any **Insured Person** may assign this **Policy** or any of **Your** rights under the **Policy**.

Sample

Exclusions and Limitations

We will only pay a **Benefit Amount** under this **Policy** if the **Loss** results within 12 months of the date of the **Accident** of the **Insured Person**.

When will the Insurer not pay a benefit?

1. If an **Accident** results in more than one **Loss**, **We** will pay for the one **Loss** with the highest **Benefit Amount**.
2. If an **Accident** results in **paraplegia**, **hemiplegia**, or **quadriplegia** and the **Insured Person** dies within 90 days after the date of the **Accident**, the **Benefit Amount** will be the amount payable for **Loss** of life.
3. No benefit will be paid for any **Loss** that is the direct or indirect result of:
 - a) Self-inflicted **Injury**, or any attempt thereat, regardless of the state of mind. The **Claim** will be denied, and any premiums paid will be refunded;
 - b) Medical care or treatment of any kind including surgery;
 - c) The consumption, absorption, inhalation or use of any gas, poison, medication (other than medication taken in accordance with the instructions of a licensed physician), alcohol, drug or intoxicant; or
 - d) Participation in hazardous activities or sports including participating in any contest of speed in an automobile, on a motorcycle or in or on any other motor vehicle, scuba diving, rock climbing, boxing, sky diving, parachuting, hang-gliding or bungee jumping.
4. Further, no benefit will be paid for any **Loss** that is the direct or indirect result of:
 - a) **Injury** sustained while in Military service, whether as a combatant, with armed forces engaged in surveillance, training, peacekeeping, insurrection, war (whether or not declared) or any related act, or participation in a popular uprising;
 - b) **Injury** sustained while committing, attempting or provoking a criminal offence;
 - c) **Injury** sustained while committing, or attempting an assault;
 - d) **Injury** sustained while riding, boarding or disembarking from, as a passenger or otherwise, in any vehicle or device for aerial navigation, except if you are a fare-paying passenger on a regularly scheduled flight in a commercially-licensed aircraft; or
 - e) **Injury** sustained while operating a vehicle under the influence of alcohol, THC or any intoxicant with a concentration that is:
 - i. in excess of the criminal limit applicable to the category of your driver's license, in the jurisdiction where injury is sustained;
 - ii. in excess 80 mg of alcohol in 100 ml of blood;
 - iii. in excess of 5 ng of THC in 100 ml of blood; or
 - iv. in excess of both 2.5 ng of THC in 100 ml of blood and 50 mg of alcohol in 100 ml of blood.
5. No benefit will be paid if **You** or **Your Spouse** have made a fraudulent statement in your **Application** or **Claim**.

STATUTORY CONDITIONS

Applicable in all provinces and territories (with the exception of Quebec).

The Contract

The **Application**, this **Policy**, the **Summary of Coverage**, any document attached to this **Policy** when issued and any amendment to the **Contract** agreed on in writing after this **Policy** is issued constitute the entire **Contract**, and no agent has authority to change the Contractor waive any of its provisions.

Waiver

The **Insurer** 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 signed by the **Insurer**.

Copy of Application

The **Insurer** shall, upon request, furnish to the **Insured** or to a **Claimant** under the **Contract**, a copy of the **Application**.

Material Facts

No statement made by the **Insured** or an **Insured Person** at the time of **Application** for the **Contract** shall be used in defence of a **Claim** under or to avoid the **Contract** unless it is contained in the **Application** or any other written statements or answers furnished as evidence of insurability.

Termination of Insurance

1. The **Contract** may be terminated by the **Insured** at any time on request.
2. If the **Contract** is terminated by the **Insured**, the **Insurer** must refund as soon as practicable the excess of premium actually paid by the **Insured** over the short rate premium calculated to the date of receipt of the notice according to the table in use by the **Insurer** at the time of termination.

Notice and Proof of Claim

1. The **Insured** or an **Insured Person**, or a **Beneficiary** entitled to make a **Claim**, or the agent of any of them, shall
 - a) give written **Notice of Claim** to the **Insurer**
 - i) by delivery of the notice, or by sending it by registered mail, to the head office or chief agency of the **Insurer** in the province, or
 - ii) by delivery of the notice to an authorized agent of the **Insurer** in the province, not later than 30 days after the date a **Claim** arises under the **Contract** on account of an **Accident** or **Injury**,
 - b) within 90 days after the date a **Claim** arises under the **Contract** on account of an **Accident** or **Injury**, furnish to the **Insurer** such proof as is reasonably possible in the circumstances of
 - i) the happening of the **Accident** or **Injury**,
 - ii) the loss caused by the **Accident** or **Injury**,
 - iii) the right of the **Claimant** to receive payment,
 - iv) the **Claimant's** age, and
 - v) if relevant, the **Beneficiary's** age, and

- c) if so required by the **Insurer**, furnish a satisfactory certificate as to the cause or nature of the **Accident** or **Injury** for which **Claim** is made under the **Contract** and, in the case of **Injury**, its duration.
2. Failure to give **Notice of Claim** or furnish **Proof of Claim** within the time required by this statutory condition does not invalidate the **Claim** if:
 - a) the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year or, in Saskatchewan, not later than the limitation period set out in The Limitations Act, after the date of the **Accident** or the date a **Claim** arises under the Contract on account of **Injury**, and it is shown that it was not reasonably possible to give the notice or furnish the proof in the time required by this condition, or
 - b) in the case of the death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year or, in Saskatchewan, not later than the limitation period set out in The Limitations Act, after the date a court makes the declaration.

Insurer to furnish forms for Proof of Claim

The **Insurer** shall furnish forms for **Proof of Claim** within 15 days after receiving **Notice of Claim**, but if the **Claimant** has not received the forms within that time the **Claimant** may submit his or her **Proof of Claim** in the form of a written statement of the cause or nature of the **Accident** or **Injury** giving rise to the **Claim** and of the extent of the **Loss**.

Rights of Examination

As a condition precedent to recovery of insurance money under the **Contract**,

1. the **Claimant** must give the **Insurer** an opportunity to examine the person of the **Insured Person** when and as often as it reasonably requires while the **Claim** hereunder is pending, and
2. in the case of death of the **Insured Person**, the **Insurer** may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.

When Money Payable

All money payable under this **Contract** shall be paid by the **Insurer** within 60 days after it has received **Proof of Claim**.

Limitation of Actions

Applicable in New Brunswick, Nova Scotia, Newfoundland and PEI only:

An action or proceeding against the **Insurer** for the recovery of a **Claim** under this **Contract** shall not be commenced more than one year after the date the insurance money became payable or would have become payable if it had been a valid **Claim**.

Applicable in Yukon, NWT and Nunavut only:

An action or proceeding against the **Insurer** for the recovery of a **Claim** under this **Contract** shall not be commenced more than two years after the date the insurance money became payable or would have become payable if it had been a valid **Claim**

End of Policy

Privacy Policy

The collection, use, disclosure and retention of personal information in connection with this Policy will be done in accordance with the provisions of applicable privacy legislation and Our Privacy Statement.

We collect, use and disclose personal information to process Applications and, if such Applications are approved, to provide and administer the relevant product(s) to the Insured Persons, including investigating and assessing Claims and creating and maintaining Our records.

The Insured Person may exercise certain rights of access and rectification with respect to the information in the Insured Person's file by sending a request in writing to Us. We limit access to personal information in such files to:

1. our employees who have a need to access such information to perform their jobs;
2. people We approve who need such information to perform their duties as they relate to Your Policy;
3. people to whom the Insured Person has granted access; and
4. people authorized by law to access such items.

For questions about Our personal information policies and practises, please contact Us:

Director, Compliance
Humania Assurance Inc.
1555 Girouard Street West
P.O. Box 10000
Saint-Hyacinthe, Quebec J2S 7C8

By email at: conformite@humania.ca

At our website: <https://www.humania.ca/en-CA/personal-information-protection>



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