

Accidental Dismemberment Policy No. 906906

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PART I
GENERAL PROVISIONS

1. Definitions

For the purposes of Part II and III the following terms shall have the meanings set forth below:

- (a) “Attributable to Military Service” means, with respect to an accidental dismemberment, one which arises out of, or is directly connected with military service. For greater certainty, where a Member suffers an accidental dismemberment while performing a Special Duty Service, such dismemberment will be deemed to be Attributable to Military Service. However, where a Member suffers an Accidental Dismemberment:
- (i) while on a leave of absence without pay; or
 - (ii) while on a period of absence without leave for which the pay of the Member was stopped; or
 - (iii) when the Member has undertaken an occupation that is unconnected with military service, during any leave of absence with pay;

then such dismemberment will not be considered Attributable to Military Service.

- (b) “Cash Flow Interest Rate,” as used in this Policy, refers to the interest crediting procedures that have been established by mutual agreement between the Policyowner and the Insurer, as amended from time to time, and which apply to the Treasury Board Supported Plans (the “Plans”). The Plans mean those Plans issued by the Insurer to the Policyowner, of which 85% or more of the Plan is funded by the Treasury Board Secretariat.
- (c) “Insurer” means The Maritime Life Assurance Company.
- (d) “Master Policy” means SISIP Policy No. 901102, and all amendments thereto.
- (e) “Member” shall mean:
- (i) a person of the Canadian Forces (Regular); or
 - (ii) a person on Class ‘A’ Primary Reserve Service who is employed on short periods of service not exceeding 16 days of continuous service and designated by military authority as being on Class “A” Primary Reserve Service; or
 - (iii) a person on short term Class ‘B’ Primary Reserve Service who is employed on a full-time basis for 180 days or less and is designated by military authority as being on Class “B” Primary Reserve Service; or
 - (iv) a person on long term Class ‘B’ Primary Reserve Service who is a Member of the Reserve Force and is employed on a full-time basis for a

- period of more than 180 consecutive days and is designated by military authority as being on Class 'B' Primary Reserve Service; or
- (v) a person on Class 'C' Reserve Service who is a Member of the Reserve Force and is employed on a full-time basis with the Canadian Forces, and is designated by military authority as being on Class 'C' Reserve Service.
 - (f) "Pension Act" shall mean Pension Act, R.S.C. 1970, c.P-, s.1, as amended, including its regulations and schedules.
 - (g) "Policy" means Accidental Dismemberment Policy No. 906906, and all amendments thereto.
 - (h) "Policy No. 906906 Financial Agreement" means the agreement between the Insurer and the Policyowner governing the financial operation of the Policy.
 - (i) "Policyowner" means the Chief of the Defence Staff for the Canadian Forces.
 - (j) "Special Duty Service" means: service as a Member of the Canadian Forces in a special duty area designated under s. 91.2 of the Pension Act, or as a Member of the Canadian Forces as part of a special duty operation designated under s. 91.3 of the Pension Act, during the period in which that designation is in effect, and includes:
 - (i) periods of training for the express purpose of service in that area or as a part of that operation, wherever that training takes place,
 - (ii) travel to and from the area, the operation, or the location of training referred to in paragraph (i), and
 - (iii) authorized leave of absence with pay during that service, where that leave is taken,

if that training, travel or leave occurred on the day, not earlier than 11 September 2001, that is in the period during which that designation is in effect.

2. Enrollment Requirements

Coverage is provided automatically to Members defined in Part I, Section 1(e)(i-v) effective 13 February 2003.

3. Discontinuance of Insurance

Insurance on a Member shall cease on the earliest of the following:

- (a) The date of termination of this Policy; or
- (b) The date on which the Member is released from the Canadian Forces.

4. Data Required

- (a) The Policyowner shall furnish to the Insurer all available information, which the Insurer may require to enable it to administer the insurance, to adjudicate claims and to determine the premiums required.
- (b) For Members defined at Section 1(e)(i) to 1(e)(v) herein, the Policyowner must maintain records sufficient to establish the insurance eligibility of each person insured under this Policy.
- (c) Where permitted by law, or, in the case of any personal information of a Member, where the Member has provided his consent, all records of the Policyowner relating to this Policy or any insurance under this Policy shall be open to inspection by the Insurer at all reasonable times, and vice versa.
- (d) Clerical errors shall not prejudice the rights of the Insurer.

5. Annual Experience Rating

- (a) On each policy anniversary, and in accordance with procedures agreed to by the Policyowner and Insurer regarding experience rating, the Insurer may declare an experience credit in such amount as the Insurer may determine. The amount of each experience credit declared by the Insurer will be left on deposit with the Insurer and earn interest in accordance with the Insurer's practices and procedures concerning such deposits in effect at that time, or, with 90 days prior written notice from the Policyowner, will be refunded to the Policyowner. The payment of such credit by the Insurer to the Policyowner shall completely discharge the Insurer of any responsibility with respect to the amount so paid.
- (b) On each policy anniversary, the Insurer may declare an experience deficit, which will be repaid by the Policyowner in accordance with procedures agreed upon by the Policyowner and Insurer in the Policy No. 906906 Financial Agreement.

6. Conformity with Applicable Law

Any provision of this Policy which is in conflict with any applicable provincial or federal law is hereby amended to conform with the minimum requirements of such law, where possible, and where not possible, is severed from the rest of the Policy without affecting the validity of the remaining provisions of the Policy.

7. Amendment, Renewal and Termination

- (a) This Policy may be amended at any time by written agreement of the Insurer and the Policyowner.
- (b) Written agreement(s) between the Insurer and the Policyowner which affect this Policy and which are in place prior to and subsequent to this Policy, and any amendments of this Policy, continue in effect unless canceled or otherwise amended by mutual agreement or in accordance with the terms of the particular written agreement(s).
- (c) The Policyowner may terminate this Policy at any time, by giving written notice of termination to the Insurer at its Head Office, but the date of termination shall not be less than 180 days after the date the Insurer receives such notice, unless an earlier date is mutually agreed to in writing by the Insurer and the Policyowner. For greater certainty, in any such termination, the provisions of Policy No. 906906 Financial Agreement will also apply.
- (d) The Insurer may terminate this Policy at any time by giving written notice of termination to the Policyowner at its head office, delivered at least 180 days prior to the date of the proposed termination, which shall be effective on the last day of any policy month next following the expiry of the 180 day period. However, such termination cannot occur until after the first policy anniversary has expired. Additionally, such termination will occur in accordance with the applicable provisions of the Policy No. 906906 Financial Agreement.
- (e) This Policy shall automatically renew for a further term of one policy year on each policy anniversary, unless the Policyowner or the Insurer has given written notice of termination to the other in accordance with the foregoing subparagraphs.
- (f) No amendment, renewal or termination of this Policy shall require the consent of or notice to any Member, dependent, beneficiary or other person.
- (g) Only the President, a Senior Vice President, the Corporate Secretary or the Appointed Actuary has power on behalf of the Insurer to amend or terminate this

Policy. No agent has authority to change this Policy or to waive any of its provisions on behalf of the Insurer.

- (h) Only the President of SISIP Financial Services or a more senior authority specifically authorized by the Policyowner has power on behalf of the Policyowner to amend or terminate this Policy. No agent has authority to change this Policy or to waive any of its provisions on behalf of the Policyowner.

8. Physical Examination

The Insurer, at its own expense, shall have the right to have the individual whose dismemberment or loss of use is the basis of claim examined by a physician designated by it, when and as often as it may reasonably require.

9. Legal Action

- (a) No action at law or in equity shall be brought to recover on this Policy prior to the expiration of 30 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of one year after the time written proof of loss has been furnished in accordance with the requirements of this Policy or more than six years after the happening of the event upon which the insurance money becomes payable, whichever period first expires.
- (b) If any time limitation of this Policy with respect to bringing an action at law or in equity to recover on this Policy is less than that permitted by the law of the jurisdiction governing the Member's rights under this Policy, that limitation is hereby extended to agree with the minimum period permitted by that law.

10. Canadian Funds

All amounts payable under this Policy shall be payable in Canadian currency.

11. Policyowner Not Insurer's Representative

The Policyowner is not the representative or agent of the Insurer for any purpose under this Policy. The Insurer is not the Policyowner's representative or agent.

12. Entire Contract

This Policy, the application of the Policyowner, and, if applicable, the individual applications of the Members insured and any written agreements between the Insurer and the Policyowner which affect this Policy and which are in place prior to and subsequent to amendment of this Policy shall constitute the entire contract between the Policyowner and the Insurer.

13. Non-Waiver of Policy Provisions

Failure of the Insurer to insist upon compliance with any provision of this Policy at any time shall not operate to waive or modify such provision, or in any manner render it unenforceable at any other time.

14. No Duplication of Dismemberment Benefit

- (a) Where a Member has coverage under the General Officers' Insurance Plan ("GOIP") or the Reserve General Officers' Insurance Plan ("Res GOIP") of the Master Policy, then such Member must submit his claim for an accidental dismemberment under one of those plans, and is not entitled to apply for or receive any benefit under this Policy, or any Long Term Disability dismemberment provisions of the Master Policy.
- (b) Where a Member suffers an accidental dismemberment that is not Attributable to Military Service, and where such Member is not covered under the GOIP or Res GOIP provisions of the Master Policy, then such Member must submit his claim for an accidental dismemberment under the applicable Long Term Disability dismemberment provisions of the Master Policy, and is not entitled to submit an accidental dismemberment claim under this Policy.
- (c) Where a Member suffers an accidental dismemberment that is not Attributable to Military Service, and such Member does not have coverage under the GOIP or Res GOIP provisions of the Master Policy, then such Member must submit his claim for an accidental dismemberment under this Policy, and is not entitled to submit an accidental dismemberment claim under the Long Term Disability dismemberment provisions of the Master Policy.

15. Death Benefit

There is no death benefit payable under this Policy.

16. Appeal Process

- (a) An appeal of the denial of an accidental dismemberment claim under this Policy must be submitted in writing to the Insurer by letter, signed by the Member and addressed to the Insurer at MLAC SISIP Services, 7 Maritime Place, PO Box 1030, Halifax NS B3J 2X5, Canada, to the attention of the Supervisor, Disability Case Manager, SISIP. The letter must be submitted within 60 days of the date of the denial notice from the Insurer and must be accompanied by any additional information in support of the Member's appeal. The letter of appeal may be delivered in person or sent by pre-paid post. If delivered by pre-paid post, it shall be deemed to have been received by the Insurer not more than seven (7) days after the date of posting. Any other correspondence in relation to the appeal, made by or on behalf of the Member, and any response by the Insurer, shall be delivered in person or by pre-paid post and shall be deemed to have been received by the Member or Insurer, as the case may be, not later than seven (7) days after the date of posting.
- (b) An appeal under this section shall comprise two levels. At the first level of appeal, the letter of appeal, any supporting information and the Member's file will be reviewed by a panel consisting of the Disability Case Manager who made the original decision, the Disability Case Manager Supervisor, the SISIP Manager and, if applicable, a second medical consultant. Such panel will hereinafter be referred to as the "Claims Review Board." If the Member wishes to challenge the decision of the Claims Review Board a second and final review will be conducted by the President of SISIP Financial Services.
- (c) In the event that the review process does not, at its completion, produce a result satisfactory to the Member, the Member may, within one year after the date of receipt of the final decision of the President of SISIP Financial Services, commence action, in law or equity, in a Court of competent jurisdiction, provided that no such action shall be brought by the Member against the Insurer after the expiry of six (6) years from the date of the event that led to the loss giving rise to the claim, whichever period first expires.

17. Gender

Wherever a masculine noun or pronoun is used in this Policy it shall be deemed to include the feminine gender.

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18. Eligibility

Accidental Dismemberment insurance coverage under this Part II is available to the following Canadian Forces Members:

- (a) Members as defined at Section 1.(e)(i)-(Regular Force); and
- (b) Members as defined at Section 1(e)(v)-(Reserve Force-Class “C”).

19. How an Eligible Member Becomes Insured

An eligible Member becomes insured automatically under this Part II, effective 13 February 2003. No application form is necessary.

20. Accidental Dismemberment Indemnity for Member

(a) Subject to Section 22, if a Member, on or after 13 February 2003, suffers any of the losses listed below, where such loss was Attributable to Military Service as defined in Part I, 1(a), and where such loss occurred by way of accidental, external and violent means, the Insurer will pay the amount of insurance specified for the loss in the Schedule of Indemnities below, upon receipt of due proof that satisfies the Insurer that:

- (i) the injury occurred while the Member was insured under this coverage; and
- (ii) the loss occurred within 90 days of the injury; and
- (iii) the loss resulted directly and solely from the injury and independently of all other causes.

(b) Schedule of Indemnities:

\$250,000 of insurance for loss of:

Both Hands
Both Feet
One Hand and One Foot
Sight of Both Eyes
One Hand and Sight of One Eye
One Foot and Sight of One Eye
Loss of Hearing
Loss of Speech

\$125,000 of insurance for loss of:

Sight of One Eye
One Hand
One Foot

\$62,500 of insurance for loss of:

Thumb and Index Finger of Same Hand
Unilateral hearing loss

- (c) "Loss," as used above, shall mean a total and irrecoverable loss and includes total and irrecoverable "Loss of Use."
- (d) The total amount payable under this Part II for all losses suffered by a Member and resulting from any one accident shall not exceed \$250,000.

21. Beneficiary – Member Accidental Dismemberment Indemnity

Any benefit payable under this provision will be paid to the Member.

22. Exceptions and Limitations – Member Accidental Dismemberment Indemnity

- (a) No accidental dismemberment benefit will be payable for any loss caused wholly or partly, directly or indirectly, by:
 - (i) disease, or bodily or mental infirmity, or medical or surgical treatment thereof; or
 - (ii) ptomaines or bacterial infections, except infection introduced through a visible wound accidentally sustained; or
 - (iii) self-destruction or self-inflicted injury, whether the Member be sane or insane; or
 - (iv) a loss incurred prior to 13 February 2003.
- (b) Where a serving Member suffers a loss that is compensable under this Policy, such Member shall remain entitled to apply for Long Term Disability benefits under the terms and conditions of the Master Policy, Part III(B), Div 2, Sections 20 to 29, inclusive and Sections 34 to 38, inclusive.
- (c) Where a Member has been approved for Long Term Disability benefits under the Master Policy and then suffers dismemberment, such Member is not entitled to claim for a benefit under this Policy.

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23. Eligibility

Accidental Dismemberment insurance coverage under this Part III is available to the following Canadian Forces Members:

- (a) Members defined at Section 1(e)(ii)-(Primary Reserve Class A); and
- (b) Members defined at Section 1(e)(iii)-(Primary Reserve Class B, Short-Term); and
- (c) Members defined at Section 1(e)(iv)-(Primary Reserve Class B, Long-Term).

24. How an Eligible Member Becomes Insured

An eligible Member becomes automatically insured under this Part III, effective 13 February 2003. No application form is necessary.

25. Accidental Dismemberment Indemnity for Member

- (a) Subject to Section 27, if a Member, on or after 13 February 2003, suffers any of the losses listed below, where such loss was Attributable to Military Service as defined in Part I, 1(a), and where such loss occurred by way of accidental, external and violent means, the Insurer will pay the amount of insurance specified for the loss in the Schedule of Indemnities below, upon receipt of due proof that satisfies the Insurer that:

- (i) the injury occurred while the Member was insured under this coverage; and
- (ii) the loss occurred within 90 days of the injury; and
- (iii) the loss resulted directly and solely from the injury and independently of all other causes.

- (b) Schedule of Benefits and Indemnities:

Amount of Insurance for Class "A" and Short Term Class "B" Members	\$100,000
Amount of Insurance for Long Term Class "B"	\$250,000

Full amount of insurance for loss of:

Both Hands
Both Feet
One Hand and One Foot
Sight of Both Eyes
One Hand and Sight of One Eye
One Foot and Sight of One Eye

Loss of Hearing
Loss of Speech

One half of the full amount of insurance for loss of:

Sight of One Eye
One Hand
One Foot

One-quarter of the full amount of insurance for the loss of:

Thumb and Index Finger of Same Hand
Unilateral hearing loss

- (c) “Loss,” as used above, shall mean a total and irrecoverable loss and includes total and irrecoverable “Loss of Use.”
- (d) The total amount payable under this Part III for all losses suffered by any one Member and resulting from any one accident, shall not exceed the full amount of the applicable insurance specified in the Schedule of Benefits and Indemnities, herein.

26. Beneficiary – Member Accidental Dismemberment Indemnity

Any benefit payable under this provision will be paid to the Member.

27. Exceptions and Limitations – Member Accidental Dismemberment Indemnity

- (a) No accidental dismemberment benefit will be payable for any loss caused wholly or partly, directly or indirectly, by:
 - (i) disease, or bodily or mental infirmity, or medical or surgical treatment thereof; or
 - (ii) ptomaines or bacterial infections, except infection introduced through a visible wound accidentally sustained; or
 - (iii) self-destruction or self-inflicted injury, whether the Member be sane or insane; or
 - (iv) a loss incurred prior to 13 February 2003.
- (b) Where a serving Member suffers a loss that is compensable under this Policy, such Member shall remain entitled to apply for Long Term Disability benefits under the terms and conditions of the Master Policy, Part III(B), Div 3, Sections 39 to 48, inclusive and Sections 53 to 57, inclusive.