



ace lifeSM

**VOLUNTARY ACCIDENTAL DEATH &
DISMEMBERMENT INSURANCE PLAN
FOR THE EMPLOYEES AND OWNERS OF
PARTICIPATING MEMBER COMPANIES**

OF

Canadian Nursery Landscape Association

POLICY NUMBER: OE10201101

VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLAN

COVERAGE

The plan offers you full 24-hour protection against accidents, on or off the job, on business, on vacation, at home, regardless of your health history.

ELIGIBILITY

All employees and owners of participating member companies of the Policyholder, under age 70, who work a minimum of 15 hours per week.

Under the Family Plan, you insure your family members as follows: Your spouse, (legally married or domestic partner) under age 70 and your unmarried, dependent children, including step, foster or legally adopted children, who are under 21 years of age or if the child is in full-time attendance as a student at an accredited institute of higher learning, and dependent on you for support and maintenance. Mentally or physically challenged children will be covered beyond the maximum age shown above, provided that they are incapable of self-sustaining employment and are dependent upon you for support and maintenance.

BENEFITS

Schedule of Losses

If such injuries shall result in any one of the following specific losses within one year from the date of the accident, ACE INA Life Insurance will pay the benefit specified below, based on the amount selected under the "You choose the amount and plan section"; provided, however, that not more than one (the largest) of such benefits shall be paid with respect to injuries resulting from one accident.

	Percentage of Benefit Amount
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 Entire Sight of One Eye.....	100%
Loss of One Foot and Entire Sight of One Eye.....	100%
Loss of Speech and Hearing	100%
Brain Death.....	100%
Loss of Use of Both Arms, Both Hands, Both Legs or Both Feet	200%
Quadriplegia	200%
Paraplegia	200%
Hemiplegia.....	200%
Loss of One Arm or One Leg	75%
Loss of Use of One Arm or One Leg.....	75%
Loss of One Hand or One Foot.....	66 2/3%
Loss of Entire Sight of One Eye.....	66 2/3%
Loss of Use of One Hand	66 2/3%
Loss of Speech or Hearing	66 2/3%
Loss of Thumb and Index Finger of Same Hand.....	33 1/3%
Loss of Four Fingers of Same Hand	33 1/3%
Loss of Hearing in One Ear.....	25%
Loss of All Toes of Same Foot.....	12 1/2%

"Loss" shall mean with respect to hand or foot, the actual severance through or above the wrist or ankle joint; with respect to arm or leg, the actual severance through or above the elbow or knee joint; with respect to eye, the total and irrecoverable loss of sight; with respect to speech, the total and irrecoverable loss of speech which does not allow audible communication in any degree; with respect to hearing, the total and irrecoverable loss of hearing which cannot be corrected by any hearing aid or device; with respect to "Loss of Thumb and Index finger of Same Hand" or "Loss of Four Fingers of Same Hand", the actual severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand); with regard to toes, the actual severance through or above the metatarsophalangeal joints (the joints between the toes and the foot) of the same foot. If you suffer complete severance of a hand, foot, arm or leg as described above, then the Company will pay the amount specified above even if the severed limb is surgically reattached, whether successful or not.

"Loss" as used with reference to quadriplegia (paralysis of both upper and lower limbs), paraplegia (paralysis of both lower limbs), and hemiplegia (total paralysis of upper and lower limbs of one side of the body), means the complete and

irrecoverable paralysis of such limbs.

"Loss of Use" shall mean the total and irrecoverable loss of function of an arm, hand, foot, or leg, provided such loss of function is continuous for twelve consecutive months and such loss of function is thereafter determined on evidence satisfactory to the Company to be permanent.

"Brain Death" means irreversible unconsciousness with total loss of brain function; and complete absence of electrical activity of the brain, even though the heart is still beating.

Quadriplegia, Paraplegia, Hemiplegia and Loss of use losses are subject to all policies combined maximum benefit amount of \$1,000,000.

Rehabilitation Benefit

When injuries resulting in a payment being made by ACE INA Life Insurance under any benefit excluding the Loss of Life benefit, ACE INA Life Insurance will also pay the reasonable and necessary expenses actually incurred up to a limit of \$15,000 for special training provided:

- (a) such training is required because of such injuries and in order for the Insured person to become qualified to engage in an occupation in which he/she would not have been engaged except for such injuries;
- (b) expenses are to be incurred within two years from the date of the accident;
- (c) no payment will be made for ordinary living, travelling or clothing expenses.

Repatriation Benefit

When injuries covered by this plan result in a loss of life of an insured person outside 150 km from their city of permanent residence or outside of Canada and the loss of life occurs within 365 days from the date of the accident, ACE INA Life Insurance will pay the actual expense incurred for preparing the deceased for burial and shipment of the body to the city of residence of the deceased, but not to exceed \$15,000.

Family Transportation Benefit

When injuries result in an insured person being confined as an in-patient in a hospital outside 150 km their city of permanent residence or outside of Canada, and requires personal attendance of a member of their immediate family as recommended by the attending physician, in writing, ACE INA Life Insurance will pay for the expense incurred by the member of the family for the transportation by the most direct route by a licensed common carrier to the confined insured person, but not to exceed an amount of \$15,000.

"Member of the immediate family" means the spouse, legal or common-law, parents, grandparents, children over age 18, brother or sister of the insured person.

Spousal Occupational Training Benefit

When injuries to you (the employee) result in a payment being made by ACE INA Life Insurance under the Loss of Life benefit, ACE INA Life Insurance will pay in addition:

The expense actually incurred within 365 days from the date of the accident, by your spouse for a formal occupational training programme for the purpose of specifically qualifying such spouse to gain active employment in an occupation for which he/she would otherwise not have sufficient qualifications.

The maximum payable hereunder is \$15,000.

Home Alteration and Vehicle Modification Benefit

In the event an insured person sustains an injury which results in a payment being made under this plan, excluding the Loss of Life Benefit, and such injury subsequently requires the use of a wheelchair to be ambulatory, ACE INA Life Insurance will pay the reasonable and necessary expenses actually incurred within 365 days from the date of the accident for:

- 1. the one-time cost of alterations to the insured person's principal residence to make it wheelchair accessible and habitable; and
- 2. the one-time cost of modifications necessary to a motor vehicle utilized by the insured person to make the vehicle accessible or driveable for the insured person.

Benefit payments herein will not be paid unless:

- (i) home alterations are made by a person or persons experienced in such alterations and recommended by a recognized organization, providing support and assistance to wheelchair users; and
- (ii) vehicle modifications are carried out by a person or persons with experience in such matters and modifications are approved by the Provincial vehicle licensing authorities.

The maximum amount payable under both Items 1 and 2 shall be the greater of \$15,000 or 10% of your Benefit Amount to a maximum of \$50,000.

Day Care Benefit

If you (the employee) suffer a loss of life in a covered accident while this policy is in force, ACE INA Life Insurance will pay, in addition to all other benefits payable under the policy, a "Day Care Benefit" equal to the reasonable and necessary expenses actually incurred, subject to the lesser of 5% of your benefit amount or a maximum of \$5,000 per year, on behalf of your dependent child who is enrolled in a legally licensed day care centre on the date of the accident or who enrolls in a legally licensed day care centre within 365 days following the date of the accident.

The "Day Care Benefit" will be paid each year for four (4) consecutive years, but only upon receipt of satisfactory proof that your child is enrolled in a legally licensed Day Care Centre.

"Dependent Child" means either a legitimate or illegitimate child, adopted child, step-child or any child who is in a parent-child relationship with you and twelve years of age and under and dependent upon you for maintenance and support.

Continuance of Coverage

If you (the employee) are (1) laid off on a temporary basis, (2) temporarily absent from work due to short-term disability, (3) on leave of absence, or (4) on maternity leave, coverage shall be extended for 12 months, subject to the payment of premiums.

If you (the employee) assume other occupational duties during the leave or lay-off period, no benefits shall be payable for a loss occurring during the performance of such other occupation.

Seat Belt Benefit

In the event you sustain an injury which results in a payment being made under the Schedule of Losses, your Benefit amount will be increased by 10% if, at the time of the accident, you were driving or riding in a Vehicle and wearing a properly fastened Seat Belt.

Due proof of Seat Belt use must be provided as part of the written proof of loss.

"Vehicle" means a private passenger car, station wagon, van, or jeep-type automobile.

"Seat Belt" means those belts that form a restraint system.

Special Education Benefit

If you (the employee) suffer a loss of life in a covered accident under this policy, ACE INA Life Insurance will pay, in addition to all other benefits payable under this policy, a "Special Education Benefit" equal to 5% of your Benefit amount, (subject to a maximum of \$5,000 per year), on behalf of your dependent child who, on the date of the accident, is enrolled as a full-time student in any post-secondary institution or was at the 12th grade level and subsequently enrolls as a full-time student in a post secondary institution within 365 days following the date of the accident.

The "special education benefit" is payable annually for a maximum of four (4) consecutive annual payments but only if your dependent child continues his/her education as a full-time student in an institution of higher learning.

Conversion Privilege

On the date of termination of employment or during the 31 day period following termination of employment, you may convert your insurance to an individual insurance policy of ACE INA Life Insurance. The individual policy will be effective either as of the date that the application is received by ACE INA Life

Insurance or on the date that coverage under the group policy ceases, whichever occurs later. The premium will be the same, as a person would ordinarily pay when applying for an individual policy at that time. The amount of insurance benefit converted will not exceed that amount of issued during employment.

Waiver of Premium

If you are under age 65, and become totally disabled while the policy is in force and you provide satisfactory evidence of total disability to ACE INA Life Insurance on an annual basis, ACE INA Life Insurance will then waive the payment of such premium which falls due, subject to all the terms and conditions of the policy except with respect to non-payment of premium or termination of the master policy, waiver of any premium will continue until you reach age 65. If you cease to be disabled and return to employment with a member company of **Canadian Nursery Landscape Association** and are a member of an eligible class, your insurance may be continued upon resumption of premium payments. "Total Disability" as used herein shall be in accordance with the Waiver of Premium provision outlined in the Group Life Insurance policy, issued to **Canadian Nursery Landscape Association**.

In-Hospital Confinement Monthly Income

In the event you sustain an injury which results in a payment being made under the Schedule of Losses of this policy, excluding the Loss of Life Benefit and the Insured Person is hospital confined as an in-patient and is under the care of a legally qualified and registered physician or surgeon other than himself, the Company will pay for each full month, one percent (1%) of the Insured Person's Principal Sum, subject to a maximum benefit of \$2,500, or one-thirtieth of such monthly benefit for each day of partial month, retroactive to the 1st full day of such confinement but not to exceed 365 days in the aggregate for each period of hospital confinement.

"Hospital" as used herein means a legally constituted establishment which meets all of the following requirements: (1) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; (2) provides 24 hour a day nursing service by registered or graduate nurses; (3) has a staff of one or more licensed physicians available at all times; (4) provides organized facilities for diagnosis and surgical facilities; and (5) is not primarily a clinic, nursing home or convalescent home or similar establishment nor, other than incidentally, a place for alcoholics or drug addicts.

"In-Patient" means a person admitted to a hospital as a resident or bed-patient and who is provided at least one day's room and board by the hospital.

Extended Family Benefit

If an Insured Employee, who had insured his family members, suffers loss of life in a covered accident, coverage may be extended for the spouse and dependent children for a maximum of six (6) months if premiums are paid.

Identification Benefit

In the event accidental Loss of Life is sustained by the Insured Person not less than one hundred and fifty (150) kilometers from the Insured Person's normal place of residence and identification of the body by a Member of the Immediate family has been requested by the police or a similar governmental authority, the Company will reimburse the reasonable expenses actually incurred by such member for:

- a) transportation by the most direct route to the city or town where the body is located; and
- b) hotel accommodation in such city or town, subject to a maximum duration of three (3) days.

The reimbursement of such expenses incurred is subject to the accidental loss of life indemnity being subsequently payable in accordance with the terms of this policy following the identification of the body as the Insured Person. The maximum amount payable will not exceed \$15,000 for all such expenses.

Payment will not be made for board or other ordinary living, travelling or clothing expenses, and transportation must occur in a vehicle or device operated under a license for the conveyance of passengers for hire.

Benefits payable under this section will be limited to only one (1) policy in the event this benefit is contained in two (2) or more policies issued to the Policyholder by the Company.

Bereavement Benefit

When injuries covered by this policy result in loss of life of an Insured Person within 365 days from the date of the accident, the Company will pay the reasonable and necessary expenses actually incurred by the Spouse and Dependent Children of the Insured Person for up to six (6) sessions of grief counseling, by a Professional Counsellor, subject to a maximum of \$1,000.

"Professional Counsellor" means the treatment or counselling by a therapist or counsellor who is licensed, registered or certified to provide such treatment.

Cosmetic Disfigurement Benefit

If, an Insured Person suffers a third degree burn in a non-occupational accident, the Company will pay a percentage of the Principal Sum depending on the area of the body which was burned according to the following table:

Body Part	(A) Area Classification	(B) Maximum allowable % for Area Burned	(C) Maximum % of Principal Sum Payable
Face, Neck, Head	11	9%	99%
Hand & Forearm	5	4.5%	22.5%
Either Upper Arm	3	4.5%	13.5%
Torso (Front or Back)	2	18%	36%
Either Thigh	1	9%	9%
Either Lower Leg (below knee)	3	9%	27%

The maximum percent of Principal Sum Payable (C) is determined by multiplying the Area Classification (A) by the Maximum Allowable percent for Area Burned (B). In the event of a 50% surface burn, the Maximum Allowable percent for Area Burned (B) is reduced by 50%. This table only represents the maximum percent of the Principal Sum payable for any one accident. If the Insured suffers burns in more than one area as a result of any one accident, benefits will not exceed a maximum of \$25,000.

**Common Disaster Benefit
(Only Applicable in the case of Family Coverage)**

If as a result of a "common accident" you and your spouse should both lose your lives within one (1) year of such "common accident", your spouse's loss of life benefit shall be increased to equal 100% of your (employee) benefit amount.

The benefit will be payable to and equally divided among your "surviving children", or, in the case of any "surviving child" who is a minor or otherwise not competent to give valid release, ACE INA Life Insurance may pay such benefit to the guardian, trustee or other person deemed by ACE INA Life Insurance to be equitably entitled to receive such benefit. Any payment made by ACE INA Life Insurance in good faith pursuant to this provision shall fully discharge ACE INA Life Insurance to the extent of such payment.

"Common accident" means the same accident or separate accidents occurring within the same 24 hour period.

"Surviving Children" means your dependent children as defined in the definition of "eligible dependents" applicable to the policy provided such children survive both you and your spouse by at least 24 hours.

YOU CHOOSE THE AMOUNT AND THE PLAN

Employee Only Plan

You may choose any amount of insurance from \$10,000 to \$250,000 in units of \$10,000 or;

Family Plan

You may prefer to become insured under the Family Plan under which your spouse and dependent children will automatically become insured. The amount of insurance which may be applied to members of your family is expressed as a percentage of the amount which you select for yourself and is based on the composition of the family at the time of loss as follows:

- (a) Spouse & Eligible Dependent Children:
 - Spouse 50% of Employee's Amount
 - Each Child 15% of Employee's Amount
- (b) Spouse & NO Eligible Dependent Children:
 - Spouse 60% of Employee's Amount
- (c) NO Spouse but Eligible Dependent Children:
 - Each Child 20% of Employee's Amount

NOTE: If you are covered under the plan as an employee you cannot also be covered as a spouse or dependent child of another employee. In addition, only one spouse can elect coverage for dependent children.

COST OF THE INSURANCE

The monthly premium rate for the Employee Plan is \$0.033 per \$1,000 of insurance. The Family Plan is \$0.05 per \$1,000 of insurance. Premium is fully paid by you through payroll deduction. Some examples are shown below:

**BENEFIT AND COST TABLE
(plus applicable provincial sales tax)**

Benefit Amount	Employee Plan	Family Plan
\$ 10,000	\$0.33	\$ 0.50
\$ 50,000	\$1.65	\$ 2.50
\$100,000	\$3.30	\$ 5.00
\$150,000	\$4.95	\$ 7.50
\$200,000	\$6.60	\$10.00
\$250,000	\$8.25	\$12.50

EFFECTIVE DATE AND PERIOD OF COVERAGE

Coverage becomes effective on the first day of the month following the receipt of your application by the plan administrator. As long as your premium is paid, you will be protected until: (1) you become 70 years of age, or (2) you cease to be an eligible employee or (3) ACE INA Life Insurance declines to renew the insurance for all those who enroll under the plan.

Exposure and Disappearance

Loss resulting from unavoidable exposure to the elements and arising out of hazards described herein shall be covered to the extent of the benefits afforded you.

If an Insured Person's body has not been found within one year of the disappearance, stranding, sinking or wrecking of the conveyance in which he/she was riding at the time of the accident it shall be presumed, subject to all other conditions of the policy, that he/she suffered a loss of life resulting from bodily injuries sustained in an accident covered under this plan.

EXCLUSIONS

The plan does not cover any loss, which is the result of:

1. intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
2. war or any act of war;
3. flying in an aircraft owned or leased by your employer, yourself or a member of your household, or aircraft being used for any test or experimental purpose, fire fighting, power line inspection, pipeline inspection, aerial photography or exploration;

4. full-time, active duty in the armed forces of any country or international authority;
5. flying as a pilot or crew member in any aircraft or device for aerial navigation.

HOW TO CLAIM

NOTE: In the event of a claim, notice of claim must be given to ACE INA Life Insurance within 30 days from the date of accident and subsequent proof of claim must be submitted to ACE INA Life Insurance within 90 days from the date of the accident.

A claim form can be obtained from the benefits administrator.

This brochure has been prepared in connection with a group plan underwritten by ACE INA Life Insurance. For ease of reference it contains a brief description only and does not mention every provision of the contract issued. Please remember that rights and obligations are determined in accordance with the contract and not this brochure. For exact provisions applicable please consult your Employer.

Underwritten by: **ACE INA Life Insurance**

Effective Date: **August 1, 2006**

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