



**POLICY #9229103**

AXA Assurances Inc. (hereinafter called the "Insurer") agrees with the Policyholder named below (hereinafter called the "Policyholder") to insure eligible persons specified herein (hereinafter individually called the "Insured Person") and promises to pay for loss resulting from Injury; to the extent herein limited and provided.

**Name and Address of Policyholder:**

**Delta Pacific Benefit Brokers Ltd.**  
 300, 6935 - 120 Street  
 Delta, British Columbia V4E 2A8

This policy is issued in consideration of the payment of a minimum retained deposit premium of **five hundred dollars (\$500)**. Throughout the policy term, the Policyholder will report to the Insurer any additional Insured Persons that are to be insured under this policy, payable during the term at the following rates:

- Plan A: \$.14/day per person
- Plan B: \$.07/day per person
- Plan C: \$.03/day per person

for the term beginning **September 1, 2009** and ending **September 1, 2010**.

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" 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 "Description of Hazards", but in no event shall injury mean Sickness or Disease howsoever caused unless caused by an Accident, provided such injury is not sustained by an Insured Person while performing the normal and regular duties which pertain to His Occupation.

"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.

"His Occupation" means each and every occupation or employment assigned by the Policyholder that the Insured Person was engaged in for wage or profit on the date of the Accident.

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

**Eligibility**

For the purposes of this policy Insured Persons shall be considered to be those employees of member clients of the Policyholder under the age of sixty-five (65), whose names are on file with the Insurer.

**Schedule of Benefits**

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

<b>Class</b>	<b>Principal Sum</b>
Plan A	\$50,000
Plan B	\$25,000
Plan C	\$10,000

**Description of Hazards**

The hazards against which insurance is provided under this policy are Injury sustained by an Insured Person for non-occupational coverage while in Canada and employed by member clients 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

- Life ..... The Principal Sum
- The Entire Sight  
of Both Eyes ..... The Principal Sum

Speech and Hearing  
in Both Ears ..... The Principal Sum

One Hand and the  
Entire Sight of One Eye ..... The Principal Sum

One Foot and the  
Entire Sight of One Eye ..... The Principal Sum

The Entire Sight  
of One Eye ..... Three-Fourths of the Principal Sum

Speech ..... Three-Fourths of the Principal Sum

Hearing in  
Both Ears ..... Three-Fourths of the Principal Sum

Hearing in  
One Ear ..... Two-Fifths of the Principal Sum

All Toes of  
One Foot ..... One-Third of the Principal Sum

For Loss or Loss of Use of

Both Hands ..... The Principal Sum

Both Feet ..... The Principal Sum

One Hand and  
One Foot ..... The Principal Sum

One Arm ..... Four-Fifths of the Principal Sum

One Leg ..... Four-Fifths of the Principal Sum

One Hand ..... Three-Fourths of the Principal Sum

One Foot ..... Three-Fourths of the Principal Sum

Thumb and Index Finger  
or at Least Four Fingers  
of One Hand ..... Two-Fifths of the Principal Sum

For Paralysis of

Both Upper and  
Lower Limbs  
(Quadriplegia) ..... One Times the Principal Sum

Both Lower Limbs  
(Paraplegia) ..... One Times the Principal Sum

Upper and Lower Limbs  
of One Side of Body  
(Hemiplegia) ..... One 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 means 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 Principal Sum.

**Daily Hospital Benefit**

A daily Benefit will be payable when an Insured Person is hospitalized and under the care of a Physician, but only if such Period of Hospitalization:

- (a) is necessary for the treatment of Injury, and
- (b) begins while insurance under this policy is in force as to the Insured Person.

Such daily benefit will be paid for each Day of Such Hospitalization, but in no event more than thirty (30) days per Accident. If a particular condition causes more than one Period of Hospitalization due to the same or related causes, then the maximum benefit duration (30 days) will be reinstated provided a period of one hundred and eighty-three (183) days has elapsed between Periods of Hospitalization.

"Daily Benefit" means fifty dollars (\$50) per day with respect to the Insured Person.

"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, hospital will include a facility or part of a facility used for rehabilitative care.

"Period of Hospitalization" means a single, uninterrupted period in Hospital.

"Day of Such Hospitalization" means a necessary Period of Hospitalization as an inpatient under a Physician's care for which a full day's room and board or subsistence charge could be made according to the procedures of that Hospital.

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

- (1) a recognized medical licensing organization, in the locale where the treatment was rendered, provided he is a member in good standing of such licensing body, or
- (2) a governmental agency having jurisdiction over such licensing, in the locale where the treatment was rendered.

"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.

#### 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 ten thousand dollars (\$ 10,000) for all such expenses.

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

#### 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.
- (c) 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, leased or chartered 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

The Limit of Indemnity for which the Insurer shall be liable for all losses arising out of any one (1) Accident is eight hundred thousand dollars (\$800,000). 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 shall 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 sections:

Specific Loss Accident Indemnity

### 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 Term Premium due date if the Policyholder fails to pay the required premium for the Insured Person; or
- (3) on the date the Insured Person ceases to be associated with the Policyholder in a capacity making such person eligible for insurance hereunder.

### Beneficiary

Indemnity payable in the event of the Loss of Life of an Insured Person is payable to the Estate of the Insured Person. All other indemnities payable are payable to the Insured Person.

### Territorial Limits

Canada

### Exclusions

This policy does not cover any loss, fatal or non-fatal, caused or contributed to by:

1. suicide or intentionally self-inflicted Injury;
2. war, whether declared or not;
3. participation in a riot, insurrection, civil commotion or disturbance;
4. any use of non-medicinal drugs or alcohol while operating a motorized vehicle;
5. active full-time, part-time or temporary service in the armed forces of any country;
6. riding as a passenger or otherwise in any vehicle or device for aerial navigation, other than as provided in the section entitled "Aircraft Coverage";
7. medical treatment or surgery, except if the medical treatment or surgery was needed because of an Accident.

### General Provisions

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 causing 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 700, Montréal (Québec), 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 to be notice to the Insurer. Failure to give 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 notice was given as soon as was reasonably possible, but in no event later than one (1) year after the date of the Accident.

The Insurer, upon receipt of such notice, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not so furnished within fifteen (15) days after the 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.

Written proof of loss must be furnished to the Insurer within ninety (90) days after the date of such loss. Failure to furnish such proof within such time will not invalidate nor reduce any claim, if it is shown not to have been reasonably possible to furnish such proof during such time and that such proof was furnished as soon as was reasonably possible, but in no event later than one (1) year after the date of the Accident.

The Insurer will have the right and opportunity to examine the person of the Insured Person when and so often as it may reasonably require during the pendency of claim hereunder, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.

All indemnities provided in this policy for loss will be paid immediately after receipt of due proof.

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

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.

Legal action will not be taken to recover benefits under this policy until sixty (60) days after proof of

loss has been submitted 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.

If any time limitation specified in this policy for giving notice of claim, or submitting proof of loss, or undertaking legal action is less than that permitted by law of the province in which the claimant is residing at the time of loss, then the time limitation will not be less than that provided for by provincial law.

This policy may be cancelled by the Policyholder by mailing to the Insurer written notice stating when thereafter such cancellation will be effective. This policy may be cancelled by the Insurer 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 the Schedule, 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.

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, AXA Assurances Inc. has caused this policy to be signed by its President and Chief Executive Officer and Chairman of the Board; but the same will not be binding upon the Insurer unless countersigned by its duly authorized Policy Writer.



**Jean-Denis Talon**  
Chairman of the Board



**Jean-François Blais**  
President and  
Chief Executive Officer

Countersigned by \_\_\_\_\_

Policy Writer

Date \_\_\_\_\_