



ACE INA Life Insurance

(Hereinafter called the Company)

GROUP POLICY NUMBER: SG10397201

- 1. Policyholder:** **Canadian Rugby Union**
(Hereinafter called the Policyholder)

- 2. Policy Effective Date:** **April 30, 2010 to April 30, 2011**
(From: 12:01 a.m. Standard time at the Policyholder's Address)

- 3. Premium:** This policy is issued in consideration of the payment of the premium as provided in Schedule IV. All premiums are payable solely by the Policyholder on or before the date they become due.

- 4. Scope of the Insurance:** Subject to all of the Exclusions, Provisions and other terms of this policy, the Company hereby insures the persons described in Schedule I, each herein called the Insured or the Insured Person, against loss resulting directly and independently of all other causes from bodily injuries caused by an accident which arise out of the hazards described in Schedule VI and are sustained by the Insured during the term of this policy, herein called such injuries, to the extent hereinafter provided under Part II - Description of Coverage.

IN WITNESS WHEREOF, ACE INA Life Insurance has caused this policy to be signed by its President in the City of Toronto, Ontario, but said policy shall not be binding upon the Company unless countersigned by a duly authorized representative of the Company.

Countersigned

Handwritten signature of Terri Mitchell in black ink.

Terri Mitchell
Executive Vice President & Chief
Operations Officer

Handwritten signature of David Brosnan in black ink.

David Brosnan
President & Chief Executive Officer



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Forms attached to and forming part of this policy on its date of issue are:

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SCHEDULE I - INSURED PERSONS

The insurance under this policy applies only to the group of Insured Persons who fit the description of one of the Classes listed below. Their coverage will begin on the effective date of this policy if they were then eligible. All persons who become eligible at any time after the policy effective date will be covered as soon as they are eligible. A person's coverage will end on the earlier of, the date he or she is no longer in an eligible class, on the date that this policy is cancelled, or on the date he or she attains 77 years of age.

Class	Description of Class
1	All active members, employees, officers, directors, officials, referees, players, coaches, managers, volunteers & auxiliary workers.
2	Active Winter Training members
3	All active players registered for a maximum of 2 weeks. Membership available twice per year.
4.	Student members.
5.	All active members of the National team whose names are on file with the policyholder.
6.	Social & members for life



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SCHEDULE II - AFFILIATED CORPORATIONS

Employees who are in the classes of eligible persons set forth in the policy, employed by one of the following corporations shall be considered employees of the Policyholder:

N/A

NEWLY ACQUIRED CORPORATIONS

It is understood and agreed that, whereas the premium for this policy applies to the corporations listed above, eligible employees of corporations newly acquired through stock purchase, exchange of stock or otherwise, shall be insured under this policy only under the following conditions:

- (1) The Policyholder shall pay an appropriate additional premium and shall report to the Company, the name of any such newly acquired corporation together with the underwriting information necessary for the Company to determine such additional premium.
- (2) Insurance shall commence on the date of acquisition, but no coverage shall continue for more than sixty (60) days thereafter unless the required report has been made and an additional premium agreed upon and paid. In any event, the Policyholder shall be liable for payment of premium for the period such coverage remains in effect.



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SCHEDULE III - BENEFITS

Benefit amounts for each Class of Insured Persons are shown below. The amount specified shall apply to each Insured Person per accident, subject to all terms of the policy having reference thereto. If no benefit amount is shown, then the Class is not covered for that benefit.

- Coverage A: **Accidental Death and Dismemberment Benefit**
Principal Sum Amount: Flat \$25,000
Paralysis Benefit Flat \$100,000 (Minor Members)
Paralysis Benefit Flat \$250,000 (All others & National Team)
- Coverage B: **Repatriation Benefit**
Maximum Amount: \$15,000
- Coverage C: **Rehabilitation Benefit**
Maximum Amount: \$15,000
- Coverage D: **Home Alteration & Vehicle Modification Benefit**
Maximum Amount: 10% to a maximum of \$50,000
- Coverage E: **In-Hospital Confinement Monthly Income Benefit**
Maximum Amount: 1% to a maximum of \$2,500 per month
- Coverage F: **Comatose Benefit**

Optional Buy Ups

Accidental Medical Reimbursement

Cost Per Member: Minors: \$3.50
All others and National Team: \$7.00

Paralysis (Quadriplegia, Paraplegia & Hemiplegia)

Minors: \$100,000 to \$500,000 - \$48.00 per member Additional Premium
All Others and National Team: \$250,000 to \$500,000 - \$30.00 per member Additional Premium

Aggregate Limit of Liability \$2,500,000 per any one accident.



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SCHEDULE IV - PREMIUMS

The premium for this policy shall be computed on the following basis:

At an annual premium of \$225,250.00 for the first policy term.



HAZARD A
AD&D COVERAGE
DESCRIPTION OF HAZARDS

All Classes (Sanctioned Events and Practices)

ACE INA Life Insurance will pay the benefits described in the policy for any accident which happens while an Insured person is participating in sanctioned events and practices in the sport of rugby approved by and under the supervision of proper authority of the team, club, organization or Rugby Canada.

Coverage includes direct travel to and from the event or practice site, and while at the event, but shall exclude every day usual commutation.

With respect to air travel, the insurance afforded shall apply to loss caused by or resulting from travel or flight in any aircraft, or any other device for aerial navigation, including boarding or alighting there from, except:

- (a) while being used for any test or experimental purpose; or
- (b) while the insured person is operating, learning to operate or serving as a member of the crew thereof; or
- (c) while being operated by or for or under the direction of any military authority, other than transport type aircraft operated by the Canadian Armed Forces Air Transport Command or the similar air transport service of any other country; or
- (d) any such aircraft or device which is owned or leased by or on behalf of the policyholder or any subsidiary or affiliate of such policyholder, or by an insured person or any member of his/her household; or
- (e) while being used for fire fighting, pipeline inspection, power line inspection, aerial photography or exploration.

EXPOSURE AND DISAPPEARANCE

Loss resulting from unavoidable exposure to the elements and arising out of hazards described above shall be covered to the extent of the benefits afforded an insured person.

If the body of an insured person has not been found within one year of the disappearance, stranding, sinking or wrecking of the conveyance in which they were riding at the time of the accident, it shall be presumed, subject to all other conditions of the policy, that they suffered loss of life resulting from bodily injuries sustained in the accident.



PART II - DESCRIPTION OF COVERAGE

Coverage A - Loss of Life, Limb, Speech, Hearing, Sight Indemnity Loss of Use and Paralysis

If such injuries shall result in any one of the following specific losses within one year from the date of accident, ACE INA Life Insurance will pay the benefit specified as applicable thereto, based upon the Principal Sum, however, not more than one (the largest) of such benefits shall be paid with respect to all injuries resulting from one accident.

Schedule of Losses

Loss of Life	The Principal Sum
Loss of Both Hands or Both Feet.....	The Principal Sum
Loss of Entire Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot.....	The Principal Sum
Loss of One Hand and Entire Sight of One Eye	The Principal Sum
Loss of One Foot or One Foot and Entire Sight of One Eye	The Principal Sum
Loss of Speech and Hearing in Both Ears.....	The Principal Sum
Loss of One Arm or One Leg.....	The Principal Sum
Loss of One Hand or One Foot.....	Three-Quarters of The Principal Sum
Loss of Entire Sight of One Eye.....	The Principal Sum
Loss of Speech or Hearing in Both Ears.....	Three-Quarters of The Principal Sum
Loss of Thumb and Index Finger of Same Hand.....	One-Third of The Principal Sum
Loss of Hearing in One Ear	Two-Third of The Principal Sum
Loss of Four Fingers of Same Hand.....	One-Third of The Principal Sum
Loss of All Toes of Same Foot	One-Quarter of The Principal Sum
Loss of Use of Both Arms or Both Hands.....	The Principal Sum
Loss of Use of One Hand or One Foot.....	Three Quarters of The Principal Sum
Loss of Use of One Arm or One Leg	Four-Fifths of The Principal Sum

Brain Death..... The Principal Sum

For Paralysis of (Applicable to Minor Members)

Both Upper and Lower Limbs (Quadriplegia)	\$100,000
Both Lower Limbs (Paraplegia)	\$100,000
Upper and Lower Limbs of One Side of the Body (Hemiplegia)	\$100,000

For Paralysis of (Applicable to All Others & National Team)

Both Upper and Lower Limbs (Quadriplegia)	\$250,000
Both Lower Limbs (Paraplegia)	\$250,000
Upper and Lower Limbs of One Side of the Body (Hemiplegia)	\$250,000

“Loss” means 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 the “Loss of Thumb and Index Finger of the 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.



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

body), means the complete and irrecoverable paralysis of such limbs, provided such loss of function is continuous for one hundred and eighty consecutive days and such loss of function is hereafter determined on evidence satisfactory to ACE INA Life Insurance to be permanent.

"Loss of Use" means the total and irrecoverable loss of function of an arm, hand or leg, provided such loss of function is continuous for 12 consecutive months and such loss of function is thereafter determined on evidence satisfactory to ACE INA Life Insurance 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. This benefit is not payable in the event the insured person is diagnosed as Comatose and the Company determines the benefit is payable under the Comatose Benefit category.

Coverage B - Repatriation Benefit

When injuries covered by this policy result in loss of life of an Insured Person outside 150 km from their city of permanent residence or outside Canada and within 365 days from the date of the accident, the Company 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 the maximum amount shown in Schedule III – Benefits.

Coverage C - Rehabilitation Benefit

When injuries shall result in a payment being made by the Company under any benefit EXCLUDING the Loss of Life benefit provided by the policy, the Company will pay in addition:

the reasonable and necessary expenses actually incurred up to the maximum amount shown in Schedule III – Benefits, for special training of the Insured Employee, provided:

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

Coverage D - Home Alteration and Vehicle Modification Benefit

In the event an Insured Person sustains an injury which results in a payment being made under Schedule III - Coverage A of this policy, excluding the Loss of Life Benefit, and such injury subsequently requires the use of a wheelchair to be ambulatory, the Company 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 operable 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

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- (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 payable under both Items 1 and 2 combined will not exceed the maximum amount shown in Schedule III – Benefits.

Coverage E - In-Hospital Confinement Monthly Income

If, as a result of an accident, 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, 1% of the Insured Employee'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 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 who is provided at least one day's room and board by the hospital.

Coverage F - Comatose Benefit

If, as a direct result of a covered accident, an Insured Person becomes comatose, he will receive his Principal Sum amount, as shown in Schedule III – Benefits, reduced by any amount which is payable under the policy for a specified loss as a result of the same accident, provided all of the following conditions are met:

- a) the Insured Person becomes comatose within 365 days after the date of the accident,
- b) the Insured Person has been comatose for 31 consecutive days.

Comatose means being in a state of total unconsciousness with no reaction to external stimuli or internal needs, persisting continuously with the use of life support systems, resulting in a neurological deficit which, in the opinion of the Company, is of a permanent nature.

Accident Medical Reimbursement Expense (Applicable for Optional Buy Ups only)

If as a result of injury, and within thirty (30) days from the date of the accident causing such injury, an Insured Person who is insured under a Canadian provincial or territorial government health insurance plan obtains medical treatment in Canada from a Physician as a consequence of such injury and incurs expenses for any of the following para-medical services recommended by a Physician, the Company shall reimburse the Insured Person for the following reasonable and necessary expenses:

- a) fees for private duty nursing by a licensed graduate nurse (R.N.), who does not ordinarily reside in the Insured Person's home and who is not a member of the Insured's Person's Immediate Family. This benefit is payable up to fifty dollars (\$50.00) per hour to a maximum of five thousand dollars (\$5,000) per Insured Person for all injuries resulting from any one (1) accident
- b) transportation costs, when such service is provided by a professional ambulance service, to the nearest approved Hospital which is equipped to provide the required and recommended necessary treatment. This benefit is payable up to a maximum of five thousand dollars (\$5,000) for ground ambulance, or twenty five thousand (\$25,000) for air ambulance, per Insured Person for all injuries resulting from any (1) accident.
- c) Hospital charges for the difference between the public ward allowance under the Insured Person's



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provincial or territorial government health insurance plan and the accommodation charge for a semi-private hospital room. This benefit is payable up to a maximum of five thousand dollars (\$5,000) per Insured Person for all injuries resulting from any one (1) accident.

- d) Fees for rental of a wheelchair, iron lung or other durable equipment, not to exceed the purchase price prevailing at the time rental became necessary.
- e) Cost of prescription drugs and medicines prescribed by a physician or surgeon (except in the Province of Quebec)
- f) Expenses for hearing aids, crutches, splints, casts, trusses and braces (excluding replacement thereof)

Reimbursement shall only be made provided that expenses are:

- a) Incurred in Canada
- b) Incurred within fifty-two (52) weeks of the date of the accident causing injury
- c) Incurred only for therapeutic and not elective treatment; and
- d) Supported by an original receipts submitted to the Company as proof of claim.

This benefit is in excess of any similar benefit provided under any other insurance, policy or plan, including but not limited to a policy of automobile insurance and any federal or provincial hospital, medical or drug plan.

The maximum amount payable for this benefit is twenty-five thousand dollars (\$25,000) per Insured Person for all injuries resulting from any one (1) accident.



PART III - EXCLUSIONS

This policy does not cover loss caused by or resulting from any one or more of the following:

- A. Intentionally self-inflicted injuries, suicide or any attempt thereof, while sane or insane;
- B. Declared or undeclared war or any act thereof;
- C. Accident occurring while the Insured Person is serving on full-time active duty in the Armed Forces of any country or international authority (any premium paid to be returned by the Company pro-rata for any such period of full-time active duty);
- D. Travel or flight in any vehicle or device for aerial navigation; except to the extent such travel or flight is provided in Schedule VI-A



PART IV - POLICY CONDITIONS

THE CONTRACT

This policy, including the endorsements, insertions or riders, if any, and the application for the contract if attached to the policy, constitutes the entire contract and no agent has authority to change the contract or waive any of its provisions.

WAIVER

The Company 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 Company.

TERMINATION BY POLICYHOLDER

The Policyholder may terminate the contract at any time by giving written notice of termination to the Company by registered mail to its head office or chief agency in the province or by delivery thereof to an authorized agent of the Company in the province and the Company shall, upon surrender of this policy, refund the amount of premium paid in excess of the short rate premium for the expired time according to the table in use by the Company at the time of termination.

TERMINATION BY COMPANY

The Company may terminate the contract at any time by giving written notice of termination at least 30 days prior to such termination and by refunding concurrently with the giving of notice the amount of premium paid in excess of the pro rata premium for the expired time.

NOTICE AND PROOF OF CLAIM

The Policyholder or his agent, or a beneficiary entitled to make a claim or his agent, shall

- (a) give written notice of claim to the Company not later than thirty days from the date of the accident or the beginning of the disability
 - (i) by delivery thereof, or by sending it by registered mail, to the head office or chief agency of the Company in the province, or
 - (ii) by delivery thereof to an authorized agent of the Company in the province,
- (b) within ninety days from the date of the accident for which the claim is made, furnish to the Company such proof of claim as is reasonably possible in the circumstances of the happening of the accident and the loss occasioned thereby, and
- (c) if so required by the Company, furnish a certificate as to the cause and nature of the accident for which the claim is made and as to the duration of the disability caused thereby, from a medical practitioner legally qualified to practice in the province.

FAILURE TO GIVE NOTICE OR PROOF

Failure to give notice of claim or furnish proof of claim within the time prescribed in this policy condition will not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible and in no event later than one year from the date of the accident or the beginning of the disability and if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

COMPANY TO FURNISH FORMS FOR PROOF OF CLAIM

The Company shall furnish forms for proof of claim within fifteen days after receiving notice of claim but



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where the claimant has not received the forms within that time he/she may submit proof of claim in the

form of a written statement of the happening and character of the accident giving rise to the claim and of the extent of the loss.

RIGHT TO EXAMINATION

The Company has the right, and the claimant shall afford to the Company an opportunity, to examine the person of the Person Insured when and as often as it may reasonably require while the claim hereunder is pending, and also, in the case of the death of the person, to make an autopsy subject to any law of the province relating to autopsies.

WHEN MONIES PAYABLE OTHER THAN FOR LOSS OF TIME

All monies payable under this contract other than benefits for loss of time shall be paid by the Company within sixty days after it has received proof of claim.

WHEN LOSS OF TIME BENEFITS PAYABLE

The initial benefits for loss of time shall be paid by the Company within thirty days after it has received proof of claim, and payments shall be made thereafter within each succeeding sixty-day period while the Company remains liable for the payments if the Policyholder, whenever required to do so, furnishes prior to payment proof of continuing disability.

LIMITATION OF ACTIONS

An action or proceeding against the Company for the recovery of a claim under this contract shall not be instituted after one year from the date on which the cause of action arose.

PAYMENT OF CLAIMS

Indemnity for accidental loss of life will be payable to the beneficiary of record in a lump sum or, if the Insured Person has made prior written election, the amount due, or such portion thereof as may have been requested by the Insured Person in lieu of a lump sum payment, will be paid in accordance with the settlement option selected by the Insured Person from among those then being offered by the Company.

If the Insured Person has not elected any such mode of settlement, the beneficiary, after the death of the Insured Person, may elect in writing that all or any part of the amount payable be paid in accordance with an available payment plan, or in any other manner agreed upon with the Company.

Any lump sum payment will be made immediately upon receipt at head office of the required proofs of claim. Where installment payments are elected, the first installment will be paid immediately upon receipt of such proofs.

If, at the death of the Insured Person, there is no surviving beneficiary, the accidental loss of life indemnity shall be payable in one sum to the Estate of the Insured Person.

All other indemnities will be payable to the Insured Person.

DESIGNATION OR CHANGE OF BENEFICIARY; ASSIGNMENT

The right of designation or change of beneficiary is reserved to the Insured Person and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of the insurance coverage with respect to which the beneficiary designation has been made or to any change of beneficiary or beneficiaries, or to any other change in said coverage or in the policy.

No designation or change of beneficiary under the policy shall be binding upon the Company until the



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original or a duplicate thereof is received by the designated custodian of beneficiary records. No assignment of interest shall be binding upon the Company until the original or a copy thereof is received by the Company. The Company assumes no responsibility for the validity of such designation or change

of beneficiary or assignment.

GRACE PERIOD

A grace period of 31 days will be granted for the payment of premiums accruing after the first premium, during which grace period the policy shall continue in force, but the Policyholder shall be liable to the Company for the payment of the premium accruing for the period the policy continues in force.

ADDITION OF NEW MEMBERS

All persons added to the groups or classes described during the term of the policy shall be automatically insured.

EXAMINATION AND AUDIT

The Company shall be permitted to examine the Policyholder's records relating to this policy at any reasonable time and place during the policy term and after expiration of the policy until final adjustment and settlement of all claims and other matters hereunder.

NOT IN LIEU OF WORKERS' COMPENSATION

This policy is not in lieu of and does not affect any requirement for coverage by workers' compensation insurance.

GOVERNMENT HOSPITAL PLANS

No payment shall be made for services rendered by a hospital, except for reimbursement of charges which are in excess of benefits payable for hospital services under any government laws of Canada or any Province.

CURRENCY

All monies payable under this contract shall be paid in Canadian dollars, unless otherwise stated.

CONFORMITY WITH PROVINCIAL STATUTES

Any provision of this policy or any condition of this policy which, on its effective date, is in conflict with the statutes of the province in which the policy is delivered is hereby amended to conform to the minimum requirements of such province.

CLERICAL ERROR

The insurance of individual persons shall not be prejudiced by the failure on the part of the Policyholder to transmit reports, pay premium or comply with any of the provisions of this policy when such failure is due to error or clerical mistake.