



**ACE INA Insurance
(Hereinafter called the "Company")**

Group Policy Number: ME10397301

- 1. Policyholder:** Rugby Canada – General Members
(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. All premiums are payable solely by the Policyholder on or before the date they become due.

IN WITNESS WHEREOF, ACE INA Insurance has caused this group 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

Terri Mitchell
Executive Vice President & Chief
Operations Officer

David Brosnan
President & Chief Executive Officer



Coverage for
Business Travel Outside of Canada
Benefit Provisions

1. Definitions

The following words shall have the following meanings with respect to coverage for *Business Travel Outside of Canada*:

“Accident” means a sudden, unforeseen, fortuitous event.

“Anniversary Date” means the date on which this Policy may renew. The initial “Anniversary Date” will be 12 months after the Policy Effective Date and subsequent “Anniversary Dates” shall occur each 12 months thereafter.

“Business Trip Outside of Canada” means travel taken by an Employee for the business purposes of his or her Employer, which trip is taken by the Employee on behalf of his or her Employer and at the request or direction of his or her Employer.

“Dependent Child” or “Dependent Children” means the Employee’s eligible unmarried natural, legitimate, illegitimate, adopted, step child or common law child who is principally dependent on the Employee or the Employee’s Spouse for financial support.

“Emergency” means medical treatment or surgery for an unforeseen Sickness or Injury of the Insured Person which makes it necessary to receive immediate treatment from a Physician for the immediate relief of an acute symptom, which upon the advice of a Physician cannot be delayed until the Insured Person returns to his/her province or territory of residence.

“Employer” means the Policyholder and any other company listed on the application.

“Employee” means:

- (a) any person who is directly employed and compensated for services by the Employer; and
- (b) for the purposes of this Policy and for no other purpose, “Employee” when used in this Policy shall also include a director, officer or representative of an Employer or independent contractor that provides services to an Employer, who undertakes a Business Trip Outside of Canada on behalf of the Employer provided such person’s name is on the Policyholder’s list of eligible persons at the time of such person’s departure from Canada and provided further that such person meets the eligibility criteria set out in Section 3 of this Policy, on his or her date of departure from Canada.

“Government Health Insurance Plan” means the health insurance coverage that Canadian provincial or territorial governments provide for their residents.

“Hospital” means a legally constituted establishment which meets all of the following requirements:

- a) operates primarily for the reception, care and treatment of sick, ailing or injured persons as In-Patients;
- b) provides 24 hour a day nursing service by registered or graduate nurses;
- c) has a staff of one or more licensed Physicians available at all times;
- d) provides organized facilities for diagnosis and surgical facilities; and
- e) is not primarily a clinic, nursing home or convalescent home or similar establishment nor, other than incidentally, a place for alcoholics or drug addicts.



“Immediate Family” includes the Insured’s Spouse, parent or stepparent, child or stepchild, brother or sister, stepbrother or stepsister, brother-in-law or sister-in-law, mother-in-law or father-in-law, and son-in-law or daughter-in-law.

“Injury” means bodily injury resulting directly and independently of all other causes from an Accident, which is caused by external, violent, and visible means and sustained while an Insured Person is covered under this Policy. Injury must result within 365 days after the date of the Accident.

“In-Patient” means a person admitted to a Hospital as a resident or bed-patient who is provided at least one day of room and board by the Hospital.

“Insured” or “Insured Person” means any Employee qualifying for any eligible class as defined herein.

“Medically Necessary” means the services or supplies provided by a Hospital or Physician or other licensed provider that are required to identify or treat an Insured Person’s Sickness or Injury and that are defined as follows:

- a) Consistent with the symptom or diagnosis and treatment of the Insured Person’s Sickness or Injury;
- b) Appropriate with regard to standards of good medical practices;
- c) Not solely for the convenience of the Insured Person or a Physician or other licensed provider; and
- d) When applied to the care of a Hospital In-Patient, it further means that the Insured Person’s medical symptoms or conditions require that the services cannot be safely provided as a Hospital outpatient.

“Physician” means a Doctor of Medicine (M.D.) duly licensed to practice medicine in his or her country of residence and recognized by the relevant College of Physicians and Surgeons in the location in which the treatment is rendered, who is not the Insured Person and who is not a member of the Insured Person’s Immediate Family.

“Policy” means this group policy.

“Policy Effective Date” means the date this Policy commences as set out on page 1 of this Policy.

“Policy Period” means the period which commences on the Policy Effective Date and which ends on the day immediately before the anniversary of the Policy Effective Date, at 11:59 p.m.

“Premium Due Date” for the initial premium due is the Policy Effective Date. The Premium Due Date for subsequent annual premiums will fall each year on the same month and day as the Policy Effective Date.

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

“Reasonable and Customary” means the amount usually charged for treatment, services or supplies to provide an appropriate level of care given the severity of the Sickness or Injury being treated, in the geographical location where the treatment, services or supplies are being provided.

“Seat Belt” means those belts that form a restraint system.

“Sickness” means any illness, disease or physical condition for which symptoms are first manifested while the Insured Person is on a Business Trip Outside of Canada.

“Sojourn” means a period of travel outside of Canada that occurs prior to the Insured Person’s return to Canada that is not undertaken for business purposes at the direction or request of the Insured’s Employer.



"Spouse" means a person of the same or opposite sex who:

- a) is legally married to the Employee and cohabitates with the Employee, or if there is no such person;
- b) a person who cohabitates with the Employee and has been publicly represented as their domestic partner for a period of at least one year in the community in which they reside and continues to be represented as such.

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

2. Determination and Payment of Premium

The premium for coverage for *Business Travel Outside of Canada* shall be computed on the following basis:

At an annual premium of \$30,000.00 for the first Policy Period.

If all the required premium is not paid coverage for *Business Travel Outside of Canada* does not come into effect for any Insured Person.

3. Eligibility

All insured's who are Canadian residents*, traveling outside of Canada, on behalf of the policyholder. Benefit terminates upon the attainment of age 70.

Coverage commences when the insured person leaves their residence or usual place of employment and continues until they return to their residence or usual place of employment whichever is first. All travel must be at the request of the policyholder.

Class 1 – All active members, employees, officers, directors, officials, referees, players, coaches, managers, volunteers & auxiliary workers

Class 2 – Active Winter Training members

Class 3 – All Active players registered for a maximum of 2 weeks. Membership available twice per year

Class 4 – Student members

Class 5 – All active members of the National team whose names are on file with the policy holder

Class 6 – Social & members for life

4. Scope of Coverage for Business Travel Outside of Canada

Subject to all the limitations, exclusions and terms and conditions set out in this Policy, the Company will pay for Reasonable and Customary medical expenses actually incurred by an Insured Person for those services described below in *Section 8 - Covered Expenses* which are Medically Necessary and required by the Insured Person while outside of Canada, as a result of an Emergency and as a result of Injury or Sickness that occurs on a Business Trip Outside of Canada.

The Company will only pay for expenses in excess of those covered under the Insured Person's Government Health Insurance Plan.

The Company will pay benefits under this Policy only up to a maximum of \$1,000,000.00 per Insured Person per Business Trip Outside of Canada.

Coverage is not provided while the Insured Person:

- (a) is commuting between the Insured Person's home and place of employment; or
- (b) for a Sojourn in excess of 3 days in total per Business Trip Outside of Canada.



5. When Individual Insurance Commences

Coverage under this Policy for *Business Travel Outside of Canada* commences for an Insured Person when such Insured Person leaves his or her residence or usual place of employment on a Business Trip Outside of Canada.

6. When Individual Insurance Terminates

Subject to any automatic extension of coverage, as set out in Section 7, coverage under this Policy terminates with respect to *Business Travel Outside of Canada* for an Insured Person on the first to occur of the following events:

- (a) Midnight on the 90th consecutive day after the Insured Person's departure from Canada on a Business Trip Outside of Canada;
- (b) Midnight on the day that is the 180th day, within the Policy Period, of any one or more Business Trips Outside of Canada for such Insured Person;
- (c) the date the Insured Person returns to Canada;
- (d) the date the Insured Person ceases to be eligible to be an Insured Person under the terms of this Policy; and
- (e) the date this Policy terminates or expires.

7. Automatic Extension of Coverage After Individual Insurance Terminates

If an Insured Person is confined to Hospital while on a Business Trip Outside of Canada as a result of Injury first sustained, or Sickness first manifested, while on such Business Trip Outside of Canada, at the time that coverage would normally terminate for them, as determined under Section 6 and if the Insured Person is prevented from returning to his or her province or territory of residence, as a result of such confinement and Injury or Sickness, coverage under this Policy will remain in force for such Insured Person but only until the first to occur of:

- (a) 24 hours after the end of the Insured Person's confinement to Hospital;
- (b) 12 consecutive months after the Insured Person left Canada on the Business Trip Outside of Canada; and
- (c) The Insured Person's actual return to Canada.

8. Covered Expenses

The following are the expenses that are covered under this Policy for *Business Travel Outside of Canada*. In all cases, the Company shall never pay more than \$1,000,000 per Insured Person per Business Trip Outside of Canada, in total for any such expenses. Further, the Company shall only pay for the portion of expenses that are not covered by the Government Health Insurance Plan of the Insured Person.

(a) Hospital Confinement

Subject to all the limitations and conditions of this Policy, including those particular to coverage for *Business Travel Outside of Canada*, the Company will pay benefits hereunder in the event of Injury or Sickness to an Insured Person which results in Emergency confinement as a resident In-Patient in a Hospital outside of Canada. The Company shall cover only Reasonable and Customary charges made by the Hospital for services and supplies provided to the Insured Person to the extent that such are Medically Necessary, including semi-private accommodation and only if such expenses are incurred while this coverage for *Business Travel Outside of Canada* and *this Policy* are in effect for such person.



(b) Emergency Medical and Therapeutic Services

Subject to all the limitations and conditions of this Policy, including those particular to coverage for *Business Travel Outside of Canada*, the Company will pay benefits hereunder in the event an Insured Person requires Emergency medical or therapeutic services outside of Canada to treat an Injury or Sickness to the extent that such are Medically Necessary and only if such expenses are incurred while coverage for *Business Travel Outside of Canada* and this Policy, are in effect for such person. Benefits are payable to reimburse Reasonable and Customary expenses for:

- 1) the services of a legally qualified Physician or surgeon;
- 2) laboratory tests and X-ray examination by a legally qualified Physician for the purpose of diagnosis;
- 3) the services of a registered graduate nurse, up to a maximum of 50 nursing shifts at the Reasonable and Customary fee, but not more than \$100 per shift;
- 4) the use of a licensed ambulance, to the nearest Hospital or medical facility, or from the Hospital where the Insured Person is being treated to another medical facility;
- 5) rental of crutches or Hospital type bed, or the cost of splints, canes, slings, trusses, braces and/or other approved prosthetic appliances;
- 6) the services of a legally qualified anesthetist;
- 7) drugs or medicines that require a legally qualified Physician's written prescription;
- 8) services of a chiropractor, chiropractor, osteopath, physiotherapist or podiatrist up to a maximum of \$500 each practitioner;
- 9) expenses for Injury to natural and sound teeth (capped or crowned teeth are considered whole or sound natural teeth) which requires treatment by a legally qualified dentist or dental surgeon within 30 days from the date of the Accident, not to exceed in the aggregate the amount of \$5,000 as the result of any one Accident;
- 10) out-patient services provided by a Hospital.

(c) Automobile Return

If Injury or Sickness results in the Insured Person becoming unable to continue the Business Trip Outside of Canada, the Company will pay the actual charges of a commercial agency for the return of the Insured Person's private or rental Vehicle used for the Business Trip Outside of Canada, to the Insured Person's place of residence or nearest rental agency, up to a maximum of \$1,000 per Business Trip Outside of Canada.

(d) Repatriation Benefit

Subject to all the limitations and conditions of this policy, the Company will pay a repatriation benefit when injuries or sickness covered by this policy result in the loss of life of an Insured Person within 365 days after the date of the accident or sickness in a country other than his/her country of residence. The Company will pay the actual expense incurred for preparing the deceased for burial or cremation and shipment of the body to the place of residence of the deceased in Canada, up to \$3,000.

(e) Identification Benefit

In the event a family member is needed to identify the deceased Insured Person before the body is released, the Company will also pay the cost of one economy class return airfare via the most direct route, or the equivalent amount toward another type of transportation for such family member to a maximum of \$5,000 and the company shall also pay commercial incidental travel expenses up to a maximum of \$250.00.



(f) Out-of-Pocket Expense Benefit

If Injury or Sickness results in the Insured Person becoming unable to continue the Business Trip Outside of Canada, the Company will pay up to \$150 per day for reasonable and necessary living expenses incurred by the Insured Person subject to a maximum benefit of \$1,500 per Business Trip Outside of Canada.

(g) Family Transportation Benefit

If an Insured Person is on a trip covered by this policy, and is confined as an in-patient in a Hospital and required the personal attendance of an Immediate Family Member, as recommended by their attending Physician or Surgeon, and no such person was on the trip with the Insured Person, the Company will pay for the expenses incurred to transport such Immediate Family member to the Insured Person by one economy class return airfare or the equivalent amount toward another type of transportation by the most direct route by a licensed common carrier to the confined Insured Person up to \$10,000. Also the Company will pay for incidental travel expenses up to a maximum of \$250.00

(h) Board, Lodging and Travel Expenses – Up to \$3,000

In the event that an Insured Person is confined to Hospital due to Injury or Sickness for a period of at least five consecutive days and thus prevented from returning to his/her province of Residence, the Company will pay the reasonable board, lodging and extra travel expenses incurred during the term of said hospitalization by other Insured Persons who remained with the hospitalized Insured Person and are also prevented from returning to his province of Residence.

In the event of the Injury, Sickness or death of an Insured Person, the attendance of a Member of the Immediate Family is certified as medically necessary by the attending Physician, the Company will reimburse the expense incurred by such Member of the Immediate Family, limited to the return economy airfare, \$1,000 per day accommodation and not exceeding a maximum of 20 consecutive days.

The total maximum amount payable under this part by the Company to or on behalf of any Insured Person will not exceed \$3,000 as a result of any one injury of Sickness.

(i) Attendant Transportation Benefit

If, as a result of Injury or Sickness, the attending Physician recommends in writing or the air carrier's rules and regulations require the presence of a medical attendant during the Emergency evacuation of the Insured Person in accordance with the part titled "Evacuation", the Company will pay the reasonable and necessary expenses actually incurred for the round trip airfare by such medical attendant. Expenses may also include one day accommodation and board for that day. The medical attendant must be qualified to work as such in the place where the Insured Person received Emergency medical attention, does not ordinarily reside in the Insured Person's Residence and is not a Member of the Immediate Family. All covered expenses incurred by such attendant are subject to a maximum of \$5,000.

(j) Emergency Evacuation

If an Injury or Sickness commencing during the course of a Business Trip Outside of Canada results in the necessary Emergency evacuation of the Insured Person, the Company will pay up to a maximum of \$100,000 per Business Trip Outside of Canada for such Emergency evacuation, which must be ordered by a legally licensed Physician who certifies that the severity of the Insured Person's Injury or Sickness warrants the Emergency evacuation of the Insured Person and such evacuation is Medically Necessary.



Emergency evacuation means:

- a) the Insured Person's medical condition warrants immediate transportation from the place where the Insured Person is injured or sick to the nearest Hospital where appropriate medical treatment can be obtained; or
- b) after being treated at a local Hospital, the Insured Person's medical condition warrants transportation to the place where he or she resides (provided such residence is located in Canada) to obtain further medical treatment or to recover.

Covered expenses for an Emergency evacuation are expenses, up to the maximum, for transportation, medical services and medical supplies that are Medically Necessary and incurred in connection with Emergency evacuation of the Insured Person. All transportation arrangements made for evacuating the Insured Person must be by the most direct and economical route. Expenses for special transportation must be:

- a) recommended by the attending Physician;
- b) arranged and approved by the Company or its assistance provider International SOS (ISOS); and
- c) required by the standard regulations of the conveyance transporting the Insured Person.

Transportation means any land, water or air conveyance required to transport the Insured Person during an evacuation. Special transportation includes, but is not limited to, air ambulance, land ambulances, and private motor vehicles.

Expenses for transportation, medical supplies and services must be recommended by the attending Physician before the Company will consider them eligible for reimbursement under this Policy.

(k) Security Evacuation

In the event of hostile or dangerous conditions while an Insured Person is on a Business Trip Outside of Canada such that an emergency situation exists, the Company will through its assistance provider, International SOS, use its best-efforts to attempt to arrange for the evacuation of an Insured Person to the nearest safe and acceptable location. The Company will pay benefit for expenses for such evacuation up to a maximum of \$100,000 per Business Trip Outside of Canada per Insured Person. All expenses are approved at the sole discretion of the Company or its assistance provider, International SOS.

Evacuation services will be provided from an international airport designated by International SOS security personnel. Evacuation decisions will be made by International SOS security personnel, in consultation with interested governments, security analysts, the Company and/or the Policyholder. International SOS will use its best efforts to make maximum use of scheduled airlines. However, International SOS may, in its sole discretion, utilize other available resources to accomplish the evacuation including private aircraft, ground and/or sea transportation, in which event the point of departure may vary.

In the event that evacuation becomes impractical due to hostile or dangerous conditions, International SOS will use resources at its disposal to maintain contact with an Insured Person until evacuation becomes practical or the emergency due to hostile or dangerous conditions has ended. International SOS will use its best efforts to make such arrangements available for a minimum of five (5) days but may, due to hostile or dangerous conditions be unable to do so.

9. Exclusions

Benefits are not payable under this coverage for *Business Travel Outside of Canada* for any claim or expense in any way directly or indirectly related to:



Policyholder: Rugby Canada – National Team

- (a) injuries received while the Insured Person is participating in any maneuvers or training exercises of the armed forces;
- (b) pregnancy, miscarriage, voluntary termination of pregnancy, childbirth or their complications except that in the case of pregnancy complications which occur while coverage for Business Travel Outside of Canada and this Policy are in effect for the Insured Person and where the complications occur before the end of the seventh month of pregnancy;
- (c) Sickness or Injury where any trip is undertaken for the purpose of securing medical treatment or advice;
- (d) dental surgery or cosmetic surgery unless such surgery is Medically Necessary as a result of a covered Injury;
- (e) emotional or mental disorders unless the Insured Person is in Hospital as a result;
- (f) Sickness or Injury due to participation in professional sports;
- (g) treatment or services that contravene any Government Health Insurance Plan or government medical care plan in Canada;
- (h) expenses incurred on an elective (non-emergency) basis, including but not limited to cosmetic surgery;
- (i) loss or Injury as a result of suicide or any attempt suicide or self-inflicted injuries (whether the Insured Person is considered sane or insane);
- (j) an act of declared or undeclared war, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition by or under the order of any government or public or local authority;
- (k) any services or supplies provided by the Insured Person or a member of their Immediate Family;
- (l) any treatment or surgery not required by a licensed Physician for the immediate relief of acute pain or suffering;
- (m) any treatment or surgery which reasonably could be delayed until the Insured Person returns to Canada;
- (n) anticipated medical treatments required on an ongoing basis or for continued stabilization of a medical condition known to the Insured Person prior to departure;
- (o) flight in any aircraft, or any other device for aerial navigation, including boarding or alighting therefrom
 - (i) while being used for any test or experimental purpose;
 - (ii) while the Insured Person is operating or learning to operate such aircraft or device or if he or she is serving as a member of the crew thereof;
 - (iii) 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;
 - (iv) while 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 the Insured Person's Immediate Family; or
 - (v) while being used for fire fighting, pipeline inspection, power line inspection, aerial photography or exploration.

10. Assistance and Claims

Neither the Company nor its assistance provider, International SOS, are responsible for:



General Provisions and Policy Conditions
Applicable to Coverage for
Business Travel Outside of Canada

Payment of Claims

Benefits payable due to the accidental death of an Employee will be payable to the beneficiary on record in a lump sum. Benefits payable due to the accidental death of a Spouse or Dependent Child will be payable to the Employee in a lump sum. Lump sum payments will be made immediately upon approval of the required proofs of claim.

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

Should a discrepancy occur, the benefit proceeds may be paid into court.

Benefits payable for all other indemnities, unless otherwise indicated in this Policy, will be paid to the Employee.

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 Illness giving rise to any claim;
 - (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 or Illness 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, Illness or the loss occasioned thereby; and
- c) if so required by the Company, furnish a certificate as to the cause and nature of the Accident or Illness 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 of 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 if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed. In no event, will the Company accept notice of claim beyond one (1) year from the date of the Accident or Illness giving rise to the claim.

Company to Furnish Forms for Proof of Claim

The Company shall furnish forms for proof of claim within 15 days after receiving notice of claim but where the claimant has not received the forms within that time he may submit proof of claim in the form of a written statement of the happening and character of the Accident or Illness giving rise to the claim and of the extent of the loss.

Right to Examination

The Company has the right, and the claimant or beneficiary, executor or any other person representing the deceased, shall afford to the Company an opportunity to examine the Insured Person 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

All monies payable under this contract shall be paid by the Company within 60 days after it has received proof of claim sufficient to the Company.

The Contract

This Policy, the Application for Group Insurance, the proposal and the individual applications of the eligible persons, where applicable, constitute the entire contract between the parties, this includes the endorsements, insertions or riders, if any. 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.

Assignment

Benefits payable under this Policy may not be assigned.

Participating

This Policy is non-participating.

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.

Government Health Insurance Plans

Except as specifically provided under this Policy no payment shall be made for services rendered by a Hospital or other provider except for reimbursement of charges which are in excess of benefits payable for Hospital or other services under any government laws of Canada or any Province/Territory.

Not in Lieu Of

This Policy is not in lieu of and does not affect any requirement for coverage by workers' compensation insurance, or similar coverage.

Currency

All monies payable under this contract shall be paid in lawful Canadian currency.

Gender

Any reference to the masculine gender in this Policy will also include the feminine gender.

Conformity with Provincial Statutes

Any provision of this Policy or any condition of this Policy which 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

If an Insured Person's age has been misstated, his true age will be used to determine:

- a) the effective date or termination date of insurance;
- b) the amount of insurance; and
- c) any other rights or benefits under this Policy.

A premium adjustment which reflects the adjustment in insurance will be made on a subsequent Premium Due Date.



Policyholder: Rugby Canada – National Team

Contesting the Policy

In the absence of fraud, the validity of this Policy will not be contested if it has been in force for two (2) years from its issue date and all premiums due in that time have been paid.

Misrepresentation

If it is found that an Employee materially misrepresented his eligibility or medical status in order to obtain insurance under this Policy, the Company has the right to void the application within the first two (2) years of the date of issue or within two (2) years of any change requested by the Employee.

A misrepresentation is a false statement on an insurance application as to a past or present fact which leads the Company to issue an insurance contract whereas the Company would not have issued the contract if the accurate facts were known.

Legal Actions

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with requirements of this Policy. No such action shall be brought after the expiration of three (1) year (or the minimum time, if more than one (1) year is permitted by law in the province/territory where the Insured Person resides) after the time written proof of loss is required to be furnished.

113
114
115
116
117

118
119



Policyholder: Rugby Canada – National Team

GENERAL PROVISIONS - TERMINATION OF INSURANCE

Termination by the Policyholder

The Policyholder may terminate the contract at any time by giving written notice of termination to the Company at its head office or authorized regional office. Notice must be received within 30 days prior to the date of cancellation.

Termination by the Company

The Company may terminate the contract, under the following circumstances:

- a) during any period where premiums have not been paid; or
- b) at any time prior to the Policy Anniversary Date as long as the Company provides 30 days notice of its intent to cancel the Policy.