

FARMERS' ACCIDENT INSURANCE

I. This insurance applies only if Rider F405 is shown on the coverage summary page. We insure only those persons who are specifically named for this rider on the Coverage Summary page. In describing this insurance, the term "Insured Person" is used to refer to a person insured by this rider. In the event of an accident causing bodily injury to an "Insured Person", we will pay the following benefits, subject to the amounts of insurance stated on the Coverage Summary page and the conditions and exclusions stated on this rider. The stated amounts of insurance are the overall limits for all accidents occurring during the policy year.

A. **Accidental Death and Dismemberment Benefits:** If the bodily injury shall, within 365 days of the date of the accident causing the injury, result in any of the following losses, we will pay for loss of or permanent and total loss of use of:

	<u>Amount Payable</u>
Life	Policy Limit
Both Hands	Policy Limit
Both Feet	Policy Limit
Entire Sight of Both Eyes	Policy Limit
One Hand and One Foot	Policy Limit
One Hand and Entire Sight of One Eye	Policy Limit
One Foot and Entire Sight of One Eye	Policy Limit
Speech and Hearing	Policy Limit
One Arm	¾ of the Policy Limit
One Leg	¾ of the Policy Limit
One Hand	⅔ of the Policy Limit
One Foot	⅔ of the Policy Limit
Entire Sight of One Eye	⅔ of the Policy Limit
Speech or Hearing	½ of the Policy Limit
Thumb and Index Finger of Either Hand	⅓ of the Policy Limit
Hearing in One Ear	⅙ of the Policy Limit
Quadriplegia (Complete paralysis of both upper and lower limbs)	Policy Limit
Paraplegia (Complete paralysis of both lower limbs)	Policy Limit
Hemiplegia (Complete paralysis of upper and lower limbs of one side of body)	Policy Limit

"Policy Limit" as used above means the amount of insurance shown for this rider as #1 on the Coverage Summary page.

"Loss" as used above with reference to hand or foot means complete severance at 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 at or above the elbow or knee joint; as used with reference to thumb and index finger means complete severance at or above the first phalange; as used with reference to eye means the irrecoverable loss of the entire sight of an eye; as used with reference to speech means the total and irrecoverable loss of speech and as used with reference to hearing means the total and irrecoverable loss of hearing. Any indemnity payable for Loss of Use shall be paid only if such loss is permanent, total and irrecoverable and shall have been continuous for a period of twelve months from the date of the accident.

"Loss" as used above with reference to quadriplegia, paraplegia and hemiplegia means the permanent and irrecoverable paralysis of such limbs.

If an "Insured Person" sustains more than one of the losses named above as the result of any one accident, we will pay for only one loss. If there is difference in the amount of insurance payable for the losses sustained, we will pay the loss for which the highest amount of insurance applies.

B. **Replacement Labour Expenses:** If bodily injury, caused by an accident and verified by a medical doctor, prevents an "Insured Person" from carrying out his or her normal work activities on the "Insured Premises" (as defined in Part 1), we will pay up to the amount of insurance shown for this rider as #2 on the Coverage Summary page for expenses you incur to hire replacement labour to carry out necessary activities which, if not carried out, would result in a loss of income to you. You must verify the expenses you incur.

II. EXCLUSIONS AND CONDITIONS

1. **Exclusions:** The insurance provided by this rider does not apply to:
 - a. Loss arising from an accident which, occurred prior to the inception date of this coverage.
 - b. Any intentionally self-inflicted injury.
 - c. Suicide or attempted suicide while sane or insane.
 - d. Any loss caused by sickness.
 - e. Any disability caused by or related to pregnancy, miscarriage, or giving birth.
 - f. Any disability related to treatment of a prior condition.
 - g. Any loss resulting from service, including part-time or temporary service in the armed forces.
 - h. War, insurrection or participation in a riot or public disturbance.
 - i. Any loss that is a consequence of travel or flight in any aircraft if the "Insured Person" is the pilot or crew member of the aircraft or if the flight is made for purposes of instruction, training or testing.
 - j. Any expense incurred more than one year after the date of the accident.
2. **Conditions**
 - a. You must provide us with medical evidence supported by a physician substantiating that the injury was caused by accident and has prevented the "Insured Person" from carrying out his or her normal farm employment activities.
 - b. The "Insured Person" must resume his or her normal work activities as soon as medically able.
 - c. You must obtain our prior authorization for any expense to be claimed under Replacement Labour Expenses.
 - d. Each claim for Replacement Labour Expense shall be subject to a deductible of \$200 per "Insured Person".
 - e. The amount of insurance on the Coverage Summary page for Replacement Labour Expenses is the maximum payable as a result of any one accident including recurring disability resulting from the same accident.
 - f. Benefits payable in the event of a claim for loss of life of an "Insured Person" are payable to the beneficiary designated on the Coverage Summary page. If no such designation exists, benefits payable in the event of a loss of life claim are payable to the Estate of the "Insured Person".

STATUTORY CONDITIONS

The Contract

- 1 (1) The application, this policy, any document attached to this policy when issued, and any amendments to the contract agreed upon in writing after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

Waiver

- (2) The insurer 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 insurer.

Copy of application

- (3) The insurer shall upon request, furnish to the insured or to a claimant under the contract a copy of the application.

Material facts

- 2 No statement made by the insured or person insured at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

Changes in occupation

- 3 (1) If after the contract is issued the person insured engages for compensation in an occupation that is classified by the insurer as more hazardous than that stated in this contract, the liability under this contract is limited to the amount that the premium paid would have purchased for the more hazardous occupation according to the limits, classification of risks and premium rates in use by the insurer at the time the person insured engaged in the more hazardous occupation.

- (2) If the person insured changes his occupation from that stated in this contract to an occupation classified by the insurer as less hazardous and the insurer is so advised in writing, the insurer shall either.

(a) reduce the premium rate; or

(b) issue a policy for the unexpired term of this contract at the lower rate of premium applicable to the less hazardous occupation;

According to the limits, classification of risks, and premium rates used by the insurer at the date of receipt of advice of the change in occupation, and shall refund to the insured the amount by which the unearned premium on this contract exceeds the premium at the lower rate for unexpired term.

Relation of earnings to insurance

4 Where the benefits for loss of time payable hereunder, either alone or together with benefits for loss of time under another contract, including a contract of group accident insurance or group sickness insurance, or of both and life insurance contract providing disability insurance, exceed the money value of the time of the person insured, the insurer is liable only for that proportion of the benefits for loss of time stated in this policy that the money value of the time of the person insured bears to the aggregate of the benefits for loss of time payable under all such contracts and the excess premium if any, paid by the insured shall be returned to him by the insurer.

Termination by insured

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

Termination by insurer

- 6 (1) The insurer may terminate this contract at any time by giving written notice of termination to the insured 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.
- (2) The notice of termination may be delivered to the insured, or it may be sent by registered mail to the latest address of the insured on the records of the insurer.
- (3) Where the notice of termination is delivered to the insured, five days' notice of termination shall be given; where it is mailed to the insured, 10 days' notice of termination shall be given, and the 10 days shall begin on the day following the date of mailing notice.

Notice and proof of claim

- 7 (1) The insured or a person insured, or a beneficiary entitled to make a claim or the agent of any of them, shall:
- (a) Give written notice of claim to the insurer:
 - (i) by delivery thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the province; or
 - (ii) by delivery thereof to an authorized agent of the insurer in the province: not later than 30 days from the date a claim arises under the contract on account of an accident, sickness or disability;
 - (b) within 90 days from the date a claim arises under the contract on account of an accident, sickness or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of the happening of the accident or the commencement of the sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, his age, and the age of the beneficiary if relevant; and
 - (c) if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim may be made under the contract and as to the duration of such disability.

Failure to give notice of proof

- (2) Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does 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 date a claim arises under the contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

Insurer to furnish forms for proof of claim

8 The insurer 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 his proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

Rights of examination

- 9 As a condition precedent to recovery of insurance moneys under this contract:
- (a) the claimant shall afford to the insurer an opportunity to examine the person of the person insured when and so often as it reasonably requires while the claim hereunder is pending; and
 - (b) in the case of death of the person insured, the insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

When moneys payable other than for loss of time

10 All moneys payable under this contract, other than benefits for loss of time, shall be paid by the insurer within 60 days after it has received proof of claim.

When loss of time benefits payable

11 The initial benefits for loss of time shall be paid by the insurer within 30 days after it has received proof of claim, and payment shall be made thereafter in accordance with the terms of the contract but not less frequently than once in each succeeding 60 days while the insurer remains liable for the payments if the person insured when required to do so furnishes before payment proof of continuing disability.

12 **Repealed** 2004, c.L-16.1, s.76.**

** *The Limitations Act S.S. 2004, c.L-16.1* May 1, 2005

Basic limitation period

5 Unless otherwise provided in this Act, no proceedings shall be commenced with respect to a claim after two years from the day on which the claim is discovered.

Discovery of claim

6 (1) Unless otherwise provided in this Act and subject to subsection (2), a claim is discovered on the day on which the claimant first knew or in the circumstances ought to have known:

- (a) that the injury, loss or damage had occurred;
- (b) that the injury, loss or damage appeared to have been caused by or contributed to by an act or omission that is subject of the claim;
- (c) that the act or omission that is the subject of the claim appeared to be that of the person against whom the claim is made; and
- (d) that, having regard to the nature of the injury, loss or damage, a proceeding would be an appropriate means to seek to remedy it.

(2) A claimant is presumed to have known of the matters mentioned in clauses (1)(a) to (d) on the day on which the act or omission on which the claim is based took place, unless the contrary is proved.

Ultimate limitation periods

7 (1) Subject to subsections (2) to (4), with respect to any claim to which a limitation period applies, no proceeding shall be commenced after 15 years from the day on which the act or omission on which the claim is based took place.

- (2) With respect to any claim against a purchaser of property for value acting in good faith to which a limitation period applies, no proceeding shall be commenced with respect to conversion of the property after two years from the day on which the property was converted, whether or not the limitation period has expired.
- (3) With respect to a claim based on a judgment or order for the payment of money, no proceeding shall be commenced after 10 years from the date of the judgment or order.
- (4) With respect to a claim based on an act or omission that causes or contributes to the death of an individual, no proceeding shall be commenced after two years from the earlier of:
 - (a) the day on which the death of the individual is discovered; and
 - (b) the day on which, by a decision of a court of competent jurisdiction, the individual is presumed to have died.