# CORBY SPIRIT AND WINE LIMITED Policy #1CY70

A Program Of
Voluntary Accident Insurance
For You and Your Dependents

Policy Effective Date: January 1, 2008

Booklet Effective Date: November 7, 2013

This Booklet/Certificate Is An Important Document Please Keep It In A Safe Place



**WHEN YOU** 

**PARTICIPATE IN THIS** 

**INSURANCE PROGRAM** 

THIS BOOKLET

**BECOMES YOUR CERTIFICATE.** 

**PLEASE KEEP IT** 

IN A SAFE PLACE.

IT IS AN IMPORTANT

DOCUMENT.

# "It couldn't happen to me"

No one expects to be involved in a serious accident, yet chances are that you know at least one person who has. Accidents are the number one killer of Canadians under age 34 and the third leading cause of death overall. Automobile accidents account for almost 50% of these deaths. If you survive a serious accident, you could be faced with great and immediate financial problems. Loss of limbs, eyesight, speech or hearing can occur, as well as loss of use of limbs. Any form of paralysis could also cause major financial setbacks in a person's life.

#### "I don't want to think about it"

A common response when faced with the possibility. Unfortunately, no one has control over the fact that an accident may happen. You do, however, have a measure of control over the financial outcome of such an event. By taking a few minutes to consider this program, you will allow yourself the freedom of knowing that you and your family will be prepared financially should a major accident occur.

# "Why should I participate in this program?"

## 5 good reasons!

- 1. Your employer has arranged the opportunity for You and Your family to obtain extensive coverage at a very low monthly cost.
- 2. This program offers You far more extensive coverage than an individual plan and at a fraction of the cost.
- 3. Few coverage will pay lump sum benefits if You survive an accident.
- 4. This is a great way to supplement your life insurance program.
- 5. Most people don't foresee losing their health during their prime years, but will agree that an accident is beyond their control.

# "Okay, so how much coverage do I need?"

## Here is a guideline:

If You have a family, your sudden death would create financial problems, such as:

- A) Replacing Your income that Your family relies on for their standard of living.
- B) Removing any mortgages, loans or large unpaid bills.
- C) Other expenses, i.e. a funeral, an education fund for Your children, additional medical expenses, etc.

### An example:

i) If You were earning \$50,000 per year and Your family depended on that income, a lump sum of \$500,000 would be required to generate a \$50,000 income (assuming an interest rate of 10%).

ii)	Mortgage	\$100,000
	Loans	
	Bills	5,000

iii) Other expenses .......15,000

Your total need might be approximately \$645,000.

# "Where will this money come from?"

## An example:

## Sources:

Employer Benefits	
Group Life	\$175,000
Group accident coverage	100,000
Personal life insurance	100,000
Personal savings	40,000
TOTAL:	415,000

Your outstanding need would be \$230,000.

Each person, with or without dependents, has different financial requirements. This example illustrates that substantial sums of money are required immediately when an accident happens. You may want to examine Your own situation to determine Your specific need.

## **Details of the program**

The rising incidence of accidents plus the increasing travel habits of our modern society have led to the development of a broad new type of insurance.

The following is an explanation of the personal accident insurance program available to You and Your family.

Please give it full consideration as it may provide an inexpensive way to supplement Your personal financial planning.

You are given the opportunity to purchase additional accident insurance at a very low cost through payroll deductions.

#### Who is eligible?

You may enroll in the program if You are an active full-time employee under the age of 65.

Your Spouse and Dependent Children are also eligible for coverage if Employee and Family Plan is purchased.

#### What are you covered for?

Any Injury caused by an Accident occurring anywhere in the world - 24 hours a day - on or off the job.

## What amounts are available?

You may elect to insure Yourself only OR Yourself and Your family for one of the plans outlined below:

### A. Employee Only Plan

You may select amounts of insurance from a minimum of \$ 10,000 to a maximum of \$ 250,000, in units of \$ 10,000.

# B. Employee & Family Plan

You may select amounts of insurance from a minimum of \$10,000 to a maximum of \$250,000, in units of \$10,000 AND Your family will automatically be insured for the following:

# i) Spouse

Your Spouse will be insured for 60% of the benefit you elect for Yourself if you have dependent children, or 60% if You do not.

# ii) Dependent Children

Each Dependent Child will be insured for 10% (subject to a maximum Principal Sum of \$25,000) of Your benefit if You have a spouse, or 20% (subject to a maximum Principal Sum of \$50,000) if You do not.

Note: Only 1 family plan may be purchased if You and Your Spouse both work for the Employer. Your Spouse can be covered as an employee and as a dependent under the Employee & Family Plan, but the amount of insurance under the Employee Only Plan will be limited to the difference between \$250,000 and the amount applicable for dependent coverage.

#### How much does the insurance cost?

Premiums are payable by monthly payroll deduction. Here are some examples:

Principal Sum	Employee	Employee &
Selected For	Only Plan	Family Plan
Yourself		
\$ 10,000	\$ 0.18	\$ 0.30
50,000	\$ 0.90	\$ 1.50
100,000	\$ 1.80	\$ 3.00
120,000	\$ 2.16	\$ 3.60
150,000	\$ 2.70	\$ 4.50
200,000	\$ 3.60	\$ 6.00
250,000	\$ 4.50	\$ 7.50

# An example:

If you select \$250,000 of coverage, the Principal Sum insured would be:

	Employee	Employee &
	Only Plan	Family Plan
Employee	\$ 250,000	\$ 250,000
Spouse (60%)	N/A	\$ 150,000
Each child (10%)	N/A	\$ 25,000

Your payroll deduction per month would be:

Employee Only Plan	Employee & Family Plan
\$4.50	\$7.50

# How may I enroll?

You may enroll in the program by completing the Enrollment Card provided with this booklet.

- (1) Select the type of plan desired: EMPLOYEE ONLY PLAN or EMPLOYEE & FAMILY PLAN.
- (2) Select the amount of insurance desired which best suits Your needs.
- (3) Complete the Enrollment Card and return it to Your Employer.

Note:If you decide not to participate in the program, You are nevertheless requested to complete the section declining participation. Return your completed Enrollment Card to Your Employer.

# Increase, decrease or cancellation of coverage

You may increase or decrease your coverage by completing a new Enrollment Card, which may be obtained from Your Employer. You may cancel Your coverage by advising Your Employer, and coverage will cease on the premium due date following the date You advise Your Employer.

## This Section is Your Certificate of Insurance

SSQ INSURANCE COMPANY INC. 2020 University Street, Suite 1800 Montréal (Québec) H3A 2A5 (Hereinafter called the Insurer)

Having issued Group Policy No. 1CY70 To

CORBY SPIRIT AND WINE LIMITED (Hereinafter called the Employer)

Hereby certifies that the bearer of this certificate, being an employee of the Employer, and any eligible dependents are insured provided the applicable premium has been paid.

## **Definitions**

Wherever used in this certificate/booklet:

"You", "Your" and "Yourself" mean the bearer of this certificate and who is employed by the Employer.

"Insured" means You, Your insured Spouse or Your insured Dependent Child.

"We", "Us" and "SSQ" mean SSQ Insurance Company Inc.

"Policy" means the Group Policy specified above, which is on file with the Employer.

"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, 24 hours a day, anywhere in the world but in no event shall Injury mean Sickness or Disease howsoever caused unless caused by an Accident. "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.

"Loss of Life" means the death of the Insured Person.

"Loss" as 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 entire phalanx of the thumb; as used with reference to finger means the complete severance of two entire phalanges of the finger; as used with reference to toes mean the complete severance of one 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 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.

"Loss" as used with reference to loss of use means the total and irrecoverable loss of use, provided the loss is continuous for 12 consecutive months and such loss of use is determined to be permanent at the end of such period.

"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.

"Spouse" means a person under the age of 70

- (a) who is legally married to you, or
- (b) with whom you have continuously cohabited in a conjugal relationship for a minimum of 1 year immediately before a loss is incurred.

You may have to elect in writing the name of the individual who will be insured as your spouse.

"Dependent Child" means a natural child, adopted child, stepchild, or a child with whom you are in a parent-child relationship. Your child is unmarried and dependent upon you for maintenance and support and:

- (a) under 21 years of age, or
- (b) under 25 years of age (26 in the Province of Quebec) and in attendance at an Institution for Higher Learning on a full-time basis, or
- (c) by reason of mental or physical infirmity, is incapable of self-sustaining employment and is totally dependent upon you for support within the terms of the Income Tax Act.

Your Dependent Child will be covered from birth provided he is born alive.

"Institution for Higher Learning" is limited to universities, colleges, CEGEPs and trade schools.

"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 or more physicians available at all times and which continuously provides 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.

"Regular Care and Attendance" means observation and treatment to the extent necessary under existing standards of medical practice for the condition causing the confinement.

"Physician" means a doctor of medicine (other than the Insured or an Immediate Family Member) who is licensed to practice medicine by:

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

"Immediate Family Member" means a person at least 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, spouse, grandfather or grandmother of the Insured (all of the above include natural, adopted or step relationship).

"Motorized Vehicle" means a passenger car, station wagon, van, jeep-type automobile or truck, ambulance or any type of motorized vehicle used by municipal, provincial or federal police forces.

"Seat Belt" means those belts that form a restraint system and includes infant and child restraint systems when properly used with a Seat Belt, and the restraining belts, which are part of a stretcher, used in the transportation of sick or injured persons by ambulance.

"Accommodation" means lodging in the vicinity of the Hospital where the Insured is confined.

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

#### What benefits are provided?

If due to Injury any of the following losses occur within 365 days after the date of the Accident, benefits will be paid according to the following schedule:

For Loss of	Principal Sum
Life	100%
Entire sight of both eyes	100%
Speech and hearing in both ears	100%
One hand & the entire sight of one eye	100%
One foot & the entire sight of one eye	100%

Speech Hearing in both ears Hearing in one ear All toes of one foot	75% 75% 40% 33 1/3%
For Loss or Loss of Use of	
Both hands Both feet One hand and one foot One arm One leg One hand One foot Thumb & index finger or at least four fingers of one hand	100% 100% 100% 80% 80% 75% 75%
For Paralysis of	
Both upper & lower limbs (Quadriplegia) Both lower limbs (Paraplegia) Upper & lower limbs of one side	200% 200%
of body (Hemiplegia)	200%

75%

The amount payable for all losses sustained by any one Insured, as the result of any one Accident will not exceed the following:

- (a) with the exception of Quadriplegia, Paraplegia and Hemiplegia, the Principal Sum.
- (b) with respect to Quadriplegia, Paraplegia and Hemiplegia, 200% of the Principal Sum, or 100% if Loss of Life occurs within 90 days after the date of the Accident.

The aggregate amount payable for the same Accident will not exceed 200% of the Principal Sum.

## Repatriation\*

Entire sight of one eve

If an Insured sustains a Loss of Life because of Injury for which an amount of Principal Sum becomes payable under the program, repatriation benefits up to \$15,000 will be paid for expenses actually incurred for the return home of the Insured's body (including preparation charges for transportation). The death must occur more than 50 kilometres from the Insured's residence.

## Education\*\*

If You sustain a Loss of Life because of Injury for which an amount of Principal Sum becomes payable under the program, 5% of Your Principal Sum to a maximum of \$5,000 will be paid for each Dependent Child who is already enrolled in an Institution for Higher Learning or who will do so within 365 days after Your death.

The benefit is payable annually, for each year (up to 4 consecutive years) that the Dependent Child continues school on a full-time basis in an Institution for Higher Learning.

# Day-Care\*\*

If You sustain a Loss of Life because of Injury for which an amount of Principal Sum becomes payable under the program, 5% of Your Principal Sum to a maximum of \$5,000 will be paid for each Dependent Child under 13 years of age who is enrolled in a Day-Care Centre or who will do so within 365 days after Your death.

The benefit is payable annually, for each year (up to 4 consecutive years) that the Dependent Child remains enrolled in a Day-Care Centre.

If none of Your insured Dependent Children satisfies the requirements as shown under the sections entitled "Education" and/or "Day-Care", an amount equal to 5% of Your Principal Sum or \$2,500, whichever is lesser, will be paid to Your beneficiary.

"Day-Care Centre" means a facility which is run according to laws and regulations applicable to daycare facilities and which provides care and supervision for children in a group setting on a regular basis. Day-Care Centre will not include a hospital, the child's home or care provided during normal school hours while a child is attending grades 1 though 12.

#### Rehabilitation\*

If You sustain a specific loss for which an amount of Principal Sum becomes payable under the program, this benefit will refund the reasonable and necessary expenses actually incurred for Your participation in a rehabilitation program in order to qualify in a different occupation, during the 3 year period following the loss, to a maximum of \$15,000.

Room, board or other ordinary living, travelling or clothing expenses are not covered.

## **Workplace Modification and Accommodation**

If You sustain a specific loss for which an amount of Principal Sum becomes payable under this program and You require special adaptive equipment and/or workplace modification in order to accommodate your active full-time work with the Employer, this benefit will reimburse the Employer for the actual expenses actually incurred up to \$5,000.

# **Occupational Training\***

If You sustain a Loss of Life because of Injury for which an amount of Principal Sum becomes payable under the program, and Your Spouse must engage in a formal occupational training program in order to upgrade employment qualifications, this benefit will refund expenses actually incurred within 3 years following the date of Your death, to a maximum of \$15,000.

Room, board or other ordinary living, travelling or clothing expenses are not covered.

In the event Your Spouse satisfies the requirements indicated above, such Spouse will be deemed the beneficiary with respect to the benefits payable under this provision.

## **Child Enhancement**

With the exception of loss of life, the percentages indicated under the Specific Loss section are doubled with respect to insured Dependent Children.

This provision does not apply if loss of life occurs within 90 days after the date of the Accident.

# **Permanent Total Disability**

The Principal Sum will be paid to You in a lump sum, less any other amounts payable under the Specific Loss section as a result of the same Accident, if You become totally disabled and the following conditions are met:

- (1) The disability results from an Injury caused by an Accident.
- (2) The disability commences within 365 days of the Injury.
- (3) The disability prevents you from engaging in each and every occupation or employment for compensation or profit for which you are reasonably qualified by education, training or experience.
- (4) The disability has continued for a period of 12 consecutive months, and is total and permanent at the end of such period.

# Family Transportation\*

If any specific loss covered under the program confines an Insured to a Hospital, and such Hospital is located more than 150 kilometres from the Insured's residence, and he is under the Regular Care and Attendance of a Physician, this benefit will refund the reasonable expenses actually incurred by any of the Insured's Immediate Family Member(s) or a family representative for Accommodation and transportation (via the most direct route) to the Insured's bedside, to a maximum of \$15,000. Private transportation expenses are limited to \$0.35 per kilometre travelled.

Board or other ordinary living, travelling or clothing expenses are not covered.

#### Identification\*

If an Insured sustains a Loss of Life because of Injury and identification of the Insured's body is required by the police or similar governmental authority, this benefit will refund expenses actually incurred by the Insured's Immediate Family Member or family representative for lodging and board and transportation (via the most direct route) to the city or town where the body is located (location of the body must be more than 150 kilometres from the family member's normal place of residence), to a maximum of \$10,000. Private transportation expenses are limited to \$0.35 per kilometre travelled.

#### **Common Disaster**

If You and Your insured Spouse both sustain Loss of Life as a result of a common Accident or separate Accidents occurring within the same 24 hour period, and such losses become payable under the program, your Spouse's amount of coverage will be increased to the same level as yours, subject to an overall total for You and Your Spouse of \$500,000.

# Seat Belt\*\*

If an Insured is driving or riding a Motorized Vehicle and wearing a properly fastened Seat Belt at the time of the Accident, and such Insured sustains a specific loss for which an amount of Principal Sum becomes payable under the program, the amount payable for such specific loss is increased by 10%, to a maximum of \$25,000.

The driver of the Motorized Vehicle must hold a current and valid driver's license and must not be intoxicated nor under the influence of drugs, unless such drugs are taken as prescribed by a Physician at the time of the Accident.

#### Home Alteration and/or Vehicle Modification

If an Insured sustains a loss of or loss of use of both feet or legs or becomes Quadriplegic, Paraplegic or Hemiplegic, for which indemnity is payable under the program, and he subsequently requires the use of a wheelchair to be ambulatory, this benefit will refund expenses actually incurred during the 3 year period following the date of loss, to a maximum of \$15,000, for the cost of alterations to the Insured's principal residence for the purpose of making it accessible and/or the cost of modifications to 1 motor vehicle utilized by the insured, when such modifications are approved by licensing authorities where required, for the purpose of adapting it to the needs of the Insured.

The amount payable will be coordinated with any amount paid or payable under any other insurance plan that provides the same or similar benefit.

# **Hospital Indemnity\*\***

If any specific loss covered under the program confines an Insured to a Hospital and such person is under the Regular Care and Attendance of a Physician, a daily benefit of 1/30th of 1% of Your Principal Sum becomes payable from the 1st Day of Hospitalization to a maximum of \$2,500 per month and for a maximum duration of 365 days per Injury.

Hospitalization for treatment of any Injury other than for a specific loss will also be covered in accordance with the above if the Insured is hospitalized for at least 4 consecutive days.

Only one Period of Hospitalization will be payable for all Injuries sustained as the result of the same Accident.

"Period of Hospitalization" means a single uninterrupted confinement in a Hospital as a result of the same Accident, provided each such confinement is separated by a period of less 90 consecutive days and all such confinements occur within 730 days of the date of the Accident.

"Day of Hospitalization" means a necessary Period of Hospitalization in a Hospital as an inpatient for which a full day's room and board is charged.

Note: Benefits marked with an asterisk (\*) are only payable under one of the policies issued to your employer by SSQ.

Benefits marked with 2 asterisks (\*\*) are subject to a combined maximum with similar benefits provided under any other policy issued to your employer by SSQ.

# **Aircraft Coverage**

An Insured is covered only while flying as a passenger in any aircraft holding a current and valid certificate of airworthiness (other than an aircraft owned, operated, leased or chartered by or on behalf of your employer) and flown by a licensed pilot. Coverage also applies while flying as a passenger in a military aircraft.

# **Exposure and Disappearance**

Unavoidable exposure to the elements will be covered under the program as any other loss, provided such exposure is sustained as the result of a covered Accident.

An Insured will be presumed to have suffered accidental Loss of Life if the insured's body is not found within 1 year after the disappearance or sinking or wrecking of the conveyance in which the Insured was riding at the time of the Accident.

#### Waiver of Premium

If, as a result of total disability, You are approved for waiver of premium and remain eligible for such under the terms of Your Employer's Basic Group Life Insurance contract, You need not pay any further premiums under this program for Yourself, Your insured Spouse and Your insured Dependent Children.

All terms and provisions of this program will apply during the period Your premiums are waived, including provisions relating to reductions in amounts of insurance.

# **Continuation of Coverage During Approved Leaves**

Provided payment of premium is continued, coverage will be continued for up to 12 months for You, Your insured Spouse and Your insured Dependent Children during Your approved leave of absence, maternity leave or short term disability leave.

For short term disability leave, coverage provided under this section will terminate when You reach age 65 or when You return to work, whichever is earliest.

All terms and provisions of the program will apply during the period coverage is continued, including provisions relating to reductions in amounts of insurance.

#### **Extension of Coverage**

If Your employment is terminated by Your Employer, coverage will be continued for up to 12 months for You, Your insured Spouse and Your insured Dependent Children, provided such continuation is required by the Employment Standards Act or by a severance package agreement you receive from Your Employer and payment of premium is continued.

All terms and provisions of the program will apply during the period coverage is continued, including provisions relating to reductions in amounts of insurance.

## **Aggregate Limit of Indemnity**

There is no applicable aggregate limit under the program. This means that if You or any other persons insured under the program suffer losses occurring from the same Accident, the amount payable to each individual will not be subject to any reductions, except as specifically provided for under the policy.

## When Insurance Coverage starts

If You choose to enroll in the program, Your coverage will start on the later of the following dates:

(1) the effective date of the program, or

(2) the 1st of the month following the date Your completed Enrollment Card is received by Your Employer.

Your Spouse or Dependent Child's coverage will start on the later of the following dates:

- (1) the effective date of Your insurance, or
- (2) the date Your Spouse or Dependent Child becomes eligible if eligible after the effective date of Your insurance.

# Your insurance coverage stops on the earliest of the following dates:

- (1) the date the policy is terminated;
- (2) the premium due date if the Employer fails to pay Us Your premium;
- (3) the premium due date next following the date You give notice of cancellation to the Employer;
- (4) the premium due date next following the date You reach age 65;
- (5) the premium due date next following the date you cease to be an active employee on account of leave of absence, lay-off, maternity leave, disability, resignation, dismissal, pension or retirement, except as provided under:

Waiver of Premium
Continuation of Coverage During Approved Leaves
Extension of Coverage

The insurance coverage for Your insured Spouse and/or insured Dependent Child stops on the earlier of:

- (1) the date such person ceases to be an eligible person;
- (2) the date Your insurance coverage stops.

If Your insurance and/or the insurance of Your insured Spouse or insured Dependent Children should stop, You can still file a claim under the Policy for losses arising from an accident which occurred prior to the termination date, subject to the terms and provisions of the Policy.

# When does this insurance not apply?

- Suicide or intentionally self-inflicted injury;
- · War, whether declared or not;
- Participation in a riot, insurrection, civil commotion or disturbance;
- Active full-time, part-time or temporary service in the armed forces of any country;
- Air travel, except as specifically provided for under the section entitled "Aircraft Coverage";
- Medical treatment or surgery, except if the medical treatment or surgery was needed because
  of an Accident.

#### Who receives payment in case of claim?

Your Loss of Life benefit will be paid to the most recent beneficiary or beneficiaries designated in writing on Your Enrollment Card. With the exception of Repatriation, Education, Day-Care, Occupational Training, Workplace Modification and Accommodation, Identification and Family Transportation, all other benefits payable (which include those payable for Your insured dependents) will be paid to You.

#### **Procedure for claims**

You or Your beneficiary must notify your employer immediately of any Injury for which you file a claim.

In the event of a claim, written notice of Injury must be given to SSQ within 30 days after the date of the Accident, and written proof of loss must be submitted to SSQ within 90 days after the date of such loss.

Failure to provide such notice or proof within such time will not invalidate nor reduce any claim, if it is shown not to have been reasonably possible to provide such notice or proof and that such notice or proof was provided as soon as was reasonably possible, but in no event later than 1 year after the date of the Accident.

IN WITNESS WHEREOF, SSQ Insurance Company Inc. has caused this certificate to be signed by its Chief Executive Officer and Senior Vice-President.

René Hamel Chief Executive Officer Bernard Tanguay Senior Vice-President

This booklet/certificate summarizes in non-technical language the terms and conditions of the program. All rights and obligations are determined in accordance with the Group Policy. For detailed information, contact Your Employer.