

PART 4 – EXCLUSIONS

- 1) The benefits herein provided shall not cover an Insured Member who sustains "such injuries":
 - a) by suicide or attempt thereof, while sane or insane, or
 - b) resulting from Automobile Injury or Watercraft Injury while driving or operating a motor vehicle or watercraft under the influence of intoxicating alcohol, drugs or narcotics as to be for the time being incapable of the proper control of the automobile or watercraft. Without restricting the generality of the foregoing, any determination, howsoever determined, that any such person had at the same time of sustaining "such injuries" a blood alcohol level of .08 or higher, shall be conclusively deemed to be a determination that such person was under the influence of alcohol at such time.
- 2) In addition, the benefits herein provided shall not cover an Insured Member who sustains "such injuries" caused directly or indirectly, wholly or partly:
 - a) by an act of war, whether declared or undeclared;
 - b) by participation as a member of the armed forces of any country;
 - c) by operating any non-motorized vehicle, including bicycles;
 - d) by intentionally self-inflicted injuries;
 - e) by participation in any speed or endurance contest;
 - f) as a pedestrian, struck by a vehicle, while under the influence of intoxicating alcohol, drugs or narcotics as to be for the time being incapable of proper self-control. Without restricting the generality of the foregoing, any determination, howsoever determined, that any such person had at the same time as sustaining "such injuries" a blood alcohol level of .08 or higher, shall be conclusively deemed to be a determination that such person was under the influence of alcohol at such time;
 - g) by the commission or attempt to commit a criminal offense;
 - h) while acting as a pilot, student pilot, flight instructor or examiner, or crew member of an airplane;
 - i) for any activity that is compensable under Workers' Compensation legislation or that of a similar Board or plan;
 - j) while driving a taxi cab;
 - k) while driving an unlicensed vehicle where a license is required;
 - l) while driving a vehicle without a valid driver's license where one is required;
 - m) by the ownership, use or operation of a watercraft equipped with an inboard jet water propulsion system.

PART 5 – PROVISIONS, CONDITIONS AND LIMITATIONS

- 1) Notice of Claim
Any person entitled to make a claim under this policy shall:
 - a) Give notice of claim in writing to the Insurer not later than 90 days from the date of the accident causing "such injuries", but the failure to give notice shall not invalidate the claim if it is shown that it was not reasonably possible to give the notice within the stipulated time, and that notice was given as soon as it was reasonably possible, and
 - b) Furnish to the Insurer such proof of claim as is reasonably possible within 1 year after the date of the accident causing "such injuries", and
 - c) If requested by the Insurer, furnish a certificate from a licensed medical practitioner as to the cause and nature of "such injuries" for which the claim is being made.
- 2) Sufficiency of Notice
Any written notice to the Insurer required by this section may be either delivered at or sent by registered mail to, either the Head Office of the Insurer, or any branch office of the Association.
- 3) Proof of Loss
 - a) The Insurer shall, upon receiving notice of claim, furnish to the claimant such forms as are usually furnished by it for proofs of claim, and if such forms are not furnished within 15 days after the date on which the notice of claim was received, the claimant shall be deemed to have complied with the requirements of this policy as to the proof of claim, if he/she submits within 60 days after the date of the accident causing "such injuries" a written statement of the happening, character and extent of the loss for which the claim is made.
 - b) The Insurer shall have, and the claimant shall afford to the Insurer, the right and opportunity to have examined by one or more doctors selected by the Insurer, the person of the Insured Member, when and so often as it may reasonably be required during the period of the claim hereunder, and shall also have the right and opportunity to have an autopsy made in the case of death where it is not forbidden by law.
 - c) Any claim made under this policy by a claimant other than the beneficiary shall be subject to proof of the interest of the claimant.
 - d) Notice of claim may be given and proof of claim may be made by the agent of the beneficiary if the beneficiary is absent or unable to do so and such absence or inability is accounted for to the satisfaction of the Insurer.
 - e) If the beneficiary refuses to give notice of claim or make proofs of claim, a person to whom any part of the benefits may be payable may do so.
- 4) Payment of Benefits
All benefits payable under this policy shall be paid within 60 days after the date on which the proofs of claim validly establishing the entitlement to a benefit is received.
- 5) No Waiver by Insurer
The Insurer shall not be deemed to have waived any condition of this policy, either in whole or in part, unless the waiver is clearly expressed in writing signed by an officer of the Insurer.
- 6) Limitation of Actions
 - a) No action or proceedings against the Insurer for the recovery of any claim under this policy shall be commenced prior to the expiration of 60 days after written proof of loss has been filed in accordance with the requirements herein provided, and
 - b) Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.
- 7) Issuance and Furnishing of Policy
Upon request and reasonable notice, the Insurer shall provide a copy of the application and group policy in accordance with the provisions of the *Insurance Act*.

PART 6 – DEFINED TERMS

- Wherever used in this Certificate or in the Group Travel Accident Insurance Policy 1008-12 referred herein, the following terms (unless otherwise defined) herein shall have the following meanings:
- 1) "Airline Injury" means loss of speech, loss of sight, loss of hearing, loss of limb or limbs, paraplegia, quadriplegia, or death effected solely through violent and accidental means and sustained while boarding, alighting from or riding as a private passenger and not as a pilot or crew member in an aircraft operated between certificated or licensed airports by an airline of Canadian or foreign registry holding a valid National Transport Agency license (or its foreign equivalent) provided however that with respect to non-scheduled air services, the aircraft has a gross weight exceeding 8,000 kilograms (excluding such injuries or loss resulting from Terrorism). Any multi-engine aircraft operated for transportation purposes by the Canadian Forces or their British or U.S. counterparts is included but all other military aircraft of any nation are excluded;
 - 2) "Association" shall mean British Columbia Automobile Association;
 - 3) "Automobile Injury" means loss of speech, loss of sight, loss of hearing, loss of limb or limbs, paraplegia, quadriplegia, or death effected solely through violent and accidental means and sustained while boarding, alighting from or riding in any private passenger automobile of the pleasure type, farm vehicle, motorcycle, snowmobile type vehicle, or truck (excluding such injuries or loss resulting from Terrorism);
 - 4) "Beneficiary" means a person designated or appointed in a contract or by declaration, other than the insured person or his personal representative, to whom or for whose benefit insurance money payable in the event of death by accident is to be paid;
 - 5) "boarding or alighting from" applies solely while in physical contact with the mode of transportation outlined and does not apply once the means of transportation has been vacated;
 - 6) "Common Carrier Injury" means loss of speech, loss of sight, loss of hearing, loss of limb or limbs, paraplegia, quadriplegia, or death effected solely through violent and accidental means and sustained while boarding, alighting from or riding as a private passenger and not as an operator or crew member in any public land or water conveyance provided by a common carrier primarily for passenger service (excluding such injuries or loss resulting from Terrorism);
 - 7) "Insurer" means BCAA Insurance Corporation;
 - 8) "Insured Member" shall mean that person or persons who qualify as Member(s) under the By-Laws of the Association in force at the relevant date and are insured as evidenced by this Certificate;
 - 9) "Loss" shall mean, with regard to hands and feet, complete severance through or above the wrist or ankle joints; with regard to arms or legs, complete severance through or above the elbow or knee; with regard to eyes, entire and irrevocable loss of sight; with regard to speech or hearing, entire and irrevocable loss thereof;
 - 10) "Paraplegia" means the complete and irreversible paralysis of both lower limbs and must be continuous for 12 months from the date of the accident causing the loss for which the benefit is payable;
 - 11) "Pedestrian Injury" means loss of speech, loss of sight, loss of hearing, loss of limb or limbs, paraplegia, quadriplegia, or death effected solely through violent and accidental means and sustained by being struck while a pedestrian by any motor vehicle ordinarily operated on the public streets and highways (excluding such injuries or loss resulting from Terrorism);
 - 12) "Policy holder" means British Columbia Automobile Association;
 - 13) "Private passenger vehicle" means an automobile licensed for road use but not licensed to carry passengers for hire and with a Gross Vehicle Weight of 5,000 kilograms or less;
 - 14) "Quadriplegia" means the complete and irreversible paralysis of both upper limbs and both lower limbs and must be continuous for 12 months from the date of the accident causing the loss for which the benefit is payable;
 - 15) "such injuries" means loss of speech, loss of sight, loss of hearing, loss of limb or limbs, paraplegia, quadriplegia, or death as insured under the Insuring Agreement;
 - 16) "Terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or installing fear in the public or a section of the public;
 - 17) "Terrorism Injury" means loss of speech, loss of sight, loss of hearing, loss of limb or limbs, paraplegia, quadriplegia, or death effected solely through an act of Terrorism, for such injuries or loss resulting from "Airline Injury", "Automobile Injury", "Common Carrier Injury", "Pedestrian Injury" or "Watercraft Injury" as defined;
 - 18) "truck" means an automobile licensed for road use but not licensed to carry passengers for hire and with a Gross Vehicle Weight of 5,000 kilograms or less;
 - 19) "watercraft" means a vessel manufactured for travel on water;
 - 20) "Watercraft Injury" means loss of speech, loss of sight, loss of hearing, loss of limb or limbs, paraplegia, quadriplegia, or death effected solely through violent and accidental means and sustained while boarding, alighting from or riding in any private passenger watercraft of the pleasure type (excluding such injuries or loss resulting from Terrorism).

PART 7 – TERMINATION OF BENEFITS

- 1) The benefits provided as evidenced by this Certificate may be terminated by the Insured Member at any time upon request. The Insurer shall refund the excess of premium actually paid by the Insured Member calculated on a short rate basis. The minimum retained premium is \$25.00. Any return premium calculated at \$25.00 or less is considered to be fully earned and no refund is due. However, for certificates with a term of more than 190 days, a full refund is available if the Insured Member gives the Insurer written notice of terminating the benefits within 10 days after receiving the Certificate.
- 2) In the event of termination of the Master Group Travel Accident Insurance Policy No. GA 1008-12 by the Insurer, benefits as shown herein shall continue until the anniversary date of the individual Certificate, following the effective date of such termination.
- 3) Benefits will terminate automatically and without further notice if the premium has not been paid within 60 days following the renewal date.
- 4) In the event of termination of the BCAA membership, benefits as shown herein shall continue until the anniversary date of the individual Certificate, unless otherwise cancelled.

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TRAVEL ACCIDENT INSURANCE UPGRADE

Thinking about increasing your accident protection? Simply check the coverage level you wish and return this form to upgrade your Travel Accident Insurance.

Choice (Tick One)	Plan	Annual Premium	COVERAGE	
			Automobile Injury Pedestrian Injury Terrorism Injury Watercraft Injury	Airline Injury Common Carrier Injury
<input type="checkbox"/>	Platinum	\$50	\$75,000	\$225,000
<input type="checkbox"/>	Diamond	\$40	\$50,000	\$150,000
<input type="checkbox"/>	Gold	\$26	\$25,000	\$75,000

WAYS TO PAY

- CHEQUE MONEY ORDER Or call us at 1.888.268.2222 to pay by Credit Card.

Need Assistance? Call us at 1.888.268.2222

Underwritten by BCAA Insurance Corporation