

**Q.E.F. No. 34**  
**ACCIDENT BENEFITS ENDORSEMENT**

In consideration of the premium charged, the Insurer agrees to pay the applicable benefit(s) stated in Policy Declarations but only under the section(s) or subsection(s) for which a premium is specified, to or with respect to each insured person as defined in this endorsement who sustains bodily injury or death directly and independently of all other causes by an accident arising out of the use, operation or existence of an automobile.

The amount stated under each section or subsection shall be the maximum payable per insured person per accident, irrespective of the number of automobiles insured under the contract.

Every person entitled to indemnity under this endorsement shall, as a condition precedent to their right to be indemnified, comply with all the conditions of this endorsement as well as the conditions of this contract.

**SECTION 1 - MEDICAL PAYMENTS, DEATH AND DISMEMBERMENT BENEFITS**

**Subsection 1 - Death Benefits**

The amount payable under this subsection for death which ensues within twelve months of the accident shall be a percentage of the principal sum stated in subsection 1 of section 1, above, in accordance with the following schedule:

(a) the Named Insured .....	100%
(b) the spouse of the Named Insured .....	50%
(c) any dependent child .....	10%

An additional 10% of the principal sum shall be payable for each dependent child upon the death of the Named Insured or of his or her spouse.

For the purposes of subsection 1:

- (1) the total sum payable with respect to the death of an insured person shall be paid to his or her surviving spouse, if any. The total sum payable with respect to the death of a person without a spouse but with dependents shall be divided equally among such dependents. The total sum payable with respect to the death of a person without a spouse or dependents shall be paid to his or her succession. The total sum payable with respect to the death of a dependent child shall be paid to the Named Insured;
- (2) the amount payable hereunder for the death of any person shall be reduced by the amount of any payments made to or for such person with respect to the same accident under subsection 2 of this endorsement.

**Subsection 2 - Dismemberment**

The amount payable under this subsection for dismemberment or loss of sight which ensues within twelve months of the date of the accident shall be a percentage of the principal sum stated in subsection 2 of section 1, above, in accordance with the following schedule:

**For specific Loss of:**

both hands or feet or sight of both eyes .....	100%
one hand and one foot .....	100%
one hand or one foot and sight of one eye .....	100%
one arm above elbow or one leg above knee .....	75%
one hand or one foot or sight of one eye .....	50%

For the purposes of subsection 2:

- (1) loss shall mean entire and irrecoverable loss of sight or actual severance through or above wrist, elbow, ankle or knee joints;
- (2) the amount payable under this part shall in no event exceed the principal sum.

**Subsection 3 - Medical expenses**

This subsection provides reimbursement of all reasonable expenses incurred, within two years from the date of accident, as a result of such injury for medical, surgical, dental, ambulance, hospital and professional nursing.

**Exclusions**

The Insurer shall not be liable under this subsection:

- (a) for those portions of such expenses covered by any medical, surgical, dental or hospitalization plan or law or, except for similar insurance, under any other insurance contract;
- (b) for any sum in excess of the amount stated in subsection 3 of section 1, above, of this endorsement.

**SECTION 2 - TOTAL DISABILITY**

Coverage under this section shall be excess insurance only in respect of any benefits payable under the Act respecting industrial accidents and occupational diseases or the Crime Victims Compensation Act or by the Société de l'assurance automobile du Québec under the Quebec Automobile Insurance Act.

The weekly benefit stated in this endorsement shall be for the period during which the injury shall wholly and continuously disable such insured person, subject to the following provisions:

- (a) the Named Insured was employed at the date of the accident; a person shall be deemed to be employed (a) if actively engaged in an occupation or employment for wages or profit at the date of the accident, or (b) if between 21 and 65 years of age, so engaged for any six months out of the preceding twelve months;
- (b) within twenty days from the date of the accident which injury prevents the Named Insured from performing any and every duty pertaining to his occupation or employment;
- (c) where benefits payable exceed the money value of the time of the insured person, the liability of the Insurer shall be limited to such value; where benefits are payable under this endorsement and under other contracts, the liability of the Insurer shall be determined according to the following formula:

money value of the insured person's time X benefit under this endorsement  
sum of the benefits payable under all contracts

- (d) no benefit shall be payable for the first seven days of such disability nor for any period in excess of 104 weeks; if at the end of such 104 weeks it has been established that such injury has permanently and totally disabled the Named Insured from engaging in any occupation or employment for wages or profit, the Insurer agrees to pay such weekly benefit for a further period of up to 156 weeks.

## GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS

### 1. DEFINITIONS

In this endorsement:

The words **dependent child** mean:

- (a) any child under the age of 18 years for whose support the Named Insured or his or her spouse is legally responsible and who is actually dependent upon the Named Insured or his or her spouse for financial support;
- (b) any child 18 years of age or over whose domicile is the same as the Named Insured's and who is totally dependent on the Named Insured or his or her spouse, or both, for financial support, because of mental or physical disability;

the words **insured persons** mean:

- (a) in respect of section 1, the Named Insured, his or her spouse and any dependent child of either;
- (b) in respect of section 2, the Named Insured;

the word **Insured** means:

the Named Insured or if the Named Insured is a legal person, partnership or association, any employee, shareholder, member or partner thereof who regularly uses the Described Automobile for which a premium has been stated in respect of this endorsement;

the unqualified word **dependent(s)** means:

- (a) the dependent children as defined above;
- (b) the victim's father and mother, whose domicile is the same as the victim's at the time of accident and who is principally dependent upon the victim for financial support.

### 2. EXCLUSIONS

The Insurer shall not be liable for bodily injury to or death of any person:

- (a) caused directly or indirectly by sickness or disease unless the claimant establishes that such sickness or disease was contracted as a direct result of an accident covered by this contract;
- (b) resulting from suicide of such person, or attempt suicide, whether sane or insane, prior to two years of uninterrupted insurance;
- (c) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by operation of armed forces during hostilities, whether war be declared or not.

### 3. NOTICE AND PROOF OF CLAIM

Except in the event of death, the insured person or the person otherwise entitled to make claim, or the agent of either, shall:

- (a) give written notice of loss to the Insurer within thirty days of acquiring knowledge of it;
- (b) within ninety days of acquiring knowledge of the loss, transmit to the Insurer all the information the Insurer may reasonably expect as to the circumstances and extent of the loss;
- (c) prove that it was impossible for the person entitled to the payment to act within the prescribed time. Such person shall not be prevented from receiving payment, provided the notice is sent to the Insurer within one year of the loss;
- (d) if so required by the Insurer, furnish a medical certificate as to the cause and nature of the injury for which the claim is made and as to the duration of the disability caused thereby.

In the event of death, written proof of claim must be transmitted to the Insurer with supporting evidence, including evidence as to the death of the insured person, the cause of death and the rights of the claimant.

### 4. MEDICAL EXAMINATIONS AND AUTOPSY

The Insurer has the right, if justified to do so due to the nature of the disability or of the loss, to examine the insured person when and as often as it reasonably requires while the claim is pending, and the insured person shall submit to such examination.

In the case of death of the insured person, the Insurer has the right to make an autopsy subject to the provisions of the Civil Code of Quebec.

### 5. MANNER OF PAYMENT, ACQUITTANCE AND SUBROGATION

The Insurer may pay any person entitled to indemnity under this endorsement or pay any person or organization rendering any of the services provided herein on behalf of such persons and such payment shall reduce the amount recoverable under section 1 of this endorsement. Payment may not be set up against the Insured or the Insurer in respect of civil liability and the Insurer may demand as a condition precedent to payment acquittances and subrogation of right in favour of the Insurer to the extent of such payment.

### 6. TIME OF PAYMENT

- (a) All amounts payable under this endorsement other than benefits under subsection 1 of section 1 and section 2 hereof shall be paid by the Insurer within sixty days after it has received proof of claim. Benefits under subsection 1 of section 1 and the initial benefits under section 2 hereof shall be paid within thirty days after it has received proof of claim and under section 2 payment shall be made thereafter within each thirty day period while the Insurer remains liable for payments if the insured person, whenever required to do so, furnishes prior to payment proof of continuing disability.
- (b) Every action against the Insurer for the recovery of a claim under this endorsement is prescribed by three years from the date of the right of action has arisen.

All other terms and conditions of the contract remain the same.