

Transport Accident Insurance Plus



AIG Insurance Company of Canada



Arranged through:
Lussier Dale Parizeau Inc.
Montreal, Quebec

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This insurance is issued to the person named as the contract holder on the proof of insurance. This document, along with the proof of insurance, describes the terms and conditions of your insurance, some of which may limit benefits and amounts payable. Please read them carefully to understand the conditions of your insurance.

You have 10 days from the date of receipt to examine these documents. If you are not entirely satisfied and you advise Cabinet en assurance de personnes CAA-Québec within that time, your premium will be refunded in full. Your signature is required for any cancellation request.

Definitions

Accident means a sudden, unexpected, unintended, unforeseeable external event, occurring during the coverage period in any of the situations specified in the description of coverage section and resulting, independently of any other cause, in injury.

Accidental means caused by an accident, as defined above.

Activities of daily living means the following 6 activities:

- 1) Maintaining continence: controlling urination and bowel movements including the ability to use ostomy supplies or other devices such as catheters;
- 2) Transferring: moving between a bed and a chair, or a bed and a wheelchair;
- 3) Dressing: putting on and taking off all necessary items of clothing;
- 4) Toileting: getting to and from a toilet, getting on and off a toilet, and performing associated personal hygiene;
- 5) Eating: performing all major tasks of getting food into the body; and
- 6) Bathing: washing in either a tub or shower, including the task of getting in or out of the tub or shower.

Airbag means a safety device consisting of a flexible envelope which, in the event of an impact, inflates instantly to protect passengers from being flung against the vehicle structure.

Bicycle means a two, three or four-wheeled vehicle driven by a pedal system that drives the rear wheel.

Coma or comatose means a state of profound stupor or complete and total unconsciousness.

Contract holder means an individual who is 18 years of age or over, of Canadian nationality, either through citizenship or landed immigrant status, who is eligible to RAMQ or any other Canadian provincial or territorial government health program and who has willingly subscribed to the insurance provided herein.

Coverage period means the duration for which the insurance is in effect, beginning on the effective date and ending on the expiry date.

Covered loss means any loss described in the schedule of losses, subject to the following specifications:

- **loss of life** means accidental death;
- **loss of use** means total and irremediable loss of use of any limb, which must be continuous for 12 months, with nerve damage determined to be permanent;
- **loss of arm or leg** means actual severance through or above elbow or knee joint;
- **loss of hand or foot** means actual severance through or above wrist or ankle joint but below the elbow or knee joint;
- **loss of thumb and index finger of the same hand** means complete severance through or above the first phalange;
- **loss of 4 fingers of the same hand** means complete severance through or above the first phalange of all 4 fingers;
- **loss of all toes of one foot** means complete severance of both phalanges of all toes;
- **loss of the entire sight of one or both eyes** means the total and irremediable loss of sight such that corrected visual acuity must be 20/200 or less and the field of vision must be less than 20 degrees. A qualified ophthalmologist must confirm the diagnosis in writing;
- **loss of hearing in one or both ears** means the diagnosis of permanent hearing loss, with an auditory threshold of more than 90 decibels. A qualified otorhinolaryngologist must confirm the diagnosis in writing;
- **loss of speech** means entire and irremediable loss of the ability to utter intelligible sounds;
- **quadriplegia, paraplegia and hemiplegia** mean complete and irreversible paralysis of the affected limbs.

Cyclist means a person who rides a bicycle for recreational purposes and outside of his work environment.

Dependent child means any natural child, adopted child, step-child or child dependent upon you or your spouse in a parent-child relationship for maintenance and support, who is eligible to RAMQ or any other Canadian provincial or territorial government health program and who is:

- a) under 23 years of age, unmarried and dependent upon you or your spouse for maintenance and support and who is not engaged in gainful employment more than 25 hours per week at the time of loss; or
- b) under 26 years of age, unmarried and in attendance at a higher educational institution and dependent upon you or your spouse for maintenance and support and who is not engaged in gainful employment more than 25 hours per week at the time of loss (excluding during school breaks and paid internships); or
- c) by reason of mental or physical infirmity, incapable of self-sustaining employment and who is considered your or your spouse's dependent child within the terms of the Income Tax Act (Canada).

Effective date means the effective date indicated on your latest proof of insurance document.

Expiry date means the expiry date indicated on your latest proof of insurance document.

Higher educational institution as used herein, includes, but is not limited to, any university, a post-secondary college, trade schools and any General and Vocational College (CEGEP). This excludes preschools, primary and secondary schools.

Family protection, if indicated on your proof of insurance, means that you, your spouse and dependent children are covered under this insurance. Should you apply for a family protection subsequently, your protection will become effective on the date we receive your application and the appropriate payment.

Individual protection, if indicated on your proof of insurance, means that only you are covered under this insurance.

Injury means bodily injury which the insured person suffers during the coverage period and resulting directly and independently of any other cause, from an accident.

Insured person with regards to individual protection, means you; and with regards to family protection, means you and your eligible spouse and dependent children.

Insurer means AIG Insurance Company of Canada.

Member of the immediate family means a person who is related to the insured person in any of the following ways: spouse, brother-in-law or sister-in-law, son-in-law or daughter-in-law, father-in-law or mother-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (including legally adopted and stepchild).

Off-road vehicle means all motorized vehicles designed or adapted to be operated on uneven or unpaved terrain or terrain that is difficult to access, especially surfaces covered with snow, ice, earth, sand or gravel, as well as in wooded areas and other natural environments and used exclusively for recreational purposes. This definition includes:

- 1) Snowmobiles;
- 2) All-terrain vehicles (ATV).

Pedestrian means an individual moving by foot from place to place outside his work environment. It does not cover an individual who is using rollerblades, skateboard, kick scooter (motorized or not), wheelchair, motorized mobility aids (MMAs) or any other similar equipment.

Pleasure craft means a boat or plane or any other description of watercraft or aircraft which is self-propelled, used exclusively for recreational purposes and does not carry any passengers or goods for hire, reward, remuneration or any form of profit. The pleasure craft must be operated in strict compliance with any applicable local licensing and registration laws.

Private passenger vehicle means a motor vehicle with two axles, belonging to a person or rented, designed and manufactured to travel on public roads and mainly intended for the transportation of people but not licensed to carry passengers for hire, having a maximum seating capacity of 9 and being of the pleasure type, such as an automobile, a family van or minivan or a pickup truck whose net weight is less than 4,500 kg. This definition also includes:

- 1) Motor home;
- 2) Road motorcycle;
- 3) Road moped;
- 4) Road scooter.

It is understood that the insurance covers any passenger vehicle hauling a trailer or in the case of a motor home, another vehicle.

Proof of insurance means the document which has been issued to you in consideration of your application or renewal for insurance and your payment of premium.

Public conveyance means any land, air or water conveyance operated under a license for the transportation of passengers for hire and for which a ticket has been obtained and/or a fare has been paid. Public conveyance does not include a scheduled airline flight and any conveyance that is hired or used for a sport, gamesmanship or contest, regardless of whether such conveyance is licensed as such.

Seat belt means a lap or lap and shoulder restraint device or a child restraint device, which has been installed and utilized in accordance with the manufacturer's instructions.

Scheduled airline flight means any air conveyance operated under a license for the transportation of passengers for hire and for which a ticket has been obtained and/or a fare has been paid. The airplane must be on a scheduled flight, operated in strict compliance with any applicable local licensing and registration laws and flown by a duly licensed pilot. Scheduled airline flight does not include any conveyance that is hired or used for a sport, gamesmanship or contest, regardless of whether such conveyance is licensed as such.

Spouse means either a person who is eligible to RAMQ or any other Canadian provincial or territorial government health program and who is either a person with whom you are legally married or in a civil union, or with whom you are living in a conjugal relationship and which you have not been separated for 90 days or more due to the breakdown of your relationship. Where more than one qualifies, your spouse for the purposes of this insurance is the person to whom you are legally married.

Sum insured means the amount for which the contract holder is covered with respect to each type of accident as specified in the Description of coverage.

Ticket means a form of documentation which allows for the admission of an insured person onto a public conveyance or a scheduled airline flight.

Total and permanent disability means a state resulting from an injury that requires treatment by a physician within 30 days of the date of accident causing injury which prevents an insured person from performing at least 2 of the 6 activities of daily living without assistance from another person. Also, the insured person must be determined, on evidence satisfactory to the insurer, to be and remain, as of 12 months after the date of the injury, incapable of performing at least 2 of the 6 activities of daily living, without assistance from another person for the remainder of his or her lifetime. The disability must be determined to be total, permanent and irreversible and certified to be such by a physician acceptable to the insurer. The insured person's inability to actually obtain employment is not a criteria to qualify for total and permanent disability benefit.

We, us and **our**, refer to 9099-0383 Québec inc. f.a.s. Cabinet en assurance de personnes CAA-Québec.

You and **your**, refer to the person identified as the contract holder on the proof of insurance.

Insuring agreement

The insurer will pay benefits as specifically provided by this insurance resulting, directly and independently of all other causes, from an accident, provided the accident occurs in any of the situations specified in the description of coverage section and takes place during the coverage period.

Description of coverage

This insurance shall cover losses resulting from injuries sustained from an accident occurring during the coverage period, in one of the following situations only:

Coverage A

On a scheduled airline flight — while the insured person is travelling on a scheduled airline flight, including boarding and alighting; or

Coverage B

On a public conveyance — While the insured person is travelling on a public conveyance, including getting in and out; or

Coverage C

In a pleasure craft — While an insured person is travelling in a pleasure craft, including getting in and out; or

In a private passenger vehicle — While the insured person is travelling in a private passenger vehicle, including getting in and out; or

In or on an off-road vehicle — While an insured person is riding an off-road vehicle, including getting in and out; or

On a bicycle — While the insured person is riding, including getting on or off a bicycle as a cyclist; or

As a pedestrian — When the insured person is struck by a public conveyance, a pleasure craft, a private passenger vehicle, an off-road vehicle, a train or a bicycle.

Sum insured

The sum insured, depending on the coverage, is:

Coverage A :	\$500,000
Coverage B :	\$200,000
Coverage C :	\$200,000

Accidental Death, Dismemberment, Paralysis and Loss of Use

If a covered loss occurs within 365 days from the date of the accident causing the loss, the insurer will pay a lump-sum payment as indicated in the following table of losses:

1. Individual protection

Table of losses

	Coverage A	Coverage B	Coverage C
Loss			
Of life			
Of the entire sight of both eyes	\$500,000	\$200,000	\$200,000
Of speech			
Of hearing in both ears	\$375,000	\$150,000	\$150,000
Of the entire sight of one eye			
Of hearing in one ear	\$333,333	\$133,333	\$133,333
Of the thumb and the index finger of the same hand	\$166,667	\$66,667	\$66,667
Of four fingers of the same hand			
Of all toes of one foot	\$125,000	\$50,000	\$50,000
Loss or loss of use			
Of one arm or one leg	\$400,000	\$160,000	\$160,000
Of one hand or one foot	\$375,000	\$150,000	\$150,000
Paralysis			
Quadriplegia (all limbs)			
Paraplegia (lower limbs)	\$1,000,000	\$400,000	\$400,000
Hemiplegia (limbs of the same side)			

If, as a result of any one accident, an insured person sustains more than one covered loss, the insurer will pay the amount provided for each covered loss, up to the amount applicable for loss of life.

Reduction of coverage due to age

Some benefits are reduced due to age. **If the insured person is 70 years of age or over**, his coverage is reduced as follows:

Coverage A: On a scheduled airline flight

At age 85: The sum insured is reduced to 75% of the amount, from \$500,000 to \$375,000.

Coverage B: On a public conveyance

At age 85: The sum insured is reduced to 75% of the amount, from \$200,000 to \$150,000.

Coverage C: In a pleasure craft In a private passenger vehicle In or on an off-road vehicle On a bicycle As a pedestrian

At age 70: The sum insured is reduced to 25% of the amount, from \$200,000 to \$50,000.

At age 85: The sum insured is reduced to 15% of the amount, from \$200,000 to \$30,000.

These reductions do not result in any premium reduction.

Table of losses with reduction of coverage due to age

	Coverage A	Coverage B	Coverage C	
	Age 85 and over	Age 85 and over	Age 70 to 84	Age 85 and over
Loss				
Of life	\$375,000	\$150,000	\$50,000	\$30,000
Of the entire sight of both eyes				
Of speech	\$281,250	\$112,500	\$37,500	\$22,500
Of hearing in both ears				
Of the entire sight of one eye	\$250,000	\$100,000	\$33,333	\$20,000
Of hearing in one ear				
Of the thumb and the index finger of the same hand	\$125,000	\$50,000	\$16,667	\$10,000
Of four fingers of the same hand				
Of all toes of one foot	\$93,750	\$37,500	\$12,500	\$7,500
Loss or loss of use				
Of one arm or one leg	\$300,000	\$120,000	\$40,000	\$24,000
Of one hand or one foot	\$281,250	\$112,500	\$37,500	\$22,500
Paralysis				
Quadriplegia (all limbs)				
Paraplegia (lower limbs)	\$750,000	\$300,000	\$100,000	\$60,000
Hemiplegia (limbs of the same side)				

2. Family protection (if applicable)

- a) For injury to you:
Amount under the individual protection.
- b) For injury to your spouse:
 - (i) If you have no dependent child on the date of the accident, the benefit for your spouse will be 50% of the amount under the individual protection;
 - (ii) If you have a dependent child on the date of the accident, the benefit for your spouse will be 40% of the amount under the individual protection.
- c) For injury to a dependent child:
 - (i) If you have no spouse on the date of the accident, the benefit for any dependent child will be 20% of the amount under the individual protection;
 - (ii) If you have a spouse on the date of the accident, the benefit for any dependent child will be 5% of the amount under the individual protection.

Disappearance

If the body of an insured person has not been found within 365 days of the forced landing, stranding, sinking or wrecking of a conveyance in which such person was an occupant, then, for the purposes of this insurance such insured person shall, in the absence of any evidence to the contrary, be deemed to have suffered loss of life.

Benefits**Total and permanent disability benefit**

If an insured person under 70 years of age suffers injury resulting in total and permanent disability within 365 days of the date of the accident, and if such disability is continuous for 12 months, the insurer will pay the difference between the amount which, according to the table of losses, would have been payable if the insured person had suffered loss of life and any other amount paid or payable under this insurance in respect to the injuries sustained.

Rehabilitation benefit

If an insured person suffers injury resulting in a covered loss and needs physical rehabilitation in order to be able to perform activities of daily living, the insurer will reimburse the reasonable and necessary expenses incurred for this purpose by the insured person within 2 years from the date of the accident, up to a maximum amount of \$25,000 per accident. No payment shall be made for room and board and living expenses.

Vocational rehabilitation benefit

If, as a result of a covered loss from accidental injuries, an insured person incurs occupational training expenses within a maximum of 3 years following the accident, the insurer will reimburse these expenses up to a maximum amount of \$25,000. No payment shall be made for room and board and living expenses.

Prosthetic appliances benefit

If an insured person suffers injury resulting in a covered loss and needs an artificial limb, an hearing aid, a prosthetic eye or any other prosthetic appliance prescribed by a legally qualified physician, the insurer will reimburse the reasonable expenses incurred for this purpose within 2 years from the date of the accident, up to a maximum amount of \$2,500 per accident.

Family transportation benefit

If an insured person suffers injury resulting in a covered loss and is hospitalized more than 100 kilometers away from their city of residence and if the attending physician recommends the personal attendance of a member of the immediate family, the insurer will reimburse the actual expenses incurred by that family member for transportation by the most direct route by a licensed common carrier to the hospitalized insured person. If travelling by private passenger vehicle, a fixed rate of 0.40 \$ per kilometre is allotted for usage and gas expenses. The maximum amount for this benefit is \$10,000.

Furthermore, the insurer will reimburse the reasonable and necessary expenses incurred by the family member up to a maximum amount of \$150 per day, for a period of 7 consecutive days, for room and board and living expenses.

Repatriation benefit

If an insured person suffers injury resulting in loss of life more than 50 kilometers away from their city of residence and such loss of life occurs within 365 days of the date of the accident causing the injury, the insurer will reimburse the actual expenses incurred for preparing the deceased insured person for burial or cremation and shipment of the remains to the deceased person's city of residence, up to a maximum amount of \$15,000 per insured person.

Funeral benefit

If an insured person suffers injury resulting in loss of life, the insurer will reimburse the person who has incurred the actual expenses pertaining to the cremation, burial or funeral of the insured person up to a maximum amount of \$5,000 per insured person, regardless if the funeral prearrangements were made.

Identification of the body benefit

If an insured person suffers injury resulting in loss of life more than 50 kilometers away from their city of residence, and if the body of the insured person needs to be identified, the insurer will reimburse to the person travelling to identify the body the reasonable expenses incurred for transportation by the most direct route where the body is located and hotel accommodations for a maximum duration of 3 consecutive nights, up to a maximum amount of \$5,000.

Coma benefit

If an insured person suffers injury resulting in a covered loss and becomes disabled by coma within 90 days of the date of the accident, and coma is continuous and persistent for a period of 90 consecutive days after which a doctor determines that the coma is permanent, the insurer will pay a monthly benefit equal to 1% of the sum insured, according to the table of losses, which would have been payable if you had lost your life. The monthly benefit will be reduced by any other amount received under this insurance due to the same accident (injury or covered loss) and is payable retroactively to the first day of coma, up to a maximum of 100 payments per insured person.

Day care benefit***(Applicable to family protection)***

If you or your spouse suffers an injury resulting in loss of life, the insurer will reimburse day care expenses for any dependent child, if at the time of death or no later than 90 days after, is enrolled full time in a commercial and licensed day care centre and is under 13 years of age. This benefit is payable annually up to a maximum of \$5,000 per year for 4 consecutive years per dependent child.

Dependent child education benefit***(Applicable to family protection)***

If you or your spouse suffers an injury resulting in loss of life, the insurer will reimburse the annual tuition fees charged by a higher educational institution, not including room and board and living expenses, up to a maximum of \$5,000 per school year per dependent child as long as they are already enrolled as a full time student at the time of death and continue to attend without interruption. This benefit is payable annually up to a maximum of 4 consecutive years per dependent child and up to a maximum of \$125,000 per family.

Spousal educational benefit *(Applicable to family protection)*

If you or your spouse suffers injury resulting in loss of life, the insurer will reimburse the surviving spouse the cost incurred for a professional or trades training program in which such spouse enrolls for the purpose of obtaining an independent source of support and maintenance, within 36 months of the insured person's loss of life, not including room and board, up to a maximum amount of \$15,000.

Additional benefits exclusively for CAA-Quebec members

If, as a result of a covered loss from accidental injuries, you or your spouse, in the case of a family protection, is a member of CAA-Quebec at the time of the accident, these two benefits are exclusively offered :

Home alteration and vehicle modification benefit

If the insured person requires the use of a wheelchair to be ambulatory, then the insurer will reimburse, upon presentation of proof of payment:

- a) the one-time cost of alterations necessary to make the insured person's residence habitable and wheelchair accessible, provided such alterations are recommended by a recognized organization providing support and assistance to wheelchair users and are made by a person or persons experienced in that type of work; and
- b) the lesser of:
 - (i) the one-time cost of modifications necessary to make the motor vehicle in which the insured person usually travels accessible or drivable provided such modifications are carried out by a person or persons with experience in such matters and modifications are approved by the vehicle licensing authorities in the province of residence of the insured person.
 - (ii) the one-time cost to purchase a wheelchair accessible specifically modified vehicle.

The maximum amount payable under items a) and b) combined is \$15,000 per accident.

Seat belt and airbag benefit

If the insured person, while driving or riding in a passenger vehicle, is the victim of an accident causing his loss of life, and:

- 1) if it is certified that, at the time of the accident, the insured person was wearing a properly fastened seat belt. The seat belt usage must be verified by a coroner, a police officer or any other person of competent authority; or
- 2) if the insured person was sitting in a seat protected by an airbag that inflated on the impact;

the amount for loss of life, calculated in accordance with the table of losses, will be increased by 10%.

However, if both conditions 1) and 2) are met, the amount for loss of life, calculated in accordance with the table of losses, will be increased by 20%.

Limitations

Aggregate limit per accident

The insurer will not pay more than \$20,000,000 per accident for all Personal Accident Insurance and Transport Accident Insurance Plus contracts issued by CAA-Quebec, regardless of the number of insured persons involved in any one accident. If the total of all benefits payable as a result of any one accident exceeds \$20,000,000, then the total amount of the benefit applicable to each insured person shall be reduced proportionately.

No duplication of coverage

There shall be no duplication of coverage. In the event that a person is covered under a Personal Accident Insurance and a Transport Accident Insurance Plus contract as an "insured person", this person shall be deemed to be covered under the contract that provides the greatest amount of insurance coverage.

Exclusions

The insurer will not cover any losses caused or sustained, directly or indirectly, solely or partly, by the following:

- 1) suicide or any attempt thereat, while sane;
- 2) self-inflicted injury or any attempt thereat, while sane or insane;
- 3) declared or undeclared war or any act thereof;
- 4) sickness, disease, mental incapacity or bodily infirmity;
- 5) stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis or an aneurysm;

- 6) while the insured person is using rollerblades, skateboard, kick scooter (motorized or not), wheelchair, motorized mobility aids (MMAs) or any other similar equipment;
- 7) while the insured person travels in any aircraft, including boarding and alighting, or in a public conveyance, including getting in and out, as pilot, instructor, operator or crew member;
- 8) while the insured person travels in any aircraft, including boarding and alighting, or in a public conveyance, including getting in and out, that is hired or used for a sport, gamesmanship or contest, regardless of whether such conveyance is licensed as such;
- 9) while the insured person travels in any aircraft or any craft designed to fly or glide above the earth's surface, including boarding and alighting, if:
 - i) used for crop dusting, spraying, seeding, fire-fighting, traffic control, air ambulance, pipeline or power line inspection, aerial photography, exploration, racing, endurance tests or acrobatic flying; or
 - ii) operated to or from an off-shore landing site; or
 - iii) used in any operation that requires a special permit from the Civil Aviation Branch of Transport Canada, even if it is granted (this does not apply if the permit is required only because of the territory flown or landed on);
- 10) infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes;
- 11) while the insured person is on full-time active duty in the armed forces or organized reserve corps of any country or international authority;
- 12) while the insured person drives any passenger vehicle, or any means of transportation or conveyance under the influence of an intoxicant is his blood alcohol is over 80 milligrams in 100 millilitres of blood;
- 13) while the insured person is under the influence of a drug (excluding cannabis) or substance which is controlled as indicated under the laws of the jurisdiction where the accident occurred to such an extent that it causes or contributes to the loss, unless taken pursuant to the advice of and in strict accordance with the instructions of a duly licensed physician;
- 14) while the insured person is in the course of committing or attempting to commit any act which, if adjudicated by a court, would be an indictable offence under the laws of the jurisdiction where the act was committed;
- 15) while the insured person travels on a tool vehicle or a service vehicle, including getting in and out;
- 16) any natural cause.

Conditions

Renewals, grace period

This insurance is annual and issued in consideration of the advance payment of the premium required for the initial coverage period. It may be renewed from coverage period to coverage period by paying the annual premium prior to the expiry date or during the grace period of 45 days. The cost of the insurance is not guaranteed and may change at renewal. In such case, you will receive a notice advising you of the change.

Beneficiary

Any claims payable under this insurance will be payable to you, if living. In case of your own accidental death, the benefit will be payable to the beneficiary designated on your proof of insurance. If there is no such designation, it will be payable to your Estate.

In Quebec, the designation of your spouse with whom you are legally married or in a civil union is irrevocable, unless specified otherwise on your application for insurance.

Termination date

The insurance ends on the earliest of:

- a) the date the policy is terminated by the insurer;
- b) the expiry date indicated on your proof of insurance if the premium payment is not received within 45 days from this date;
- c) the date you no longer satisfy the definition of contract holder.

Termination by you

You may terminate this insurance at any time by giving written notice or by contacting the Cabinet en assurance de personnes CAA-Québec. We shall refund the unused portion of the premium according to our table at the time of termination. Your signature is required for any cancellation request.

Termination by us

We may terminate this insurance at any time by giving written notice of termination to you and by refunding, concurrently with the giving of notice, the amount paid in excess of the proportional premium for the expired time.

The notice of termination may be personally delivered to you, or it may be sent by registered mail to your latest address on our records. Termination takes effect 15 days after the date of delivery of the notice or 15 days counted from the day following the date of mailing sent by registered mail, as the case may be.

Notice and proof of claim

In the event of a claim, you, a beneficiary entitled to make a claim or an agent of one of these persons, will,

- a) give written or verbal notice to Cabinet en assurance de personnes CAA-Québec no later than 30 days from the date of the accident; and
- b) within 90 days of the date of the covered loss, provide the insurer such proof as reasonably possible in the circumstances.

Failure to give notice or proof

Failure to give notice or proof of claim within the time prescribed above does not invalidate the claim if the notice or proof is provided as soon as reasonably possible, and in no event later than one year from the date of the accident.

Rights of examination

As a condition for the settlement of a claim under this insurance,

- a) the claimant shall afford the insurer an opportunity to examine the insured person when and so often as reasonably required; and
- b) in the case of death of the insured person, the insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

Limitation of actions

An action or proceeding against the insurer and/or us for the recovery of a claim under this insurance shall not be commenced more than one year after the date the indemnity became payable or would have become payable if it had been a valid claim.

Notice concerning privacy

By purchasing this insurance, you have provided us with your consent to the collection, use and disclosure of your personal information, including that previously collected, for the purpose of communicating with you, assessing your application and issuing your insurance.

We may also occasionally notify you of special offers relating to CAA-Quebec products and services and those of its partners. However, if you do not wish to be informed of these offers, or if you wish to access your personal information we have on file, you may write to our Privacy officer at:

CAA-Quebec
444 Bouvier Street
Quebec, QC G2J 1E3

Your insurance file will be kept confidential at our offices. Your personal information may be shared with AIG Insurance Company of Canada for the purpose of claim processing.

Identifications of parties

This insurance is underwritten by:

AIG Insurance Company of Canada
2000 McGill College Avenue, Suite 1200
Montreal, QC H3A 3H3

This insurance is distributed by:

Cabinet en assurance de personnes CAA-Québec
1180 Drummond Street
Montreal, QC H3G 2R7

Telephone : 1-888-296-0001
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