



POLICY #9227540

This policy replaces the policy bearing the same number which was issued effective September 4th, 2007.

In consideration of the payment of a premium, as stated in the **“Premium and Reporting Clause”** section, AXA Assurances Inc. (herein called the Insurer) agrees with:

PRINCE EDWARD ISLAND DEPARTMENT OF EDUCATION

P. O. Box 2000
 Charlottetown (Prince Edward Island)
 C1A 7N8

(Herein called the Policyholder)

to insure all eligible persons specified herein (herein individually called the Insured Person) for loss resulting from injury to the extent herein provided and subject to all of the exceptions, limitations and provisions of this policy.

Schedule

Principal Sum.....	\$25,000
Accident Reimbursement Expenses.....	\$20,000
Accidental Dental Expense.....	\$2,500
Weekly Accident Indemnity:	
Maximum Amount of Indemnity.....	\$200
Waiting Period.....	14 days
Maximum Period of Indemnity.....	26 weeks
Rehabilitation Benefit.....	\$5,000
Counselling Benefit.....	\$1,000
Special Clothing Benefit.....	\$500
Hearing Aid Indemnity.....	Included
Special Confinement Benefit.....	\$2,000
Prosthetic Appliances.....	\$3,000
Emergency Taxi.....	\$50
Fracture Indemnity.....	\$500
Tutorial Fees.....	\$4,000
Dread Disease.....	\$5,000
Special Transportation Benefit.....	\$1,300
Eyeglasses or Contact Lenses.....	\$300
Rental Expense Benefit.....	\$200
Aggregate Limit.....	\$1,000,000
Effective Date:.....	September 4 th , 2010
Expiry Date:.....	September 4 th , 2011

Effective Date and Policy Term

As stated in the Schedule, this policy takes effect at 12:01 a.m., Standard Time, at the address of the Policyholder. It continues in force for the period for

which premium has been paid and terminates at 12:01 a.m., Standard Time, at the address of the Policyholder on the Expiry Date stated in the Schedule.

It may be renewed subject to consent of the Insurer for further consecutive terms on payment of premium at the rate and in the amount determined at the time of renewal.

Eligibility

For the purpose of this policy, Insured Persons covered herein are:

- Class I: All Students of the Policyholder.
- Class II: All Volunteers Coaches of the Policyholder.

Definitions

Wherever used in this policy:

“Student” means a registered student of any institution of the Policyholder who:

- 1) resides in the province of Prince Edward Island;
- 2) is enrolled with and attending regularly any Kindergarten or Grade 1 to Grade 12 public school; and
- 3) is covered under a Canadian Federal or Provincial Hospital/Medical Plan.

“Volunteer Coach” means a volunteer coach of the Policyholder who is under the age of seventy (70) and who is covered under a Canadian Federal or Provincial Hospital/Medical Plan.

"Injury" wherever used in this policy 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, but in no event shall Injury mean Sickness or Disease howsoever caused unless caused by an Accident. Such injury must be sustained while the Insured Person:

"Residence" shall include both the dwelling of which an Insured Person is an occupant, and the premises on which it is situated.

"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.

"Principal Sum" means the amount indicated in Item 3 of the Master Application as being applicable to the Insured Person.

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

Description of Hazards

The hazards against which insurance is provided under this policy are injury sustained by the Insured Person while and in consequence of:

- (1) is in or on buildings or premises of an institution of the Policyholder during the time the Insured Person is required to be therein or thereon by reason of attendance on any regular school day and/or professional development day and/or summer school day; or
- (2) is attending or participating in an institution activity approved and supervised by a proper authority of the institution or an appointee; or
- (3) is travelling directly to or from an approved institution activity with other students as a group, provided that such group is at the time under the supervision of a proper authority of the institution or an appointee; or
- (4) is travelling directly to or from his or her residence and buildings or premises of the institution for the purpose of attending such institution on any regular school day and/or professional development day and/or summer school day, or for the purpose of attending an activity such as described in (2) above; or
- (5) is travelling directly to or from his or her residence or buildings or premises of an institution of the Policyholder to work experience locations;
- (6) is participating in a School approved work term, including any trips undertaken as part of the program and travelling to and from his or her residence or buildings or premises of an institution of the Policyholder to such place required by the program.

The term "travelling directly to or from his or her residence and buildings or premises of an institution of the Policyholder" means any travel, which would take an Insured Person along a normal or reasonable route, without delay or stop-over.

Specific Loss Accident Indemnity

When Injury results in any of the following losses within three hundred and sixty-five (365) days after the date of the Accident, the Insurer will pay:

For Loss of

Life	\$25,000
The Entire Sight of Both Eyes	\$25,000
Speech and Hearing in Both Ears	\$25,000
One Hand and the Entire Sight of One Eye	\$25,000
One Foot and the Entire Sight of One Eye	\$25,000
The Entire Sight of One Eye	\$18,750
Speech	\$18,750
Hearing in Both Ears	\$18,750
Hearing in One Ear.....	\$10,000
All Toes of One Foot.....	\$8,333

For Loss or Loss of Use of

Both Hands	\$25,000
Both Feet	\$25,000
One Hand and One Foot	\$25,000
One Arm	\$20,000
One Leg	\$20,000
One Hand	\$18,750
One Foot.....	\$18,750
Thumb and Index Finger or at Least Four Fingers of One Hand	\$10,000
One Finger.....	\$5,000
One Phalanx of a Finger	\$2,500

For Paralysis of

Both Upper and Lower Limbs (Quadriplegia)	\$50,000
Both Lower Limbs (Paraplegia).....	\$50,000
Upper and Lower Limbs of One Side of Body (Hemiplegia).....	\$50,000

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

"Loss" as above 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 (1) entire phalanx of the thumb; as used with reference to finger means the complete severance of two (2) entire phalanges of the finger; as used with reference to a phalanx of a finger means the complete severance of one (1) entire phalanx of the finger; as used with reference to toes mean the complete severance of one (1) 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 above 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.

"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.

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

Indemnity provided under this section will not be paid under any circumstances for more than one (1) of the Losses, the greatest, sustained for multiple injuries to the same limb by any one (1) Insured Person as the result of any one (1) Accident.

Indemnity provided under this section for all Losses sustained by any one (1) Insured Person as the result of any one (1) Accident will not exceed the following:

- (a) with the exception of quadriplegia, paraplegia and hemiplegia, \$25,000.
- (b) with respect to quadriplegia, paraplegia and hemiplegia, \$50,000, or \$25,000 if Loss of Life occurs within ninety (90) days after the date of the Accident.

In no event will indemnity payable for all Losses under this section exceed, in the aggregate, \$50,000 as the result of the same Accident.

Accident Reimbursement Expense

When by reason of Injury, an Insured Person requires medical treatment within thirty (30) days from the date of the accident and incurs expenses for any of the following services or supplies, while under the Regular Care and Attendance of a Physician, other than himself or a member of his Immediate Family, with respect to Items 1 to 9:

- (1) private duty nursing by a licensed graduate nurse (R.N.) who does not ordinarily reside in the Insured Person's Residence or is not an Immediate Family Member of the Insured Person;
- (2) transportation by a licensed ambulance service or, when recommended by a Physician, by any other conveyance licensed to carry passengers for hire to or from the nearest Hospital which is equipped to provide the required treatment;
- (3) Hospital charges for the difference between the public ward allowance under the Insured Person's Provincial Hospital Plan and the semi-private accommodation charge (private accommodation charge if recommended by a Physician);
- (4) rental of a wheelchair, iron lung and other durable equipment for therapeutic treatment, not to exceed the purchase price prevailing at the time rental became necessary;
- (5) fees of a licensed physiotherapist or certified athletic sports therapist who does not ordinarily reside in the Insured Person's Residence or is not an Immediate Family Member of the Insured Person, when recommended by a Physician subject to a maximum reimbursement of five hundred dollars (\$500) during any one (1) policy year;
- (6) drugs and medicines which require the written prescription of a Physician and are dispensed by a registered pharmacist or Physician;
- (7) miscellaneous expenses for crutches, splints, casts, trusses and braces, but not including replacement thereof; braces do not include dental braces and are subject to a maximum of seven hundred and fifty dollars (\$750) per policy term;
- (8) fees of a licensed chiropractor who does not ordinarily reside in the Insured Person's Residence or is not an Immediate Family

Member of the Insured Person, up to thirty-five dollars (\$35) per treatment, subject to a maximum reimbursement of three hundred and fifty dollars (\$350) as the result of any one (1) accident and seven hundred dollars (\$700) during any one (1) policy year.

- (9) fees of a licensed massage therapist who does not ordinarily reside in the Insured Person's Residence or is not an Immediate Family Member of the Insured Person, when recommended by a Physician, up to thirty-five dollars (\$35) per treatment, subject to a maximum reimbursement of three hundred and fifty dollars (\$350) as the result of any one (1) accident and seven hundred dollars (\$700) during any one (1) policy year;

The Insurer will pay the reasonable and customary expenses actually incurred by the Insured Person within fifty-two (52) weeks after the date of the accident, not to exceed in the aggregate the amount stated in the Schedule as the result of any one (1) accident.

The Insurer's liability is limited to a maximum of ten thousand dollars (\$10,000) for all expenses incurred outside of Canada.

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

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

Dental Expense

When injury to whole and sound teeth or the jaw shall, due to a force or blow external to the head and, within thirty (30) days from the date of the accident, require treatment, replacement or x-rays by a legally qualified dentist or dental surgeon, the Insurer will pay the reasonable and necessary expense actually incurred by or on behalf of an Insured Person within five (5) years after the date of the accident for such treatment or services, up to the amount stated in the Schedule as the result of any one accident.

If due to age, dental development is not sufficient to permit completion of treatment within 5 years of the date of the accident, a satisfactory report from the physician or dental surgeon must be filed with the

Insurer within ninety (90) days. The Insurer will pay the estimated cost of such services subject to a maximum of one thousand dollars (\$1,000) per accident and subject to the overall maximum stated in the Schedule for all expenses covered under this section as the result of any one accident.

Teeth, which have been capped or crowned, shall, for the purposes of this policy, be considered whole and sound except where they have undergone endodontic treatment. If an injury to a capped or crowned tooth causes damage to the remaining tooth structure requiring the preparation of a new cap or crown, such treatment will be covered. However, if an existing cap or crown is damaged or dislodged without injury to the remaining tooth structure, the policy shall not cover the cost of treatment necessitated thereby.

All payments made shall not exceed the Provincial Dental Association Schedule of Fees of the Province in which such expenses are incurred. Where no Schedule of Fees is available, the Provincial Dental Association Schedule of Fees of the Province of the Insured Person's residence will be used.

Weekly Accident Indemnity

This indemnity is applicable only to those Insured Persons who were gainfully employed immediately before the date of the Injury.

Indemnity will be payable for Disability caused by or resulting from an Injury for which medical treatment is being rendered, prescribed or recommended.

Indemnity for Disability is payable from the first (1st) day following the end of the Elimination Period of 14 days and is subject to the Maximum Period Payable of 26 weeks or to age sixty-five (65), whichever first occurs. No indemnity will be payable under this policy for any period of Disability during which the Insured Person is not under the Regular Care and Attendance of a Physician.

Indemnity Payable for Total Disability

When an Insured Person, prior to age sixty-five (65), sustains Total Disability commencing within thirty (30) days from the date of the Accident, the Insurer will pay the Weekly Accident Indemnity of a maximum of two hundred dollars (\$200) from the first (1st) day following the end of the Elimination Period for each week of Total Disability, subject to the Maximum Period Payable or to age sixty-five (65), whichever first occurs, and the all sources maximum percentage as shown hereunder in the paragraph entitled "Indemnity Offsets".

Indemnity payable under this policy for periods which are less than one (1) week will be paid on the basis of one-seventh (1/7th) of the Weekly Accident Indemnity, for each day of Total Disability.

Successive Periods of Disability

Successive periods of Disability due to the same or related causes will be considered one (1) period of Disability, unless they are separated by a period of three (3) consecutive months during which the Insured Person is Actively at Work. After the said period of active work, no further Weekly Accident Indemnity payments will be made under this policy with respect to the same Accident.

Indemnity Offsets

If the Weekly Accident Indemnity payable under this policy for Total Disability, either alone or in concert with any of the benefits outlined below, exceeds eighty percent (80%) of the Insured Person's pre-disability gross Salary, the Weekly Accident Indemnity otherwise payable will be reduced by any amount exceeding said percentage.

The indemnity payable to the Insured Person will take into account any of the benefits paid, payable or for which there is a right under the following:

1. the disability or retirement provisions of the Canada/Quebec Pension Plans;
2. the benefits payable in accordance with Workers' Compensation or Occupational Disease Act or Law, or any other law which provides compensation for an occupational injury;
3. the income benefits provided by or through any Government Plan of automobile insurance or similar legislation;
4. the disability, retirement or other income benefits provided by or through the Insured Person's employer;
5. the amounts paid or payable under a group insured or non-insured disability plan (including association group).

For the purposes of Indemnity Offsets, the benefits referred to above will be the amount for which the Insured Person qualifies at the same time he meets the requirements for entitlements to benefits under such Acts, excluding any amounts he may receive on account of or on behalf of eligible dependents. Any subsequent changes to the amounts payable under any of the above stated benefits, which are specifically designated as cost-of-living adjustments, will neither reduce nor increase the

amount of Weekly Accident Indemnity payable hereunder.

"Disability" means Total Disability.

"Total Disability" means that the Insured Person, due to an Injury, (1) is unable to perform the substantial and material duties pertaining to His Occupation, (2) is not engaged in any occupation or employment for wage or profit and (3) requires the Regular Care and Attendance of a Physician.

"Actively at Work" means performing all occupational duties within the normal required hours of the Insured Person's occupation.

"His Occupation" means the occupation engaged in by the Insured Person for wage or profit immediately prior to the occurrence of any Injury covered under this policy.

"Salary" means the weekly rate of wage or salary the Insured Person was receiving from his employer(s) as of the date of the Injury, exclusive of overtime pay or other remuneration;

Rehabilitation Benefit

In the event an Insured Person sustains an Injury which results in a Loss payable under the section entitled "Specific Loss Accident Indemnity" of this policy, and such Injury requires that the Insured Person participate in a rehabilitation program in order to be qualified to engage in an occupation in which he would not have engaged except for such Injury, the Insurer will pay the reasonable and necessary expenses actually incurred, within three (3) years from the date of the accident, by the Insured Person for such program.

Payment by the Insurer for the total of all expenses incurred by any Insured Person will not exceed the amount stated in the Schedule as the result of any one (1) accident. Payment will not be made for room, board or other ordinary living, travelling or clothing expenses.

The above benefit will only be payable under one (1) of the policies issued to the Policyholder by the Insurer.

Counselling Benefit

If, as a result of the Insured's death, dismemberment or dread disease (as described elsewhere in this policy), counselling for the Insured, his/her parents and/or siblings by a licensed Psychologist is recommended by a legally qualified Physician, the Company will pay the cost

of such counselling up to the maximum stated in the Schedule, per Family per incident.

Special Clothing Benefit

When as the result of an injury, the attending Physician recommends in writing the purchase of special protective clothing, the Company will pay up to the maximum stated in the Schedule for all such purchases per injury.

Hearing Aid Indemnity

When injury shall necessitate medical treatment within thirty (30) days from the date of the accident and require an Insured Person to be fitted with a hearing aid prescribed by a legally qualified physician, the Insurer will pay the actual expense incurred within fifty-two (52) weeks from the date of the accident for the original purchase of such equipment.

Special Confinement Benefit

When, as the result of injury and commencing within thirty (30) days after the date of the accident, an Insured Person is continually confined to his/her residence or hospital for a period of at least twelve (12) consecutive months, and is under the regular care and attendance of a licensed physician or surgeon, the Insurer will pay in one sum the amount stated in the Schedule.

Payment provided under this Part will be reduced by any benefits paid or payable under the section entitled "Specific Loss Accident Indemnity".

Prosthetic Appliances

When injury shall necessitate medical treatment within thirty (30) days from the date of the accident and require an Insured Person to be fitted with artificial legs, arms, hands or eyes, the Insurer will pay the actual expense incurred within fifty-two (52) weeks from the date of the accident for the original purchase of such appliances, not to exceed the amount stated in the Schedule as the result of any one accident.

Emergency Taxi Benefit

When Injury necessitates immediate medical attention, the Insurer will pay the reasonable expense incurred for a licensed taxi to transport the Insured Person to either a Physician's office or the nearest Hospital, subject to the maximum amount

stated in the Schedule as the result of any one (1) accident.

Fracture, Dislocation, Tendon Severance and Miscellaneous Indemnity

When an Insured Person sustains an Injury which results in any of the fractures, dislocations, tendon severances or miscellaneous conditions listed in the following schedule, the Insurer will pay the amount of specified for such fracture, dislocation, tendon severance and miscellaneous condition, but not more than one (1) such indemnity, the largest, will be payable as the result of any one (1) accident.

For complete fracture (including Greenstick type fracture)

Of the skull (depressed).....	\$500
Of the skull (not depressed).....	\$165
Of the spine (one or more vertebrae)	\$250
Of the jawbone (mandible or maxilla)	\$165
Of the thigh (femur)	\$165
Of the pelvis.....	\$165
Of the knee cap.....	\$135
Of the lower leg.....	\$125
Of the shoulder blade.....	\$125
Of the ankle (small bones).....	\$125
Of the wrist (small bones).....	\$125
Of the forearm (compound or comminuted)	\$115
Of the forearm (not compound).....	\$60
Of the sacrum or coccyx.....	\$85
Of the sternum	\$85
Of the arm, between elbow and shoulder	\$85
Of the collarbone.....	\$60
Of the nose.....	\$60
Of two or more ribs.....	\$50
Of one hand (one or more metacarpals).....	\$40
Of one foot (one or more metatarsals).....	\$40
Of the facial bones	\$40
Of one rib.....	\$25
Of any bone not specified above.....	\$15

For complete dislocation

Of the hip.....	\$210
Of the knee (with open primary repair)	\$165
Of the shoulder (with open reduction).....	\$125
Of the wrist	\$85
Of the ankle	\$85
Of the elbow.....	\$60
Of the bones of foot other than toes	\$40

Severance of tendon or tendons

Heel (achilles).....	\$110
Ankle.....	\$100
Knee.....	\$90
Foot (not toes).....	\$85
Elbow.....	\$85
Wrist.....	\$60
Hand (including fingers).....	\$60

Miscellaneous

Ruptured kidney (operative).....	\$135
Ruptured liver (operative).....	\$135
Ruptured spleen (operative).....	\$135
Punctured lung-with open surgery.....	\$115
Burns-requiring one or more skin grafts.....	\$110
Knee-injured and requiring surgery (when there is no fracture or dislocation).....	\$110
Bone operation-injured portion removed (when there is no fracture or dislocation).....	\$100

Tutorial Fees

When, within thirty (30) days from the date of the accident, Injury totally confines an Insured Person to Residence or Hospital for a period in excess of forty (40) consecutive school days, the Insurer will pay the expenses incurred, within twelve (12) months immediately following the date of the accident, for the tutorial services of a qualified teacher, other than a relative of the Insured Person living in the same Residence, holding a current Provincial Department of Education Teaching Certificate for the grade attained by the Insured Person, at a rate not to exceed thirty dollars (\$30) per hour, subject to the aggregate amount stated in the Schedule as the result of any one (1) accident.

Dread Disease Benefit

When, as the result of becoming afflicted with one of the following diseases which first manifest itself while this policy is in force, Aids, (acquired immune deficiency syndrome), diphtheria, encephalitis, cancer, hemolytic uremic syndrome (renal failure caused solely by E-coli bacterial infection), leukaemia, muscular dystrophy, multiple sclerosis, myocarditis, poliomyelitis, rabies, scarlet fever, spinal meningitis, tetanus, tularaemia, typhoid, an Insured requires confinement in a hospital or employment of a licensed or graduate nurse, the Insurer shall pay the excess expenses incurred, to the maximum stated in the Schedule for such confinement or employment. The Insurer will also pay the cost of commercial lodging, laundry expenses and meals at the rate of \$100 per day to a maximum of \$2,500 should the attending physician advise that the Parent or Guardian leave their usual place of residence to stay with or closer

to the Insured with respect to any one illness. Also the Insurer will pay up to \$500 for parking or other incidental expenses with regard to this benefit. Expenses under this section must be incurred within 3 years from the date the disease is diagnosed by a physician or surgeon.

Special Transportation Benefit

When, by a reason of Injury, an Insured Person, who requires medical treatment within thirty (30) days from the date of the accident, is referred by a Physician to a medical specialist located at least seventy-five (75) kilometres from the Insured Person's normal place of Residence and within the Insured Person's province of residence, the Insurer will pay, provided such specialist's services are not available in the vicinity of the Insured Person's Residence and subject to receipt of satisfactory proof other than for automobile transportation, the following reasonable expenses actually incurred by the Insured Person within fifty-two (52) weeks after the date of the accident:

1. Transportation by the most direct route, up to two hundred dollars (\$200) per round trip and subject to a maximum of five (5) trips during any one (1) policy term. If transportation occurs in a vehicle or device other than one operated under a license for the conveyance of passengers for hire, then reimbursement of transportation expenses will be limited to a maximum of thirty-five cents (\$ 0.35) per kilometre travelled.
2. Hotel accommodation in the vicinity of the specialist office, up to fifty dollars (\$50) per day and subject to a maximum of six (6) days during any one (1) policy term.

Eyeglasses or Contact Lenses Benefit

When, by reason of Injury, an Insured Person requires and receives medical treatment from a Physician or ophthalmologist within thirty (30) days from the date of the accident and, upon advice of the Physician or ophthalmologist, incurs expenses for

1. The purchase of eyeglasses or contact lenses when neither of which were previously required or worn, the Insurer will pay the reasonable and customary expenses actually incurred by the Insured Person within fifty-two (52) weeks after the date of the accident, not to exceed three hundred dollars (\$300) as the result of any one (1) accident.

2. The repair or replacement of the Insured Person's eyeglasses or contact lenses, the Insurer will pay the reasonable and customary expenses actually incurred by the Insured Person within fifty-two (52) weeks after the date of the accident, not to exceed three hundred dollars (\$300) as the result of any one (1) accident.

Rental Expense Benefit

If, as a result of Injury, an Insured Person is confined as an inpatient in a Hospital and under the Regular Care and Attendance of a Physician, the Insurer will pay the reasonable expenses actually incurred by the Insured Person for the rental of a telephone, a radio and/or television set.

The maximum amount payable under this section by the Insurer to or on behalf of any Insured Person will not exceed the amount stated in the Schedule as a result of any one (1) accident.

Aircraft Coverage

Insurance provided under this policy includes injury sustained while and in consequence of:

- (a) riding as a passenger, and not as a pilot, operator or member of the crew in or on any aircraft having a current and valid certificate of airworthiness and piloted by a person who then holds a current and valid pilot's license of a rating authorizing him/her to pilot such aircraft;
- (b) riding as a passenger, and not as a pilot, operator or member of the crew in or on any aircraft operated by the Canadian Armed Forces or by a similar military service of any duly constituted governmental authority of any other recognized country;
- (c) boarding or alighting from or being struck by any aircraft;

notwithstanding (a) and (b) above, this policy excludes injury sustained while and in consequence of riding as a passenger, pilot, operator or member of the crew in or on any aircraft owned, operated or leased by or on behalf of the Policyholder.

Exposure and Disappearance

If by reason of an accident covered by this policy an Insured Person is unavoidably exposed to the elements and as the result of such exposure suffers a loss for which indemnity is otherwise payable

hereunder, such loss will be covered under the terms of this policy.

If the Insured Person is not found within one year after the date of the disappearance, sinking or wrecking of the conveyance in which the Insured Person was riding at the time of the accident and under such circumstances as would otherwise be covered hereunder, it will be presumed the Insured Person suffered loss of life resulting from bodily injury caused by an accident at the time of such disappearance, sinking or wrecking.

Aggregate limit of Indemnity

The limit of indemnity for which the Insurer shall be liable under this policy for all losses arising out of any one accident is as stated in the Schedule. In the event said limit of indemnity for any one accident is insufficient to pay the full amount of indemnity for each Insured Person then the amount payable for each Insured Person shall be in the proportion that the limit of indemnity for any one accident bears to the total amount of insurance that would have been payable except for such limit of indemnity.

Indemnity Payments

In the event the Insured Person is a minor, all indemnities payable hereunder will be payable to the custodial parent, or if there is none, to the guardian of the Insured Person.

If the Insured Person is not a minor, indemnity payable in the event of the Loss of Life of the Insured Person will be payable to the surviving Spouse or, if there is no Spouse, to the estate of the Insured Person. All other indemnities payable will be payable to the Insured Person.

"Spouse" means

- (a) the individual to whom the Insured Person is legally married,
- (b) the individual with whom the Insured Person has continuously cohabited for a minimum of one (1) year immediately before a loss is incurred under the Policy and who has been publicly represented as the spouse of the Insured Person.

Only one (1) individual will qualify as a Spouse.

If the Insured Person is legally married but is also cohabiting with an individual described in (b), the Spouse will be the individual to whom the Insured Person is legally married.

Effective Date of Individual Insurance

Insurance as to each person will take effect on the latest of the following dates:

- a) On the effective date of the policy; or
- b) On the date such person becomes eligible.

Individual Terminations

The insurance of an Insured Person will immediately terminate on the earliest of the following dates:

- (1) on the date this policy is terminated;
- (2) on the Term Premium due date if the Policyholder fails to pay the required premium for the Insured Person, except as the result of an inadvertent error; or
- (3) on the date the Insured Person ceases to be a registered day student or a Volunteer Coach with the Policyholder in a capacity making such person eligible for insurance hereunder.

Premium and Reporting Clause

This policy is issued in consideration of the payment of a deposit premium of \$25,000 of which \$20,000 is a minimum retained premium. The Policyholder shall submit a report to the Insurer by September 30th of each school term, advising the total number of registered students and Volunteer Coaches for such school term, which will enable the Insurer to calculate the actual earned premium at a rate of \$0.95 per person. After the above report has been submitted, no further reports are required for additions and/or deletions.

Third Party Liability

If, as a result of third party liability, any person has right of recovery against any person, company or other body, of any expense for all or part of which the Insurer has reimbursed any Insured Person, the amount paid by the Insurer for reimbursement of the expense shall be recoverable by the Insurer from the Insured Person to whom paid, but the amount recovered by the Insurer shall not be in excess of the amount recovered as a result of the third party liability.

List of School Boards

The Eastern School District

Western School Board
La Commission scolaire de langue française

Coverage provided under this policy will extend to eligible persons of any school board becoming an affiliate of, a subsidiary of, controlled by, partially or fully owned by the Policyholder during the term of this policy, provided written notice is given to the Insurer or its authorized agent, with all underwriting information pertaining to the exposure of the company, within thirty (30) days of the effective date of coverage or as soon as it is reasonably possible thereafter.

If any such addition to this policy constitutes a material change in the risk assumed herein, the Insurer reserves the right to adjust the premium rate accordingly.

Exclusions

This policy does not cover any loss, fatal or non-fatal, caused or contributed to by:

- (1) intentionally self-inflicted Injury while sane or self-inflicted Injury while insane;
- (2) riding as a passenger or otherwise in any vehicle or device for aerial navigation, other than as provided in the section entitled "Aircraft Coverage";
- (3) declared or undeclared war or any act thereof.

Nor does this policy cover expenses incurred:

- (4) for the purchase, repair or replacement of eyeglasses or contact lenses, or prescriptions therefore, except as provided in the section of the policy entitled "Eyeglasses Benefit";
- (5) for dental treatment other than as provided in the section of the policy entitled "Dental Expense", nor the cost of replacement or repair of artificial teeth or dentures;
- (6) for sickness or disease, either as a cause or effect, except as provided in the section of the policy entitled "Dread Disease";
- (7) for experimental drugs not approved by Drugs Directorate, Health Protection Branch of Health and Welfare Canada;
- (8) for medical services rendered by nurses, physiotherapists, certified athletic sports therapists and chiropractors employed or engaged by the Policyholder;
- (9) by a Person who is not covered under any Federal or Provincial Hospital or Medical Plan.

(10) for any loss caused or contributed to by the use of hallucinogenic drugs or substance;

(11) for loss covered by Workers Compensation, except as provided in the section of the policy entitled "Specific Loss and Paralysis Accident Indemnity".

This policy is subject to and will not contravene any Federal or Provincial statutory requirement with respect to Hospital and/or Medical plans. Benefits will be reduced under the Accident Reimbursement Expense and Dental Expense sections of this policy by any amount paid or payable under any other policy providing similar reimbursement expenses.

General Provisions

Written notice of injury on which claim may be based must be given to the Insurer within thirty days after the date of the accident causing such injury. Such notice given by or on behalf of the Insured Person or Beneficiary, as the case may be, to the Insurer at its Head Office, Montreal, Québec, or to any Branch Office of the Insurer or to any authorized agent of the Insurer, with particulars sufficient to identify the Insured Person, shall be deemed to be notice to the Insurer. Failure to give notice within the time provided in this policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice during such time and that notice was given as soon as was reasonably possible, but in no event later than one year after the date of the accident.

The Insurer, upon receipt of such notice, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not so furnished within fifteen days after the receipt of such notice, the claimant shall be deemed to have complied with the requirements of this policy as to proof of such loss upon submitting within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, character and extent of the loss for which claim is made.

In the case of claim for loss, written proof of such loss must be furnished to the Insurer within ninety days after the date of such loss. Failure to furnish such proof within such time shall not invalidate nor reduce any claim, if it shall be shown not to have been reasonably possible to furnish such proof during such time and that such proof was furnished as soon as was reasonably possible, but in no event later than one year after the date of the accident.

The Insurer shall have the right and opportunity to examine the person of the Insured Person when and so often as it may reasonably require during

the pendency of claim hereunder, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.

All indemnities provided in this policy for loss will be paid immediately after receipt of due proof.

All moneys payable under this policy are payable in the lawful money of Canada.

This policy includes the endorsements and attached papers, if any, and contains the entire contract of insurance. No statement made by the applicant for insurance shall avoid the insurance or reduce benefits hereunder unless contained in a written application signed by the applicant. No agent has authority to change the policy or to waive any of its provisions. No change in this policy shall be valid unless approved by an officer of the Insurer and such approval be endorsed hereon or attached hereto.

All statements contained in any such application for insurance shall be deemed representations and not warranties.

No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty days after proof of loss has been filed in accordance with the requirements of this policy, nor shall such action be brought at all unless brought within three years from the expiration of the time within which proof of loss is required by this policy.

If any time limitation of this policy with respect to giving notice of claim or furnishing proof of loss, or commencing an action at law or in equity is less than that permitted by law of the Province in which the Policyholder is located at the time this policy is issued, such limitation is hereby extended to agree with the minimum period permitted by such law.

This policy may be cancelled by the Policyholder by mailing to the Insurer written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Insurer by mailing to the Policyholder at the address shown in this policy written notice stating when, not less than thirty days prior to a policy anniversary date, such cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Policyholder or by the Insurer shall be equivalent to mailing.

Unless otherwise provided in this policy, if the Policyholder cancels, earned premiums will be computed in accordance with the customary short rate table and procedures. If the Insurer cancels, earned premiums will be computed pro rata. Premium adjustment may be made at the time

cancellation is effected, and if not then made, will be made as soon as practicable after cancellation becomes effective. The Insurer's cheque or the cheque of its representative mailed or delivered as aforesaid will be sufficient tender of any refund of premium due the Policyholder.

The Insurer shall be permitted to examine the Policyholder's records relating to this policy at any reasonable time, and from time to time until two years after expiration of this policy or until final adjustment and settlement of all claims hereunder, whichever is the later.

IN WITNESS WHEREOF, AXA Assurances Inc. has caused this policy to be signed by its Chairman of the Board and President and Chief Executive Officer; but the same will not be binding upon the Insurer unless countersigned by its duly authorized Policy Writer.



Chairman of the Board



President and Chief
Executive Officer

Countersigned by



Policy Writer

Date: November 23rd, 2010.

ENDORSEMENT NO. 2

It is hereby understood and agreed that, in consideration of the payment of a premium of \$20,209.35, the policy to which this endorsement is attached is renewed for a further twelve month term beginning September 4th, 2011.

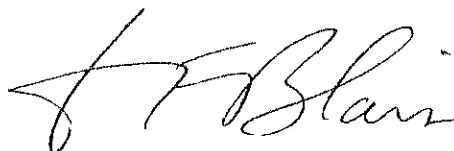
This endorsement is attached to and made a part of Policy No. 9227540 issued to **PRINCE EDWARD ISLAND DEPARTMENT OF EDUCATION**.

It takes effect 12:01 A.M., Standard Time, September 4th 2011 and expires concurrently with the policy to which it is attached. Nothing herein contained will vary, alter, waive or extend any provision or condition of the policy, other than as above stated.

IN WITNESS WHEREOF, AXA Assurances Inc. has caused this endorsement to be signed by its Chairman of the Board and President and Chief Executive Officer; but the same will not be binding upon the Insurer unless countersigned by its duly authorized Policy Writer.



Chairman of the Board



President and Chief Executive Officer

Countersigned by *Matt Gots* Date September 9th, 2011
Policy Writer