

ENDORSEMENT FOR POLICIES ISSUED IN BRITISH COLUMBIA, ALBERTA AND MANITOBA

This endorsement shall be attached to and forms part of your insurance policy underwritten by Royal & Sun Alliance Insurance Company of Canada.

The following wording shall be added:

This policy contains a provision removing or restricting the right of the insured to designate persons to whom or for whose benefit insurance money is to be payable.

The following wording shall be added and replaces any wording contained in your policy relating to the Limitation Period or Limitation of Actions:

Limitation Period

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 (British Columbia, Alberta and Manitoba). 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 Limitations Act (Ontario), or other applicable legislation.

The following wording shall be added and replaces the Statutory Conditions wording contained in your policy:

Statutory Conditions

The Contract – The application, this policy, any document attached to this policy when issued, and any amendment to the contract agreed on in writing after this policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

Waiver – The insurer shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the insurer.

Copy of Application – The insurer shall, upon request, furnish to the insured or to a claimant under the contract a copy of the application.

Material Facts – No statement made by the insured or a person insured at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

Notice And Proof Of Claim

- 1) The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall
 - a) give written notice of claim to the insurer
 - i. by delivery thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the Province, or
 - ii. by delivery thereof to an authorized agent of the insurer in the Province,not later than 30 days after the date a claim arises under the contract on account of an accident, sickness or disability;
 - b) within 90 days from the date a claim arises under the contract on account of an accident, sickness or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of the happening of the accident or the commencement of the sickness or disability and the loss occasioned thereby, the right of the claimant to receive payment, his or her age, and the age of the beneficiary if relevant; and

- c) if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim may be made under the contract and as to the duration of such disability.
- 2) Failure to give notice of claim or furnish proof of claim within the time required by this condition does not invalidate the claim if
 - a) the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year after the date of the accident or the date a claim arises under the contract on account of sickness or disability, and it is shown that it was not reasonably possible to give the notice or furnish the proof in the time required by this condition, or
 - b) in the case of the death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration.

Insurer To Furnish Forms For Proof Of Claim – The insurer shall furnish forms for proof of claim within fifteen days after receiving notice of claim, but where the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

Rights Of Examination – As a condition precedent to recovery of insurance money under this contract,

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

When Money Payable – All money payable under the contract shall be paid by the insurer within 60 days after it has received proof of claim.

Other than as stated above, all other terms and conditions of the policy remain unchanged.