

ENDORSEMENT

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

It is hereby understood and agreed that the terms of *your* policy are amended as follows:

The following wording is added and replaces any wording contained in *your* policy relating to the Limitation Period:

Limitation Periods

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 (for actions or proceedings governed by the laws of British Columbia, Alberta and Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

The following wording is added and replaces any wording contained in *your* policy relating to the Statutory Conditions:

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 the 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 of the notice, or by sending it by registered mail, to the head office or chief agency of the insurer in the province, or
 - ii. by delivery of the notice 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* or *sickness*;
 - b) within 90 days after the date a claim arises under the contract on account of an *accident* or *sickness*, furnish to the insurer such proof as is reasonably possible in the circumstances of
 - i. the happening of the *accident* or the commencement of the *sickness*,
 - ii. the loss caused by the *accident* or *sickness*,
 - iii. the right of the claimant to receive payment,
 - iv. the claimant's age, and
 - v. if relevant, the beneficiary's age, and
 - c) if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the *accident* or *sickness* for which claim is made under the contract and in the case of *sickness*, its duration.

Failure to Give Notice and Proof

- 2) Failure to give notice of claim or furnish proof of claim within the time required by this statutory 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*, 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 15 days after receiving notice of claim, but if 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* or *sickness* 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 the contract,

- a) the claimant must give to the insurer an opportunity to examine the person of the person insured when and as 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.

Limitation of Actions – An action or proceeding against the insurer for the recovery of a claim under this contract shall not be commenced more than one year (in New Brunswick, Nova Scotia, Newfoundland and PEI), or two years (in Yukon, Northwest Territories and Nunavut), after the date the insurance money became payable or would have become payable if it had been a valid claim.

In the event of any inconsistency between the statutory conditions or provisions of the Civil Code of Quebec applicable to the *insured* and any other provisions of this policy, the statutory conditions or provisions of the Civil Code of Quebec, as applicable, shall prevail.

Nothing herein contained shall vary, alter, waive or extend any provision or condition of the policy, other than as stated above.