
Statutory Conditions

The Contract

The application, this *policy*, any document attached to this *policy* when issued, and any amendment to the contract agreed upon 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 and 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/*Declaration Page*.

Material Facts

No statement made by the *Insured* at the time of application for this contract shall be used in defense 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

The *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 *CAA Assistance*; or
 - ii. by delivery thereof to an authorized agent of *CAA Assistance*, not later than thirty (30) *days* from the date a claim arises under the contract on account of an accident, sickness, injury or insured risk;
- b. within ninety (90) *days* from the date a claim arises under the contract on account of an insured risk, furnish to *CAA Assistance* such proof as is reasonably possible in the circumstances of the happening of the accident or the commencement of the *sickness* or *injury*, and the loss occasioned thereby, the right of the claimant to receive payment, his or her age, and the age of the beneficiary; and
- c. if so required by *CAA Assistance* furnish a satisfactory certificate as to the cause or nature of the accident, *sickness*, *injury* or insured risk for which the claim may be made under the contract and as to the duration and/or extent of loss

Failure to Give Notice or Proof

Failure to give notice of claim or furnish proof of claim, within the time prescribed 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 from the date of the accident or the date the claim arises under the contract, on account of sickness or injury if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed; or
- b. in the case of the death of the person insured, if a declaration or 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 Proof of Claim

CAA Assistance shall furnish forms for proof of claim within fifteen (15) *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*, *injury* or insured risk 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* and *CAA Assistance*, as the case may be, 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* or *CAA Assistance*, as the case may be, may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

When Money Payable

All money payable under this contract shall be paid by the *Insurer* within sixty (60) *days* after it has received proof of claim and all required documentation

Limitation of Arbitration Proceedings

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, 2002.

Insurance Act Statutory Conditions

Despite any other provision of this contract, this contract is subject to the statutory conditions in the Insurance Act, respecting contracts of accident and sickness insurance.