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Voluntary Compensation Endorsement

The Insurer agrees TO PAY VOLUNTARILY THE BENEFITS herein set out either to or on behalf of an employee of the Insured on account of bodily injury including death resulting therefrom, accidentally suffered by such employee and arising out of and in the course of his employment by the Insured, whether or not such bodily injury could give rise to liability imposed by law upon the Insured.

PROVIDED HOWEVER:

- 1) That if the injured employee or any person claiming by, through or under him shall refuse to accept the Voluntary Compensation benefits offered under the provisions of the preceding paragraph, then the Insurer shall be permitted, at any time in its discretion and without notice, to withdraw such offer to pay the said benefits, under which circumstances the Insurer will no longer be bound by the undertakings expressed in the said preceding paragraph. If any claim or demand is made upon, or any suit instituted against the Insured, for damages for such injuries, such claim, demand or suit shall be considered a refusal to accept such Voluntary Compensation benefits and such refusal shall abrogate in its entirety the Insurer's agreement to pay such Voluntary Compensation benefits. In such event the obligation of the Insurer as expressed in the other parts of the policy having reference thereto, shall be available to the Insured and shall be and remain the obligation of the Insurer as fully and completely as if this Form had not been written.
- 2) That the benefits herein contained shall not be payable unless at the time of the accident the employee was engaged in duties coming within the scope of the classification of operations stated in the Declarations forming part of this policy.
- 3) That a full legal release of all claims of such employee or any person claiming by through or under him, against the Insured is executed and delivered and that the Insurer be subrogated in any rights of such employee or person (excluding all services available under any Hospital Insurance Act) against anyone other than the Insured and/or that such rights be transferred to the Insurer.
- 4) That the Insurer shall in no event be liable hereunder for any claims arising from hernia, however caused.
- 5) That the Insurer shall in no event be liable hereunder for any claims arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.

DEFINITION

The term "weekly indemnity" referred to in this Form shall mean two-thirds of the employee's weekly wage at the date of the accident, but not exceeding in any event the sum stated on the Declaration Page.

SCHEDULE OF BENEFITS

Section 1 – LOSS OF LIFE:

In the event of death resulting from such bodily injury within a period of twenty-six (26) weeks after the date of the accident the Insurer will pay:

- a) to dependents of the said employee who were wholly dependent upon him, an amount equal to one hundred (100) times the weekly indemnity in addition to the benefits provided under Section 2 up to the date of death.
- b) the actual funeral expenses not exceeding, however, the sum of five hundred dollars (\$500.00)

Section 2 – TEMPORARY TOTAL DISABILITY:

In such bodily injury **shall within fourteen (14) days from the date of the accident** totally and continuously disable the employee and prevent him from performing any and every duty pertaining to any occupation or employment the Insurer will pay weekly indemnity for the period of such disability, or for twenty-six (26) weeks which ever is the lesser period.

Provided however, that if the period of such disability is less than six (6) weeks, no benefit under this Section shall be payable for the first seven (7) days of such disability.

Section 3 – PERMANENT TOTAL DISABILITY:

If within twenty-six (26) weeks from the date of the accident and as a direct result of such bodily injury the employee shall be deemed permanently and totally disabled, by medical evidence satisfactory to the Insurer, the Insurer will pay, in addition to the benefits provided under Section 2, weekly indemnity for a further period of one hundred (100) weeks.

Section 4 – DISMEMBERMENT BENEFITS:

If such bodily injury shall within twenty-six (26) weeks from the date of the accident result in any one or more of the incapacities listed hereinafter in the "Schedule of Incapacities" the Insurer will pay weekly indemnity for the number of weeks shown opposite the incapacity in the said schedule in addition to the benefits payable under Section 2, but in no event shall it be payable in addition to the benefits provided by Section 1 and 3.

The total amount payable under this Section for any one or more incapacities shall not exceed one hundred (100) times the weekly indemnity.

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SCHEDULE OF INCAPACITIES

LOSS or TOTAL IRRECOVERABLE LOSS of USE of:

DIVISION A					No. of Weeks
1		Arm	(a)	at or above elbow or	100
			(b)	below elbow or	80
2		Hand or Wrist or			80
3	(i) ^o	Thumb	(a)	at or above the second phalangeal joint or	25
			(b)	below the second phalangeal joint, involving a portion of the second phalange or	18
	(ii) ^o	Index Finger	(a)	at or above the second phalangeal joint or	25
			(b)	at or above the third phalangeal joint or	18
			(c)	below the third phalangeal joint, involving a portion of the third phalange or	12
	(iii) ^o	Any other Finger	(a)	at or above the second phalangeal joint or	15
			(b)	at or above the third phalangeal joint or	8
			(c)	below the third phalangeal joint, involving a portion of the third phalange or	5
	NOTE: For a combination of two or more of the incapacities marked with a ^o total amount payable under this division shall not exceed eighty (80) times the weekly indemnity.				
DIVISION B					No. of Weeks
1		Leg	(a)	at or above knee or	100
			(b)	below knee or	75
2		Foot at ankle or			75
3	(i) [†]	Great Toe	(a)	at or above the second phalangeal joint or	15
			(b)	below the second phalangeal joint, involving a portion of the second phalange or	8
	(ii) [†]	Any other Toe	(a)	at or above the second phalangeal joint	10
			(b)	at or above the third phalangeal joint or	5
			(c)	below the third phalangeal joint, involving a portion of the third phalange or	3
NOTE: For a combination of two or more of the incapacities marked with a [†] the total amount payable under this division shall not exceed thirty-five (35) times the weekly indemnity.					
DIVISION C					No. of Weeks
1	(i)	One eye or			50
	(ii)	Both eyes			100
DIVISION D					No. of Weeks
2	(i)	Hearing of one ear or			25
	(ii)	Hearing of both ears			100

Section 5 – MEDICAL, SURGICAL, PHARMACEUTICAL AND HOSPITAL EXPENSES:

If such bodily injury shall necessitate medical or surgical treatment or confinement to hospital, the Insurer will pay IN ADDITION TO ALL OTHER BENEFITS provided by this Form:

- a) the cost of necessary medical, surgical, pharmaceutical and hospital services (except those portions of such expenses payable or recoverable under any medical, surgical or hospitalization plan or law or under any other Insurance Policy or Certificate issued to or for the benefit of any person for whom indemnity is provided), in accordance with the scale or charges provided by the workers' compensation law of the Province in which the accident occurred during a period not exceeding twenty-six (26) weeks from the date of the accident; and in addition,
- b) the cost of supplying or the reasonable renewing of prosthetic or orthopedic appliances as may be necessary for a period not exceeding fifty-two (52) weeks from the date of the accident.

SPECIAL CONDITION

The Insurer shall have the right to examine the person of the injured employee when and as often as may be required while the claim is pending and also in the case of death of the injured employee to make an autopsy subject to any law of the Province relating to autopsies.

Nothing herein contained shall be held to vary, waive or extend to any of the declarations, conditions, agreements or limitations of the policy to which this Form is attached, other than as above stated.