

## **Section V: Business Travel Accidental Death and Dismemberment Insurance**

### **1. Eligibility and Effective Date of Coverage**

#### **1.1 Employee Eligibility**

Generally speaking, employees appointed on a full-time or part-time basis (i.e., assigned to work more than 1/3 of the normally scheduled hours of work for his/her occupational group), who are under age 75 and residing in Canada, are covered automatically when they travel for business purposes.

#### **1.2 Dependants' Eligibility**

Under the Business Travel Accidental Death and Dismemberment Plan:

- a spouse is defined as a person, under age 75 and who is either legally married to the employee or a person who cohabits with the employee and has been publicly represented as his/her domestic partner for a period of one year or longer in the community in which they both reside and continue to be represented; and
- a dependant child means any unmarried, natural child, step child or legally adopted child of the employee or a child of the employee's spouse who is in the care, custody and control of the employee and living with the employee in a parent-child relationship, and who, in either case is:
  - ⇒ under age 21 and is a dependant;
  - ⇒ under age 25 and is a dependant in full-time attendance as a student at an accredited institute of higher learning or on a vacation therefrom; or
  - ⇒ a dependant by reason of mental or physical infirmity.

### **2. Coverage**

#### **2.1 General**

Business Travel AD&D is payable, in addition to any other insurance benefits, for paralysis, loss of life, limb, sight, speech or hearing which is the result of accidental bodily injuries and which occur within 365 days from the date of the accident.

The coverage applies during your travel and sojourn while on NAV CANADA business, provided you are travelling to a point or points located away from NAV CANADA premises and the period of assignment is not more than 60 days. Coverage begins at the actual start of an anticipated trip whether it be from your place of employment, home or other location. This coverage terminates upon return to your home or your place of employment. Commutation travel is not covered under the Business Travel Accidental Death and Dismemberment Plan.

You will also be covered as follows:

- while as a passenger, pilot or member of the crew, riding in, boarding or alighting from the aircraft described below, provided such aircraft is operated by a properly certified pilot, including non-scheduled flights for the purposes of equipment checks and calibration;
- in consequence of making a parachute jump from such aircraft for the purpose of self-preservation; or
- in consequence of being struck by such aircraft.

Your spouse and dependent children will be covered for any accident, which occurs during travel for relocation and the purpose of house-hunting.

Under certain circumstances, a guest (i.e., any person receiving an expressed or implied invitation from NAV CANADA or from any other person having authority to extend such invitation and whose expenses and travel arrangements are paid for by NAV CANADA) can also be covered.

#### **2.2 Benefit Amounts**

Benefit amounts are equal to:

<b>CLASS</b>	<b>COVERAGE</b>
I - Union Employees	up to 3X annual earnings (to a maximum of \$350,000)
II - Management Group Employees	up to 4X annual earnings (to a maximum of \$500,000)
III - Spouses and Dependant Children of Class I and II Employees (during travel for relocation and house-hunting only)	up to \$100,000 for your spouse up to \$10,000 for each child
IV - Guests of NAV CANADA	up to \$50,000

Coverage terminates upon the earlier of termination/retirement or attainment of age 75.

In the event of your death, the Benefit Amount is payable to the beneficiary (ies) you have named under the Basic Life Insurance Plan or, in the absence of such designation, to your Estate.

### 2.3 Schedule of Losses

If loss of life, limb, speech, hearing, sight, indemnity, loss of use and paralysis results in any one of the following specific losses within one year from the date of accident, CIGNA Life will pay the benefit specified below, based on the Principal Sum which is equal to the benefit amount in 2.2 above, provided however, that not more than one (the largest) of such benefits shall be paid with respect to injuries resulting from one accident, directly and independently of all other causes from bodily injuries.

<b>Injury</b>	<b>Benefit Amount</b>
Quadriplegia	two times the Principal Sum
Paraplegia	two times the Principal Sum
Hemiplegia	two times the Principal Sum
Loss of life	the Principal Sum
Loss of both hands or both feet	the Principal Sum
Loss of entire sight of both eyes	the Principal Sum
Loss of one hand and one foot	the Principal Sum
Loss of one hand and entire sight of one eye	the Principal Sum
Loss of one foot and entire sight of one eye	the Principal Sum
Loss of speech and hearing	the Principal Sum
Loss of use of both arms or both hands	the Principal Sum
Loss of one arm or one leg	three-quarters of the Principal Sum
Loss of use of one arm or one leg	three-quarters of the Principal Sum
Loss of one hand or one foot	two-thirds of the Principal Sum
Loss of entire sight of one eye	two-thirds of the Principal Sum
Loss of use of one hand	two-thirds of the Principal Sum
Loss of speech or hearing	two-thirds of the Principal Sum
Loss of thumb and index finger of the same hand	one-third of the Principal Sum
Loss of four fingers of the same hand	one-third of the Principal Sum
Loss of hearing in one ear	one-quarter of the Principal Sum
Loss of all toes of the same foot	one-eighth of the Principal Sum

“Loss” means:

- with respect to hand or foot, actual severance through or above the wrist or ankle joint;
- with respect to arm or leg, actual severance through or above the elbow or knee joint;
- with respect to eye, the total and irrecoverable loss of sight;
- with respect to speech, the total and irrecoverable loss of speech which does not allow audible communication in any degree;

- with respect to hearing, the total and irrecoverable loss of hearing which cannot be corrected by any hearing aid or device;
- with respect to thumb and index finger, actual severance through or above the first phalange;
- with respect to fingers, the actual severance through or above the first phalange of all four fingers of the same hand; or
- with regard to toes, the actual severance of both phalanges of all toes of the same foot.

“Loss” as used with reference to quadriplegia (paralysis of both upper and lower limbs), paraplegia (paralysis of both lower limbs) and hemiplegia (paralysis of upper and lower limbs of one side of the body), means the complete and irrecoverable paralysis of such limbs.

“Loss of Use” shall mean the total and irrecoverable loss of function of an arm, hand or leg, provided such loss of function is continuous for twelve consecutive months and such loss of function is thereafter determined on evidence satisfactory to CIGNA Life to be permanent.

## **2.4 Emergency Medical Reimbursement Expense (Applicable to Employees Only)**

If on account of such injuries or sickness, you (the employee) require Emergency Medical treatment by a legally qualified physician or surgeon, confinement in a legally constituted hospital, employment of a trained nurse, x-ray examination or the use of an ambulance, CIGNA Life, subject to the lifetime maximum amount of \$500,000 per person, will pay the actual cost of the following covered expenses incurred while outside of Canada for trips of 60 days or less to the extent that such expenses are of an emergency nature and do not duplicate the cost of any such services covered under the terms of any health insurance services plan.

“Emergency Medical” means any unforeseen illness or accidental bodily injury occurring while this insurance is in force, which requires immediate emergency medical treatment by a physician.

### **2.4.1 Eligible Expenses**

Covered emergency expenses include the following:

- drugs and medicines that require a doctor’s prescription and are listed in the current Compendium of Pharmaceuticals and Specialties;
- private duty nursing, prescribed by a physician as being medically necessary, where the service is provided by a registered nurse who is not a member of your family or ordinarily a resident in your home, up to a maximum of \$1,000 per person;
- transportation by a local licensed ambulance service for emergency medical reasons;
- diagnostic laboratory and X-ray examination;
- administration of anaesthesia, oxygen, blood and blood transfusions;
- charges made by a hospital for reasonable and customary expenses for semi-private room and board and other necessary services and supplies, including drugs administered while confined to hospital for emergency medical care and treatment for up to a maximum of 30 days; and
- charges made by a physician for professional services for emergency medical treatment or surgical procedures.

### **2.4.2 Exclusions**

No benefit is payable for:

- expenses paid for or furnished under the terms of any other health plan arranged through the employer;
- services provided by an agency or department of any government which are normally provided free of charge;
- non-emergency medical treatment, routine health check-ups, eye and ear examinations, eye glasses and hearing aids; or treatment which can be reasonably delayed until return to Canada;
- dental care;
- hospital charges for non-medical services, such as radio or telephone;
- services not listed as covered expenses;
- services rendered before coverage became effective or after termination of employment or termination of insurance;

- cosmetic surgery or treatment, except as required for correction of damage caused by accidental injury sustained while this coverage is in force;
- dental services or supplies and appliances, except as previously mentioned;
- services or supplies that are available through any plan established pursuant to the laws or regulations of any government, including any motor vehicle no fault coverage required by statute;
- any service to the extent that any government prohibits payment of benefits;
- services, drugs or supplies which are deemed experimental in nature;
- delivery and transportation charges;
- services and supplies which are required for recreation or sport but which are not medically necessary for regular activities;
- services received for confinement which is primarily for chronic or custodial care;
- services received in a government hospital unless you are required to pay for such services;
- services to which you are entitled without charge, or for which there would be no charge if there were no insurance;
- services received from a dental or medical department maintained by the employer, a mutual benefit association, labour union, trustee or similar type of group;
- expenses in respect of services provided by a member of your family or by a person customarily living with you ;
- chronic alcoholism or drug addiction;
- mental or nervous disorders or psychiatric treatment, unless necessitating hospital or institutional confinement, in which case coverage shall not extend beyond 3 months;
- AIDS or AIDS-related disease or disorders; or
- any condition for which you received medical advice for treatment during the 90 days immediately prior to becoming insured, until after the expiration of 12 months from the date you are eligible for insurance.

## **2.5 Emergency Evacuation Benefit**

If an injury or sickness commencing during the course of a trip results in your necessary emergency evacuation, CIGNA Life will pay benefits for covered expenses incurred by up to 10% of the Emergency Medical Reimbursement Expense Benefit maximum. A legally licensed physician who certifies that must order an emergency evacuation the severity of your injury or sickness warrants your emergency evacuation.

Emergency evacuation means that:

- a) your medical condition warrants immediate transportation from the place where you are injured or sick to the nearest hospital where appropriate medical treatment can be obtained; or
- b) after being treated at a local hospital, your medical condition warrants transportation to the place where you reside (provided such residence is located in the United States or Canada) to obtain further medical treatment or to recover; or
- c) both a) and b) above.

Covered expenses are expenses, up to the maximum, for transportation, medical services and medical supplies necessarily incurred in connection with your emergency evacuation.

All transportation arrangements made for evacuating you must be by the most direct and economical route. Expenses for special transportation must be:

- recommended by the attending physician; or
- required by the standard regulations of the conveyance in which you are transported.

The attending physician must recommend expenses for medical services and supplies.

Transportation means any land, water or air conveyance required to transport you during an emergency evacuation.

Special Transportation includes, but is not limited to, air ambulance, land ambulances, and private motor vehicles.

Sickness means sickness or disease, which causes loss covered herein for which symptoms are manifested while the policy is in force.

## **2.6 Repatriation Benefit**

When injuries covered by this policy result in a loss of life of an insured person outside 150 km from your city of permanent residence or outside Canada and occurs within 365 days from the date of the accident, CIGNA Life will pay the actual expense incurred for preparing the deceased for burial and shipment of the body to the city of residence of the deceased, to a maximum of \$10,000.

## **2.7 Family Transportation Benefit**

When injuries covered by this policy, result in an insured person being confined as an Inpatient in a hospital outside 150 km from the city of permanent residence or outside Canada and requires personal attendance of a member of the insured person's immediate family as recommended by the attending physician, in writing, CIGNA Life will pay for the expense incurred by the member of the family, for the transportation by the most direct route by a licensed common carrier to confined insured person, to a maximum of \$10,000.

"Member of the immediate family" means insured person's spouse, legal or common-law, parents, grandparents, children over age 18, brother or sister.

## **2.8 Home Alteration and Vehicle Modification**

In the event an insured person sustains an injury which results in a payment being made under the Schedule of Losses, excluding the Loss of Life Benefit, and such injury subsequently requires the use of a wheelchair to be ambulatory, CIGNA Life will pay the reasonable and necessary expenses actually incurred within 365 days from the date of accident for:

- the one-time cost of alterations to the insured person's principal residence to make it wheelchair accessible and habitable; and
- the one-time cost of modifications necessary to a motor vehicle utilised by the insured person to make the vehicle accessible or driveable for the insured person.

Benefit payments herein will not be paid unless:

- home alterations are made by a person or persons experienced in such alterations and recommended by a recognised organisation, providing support and assistance to wheelchair user; and
- vehicle modifications are carried out by a person or persons with experience in such matters and modifications are approved by the provincial vehicle licensing authorities.

The combined maximum payable will not exceed \$10,000.

## **2.9 Seat Belt Benefit**

In the event an insured person sustains an injury which results in a payment being made under the Schedule of Losses, the Principal Sum amount will be increased by ten percent if, at the time of the accident, the insured person was driving or riding in a vehicle and wearing a properly fastened seat belt.

Due proof of seat belt use must be provided as part of the written proof of loss.

"Vehicle" means a private passenger car, station wagon, van, or jeep-type automobile.

"Seat belt" means those belts that form a restraint system.

## **2.10 Special Education Benefit**

If you (the employee) suffer loss of life in a covered accident while the policy is in force, CIGNA Life will pay, in addition to all other benefits payable, a "special education benefit" up to a maximum of \$5,000 per year, on behalf of any dependant child who, on the date of the accident, is enrolled as a full-time student in any institution of higher learning beyond the 12<sup>th</sup> or 13<sup>th</sup> grade level, or was at the 12<sup>th</sup> or 13<sup>th</sup> grade level and subsequently enrolls as a full-time student in an institution of higher learning within 365 days following the date of the accident.

The "special education benefit" is payable annually for a maximum of four consecutive annual payments but only if the dependant child continues his/her education as a full-time student in an institution of higher learning. If, at the time of

the accident, none of the dependant children qualify, CIGNA Life pays an additional benefit of \$2,500 to the designated beneficiary (ies).

### **3. Exclusions**

The plan does not cover any loss, which is the result of:

- intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
- full-time, active duty in the armed forces;
- injury sustained while the insured person is performing any common, manual, or mechanical labour which may be construed as part of the insured person's regular duties for NAV CANADA;
- any accident which occurs during the period you (the employee) are required to live in another community, away from the work premises in the city of permanent assignment, for reasons of training or work assignments lasting longer than 60 days;
- acrobatic flying as defined by the Department of Transport;
- operations requiring a special permit or waiver from the Department of Transport even though granted, other than a permit waiver issued because of the territory to be flown over or landed upon; or
- crop dusting or spraying, seeding, fire fighting, sky writing, pipeline inspection, power-line inspection, aerial photography, exploration, racing, endurance test or exhibition stunt flying.

### **4. Exposure and Disappearance**

Loss resulting from unavoidable exposure to the elements and arising out of hazards described above shall be covered to the extent of the benefits afforded you.

If your body has not been found within one year of the disappearance, stranding, sinking or wrecking of the conveyance in which you were riding at the time of the accident it shall be presumed, subject to all other conditions of the policy, that you suffered a loss of life resulting from bodily injuries sustained in the accident and covered.

### **5. Termination of Coverage**

Coverage terminates upon the earlier of termination/retirement or attainment of age 75.

### **6. Claims Procedure**

In the event of a claim, notice of claim must be given to CIGNA Life within 30 days from the date of accident and subsequent proof of claim must be submitted to CIGNA Life within 90 days from the date of the accident.

A claim form can be obtained from the Compensation, Benefits & HR Systems Department.