

CHUBB

# Participant Accident Insurance

Group Policy for: Roller Sports Canada (hereinafter called the policyholder)

Issued by: Chubb Life Insurance Company of Canada

# **Insuring Agreement**

In consideration of the Application for Group Insurance, the Policy Schedule, payment of premiums when due, We have issued this Group Policy to the Policyholder. We agree to pay the benefits described in this Group Policy, subject to all of its terms, conditions and limitations.

This Group Policy (herein after referred to as "the Policy") goes into effect on the Effective Date shown in the Policy Schedule.

In this Policy, "the Policyholder" means the group master Policyholder named in the Policy Schedule and "We", "Us" or "Our" means Chubb Life Insurance Company of Canada.

IN WITNESS WHEREOF, Chubb Life Insurance Company of Canada has caused this Policy to be signed by its President in the City of Toronto, Ontario

A. Andrew Hollenberg, President

Chubb Life Insurance Company of Canada 199 Bay Street, 24th Floor, Toronto, Ontario, M5L 1E2

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# Policy Schedule

Policyholder: Roller Sports Canada	Policy No: SG10549501	
	Effective Date: May 01, 2019	
	Anniversary Date: January 01, 2020	
	Premium Due Date: May 01	
Class Description:	Class 1: All participating skaters, coaches, instructors, officials and volunteers of the policyholder	
Termination Age:	Upon attainment of age 70	

Schedule Of Coverage		
Renefits	Benefit Maximums	
Accidental Death & Dismemberment (AD&D)	Class 1: \$50,000 Principal Sum	
Permanent & Total Disability (PTD)	Class 1: \$50,000	
Additional Benefits		
Accidental Medical Reimbursement	\$15,000	
Accidental Dental	\$5,000	
Repatriation	\$15,000	
Occupational Retraining	\$15,000	
Family Transportation	\$15,000	
Spousal Occupational Training	\$15,000	
Home Alteration & Vehicle Modification	\$50,000	
Day Care	\$5,000 per year/4 years	
Special Education	\$5,000 per year/4 years	
In-Hospital Confinement Monthly Income	\$2,500 per month, 365 days overall maximum	
Seat Belt	\$25,000	
Identification	\$15,000	
Bereavement	\$5,000	
Funeral & Burial	\$10,000	
Burn	\$25,000	
Fracture	\$1,000	
Tutorial	\$2,000	
Prosthetic Appliances	\$3,000	

#### **Premium Rates**

Frequency: Annually

Premium:

Premium will be calculated based on the volume at inception. Thereafter, an adjustment will be done at each Anniversary Date calculated on one-half of the difference between the volume of insurance in force on the final day of the Policy term, and the volume of insurance in-force on the initial day of the Policy term.

# Description of Hazard: Sanctioned Sports Activity Coverage

Chubb Life Insurance will pay the benefits described in the policy for any accident which happens while an Insured person is participating in various sports activities which is sanctioned by and under the supervision of proper authority of the organization Roller Sports Canada.

Coverage includes direct travel to and from the event or training site, and while at the event.

With respect to air travel, the insurance afforded shall apply to loss caused by or resulting from travel or flight in any aircraft, or any other device for aerial navigation, including boarding or alighting there from, except:

- while being used for any test or experimental purpose; or
- · while the insured person is operating, learning to operate or serving as a member of the crew thereof; or
- while being operated by or for or under the direction of any military authority, other than transport type aircraft operated by the Canadian Armed Forces Air Transport Command or the similar air transport service of any other country; or
- any such aircraft or device which is owned or leased by or on behalf of the policyholder or any subsidiary or affiliate of such policyholder, or by an insured person or any member of his/her household; or
- while being used for firefighting, pipeline inspection, power line inspection, aerial photography or exploration.

Aggregate Limits: \$1,000,000

# **Effective Date of Coverage**

The insurance becomes effective on the later of:

- 1) the Effective Date; or
- 2) the date the Insured becomes eligible.

# **Termination of Coverage**

Termination of this Policy by the Policyholder

The Policyholder may terminate this Policy at any time by giving Us written notice of termination. Notice must be received by Us at least 30 days prior to the requested termination date.

Termination of this Policy by Us

We may terminate this Policy:

- 1) on the date the Grace Period expires, without notice; or
- 2) at any time prior to the Anniversary Date, by giving the Policyholder 30 days written notice of termination.

Termination of coverage for an Insured

Coverage for an Insured under this Policy terminates on the earliest of the following:

- 1) the date this Policy terminates; or
- 2) the date an Insured ceases to be eligible under this Policy.

# **Benefits**

This Policy provides the following benefits:

- 1. Accidental Death & Dismemberment Benefits
- 2. Permanent & Total Disability Benefits
- 3. Additional Benefits

All benefits provided under this Policy must be due to an Accident which occurs during the covered hazard. There are certain limitations and exclusions that apply, please see the "Exclusions & Limitations" section of this Policy.

#### 1. Accidental Death & Dismemberment

If an Insured suffers from an Injury which results in any one of the following specific losses within 365 days from the date of an Accident, We will pay the percentage of the principal sum as outlined in the Schedule of Losses below.

The definitions for these losses are set out in the "Terms Used in this Policy" section of the Policy. The principal sum amount is set out in the Policy Schedule.

#### Schedule of Losses

Loss of Life	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 Use 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 in Both Ears	The Dringing Com
Brain Death	The Drive and Green
Loss of Both Arms, Both Hands, Both Legs or Both Feet	The Time of Principal Sum
Loss of Doth Arms, Both Hands, Both Legs of Both Feet	
Loss of Use of Both Arms, Both Hands, Both Legs or Both Feet	Two Times The Principal Sum
Quadriplegia	Two Times The Principal Sum
Paraplegia	Two Times The Principal Sum
Hemiplegia	Two Times The Principal Sum
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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	Three-Quarters of The Principal Sum
Loss of Use of One Hand or One Foot	Three-Quarters of The Principal Sum
Loss of Entire Sight of One Eye	Three-Quarters of The Principal Sum
Loss of Speech or Hearing in Both Ears	Three-Quarters of The Principal Sum
Loss of Thumb and Index Finger of Same Hand	One-Third of The Principal Sum
Loss of Use of Thumb and Index Finger of Same Hand	One-Third of The Principal Sum
Loss of Four Fingers of Same Hand	One-Third of The Principal Sum
Loss of Hearing in One Ear	One-Third of The Principal Sum
Loss of All Toes of Same Foot	One-Ouarter of The Principal Sum

All benefits that are payable at Two Times The Principal Sum are subject to an all policies combined maximum benefit amount of \$1,000,000.

Where there is a complete severance of a hand, foot, arm or leg, We will pay the amount specified even if the severed limb is surgically reattached, whether successful or not.

In no event will We pay more than one (the largest) loss in respect to all Injuries sustained from an Accident.

# 2. Permanent & Total Disability Benefit

If an Insured suffers an Injury that results in Permanent & Total Disability, We will pay the Permanent & Total Disability Benefit amount set out in the Policy Schedule, less any benefit payment already made under the Accidental Death & Dismemberment Benefit as a result of the same Accident.

Permanent & Total Disability means that after 365 days from the date of an Accident the Insured is completely and irreversibly unable to perform at least two of the six Activities of Daily Living without assistance from another person, as deemed by a Physician and as supported by objective medical evidence.

Activities of Daily Living mean the following:

- 1) Bathing: Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
- 2) Dressing: Putting on and taking off all items of clothing and any required braces, fasteners or artificial limbs.
- 3) Transferring: Moving into or out of a bed, chair or wheelchair.
- 4) Toileting: Getting to and from the toilet, getting on and off the toilet, and performing related personal hygiene.
- 5) Continence: Ability to maintain control of bowel and bladder function; or, when not able to maintain control of bowel or bladder function, the ability to perform related personal hygiene (including caring for catheter or colostomy bag).
- 6) Eating: Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table).

#### 4. Additional Benefits

#### Disappearance Benefit

If an Insured's body has not been found within 365 days from the date of a disappearance, stranding, sinking or wrecking of the vehicle or other conveyance in which the Insured was riding at the time of the Accident, We will presume that the Insured suffered a loss of life resulting from Injuries sustained in the Accident. We will pay the principal sum amount as set out in the Policy Schedule for the Accidental Death and Dismemberment Benefit.

# Accident Medical Reimbursement

If an Insured suffers an Injury within 30 days of an Accident that results in the Insured incurring any of the following expenses, within 365 days from the Accident, We will reimburse the Insured for all eligible expenses incurred:

- qualified Physician, surgeon and anesthetist fees, including fees charged for the purposes of claim form completion for claims validation;
- necessary care and services from a Hospital, including x-rays and medicines (but not including room ward, semi-private or private charges);

- services from a registered graduate nurse who is not related by blood or marriage to the Insured or ordinarily resident with the Insured or a business associate of the Insured, subject to a maximum of \$50/hour to a maximum of \$5,000 per Insured for all Injuries resulting from any one Accident;
- ambulance fees, subject to a maximum of \$300;
- services of a qualified physiotherapist, occupational therapists, certified athletic sports therapists, osteopath, chiropractor or podiatrist, subject to a maximum of \$1,000;
- rental of a wheel chair or other approved durable equipment for temporary therapeutic treatment, but not to exceed the purchase price prevailing at the time such rental became necessary;
- purchase for the first time, of hearing aids, eyeglasses, crutches, trusses, braces, casts and splints, subject to a maximum of \$1,000;
- orthopedic appliances subject to a maximum of \$1,000; and
- drugs or medicines dispensed by a licensed pharmacist, which requires the prescription from the attending Physician.

We may require proof of payment (original receipts) up to 365 days from the date of submission. An Explanation of Benefits (EOB) must be submitted with the claim, if a portion of reimbursement may be covered under another group health benefits plan.

The maximum benefit amount payable is shown in the Policy Schedule. All expenses must be incurred within Canada and on the recommendation of a Physician.

# Accidental Dental Expense Reimbursement

If an Insured suffers an Injury to whole and sound teeth within 30 days of an Accident that requires dental treatment within 365 days from the Accident, We will reimburse the Insured for the expenses incurred for such dental treatment.

Teeth which have been capped or crowned are considered whole and sound except where they have undergone endodontic treatment. If an Injury to a capped or crowned tooth causes damage to the remaining tooth structure, We will cover the cost required to prepare a new cap or crown.

We will not cover the treatment if a cap or crown is damaged or dislodged without Injury to the remaining tooth structure, or for the replacement of dentures.

All benefit payments will be made in accordance with the schedule of fees published by the Dental Association in the Insured's province or territory of residence.

The maximum benefit amount payable is shown in the Policy Schedule. All expenses must be incurred within Canada and on the recommendation of a dentist who is not an Immediate Family Member of the Insured.

#### Repatriation Benefit

If an Injury results in an Insured's loss of life more than 150 kilometers from their city of permanent residence, We will pay the actual expense incurred for preparing the Insured's body for burial and shipment of the body to their city of residence.

The maximum benefit amount payable is shown in the Policy Schedule.

#### Occupational Retraining Benefit

When an Insured sustains an Injury that results in a benefit payment being made by Us, except for payment for loss of life, We will pay the reasonable and necessary expenses actually incurred for Occupational Retraining for the Insured if:

- 1) the training is required because of Injury and in order for the Insured to be qualified to engage in an occupation they would not have been engaged in, except for such Injuries; and
- 2) expenses are incurred within two years from the date of the Accident.

We will not pay for ordinary living, traveling or clothing expenses.

The maximum benefit amount payable is shown in the Policy Schedule.

# Family Transportation Benefit

If an Injury results in an Insured being confined as an In-Patient in a Hospital more than 150 kilometers from their permanent city of residence, and requires personal attendance of an Immediate Family Member, as recommended by a Physician in writing to Us, We will reimburse the expense incurred by the Immediate Family Member, for the transportation by the most direct route by a licensed common carrier to where the Insured is confined.

The maximum benefit amount payable is shown in the Policy Schedule.

# Spousal Occupational Training Benefit

When an Injury results in a payment being made by Us for loss of life, We will pay the expense actually incurred by the Insured's Spouse for a formal occupational training program for the purpose of specifically qualifying the Insured's Spouse to gain active employment in an occupation they would otherwise not have sufficient qualifications.

Expenses must be incurred within 365 days from the date of the Accident.

The maximum benefit amount payable is shown in the Policy Schedule.

# Home Alteration and Vehicle Modification Benefit

When an Insured sustains an Injury that results in a payment of an Accidental Death and Dismemberment Benefit being made by Us, except for a loss of life, and such Injury subsequently requires the use of a wheelchair to be ambulatory, We will pay the reasonable and necessary expenses actually incurred within 365 days from the date of the Accident for:

- 1) the one-time cost of alterations to the Insured's principal residence to make it wheelchair accessible and habitable; and
- 2) the one-time cost of modifications necessary to a motor vehicle utilized by the Insured to make the vehicle accessible or operable for the Insured.

This benefit payment will not be paid unless:

- 1) home alterations are made by a person or persons experienced in such alterations and recommended by a recognized organization, providing support and assistance to wheelchair users; and
- 2) 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 maximum payable under both items 1 and 2 combined will not be more than 10% of the principal sum amount up to the maximum amount shown in the Policy Schedule.

#### Day Care Benefit

When an Insured sustains an Injury that results in a payment being made by Us for loss of life, We will also pay 5% of the principal sum amount for the reasonable and necessary day care expenses actually incurred for any Dependent Child who is 12 years of age and under and enrolled in a legally licensed day care centre either on the date of the Accident or within 365 days following the date of the Accident.

This benefit will be paid each year for four consecutive years, upon receipt of satisfactory proof that the Dependent Child is enrolled in a legally licensed day care centre, subject to the maximum amount shown in the Policy Schedule.

#### Special Education Benefit

When an Insured sustains an Injury that results in a payment being made by Us for loss of life, We will also pay 5% of the principal sum amount for expenses actually incurred on behalf of any Dependent Child who, on the date of the Accident, is enrolled as a full-time student in any post-secondary institution of higher learning or was at the 12th grade level, and subsequently enrolls as a full-time student in a post-secondary school within 365 days following the date of the Accident.

This benefit is payable annually for a maximum of four consecutive annual payments but only if the Dependent Child continues their education as a full-time student in a post-secondary school.

The maximum benefit amount payable is shown in the Policy Schedule.

# In-Hospital Confinement Monthly Income Benefit

When an Insured sustains an Injury that results in a payment for an Accidental Death and Dismemberment Benefit being made by Us, except for the loss of life, and such Injury, on the recommendation of a Physician, requires the Insured to be confined in a Hospital as an In-Patient, We will pay for each full month, 1% of the principal sum amount, up to the maximum amount stated in the Policy Schedule, or 1/30th of the monthly benefit for each day of a partial month.

This benefit is paid from the Insured's 1st full day of hospital confinement, not to exceed 365 days in aggregate for each period of hospital confinement.

# Seat Belt Benefit

When an Insured sustains an Injury that results in a payment for an Accidental Death and Dismemberment Benefit being made by Us, We will increase the principal sum amount by 10%, up to the maximum amount stated in the Policy Schedule, if at the time of the Accident the Insured 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.

#### Identification Benefit

When an Insured sustains an Injury more than 150 kilometers from the Insured's permanent city of residence that results in a payment being made by Us for loss of life, We will reimburse the expenses actually incurred by an Immediate Family Member for the transportation, by the most direct route by a vehicle or a common carrier conveyance, and accommodations, not to exceed three consecutive days, when required and requested by police or similar government authority, to identify the Insured's body.

This benefit maximum amount is shown in the Policy Schedule.

#### Bereavement Benefit

When an Insured sustains an Injury that results in payment being made by Us for loss of life, We will also pay the reasonable and necessary expenses actually incurred by an Insured's Spouse and all Dependent Children, for grief counseling by a Professional Counsellor up to the benefit maximum amount shown in the Policy Schedule.

#### Funeral & Burial Benefit

When an Insured sustains an Injury that results in payment being made by Us for loss of life, We will also pay the reasonable and necessary expenses actually incurred for preparing the deceased for burial or cremation and/or funeral expenses including purchase of a burial plot, gravesite or mausoleum for the interment of the remains, including any markers or monuments.

The benefit maximum amount is shown in the Policy Schedule.

#### Burn Benefit

If an Insured suffers third degree burns due to an Accident, We will pay a percentage of the Accidental Death and Dismemberment principal sum amount, depending on the area of the body which was burned, according to the following table.

Body Part Face, Neck, Head	% of Principal Sum
Face, Neck, Head	100%
Torso (Front or Back)	35%
Either Lower Leg (below knee)	25%
Hand & Forearm	25%
Either Upper Arm	15%
Either Thigh	10%

The benefit maximum amount is shown in the Policy Schedule.

### Fracture Benefit

If an Insured sustains any of the fractures and dislocations listed due to an Accident, We will pay a percentage of benefit maximum amount is shown in the Policy Schedule, according to the following schedule, and not more than one such indemnity, the largest, shall be payable as the result of any one Accident.

For Complete Fracture (including Greenstick type fracture)

Of the Skull (depressed)	100%
Of the Skull (not depressed)	33%
Of the Spine (one or more vertebrae)	50%
Of the Jawbone (mandible or maxilla)	33%
Of the Thigh (femur)	33%
Of the Pelvis	33%
Of the Knee Cap	27%
Of the Lower Leg	25%
Of the Shoulder Blade	25%
Of the Ankle (small bones)	25%
Of the Wrist (small bones)	25%
Of the Forearm (compound or comminuted)	23%
Of the Forearm (not compound)	12%
Of the Sacrum or Coccyx	17%
Of the Sternum	17%
Of the Arm, between the Elbow and Shoulder	17%
Of the Collarbone	12%
Of the Nose	12%
Of two or more Ribs	10%
Of one Hand (one or more metacarpals)	90/
Of one Foot (one or more metatarsals)	00/
Of the Facial Bones	0/0
Of one Rib	-0/
Of any Bone not specified above	5%
For Complete Dislocation	50 p.c
Of the Hip	42%
Of the Knee (with open primary repair)	33%
Of the Shoulder (with open reduction)	25%
Of the Wrist	17%
Of the Ankle	17%
Of the Elbow	12%
Severance of tendon or tendons	
Heel (Achilles)	22%
Ankle	
Knee	
Foot (not toes)	17%
Elbow	17%
Wrist	12%
Hand (including fingers)	12%
Miscellaneous	
Ruptured kidney (operative)	27%
Ruptured liver (operative)	27%
Ruptured spleen (operative)	27%
Punctured lung – with open surgery	23%
Burns – requiring one or more skin grafts	27%
Knee-injured and requiring surgery (when there is no fracture or dislocation)	22%
Bone operation - injured portion removed (when there is no fracture or dislocation)	20%

# Tutorial Benefit

When Injury shall, within 30 days from the date of the Accident which caused such Injury, totally confine the Insured to their residence or a hospital for a period in excess of 40 consecutive school days, We will pay the expenses incurred within 12 months immediately following the date of the Accident which caused such Injury for the tutorial services of a qualified teacher, other than a relative of the Insured living in the same residence, holding a current Provincial Department of Education Teaching Certificate for the grade attained by the Insured, at a rate not to exceed \$20.00 per hour up to an aggregate amount of \$2,000 as a result of any one accident.

#### Prosthetic Appliances Benefit

If as a result of a covered injury, a physician prescribes a permanent prosthesis (artificial limbs and eyes), the Chubb Life will pay the cost of such permanent prosthesis to a maximum of \$3,000 provided the permanent prosthesis is prescribed and purchased within 365 days of the date of the accident.

# **Exclusions & Limitations**

We will not pay any benefits for which a loss is caused, directly or indirectly, by or resulting from any of the following:

- suicide or attempted suicide, or any intentionally self-inflicted Injury;
- declared or undeclared war, or any act thereof;.
- · sickness, disease, or bodily infirmity, whether the loss or claim results directly or indirectly from any of these;
- travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured is:
  - i. riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
  - ii. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or
  - iii. riding as a passenger in an owned aircraft or leased aircraft operated by the Policyholder.
- infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an Accidental cut or wound independent, and in the absence of, any underlying sickness, disease or condition including diabetes;
- while an Insured is on full-time active duty in the armed forces or organized reserve corps of any country or international authority;
- death from natural causes:
- experimental drugs not approved by the governing Canadian Federal agency regulatory body responsible for such approvals;
- expenses covered under any Government Health Insurance Plan;
- normal pregnancy or childbirth.

#### **Premiums**

#### Premium Due Date

Premiums are due to us and must be paid on the Premium Due Date stated in the Policy Schedule, subject to the Grace period section below.

# Premium for Each Insured

The amount of premium payable for each Insured shall be determined by the benefits and rates applicable per Insured as outlined on the Policy Schedule.

#### Reports and Premium Payments

Where the Policyholder does not receive a billing statement from Us, the Policyholder, or their appointed administrator shall submit to Us sufficient information to demonstrate the number of Insureds per class and the premium being submitted for those Insureds at the same interval as the premium frequency stated on the Policy Schedule.

#### Premium Rate Changes

We may set new premium rates on any Anniversary Date; We will provide the Policyholder 45 days prior written notice of change.

We may set new premium rates at any time during the Policy term, but not more than once, for the following:

- an amendment or termination of any other plan which provides benefits which are offset against benefits under this Policy;
- 2) the passing of provincial/territorial or federal law or regulation which results in a change to (i) the liability for provision of benefits under this Policy; or (ii) the taxability of premiums or benefits.

#### Premium Adjustments

A premium adjustment will be made for each of the following changes to the amount of insurance in force under this Policy:

- 1) changes due to an amendment to the Policy;
- 2) retroactive changes made to correct the effect of a clerical error;
- 3) retroactive changes required due to the late reporting of the addition or termination of Insureds; and
- 4) any other changes that take effect more than one month prior to the next Premium Due Date.

Retroactive adjustments which result in a credit to the Policyholder will be limited to three months.

#### Grace Period

A Grace Period of 31 days from the Premium Due Date will be granted for the payment of premiums. During the Grace Period this Policy will remain in force, but the Policyholder will be liable to Us for the payment of the premium that accrues during such period. If the Policyholder does not pay the overdue premium and any premium falling due within the Grace Period, this Policy will automatically terminate without notice to the Policyholder. No Grace Period will be granted when a written notice of cancellation has been received.

The Grace Period does not apply to the first Premium Due Date. Failure to pay the first premium, on or before the first Premium Due Date; will immediately terminate this Policy as of the Effective Date.

# Beneficiary

An Insured has the right to name a beneficiary. Failing such designation, all benefits will be paid to the estate of the Insured.

All other indemnities of this Policy will be payable to the Insured.

An Insured can change their beneficiary at any time, where permitted by law. We assume no responsibility for the validity of such designation or change of beneficiary.

The beneficiary designation, if any, made by the Insured under the replaced group policy has been retained. The Insured should review the existing designation to ensure it reflects his current intention.

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

# Making a Claim

#### Payment of Claims

All indemnities under this Policy are payable to the Insured. In the event the Insured dies prior to the benefit being paid, the payment will be made to the beneficiary on record as indicated under Beneficiary section of this Policy.

All claims for benefits should be submitted on Our standard claim forms. Claim forms will be provided by Us within 15 days of receipt of notice of claim by the person eligible to make a claim.

#### Company to Furnish Forms for Proof of Claim

We shall furnish forms for proof of loss within 15 days after receiving notice of claim but where the claimant has not received the forms within that time they may submit proof of loss in the form of a written statement of the happening and character of the Accident giving rise to the claim and of the extent of the loss.

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#### Time Limit for Filing A Claim

All benefits must be claimed within 30 days after the circumstance, for which the claim has arisen, or as soon thereafter as reasonably possible and, in any case, within 365 days after the circumstance for which the claim has arisen. We will not accept notice of claim beyond 365 days.

### Proof of Loss

Documentation providing proof of circumstances for which the claim has arisen may include but not limited to;

- Statement outlining the cause and nature of the Accident for which the claim is made;
- Physician statements (at the claimant cost);
- Death certificate if applicable;
- Police and/or accident reports;
- Medical records

#### Failure to Give Notice of Proof

Failure to give notice of claim or furnish proof of loss within the time prescribed in this Policy will not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible and if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed. In no event will We accept notice of claim beyond 365 days from date of the Accident.

#### When Monies Payable

All monies payable under this Policy other than benefits for loss of time shall be paid by Us within 60 days after We have received proof of claim.

#### Right to Examination

We have the right, and the claimant or beneficiary, executor or any other person representing the deceased, shall afford to Us an opportunity to examine the Insured when and as often as it may reasonably require while the claim hereunder is pending, and also, in the case of the death of the Insured, to make an autopsy subject to any law of the province or territory relating to autopsies applicable in the Insured's province or territory of residence.

# **General Policy Provisions**

#### The Contract

This Policy, the Application for Group Insurance, 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. No agent has authority to change the contract or waive any of its provisions.

The Insured and any claimant under this Policy has the right, as determined by law applicable in the Insured's province or territory of residence, to obtain a copy of this Policy, upon request, subject to certain access limitations.

#### Waiver

We shall be deemed not to have waived any condition of this Policy, either in whole or in part, unless the waiver is clearly expressed in writing and signed by Us.

# Assignment

Benefits payable under this Policy shall not be assigned.

#### **Participating**

This Policy is non-participating.

#### Participation Requirements

This Policy provides mandatory coverage; all eligible Insureds must be covered in their respective class.

#### Notice to New Insureds

It is the responsibility of the Policyholder, or their appointed administrator, to supply material to eligible Insureds and to maintain records of all Insureds under the Policy within 31 days of them becoming eligible.

#### Non-paper Technologies

Where appropriate, We may make available the use of technology (e.g., electronic signatures, applications, claim forms, and other documents) as an alternative to documents in paper form. Examination and Audit

We are permitted to examine the Policyholder's records relating to this Policy at any reasonable time and place during the Policy term and after expiration of the Policy until final adjustment and settlement of all claims and other matters hereunder.

#### Government Hospital Plans

No payment shall be made for services rendered by a Hospital, except for reimbursement of charges which are in excess of benefits payable for Hospital services under any government laws of Canada or any province or territory.

#### Not in Lieu Of

This Policy is not in lieu of and does not affect any requirement for coverage by workers' compensation insurance, or similar coverage.

#### Currency

All monies payable under this Policy shall be paid in lawful Canadian currency.

#### Conformity with Statutes

Any provision, terms or conditions of this Policy which are in conflict with the statutes of the province or territory in which the Policy is delivered are hereby amended to conform to the minimum requirements of such province or territory. This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims. *Clerical Error* 

A clerical error is a mistake in writing, typing or copying data. A clerical error made by the Policyholder or Us will not invalidate insurance otherwise in force, or continue insurance otherwise terminated under the terms of this Policy. If an Insured's age has been misstated, their true age will be used to determine:

- 1) the effective date or termination date of insurance;
- 2) the amount of insurance; and
- 3) any other rights or benefits under this Policy.

We will adjust the insurance in force where it is affected by a clerical error or a misstatement of age. A premium adjustment which reflects the adjustment in insurance will be made on a subsequent Premium Due Date.

#### **Booklets or Certificates**

We will produce a booklet or certificate of insurance, or provide wording to be included in a Policyholder's benefit booklet, for each Insured under this Policy. The booklet or certificate of insurance wording will set out the main features of insurance and will be distributed by the Policyholder to each Insured.

Possession of a booklet or certificate of insurance alone does not entitle an Insured to insurance under this Policy. The Policy must be in effect, premiums must be paid and the Insured must satisfy all the requirements for coverage to apply. The booklet or certificate of insurance is not a contract of insurance, nor does it create or confer any contractual or other rights. The provisions of this Policy will govern if they are in conflict with the booklet or certificate of insurance.

#### Contesting the Policu

In the absence of fraud, the validity of this Policy will not be contested if it has been in force for two years from its issue date and all premiums due in that time have been paid.

#### Legal Actions

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, Limitations Act, 2002 or other applicable legislation in the Insured's province or territory of residence.

# Quebec Drug Coverage Notification

The Policyholder shall provide Us with a copy of the non-renewal notice sent by the insurer providing prescription drug coverage pursuant to the Quebec Act respecting prescription drug insurance (the "prescribed drug coverage"), as amended, no later than 20 days before the non-renewal of the related insurance contract. We will not be able to maintain the Policy in force for the Insureds resident in Quebec unless a policy providing the prescribed drug coverage is in force at all times.

# **Protecting Your Personal Information**

At Chubb, We are committed to protecting Our customers' privacy. Chubb's policy is to limit access to customer information to those who need it to serve customers' insurance needs and to maintain and improve customer service. The information provided by customers is required by us, Our reinsurers and authorized administrators to assess customers' entitlement to benefits, including but not limited to determining if coverage is in effect, investigating the applicability of exclusions and co-ordinating coverage with other insurers. For these purposes, We, Our reinsurers and authorized administrators consult existing insurance files about customers, collect additional information about and from customers, and where required, collect information from and exchange information with, third parties. We do not disclose customer information to third parties other than Our agents and brokers, except as necessary to conduct business, e.g., processing claims or as required by law. We advise customers that, in some instances, employees, service providers, agents, reinsurers, and any of their providers, of Chubb may be located in jurisdictions outside Canada and that customers' personal information may thus be subject to the laws of those foreign jurisdictions.

The Privacy Officer; Chubb Insurance Company of Canada, 199 Bay Street, 25th Floor, Toronto, Ontario, M5L 1E2. For more information on privacy at Chubb, visit Chubb.com/ca

# **Complaint Procedures**

If an Insured has a complaint or inquiry about any aspect of this insurance coverage, please call 1-877-534-3655 between 8:00 a.m. and 8:00 p.m. (ET), Monday to Friday.

If for some reason the Insured is not satisfied with the resolution to their complaint or inquiry, the Insured may communicate their complaint or inquiry in writing to Our complaints officer:

Chubb Insurance Company of Canada 199 Bay Street, Suite 2500 P.O. Box 139 Commerce Court Postal Station Toronto, ON M5L 1E2 Email: complaintscanada@chubb.com

If the Insured is still not satisfied with the resolution to their complaint or inquiry, the Insured may communicate their complaint or inquiry in writing to:

OmbudService for Life & Health Insurance 401 Bay Street, PO Box 7 Toronto, Ontario M5H 2Y4

#### **Definitions**

Terms Used in This Policy

Some words that are used in this Policy have very specific meanings that are introduced in the text, set out in the Insuring Agreement, Policy Schedule or defined below:

Accident or Accidental means a sudden, unforeseen, fortuitous event, including unavoidable exposure to the elements.

Anniversary Date means the date on which the Policy will renew. The initial Anniversary Date is as stated in the Policy Schedule; subsequent Anniversary Dates will be every 12 months thereafter.

**Brain Death** means irreversible unconsciousness with total loss of brain function; and complete absence of electrical activity of the brain, even though the heart is still beating.

**Dependent Child or Dependent Children** means the Insured's eligible unmarried natural, adopted, stepchild or common law child who is principally dependent on the Insured or the Insured's Spouse for financial support and is:

- 1) under 21 years of age;
- 2) under 25 years of age and attending school on a full-time basis; or
- 3) over age 21 and dependent by reason of mental or physical infirmity and incapable of self-sustaining employment.

Effective Date means the date that coverage under the Policy starts.

Hospital means a legally constituted establishment which meets all of the following requirements:

- operates primarily for the reception, care and treatment of sick, ailing or injured persons as In-Patients;
- provides 24 hour a day nursing service by registered or graduate nurses;
- has a staff of one or more licensed Physicians available at all times;
- provides organized facilities for diagnosis and surgical facilities; and
- is not primarily a clinic, nursing home or convalescent home or similar establishment nor, other than incidentally, a place for the treatment of alcoholics or drug addicts.

Immediate Family Member means Spouse, parent or stepparent, child or stepchild, brother or sister, stepbrother or stepsister, brother-in-law or sister-in-law, mother-in-law or father-in-law, and son-in-law or daughter-in-law.

Injury means bodily harm resulting directly and independently of all other causes from an Accident.

**In-Patient** means a person admitted to a Hospital as a resident or bed-patient who is provided at least one day of room and board by the Hospital.

**Insured** means a person, who has a direct relationship with the Policyholder, and whose name appears on an eligible insured listing provided, or held with the Policyholder.

**Loss** means with respect to:

- hand or foot, the actual severance through or above the wrist or ankle joint;
- arm or leg, the actual severance through or above the elbow or knee joint;
- sight, the remaining vision must be no better than 20/200 using a corrective aid;
- speech, the total and permanent loss of speech which does not allow audible communication in any degree;
- hearing, the total and permanent loss of hearing which cannot be corrected by any hearing aid;
- loss of thumb and index finger of same hand or loss of four fingers of same hand, the actual severance through
  or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand); and
- toes, the actual severance through or above the metatarsophalangeal joints (the joints between the toes and the foot) 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 (total paralysis of upper and lower limbs of one side of the body), means the complete and permanent paralysis of such limbs, provided such loss of function is continuous for 180 consecutive days.

Loss of Use means the total and permanent loss of function of an arm, hand, foot, leg or thumb and index finger of the same hand, provided such loss of function is continuous for 365 consecutive days.

**Physician** means a Doctor of Medicine (M.D.) duly licensed to practice medicine in Canada and recognized by the College of Physicians and Surgeons in the province, territory or country in which treatment is rendered, and who is not an Immediate Family Member of the Insured.

**Physician's Care** means the regular and personal care of a Physician, which under prevailing medical standards is appropriate for the condition(s) causing the Total Disability.

Policy Schedule means the Policy Schedule which is attached to and forms a part of this Policy.

**Premium Due Date** for the initial premium due is the Effective Date. The Premium Due Date for subsequent annual premiums will fall each year on the same month and day as the Policy Effective Date.

**Professional Counsellor** means a therapist or counsellor who is licensed, registered or certified to provide such treatment.

Seat Belt means a belt or strap in a Vehicle securing a person to prevent Injury.

**Spouse** means a person who is legally married to the Insured, or if there is no such person, is a person who qualifies as a common law or domestic partner under the provisions of the laws of the jurisdiction in which the Insured resides.

**Vehicle** means a four-wheeled motor vehicle with a maximum seating capacity of nine people, manufactured, designed and registered as a private passenger vehicle.