

# Chubb Life Insurance Company of Canada (Hereinafter called the Company)

CHUBB®

Group Policy for: **The Edmonton Pipe Industry  
Health & Welfare Plan**  
(hereinafter called the policyholder)  
Group Policy No. **AB10551601**

## Insuring Agreement

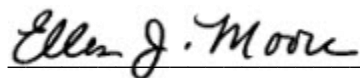
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**Policy Effective Date:** July 1, 2019 to open  
**(From 12:01 a.m. Standard time at the Policyholder's Address)**

**Premium:** This policy is issued in consideration of the payment of the premium. All premiums are payable solely by the Policyholder on or before the date they become due.

This insurance is provided by the Company in consideration of payment of the required premium.

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.



Ellen J. Moore  
President

## Policy Definitions

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**“Accident”** means a sudden, unforeseen, fortuitous event.

**“Actively at Work”** means the Primary Insured must:

- a. be actually working at the Policyholder’s place of business or a place where the Policyholder’s business requires him to work on a permanent, full time basis for at least 20 hours per week; or
- b. be actually working at the Policyholder’s place of business or a place where the Policyholder’s business requires him to work on a permanent part-time basis for less than 20 hours per week (if approved by the Company); or
- c. be absent due to vacation, weekends, statutory holidays, or shift variances.

**“Anniversary Date”** means the date on which the policy will renew. The initial anniversary date will be 12 months from the effective date and every 12 months thereafter.

**“Annual Salary”** means the gross annual earnings, excluding bonuses, and overtime while the Primary Insured was last Actively at Work.

**“Commissions”** are earnings based on the average commissions received over the last 24 months or the period of commissioned employment if less.

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

- a. from birth to 21 years of age;
- b. under age 25 and attending school on a full-time basis; or
- c. over age 21 and dependent by reason of mental or physical infirmity and incapable of self-sustaining employment, and totally dependent on the Primary Insured or the Primary Insured’s Spouse for financial support.

Dependent children can only be covered under either the Primary Insured or the Primary Insured’s Spouse.

**“Family Member”** means spouse, parent or stepparent, child or stepchild or 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.

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

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

**“Injury”** means bodily injury sustained by an insured resulting directly or independently of all other causes from an accident while an Insured is covered under this policy. Injury must result within a 365 day period after the date of the accident.

**“In-Patient”** means an Insured 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” or “Insured Person”** means any person who qualifies for coverage under an eligible class of the Policyholder as outlined in the Schedule of Benefits.

**“Non-Smoker”** means the Insured has not smoked cigarettes, cigarillos, cigars, pipe or chewing tobacco or used any nicotine products (e-cigarette, patch, gum, etc.) for twelve months or more prior to the date of enrollment.

**“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 in which the treatment is rendered, who is not the Insured, and who is not the Insured’s Family Member.

**“Policy Effective Date”** means the date that coverage under the policy will commence.

**“Premium Due Date”** means the Policy Effective Date for the initial premium due, and the same day of the month in each and every month thereafter.

**“Primary Insured Person”** or **“Primary Insured”** means an Insured Person who:

- a. has a direct relationship with the Policyholder;
- b. where applicable, elects coverage under this policy; and
- c. pays the required premium, for the insurance elected.

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

**“Seat Belt”** means those belts that form a restraint system.

**“Sickness”** means any illness, disease or physical condition for which symptoms first appeared while the policy is in force, and includes Insured Conditions for the purposes of Critical Illness.

**“Specialist”** means a Physician whose practice is limited to the particular branch of medicine or surgery required to diagnose or perform surgery upon the specified insured condition.

**“Spouse”** means a person who:

- a. is legally married to the Primary Insured and cohabitates with the Primary Insured; or
- b. cohabitates with the Primary Insured and has been publicly represented as his or her domestic partner for a period of at least one year in the community in which they reside and continues to be represented as such.

**“Totally Disabled or Total Disability”**, with respect to waiver of premium, means that, due to injury or sickness, the Insured is unable from performing the substantial and material duties of his or her regular occupation for six consecutive months and is under the regular care and treatment of a Physician.

**“Treatment”** means a medical or therapeutic procedure prescribed, performed or recommended by a Physician including, but not limited to, prescribed medication and surgery related to any type of cancer or symptom.

**“Vehicle”** means a private passenger vehicle, station wagon, van, or jeep-type automobile.

## General Policy Provisions

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### **The Contract**

This policy, the Application for Group Insurance, the proposal and the individual enrollments of the eligible persons, where applicable, constitute the entire contract between the parties. This includes the endorsements, insertions or riders, if any. No agent has authority to change the contract or waive any of its provisions.

### **Waiver**

The Company 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 Company.

### **Assignment**

Benefits payable under this policy shall not be assigned.

### **Participating**

This policy is non-participating.

### **Participation Requirements**

This policy provides mandatory coverage and may also provide optional coverage, where indicated. Where mandatory coverage is provided, all eligible Primary Insureds must be covered.

The minimum number of eligible insureds under this policy is at least five eligible Primary Insureds.

### **Notice to New Primary Insureds**

It is the responsibility of the Policyholder to supply enrolment material to eligible Primary Insureds and to inform the Company of the addition of new Primary Insureds within 31 days of becoming eligible.

### **Grace Period**

A Grace Period of 31 days will be granted for the payment of premiums accruing after the first premium, during which Grace Period the policy shall continue in force, but the Policyholder shall be liable to the Company for the payment of the premium accruing for the period the policy continues in force. No Grace Period will be granted when a written notice of cancellation or termination has been received by us at our offices.

### **Beneficiary**

An Insured Person has the right to name a beneficiary at time of enrollment.

It is understood that the beneficiary designation made under the Policyholder's Group Life Insurance Policy shall be recognized as the beneficiary under this policy, unless a further designation has been made that specifically identifies this policy. Failing such designation, all benefits will be paid to the Estate of the Insured Person.

An Insured Person can change his beneficiary at any time, where permitted by law. The Company assumes no responsibility for the validity of such designation or change of beneficiary.

The beneficiary designation made by the group insured (if any) under the replaced group policy will be retained. The group's insured persons should review the existing designation to ensure it reflects his/her 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.**

## **Examination and Audit**

The Company shall be 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.

## **When Monies Payable Other Than For Loss of Time**

All monies payable under this contract other than benefits for loss of time shall be paid by the Company within 60 days after it has received proof of claim.

## **When Loss of Time Benefits Payable**

The initial benefits for loss of time shall be paid by the Company within 30 days after it has received proof of claim, and payments shall be made thereafter within each succeeding 60 day period while the Company remains liable for the payments if the Policyholder, whenever required to do so, furnishes prior to payment proof of continuing disability.

## **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/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 contract shall be paid in lawful Canadian currency.

## **Gender**

Any reference to the masculine gender in this policy will also include the feminine gender.

## **Conformity with Provincial Statutes**

Any provision of this policy or any condition of this policy which is in conflict with the statutes of the province in which the policy is delivered is hereby amended to conform to the minimum requirements of such province. 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. All other terms and conditions of the policy remain unchanged.

## **Clerical Error**

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

- a. the effective date or termination date of insurance;
- b. the amount of insurance; and
- c. any other rights or benefits under this policy.

The Company will adjust the insurance in force where this 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**

The Company will produce a booklet for each Primary Insured under this policy, unless the Company and the Policyholder have otherwise agreed. The booklet will set out the main features of insurance and will be distributed by the Policyholder to each Primary Insured.

Possession of a booklet alone does not entitle a Primary Insured to insurance under this policy. The policy must be in effect, premiums must be paid and the Primary Insured must satisfy all the requirements. The booklet 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.

## **Contesting the Policy**

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.

## **Misrepresentation**

If it is found that an Insured Person materially misrepresented his eligibility or medical status in order to obtain insurance under this policy, the Company has the right to void the application within the first two years of the date of issue or within two years of any change requested by the Insured Person.

A misrepresentation is a false statement on an insurance application as to a past or present fact which leads the Company to issue an insurance contract whereas the Company would not have issued the contract if the accurate facts were known.

## **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 of residence.

## **Change of Insurer**

A person insured under a former policy may not be excluded from the new policy or be denied benefits solely because of a pre-existing condition limitation that was not applicable or that did not exist in the former policy, or because the person is not at work on the date of coming into force of the new policy.

The insured person and any claimant under this policy has the right, as determined by law applicable in the insured person's province of residence, to obtain a copy of his/her application, any written evidence of insurability (as applicable) and the Group Policy, on request, subject to certain access limitations.

## **Quebec Drug Coverage Notification**

The Policyholder shall provide the Company 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. The Company will not be able to maintain the Policy in force for the Insured Persons residing in Quebec unless a policy providing the prescribed drug coverage is in force at all times.

## **Continuance of Coverage**

In the case of a Primary Insured who is (1) laid-off on a temporary basis, (2) temporarily absent from work due to short-term disability, or (3) on leave of absence, coverage shall be extended for a period of 12 months following the beginning of any such event subject to payment of premiums.

In the case of a Primary Insured who is on maternity or parental leave coverage shall be extended for a period of up to 18 months following the beginning of any such event subject to payment of premiums.

If an Insured assumes other occupational duties during the leave or lay-off period, no benefits shall be payable for a loss occurring during the performance of such other occupation.

## Affiliated Corporation

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Primary Insureds who are in the classes of eligible persons set forth in the policy, employed by one of the following corporations shall be considered Primary Insureds of the Policyholder:

NIL

## Newly Acquired Corporations

It is understood and agreed that, whereas the premium for this policy applies to the corporations listed above, eligible Primary Insureds of corporations newly acquired through stock purchase, exchange of stock or otherwise, shall be insured under this policy only under the following conditions:

1. The Policyholder shall pay an appropriate additional premium and shall report to the Company, the name of any such newly acquired corporation together with the underwriting information necessary for the Company to determine such additional premium.
2. Insurance shall commence on the date of acquisition, but no coverage shall continue for more than 60 days thereafter unless the required report has been made and an additional premium agreed upon and paid. In any event, the Policyholder shall be liable for payment of premium for the period such coverage remains in effect.

## Premiums

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### **Premium Due Date**

Premiums are due on the first of the month in which they are due. A Grace Period of 31 days will be provided unless a written notice of termination or cancellation has been received by us at our offices. If premiums remain outstanding after expiration of the Grace Period, the policy will be terminated.

### **Premium for Each Insured Individual**

The amount of premium payable for each Insured Person shall be determined according to the benefits for which that person is insured and the premium rates then applicable to those benefits.

### **Reports and Premium Payments**

Where the policyholder does not receive a billing statement from the Company, the Policyholder, or the Administrator or Transmittal Agent appointed by the Policyholder shall submit to the Company (1) an initial report within 45 days after the Policy Effective Date listing the names of such persons insured on the Policy Effective Date and (2) a regular periodic report at the same intervals as the mode of premium payment specified in the Application for Group Insurance, and naming the eligible persons added and those whose coverage terminated, together with the applicable premium therefor, within 15 days after the end of the reporting period.

The Policyholder shall co-operate with and assist the Company in the reconciliation of eligible persons during the open enrollment periods scheduled at reasonable times.

### **Premium Rate Changes**

The Company may set new rates:

- a. for mandatory and optional Accidental Death and Dismemberment coverage (where applicable) on any premium due date after the first 12 months, but not more than once in any policy year;;
- b. upon amendment or termination of any other plan which provides benefits which are offset against benefits under this policy;
- c. at any time after the passage 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:

- a. changes due to an amendment of the policy;
- b. retroactive changes made to correct the effect of a clerical error or age misstatement;
- c. retroactive changes required due to the late reporting of the addition or termination of Primary Insureds; and
- d. 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.



## **Effective Date of Coverage**

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To become insured under this policy, an eligible Primary Insured must apply in writing on forms approved by the Company, or be on an insured listing provided by the policyholder when the appropriate waiting period has passed. Optional and dependent coverage must also be applied for on approved forms.

### **Effective Date of Insurance – Primary Insured**

For Primary Insureds who are Actively at Work, the insurance becomes effective as follows:

- a. on the Policy Effective Date; and
- b. for all insurance which does not require evidence of insurability, on the date the Primary Insured becomes eligible for this insurance; and
- c. for all insurance which does require evidence of insurability, on the first of the month following the date this evidence is approved by the Company.

If the Primary Insured is not Actively at Work when the insurance would have otherwise become effective, the insurance will take effect on the date the Primary Insured is again Actively at Work.

### **Effective Date of Insurance – Spouse and Dependent Child(ren)**

Coverage for the spouse or dependent child will become effective at the same time that the Primary Insured's coverage becomes effective.

If the Primary Insured declines coverage for his or her spouse or dependent child, then wishes to apply for such coverage at a later date, or if the Primary Insured has a new spouse or dependent child for whom he or she wishes to apply for such coverage at a later date, the Company reserves the right to request medical information.

### **Late Entrants**

An application is considered late when a proposed Insured:

- a. applies for insurance after having been eligible for more than 31 days; or
- b. re-applies for insurance on any person whose insurance has earlier been cancelled.

All Primary Insureds, Spouses and/or Dependent Children who are considered late entrants are subject to the Company's approval and may require evidence of insurability.

## **Insured Changes**

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### **Primary Insured Changes**

All Primary Insured changes must be reported to the Company within 31 days of the date of change. Failure to report the change within 31 days may be considered late reported and as a result, may require satisfactory medical evidence in order to become effective.

### **Class Changes**

If a Primary Insured changes from one class to another class, the Policyholder must advise the Company in writing within 31 days of the change. The change will take effect on the effective date of the class change and any change in premium will be reflected on the following month's billing statement.

If the Policyholder neglects to mention the change and a claim is presented, the Company will pay the benefit for the lesser of the two classes.

### **Increases in Insurance**

An increase in insurance on a Primary Insured or a dependent will take effect as follows, if the Primary Insured is Actively at Work:

- a. if evidence of insurability is not required, on the first of the month following advice to the Company by the Policyholder;
- b. if evidence of insurability is required, on the first of the month following the date this evidence is approved by the Company.

### **Decreases in Insurance**

Decreases in the amount of insurance on a Primary Insured or a dependent will take effect on the first of the month following receipt of the Primary Insured's written request to the Company.

### **Reinstatement of Insurance**

If a Primary Insured is re-hired within six months of termination of insurance under this policy due to termination of employment, he must re-apply for insurance under this policy, but will not be required to satisfy another waiting period.

Failure to apply within six months will require approval of satisfactory medical evidence in order to be effective.

### **Change in Smoker Status**

An Insured Person who requires a change from smoker to non-smoker must refrain from all tobacco or nicotine product use for 12 consecutive months and complete a Non-Smoker Declaration.

## **Termination of Insurance**

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### **Termination of this policy by the Policyholder**

The Policyholder may terminate this policy at any time by giving written notice of termination to the Company at its head office or authorized regional office. Notice must be received within 30 days prior to the date of cancellation.

### **Termination of this policy by the Company**

The Company may terminate this policy under the following circumstances:

- a. at any time that the number of Primary Insureds falls below the minimum participation requirements for mandatory coverage or optional coverage (where applicable);
- b. during any period where premiums have not been paid beyond the Grace Period; or
- c. at any time prior to the policy Anniversary Date as long as the Company provides 30 days' written notice of its intent to cancel the policy.

### **Termination of coverage for a Primary Insured and his or her Insured Spouse and Insured Dependent Child(ren), if applicable.**

Coverage under this policy for a Primary Insured and his or her Insured Spouse and Insured Dependent Child(ren) terminates on the earliest of the following dates:

- a. the date this policy terminates;
- b. the date a Primary Insured ceases to be eligible under this policy except as provided by Continuance of Coverage or Waiver of Premium;
- c. death of the Insured Person;
- d. for an Insured Spouse or Dependent Child
  - i. the date on which they cease to be eligible under this policy;
  - ii. the date a required premium payment is due but not paid.
- e. for Critical Illness Insurance Rider (if applicable), on the date of payment under the Critical Illness Rider.

## Waiver of Premium

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If the policy includes a waiver of premium benefit as shown on the Schedule of Benefits and if a Primary Insured, under age 65, becomes Totally Disabled for six consecutive months, while this policy is in force and they provide evidence of Total Disability satisfactory to the Company, the Company will then waive the payment of each premium which falls due with respect to the Primary Insured and any Insured Spouse or Insured Dependent Child(ren). Subject to all the terms and conditions of the policy, waiver of any premium as herein provided will continue with respect to the Primary Insured until age 65 or earlier termination of the policy. If the Primary Insured ceases to be Totally Disabled and the Primary Insured returns to employment with the Policyholder and is a member of an eligible class, insurance with respect to the Primary Insured may be continued upon resumption of premium payments by the Primary Insured or the Policyholder.

If after 120 days, a Primary Insured receives approval of any Long Term Disability claim provided under a policy of group insurance through the Policyholder, the Company will then waive the payment of each premium subject to the terms stated above.

### **Recurrent Disabilities**

When a Primary Insured becomes Totally Disabled again from the same or related causes within six months of cessation of the Waiver of Premiums, then all such recurrences will be considered a continuation of the same disability and the Company will waive the six month qualification period.

If the same disability recurs more than six months after cessation of the Waiver of Premiums, such disability will be considered a separate disability. Two disabilities which are due to unrelated causes are considered separate disabilities if they were separated by a return to work of at least one day.

### **Termination of Waiver of Premium**

Waiver of Premium will cease on the earliest of the following dates:

- a. the date the Primary Insured ceases to meet this policy's definition of Totally Disabled;
- b. the date the Primary Insured does not supply the Company with appropriate medical evidence as deemed necessary by the Company;
- c. the date the Primary Insured is no longer receiving regular, ongoing care and treatment of a Physician or Specialist appropriate for the disabling condition, as determined by the Company;
- d. the date the Primary Insured does not attend a medical, psychiatric, psychological, functional, educational and/or vocational examination evaluation by an examiner selected by the Company;
- e. the date Primary Insured turns 65;
- f. the date the policy terminates; or
- g. the date the Primary Insured dies.

### **Coverage During Waiver of Premium**

While premiums are being waived, Insurance under this policy on the Primary Insured and his or her Insured Spouse or Dependent Child will continue to be in force. The Principal Sum will be the amount of insurance that was in effect on the date of commencement of the disability, subject to any age reduction or termination shown in the policy.

## Claims

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### Payment of Claims

With the exception of death benefits all indemnities of this policy are payable to the Primary Insured. In the event the Primary Insured dies prior to the benefit being paid, the payment will be made to the beneficiary on record.

If, at the death of the Primary Insured, there is no surviving beneficiary, the benefit shall be payable in one sum to the Estate of the Insured Person.

Should a discrepancy occur, the benefit proceeds may be paid into court.

### Notice and Proof of Claim

The Policyholder or his agent, or a beneficiary entitled to make a claim or his agent, shall

- a. give written notice of claim to the Company not later than 30 days from the date of the accident, the beginning of the disability, or after the Survival Period;
  - i. by delivery thereof, or by sending it by registered mail, to the head office or chief agency of the Company in the province; or
  - ii. by delivery thereof to an authorized agent of the Company in the province.
- b. within 90 days from the date of the accident or after the Survival Period, for which the claim is made, furnish to the Company such proof of claim as is reasonably possible in the circumstances of the happening of the accident and the loss occasioned thereby; and
- c. if so required by the Company, furnish a certificate as to the cause and nature of the accident for which the claim is made and as to the duration of the disability caused thereby, from a medical practitioner legally qualified to practice in the province.

### Failure to Give Notice of Proof

Failure to give notice of claim or furnish proof of claim within the time prescribed in this policy condition 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 the Company accept notice of claim beyond one year.

### Company to Furnish Forms for Proof of Claim

The Company shall furnish forms for proof of claim within 15 days after receiving notice of claim but where the claimant has not received the forms within that time he may submit proof of claim 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.

### Right to Examination

The Company has the right, and the claimant or beneficiary, executor or any other person representing the deceased, shall afford to the Company an opportunity to examine the Insured Person 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 person, to make an autopsy subject to any law of the province relating to autopsies.

### When Monies Payable

All monies payable under this contract shall be paid by the Company within 60 days after it has received proof of claim sufficient to the Company.

## **Hazards Insured Against - Accidental Death and Dismemberment**

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### **All Hazards Coverage (24 Hour Business and Pleasure)**

The Company will pay the benefits described in the policy for any accident which happens while an Insured is covered under the policy.

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:

- a. while being used for any test or experimental purpose; or
- b. while the Insured is operating, learning to operate or serving as a member of the crew thereof; or
- c. 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
- d. 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 or any member of his/her household; or
- e. while being used for firefighting, pipeline inspection, power line inspection, aerial photography or exploration.

## Accidental Death and Dismemberment

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The Company will pay the applicable benefit set out in the Schedule of Losses below if an insured suffers an injury which results in any one of the following specific losses within one year from the date of accident. The Company will only pay one benefit (the largest) for a loss with respect to all injuries resulting from one accident.

### 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 Principal Sum
Brain Death.....	The Principal Sum
Coma .....	The Principal Sum
Loss of Both Arms, Both Hands, Both Legs or Both Feet .....	Two Times The Principal Sum
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
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-Quarter of The Principal Sum

“Loss” shall mean with respect to hand or foot, the actual severance through or above the wrist or ankle joint; with respect to arm or leg, the 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 “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); with regard to toes, the actual severance through or above the metatarsophalangeal joints (the joints between the toes and the foot) of the same foot. If the insured suffers complete severance of a hand, foot, arm or leg as described above, then the Company will pay the amount specified above even if the severed limb is surgically reattached, whether successful or not.

“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 irrecoverable paralysis of such limbs, provided such loss of function is continuous for one hundred and eighty consecutive days and such loss of function is thereafter determined on evidence satisfactory to the Company to be permanent.

“Loss of Use” shall mean the total and irrecoverable 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 twelve consecutive months and such loss of function is thereafter determined on evidence satisfactory to the Company to be permanent.

“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.

“Coma” means the Insured has been in a state of unconsciousness for a continuous period of at least 96 hours, during which external stimulation produced no more than primitive avoidance reflexes. A Physician who is certified as a neurologist must confirm diagnosis in writing.

All benefits that are payable at 200% of the Principal Sum are subject to an all policies combined maximum benefit amount of \$1,000,000.



## Additional Benefits

**In the event the benefits are contained in more than one policy issued by the Company, to the Policyholder, benefits payable will be limited to the actual cost incurred, up to the benefit maximums outlined in the schedule for each policy.** (not applicable to the Schedule of Losses, Exposure and Disappearance, Conversion and Cosmetic Disfigurement)

Coverage	Maximum Amounts
Repatriation Benefit	\$15,000
Rehabilitation Benefit	\$15,000
Family Transportation Benefit	\$15,000
Spousal Occupational Training Benefit	\$15,000
Home Alteration & Vehicle Modification Benefit	\$50,000
Day Care Benefit	\$5,000 per year/4 years
Special Education Benefit	\$5,000 per year/4 years
Bereavement Benefit	\$1,000
In-Hospital Confinement Monthly Income Benefit	\$2,500 per month - 365 days overall maximum
Cosmetic Disfigurement Benefit	\$25,000
Seat Belt Benefit	\$25,000
Identification Benefit	\$15,000
Psychological Therapy Benefit	\$5,000
Workplace Modification & Accommodation Benefit	\$10,000
Conversion	\$500,000

### Exposure and Disappearance

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

If the body of an Insured has not been found within one year of the disappearance, stranding, sinking or wrecking of the conveyance in which the Insured was an occupant at the time of the accident, it shall be presumed, subject to all other conditions of the policy that the Insured suffered loss of life covered under this policy.

### Repatriation Benefit

When an injury covered by this policy results in loss of life of an Insured outside 150 kilometers from their city of permanent residence or outside Canada and within 365 days from the date of the accident, the Company 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, but not to exceed the maximum amount shown in the Coverage Maximums section.

### Rehabilitation Benefit

When injuries result in a payment being made by the Company under any benefit EXCLUDING the Loss of Life Benefit provided by the policy, the Company will also pay the reasonable and necessary expenses actually

incurred up to the maximum amount shown in the Coverage Maximums Section, for special training of the Primary Insured provided:

- a. such training is required because of such injuries and in order for the Primary Insured to be qualified to engage in an occupation in which he would not have been engaged except for such Injuries;
- b. expenses are incurred within two years from the date of the accident; but
- c. no payment will be made for ordinary living, traveling or clothing expenses.

### **Family Transportation Benefit**

When injuries covered by this policy result in an Insured being confined as an in-patient in a hospital outside 150 kilometers from the Insured's city of permanent residence or outside Canada and requires personal attendance of a Family Member as recommended by the attending Physician, in writing, the Company will pay for the expense incurred by the Family Member, for the transportation by the most direct route by a licensed common carrier to the confined Insured, but not to exceed the maximum amount shown in the Coverage Maximums section.

### **Spousal Occupational Training Benefit**

When injuries to the Primary Insured result in a payment being made by the Company under the Loss of Life Benefit section of this policy, the Company will also pay the expense actually incurred, within 365 days from the date of the accident, by the Spouse of the Primary Insured for a formal occupational training program for the purpose of specifically qualifying such spouse to gain active employment in an occupation for which the Spouse would otherwise not have sufficient qualifications.

The maximum payable hereunder shall not exceed the maximum amount shown in the Coverage Maximums section.

### **Home Alteration and Vehicle Modification Benefit**

In the event an Insured 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, the Company 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.

Benefit payments will not be paid unless:

- a. 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
- b. 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 exceed 10% of the Insured's amount of Principal Sum to the maximum amount shown in the Coverage Maximums section.

### **Day Care Benefit**

If an Insured suffers loss of life in a covered accident while the policy is in force, the Company will pay, in addition to all other benefits payable under the policy, a "Day Care Benefit" equal to the reasonable and necessary expenses actually incurred, subject to:

- a. the lesser of 5% of the Insured's Principal Sum amount; or
- b. a maximum of \$5,000 per year

for any dependent child who is 12 years of age and under. The dependent child must be enrolled in a legally licensed day care centre on the date of the accident or must be enrolled in a legally licensed day care centre within 365 days following the date of the accident.

The “Day Care Benefit” will be paid each year for four consecutive years, but only upon receipt of satisfactory proof that the child is enrolled in a legally licensed day care centre.

### **Special Education Benefit**

If an Insured suffers loss of life in a covered accident while the policy is in force, the Company will pay, in addition to all other benefits payable under the policy, a “Special Education Benefit”, of 5% of the Insured's Principal Sum up to a maximum of \$5,000 per year, 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 12<sup>th</sup> grade level and subsequently enrolls as a full-time student in any 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 dependent child continues his education as a full-time student in an institution of higher learning.

### **Bereavement Benefit**

When injuries covered by this policy result in loss of life of an Insured within 365 days from the date of the accident, the Company will pay the reasonable and necessary expenses actually incurred by the Spouse and dependent children of the Insured for up to six sessions of grief counseling, by a Professional Counsellor, subject to the maximum amount shown in the Coverage Maximums Section.

### **In-Hospital Confinement Monthly Income Benefit**

In the event an Insured sustains an injury which results in a payment being made under the Loss Schedule of this policy, excluding the Loss of Life Benefit and the Insured is confined in a hospital as an in-patient and is under the care of a Physician, the Company will pay for each full month, one percent (1%) of the Insured's Principal Sum, subject to the maximum amount shown in the Coverage Maximums section, or one-thirtieth of such monthly benefit for each day of partial month, retroactive to the 1st full day of such confinement but not to exceed 365 days in the aggregate for each period of hospital confinement.

### **Cosmetic Disfigurement Benefit**

If an Insured suffers a third degree burn due to an accident, the Company will pay a percentage of the Principal Sum depending on the area of the body which was burned according to the following table, subject to a maximum benefit payable of \$25,000:

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

In the event of a 50% surface burn, the % of benefit is reduced by 50%. This table only represents the maximum percent of the Principal Sum payable for any one accident. If the Insured suffers burns in more than one area as a result of any one accident, benefits will not exceed a maximum of \$25,000.

### **Seat Belt Benefit**

This benefit is only payable in the event an Insured sustains an injury which results in one of the losses payable under the “Schedule of Losses”. The Insured's amount of Principal Sum will be increased by 10%, to the maximum amount shown in the Coverage Maximums section, 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**

In the event Loss of Life as a result of an accident is sustained by the Insured not less than 150 kilometers from the Insured's normal place of residence and identification of the body by a Family Member has been requested by the police or a similar governmental authority, the Company will reimburse the reasonable expenses actually incurred by such Family Member for:

- a. transportation by the most direct route to the city or town where the body is located; and
- b. hotel accommodation in such city or town, subject to a maximum duration of three days.

The reimbursement of such expenses incurred is subject to the accidental loss of life indemnity being subsequently payable in accordance with the terms of this policy following the identification of the body as the Insured. The maximum amount payable will not exceed the maximum amount shown in the Coverage Maximums section.

Payment will not be made for board or other ordinary living, travelling or clothing expenses, and transportation must occur in a vehicle or device operated under a license for the conveyance of passengers for hire.

### **Psychological Therapy Benefit**

When an injury to an Insured Person results in the Company making a payment under the Loss Schedule, the Company will increase the benefit amount payable up to a maximum of \$10,000, for the reasonable and customary charges for treatment or counseling for Psychological Therapy as determined by a Physician and authorized by the Company.

Benefit payments herein will be paid until the earlier occurrence of one of the following:

- (1) the maximum benefit amount has been paid; or
- (2) two (2) years have elapsed from the date of the accident; or
- (3) death of the Insured Person.

Psychological Therapy must be provided by a therapist or counsellor (other than yourself or a Member of the Immediate Family) who is licensed to provide such treatment, whether on an out-patient basis or while a patient is at a medical facility licensed to provide such treatment.

“Reasonable and Customary” means the lesser of:

- (a) the usual charge made by Physicians or other health care providers for a given service or supply; or
- (b) the charge the Company determine to be the prevailing charge made by the Physicians or other health care providers for a given service or supply in a geographical area where it is furnished; or
- (c) the amount negotiated by the Company and the health care provider.

“Physician” means a doctor of medicine (other than yourself or a Member of the Immediate Family) licensed to practice medicine by:

1. a recognized medical licensing organization in the locale where the treatment is rendered, provided he/she is a member in good standing of such licensing body; or
  2. a governmental agency having jurisdiction over such licensing in the locale where the treatment is rendered.
3. “Member of the Immediate Family” means a person at least eighteen (18) years of age, who is the Insured Person's son, daughter, father, mother, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law (all of the previous include natural, adopted and step relationships), spouse, grandson, granddaughter, grandfather or grandmother.

## **Workplace Modification & Accommodation Benefit**

If an Insured Person suffers accidental injury resulting in a covered loss (excluding loss of life) for which the Company has paid a benefit under Coverage A and which results and necessitates the use of special adaptive equipment and/or workplace modification in order to reasonably accommodate the Insured Person's return to active, full-time work with his or her employer, the Company shall pay the Insured Person's employer, upon the Insured Person's return to active, full-time work with the employer, the reasonable and necessary expenses actually incurred by the employer for such adaptive equipment and/or workplace modification provided:

- a) the employer agrees in writing with the Company to provide the special adaptive equipment and/or make modifications to the workplace for the purpose of making it accessible and adaptable to the needs of such Insured Person;
- b) the employer acknowledges in writing to the Company that the performance of the essential duties of such Insured Person's job may be altered;
- c) the proposed special adaptive equipment and/or workplace modification have been approved in advance of an expense being incurred by the employer for such equipment or modification.

The company shall be afforded the opportunity to examine the Insured Person to evaluate the appropriateness of the proposed modifications.

This benefit is payable only once in connection with accidental injuries and covered losses suffered by any one (1) Insured Person, regardless of the number of policies, providing coverage for a workplace modification and accommodation benefit, that may be issued by the Company to the Policyholder or the employer.

The maximum amount payable for this benefit for all accidental injuries resulting from one (1) accident is \$10,000 for each Insured Person.

## **Conversion Privilege for Accidental Death & Dismemberment**

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On the date of termination of employment or during the 31-day period following termination of employment, an Insured may convert his or her insurance to an individual Accidental Death & Dismemberment insurance policy (excluding the Critical Illness Rider) with the Company. The individual policy will be effective either as of the date that the application is received by the Company or on the date that coverage under the group policy ceases, whichever occurs later. The premium will be the same as a person would ordinarily pay when applying for an individual policy at that time.

## **General Limitations and Exclusions**

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This policy does not provide benefits for any claim caused directly or indirectly by or contributed to by any of the following:

- a. Intentionally self-inflicted injury, suicide or any attempt thereat;
- b. Declared or undeclared war, or any act of war, terrorism, riot or insurrection, or service in the armed forces of any country, government or international organization;
- c. Travel or flying in an aircraft owned or leased by the Policyholder, an Insured or a member of an Insured's household, or aircraft being used for any test or experimental purpose, firefighting, power line inspection, pipeline inspection, aerial photography or exploration except to the extent such travel or flight is provided in the "Hazards Insured Against" section of this policy, (if applicable);
- d. Losses occurring while the Insured is serving on full-time active duty in the Armed Forces of any country or international authority (any premium paid to be returned by the Company pro-rata for any such period of full-time active duty).

## Schedule of Benefits and Rates

### Basic Accidental Death & Dismemberment (AD&D)

**Eligibility** All active members, retired members, and dependents (spouses and dependent children) of Classes A, B, F, G, H & I of the policyholder. Benefit reduces to \$20,000 at age 65.

An eligible child must be a Canadian resident covered:

1. from birth to 21 years of age; or
2. under age 25 and attending school on a full-time basis; or
3. over age 21 and a dependent by reason of mental or physical infirmity

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### Benefits:

<b>Division</b>	<b>Class Description</b>	<b>Principal Sum Amount</b>
<b>Division 1</b> – Active Members	<b>Class A</b> – Active	Flat \$100,000
	<b>Class B</b> – Self Pay Active	Flat \$100,000
	<b>Class C</b> – Disabled Members	Flat \$100,000
	<b>Class E</b> – Permit Workers	Flat \$100,000
<b>Division 2</b> – Retired Members	<b>Class F</b> – Normal Retired (over age 65)	Flat \$20,000
	<b>Class G</b> – Self Pay Normal Retired (over age 65)	Flat \$20,000
	<b>Class H</b> – Early Retired (under age 65)	Flat \$100,000
<b>Division 3</b> - Dependents	<b>Class I</b> – Self Pay Early Retired	Flat \$100,000
	All Dependents of Classes A, B, F, G, H & I	Spouse: Flat \$15,000 Children: Flat \$4,000

### Rates:

#### Basic Monthly Rates

Division 1 – Basic AD&D	\$0.029 per \$1,000 per month
Division 2 & 3 – Basic AD&D	\$0.024 per \$1,000 per month
Class 4 – Basic AD&D	\$0.016 per \$1,000 per month

**Volume of Insurance:** \$919,532,500

**Hazard Wording:** 24 Hour Coverage

**Aggregate Limit:** Nil

#### NOTE for annual paid policies:

Premium will be calculated based on the volume at inception. Thereafter, an adjustment will be done at each renewal 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.



## **Coverage**

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As per the attached coverage, and includes the following:

- A. Enhanced schedule of losses (includes 200% paralysis benefits)
- B. Repatriation up to \$15,000
- C. Rehabilitation up to \$15,000
- D. Family Transportation up to \$15,000
- E. Spousal Occupational Training up to \$15,000
- F. Home Alteration & Vehicle Modification up to \$50,000
- G. Day Care Benefit - \$5,000 per year/4 years
- H. Special Education Benefit - \$5,000 per year/4 years
- I. Bereavement Benefit up to \$1,000
- J. In-Hospital Confinement Monthly Income - \$2,500 per month/365 days
- K. Cosmetic Disfigurement Benefit up to \$25,000
- L. Continuance of Coverage
- M. Seat Belt Benefit up to \$25,000
- N. Identification Benefit up to \$15,000
- O. Psychological Therapy Benefit up to \$5,000
- P. Workplace Modification & Accommodation Benefit up to \$10,000
- Q. Conversion Privilege
- R. Waiver of Premium