

CHUBB®

Basic Accident
INSURANCE PROGRAM
Issued by
Chubb Insurance Company of Canada

FOR

INTUIT CANADA LIMITED

Chubb Underwriting Office: Toronto

*Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section(s) of this policy. Defined terms include the plural.*

*Throughout this policy the words "We", "Us" and "Our" refer to the **Company** providing this insurance.*

Please Read This Policy Carefully

GCA5000CN

Table of Contents

Insuring Agreement	3
Premium Summary	4
Schedule of Benefits.....	5
Hazards	11
Contract.....	12
Section I - Insurance.....	12
Section II - Eligibility, Effective Date and Termination	18
Section III - Extensions Of Insurance	19
Section IV - Maximum Payment for Multiple Losses and Multiple Benefits	19
Section V - Territory.....	20
Section VI - General Exclusions.....	20
Section VII - Definitions	22
Section VIII - General Provisions	35
Privacy Notice	44
Complaint Procedures	44

GCA5001

Insuring Agreement

Section I

*Chubb Insurance Company of Canada
199 Bay Street, Suite 2500
P.O. Box 139, Commerce Court Postal Station
Toronto, Ontario M5L 1E2*

Policyholder's Name and Address:

Intuit Canada Limited
5100 Spectrum Way
Mississauga, ON L4W 5G1
Policy Number: 9906-71-81
Effective Date: June 14, 2021
Anniversary Date: August 1

*Issued by the insurance company
indicated below:*

CHUBB INSURANCE COMPANY OF CANADA
Incorporated under the laws of
CANADA

GCA5002CN

Section II- Policy Period and Company

Policy Period

From: June 14, 2021 To: August 1, 2022
12:01 A.M. standard time at the **Policyholder's** address shown in Section I of the Insuring Agreement.

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

The insurance under this policy begins on the Effective Date shown in Section I of the Insuring Agreement. The insurance under this policy ends on the last day of the Policy Period shown in Section II of the Insuring Agreement.

The **Policyholder's** acceptance of this policy terminates any prior policy of the same policy number, effective with the inception of this policy.

Company

The **Company** issuing this policy has caused this policy to be signed by its authorised officer.

CHUBB INSURANCE COMPANY OF CANADA (Incorporated under the laws of Canada)

President



Authorised Representative

GCA5004CN

Premium Summary

Section I - Premium Due Date

August 1, 2021

Section II - Premium Payment

The **Policyholder** shown in Section I of the Insuring Agreement is responsible for the collection and remittance of all required premiums. Premiums are calculated and payable as follows:

Business Travel Accident

Amount Due:

\$30,541.68

Any premiums shown as subject to adjustment will be adjusted as stated in the Premium Provisions under Section VIII - General Provisions of the Contract.

GCA5006

Schedule of Benefits

*Chubb Insurance Company of Canada
199 Bay Street, Suite 2500
P.O. Box 139, Commerce Court Postal Station
Toronto, Ontario M5L 1E2*

Policyholder's Name:
Intuit Canada Limited

*Issued by the insurance company
indicated below:*

CHUBB INSURANCE COMPANY OF CANADA
Incorporated under the laws of
CANADA

GCA6000CN

Section I - Insured Persons

The following are the **Insured Persons** under this policy:

<u>Class</u>	<u>Description</u>
A	Regular Employees (non-Quebec)
A1	Regular Quebec Employees
C	Closed Class - Seasonal Non-Expert Fixed Term Contract / Maternity Leaves (non-Quebec Employees) Hired Prior to June 14, 2021 (non-Quebec Employees)
C1	Closed Class - Seasonal Non-Expert Fixed Term Contract / Maternity Leaves (Quebec Employees) Hired Prior to June 14, 2021 (Quebec Employees)
D	Closed Class - Seasonal Expert (non-Quebec Employees) Hired Prior to June 14, 2021 (non-Quebec Employees)
D1	Closed Class - Seasonal Expert (Quebec Employees) Hired Prior to June 14, 2021 (Quebec Employees)
F	Seasonal Expert (non-Quebec Employees) Hired on or after June 14, 2021
F1	Seasonal Expert (Quebec Employees) Hired on or after June 14, 2021
G	Seasonal Non-Expert Fixed Term Contract (non-Quebec Employees) Hired on or after June 14, 2021
G1	Seasonal Non-Expert Fixed Term Contract (Quebec Employees) Hired on or after June 14, 2021
H	Select Time (non-Quebec Employees)
H1	Select Time (non-Quebec Employees)

GCA6002

If, subject to all the terms and conditions of this policy a person is eligible for insurance under multiple **Classes of Insured Persons** described above, then such person will only be insured under the **Class** which provides the **Insured Person** the largest **Benefit Amount** for the loss that has occurred.

GCA6004

Section II - Qualification Period

Classes A, A1, C, C1:

For all **Insured Persons** in an eligible **Class**: None

Classes D, D1, F, F1:

For all **Insured Persons** in an eligible **Class**: 6 months

Classes G, G1, H, H1:

For all **Insured Persons** in an eligible **Class**: 1 month

GCA6008

Section III - Hazards

The following are the **Hazards** for which insurance applies:

Class Hazard(s)

All 24 Hour Business and Pleasure Hazard

GCA6010

Section IV - Benefits

A) Principal Sum

The following are **Principal Sums** for each **Class**:

Class	Hazard	Principal Sum
All	24 Hour Business and Pleasure Hazard	Two (2) times Salary, rounded to the next higher \$1,000, subject to a maximum of \$500,000

GCA6012

Reduction of Principal Sum

If an **Insured Person** is age 65 or older on the date of an **Accident** causing **Loss**, then the **Principal Sum** payable will be reduced according to the following schedule:

Age On Date Of Accident:	Amount Of Principal Sum After Reduction:
65 and over	50% of the Principal Sum shown above

GCA6014

B) Accidental Death & Dismemberment Benefits:

This benefit applies to all **Classes** of **Insured Persons**. The following are **Losses** insured and the corresponding **Benefit Amount** expressed as a percentage of the **Principal Sum**:

Class(es)

All

Accidental:	Benefits Amounts (Percentage of Principal Sum)
Loss of Life	100%
Loss of Speech and Loss of Hearing	100%
Loss of Arms (Both) or Loss of Legs (Both)	200%*
Loss of One Arm or Loss of One Leg	80%
Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hand, Loss of Foot or Loss of Sight of One Eye (Any one of each)	75%

Loss of Speech or Loss of Hearing	75%
Loss of Thumb and Index Finger of the same hand	33%
Loss of Hearing in one ear	33%
Loss of All Toes of the same foot	25%
Paralysis	
Quadriplegia	200%*
Paraplegia	200%*
Hemiplegia	200%*

* To a maximum **Benefit Amount** of \$1,000,000

This **Benefit Amount** is subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

GCA6016CN

If an **Insured Person** has multiple **Losses** as the result of one **Accident**, then the maximum **Benefit Amount** **We** will pay shall not exceed 100% of the **Principal Sum** with the exception of **Loss of Arms** (Both) or **Loss of Legs** (Both), **Quadriplegia**, **Paraplegia**, **Hemiplegia** and **Accidental Loss of Use** of Both Arms or Both Legs or a combination of One Arm and One Leg, in no event will the maximum **Benefit Amount** **We** will pay exceed 200% of the **Principal Sum**, as described in Section IV - Maximum Payment For Multiple Losses and Multiple Benefits and Multiple Benefits of the Contract.

GCA6018CN

C) Additional Benefits

The following are **Benefit Amounts** for all other benefits provided under this policy:

Accidental Loss of Use

Class All

	Benefit Amount (Percentage of Principal Sum)
Loss of Use of:	
One Hand or One Foot	75%
Thumb and Index Finger of the same hand	33%
Both Hands or Both Feet or a combination of One Hand and One Foot	100%
One Arm or One Leg	80%
Both Arms or Both Legs or a combination of One Arm and One Leg	200%*

* To a maximum **Benefit Amount** of \$1,000,000

Elimination Period 365 Days

This **Benefit Amount** is subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

GCA6086CN

Brain Damage

Class All

Benefit Amount 100% of the **Principal Sum**

This **Benefit Amount** is subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

GCA6020

Child Care Expense

Class All

Benefit Amount \$5,000 annually for each eligible **Dependent Child**

Maximum **Benefit Amount** \$25,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.
GCA6028

Coma

Class All

Benefit Amount 1% per month of the **Principal Sum**
Maximum **Benefit Amount** 100% of the **Principal Sum**

This **Benefit Amount** is subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.
GCA6032

Education Expense

Class All

Benefit Amount \$7,500 annually for each eligible **Dependent Child**
Maximum **Benefit Amount** \$50,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.
GCA6036

Family Travel Expense

Class All

Benefit Amount \$15,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.
GCA6045CN

Funeral Expense

Class All

Benefit Amount \$5,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.
GCA6047CN

Home Alteration or Vehicle Modification

Class All

Benefit Amount for **Home Alteration** \$15,000
Benefit Amount for **Vehicle Modification** \$15,000
Maximum **Benefit Amount** \$15,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.
GCA6050

Identification Expense

Class All

Benefit Amount \$15,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.
GCA6053CN

In-Hospital

Class All

Daily **Benefit Amount** \$75

Maximum Number of Days 31

Elimination Period 3 days

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

GCA6054

Parent Care

Class All

Benefit Amount \$5,000 per **Dependent Parent** up to a Maximum of \$20,000 for all **Dependent Parents**

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

GCA6060

Psychological Therapy Expense

Class All

Benefit Amount \$5,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

GCA6072

Rehabilitation Expense

Class All

Benefit Amount \$15,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

GCA6074

Repatriation Expense

Class All

Benefit Amount \$15,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

GCA6075CN

Seat Belt and Occupant Protection Device

Class All

Benefit Amount for Seat Belt 10% of the **Principal Sum**

Alternate **Benefit Amount** \$2,500

Benefit Amount for Occupant Protection Device 10% of the **Principal Sum**

Maximum **Benefit Amount for Seat Belt and Occupant Protection Device** 20% of the **Principal Sum** up to a maximum of \$50,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

GCA6080

Spouse Employment Training Expense

Class All

Benefit Amount \$15,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

GCA6082

Class All

Benefit Amount \$15,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

GCA6077

Insurance only applies for the **Classes, Hazards, Benefits** and **Losses** that are specifically indicated as insured.

GCA6090

Hazards

24 Hour Business and Pleasure Hazard

24 Hour Business and Pleasure Hazard means all circumstances, subject to the terms and conditions of the policy, to which [a **Primary Insured Person**] [an **Insured Person**] may be exposed.

GCA5513

Contract

Section I - Insurance

Subject to all the terms and conditions of this policy and the payment of required premium, We will provide the following insurance:

Accidental Death and Dismemberment

We will pay the applicable **Benefit Amount**, shown in Section IV-B of the Schedule of Benefits, if an **Accident** results in a covered **Loss** not otherwise excluded. The **Accident** must result from an insured **Hazard** and occur while an **Insured Person** is insured under this policy, while it is in force. The covered **Loss** must occur within one (1) year after the **Accident**.

GCA5010

Accidental Loss of Use

We will pay the applicable **Benefit Amount** for **Accidental Loss of Use**, after the **Elimination Period** both shown in Section IV-C of the Schedule of Benefits, if an **Accidental Bodily Injury** causes an **Insured Person** to suffer **Accidental Loss of Use**.

GCA5076CN

Brain Damage

We will pay the maximum **Benefit Amount** for **Brain Damage**, if an **Accidental Bodily Injury** results in **Brain Damage** to an **Insured Person**. The **Benefit Amount** for **Brain Damage** will be paid if:

- 1) **Brain Damage** begins, and is diagnosed by a **Physician**, within thirty (30) days after the **Accident**;
- 2) an **Insured Person** is in a **Hospital** or other licensed facility, to receive **Medically Necessary** treatment for **Brain Damage**, prescribed and supervised by a **Physician**, within the first thirty (30) days following the **Accident**;
- 3) **Brain Damage** continues for twelve (12) consecutive months; and
- 4) a **Physician** determines **Brain Damage** is permanent, complete and irreversible at the end of the twelve (12) consecutive months.

The maximum **Benefit Amount** for **Brain Damage** will be the percentage of the **Insured Person's Principal Sum** shown in Section IV-C of the Schedule of Benefits. If an **Insured Person** dies within 365 days after the **Accident**, then We will pay a lump sum equal to the **Insured Person's Principal Sum**, less any maximum **Benefit Amount** for **Brain Damage** already paid.

GCA5012

Child Care Expense

We will reimburse **Child Care Expenses** up to the **Benefit Amount** for **Child Care Expense**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes an **Insured Person's** covered **Loss of Life**. The **Benefit Amount** for **Child Care Expense** is payable in addition to any other applicable **Benefit Amounts** payable under this policy.

This insurance applies only if the **Insured Person** has a **Dependent Child** under the age of thirteen (13) years for whom **Child Care Expenses** are incurred within 365 days of an **Insured Person's** covered **Loss of Life**.

We will reimburse **Child Care Expenses** for each eligible **Dependent Child**. However, **Our** total payment will not exceed the maximum **Benefit Amount** for **Child Care Expense** shown in Section IV-C

of the Schedule of Benefits, regardless of the number of **Dependent Children** for whom payment is made.

Child Care Expenses shall be paid to the natural person who incurs such expenses for the **Dependent Child**.

GCA5020

Coma

We will pay the **Benefit Amount** for **Coma**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes an **Insured Person** to:

- 1) lapse into a **Coma** within thirty (30) days after the **Accident**;
- 2) remain in a **Coma** for thirty (30) consecutive days; and
- 3) be confined to a **Hospital** or other licensed facility to receive **Medically Necessary** treatment for **Coma**, prescribed and supervised by a **Physician**, within the first thirty (30) days following the **Accident**.

The **Benefit Amount** for **Coma** will be the percentage of the **Insured Person's Principal Sum**, shown in Section IV-C of the Schedule of Benefits. The **Benefit Amount** for **Coma** is payable monthly subject to the maximum **Benefit Amount** for **Coma** shown in Section IV-C of the Schedule of Benefits.

Brief lapses from **Coma** will not be considered an interruption of the consecutive thirty (30) day period, or cause a discontinuance in **Our** payment, if the lapses and subsequent **Coma** recurrences are due to the same **Accident**.

The **Coma** monthly payment will be made until the earliest of the date:

- 1) the **Insured Person** dies;
- 2) the **Insured Person** is no longer in a **Coma**; or
- 3) total payments equal the maximum **Benefit Amount** for **Coma**, shown in Section IV-C of the Schedule of Benefits.

If an **Insured Person** dies within 365 days after the **Accident**, then **We** will pay a lump sum equal to the **Insured Person's Principal Sum**, less any **Benefit Amount** for **Coma** already paid.

GCA5024

Education Expense

We will reimburse **Education Expense** up to the **Benefit Amount** for **Education Expense**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes an **Insured Person's** covered **Loss of Life**. The **Benefit Amount** for **Education Expense** is payable in addition to any other applicable **Benefit Amounts** under this policy.

This insurance applies only if the **Insured Person** has a **Dependent Child** at the time of a covered **Loss of Life** who:

- 1) is enrolled as a full-time student at an **Institution of Higher Learning** on the date of the **Insured Person's** covered **Loss of Life**; or
- 2) subsequently enrolls as a full-time student at an **Institution of Higher Learning** within three hundred and sixty-five (365) days following the date of the **Insured Person's** covered **Loss of Life**; and
- 3) incurs **Education Expense**.

We will make **Education Expense** payments for each eligible **Dependent Child**. However, **Our** total annual payment for each **Dependent Child** will not exceed the annual **Benefit Amount** for **Education Expense**, shown in Section IV-C of the Schedule of Benefits. **Our Education Expense** payment is limited to four (4)

consecutive years for each **Dependent Child**. In no event will **Our** total payment exceed the maximum **Benefit Amount** shown in Section IV-C of the Schedule of Benefits.

Education Expenses shall be paid to the natural person who incurs such expenses for the **Dependent Child**.

GCA5028

Family Travel Expense

We will reimburse **Family Travel Expense** up to the **Benefit Amount** for **Family Travel Expense** shown in Section IV-C of the Schedule of Benefits, if within one (1) year of the **Accidental Bodily Injury** which causes a **Loss**:

- 1) the **Insured Person** is confined in a **Hospital** not less than fifty (50 km) kilometres from their permanent city of residence; and
- 2) the attending **Physician** recommends the personal attendance of an **Immediate Family Member**.

The **Benefit Amount** for **Family Travel Expense** is payable to the natural person who incurs the expense. The **Benefit Amount** for **Family Travel Expense** is payable in addition to any other applicable **Benefit Amounts** payable under this policy.

GCA5035CN

Funeral Expense

We will reimburse **Funeral Expense** up to the **Benefit Amount** for **Funeral Expense** shown in Section IV-C of the Schedule of Benefits, if an **Accidental Bodily Injury** causes the **Insured Person's Loss of Life**. The **Benefit Amount** for **Funeral Expense** is payable in addition to any other applicable **Benefit Amounts** under this policy. The **Benefit Amount** for **Funeral Expense** is payable to the natural person who incurs the expense.

GCA5037CN

Home Alteration or Vehicle Modification

We will reimburse charges up to the **Benefit Amount** for **Home Alteration** or the **Benefit Amount** for **Vehicle Modification** shown in Section IV-C of the Schedule of Benefits, if a covered **Loss** due to an **Accidental Bodily Injury** requires an **Insured Person** to incur expenses for **Home Alteration** or **Vehicle Modification**. The expenses for **Home Alteration** or **Vehicle Modification** must be incurred within twenty four (24) months after the **Accidental Bodily Injury**. The **Benefit Amount** for **Home Alteration** or **Vehicle Modification** is payable if:

- 1) a **Physician** certifies that the **Home Alteration** or **Vehicle Modification** is needed to accommodate a physical disability of an **Insured Person**;
- 2) the **Home Alteration** or **Vehicle Modification** is made by people experienced in such **Home Alteration** or **Vehicle Modification**;
- 3) the **Home Alteration** or **Vehicle Modification** is in compliance with any applicable laws or requirements for approval by the appropriate governmental authority in the jurisdiction where the services are rendered; and
- 4) the **Home Alteration** or **Vehicle Modification** expenses do not exceed the usual level of charges for similar alterations and modifications in the jurisdiction where the expenses are incurred.

Home Alteration or **Vehicle Modification** also means expenses incurred for hiring of transportation services necessary to accommodate the physical disability of the **Insured Person**.

The **Benefit Amount** for **Home Alteration** and **Vehicle Modification** is payable to the natural person who incurs the expense. The **Benefit Amount** for **Home Alteration** and **Vehicle Modification** is payable in addition to any other applicable **Benefit Amounts** under this policy. In no event will **Our** total payments for **Home Alteration** and **Vehicle Modification** exceed the maximum **Benefit Amount** for **Home Alteration** and **Vehicle Modification** shown in Section IV-C of the Schedule of Benefits.
GCA5040 CN

Identification Expense

We will reimburse **Identification Expense** up to the **Benefit Amount** for **Identification Expense** shown in Section IV-C of the Schedule of Benefits if **Accidental Bodily Injury** causes an **Insured Person's Loss of Life**, within one year of the **Accidental Bodily Injury** and:

- 1) the presence of an **Immediate Family Member** is requested by the police or a similar governmental authority; and
- 2) the **Loss of Life** occurs not less than one hundred and fifty (150 km) kilometres from the **Insured Person's** city of permanent residence.

The **Identification Expense Benefit Amount** is payable to the natural person who incurs the expense. The **Identification Expense Benefit Amount** is payable in addition to any other applicable **Benefit Amounts** under this policy.
GCA5043CN

In-Hospital

We will pay the **In-Hospital Benefit Amount** after the **Elimination Period**, both shown in Section IV-C of the Schedule of Benefits, for each day an **Insured Person** is **In-Hospital**, if an **Accidental Bodily Injury** causes such **Insured Person** to suffer a covered **Loss** which results in the **Insured Person** being **In-Hospital**. The **In-Hospital Benefit Amount** will not be paid for more than the maximum Number of Days shown in Section IV-C of the Schedule of Benefits.

The **In-Hospital Benefit Amount** is payable in addition to any other applicable **Benefit Amounts** under this policy.

The **In-Hospital Benefit Amount** will be paid until the earliest of the date:

- 1) the **Insured Person** dies;
- 2) the **Insured Person** is no longer **In-Hospital**; or
- 3) the maximum Number of Days for the **In-Hospital Benefit Amount**, shown in Section IV-C of the Schedule of Benefits, has elapsed.

If an **Insured Person** is discharged from the **Hospital** and the same **Accident** causes such **Insured Person** to be **In-Hospital** again within three (3) days after discharge, then any time in the **Hospital** will count to satisfy the **Elimination Period**. However, in no event will total payment of the **In-Hospital Benefit Amount** exceed the maximum Number of Days shown in Section IV-C of the Schedule of Benefits.
GCA5044

Parent Care

We will pay up to the **Benefit Amount** for Parent Care, shown in Section IV-C of the Schedule of Benefits, in equal shares to each **Dependent Parent** of an **Insured Person**, if such **Insured Person** suffers an **Accidental Bodily Injury** resulting in a covered **Loss of Life**.

The Benefit **Amount** for Parent Care is payable in addition to any other applicable **Benefit Amounts** under this policy.
GCA5050

Psychological Therapy Expense

We will reimburse **Psychological Therapy Expense** up to the **Benefit Amount** for **Psychological Therapy Expense**, shown in Section IV-C of the Schedule of Benefits, if an **Accidental Bodily Injury** causes an **Insured Person** to suffer a covered **Loss** resulting in a **Physician's** determination that **Psychological Therapy** is required for:

- 1) such **Insured Person**; or
- 2) a **Dependent**.

The **Benefit Amount** for **Psychological Therapy Expense** is payable on an excess basis. We will determine the charge for the **Psychological Therapy Expense**. We will then reduce that amount by amounts already paid or payable by any **Other Plan**. We will pay the resulting **Benefit Amount**, but in no event will We pay more than the **Benefit Amount** for **Psychological Therapy Expense** shown in Section IV-C of the Schedule of Benefits.

The **Benefit Amount** for **Psychological Therapy Expense** will be paid:

- 1) to the natural person who incurs the expense; and
- 2) in addition to any other applicable **Benefit Amounts** under this policy.

The **Benefit Amount** for **Psychological Therapy Expense** will be paid until the earlier of the date on which:

- 1) the total **Benefit Amount** for **Psychological Therapy Expense**, shown in Section IV-C of the Schedule of Benefits, has been paid; or
- 2) two (2) years have elapsed from the date of a covered **Loss**.

GCA5062

Rehabilitation Expense

We will reimburse **Rehabilitation Expense** up to the **Benefit Amount** for **Rehabilitation Expense**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes an **Insured Person** to suffer a covered **Loss** which:

- 1) prevents an **Insured Person** from performing all the duties of such **Insured Person's** regular occupation; and
- 2) requires such **Insured Person** to obtain **Rehabilitation**, as determined by a **Physician** approved by Us.

The **Benefit Amount** for **Rehabilitation Expense** is payable on an excess basis. We will determine the charge for the **Rehabilitation Expense**. We will then reduce that amount by amounts already paid or payable by any **Other Plan**. We will pay the resulting **Benefit Amount**, but in no event will We pay more than the **Benefit Amount** for **Rehabilitation Expense** shown in Section IV-C of the Schedule of Benefits.

The **Benefit Amount** for **Rehabilitation Expense** is payable in addition to any other applicable **Benefit Amounts** under this policy. We will pay the **Benefit Amount** for **Rehabilitation Expense** to the natural person who incurs the expense.

We will pay the **Benefit Amount** for **Rehabilitation Expense** until the earlier of the date on which:

- 1) the total **Rehabilitation Expense Benefit Amount**, shown in Section IV-C of the Schedule of Benefits, has been paid; or
- 2) two (2) years have elapsed from the date of the **Accidental Bodily Injury**.

GCA5066

Repatriation Expense

We will reimburse **Repatriation Expense** up to the **Benefit Amount** for **Repatriation Expense** shown in Section IV-C of the Schedule of Benefits, if within one (1) year of the **Accidental Bodily Injury** an **Insured Person** suffers a **Loss of Life** not less than fifty (50 km) kilometres from an **Insured Person's** domicile or permanent residence. The **Benefit Amount** for **Repatriation Expense** is payable in addition to any other applicable **Benefit Amounts** under this policy. We will pay the **Benefit Amount** for **Repatriation Expense** to the natural person who incurs the expense.

GCA5067CN

Seat Belt and Occupant Protection Device

We will pay the **Benefit Amount** for **Seat Belt** shown in Section IV-C of the Schedule of Benefits, if an **Insured Person** suffers an **Accidental Bodily Injury** resulting in a covered **Loss of Life** while such **Insured Person** is operating or riding in a **Private Passenger Automobile**, and using a **Seat Belt**.

The **Seat Belt** must have been properly secured and used in accordance with the recommendations of its manufacturer. If it cannot be determined whether an **Insured Person** was using a **Seat Belt**, then the Alternate **Benefit Amount** for **Seat Belt**, shown in Section IV-C of the Schedule of Benefits, will be paid.

We will also pay the **Benefit Amount** for an **Occupant Protection Device**, shown in Section IV-C of the Schedule of Benefits, if an **Insured Person** suffers an **Accidental Bodily Injury** as set forth above and such **Insured Person** is positioned in a seat protected by a properly deployed **Occupant Protection Device**. The **Benefit Amount** for an **Occupant Protection Device** will only be paid if We pay a **Benefit Amount** for **Seat Belt** other than an Alternate **Benefit Amount**.

Verification of the actual use of the **Seat Belt** and proper operation of the **Occupant Protection Device** at the time of the **Accident** must be part of an official report of such **Accident** or be certified, in writing, by an investigating police officer.

In no event will a **Benefit Amount** for **Seat Belt** be paid if an **Insured Person** is operating or riding as a passenger in any vehicle used for a race or contest of any type.

The **Benefit Amount** for **Seat Belt** and **Benefit Amount** for **Occupant Protection Device** are payable in addition to any other applicable **Benefit Amounts** under this policy.

In no event will our total payments of a **Benefit Amount** for **Seat Belt** and a **Benefit Amount** for **Occupant Protection Device** exceed the maximum **Benefit Amount**, shown in Section IV-C of the Schedule of Benefits.

GCA5070

Spouse Employment Training Expense

We will reimburse **Spouse Employment Training Expense** up to the **Benefit Amount** for **Spouse Employment Training Expense**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes a **Primary Insured Person's** covered **Loss of Life**. The **Benefit Amount** for **Spouse Employment Training Expense** is payable in addition to any other applicable **Benefit Amounts** under

this policy. We will pay the **Benefit Amount** for **Spouse Employment Training Expense** to the natural person who incurs the expense.

This insurance applies only if the surviving **Spouse** incurs **Employment Training Expense** within three (3) years following the date of the **Primary Insured Person's** covered **Loss of Life**.

In no event will **Our** total payment exceed the **Benefit Amount** for **Spouse Employment Training Expense**, shown in Section IV-C of the Schedule of Benefits.
GCA5072

Vocational Training Expense

We will reimburse **Vocational Training Expense** up to the **Benefit Amount** for **Vocational Training Expense**, shown in Section IV-C of the Schedule of Benefits, if an **Insured Person** suffers a covered **Loss** due to an **Accidental Bodily Injury**. The **Benefit Amount** for **Vocational Training Expense** is payable in addition to any other applicable **Benefit Amounts** under this policy. We will pay the **Benefit Amount** for **Vocational Training Expense** to the natural person who incurs the expense.

We will pay the **Benefit Amount** for **Vocational Training Expense** until the earlier of the date on which:

- 1) the total **Vocational Training Expense Benefit Amount**, shown in Section IV-C of the Schedule of Benefits, has been paid; or
- 2) two (2) years have elapsed from the date of the **Accidental Bodily Injury**.

In no event will **Our** total payment exceed the **Benefit Amount** for **Vocational Training Expense**, shown in Section IV-C of the Schedule of Benefits.
GCA5078

Section II - Eligibility, Effective Date and Termination

Eligibility

A person becomes insured under this policy if:

- 1) such person is a member of an eligible **Class** of **Insured Persons** as shown in Section I of the Schedule of Benefits;
- 2) such person has completed any required **Qualification Period** as shown in Section II of the Schedule of Benefits; and
- 3) the required premium for such person has been paid.

GCA5080

Effective Date of Insurance for an Insured Person

Insurance for an **Insured Person** becomes effective on the latest of:

- 1) the effective date of this policy;
- 2) the date on which such person first meets the eligibility criteria as an **Insured Person**; or
- 3) the beginning of the period for which required premium is paid for such **Insured Person**.

GCA5082

Termination of Insurance for an Insured Person

Insurance for an **Insured Person** automatically terminates on the earliest of:

- 1) the termination date of this policy;
- 2) the expiration of the period for which required premium has been paid for such **Insured Person**;
- 3) the date on which a person no longer meets the eligibility criteria as an **Insured Person**.

Upon termination, insurance for an **Insured Person** may continue, subject to the **Policyholder's** employment policy, as follows:

- 1) if a **Primary Insured Person** is on temporary lay off, then insurance may continue for the full period of such lay-off but not for more than three hundred and sixty-five (365) days after the date on which such lay off begins;
- 2) if a **Primary Insured Person** is on a leave of absence, then the insurance may continue for the full period of the leave of absence but not for more than three hundred and sixty-five (365) days after the date on which such leave begins;
- 3) if a **Primary Insured Person** is absent from work due to an authorized family or medical leave, then insurance may continue for the full period of the leave but not for more than three hundred and sixty-five (365) days after the date on which such leave begins unless a longer period is agreed to by the **Company** and the **Policyholder**.

Continuation of insurance is subject to the payment of premium.

GCA5084CN

Section III - Extensions Of Insurance

Extensions of Insurance are subject to the provisions of Section I-Insurance of the Contract and all other policy terms and conditions.

Disappearance

If an **Insured Person** has not been found within one (1) year of the disappearance, stranding, sinking, or wrecking of any **Conveyance** in which an **Insured Person** was an occupant at the time of the **Accident**, then it will be assumed, subject to all other terms and conditions of this Policy, that an **Insured Person** has suffered **Loss of Life** insured under this policy.

GCA5088

Exposure

If an **Accident** resulting from an insured **Hazard** causes an **Insured Person** to be unavoidably exposed to the elements and as a result of such exposure an **Insured Person** has a **Loss**, then such **Loss** will be insured under this policy.

GCA5090

Section IV - Maximum Payment for Multiple Losses and Multiple Benefits

For any **Benefit Amount** identified as subject to this provision in the Schedule of Benefits, payment of such **Benefit Amount** will reduce the **Principal Sum**. If, subject to all the terms and conditions of this policy, an **Insured Person** is entitled to receive payment of multiple **Benefit Amounts** as the result of one (1) **Accident**, then the maximum **We** will pay for all benefits shall not exceed the **Principal Sum**, with the exception of **Loss of Arms** (Both) or **Loss of Legs** (Both), **Quadriplegia**, **Paraplegia**, **Hemiplegia** and **Accidental Loss of Use** of Both Arms or Both Legs or a combination of One Arm and One Leg.

For any **Benefit Amount** identified as not subject to this provision in the Schedule of Benefits, payment of such **Benefit Amount** will be in addition to any **Principal Sum** payable under this policy.

If an **Insured Person** has multiple **Losses** as the result of one **Accident**, then the maximum **Benefit Amount We** will pay shall not exceed 100% of the **Principal Sum** with the exception of **Loss of Arms (Both)** or **Loss of Legs (Both)**, **Quadriplegia**, **Paraplegia**, **Hemiplegia** and **Accidental Loss of Use of Both Arms or Both Legs** or a combination of **One Arm and One Leg**. In no event will the maximum **Benefit Amount We** will pay exceed 200% of the **Principal Sum**.

For the purposes of this provision the definition of **Loss** includes **Accidental Loss of Use, Brain Damage and Coma**.

GCA5092CN

Section V - Territory

This insurance applies worldwide.

GCA5094

Section VI - General Exclusions

The following exclusions apply to all benefits or Hazards under this policy. Additional exclusions, limitations or conditions may also apply to specific benefits or Hazards. Please read this entire policy carefully.

Owned Aircraft, Leased Aircraft or Operated Aircraft

This insurance does not apply to any **Accident, Accidental Bodily Injury or Loss** caused by or resulting from, directly or indirectly, an **Insured Person** being in, entering, or exiting any aircraft:

- 1) owned, leased or operated by the **Policyholder** or on the **Policyholder's** behalf; or
- 2) operated by an employee of the **Policyholder** on the **Policyholder's** behalf.

GCA5095

Aircraft Pilot or Crew

This insurance does not apply to any **Accident, Accidental Bodily Injury or Loss** caused by or resulting from, directly or indirectly, an **Insured Person** riding as a passenger in, entering, or exiting any aircraft while acting or training as a pilot or crew member.

This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life-threatening emergency.

GCA5098

Disease or Illness

This insurance does not apply to any **Accident, Accidental Bodily Injury or Loss** caused by or resulting from, directly or indirectly, an **Insured Person's** emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, bodily malfunctions or medical or surgical treatment thereof.

This exclusion does not apply to an **Insured Person's** bacterial infection caused by an **Accident** or by **Accidental** consumption of a substance contaminated by bacteria.

GCA5102

Incarceration

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly any occurrence while an **Insured Person** is incarcerated after conviction.

GCA5106

Service in the Armed Forces

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person** participating in military action while in active military service with the armed forces of any country or established international authority. However, this exclusion does not apply to the first sixty (60) consecutive days of active military service with the armed forces of any country or established international authority.

GCA5116

Suicide or Intentional Injury

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person's** suicide, attempted suicide or intentionally self-inflicted injury.

GCA5120

Trade Sanctions

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** when:

- 1) any trade or economic sanctions prohibit insurance of any **Accident, Accidental Bodily Injury** or **Loss**; or
- 2) there is any other legal prohibition against providing insurance of any **Accident, Accidental Bodily Injury** or **Loss**.

GCA5122CN

War

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, a declared or undeclared **War**.

GCA5126

Section VII – Definitions

For the purpose of these definitions, the singular includes the plural and the plural includes the singular, unless otherwise noted.

Accident or Accidental

Accident or Accidental means a sudden, unforeseen, and unexpected event which:

- 1) happens by chance;
- 2) arises from a source external to an **Insured Person**;
- 3) is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof;
- 4) occurs while the **Insured Person** is insured under this policy which is in force; and
- 5) is the direct cause of loss.

GCA5600

Accidental Bodily Injury

Accidental Bodily Injury means bodily injury, which:

- 1) is **Accidental**;
- 2) the direct cause of a loss; and
- 3) occurs while an **Insured Person** is insured under this policy which is in force.

Accidental Bodily Injury does not include conditions caused by repetitive motion injuries or cumulative trauma not a result of an **Accident**, including, but not limited to:

- 1) Osgood-Schlatter's Disease;
- 2) bursitis;
- 3) Chondromalacia;
- 4) shin splints;
- 5) stress fractures;
- 6) tendinitis; and
- 7) Carpal Tunnel Syndrome.

GCA5602

Accidental Loss of Use

Accidental Loss of Use means the permanent and total inability to function of:

- 1) One Hand or One Foot;
- 2) Both Hands or Both Feet or a Combination of One Hand and One Foot;
- 3) One Arm or One Leg;
- 4) Both Arms or Both Legs or a Combination of One Arm and One Leg;
- 5) Thumb and Index Finger of the Same Hand,

as determined by a **Physician**, approved by **Us**.

GCA5852CN

Activities of Daily Living

Activities of Daily Living means:

- 1) eating – feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by feeding tube intravenously;
- 2) toileting – getting to and from the toilet, getting on and off the toilet and performing associated hygiene;
- 3) transferring – moving into or out of a bed, chair or wheelchair;
- 4) 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;
- 5) dressing – putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs;
- 6) continence – ability to maintain the control of bowel and bladder functions; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).

GCA5608

Benefit Amount

Benefit Amount means the amount stated in the Schedule of Benefits for this policy which applies:

- 1) at the time of an **Accident**;
- 2) to an **Insured Person**; and
- 3) for the applicable **Hazard**.

GCA5612

Brain Damage

Brain Damage means physical damage to the brain that causes an **Insured Person's** inability to perform, without assistance, at least three (3) **Activities of Daily Living**.

GCA5624

Burn or Burned

Burn or **Burned** means a third degree burn, according to the Rule of Nines or the Lund-Browder Chart, caused by a source that is thermal, chemical, electrical or nuclear.

GCA5620

Business Travel

Business Travel means travel by a **Primary Insured Person** is:

- 1) away from such **Primary Insured Person's** regular place of employment;
- 2) at the authorisation, direction and expense of the **Policyholder**;
- 3) on the **Policyholder's** business; and
- 4) for periods of 180 days or less.

Business Travel does not include **Commutation**. **Business Travel** includes **Personal Excursion**.

GCA5622

Class

Class means the categories of **Insured Persons** described in Section I of the Schedule of Benefits.
GCA5628

Child Care Expense

Child Care Expense means the actual incurred costs for the care and supervision of an **Insured Person's Dependent Child** who is less than age [thirteen (13)].
GCA5630

Coma

Coma means a profound state of unconsciousness, as determined by a **Physician** according to the Glasgow Coma Scale, from which an **Insured Person** cannot be aroused to consciousness even by powerful stimulation.
GCA5632

Commission

Commission means the actual commission paid by the **Policyholder** during the twelve (12) months immediately preceding the date of the **Accident**. During the first twelve (12) months a **Primary Insured Person** is employed, the commission will be calculated by multiplying the average monthly commission at the time of the **Accident** by twelve (12).
GCA5640

Company

Company means Chubb Insurance Company of Canada.
GCA5648

Conveyance

Conveyance means any motorised craft, vehicle or mode of transportation licensed or registered by a governmental authority with competent jurisdiction.
GCA5650

Dependent

Dependent means a **Dependent Child, Spouse, or Domestic Partner** of a **Primary Insured Person**.
GCA5660

Dependent Child

Dependent Child means a **Primary Insured Person's** unmarried child from the moment of birth, including a natural child, grandchild, stepchild or adopted child from the date of placement with a **Primary Insured Person**. The **Dependent Child** must be primarily dependent upon such **Primary Insured Person** for maintenance and support, and must be:

- 1) under the age of twenty-one (21);
- 2) under the age of twenty-five (25) if enrolled as a full-time student at an **Institution of Higher Learning**; or
- 3) classified as an **Incapacitated Dependent Child**.

GCA5662

Dependent Parent

Dependent Parent means the parent(s) or grandparent(s) of an **Insured Person** or **Spouse** who, at the time of an **Accident**, is receiving support and care provided by such **Insured Person** or **Spouse**, as evidenced by Canadian income tax returns showing such parent as a dependent.

GCA5664CN

Education Expense

Education Expense means the actual cost incurred for tuition, fees, or room and board billed by an **Institution of Higher Learning**. **Education Expense** also means costs for required books or course supplies but shall not include any amount reimbursed from any other source.

GCA5668

Elimination Period

Elimination Period means the consecutive amount of time, shown in Section IV-C of the Schedule of Benefits, that must elapse before a **Benefit Amount** becomes payable. The **Elimination Period** begins on the first day of an **Insured Person's Loss**. **Benefit Amounts** are not payable, nor do they accrue, during an **Elimination Period**.

GCA5670

Family Travel Expense

Family Travel Expense means actual costs incurred by an **Immediate Family Member** for temporary lodging, transportation and meals while travelling to and from visits with an **Insured Person**.

GCA5678

Funeral Expense

Funeral Expense means the actual costs associated with the preparation of the deceased for burial or cremation.

GCA5687CN

Gainful Occupation

Gainful Occupation means an occupation, including self employment, that is or can be expected to provide an **Insured Person** with an income equal to at least 60% of the **Insured Person's** monthly earnings within twelve (12) months after the **Insured Person's** return to work.

GCA5688

Hazard

Hazard means the circumstances for which this insurance is provided as stated in Section III of the Schedule of Benefits and described in the **Hazard** Section of this policy.

GCA5696

Hemiplegia

Hemiplegia means complete and irreversible loss of all motion and all practical use of one arm and one leg on the same side of the body that lasts longer than 365 days as determined by a **Physician** approved by **Us**.

GCA5702

Home Alteration

Home Alteration means changes to an **Insured Person's** primary residence that are necessary to make the residence accessible and habitable for such **Insured Person**.

GCA5706

Hospital

Hospital means a public or private institution which:

- 1) is licensed in accordance with the laws of the jurisdiction where it is located;
- 2) operates for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- 3) provides organised facilities for diagnosis and medical or surgical treatment;
- 4) provides twenty-four (24 hour) nursing care;
- 5) has a **Physician** or staff of **Physicians** ; and
- 6) is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts.

GCA5712CN

Identification Expense

Identification Expense means the reasonable transportation and accommodation costs of an **Immediate Family Member**.

GCA5717CN

Immediate Family Member

Immediate Family Member means an **Insured Person's**:

- 1) **Spouse**;
- 2) children including adopted children or stepchildren;
- 3) legal guardians or wards;
- 4) siblings or siblings-in-law;
- 5) parents or parents-in-law;
- 6) grandparents or grandchildren;
- 7) aunts or uncles;
- 8) nieces and nephews.

Immediate Family Member also means a **Spouse's** children, including adopted children or stepchildren; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews.

GCA5716

Incapacitated Dependent Child

Incapacitated Dependent Child means a child who, as a result of being mentally or physically challenged, is permanently incapable of self-support and permanently dependent on a **Primary Insured Person** for support and maintenance. The incapacity must have occurred while the child was:

- 1) under the age of twenty-one (21); or
- 2) under the age of twenty-five (25) if enrolled as a full-time student at an **Institution of Higher Learning**.

GCA5718

In-Hospital

In-Hospital means registered as an in-patient and confined to a **Hospital** while being treated by a **Physician**. **In-Hospital** does not include confinement solely for convalescent or nursing care.

GCA5722

Institution of Higher Learning

Institution of Higher Learning means any accredited public or private college, university, professional trade or vocational school beyond the twelfth (12th) grade.

GCA5724

Insured Person

Insured Person means a person, qualifying as a **Class** member under Section I of the Schedule of Benefits:

- 1) who elects insurance; or
- 2) for whom insurance is elected,
- 3) and on whose behalf premium is paid.

GCA5728

Leased Aircraft

Leased Aircraft means an aircraft not owned by the **Policyholder**, which is subject to a written lease agreement between the **Policyholder** and the lessor. The **Policyholder** uses the aircraft as it wishes for the term of the written lease agreement. The **Policyholder** cannot alter or sell the aircraft without the consent of the lessor. **Leased Aircraft** includes aircraft subject to a short-term lease. If the written lease is short term, then the lease term shall not be longer than one (1) week or no more than two (2) trips.

GCA5730

Loss

Loss means **Accidental**:

- Loss of All Toes**
- Loss of Arm**
- Loss of Foot**
- Loss of Hand**
- Loss of Hearing**
- Loss of Leg**
- Loss of Life**
- Loss of Sight**
- Loss of Sight of One Eye**
- Loss of Speech**
- Loss of Thumb and Index Finger**
- Quadriplegia**
- Paraplegia**
- Hemiplegia**
- Loss of Use**

Loss must occur within one (1) year after the **Accident**.

GCA5732CN

Loss of All Toes

Loss of All Toes means complete severance of all toes on a foot as determined by a **Physician**. **We** will consider such severance a **Loss of All Toes** even if the toes are later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.

GCA5751CN

Loss of Arm

Loss of Arm means the complete severance of an arm through or above the elbow joint. **We** will consider such severance a **Loss of Arm** even if the arm is later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.

GCA5733CN

Loss of Foot

Loss of Foot means the complete severance of a foot through or above the ankle joint. **We** will consider such severance a **Loss of Foot** even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.

GCA5734

Loss of Hand

Loss of Hand means complete severance, as determined by a **Physician**, of at least four (4) fingers at or above the metacarpal phalangeal joint on the same hand or at least three (3) fingers and the thumb on the same hand. **We** will consider such severance a **Loss of Hand** even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.

GCA5736

Loss of Hearing

Loss of Hearing means permanent, irrecoverable and total deafness, as determined by a **Physician**, with an auditory threshold of more than 90 decibels in each ear. The deafness cannot be corrected by any aid or device, as determined by a **Physician**.

GCA5738

Loss of Leg

Loss of Leg means the complete severance of a leg through or above the knee joint. **We** will consider such severance a **Loss of Leg** even if the leg is later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.

GCA5739CN

Loss of Life

Loss of Life means death, including clinical death, as determined by the local governing medical authority where such death occurs within 365 days after an **Accident**.

GCA5740

Loss of Sight

Loss of Sight means permanent loss of vision. Remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**.

GCA5742

Loss of Sight of One Eye

Loss of Sight of One Eye means permanent loss of vision of one eye. Remaining vision in that eye must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**.

GCA5744

Loss of Speech

Loss of Speech means the permanent, irrecoverable and total loss of the capability of speech without the aid of mechanical devices, as determined by a **Physician**.

GCA5748

Loss of Thumb and Index Finger

Loss of Thumb and Index Finger means complete severance, through the metacarpal phalangeal joints, of the thumb and index finger of the same hand, as determined by a **Physician**. **We** will consider such severance a **Loss of Thumb and Index Finger** even if a thumb, an index finger or both are later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.

GCA5750

Medically Necessary

Medically Necessary means a medical or dental service, supply or course of treatment which:

- 1) is ordered or prescribed by a **Physician**;
- 2) is appropriate and consistent with the patient's diagnosis;
- 3) is in accord with current accepted medical or dental practice; and
- 4) could not be eliminated without adversely affecting the patient's condition.

GCA5758

Medical Services

Medical Services means **Medically Necessary** services, including but not limited to:

- 1) medical care and treatment by a **Physician**;
- 2) **Hospital** room and board and **Hospital** care, both inpatient and outpatient;
- 3) drugs and medicines required and prescribed by a **Physician**;
- 4) diagnostic tests and x-rays prescribed by a **Physician**;
- 5) transportation of an **Insured Person** in an emergency transportation vehicle from the location where such **Insured Person** becomes injured to the nearest **Hospital** where appropriate medical treatment can be obtained;
- 6) dental care and treatment due to **Accidental Bodily Injury**;
- 7) physical therapy, including diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage and the office visit associated with such therapy;
- 8) treatment performed by a licensed medical professional when prescribed by a **Physician**, if hospitalisation would have been otherwise required;
- 9) rental of durable medical equipment;
- 10) artificial limbs and other prosthetic devices;
- 11) orthopaedic appliances or braces.

GCA5760

Occupant Protection Device

Occupant Protection Device means either an air bag, which inflates for added protection to the head and chest areas, or any other personal safety restraint system other than a **Seat Belt**.

GCA5764CN

Operated Aircraft

Operated Aircraft means any aircraft not owned by the **Policyholder** but over which the **Policyholder** exercises control. **Operated Aircraft** includes an aircraft for which the **Policyholder** pays operating expenses.

GCA5768

Other Plan

Other Plan means any other insurance or payment source for **Medical Services** or disability, including but not limited to health coverage, disability insurance, worker's compensation insurance; or coverage provided or required by any law or statute, including, automobile insurance "fault" or "no-fault", employer sick leave or salary continuation plan, or similar benefit provided or required by governmental plan or program.

GCA5770

Owned Aircraft

Owned Aircraft means any aircraft to which the **Policyholder** holds legal or equitable title.

GCA5772

Paraplegia

Paraplegia means complete and irreversible loss of all motion and all practical use of both legs that lasts longer than 365 days, as determined by a **Physician** approved by **Us**.

GCA5774

Physician

Physician means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided.

Physician does not include:

- 1) an **Insured Person**;
- 2) an **Immediate Family Member**;
- 3) an **Insured Person's** employer or business partner; or
- 4) the **Policyholder**.

GCA5782

Policyholder

Policyholder means the entity identified in the Insuring Agreement.

GCA5786

Premium Waiver Disability or Premium Waiver Disabled

Premium Waiver Disability or **Premium Waiver Disabled** means that **Accidental Bodily Injury** or sickness solely and directly:

- 1) prevents a **Primary Insured Person** from performing all the substantial and material duties of any **Gainful Occupation** for which such **Primary Insured Person** is qualified, or could be qualified, by reason of education, training, experience, or skill;
- 2) causes a condition which is medically determined by a **Physician**, approved by **Us**, to be of continuous and indefinite duration; and
- 3) requires the continuous care of a **Physician**, unless such **Primary Insured Person** has reached his or her maximum point of recovery.

GCA5788

Primary Insured Person

Primary Insured Person means an **Insured Person** who:

- 1) has a direct relationship with the Policyholder; and
- 2) where applicable elects insurance under this policy; and
- 3) pays the required premium, for the insurance elected.

GCA5790

Principal Sum

Principal Sum means the amount of insurance appearing in Section IV-A of the Schedule of Benefits applicable to each **Class**.

GCA5792

Private Passenger Automobile

Private Passenger Automobile means a four-wheeled motor vehicle with a maximum seating capacity of nine (9) people, manufactured, designed and registered as a private passenger vehicle for travel on public roads.

GCA5793

Proof of Loss

Proof of Loss means written evidence acceptable to **Us** that an **Accident, Accidental Bodily Injury or Loss** has occurred.

GCA5794

Psychological Therapy

Psychological Therapy means **Medically Necessary** counselling for a mental or nervous disorder by a **Physician**, whether on an out-patient basis, in a **Hospital** or any other medical facility licensed to provide such treatment.

GCA5796

Psychological Therapy Expense

Psychological Therapy Expense means **Reasonable and Customary Charges** for **Psychological Therapy**.

GCA5797

Quadriplegia

Quadriplegia means complete and irreversible loss of all motion and all practical use of both arms and legs that lasts longer than 365 days, as determined by a **Physician** approved by **Us**.

GCA5798

Reasonable and Customary Charge

Reasonable and Customary Charge means the lesser of:

- 1) the usual charge made by **Physicians** or other health care providers for a given service or supply; or
- 2) the charge **We** reasonably determine to be the prevailing charge made by **Physicians** or other health care providers for a given service or supply in the geographical area where it is furnished.

GCA5804

Rehabilitation

Rehabilitation means treatment other than **Psychological Therapy** intended to prepare an **Insured Person** for work in any **Gainful Occupation**, including an **Insured Person's** regular occupation that is:

- 1) provided by a therapist licensed, registered, or certified to perform such treatment; or
- 2) provided in a **Hospital** or other facility, which is licensed to provide such treatment.

The **Rehabilitation** must take place under the direction of a **Physician**.

GCA5800

Rehabilitation Expense

Rehabilitation Expense means **Reasonable and Customary Charges** for **Rehabilitation**.

GCA5802

Repatriation Expense

Repatriation Expense means the actual costs for preparation of the deceased for burial or cremation and shipment of the body to the domicile or permanent residence of the deceased.

GCA5811CN

Salary

Salary means a **Primary Insured Person's** basic annual earnings from the **Policyholder** at the time of **Accident**, excluding **Commissions**, overtime and incentive payments.

GCA5812

Seat Belt

Seat Belt means a lap or lap and shoulder restraint device or a child restraint device, which meets the published standards and has been installed in accordance with the manufacturer's instructions.

GCA5820CN

Spouse

Spouse means a person of the same or opposite sex who:

- 1) is legally married to and cohabits with the **Insured Person**, or if there is no such person,
- 2) is a person who qualifies as a common law or domestic partner under the provisions of any applicable federal, provincial, territorial, state or local law.

GCA5828CN

Spouse Employment Training Expense

Spouse Employment Training Expense means the actual costs incurred by a **Spouse** for tuition, fees, room and board billed by an **Institution of Higher Learning**. **Spouse Employment Training Expense** also means costs for required books or course supplies. These costs must be incurred by the **Primary Insured Person's Spouse** to attend an **Institution of Higher Learning** for the purpose of obtaining or refreshing skills needed for employment.

GCA5830

Subsidiary

Subsidiary means any organization in which:

- 1) more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is owned or controlled, directly or indirectly, in any combination by the **Policyholder**; or
- 2) the **Policyholder** exercises management control.

GCA5832

Terrorism

Terrorism means activities against persons, organizations or property of any nature:

- 1) that involve the following or preparation for the following:
 - a) use or threat of force or violence; or
 - b) commission or threat of a dangerous act; or
 - c) commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
- 2) when one or both of the following applies:
 - a) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious social or economic objectives or to express (or express opposition to) a philosophy or ideology.

GCA5844

Vehicle Modification

Vehicle Modification means changes, including but not limited to installation of equipment, to a **Private Passenger Automobile** that are necessary to make such **Private Passenger Automobile** accessible to or driveable by an **Insured Person**.

GCA5856

Vocational Training Expense

Vocational Training Expense means the actual costs incurred for tuition, fees, room and board billed by an **Institution of Higher Learning** for training that is intended to prepare an **Insured Person** for work in any **Gainful Occupation**. **Vocational Training Expense** includes costs for required books or course supplies.

GCA5857

War

War means:

- 1) hostilities following a formal declaration of war by a governmental authority;
- 2) in the absence of a formal declaration of **War** by a governmental authority armed, open and continuous hostilities between two countries; or
- 3) armed, open and continuous hostilities between two factions, each in control of territory, or claiming jurisdiction over the geographic area of hostility.

War does not include **Terrorism**.

GCA5858

We, Us and Our

We, Us and Our means Chubb Insurance Company of Canada.

GCA5860CN

Section VIII - General Provisions

Addition of New Insured Persons

Any new person who meets the eligibility criteria for the **Class(es)** described in Section I of the Schedule of Benefits, **Insured Persons**, will automatically be an **Insured Person** under this policy.

GCA5150

Arbitration

In the event of a dispute under this policy, either **We**, an **Insured Person**, or in the event of **Loss of Life**, an **Insured Person's** beneficiary, may make a written demand for arbitration. In that case, **We** and an **Insured Person**, or in the event of **Loss of Life**, an **Insured Person's** beneficiary, will each select an arbitrator. The two arbitrators will select a third. If they cannot agree within fifteen (15) days, then either **We**, an **Insured Person**, or in the event of **Loss of Life**, an **Insured Person's** beneficiary, may request that the choice of arbitrator be submitted to the superior court of the province in the province of an **Insured Person's** principal residence. The arbitration will be held in the province of an **Insured Person's** principal residence.

Each participant shall bear the cost for arbitration and shall share equally in the cost of the umpire and the proceedings.

GCA5156CN

Beneficiary

A) Designation

An **Insured Person** has the right to designate a beneficiary. The **Primary Insured Person** shall have the sole right to designate a beneficiary for any **Dependent Child** who is a minor. All beneficiary designations must be:

- 1) in writing;
- 2) filed with the **Policyholder**; and
- 3) provided to **Us** at the time of claim or at such other time as **We** may require.

With respect to Insured Persons living in Quebec, the beneficiary designation of a spouse is irrevocable, unless otherwise stipulated. Any other beneficiary is revocable.

B) *Change*

The **Insured Person**, and no one else, unless there is an irrevocable assignment, has the right to change the beneficiary except as set forth above. The **Insured Person** does not need the consent of anyone to do so.

All beneficiary changes must be:

- 1) in writing;
- 2) filed with the **Policyholder**; and
- 3) provided to **Us** at the time of claim or at such other time as **We** may require.

We do not assume any responsibility for the validity of these changes.

C) *Payment*

The **Benefit Amount** for covered **Loss of Life** will be paid to the beneficiary designated by an **Insured Person**. Any **Benefit Amount** payable due to the **Loss of Life** of a **Dependent Child** will be paid to the **Primary Insured Person**, absent any beneficiary designation by the **Dependent Child**.

If an **Insured Person** has not chosen a beneficiary or if there is no beneficiary alive when the **Insured Person** dies, then **We** will pay the **Benefit Amount** for **Loss of Life** to the first surviving party in the following order:

- 1) the **Insured Person's Spouse**;
- 2) in equal shares to the **Insured Person's** surviving children;
- 3) in equal shares to the **Insured Person's** surviving parents;
- 4) in equal shares to the **Insured Person's** surviving brothers and sisters;
- 5) the **Insured Person's** estate.

All other **Benefit Amounts** are paid to the **Insured Person**, unless otherwise directed by an **Insured Person** or an **Insured Person's** designee, or unless otherwise noted in this policy.

If any beneficiary has not reached the legal age of majority, then **We** will pay such beneficiary's legal guardian.

GCA5158CN

Benefit Assignment

An **Insured Person** may assign **Benefit Amounts** other than those for **Loss of Life**. Such assignment must be in writing, signed by the **Insured Person** and filed with the **Policyholder**. The assignment shall be provided to **Us** at the time of claim or at such other time as **We** may require. **We** do not assume the responsibility for the validity of any assignment.

GCA5154

Cancellation, Nonrenewal and Grace Period

A) *Grace Period*

The **Policyholder** is entitled to a grace period of thirty-one (31) days from the premium due date for the payment of premium due. This policy will continue in force during the grace period. The grace period does not apply to the first premium payable during this policy term. Failure to pay the first premium on or before the due date will immediately terminate this policy as of inception. **We** are not required to provide notification of such termination.

GCA5160

B) Cancellation, Nonrenewal

The **Policyholder** may cancel this policy, or any of its individual insurance benefits, by sending **Us** written notice stating when cancellation is to take effect. The effective date of cancellation may not be earlier than the date notice is postmarked or transmitted.

We may cancel this policy, or any of its individual insurance benefits, if the **Policyholder** fails to pay the premium within the grace period of thirty-one (31) days after the premium due date, except for the first premium due during the Policy Period. **We** will send written notice stating the effective date of cancellation, which will be no earlier than thirty-one (31) days after the premium due date.

We may cancel this policy, or any of its individual insurance benefits, for reasons other than non-payment of premium by sending written notice stating when thereafter such cancellation shall take effect. If this is a multi-year policy, then **We** may cancel the policy, or any of its individual insurance benefits, by sending written notice at least forty five (45) days prior to the Anniversary Date shown in the Insuring Agreement.

We may nonrenew this policy by sending written notice at least forty-five (45) days before the expiration date of the Policy Period shown in the Insuring Agreement.

We will send notice of cancellation or nonrenewal to the **Policyholder** at its last known address. If the notice is mailed, proof of mailing will be considered proof of cancellation or nonrenewal.

The **Policyholder** is required to immediately provide notice of cancellation or nonrenewal to all **Insured Persons**.

The earned premium will be computed on a pro-rata basis. Any unearned premium will be returned to the **Policyholder** as soon as practicable.

GCA5162

Certificate

When required by law, **We** will issue to the **Policyholder** for delivery to the **Primary Insured Person** a Certificate of Insurance. The Certificate of Insurance will describe the benefits, exclusions, limitations, and conditions of this policy and state to whom benefits are payable. Any subsequent changes to this policy will also apply to the existing Certificates of Insurance.

GCA5164

Changes

This policy can only be changed by a written endorsement that becomes a part of this policy. The endorsement must be approved by one of **Our** officers and signed by one of **Our** authorised representatives. No agent has the authority to change this policy or waive any of its provisions.

GCA5166CN

Claim and Suit Co-operation

In the event of a claim under this policy, the **Policyholder**, the **Insured Person** or the beneficiary, if applicable, must fully co-operate with **Us** in **Our** handling of the claim, including, but not limited to, the timely submission of all medical and other reports, and full co-operation with all physical examinations and autopsies that **We** may require. If **We** are sued in connection with a claim under this policy, then the **Policyholder**, the **Insured Person** or the beneficiary must fully co-operate with **Us** in the handling of such suit. The **Policyholder**, the **Insured Person** or the beneficiary must not, except at their own expense, voluntarily make any payment or assume any obligation in connection with any suit without **Our** prior written consent.

Claim Forms

When **We** receive notice of a claim, **We** will send the **Insured Person** or the **Insured Person's** designee, within fifteen (15) days, forms for giving **Proof of Loss** to **Us**. If the **Insured Person** or the **Insured Person's** designee does not receive the forms, then the **Insured Person** or an **Insured Person's** designee should send **Us** a written description of the **Loss**. This written description should include information detailing the occurrence, type and extent of the **Loss** for which the claim is made.

GCA5172

Claim Notice

Written Claim Notice must be given to **Us** or any of **Our** brokers or appointed agents within twenty (20) days after the occurrence or commencement of any **Loss** covered by this policy or as soon as reasonably possible. Notice must include enough information to identify the **Insured Person** and **Policyholder**. Failure to give Claim Notice within twenty (20) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

GCA5170

Claim Payment

For benefits payable involving disability, **We** will pay the **Insured Person** the applicable **Benefit Amount** no less frequently than monthly during the period for which **We** are liable. All payments by **Us** are subject to receipt of complete **Proof of Loss**.

For all benefits payable under this policy except those for disability, **We** will pay the **Insured Person** or beneficiary the applicable **Benefit Amount** within sixty (60) days after **We** receive complete **Proof of Loss** if the **Insured Person**, the **Policyholder** and beneficiary, where applicable, have complied with all the terms of this policy.

GCA5176

Claim Proof of Loss

For claims involving disability, complete **Proof of Loss** must be given to **Us** within thirty (30) days (ninety (90) days in Quebec) after commencement of the period for which **We** are liable. Subsequent written proof of the continuance of such disability must be given to **Us** at such intervals as **We** may reasonably require.

Failure to give complete **Proof of Loss** within these time frames will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible, and in no event later than one (1) year after the deadline to submit complete **Proof of Loss**, except in cases where the claimant lacks legal capacity.

For all claims except those involving disability, complete **Proof of Loss** must be given to **Us** within ninety (90) days after the date of **Loss**, or as soon as reasonably possible.

GCA5174

Compliance by Policyholder and Insured Person

We have no duty to provide insurance under this policy unless the **Policyholder**, the **Insured Person** and the beneficiary, if applicable, have fully complied with all the terms and conditions of this policy.

GCA5168

Conversion Privilege

In the event the insurance under this policy ceases as to a **Primary Insured Person** for any reason other than termination of this policy, such **Primary Insured Person** is eligible to purchase an individual accident insurance policy. The individual accident policy must insure the **Primary Insured Person** and may also insure the **Dependents** insured under this policy.

In order to convert this insurance to an individual accident insurance policy, the **Primary Insured Person** must submit to **Us** or **Our** authorized representative:

- 1) a completed, written application; and
- 2) the required premium

for the individual accident insurance policy within thirty-one (31) days after the **Primary Insured Person's** insurance ended.

The individual accident insurance policy will:

- 1) be issued without evidence of insurability;
- 2) provide insurance only for **Loss of Life** and dismemberment that is most similar to, but not greater than, the terminated insurance;
- 3) not pay for the same **Loss** for which benefits have already been paid under this policy;
- 4) provide a **Benefit Amount** for the **Primary Insured Person** which will be equal to the **Primary Insured Person's Benefit Amount** under this policy, subject to a maximum **Benefit Amount** of \$200,000; and
- 5) be subject to individual policy terms and conditions.

It is the **Policyholder's** sole responsibility to notify a **Primary Insured Person** of the existence of this conversion privilege on or prior to the date the insurance under this policy terminates as to such **Primary Insured Person**.

GCA5180

Entire Contract and Application

This policy, the **Policyholder's** application and the **Primary Insured Person's** application, if any, together with the endorsements attached to this policy, constitute the entire contract of insurance. If an application is completed by the **Policyholder** or **Primary Insured Person** in connection with this policy, then **We** will attach the application to the policy when the policy is issued.

The **Insured Person** and any claimant under this policy have the right to obtain a copy of the **Insured Person's** application, any written evidence of insurability (as applicable) and the policy, on request.

GCA5182

Examination Under Oath

We have a right to examine under oath, as often as **We** may reasonably require, an **Insured Person**, the **Policyholder** or the beneficiary. **We** may also require the **Insured Person**, the **Policyholder** or the beneficiary to provide a signed description of the circumstances surrounding the **Loss** and their interest in the **Loss**. An **Insured Person**, the **Policyholder** and the beneficiary will also produce all records and documents requested by **Us** and will permit **Us** to make copies of such records or documents.

GCA5183

Governing Jurisdiction and Conformance With Statutes

This policy is governed by the laws of the province in which it is delivered to the **Policyholder** and the laws of Canada applicable therein. Any terms of this policy which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this policy is delivered are amended to conform to such statutes, laws or regulations.

GCA5184CN

Inadvertent Error

The insurance provided under this policy will not be prejudiced by the failure on the part of the **Policyholder** to transmit reports, collect and remit premium or comply with any of the terms and conditions of this policy when such failure is due to an inadvertent error or clerical mistake, provided that such inadvertent error or clerical mistake is corrected promptly upon discovery.

An inadvertent error or clerical mistake by **Us** or by the **Policyholder** may be corrected upon discovery with notice by the **Policyholder** to **Us** or by **Us** to the **Policyholder**.

GCA5186

Informational and Advertising Material

The **Policyholder** and its representatives must gain **Our** prior written approval of all material used for advertising and solicitation relating to this policy, regardless of the medium in which such material appears. **We** will not be responsible for any increase in payment or any changes in insurance resulting from such materials that have not been approved by **Us**.

GCA5188

Legal Action Against Us

No legal action may be brought to recover on this policy until sixty (60) days after **We** have been given complete **Proof of Loss**. No such action may be brought after three (3) years from the time complete **Proof of Loss** is required to be given. No such action may be brought unless there has been full compliance with all of the terms of this policy.

Any legal action brought against **Us** in connection with or relating to this policy, regardless of whether framed in contract or in tort, shall without exception be brought and determined exclusively in the courts of the province in which this contract was delivered to the **Policyholder**.

In no case will **We** be liable for benefits that are not payable under the terms of this policy or that exceed the applicable **Benefit Amounts** or limits of insurance of this policy.

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.

GCA5190CN

Liberalization

If **We** adopt any changes:

- 1) within forty-five (45) days prior to the policy effective date shown in the Insuring Agreement;
or
- 2) during the Policy Period,

which broaden this insurance without an additional premium charge, then the **Insured Person** will automatically receive the benefit of the broadened insurance.
GCA5192CN

Newly Acquired or Newly Formed Organizations

If the **Policyholder** acquires or forms another entity that becomes a **Subsidiary**, then at the **Policyholder's** request **We** will enrol all eligible employees of such **Subsidiary** as soon as possible subject to the following requirements:

- 1) all **Insured Persons** of such **Subsidiary** fit the **Class** Description shown in Section I of the Schedule of Benefits;
- 2) the **Subsidiary** is acquired or formed during the Policy Period;
- 3) the **Policyholder** reports the name of the **Subsidiary** within thirty(30) days after its acquisition or formation together with such information that **We** at our sole discretion may require to determine the additional premium ; and
- 4) the **Policyholder** pays the additional required premium.

Item three (3) above does not apply to a **Subsidiary** with less than 100 eligible employees unless the number of eligible employees for such **Subsidiary** exceeds ten percent (10%) of the insured group.

This insurance does not apply if the **Policyholder** advises **Us** in writing that it does not seek insurance under this policy for such newly acquired or formed **Subsidiary**.

GCA5194CN

Physical Examination and Autopsy

We have the right to have an **Insured Person** examined by a **Physician** approved by **Us**, as often as reasonably necessary while a claim is open. **We** may also have an autopsy done by a **Physician**, unless prohibited by law. Any examinations or autopsies that **We** require will be done at **Our** expense.

GCA5193

Premium Payment

The **Policyholder** will collect and remit to **Us** all premium due under this policy, subject to the grace period.

Premium is adjustable. The earned premium is calculated for each reporting period based on the applicable rates and exposures. The **Policyholder** must keep records of the information **We** need to calculate the premium and send **Us** copies of these records for each reporting period.

The earned premium will be computed on a pro-rata basis. Any unearned premium will be remitted to the **Policyholder** as soon as practicable.

GCA5196

Premium Provisions

The **Policyholder** will pay all required premium due under this policy, subject to the grace period. Annual Premiums and Deposit Premiums are due at the beginning of the Policy Period and each future Anniversary Date unless otherwise indicated on the Premium Summary.

If premiums are adjustable, then **We** will compute the earned premium for each audit reporting period based on the applicable rates and exposures. The **Policyholder** must keep records of the information **We** need to perform the adjustment and send **Us** copies at **Our** request.

If the policy is written subject to adjustment shown in the Premium Schedule, then the **Policyholder** must report to **Us** the complete information for the reporting period shown in the Premium Summary. The **Policyholder** must submit the reports within the specified number of days after the end of each Reporting Period.

At the earlier of the end of the Policy Period or the policy termination, earned premium will be determined based on the reported values or exposures. If the resulting earned premium is less than the Deposit Premium, if any, then **We** will return the excess to the **Policyholder**. If the resulting earned premium is greater than the Deposit Premium, if any, then **We** will bill the **Policyholder** for the additional premium. The **Policyholder** will pay **Us**, within thirty (30) days, any additional premium generated from the premium adjustment.

GCA5197

Premium Rate Change

We may change the premium rates for this policy on the Anniversary Date. **We** will give the **Policyholder** at least forty-five (45) days prior written notice of such change.

GCA5198

Premium Waiver

We will waive a **Primary Insured Person's** premium due and continue insurance under this policy if a **Primary Insured Person** suffers **Premium Waiver Disability** provided that such **Premium Waiver Disability**:

- 1) begins while a **Primary Insured Person** is insured under this policy; and
- 2) exists continuously for a period of sixty (60) days.

As a condition precedent to this waiver of premium:

- 1) proof of **Premium Waiver Disability** must be furnished to **Us**, no later than twelve (12) months after the date on which such **Premium Waiver Disability** began; and
- 2) **We** shall have the right to examine the **Primary Insured Person** at any time during the first two (2) years after **We** receive proof of **Premium Waiver Disability** and no less frequently than annually thereafter.

When **We** receive satisfactory proof of **Premium Waiver Disability**, **We** will refund to the **Policyholder**, any premium paid during the period for the **Premium Waiver Disability**.

This waiver will cease on the first to occur of:

- 1) the date the **Primary Insured Person** ceases to be **Premium Waiver Disabled**;
- 2) the date the **Primary Insured Person** fails to submit required proof of **Premium Waiver Disability**;
- 3) the date the **Primary Insured Person** fails to submit to any physical examination;
- 4) the date the **Primary Insured Person** attains age sixty-five (65);
- 5) the date this policy ends; or
- 6) the date the **Primary Insured Person** dies.

GCA5200

Records and Audit

We may examine the **Policyholder's** books and records relating to this policy at any reasonable time during the policy term and up to three (3) years after expiration of this policy or until final adjustment and settlement of all claims under this policy, whichever is later.

The **Policyholder** must maintain information pertaining to **Insured Persons** including but not limited to each **Insured Person's Benefit Amount, Class, Salary**, enrolment form, if any, and beneficiary designations or assignments.

GCA5204

Statements by Policyholder or Insured Person and Incontestability

We will not use any statements, except fraudulent misstatements, made by the **Policyholder** or the **Insured Person** to void the insurance or reduce benefits payable under this policy, or to otherwise contest the validity of this policy, unless such statements are contained in a written document signed by the **Policyholder** or the **Insured Person**. If We rely on such statements for this purpose, then We will provide a copy of the written document to the **Policyholder**, the **Insured Person** or the **Insured Person's** designee or beneficiary, as appropriate.

We will consider all statements made by the **Policyholder** and the **Insured Person** to be representations and not warranties.

Except for non-payment of premium, We will not use statements made by the **Policyholder** or the **Insured Person** regarding insurability to contest the validity of this policy when the statements are made more than two (2) years after this policy has been in force during the **Insured Person's** lifetime.

Nothing in this section will preclude Us from asserting at any time defences based upon a claimant's ineligibility for insurance under this policy or upon any other policy provision or condition.

GCA5206

Titles of Paragraphs

The titles of the various paragraphs of this policy and any endorsements attached to this policy are inserted solely for convenience of reference and do not limit or affect in any way the provisions to which they relate.

GCA5208

Workers' Compensation

The benefits payable under this policy are not in lieu of and do not affect any requirement for workers' compensation insurance.

GCA5210

Privacy Notice

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

General Insurance Ombudservice
2727 Courtice Road, P.O. Box 98009
Courtice, ON L1E 3A0