

the  
EDGE™

# Fracture Accident Benefit

SAMPLE

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POLICY BOOKLET

Simply Safeguarding Your Lifestyle™

# FRACTURE ACCIDENT BENEFIT

**IMPORTANT NOTE:** You are only covered for those benefits applied for and for which premium has been received. Please see your Schedule of Benefits Issued by the Administrator for Confirmation of plan purchased.

## PLEASE READ YOUR POLICY CAREFULLY

This Policy is a legal contract between you and the Company. Possession of this policy booklet alone does not entitle you to insurance under this policy. The policy must be in effect, a Schedule of Benefits must be issued by the Administrator and premiums must be paid.

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**Chubb Life Insurance Company of Canada** (herein called “The Company”) having issued Master Policy No. AB10386701 to THE EDGE BENEFITS Inc. (herein called the “Administrator”) agrees to provide insurance coverage and pay benefits as described in this Policy for loss resulting from Injury to the extent herein provided and subject to all of the exclusions, limitations and provisions of this Policy for the Insured Person stated in the Schedule of Benefits from whom the appropriate premium has been received.

## DEFINITIONS

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

“**Benefit Amount**” means the amount of insurance for which the Insured Person is covered, based on the Plan selected on the application for insurance, and as shown in the Schedule of Benefits issued by and on file with the Administrator.

“**Class Grouping**” means a group of Insured Persons by Plan type.

“**Injury**” means bodily Injury caused by an Accident occurring while this Policy is in force as to the Insured Person whose Injury is the basis of claim and Resulting directly and independently of all other causes in loss covered by this Policy, and that is not caused or contributed to, directly or indirectly, by physical or mental illness or disease or treatment for the illness or disease.

“**Insured Applicant**” means the individual insured named on the Schedule of Benefits issued by the Administrator, who has submitted application for insurance for which premium has been received.

“**Effective Date**” means the later of the date of the application, the date of the cheque for the first month's premium submitted with the application or the Effective Date specified on the Schedule of Benefits issued by the Administrator. Coverage will not become effective if the cheque submitted as payment is not honoured on presentation.

“**Fracture**” means an unequivocal radiological evidence of a break or rupture involving the complete cross-section of the bone. If equivocal, the diagnosis of fracture must be confirmed by the treating Physician.

“**Physician**” means a medical doctor (M.D.) licensed and practicing in Canada and acting within the scope of his or her license and who is not (1) the Insured Person; (2) a Member of the Insured Person's Immediate Family; or (3) retained by the Administrator.

“**Premium Due Date**” means the first premium is due and payable at time of application. The Policy will not take effect without its payment. After the first premium, premiums are payable to the Administrator in advance on a monthly basis by pre-authorized Debit (PAD). The PAD date occurs on the date of each month as determined by the Insured and is reflected on the Schedule of Benefits issued by the Administrator.

## BENEFIT SCHEDULE

The Benefit Amount specified below shall apply to each Insured Person per any one accident. Not more than one (the largest) of such benefits shall be paid with respect to all injuries resulting from the same accident.

Only the first eligible claim will be reimbursed as described in the Benefit Schedule below, any subsequent fracture of the same bone in the same place, will be reduced the amount of claim paid by 50%.

### PRIMARY PLAN

Fracture Of	Benefit Amount
Depressed Skull	\$6,000
Spine (one or more Vertebrae)	\$3,000
Jawbone	\$2,000
Pelvis	\$2,000
Upper Leg	\$2,000
Knee cap	\$1,750
Shoulder blade	\$1,500
Wrist (small bones)	\$1,500
Lower leg	\$1,500
Ankle (small bones)	\$1,500
Forearm	\$1,250
Sternum	\$1,000
Sacrum/coccyx	\$1,000
Upper arm (elbow-shoulder)	\$1,000
Collar Bone	\$750
Nose	\$750
Two or more ribs	\$500
Hand	\$500
Foot	\$500
One rib	\$375
Any bone not specified	\$250

BASE PLAN

Fracture Of	Benefit Amount
Depressed Skull	\$12,000
Spine (one or more Vertebrae)	\$6,000
Jawbone	\$4,000
Pelvis	\$4,000
Upper Leg	\$4,000
Knee cap	\$3,500
Shoulder blade	\$3,000
Wrist (small bones)	\$3,000
Lower leg	\$3,000
Ankle (small bones)	\$3,000
Forearm	\$2,500
Sternum	\$2,000
Sacrum/coccyx	\$2,000
Upper arm (elbow-shoulder)	\$2,000
Collar Bone	\$1,500
Nose	\$1,500
Two or more ribs	\$1,000
Hand	\$1,000
Foot	\$1,000
One rib	\$750
Any bone not specified	\$500

**EXCLUSIONS**

This Policy does not cover loss caused by or resulting from any one or more of the following:

- a) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
- b) Declared or undeclared war or any act thereof;
- c) Accident occurring while the Insured Person 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);
- d) Participation in the commission or attempted commission of a criminal or felonious act.

- e) Being under the influence of a drug or controlled substance as defined by federal or provincial law, unless administered on the advice of a physician.
- f) Operating a motor vehicle, under the influence of any intoxicant or if the insured's blood alcohol concentration is in excess of 80 milligrams of alcohol per 100 milliliters of blood.
- g) Any fractures associated or a result of osteoporosis.
- h) For sickness or disease either as a cause or effect.
- i) Participates in any type of professional athletics activity, or engages in any of the following activities: mountaineering, rock climbing, caving, parachuting, sky diving, hang gliding, bungee jumping, rodeo, racing (for example, but not limited to automobile, motorcycle, or horse) or racing of any water device (e.g. seadoo);
- j) 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.

Exclusion 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 Person 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 master Policyholder or any subsidiary or affiliate of such Policyholder, or by an Insured Person or any member of his/her household; or (e) while being used for fire fighting, pipeline inspection, power line inspection, aerial photography or exploration.

## **POLICY CONDITIONS**

### **Premiums Payable**

The Premium shown on the Schedule of Benefits, or on any subsequent endorsements or amendments to this Policy, is payable to the Administrator, during the life of this Policy. The first premium is due and payable on the applicable Effective Date and thereafter, as shown on the Schedule of Benefits. If any cheque or other instrument given for payment is not honored, the premium will be considered unpaid

### **Change in Premium**

The Company reserves the right to change the premium from time to time for policies, including this one, in any Class Grouping. If the Company finds it necessary to change the premium on a Class Grouping, the Administrator will give at least 31 days prior written notice to Policyholder at the most recent address as shown on the Administrator's records. The written notice will state the new premium amount and the effective date of the change.

**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.

**Termination by Policyholder**

The Policyholder may terminate this Policy by giving advance written notice of termination to the Administrator by registered mail to its Head Office or chief agency in the Province, or by delivery thereof to an authorized agent of the Company in the Province. Upon receipt of such written notice, the coverage provided by this Policy will continue until the next monthly premium due date and then terminate.

**Termination by the Company**

The Policy of any one Insured Person cannot be singled out for cancellation, however, the Company may terminate the policies issued to a Class Grouping. The Company will provide written notice at the most recent address on the record with the Administrator to the policyholder no less than thirty-one (31) days prior to the termination effective date.

**Termination of an Insured Person's Coverage**

An Insured Person's coverage under this Policy terminates on the earliest of the following dates:

1. the date the Administrator receives written notice from the Insured Applicant to terminate their coverage;
2. the date the Company terminates this Policy;
3. the date the Grace Period expires;
4. the Insured Person's 70th birthday.

**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 thirty days from the date of the accident or the beginning of the disability (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 ninety days from the date of the accident 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 or 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 in no event later than one year from the date of the accident or the beginning of the disability and if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

### **Claim Forms**

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

### **Currency**

All monies payable under this Policy by the Company are payable in the lawful money of Canada unless otherwise stated.

### **Legal Action**

No action at law or in equity will be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action will be brought after the expiration of 12 months (three years in Quebec) after the time written proof of loss is required to be furnished.

### **Beneficiary Designation**

It is understood that all indemnities will be payable to the insured Applicant. In the event of the death of the insured Applicant prior to any claim being settled, all indemnities will be paid to their beneficiary, as on file with the Administrator. In the event there is no such designated beneficiary, all indemnities will be paid to the Estate of the Insured Applicant. An electronic beneficiary designation is valid, and the enrolment application is part of this contract of insurance.

### **STATUTORY CONDITIONS**

#### **Applicable to All Benefits outlined in this policy booklet**

It is a legal requirement that these conditions be reproduced in this Policy in the following form. In these statutory conditions loss means a benefit for which a claim is made under this Policy. All references to the "insurer" in these statutory conditions means the "Company"

**The Contract** The application, this policy, any document attached to this policy when issued and any amendment to the contract agreed on in writing after this policy is issued constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

**Waiver** The insurer 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 and signed by an officer of the insurer.



**Copy of Application** The insurer shall upon request furnish to the Insured Person or to a claimant under this contract a copy of the application.

**Material Facts** No statement made by the insured or a person insured at the time of application for the contract may be used in defense of a claim under or to avoid the contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

**Termination of Insurance**

1. The contract may be terminated
  - a. by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
  - b. by the insured at any time on request.
2. If the contract is terminated by the insurer,
  - a. the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
  - b. the refund must accompany the notice.
3. If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium calculated to the date of receipt of the notice according to the table in use by the insurer at the time of termination.
4. The 15-day period referred to in subparagraph (1)(a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

**Notice and Proof of Claim**

1. The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, must:
  - a. give written notice of claim to the insurer:
    - i. by delivery of the notice, or by sending it by registered mail, to the head office or chief agency of the insurer in the province, or
    - ii. by delivery of the notice to an authorized agent of the insurer in the province, not later than 30 days after the date a claim arises under the contract on account of an accident, sickness or disability,
  - b. within 90 days after the date a claim arises under the contract on account of an accident, sickness or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of:
    - i. the happening of the accident or the start of the sickness or disability,
    - ii. the loss caused by the accident, sickness or disability,
    - iii. the right of the claimant to receive payment,
    - iv. the claimant's age, and
    - v. if relevant, the beneficiary's age, and

- c. if so required by insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim is made under the contract and, in the case of sickness or disability, its duration.
2. Failure to give notice of claim or furnish proof of claim within the time required by this condition does not invalidate the claim if:
  - a. the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year after the date of the accident or the date a claim arises under the contract on account of sickness or disability, and it is shown that it was not reasonably possible to give the notice or furnish the proof in the time required by this condition, or
  - b. in the case of the death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration

**Insurer to Furnish Forms for Proof of Claim** the insurer must furnish forms for proof of claim within 15 days after receiving notice of claim, but if the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

**Rights of Examination** As a condition precedent to recovery of insurance monies under the contract:

- 1) the claimant must give the insurer an opportunity to examine the person of the Insured Person when and as often as it reasonably requires while the claim hereunder is pending; and
- 2) in the case of death of the Insured Person, the insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

**When Loss of Time Benefits Payable** The initial benefits for loss of time shall be paid by the insurer within 30 days after receiving proof of claim. Payment shall be made thereafter in accordance with the terms of the contract but not less frequently than once in each succeeding 60 days while the insurer remains liable for the payments, providing the Insured Person when required to do so, furnishes proof of continuing Disability.

**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.

**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 Insured 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.

**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.

**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.

**Limitation of Actions**

An action or proceeding against the Company for the recovery of a claim under this contract shall not be instituted after 1 year from the date on which the cause of action arose.

**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 (2) years from its issue date and all premiums due in that time have been paid

**Misrepresentation**

If it is found that an Insured 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 (2) years of the date of issue or within two (2) years of any change requested by the Insured.

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**

No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with requirements 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 (Alberta, British Columbia, Manitoba), or other applicable provincial legislation.

**CLAIMS****Payment of Claims**

Benefits will be payable directly to the Insured Person. In the event the Insured Person dies prior to the benefit being paid, the payment will be made to the beneficiary on record.

If, at the death of the Insured Person, 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.

**Beneficiary**

An Insured has the right to name a beneficiary when he applies for insurance. All other indemnities of this policy will be payable to the Insured.

An Insured 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.

**Currency**

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

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All Benefits outlined herein are underwritten and provided by Chubb Life Insurance Company of Canada.

**ABOUT CHUBB LIFE INSURANCE COMPANY OF CANADA**

This insurance coverage is underwritten by Chubb Life Insurance Company of Canada (“Chubb Life”).

Chubb Life is part of the Chubb group of insurance companies, with operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients.

Chubb Limited, the parent company of Chubb Life, is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index.



*All terms of coverage are governed by the provisions of the master contracts issued to THE EDGE BENEFITS Inc.*

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## **ABOUT THE EDGE BENEFITS INC.**

Our mission is to safeguard the lifestyle of our customers ~ simply.

The Edge Benefits has been incorporated since 1985, and is a proud member of The Co-operators Group Limited.

Our simplified approach to offering complex living benefit solutions to the Canadian consumer has been revolutionary in the insurance industry. By working with leading Canadian insurers, we build best-in-class lifestyle protection products to meet the ever-growing needs and challenges faced by our customers.

We are a full service company. We issue all policies, collect premiums, and provide support when our customers need us most – in the event of a claim.

### **Claims Procedures**

Before paying any benefits, claim forms must be completed and sent to the Insurer. Please call The EDGE Claims Customer Care 1-800-908-9917, Ext. 401; Direct – 1-877-902-EDGE (3343) or email [claimscustomercafe@edgebenefits.com](mailto:claimscustomercafe@edgebenefits.com), to obtain the appropriate forms and for details on claims procedures.

### **Quality Guarantee**

You have thirty days to decide if the coverage meets your needs. If the coverage does not meet your needs, simply mark "Cancel" on your Schedule of Benefits and return it with the policy booklet to The Edge Benefits Inc. who will cancel your coverage from the effective date and refund any premium paid, provided no claims have been incurred during that period.

## **PRIVACY STATEMENT**

### **How We Collect Your Information**

We collect and keep information about you, which is needed to provide the products and services you request. We collect information from you, either directly or through our representatives. We may also need to collect information about you from sources such as hospitals, doctors and other health care providers, the Medical Information Bureau, the government (including government health insurance plans) and other governmental agencies, other insurance companies, financial institutions, motor vehicle reports, and your current and former employer.

### **How We Use Your Information**

We use your information to provide the products and services you request, which includes using it to evaluate insurance risk and manage claims. We may also share your information with others who work for The Edge Benefits, or with third parties, when it is necessary for the services we provide to you. Third parties may include other insurance companies, the Medical Information Bureau, financial institutions, third party administrators, and any references you provide. We may use your information internally, to prepare statistical reports that help us understand the needs of our customers and that help us understand and manage our business. If you have given us your social insurance

number, we will use it for taxation purposes and to help identify you with Citizenship and Immigration Canada, when necessary.

For further information on the privacy policies and procedures of any of the Insurers that partner with The Edge Benefits Inc or to access your information or to ask us to correct information, you can contact us at:

Tel: (800) 908-9917 or (905) 836-7133 Fax: (866) 273-5557

The Edge Benefits Inc.

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