

# Permanent Total Disabilty



## **Permanent Total Disability**

**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.

## **POLICY INDEX**

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CHUBB Life Insurance Company of Canada (herein called "The Company") having issued Group Accident Master Policy No. SG10396002 marketed as Permanent Total Disability to THE EDGE BENEFITS Inc. (herein called the "Administrator"), agrees to provide insurance coverage and pay benefits as described in this policy to the extent herein provided and subject to all of the exclusions, limitations and provisions of the Policy for the Insured Applicant stated in the Schedule of Benefits from whom the appropriate premium has been received.

#### **DEFINITIONS**

"Accident or Accidental" means an unexpected and sudden event due exclusively to an external force of a violent nature beyond the Insured Person's control, occurring while this Policy is in force.

"Activities of Daily Living" means the following six (6) activities:

- Maintaining continence: controlling urination and bowel movements, including the ability to use ostomy supplies or other devices such as catheters;
- 2. Transferring: moving between a bed and a chair, or a bed and a wheelchair;
- 3. Dressing: putting on and taking off all necessary items of clothing;
- 4. Toileting: getting to and from a toilet, getting on and off a toilet, and performing associated personal hygiene;
- 5. Eating: performing all major tasks of getting food into the body; and
- 6. Bathing: washing in either a tub or shower, including the task of getting in or out of the tub or shower

**"EDGE Policy"** means the EDGE Loss of Income Injury Only Plan providing coverage for Members for loss of income — injury only.

"Group Accident Policy" means the coverage described herein under the heading 'Group Accident Benefit' and which is marketed by the Administrator as "Permanent Total Disability.

"Injury" means Accidental physical harm or damage sustained by the Insured Person while this Policy is in effect. No Permanent and Total Disability shall be considered as due to Injury if it results, directly or indirectly, from disease or sickness. Injury must result within a 120 day period after the date of the Accident.

"Insured Person" means an eligible person who is insured under this Policy.

"Member" means any person who is insured under the EDGE Policy and is eligible for insurance as defined within this Policy.

"Permanently and Totally Disabled" means 24 continuous months of total disability benefits received under the EDGE Policy from the same or related cause and unable to perform two (2) of the six (6) Activities of Daily Living.

**"Physician"** means a Doctor of Medicine (M.D.) duly licensed to practice medicine in Canada and recognized by the College of Physicians and Surgeons in the Province in which the treatment is rendered, who is not the Insured Person, and who is not a member of the Insured Person's immediate family

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

"Policy Effective Date" means the date that coverage under the Policy will commence.

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

"Regular Occupation" means the occupation or occupations the Insured Person is actively involved in for compensation as at the date he becomes Totally Dispoled.

"Sickness" means any illness, disease or physical condition which causes a covered loss and for which symptoms are manifested while the Policy is in force.

## "Totally Disabled" or "Total Disability" means that:

- due directly to Injury the Insured Person is unable to perform the important duties of his Regular Occupation; and
- 2) the Insured Person is not engaged in any gainful employment; and
- 3) the Insured Person is receiving Physician's care.

No period of disability shall be considered as due to injury if it begins more than 120 days after the date of the Accident.

## **INSURED PERSONS**

The insurance under this Policy applies only to eligible persons who are insured under the EDGE Policy. Their coverage will begin on the effective date of this Policy if they were then eligible. All persons who become eligible at any time after the Policy effective date will be covered as soon as they are eligible.

## **ELIGIBILITY FOR COVERAGE**

Any individual who is insured under the EDGE Policy and Permanent Total Disability policy, between 18 and 64 years of age.

#### **DESCRIPTION OF COVERAGE**

If, after twenty-four (24) months of Total Disability, the Insured Person continues to be Totally Disabled and is receiving Total Disability benefits under the EDGE Policy, the Company will pay a benefit amount under this Policy, for the principle sum of \$300,000 if the Insured Person is Permanently and Totally Disabled as defined in this policy.

## **WAIVER OF PREMIUM**

After the Insured Person has been Totally Disabled for 30 continuous days and benefits have become payable and are being paid by the respective insurer under the EDGE Policy, premiums payable under this Policy herein while the Insured Person is Totally Disabled shall be waived, upon proof of Total Disability under the EDGE Policy, until the earliest of:

- a) the date the Insured Person ceases to be Totally Disabled under the EDGE Policy; or
- the later of the end of the Continuous Total Disability period for which Total Disability Benefits are payable under the EDGE Policy or, the Insured Person's 65th birthday.

#### **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 of war, terrorism, riot or insurrection;
- 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. a sickness including any mental or nervous disease or disorder;
- E. the intentional taking of drugs, except where prescribed by a doctor and taken as directed;
- F. any poisonous substance, gas or fume of any kind voluntarily taken, administered, absorbed or inhaled;
- G. the operation or control of any motorized vehicle with blood alcohol concentration in excess of legal limits in the jurisdiction where the Accident occurred; the commission or attempted commission a criminal offence, or while in prison;
- H. medical or surgical treatment or complications from the treatment, except when required as a direct result of an injury;
- participation as a paid professional in sports, or participation in any organized motorized contest of speed, or other hazardous activities such as scuba diving, rock or cliff climbing, boxing, sky diving, parachuting, hang-gliding or bungee jumping; or
- J. air travel, other than as a fare-paying passenger in a certified commercial aircraft. 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 therefrom, 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 Insured Person or any subsidiary or affiliate of such Insured Person, 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.

K. 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.

In no event shall any individual be insured under both The Lifestyle Protection Enhancer and Permanent Total Disability policies Insured by Chubb Life Insurance Company of Canada.

## **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. If the Company finds it necessary to change the premium, the Administrator will give at least 31 days prior written notice to the Insured Person at the most recent email or street address, as shown in the Administrator's records.

#### 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 shall be granted when written notice of cancellation has been received by the Administrator.

## Termination by the Insured

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

An Insured Person's coverage will end on the earlier of, the monthly premium due date next following the date the Administrator receives written notice from the Insured to terminate this policy, the date the grace period expires, the date of the insured persons death, the date the Insured Person ceases to be Totally Disabled under the EDGE Policy or, the latter of the end of the Continuous Total Disability period for which Total Disability Benefits are payable under the EDGE Policy or the Insured Person's 65th birthday.

#### 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.

#### 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.

## Beneficiary Designation

It is understood that all indemnities will be payable to the Insured Person. In the event of the death of the Insured Person 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 Person. An electronic beneficiary designation is valid, and the enrolment application is part of this contract of insurance.

**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
  - 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.

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:
    - 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:
    - 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:
  - 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:

- the claimant must give the insurer an opportunity to example 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.

## 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 Person materially misrepresented his eligibility or medical status in order to obtain insurance under this policy, the Company has the right to void the application within the first two (2) years of the date of issue or within two (2) years of any change requested by the Insured Person.

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

## **Legal Actions**

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

#### Beneficiary

An Insured has the right to name a beneficiary when he applies for insurance. An electronic beneficiary designation is valid, and the enrolment application is part of this contract of insurance.

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

In the event that the Insured person is deceased prior to the indemnity being paid, the benefit amount will be paid to a designated beneficiary. Failing such designation, all benefits will be paid to the estate of the Insured Person.

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.

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

## ABOUT CHUBB LIFE INSURANCE 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.



#### 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 of Companies.

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 evergrowing 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 claimscustomercare@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. 1255 Nicholson Road, Newmarket ON, L3Y 9C3

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