

CHUBB®

Accident
INSURANCE PROGRAM
Issued by
Chubb Insurance Company of Canada

FOR

U-Haul Co. (Canada) Ltd.

Chubb Underwriting Office: Toronto

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

*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

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Insuring Agreement

Section I

*Chubb Life 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:
U-HAUL CO. (CANADA) LTD.
2275 BARTON STREET EAST
HAMILTON, ONTARIO L8E 2W8

Policy Number: 9906-66-90
Effective Date: April 30, 2024
Anniversary Date: April 30

Issued by the insurance company indicated below:
**CHUBB INSURANCE COMPANY OF
CANADA**
Incorporated under the laws of
CANADA

Section II - Policy Period and Company

Policy Period

From: 4/30/2024 To: 4/30/2025
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



Authorized Representative

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:
U-HAUL CO. (CANADA) LTD.

*Issued by the insurance company
indicated below:*
CHUBB INSURANCE COMPANY OF CANADA
Incorporated under the laws of
CANADA

Section I - Insured Persons

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

Class	Description
1	Any person who rents a truck from the Policyholder and who applies for this insurance and is the first name appearing on the rental agreement
2	Any person who rents a trailer, auto transport, tow dolly, tow bar or car-top carrier from the Policyholder and who applies for this insurance and is the first name appearing on the rental agreement
3	Any driver or passenger in a truck rented from the Policyholder for which this insurance was purchased who is not the first name appearing on the rental agreement
4	Any driver or passenger in a trailer, auto transport, tow dolly, tow bar or car-top carrier from the Policyholder for which this insurance was purchased who is not the first name appearing on the rental agreement

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.

Section II - Hazards

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

Class	Hazard(s)
1	Rental Agreement 24 Hour
2	Rental Agreement 24 Hour
3	Rental Truck
4	Rental Trailer, Auto Transport, Tow Dolly, Tow Bar or Car-Top Carrier

If, subject to all the terms and conditions of this policy, an **Insured Person** has insurance for covered loss on the date of an **Accident**, covered under multiple **Hazards** described above, then only one **Benefit Amount** will be paid. This **Benefit Amount** shall be the largest **Benefit Amount** applicable under all such **Hazards**.

Section III – Benefits

A) Principal Sum

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

Class	Hazard	Principal Sum
1	Rental Agreement 24 Hour	\$25,000
2	Rental Agreement 24 Hour	\$10,000
3	Rental Truck	\$15,000
4	Rental Trailer, Auto Transport, Tow Dolly, Tow Bar or Car-Top Carrier	\$5,000

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

All

Accidental:

	Benefits Amounts (Percentage of Principal Sum)
Loss of Life	100%
Loss of Speech and Loss of Hearing	100%
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 One Arm or One Leg	75%
Loss of Hand, Loss of Foot or Loss of Sight of One Eye (Any One of each)	67%
Loss of Speech or Loss of Hearing	50%
Loss of Thumb and Index Finger of the same hand	33%
Loss of Hearing in one ear	17%
Paralysis	
Quadriplegia	100%
Paraplegia	100%
Hemiplegia	100%

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

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**, as described in Section IV - Maximum Payment For Multiple Losses and Multiple Benefits and Multiple Benefits of the Contract.

C) Additional Benefits

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

Accidental Loss of Use

All Classes

	Benefit Amount (Percentage of Principal Sum)
Loss of Use of:	
Both Arms or Both Legs	100%
Both Hands or Both Feet	100%
One Arm or One Leg	75%
One Hand or One Foot	67%
Elimination Period	365 Days

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

Excess Accident Medical Expense

Class 1

Benefit Amount \$1,000

Class 2

Benefit Amount \$500

Class 3

Benefit Amount \$1,000

Class 4

Benefit Amount \$500

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

Section IV – Aggregate Limit of Insurance

\$100,000 per Accident

The Aggregate Limit of Insurance per Aircraft **Accident** is a sublimit. It is part of and not in addition to, the Aggregate Limit of Insurance per **Accident**. It reduces and does not increase the Aggregate Limit of Insurance per Aircraft **Accident**.

If more than one (1) **Insured Person** suffers a **Loss** in the same **Accident**, then **We** will not pay more than the Aggregate Limit of Insurance shown above. If an **Accident** results in **Benefit Amounts** becoming payable, which when totalled, exceed the applicable Aggregate Limit of Insurance shown above, then the Aggregate Limit of Insurance will be divided proportionally among the **Insured Persons**, based on each applicable **Benefit Amount**.

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

Hazards

Rental Agreement 24 Hour Hazard

Rental Agreement 24 Hour Hazard means all circumstances, subject to the terms and conditions of the policy, to which an **Insured Person** may be exposed during the term of the rental contract with the **Policyholder**.

Rental Truck Hazard

Rental Truck Hazard means all circumstances, subject to the terms and conditions of this policy, arising from and occurring while the **Insured Person** is operating or riding as a passenger in or boarding or alighting any truck rented from the **Policyholder**.

Rental Trailer, Auto Transport, Tow Dolly, Tow Bar or Car-Top Carrier Hazard

Rental Auto Transport, Tow Dolly, Tow Bar or Car-Top Carrier Hazard means all circumstances, subject to the terms and conditions of this policy, arising from and occurring while the **Insured Person** is operating or riding as a passenger in or boarding or alighting any vehicle towing a trailer, auto transport, tow dolly or tow bar or carrying a car-top carrier rented from the **Policyholder**.

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 III-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**.

Accidental Loss of Use

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

Excess Accident Medical Expense

We will reimburse up to the **Benefit Amount** for Excess **Accident Medical Expense** shown in Section III-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes an **Insured Person** to first incur **Medical Expenses** for care and treatment within thirty (30) days after an **Accident**. The **Benefit Amount** for Excess **Accident Medical Expense** is payable only for **Medical Expenses** incurred within 52 weeks after the date of the **Accident** causing the **Accidental Bodily Injury**. The **Benefit Amount** for Excess **Accident Medical Expense** is payable in addition to any other applicable **Benefit Amounts** under this policy.

Excess Provision

The **Benefit Amount** for Excess **Accident Medical Expense** is payable on an excess basis. We will determine the **Reasonable and Customary Charge** for the covered **Medical Expense**. We will then reduce that amount by amounts already paid or payable by any **Other Plan**. We will pay the resulting amount, but in no event will We pay more than the **Benefit Amount** for Excess **Accident Medical Expense**, shown in Section III-C of the Schedule of Benefits.

Limitation on Excess Accident Medical Expense

The **Benefit Amount** for Excess **Accident Medical Expense** does not apply to charges and services:

- 1) for which an **Insured Person** has no obligation to pay;
- 2) for any injury where worker's compensation benefits or occupational injury benefits are payable;
- 3) for treatment by a person employed or retained by the **Policyholder**;
- 4) for any injury occurring while fighting, except in self-defence;
- 5) for treatment that is educational, experimental or investigational in nature or that does not constitute accepted medical practice; or

- 6) for treatment involving conditions caused by repetitive motion injuries, or cumulative trauma and not as the result of an **Accidental Bodily Injury**.

This insurance applies only to **Medically Necessary** charges and services.

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.
-

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**.
-

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**.
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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.

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.

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**.

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**.

For the purposes of this provision the definition of **Loss** includes **Accidental Loss of Use**.

Section V - Territory

This insurance applies worldwide.

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.
-

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.

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.

Illegal Acts

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** commission or attempted commission of any illegal act including but not limited to any criminal offence.

Intoxication Exclusion Vehicular

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 intoxicated, while operating a motorised vehicle at the time of an **Accident**. Intoxication is defined by the laws of the jurisdiction where such **Accident** occurs.

Narcotic Exclusion

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 under the influence of any narcotic or other controlled substance at the time of an **Accident**. This exclusion does not apply if any narcotic or other controlled substance is taken and used as prescribed by a **Physician**.

Participation in a race or speed contest

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 engaged in or participating in a motorised vehicular race or speed contest.

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.

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.

Trade Sanctions

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

- 1) the government of Canada has imposed any trade or economic sanctions prohibiting 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**.
-

Transportation for Hire

This insurance does not apply to any **Accident, Accidental Bodily Injury or Loss** caused by or resulting from, directly or indirectly, an **Insured Person** transporting persons or property for hire.

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**.

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.

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.

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;
- 3) One Arm or One Leg;
- 4) Both Arms or Both Legs.

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

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**.

Class

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

Company

Company means Chubb Insurance Company of Canada.

Elimination Period

Elimination Period means the consecutive amount of time, shown in Section III-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**.

Hazard

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

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**.

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.
-

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.
-

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.

Loss

Loss means **Accidental**:

- 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 Thumb and Index Finger**
- Quadriplegia**
- Paraplegia**
- Hemiplegia**
- Loss of Speech**

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

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.

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.

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.

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**.

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.

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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**.

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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**.

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**.

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**.

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.

Medical Expense

Medical Expense means the **Reasonable and Customary Charges** for **Medical Services** for the care and treatment of **Accidental Bodily Injuries** sustained in an **Accident**.

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.
-

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.
-

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.

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.

Owned Aircraft

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

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**.

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**.
-

Policyholder

Policyholder means the entity identified in the Insuring Agreement.

Principal Sum

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

Proof of Loss

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

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**.

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.
-

Subsidiary

Subsidiary means any organisation 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.
-

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.
-

We, Us and Our

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

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.

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.

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.

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
- 4) 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.

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.

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.

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.

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.

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.

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.

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.

Claim Proof of Loss

For claims involving disability, complete **Proof of Loss** must be given to **Us** within thirty (30) days 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.

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.

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.

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.

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.

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.

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**.

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**.

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.

Liberalisation

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.

Newly Acquired or Newly Formed Organisations

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 eligible employees 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 ninety (90) 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**.

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.

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.

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.

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.

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.

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.

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.

Workers' Compensation

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

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 647-798-6161 or Toll Free 1-800-387-7199 between 8:30 a.m. and 4:30 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

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