Chubb Life Insurance Company of Canada



Chubb Life Insurance Company of Canada, herein called the Insurer, will pay benefits to the person(s) entitled to receive them, subject to the provisions of this Group Policy.

Policy Holder: [Name]

Policy No: [Number] (the "Group Policy")

Name of Plan: [Plan Name]

Effective Date: [EffDate] from 12:01 a.m. Eastern Time

Policy Anniversary: [AnnivDate] and each subsequent year thereafter

Scope of Coverage: Chubb Life Insurance Company of Canada hereby agrees to

insure all eligible persons as described in the Certificate of Insurance attached hereto as Schedule I (each hereinafter called "Insured Borrower") subject to all of the terms, conditions, limitations, exclusions, provisions and other terms of this Group Policy, for Life Insurance, Total Disability Insurance, Critical Illness Insurance or

Involuntary Unemployment Insurance.

Ellen J. Moore

President

Chubb Life Insurance Company of Canada

1.1 Definitions:

Definitions are contained in the Certificate of Insurance attached hereto as Schedule I. All terms defined in the Certificate of Insurance, have the same meaning in this Group Policy as they do in the Certificate of Insurance, as amended from time to time.

1.2 Entire Contract and Changes:

This Group Policy, endorsements and the attached documents, including the attached Schedule(s), constitute the entire contract of insurance. All statements made by the Policy Holder shall be deemed representations and not warranties. No change in this Group Policy shall be valid until approved by the Insurer in writing and unless such approval be endorsed thereon or attached hereto. This Group Policy can be changed or amended without the consent of any Insured Borrower.

1.3 Eligibility for Coverage:

The records maintained by the Policy Holder will conclusively determine the eligibility for the insurance coverage provided under this Group Policy with respect to an Insured Borrower. However, clerical error on the part of the Policy Holder in maintaining records in connection with the insurance provided for by this Group Policy shall neither invalidate insurance otherwise in force, nor continue insurance otherwise terminated.

1.4 Certificate of Insurance:

The Insurer will issue Certificates of Insurance in the form attached as Schedule I, as amended and attached hereto from time-to-time. If the provisions of this Group Policy and the information in a Certificate of Insurance are not the same, the provisions of this Group Policy prevail. A Certificate of Insurance which is issued to any person who is not entitled to insurance under this Group Policy has no effect.

1.5 Premium:

- a. <u>General:</u> Premiums for insurance under this Group Policy are shown in the attached Schedule II. Premiums are subject to adjustment or change only upon the mutual consent of the Policy Holder and the Insurer. Any adjustment or change in the premiums shall be applicable only in respect of premiums due and payable at Premium Due Dates coincident with or immediately following the effective date of change.
- b. <u>Premium Payments by the Policy Holder:</u> Premiums are due and payable to the Insurer by the Policy Holder on a monthly basis. A grace period of 30 days ("Grace Period") is allowed for payment in full of premiums due during which time the coverage will remain in force. If any premium due is not paid within the Grace Period, the insurance coverage in respect of which such premium was due will terminate.

1.6 Closure and Termination of this Group Policy:

This Group Policy may be terminated:

- a. by the Insurer or the Policy Holder by giving at least one hundred and twenty (120) days advance written notice to the other party; or
- b. by the Insurer or the Policy Holder if either party is directed by a regulatory authority to cease its activities hereunder, in which event this Group Policy shall terminate on the date specified in such notice; or
- c. by the Insurer immediately upon written notice to the Policy Holder after the expiration of the Grace Period;

in which case, written notice of the termination of all insurance coverage provided by the Certificate of Insurance shall be given immediately upon receipt of such notice to each Insured Borrower by the Policy

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Holder at its sole expense, provided that the form and substance of such notice shall be subject to the prior written approval of the Insurer.

Either the Policy Holder or the Insurer may close this Group Policy to the enrolment of additional Insured Borrowers by providing one hundred and twenty (120) days advance written notice to the other party. After the date of closure, no additional Insured Borrower may be enrolled under this Group Policy. An Insured Borrower who is enrolled under this Group Policy up to or on the effective date of closure will be insured after the effective date of closure in accordance with the terms of this Group Policy Following the effective date of closure, this Group Policy shall terminate automatically when all Certificates of Insurance issued hereunder have expired.

1.7 Renewal:

This Group Policy shall be automatically renewed on each Policy Anniversary unless it has been terminated by written notice to the Policy Holder or the Insurer as outlined in subsection.

1.8 Notice:

Any notice required or permitted to be given pursuant to the Group Policy shall be in writing and shall be deemed to be properly given if sent by prepaid registered mail to the applicable party at the address indicated below, or if sent by facsimile transmission to the facsimile number indicated below:

In the case of the Policy Holder: [Title]

[Name] [Address]

Facsimile: [Fax]

In the case of the Insurer: President

Chubb Life insurance Company of Canada

199 Bay Street - Suite 2500

P.O. Box 139, Commerce Court Postal Station

Toronto, Ontario Canada M5L 1E2

Copy to: General Counsel Facsimile: (416) 594-3000

1.9 Notice of Claim and Proof of Loss:

Claims administration under this Policy is provided by the Administrator, as specified in the Certificate of Insurance. Notice and proof of claim must be delivered in accordance with the provisions of the Certificate of Insurance.

1.10 Legal Action:

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.

1.11 Currency:

All amounts in this Group Policy are in Canadian currency, unless otherwise stated.

1.12 No Assignments:

Benefits under this Group Policy cannot be assigned.

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1.13 Non-Participating:

The Policy Holder, as well as, any Insured Borrower, is not entitled to share in the profits or surplus of the Insurer.

1.14 Law and Severability:

Any provision required by law to be stated in this Group Policy shall be deemed to have been stated herein. If any provision of the Group Policy contravenes any law, it is agreed that the remainder of the provisions of the Group Policy continue in full force. The invalidity or unenforceability of any provision of the Group Policy shall not affect the validity or enforceability of any other provision therein and the Group Policy shall be construed as if such invalid or unenforceable provision were severed or omitted to the extent of such invalidity or unenforceability.

1.15 Governing Law:

The relationship between the Insurer and the Policy Holder shall be subject to the laws of the Province of Ontario and the laws of Canada applicable therein.

The relationship between the Insurer and the Insured Borrower shall be subject to the laws of the Insured Borrower's Canadian province or territory of residence at the time they enrol for the insurance under this Group Policy.

1.16 Compliance with Applicable Law:

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

1.17 Non-Waiver:

One or more waivers of, or failure to insist upon, performance or observation of any provision of this Group Policy by the Insurer or the Policy Holder, shall not be construed as a waiver of a subsequent breach of the same provision. A consent or approval by the Insurer to, or of, any act of the Policy Holder or Insured Borrower, which requires the Insurer's consent or approval, shall not be deemed to waive or render unnecessary the Insurer's consent or approval to, or of, any subsequent similar act by the Policy Holder or the Insured Borrower.

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SCHEDULE I - Certificate of Insurance

To Group Policy [Number] (Effective [EffDate])

As attached on the following page.

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Application to Enroll

Group Policy Number GC788GB Payment Protection Plan

PO Box 1097, Station B, Willowdale, Ontario M2K 3A2 Toll Free : 1 888 561-1101

The "Insurer" : Chubb Life Insurance Company of Canada ("Chubb Life")

Application Number :	Print Date :		
		A0231E(788GB.V1)(201905)	
Applicant Information			
Applicant Name:	Date of Birth (mm/dd/yyyy	: Telephone:	
Address:	Email:		
Dealer (Group Policyholder)		Date Loan Begins	
		(mm/dd/yyyy)	
Payment Protection Plan Summary			
Payment Protection Plan benefits can reduce or pay off your Loan balance in the event of your death, critical Illness, total disability or involuntary job loss.			
Insurance Coverage Month	ly Amount Insured:		
Life Insurance Maxim	ım: up to 10 times t	he Monthly Amount Insured	
Critical Illness Insurance Maxim	ım: up to 6 times t	he Monthly Amount Insured	
Total Disability Insurance (30-Day Waiting Period) Maxim	ım: up to 12 times t	ne Monthly Amount Insured	
Involuntary Unemployment Insurance (30-Day Waiting Period) Maxim	ım: up to 6 times t	he Monthly Amount Insured	
Term of Insurance: months Premium:	oplicable Sales Tax:	Total Premium:	

Declaration and Authorization for Use of Personal Information

I have read and I understand that:

- The Date Insurance Begins is the later of the Date Loan Begins or the date this Application to Enroll is signed.

 I may apply for a Term of Insurance that must be less than or equal to the Term of Loan, but not greater than 60 months.

 The benefits payable under this insurance are subject to the Terms and Conditions, including but not limited to the Risks Not Covered described on the Certificate of Insurance, and that Pre-existing Conditions may not be covered. I may contact the Insurer for further information about my coverage by phone or by writing at the address or toll free number listed on the Certificate of Insurance.
- No benefits are payable if Involuntary Unemployment occurs within the 90-day period immediately following the Date Insurance Begins. Monthly Benefits for Involuntary Unemployment are payable as long as you receive your Employment Insurance Benefits.

 If I am not Actively Working, Total Disability benefits are payable only if I am unable to perform two or more of the Activities of Daily Living without the assistance of
- another person.

 Benefits under the Group Policy are payable solely to the Creditor to reduce or extinguish the Loan.

 I have 30 days from the Date Insurance Begins to cancel coverage for a full refund; thereafter I may cancel coverage at any time. Premium refund, if any, will be paid

- to the Creditor unless the Loan has been extinguished.

 If I am not eligible for coverage or if my Application to Enroll is not accepted, coverage will be deemed to have never been in effect, and the Insurer's only obligation is to return any premium paid by the Borrower to the Creditor.
- The Application to Enroll and any other forms submitted by me in connection with this insurance form part of the Certificate of Insurance issued hereunder. The Dealer offering this insurance product to you receives remuneration for performing administrative duties in respect of the Group Policy. This coverage is optional and my enrollment is voluntary and its purchase is not a condition to obtain the Loan.

Declaration: At the Date Insurance Begins, I am resident in Canada, I am at least 18 years of age and not yet 65 years of age; I am personally responsible for the repayment of the Loan of which the repayment term is not greater than 96 months, and I am able to perform the usual duties of my livelihood. The information given in this Application To Enroll is true and accurate and I understand that any misrepresentation shall render my insurance void.

Authorization: I, the undersigned Applicant, hereby apply for coverage and acknowledge that I have received the Application to Enroll containing the Personal Information Notice, and the Certificate of Insurance; the total number of pages of my documents is indicated on my Application to Enroll. I authorize the Group Policyholder to pay the Premium to the Insurer on my behalf. I authorize any licensed physician, medical practitioner, hospital, pharmacy, clinic or other medically related facility, insurance company, the group policy administrator, the insurance plan sponsor, any investigative and security agency, any agent, broker or market intermediary, any government agency or other organization or person that has any records or knowledge of me or my health to provide to Chubb Life or its reinsurers any such information for the purpose of this contract and any subsequent claim. I authorize Chubb Life to consult its existing files for this purpose. A photocopy of this authorization shall be valid as the original.

Date (mm/dd/yyyy)

Personal Information Notice

Chubb Life Insurance Company of Canada, its authorized administrator(s) and agents, and participating reinsurers (in this notice "Chubb Life"), has requested personal information in respect of this Application to Enroll. Chubb Life will use the information provided and information already in its existing files for insurance purposes such as to assess risk, process this application and to administer any certificate of insurance, if issued. Chubb Life will also use this information and additional information collected from the undersigned applicant(s) or from independent sources for insurance purposes, such as to assess risk and to evaluate and investigate claims. For example, information may be collected from and exchanged with the Creditor in order to administer insurance benefits, although medical information will not be provided to the Creditor. Access to personal information will be restricted to those of Chubb Life's employees who require such access for the above-mentioned purposes, and to persons authorized by law. From time to time, Chubb Life may wish to use the information obtained in respect of this application and in its existing files for the optional purpose of offering upgraded or additional insurance products.

Consent to the use of personal information for this optional purpose may be declined or revoked at any time by writing to Chubb Life's Privacy Officer at Chubb, 199 Bay Street - Suite 2500, P.O. Box 139, Commerce Court Postal Station, Toronto, Ontario M5L 1E2.



Schedule of Coverage

Group Policy Number GC788GB Payment Protection Plan

P O Box 1097, Station B, Willowdale, Ontario M2K 3A2 **Toll Free : 1 888 561-1101**

The "Insurer": Chubb Life Insurance Company of Canada ("Chubb Life")

Total Disability Insurance (30-Day Waiting Period)

Involuntary Unemployment Insurance (30-Day Waiting Period)

Print Date: Certificate Number : **Date Insurance** Term of Insurance Premium: **Applicable** Total Begins (mm/dd/yyyy): (in months): Sales Tax: Premium: A0231E(788GB,V1)(201905) **Insured Borrower** Date of Birth (mm/dd/yyyy): Telephone: Applicant Name: Address Fmail: **Dealer (Group Policyholder)** Creditor **Monthly Amount Maximum Monthly** Plan Insurance Coverage **Benefit Payments** Insured Maximum Life Insurance per month to a maximum of months Critical Illness Insurance 6 per month to a maximum of months

Not all of these insurance benefits necessarily apply to You. Coverage is provided in consideration of Your eligibility. You must read Your Application to Enroll and Your Certificate of Insurance together to determine which insurance You are eligible for and which benefits apply to You.

Certificate of Insurance

months

months

The "Insurer": Chubb Life Insurance Company of Canada ("Chubb Life") (Herein called "We", "Our", "Us" or "Company")

12

6

Part 1 - Insuring Agreement

In consideration of the Application to Enroll and of the payment of Premium when due as provided herein, We have issued this Certificate of Insurance to the person named as the "Insured Borrower" in the Schedule of Coverage (herein called the "Insured Borrower", "You" or "Your") and We agree to pay the benefits described in this Certificate of Insurance, subject to all of its terms, conditions and limitations. This Certificate is not assignable. This Certificate is valid only with the completed, dated and signed Application to Enroll.

per month to a maximum of

per month to a maximum of

In this Certificate of Insurance ("Certificate") and Your Schedule of Coverage, certain words have specific and defined meanings. Please refer to Your Schedule of Coverage and the Definitions section of this Certificate of Insurance for the specific meanings of defined terms. The Premium is shown on the Application to Enroll ("Application") and Schedule of Coverage.

Benefits under the Group Policy are payable solely to the Creditor to reduce or extinguish the Loan.

This Certificate goes into effect on the Date Insurance Begins shown in the Schedule of Coverage, on the condition that the information provided in the Application to Enroll remains true and complete on such effective date, and provided the initial premium is paid when due. All periods of insurance shall begin and end at 12:01 A.M., Standard Time, at Your address as shown on Our records.

IN WITNESSWHEREOF, We have caused this Policy to be signed at Toronto, Ontario.

Ellen J. Moore

President

Chubb Life Insurance Company of Canada

Satisfaction Review Period - If, after reviewing this Certificate, You find the insurance to be unsatisfactory, You may decline coverage (in writing) within 30 days after this Certificate has been issued to You in which event coverage will be deemed to have never been in effect and any initial premium paid by You shall be refunded. (See Premium Refund section.)

Part 2 - Introduction

Payment Protection Plan, underwritten by Chubb Life, pays benefits in the event of a covered claim for death, Involuntary Unemployment, Total Disability or Critical Illness.

Capitalized terms found in this Certificate are specifically defined in the DEFINITIONS section, to which You must refer in reading this Certificate.

This Certificate is provided to document Your coverage and to help You understand how this insurance works and evaluate if it suits Your needs. If additional information about this insurance is required, please contact Us at

1-888-561-1101

weekdays from 8:30 a.m. to 7:00 p.m. Eastern Standard Time.

A0231E(GC788GB.V1)(201905)

Part 3 – Definitions

Accident means a sudden, unforeseen and fortuitous event.

Actively Working means either:

- on the Date Insurance Begins, You are actively working for legal wage or profit at least 25 hours per week for a minimum of 40 weeks per year and are able to perform the regular duties of Your occupation; OR
- 2. on the Date Insurance Begins, You are a Seasonal Employee and so employed for legal wage or profit for 13 consecutive weeks during the 12-month period immediately preceding the Date Insurance Begins and You are able to work or perform the regular duties of Your occupation; OR
- You were Employed Continuously and were able to perform the regular duties of Your occupation during the Qualifying Period.

Activities of Daily Living means dressing, feeding, using a toilet, transferring (getting in and out of bed or a chair), and mobilizing (walking or using a wheelchair).

Borrower means a natural person who purchases or leases property from the Group Policyholder under the terms of an agreement and who is personally responsible for repayment of all or part of the Loan. The term Borrower includes the term lessee.

Continuous Employment or Employed Continuously means employed for a legal salary or wage on a full-time basis (at least 30 hours per week) for a single employer other than You. If You change employers during the Qualifying Period and if the unremunerated period between employments is less than 2 weeks, then for purposes of determining the Qualifying Period, the employers for the periods before and after the unremunerated period shall be considered the same employer.

Covered Condition means each of Cancer, Coronary Artery Bypass Surgery, Heart Attack, Stroke, Coma, and Major Burns as each of these conditions is defined in this Certificate of Insurance:

- <u>Cancer</u> means a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. This excludes Chronic Lymphocytic Leukemia less than RAI Stage 3 and Hodgkin's disease less than Stage 3. Also excluded from coverage are: carcinoma-in-situ, malignant melanoma to a depth less than 0.75mm, Stage A Prostate Cancer and Kaposi's Sarcoma and tumors which result from HIV infection;
- Coma means a state of unconsciousness with no reaction to external stimuli or response to internal needs, for a continuous period of seven days. The use of life support systems must be required throughout the period of unconsciousness;
- Coronary Artery Bypass Surgery means the undergoing of open-heart surgery to correct a narrowing or blockage of one or more coronary arteries with bypass grafts but excluding non-surgical techniques such as balloon angioplasty or laser relief of an obstruction;
- <u>Heart Attack</u> means the death of a portion of heart muscle as a result of inadequate blood supply to the relevant area as evidenced by all three of the following: an episode of typical chest pain, new electrocardiograph changes indicative of myocardial infarction and the elevation of cardiac enzymes;
- Major Burns means third degree burns over at least 20% of the body
- <u>Stroke</u> means a cerebrovascular incident, excluding transient ischemic attack (TIA), producing infarction of brain tissue due to thrombosis, hemorrhage from an intracranial vessel or embolization caused by an remotrhage from an intractariar vesser of embolization caused by an extracranial source. There must be evidence of permanent neurological deficit persisting for 30 consecutive days, supported by evidence that the deficit is resulting from the Stroke, confirmed in writing by a Doctor who is certified as a neurologist. Diagnosis needs to be confirmed with reliable and clinically accepted imaging techniques such as Brain CT Scan, MRI, PET Scan and cerebrospinal fluid analysis.

Creditor means the financial institution or leasing company that is responsible for enforcing the terms and conditions of Your Loan and is named in the Schedule of Coverage.

Date Insurance Begins means the later of the Date Loan Begins or the date the Application is signed.

Doctor means a Doctor of Medicine (M.D.) duly licensed to practice medicine, or any other practitioner recognized by the College of Physicians and Surgeons in the province or country in which the Treatment or Advice is rendered. The Doctor must be someone other than You or a member of Your immediate family. Immediate family includes any of Your spouse, parent or stepparent, child or stepchild, brother or sister, stepbrother or stepsister, brother-in-law or sister-in-law, father-in-law or mother-in-law, and son-in-law or daughter-in-law.

Group Policy means the applicable policy issued by the Company to the Group Policyholder bearing the Group Policy Number shown on Your Schedule of Coverage.

Injury means bodily injury resulting directly or indirectly from an Accident, which is caused by external, violent and visible means and which, independently of all else, causes Total Disability or death within 180 days of Injury. Injury does not include pregnancy or any bodily injury resulting

Insured Borrower, You or Your means the Insured Borrower identified in the Schedule of Coverage, who is eligible to apply for insurance in accordance with the provisions of the Group Policy at the time he/she applied for insurance under the Group Policy, who has paid the applicable Premium and whose insurance under the Group Policy is in force.

Insurer, We, Us or Our means Chubb Life Insurance Company of Canada ("Chubb Life")

Involuntary Unemployment means Your involuntary job loss or layoff which is not attributable to Your action, in-action, option or desire and which had not been announced by Your employer prior to the Date Insurance Begins.

Loan means the indebtedness in respect of the loan or lease between You and the Creditor which is the subject of this Certificate and which commenced on the Date Loan Begins.

Pre-existing Condition means any physical or medical condition, symptom, illness, or disease, whether diagnosed or undiagnosed, suffered by You for which You received Treatment or Advice within the 6-month period immediately preceding the Date Insurance Begins. However, any such condition for which You have been free of Treatment or Advice for a period of 6 consecutive months following the Date Insurance Begins will not be considered a Pre-existing Condition.

Pre-existing Covered Condition means any Covered Condition, whether diagnosed or undiagnosed, suffered by You for which You received Treatment or Advice prior to the Date Insurance Begins.

Qualifying Period means 6 consecutive months of Continuous Employment prior to the date Total Disability or Involuntary Unemployment commences.

Recurrent Total Disability means Total Disability which recurs within 21 days after Your recovery from a previous period of Total Disability for which You received Monthly Benefits and is due to the same or related causes as the previous period of Total Disability and continues for at least 7 consecutive davs.

Schedule of Coverage means the Schedule of Coverage which is attached to and forms part of this Certificate of Insurance.

Seasonal Employee means a Borrower whose normal employment is subject to seasonal conditions wherein a lay-off or work suspension is a regular and anticipated part of the work schedule.

Sickness means illness or disease which first manifests itself while You are insured under the Group Policy with respect to the Loan. Sickness includes mental, nervous, psychological, emotional or behavioural disorders, diseases, or conditions. Sickness does not include pregnancy, abortion, miscarriage or childbirth or parental leave as a result thereof

Term of Insurance means the Term of Insurance (in months) as indicated on Your Schedule of Coverage.

- Total Disability or Totally Disabled means either (1) or (2):

 1. If You are Actively Working, that due to Injury or Sickness, You are not employed directly or indirectly in any gainful occupation, You are under the regular care and attendance of a Doctor, and during the Waiting Period and the following 12 months You are wholly and continuously unable to perform the essential duties of Your regular occupation;
- If You are not Actively Working, that during the Waiting Period and thereafter, due to Injury or Sickness, You are wholly and continuously unable to perform two or more of the Activities of Daily Living without the assistance of another person, and You have been certified as so by a Doctor satisfactory to the Insurer, and You are not employed directly or indirectly in any gainful occupation.

Treatment or Advice means consultation, and/or care and/or service provided by a licensed medical practitioner. This includes, but is not limited to, diagnostic measures and prescribed drugs.

Waiting Period as indicated in the Schedule of Coverage means the number of consecutive days following the date Your Total Disability or Involuntary Unemployment commenced and before Monthly Benefits become payable. In the case of Recurrent Total Disability, the Waiting Period is waived.

We will pay, to the Creditor, the amount as set out in Your Schedule of Coverage in accordance with the following provisions of the Group Policy.

Benefits, Specific Conditions and Limitations

Life Insurance Benefit

- Eligibility If You are:
 at least 18 but not yet 65; and
 covered under the Payment Protection Plan at the time of Your death; You may qualify for the Life benefit.

Specific Conditions and Limitations

In no event will any benefits cover Loan payments in arrears or any accrued interest thereon.

The benefit will be

Your Life insurance benefit will be

- Payment of up to 10 times the Monthly Amount Insured upon Your death; or
- The sum at the date of death, when multiplying the remaining Term of Insurance in months times the Monthly Amount Insured; or
- Plan Maximum as stated on the Schedule of Coverage.

Critical Illness Benefit

- Eligibility If You are:
 at least 18 but not yet 65; and
- diagnosed by a Doctor for the first time in Your lifetime with a Covered Condition; and
 covered under the Payment Protection Plan at the date of such diagnosis of a Covered Condition; You may qualify for the Critical Illness benefit.

Specific Conditions and Limitations

- The diagnosis must first occur before Your 65th birthday; and
 The benefit will only be paid if You survive for 30 days following the first diagnosis of a Covered Condition; and
 The benefit will only be paid in respect of Cancer if its diagnosis first occurs more than 180 days after the Date Insurance Begins; and
 In no event will any benefits cover Loan payments in arrears or any accrued interest thereon.

Your Critical Illness benefit will be the lesser of : Payment of up to 6 times the

- Monthly Amount Insured; or The sum at the date the Critical Illness is diagnosed, when multiplying the remaining Term of Insurance in months times the Monthly Amount Insured; or Plan Maximum as stated on the Schedule of Coverage.

Total Disability Benefit

- Eligibility If You:
 are at least 18 but not yet 65; and
- are covered under the Payment Protection Plan at the time Your Total Disability commences; and
- suffered Total Disability and Your Total Disability continued throughout the Waiting Period;
 You may qualify for the Total Disability benefit.

Specific Conditions and Limitations

- Your Total Disability benefits commence on the date following the end of the Waiting Period.
 Your Total Disability benefits terminate on the earliest of:
- 1. the date Your Total Disability ceases;

- the date Your Total Disability ceases;
 in the case of mental, nervous, psychological, emotional or behavioural disorders, disease, or conditions, the date 6 Monthly Benefit payments have been made;
 in the case of disease or disorder of the neck or back, including but not limited to lumbar, thoracic or cervical spine, the date 6 Monthly Benefit payments have been made;
 the date We ask for proof that You are still Totally Disabled and such proof is not provided within 31 days;
 the date We ask You to be examined by a Doctor or other practitioner named by Us and You do not submit to such an examination within 31 days;
 the date the Maximum Monthly Benefit Payments have been made excluding any payments in arrears and any accrued interest thereon, and excluding any balloon payment or payment of residual value;
 the date that You have received 6 Monthly Benefit payments if Your Total Disability resulted directly or indirectly, in whole or in part, from a Covered Condition for which a Critical Illness benefit has been paid, or becomes payable. or
 the Date Insurance Terminates.
 ack of work in the field in which You have training, education or experience does not automatically classify You as

Lack of work in the field in which You have training, education or experience does not automatically classify You as Totally Disabled or entitle You to Monthly Benefits. This is a contract of indemnity; You have a duty to mitigate.

Your Monthly Benefit for Total Disability will be the lesser of

- Payment of up to 12 times the
- Monthly Amount Insured; or The remaining Term of Insurance in months from the date of Total Disability times the Monthly Amount Insured; or
- Plan Maximum as stated on the Schedule of Coverage.

Involuntary Unemployment Benefit

Eligibility - If You:

- are at least 18 but not yet 65; and
 are covered under the Payment Protection Plan at the time Your Involuntary Unemployment commences; and
- suffered Involuntary Unemployment after completing the Qualifying Period and Your Involuntary Unemployment continued throughout the Waiting Period, and
 are receiving benefits under the Employment Insurance Act.
 You may qualify for the Involuntary Unemployment benefit.

Specific Conditions and Limitations

- Your Involuntary Unemployment must occur more than 90 days immediately following the Date Insurance

- Segins.

 Your Involuntary Unemployment benefits commence on the date following the end of the Waiting Period.

 Your Involuntary Unemployment benefits terminate on the earliest of:

 1. the date on which all scheduled Loan payments have been made excluding any payments in arrears and any accrued interest thereon, and excluding any balloon payment or payment of residual value;

 2. the date the Maximum Monthly Benefit Payments have been made;

 3. the date You return to partial or full-time employment;

 4. the date You are no longer available for work in Canada;

- the Date Insurance Terminates; or

the Date insurance remaines, or
 the date You cease receiving benefits under the *Employment Insurance Act*.
 This is a contract of indemnity; You have a duty to mitigate by using Your best efforts to find new employment.

Your Monthly Benefit for Involuntary Unemployment benefit will be the lesser of

- Payment of up to 6 times the Monthly Amount Insured; or The remaining Term of Insurance in months from the date of You suffered Involuntary Unemployment times the Monthly Amount Insured; or
- Plan Maximum as stated on the Schedule of Coverage.

Part 5 – Specific Features of this Insurance

Coverage Eligibility

At Date Insurance Begins.

- You must be resident in Canada; and
- You must be over 18 years of age and under 65 years of age to apply; and You must be a Borrower, personally responsible for the repayment of the Loan of which the repayment term is not greater than 96 months; and You must be able to perform the usual duties of Your livelihood.

Benefits under the Group Policy are payable solely to the Creditor to reduce or extinguish the Loan.

Benefit Limitations

In no event will the total of benefit payments exceed the Plan Maximum.

Part 6 - Premium

The Premium payable for the Term of Insurance is shown in the Schedule of Coverage. Tax on Premium for Quebec residents is 9%. 8% RST will be applied to the Premium for Ontario and Manitoba residents.

Coordination of Benefits

If a Monthly Benefit becomes payable for more than one loss under the Group Policy, the total amount payable will not exceed the Monthly Benefit.

Any benefit payable under any one of the insured events shall not be payable under another insured event for the same cause. If You are eligible concurrently for a benefit payable for Total Disability, Involuntary Unemployment or Critical Illness covered by this Certificate, the benefit paid shall be limited to the highest amount. You shall therefore be entitled to only one benefit at a time.

Contact Information

For further information about this insurance coverage. Customer Service Representatives are available each business day from 8:30 a.m. to 7:00 p.m. EST to assist You.

Toll Free: 1-888-561-1101

You have authorized the Dealer to pay the Premium to Us on Your behalf.

If Your Application to Enroll is not accepted, Our liability is limited to a refund of premium.

Part 7 – Exclusions and Limitations

General Exclusions - Life, Involuntary Unemployment, Total Disability, and Critical Illness Insurance Benefits

No benefits are payable if death, Involuntary Unemployment, Total Disability or Critical Illness results directly or indirectly, in whole or in part, from one or more of the following:

- Suicide or attempted suicide or self-inflicted injury, while sane or insane. This exclusion shall not apply to any death which occurs more than 2 years after the Date Insurance Begins;
- Committing or attempting to commit or provoking an assault or criminal offence, including but not limited to an indictable offence;
- Your operation of any motor vehicle or vessel having consumed alcohol in such a quantity that the concentration thereof in Your blood exceeds 80 milligrams of alcohol in 100 millilitres of blood or the legal limit stipulated in the Province or State where You are operating a motor vehicle or vessel;
- War, whether declared or not, or any act of war or insurrection;
- Travel in or descent from any aircraft in which You are traveling (except as a passenger on a commercial flight);
- The intentional taking of drugs except where prescribed by a Doctor and taken as directed;
- Any poisonous substance, gas, or fumes of any kind voluntarily taken, administered, absorbed or inhaled; or
- Nuclear, chemical or biological contamination arising out of a terrorist act.

Life Insurance Benefit

No benefits are payable if death results directly or indirectly, in whole or in part. from:

- · any of the exclusions listed under the General Exclusions section; or
- · a Pre-existing Condition.

Critical Illness Insurance Benefit

No benefits are payable if Critical Illness results directly or indirectly, in whole or in part, from one or more of the following:

- Any of the exclusions listed under the General Exclusions section;
- From a Covered Condition:
- unless You survive for 30 days following the first diagnosis of a Covered Condition; or
- relating to Cancer first diagnosed in the 180-day period immediately following the Date Insurance Begins;
- From a Pre-existing Covered Condition:
- occurring during the 24 consecutive months immediately following the Date Insurance Begins; or
- for Cancer; this means that if You had any form of Cancer prior to the Date Insurance Begins, a subsequent recurrence of Cancer will not qualify for a Critical Illness benefit, even if the location or type of Cancer differs from the first occurrence; or
- from Heart Attack occurring after the Date Insurance Begins, if You had Coronary Artery Disease requiring surgery on or prior to the Date Insurance Begins; or
- from Coronary Artery Disease occurring after the Date Insurance Begins, if You had a Heart Attack prior to the Date Insurance Begins.

We do not pay more than one such benefit per Insured Borrower regardless of the number of Covered Critical Illnesses that You may suffer.

30 Day Survival - The Insured Borrower must survive for a period of 30 days after diagnosis of a Covered Condition.

180 Day Cancer Exclusion – We do not pay the Critical Illness benefit for Cancer if the diagnosis or any manifestation of Cancer occurs within 180 days after the Date Insurance Begins.

Total Disability Insurance Benefit

No benefits are payable if Total Disability results directly or indirectly, in whole or in part, from one or more of the following:

- Any of the exclusions listed under the General Exclusions section;
- A Pre-existing Condition unless Your Total Disability commences after Your coverage has been in force for 24 months from the Date Insurance Begins;
- Pregnancy, abortion, miscarriage or childbirth or due to parental leave as a result thereof:
- Cosmetic or elective surgery; or
- Drug or alcohol use unless maintaining satisfactory participation in a rehabilitation program approved and monitored by a Doctor.

Involuntary Unemployment Insurance Benefit

No benefits are payable if Involuntary Unemployment results directly or indirectly, in whole or in part, from one or more of the following:

- Any of the exclusions listed under the General Exclusions section;
- Pregnancy, abortion, miscarriage or childbirth or due to parental leave as a result thereof;
- Cosmetic or elective surgery;
- Drug or alcohol use;
- Sickness, bodily or mental infirmity or disease of any kind;
- Unemployment that occurs within the 90 day period immediately following the Date Insurance Begins;
- Voluntary unemployment;
- Early or normal retirement;
- Dismissal with cause including, but not limited to, misconduct, personality conflict, inability to perform or refusal to perform;
- Your employer ceasing operations at Your place of employment, or from lay-offs, or lock out at Your place of employment, but only if prior to the Date Insurance Begins, Your employer had announced its intention to layoff personnel or cease operations at that location;
- Strike or labour dispute at Your place of employment; or
- The loss of Your job, if, immediately prior to the onset of Your Involuntary Unemployment
 - a. You are a Seasonal Employee, or
 - b. You are self-employed, or
 - c. You are employed by a corporation with which You are not dealing at arm's length.

90 Day Exclusion – We do not pay the Involuntary Unemployment benefit if the Involuntary Unemployment occurs within 90 days after the Date Insurance Begins.

Part 8 - Termination

Date Insurance Terminates

Your insurance will terminate on the earliest of the following dates:

- The date the Loan is rewritten, refinanced, called due by the Creditor or is otherwise discharged;
- The date the security for the Loan is repossessed, sold or becomes the subject of a court judgement;
- The date Your coverage has been in force for the Term of Insurance as indicated on the Schedule of Coverage;
- The date We receive a written request by You, that Your insurance be
- The date immediately preceding the date on which a balloon payment or payment of residual value becomes due;
- The date You attain age 65;
- The date of Your death
- With respect to Involuntary Unemployment coverage only, when Maximum Monthly Benefit Payments have been paid or become payable under the Group Policy as indicated in the Specific Conditions and Limitations for each coverage;
- With respect to Total Disability coverage only, when Maximum Monthly Benefit Payments have been paid or become payable under the Group Policy as indicated in the Specific Conditions and Limitations for each
- With respect to Critical Illness coverage only, when a sum of Maximum Monthly Benefit Payments have been paid or become payable under the Group Policy as indicated in the Specific Conditions and Limitations for each coverage;
- With respect to Involuntary Unemployment and Total Disability coverages only, on the date You retire; or
- With respect to Involuntary Unemployment coverage only, on the date You are no longer available for work in Canada.

If, at any time, the Insurer determines that You were not eligible for the insurance at the Date Insurance Begins, Your insurance shall be rendered void, and the Insurer's only obligation is to return any premium paid by You to the Creditor.

Termination by You

Your insurance coverage is voluntary. You may cancel coverage at any time by writing to Us directly, at the address indicated below, making sure to include the Certificate Number shown on the Schedule of Coverage, Your name and address, or by calling Us at 1-888-561-1101 weekdays from 8:30 a.m. – 7:00 p.m. EST. A form to request that Your insurance be cancelled can be obtained by calling the toll free number shown above.

Chubb Life Insurance Company of Canada Creditor Administration P. O. Box 1097 Station B, Willowdale, Ontario M2K 3A2

Premium Refund

If We have paid any benefits, then no premium refund is payable.

If for any other reason Your insurance terminates before the end of the term that You selected, a premium refund may be payable. The amount of such a refund is determined as follows:

We will refund the entire Premium if :

- · Your Application is declined, or
- You are determined to have been ineligible for coverage on the Date Insurance Begins; or
- if Your insurance terminates within 30 days after the Date Insurance Beains.

If Your insurance terminates for any reason other than those outlined in 1. of this provision, We will calculate a premium credit using the following formula:

0.80 x [(R x (R+1)) / (T x (T+1))] x P, where

R = the number of full months from the date Your insurance terminated to the end of the Term of Insurance;

T = the Term of Insurance in full months; and

P = the Premium paid by You.

Date Insurance Terminates is used to calculate the premium credit provided that We receive Your written request for a refund, including a copy of the Certificate and a letter from the Creditor authorizing the cancellation within 90 days of termination, otherwise the date of receipt will be used to determine the refund.

A cancellation fee of \$75.00 will be deducted from the premium credit. The balance, if in excess of \$5.00, will be refunded. The cancellation fee will be charged only once per Certificate. Pro-rata refunds are not available under

If We receive proof from the Creditor that Your Loan has been extinguished, the premium refund will be paid directly to You, otherwise the premium refund will be paid to the Creditor to reduce or extinguish Your Loan.

A form to request that Your insurance be cancelled can be obtained by calling the toll free number shown on this Certificate.

Part 9 - Proof of Loss or Claim

How to Make a Claim

A claim form must be obtained from Us by calling the toll-free number shown on this Certificate. Proof of claim (completed claim forms and supporting documents) must be received, by Us, within 90 days after the date of death, commencement of Involuntary Unemployment or Total Disability, or diagnosis of a Critical Illness. However, We may extend this deadline to a maximum of one year if You can show reasonable cause for delay.

If Your coverage under the Group Policy terminates, We do not pay any benefits unless Your death, Involuntary Unemployment, Total Disability, or diagnosis of Critical Illness occurred while You were covered by this Group Policy and proof of the event is received by Us within 90 days after Your

You are responsible for any costs associated with having forms completed. All claim documentation should be mailed directly to:

Chubb Life Insurance Company of Canada Creditor Administration P. O. Box 1097 Station B, Willowdale, Ontario M2K 3A2

For Life Claims

You must give Us a copy of the death certificate indicating cause of death. We have the right, when not prohibited by law, to ask for an autopsy or alternatively to insist on a return of the body to the province or territory of Your residence immediately prior to death.

For Critical Illness Claims

You must also give Us written permission to ask Your health care practitioners about You and Your health and medical history.

For Total Disability Claims

You must give Us written permission to ask Your past employers and health care practitioners about You and Your health, occupation and medical history. You may also be required to provide proof of earnings, satisfactory to Us including, but not limited to, a certified Notice of Assessment from the Canada Revenue Agency.

For Involuntary Unemployment Claims

You must give Us proof that:

- You qualify for Employment Insurance benefits; and You registered with Service Canada for assistance in finding work within 15 days after the date Involuntary Unemployment began.

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Part 10 - Other Information

GENERAL PROVISIONS

This policy contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.

This Certificate replaces any and all Certificates previously issued to You with respect to the Group Policy. This Certificate and the Group Policy are non-participating. This Certificate is valid only with the completed, dated and signed Application to Enroll.

The following terminology in this Certificate refers to information contained in the Application or the Schedule of Coverage, where applicable: "Creditor", "Date Insurance Begins", "Date Loan Begins", "Dealer", "Group Policyholder", "Maximum Monthly Benefit Payments", "Monthly Amount Insured", "Plan Maximum", "Premium", and "Term of Insurance".

You and any claimant under this Certificate have the right, as determined by law applicable in Your province of residence, to obtain a copy of Your application, any written evidence of insurability (as applicable) and the Group Policy, on request, subject to certain access limitations.

Any provision of the Group Policy which, on its effective date, is in conflict with the statutes of the jurisdiction in which the Group Policy was delivered or issued for delivery is amended to conform with the minimum requirements of such statutes

Notice to or knowledge of, any agent or person will not affect a waiver or change in this Certificate, or stop the Insurer from enforcing any rights the Insurer may have under this Certificate. This Certificate's terms may not be changed or waived except by an endorsement issued by the Insurer agreed to in writing by the Group Policyholder, and written notice of which will be provided in advance to You.

Currency

All references to dollars in this Certificate mean Canadian dollars.

Misstatement of Age

If Your age has been stated incorrectly and We could not have issued this Certificate because the correct age does not meet Our minimum rules, We can declare the coverage invalid within the period permitted by law.

Assignment

This Certificate is not assignable.

Limitation of Actions and Claims

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* or the *Limitations Act*, 2002 or other applicable legislation in Your province of residence.

The Contract

The application, the Group Policy and any amendment to the Group Policy constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

Waive

We shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by Us.

Rights of Examination

As a condition precedent to recovery of insurance money under this contract, the claimant shall afford to Us an opportunity to examine the person insured when and so often as We reasonably require while the claim hereunder is pending.

Complaint Procedures

If You have a complaint or inquiry about any aspect of this insurance, please call 1-888-561-1101. We will do Our best to resolve Your complaint or inquiry. If for some reason We are unable to do so to Your satisfaction, You may communicate the complaint or inquiry in writing to: OmbudService for Life & Health Insurance at 401 Bay Street, Suite 1507, P.O. Box 7, Toronto, Ontario M5H 2Y4.

If Your complaint or inquiry concerns any consumer provision found in federal law please contact the Financial Consumer Agency of Canada at 1-866-461-3222 or in writing at 6th floor, 427 Laurier Avenue West, Ottawa, Ontario K1R 1B9.

Personal Information Notice

Chubb Life Insurance Company of Canada, its authorized administrator(s) and agents, and participating reinsurers (in this notice "Chubb Life"), has requested personal information in respect of this Application to Enroll. Chubb Life will use the information provided and information already in its existing files for insurance purposes such as to assess risk, process this application and to administer any certificate of insurance, if issued. Chubb Life will also use this information and additional information collected from the undersigned applicant(s) or from independent sources for insurance purposes, such as to assess risk and to evaluate and investigate claims. For example, information may be collected from and exchanged with the Creditor in order to administer insurance benefits, although medical information will not be provided to the Creditor. Access to personal information will be restricted to those of Chubb Life's employees who require such access for the above-mentioned purposes, and to persons authorized by law. From time to time, Chubb Life may wish to use the information obtained in respect of this application and in its existing files for the optional purpose of offering upgraded or additional insurance products.

Consent to the use of personal information for this optional purpose may be declined or revoked at any time by writing to Chubb Life's Privacy Officer at Chubb, 199 Bay Street - Suite 2500, P.O. Box 139, Commerce Court Postal Station, Toronto, Ontario M5L 1E2.

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