

### Owner Operator Payment Protection Plan

Group Policy Number GC939A

The "Insurer":

Chubb Life Insurance Company of Canada ("Chubb Life")

Certificate Number:

Reference Number:

Toll Free: 1 888 561-1101

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#### BORROWER INFORMATION

Print Date:

Borrower Name:

Date of Birth:

A0205E(939A.V10)(2020-05)

#### LOAN INFORMATION

Creditor: LBEL Inc.

Term of Loan: months

Monthly Payment:

Total Amount to be Financed:

#### SELECTION OF COVERAGE

Initial here to select

Term of Insurance

Coverage Percentage

Amount Insured

Premium (Includes applicable sales tax)

**Life Insurance** (Injury and Sickness)

X

months

Principal Amount Insured:

**Life Plus:** Life Insurance (Injury and Sickness)

months

Principal Amount Insured:

Total Disability (Injury only)

X

months

Monthly Payment Insured:

Waiting Period: 30 Day Retroactive

**Life Insurance** (Injury and Sickness) *and*

months

Principal Amount Insured:

**Total Disability Insurance** (Injury and Sickness)

X

months

Monthly Payment Insured:

Waiting Period: 30 Day Elimination

#### APPLICATION - TO BE READ AND SIGNED BY THE BORROWER

I understand that:

- I am applying for Insurance under the Group Policy for a term not longer than that of my Loan and a Principal Amount Insured not greater than the Loan amount, and I am personally responsible for the repayment of the Loan.
- If there are more than two natural persons responsible for the repayment of the Loan, or I am over 64 years of age, I may only select *Life Insurance*.
- At the Date Insurance Begins: I am resident in Canada, and I am able to perform the usual duties of my livelihood; and
- If I am applying for *LifePlus* or *Life and Total Disability Insurance*, I am 18 but not yet 65 years of age, I am gainfully employed and actively working at least 25 hours a week for a minimum of 12 weeks immediately prior to the Date Insurance Begins; and at the Date Insurance Begins, I am able to perform my principal occupation, which is the operation of the equipment to which the Loan applies. In the case of two Borrowers, both must have selected and must be eligible for *LifePlus* or *Life and Total Disability Insurance*, and both Applications to Enroll must be accepted by the Insurer in order for coverage to be effective.
- If my Loan amount is greater than \$200,000, I must complete and attach the Questionnaire to this Application to Enroll for the underwriter to assess my insurability for insurance under this Group Policy.**
- The minimum Coverage Percentage that can be applied for is 50%, unless limited due to plan or age maximums.
- If the Loan amount is greater than the Principal Amount Insured, and/or the Term of Insurance is shorter than the term of Loan; the total amount of Life Benefits payable may not pay the full outstanding balance of this Loan.
- The Date Insurance Begins is the later of the date my Loan funds are advanced or the date this Application to Enroll is signed.
- The Maximum number of Monthly Benefit payments for *LifePlus* is 6.
- Benefits under the Group Policy are payable solely to the Creditor to reduce or extinguish the Loan.**
- 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.
- This coverage is optional and my enrollment is voluntary and its purchase is not a condition to obtain the Loan.
- The Creditor is not an agent of the Insurer and that no employee of the Creditor or the Insurer can waive or change any terms in the Application to Enroll or Certificate of Insurance.
- 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 refunds, if any, will be paid to the Creditor.
- The Certificate of Insurance is valid only with the completed, dated and signed Application to Enroll.
- The Creditor offering this insurance product to you receives remuneration for performing administrative duties in respect of the Group Policy.

#### Life Insurance Plan

**Maximum:**  
Age 18 - 59: \$500,000;  
Age 60 - 69: \$150,000

#### Total Disability Insurance

**Plan Maximum:**  
Age 18 - 59: \$5,000 per month;  
Age 60 - 64: \$1,800 per month

#### Maximum Insurance Term:

84 months  
(Life Insurance terminates at age 70. Total Disability insurance terminates on earliest of retirement or attained age 66.)

I declare that:

- I authorize, and so instruct, the Group Policyholder to pay the Total Premium to the Insurer on my behalf.
- I agree that the information given above is true and accurate and I understand that any misrepresentation or omission shall render my insurance void. In that event, or if I am not eligible for coverage, the Insurer's only obligation is to return the premium to the Creditor for credit to my Loan account.
- I have received, read, understand, and agree to be bound by all of the conditions, restrictions and exclusions contained in this Application to Enroll and Certificate of Insurance.
- I requested this Application and related documents be in English. J'ai demandé que le présent proposition, ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

I, the undersigned Borrower, hereby 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 medical 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 Application, the Certificate of Insurance issued 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.

Signature - Borrower

Date

Signature - Account Executive

Date

**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.

Owner Operator Payment Protection Plan

Group Policy Number GC939A

The "Insurer":

Chubb Life Insurance Company of Canada ("Chubb Life")

Certificate Number:

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### BORROWER INFORMATION

Print Date:

Borrower Name:

Date of Birth:

A0205E(939A.V10)(2020-05)

**QUESTIONNAIRE** To be completed if your Loan amount is greater than \$200,000.

#### Instructions for completing the Questionnaire:

- If applying for Life Insurance or *LifePlus*, answer questions Q1, Q2 and Q3 only.
- If applying for Life and Total Disability Insurance, complete **ALL** questions below.

The answers to the Questionnaire below are used by the underwriter to assess my insurability under this Group Policy.

**I understand and agree that in the event the Questionnaire is not fully completed or I have answered "yes" to any of the questions below, my Application to Enroll is declined and the Insurer's only obligation in such case will be to return any premium paid by the Borrower to the Creditor.**

	<b>Borrower</b>	
	<b>Yes</b>	<b>No</b>
Q1. In the past five (5) years, have you attended a medical facility for, consulted a physician for, received medical advice or treatment for, or been diagnosed with: cancer or tumor, chest pain, angina, heart attack, heart disorder, blood disorder, high blood pressure, stroke, diabetes, respiratory or lung disorder, circulatory disorder, kidney disorder, urinary disorder, liver disorder, hepatitis, cerebral or neurological disorder, anxiety, depression or any other psychiatric disorder, stomach disorder, ulcerative colitis, Crohn's disease, fibromyalgia, chronic fatigue syndrome, chronic pain, alcohol use, drug abuse, Acquired Immune Deficiency Syndrome (AIDS) or Aids Related Complex (ARC)?	Q1	<input type="checkbox"/> <input type="checkbox"/>
Q2. In the past two (2) years have you been charged with impaired driving, or had three (3) or more moving violations?	Q2	<input type="checkbox"/> <input type="checkbox"/>
Q3. Have you ever had an application for Life, Disability, or Critical Illness insurance declined, rated or modified in any way?	Q3	<input type="checkbox"/> <input type="checkbox"/>
Q4. In the past five (5) years, have you attended a medical facility for, consulted a physician for, received medical advice or treatment for, or been diagnosed with disorders of the back or neck or joints?	Q4	<input type="checkbox"/> <input type="checkbox"/>

\_\_\_\_\_  
Signature - Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature - Account Executive

\_\_\_\_\_  
Date

#### WAIVER - Complete ONLY if you do not want to enroll in the Payment Protection Plan

I confirm that having been given the opportunity to become insured, I have decided not to apply for any insurance coverage.

\_\_\_\_\_  
Signature - Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature - Account Executive

\_\_\_\_\_  
Date

**The Insurer:**

Chubb Life Insurance Company of Canada ("Chubb Life")

**Certificate of Insurance****Borrower:****Certificate Number:**

A0205E(939A.V10)(2020-05)

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

This Certificate of Insurance ("Certificate") is a summary of the terms and conditions of Your insurance under Group Policy GC939A. This Certificate replaces any and all Certificates previously issued to You with respect to the Group Policy. This Certificate is valid only with the completed, dated and signed Application to Enroll.

For further information about this insurance coverage, You may contact the Insurer by calling the toll free number or by writing to the address shown above.

The Application to Enroll ("Application"), and any other forms submitted by You in connection with this insurance form part of the Certificate issued hereunder. The Insurance Premium is shown on the Application.

The following terminology in this Certificate refers to information contained in the Application to Enroll, where applicable: "Monthly Payment", "Plan Maximum", "Insurance Premium", "Principal Amount Insured", and "Term of Insurance".

In consideration of Our receipt of the applicable Total Premium, We insure You for only the insurance selected on the Application. You must refer to the Application in order to determine which of the Benefits described in this Certificate apply to You. If there is no premium indicated or the premium is zero, then You are not insured for that type of insurance. Your coverage will begin on the Date Insurance Begins. The Certificate is not assignable.

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

**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.**

You and any claimant under this Certificate of Insurance 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.

**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.)

**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.

**LIFE INSURANCE BENEFIT**

Subject to the applicable terms of this Certificate and the Group Policy the Insurer will pay a Death Benefit to the Creditor upon receipt of proof, satisfactory to the Insurer, that death occurred while the insurance was in force and did not result from one or more of the Risks Not Covered.

**The amount of Death Benefit**

The amount of the Death Benefit will be the least of the following:

1. Your Loan balance at the date of death as advised by the Creditor (excluding any Balloon Payments or any payments of Residual Value); or
2. Your Loan balance at the date of death as advised by the Creditor (excluding any Balloon Payments or any payments of Residual Value) multiplied by the Coverage Percentage indicated on Your Application; or
3. Your Loan balance at the date of death as advised by the Creditor (excluding any Balloon Payments or any payments of Residual Value) multiplied by a fraction; the numerator of which is the lesser of the Plan Maximum or the Principal Amount Insured (less any other death benefit proceeds that have been paid in respect of the Loan) and the denominator of which is the Total Amount to be Financed indicated on Your Application; or
4. The total, when multiplying the remaining term of the insurance in months, at the date of death, times the Monthly Payment amount multiplied by the Coverage Percentage indicated on Your Application; or
5. The Plan Maximum subject to Benefit Limitations.

**Exclusions – Risks Not Covered**

No Benefits are payable if death results directly or indirectly, in whole or in part, from one or more of the following:

1. Any of the exclusions listed under the General Exclusions section.
2. A Pre-existing Condition
3. Suicide within 2 years after the Date Insurance Begins, while sane or insane.

**TOTAL DISABILITY INSURANCE BENEFIT**

Subject to the applicable terms of this Certificate and the Group Policy the Insurer will pay a Monthly Benefit to the Creditor upon receipt of proof satisfactory to the Insurer that:

1. You are Totally Disabled as defined; and
2. Your Total Disability began while Your Insurance was in force and continued throughout the Waiting Period; and
3. Your Total Disability did not result from one or more of the Risks Not Covered; and
4. The Insurer receives proof of claim satisfactory to the Insurer within the 90 days after the Total Disability commenced.

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.

**The amount of Monthly Benefit**

For each full month that falls within the benefit period, the amount payable will be the least of:

1. The scheduled monthly amount due and payable to the Creditor multiplied by the Coverage Percentage indicated on the Application; or
2. The Monthly Payment amount multiplied by the Coverage Percentage indicated on the Application; or
3. The Plan Maximum subject to Benefit Limitations.

Any benefit payment that covers a period of less than 30 days will be made at the daily rate of one-thirtieth of the Monthly Benefit. Benefit payments to Your Creditor are made monthly for each Loan repayment date that falls during the benefit period.

**In respect to LifePlus coverage:****Benefit Period**

The Benefit Period begins on the date You are Totally Disabled, provided You are Totally Disabled throughout the Waiting Period.

The Benefit Period ends on the earliest of:

1. The date Your Total Disability ceases; or
2. The date We ask for proof that You are still Totally Disabled and such proof is not provided within 31 days; or
3. 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; or
4. The date on which all scheduled Loan payments have been made excluding any payments in arrears and any accrued interest thereon; or
5. The Date Insurance Terminates; or
6. The date the 6 Monthly Benefit Payments have been made or become payable under the Group Policy.

**Exclusions – Risks Not Covered**

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

1. Any of the exclusions listed under the General Exclusions section.
2. A Pre-existing Condition unless Your Total Disability commences after Your coverage has been in force for 24 months from the Date Insurance Begins.
3. Attempted suicide or self-inflicted injury, while sane or insane.
4. Pregnancy, abortion, miscarriage or childbirth or due to parental leave as a result thereof.
5. Cosmetic or elective surgery.
6. Sickness.
7. Injuries that have no visible wound or contusion except for internal injuries revealed by an x-ray or autopsy.
8. Injuries which result in muscle strains or sprains of the neck and back, including but not limited to lumbar, thoracic or cervical spine.

**In respect to Life and Total Disability coverage:****Benefit Period**

The Benefit Period begins on the date following the end of the Waiting Period, provided You are Totally Disabled throughout the Waiting Period.

The Benefit Period ends on the earliest of:

1. The date Your Total Disability ceases; or
2. In the case of disease or the disorder of the neck or back including but not limited to lumbar, thoracic or cervical spine, the date of 2 Monthly Benefit payments have been made unless You are under the regular care and attendance of a licensed medical specialist such as a neurologist, a neurosurgeon, a physiatrist, an orthopaedic surgeon or a rheumatologist.
3. In the case of mental, nervous, psychological, emotional or behavioural disorders, disease, or conditions, the date 3 Monthly Benefit payments have been made unless You are under the regular care and attendance of a licensed psychiatrist, a licensed psychologist or a licensed neurologist.
4. The date We ask for proof that You are still Totally Disabled and such proof is not provided within 31 days; or
5. 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; or
6. The date on which all scheduled Loan payments have been made excluding any payments in arrears and any accrued interest thereon; or
7. The Date Insurance Terminates.

**Exclusions – Risks Not Covered**

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

1. Any of the exclusions listed under the General Exclusions section.
2. A Pre-existing Condition unless Your Total Disability commences after Your coverage has been in force for 24 months from the Date Insurance Begins.
3. Attempted suicide or self-inflicted injury, while sane or insane.
4. Pregnancy, abortion, miscarriage or childbirth or due to parental leave as a result thereof.
5. Cosmetic or elective surgery.

**GENERAL EXCLUSIONS**

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

1. You committing or attempting to commit or provoking an assault or criminal offence, including but not limited to an indictable offence.
2. 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, if lower, the legal limit stipulated in the jurisdiction where You are operating the motor vehicle or vessel.
3. War, whether declared or not, or any act of war or insurrection.
4. 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.
5. Nuclear, chemical or biological contamination arising out of a terrorist act.



The Insurer:

Chubb Life Insurance Company of Canada ("Chubb Life")

Borrower:

Certificate Number:

A0205E(939A.V10)(2020-05)

Customer Service:

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

6. Travel in or descent from any aircraft in which You are travelling (except as a passenger on a commercial flight).

**BENEFIT LIMITATIONS**

1. In no event will Benefits include Loan payments in arrears at the date of death or the date the benefit period begins or any accrued interest, Balloon Payments, floating rate adjustments or any payments of Residual Value.
2. If You are insured with respect to more than one Loan, or under more than one Group Policy issued to the Group Policyholder by the Insurer, the Insurer will reduce any benefit(s) otherwise payable in order to ensure that the total of benefit payments
  - a. under all certificates issued by the Insurer bearing Group Policy Number GC939A does not exceed \$500,000; and
  - b. under all certificates issued by the Insurer, including but not limited to those bearing Group Policy Number GC939A, does not exceed \$5,000 per month; and
  - c. under all certificates issued by the Insurer does not exceed the amount of the Loan(s) on the Date Insurance Begins.

**DATE INSURANCE TERMINATES**

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

1. The date the Loan is rewritten, refinanced, called due by the Creditor, or is otherwise discharged.
2. The date the security for the Loan is repossessed, sold or becomes the subject of a court judgement.
3. The date Your coverage has been in force for the number of months indicated under Term of Insurance indicated on Your Application.
4. The earliest of the date We receive a written request by You or the Group Policyholder that Your insurance be cancelled.
5. The date Your coverage has been in force for 84 consecutive months.
6. The date of Your death.
7. In respect of Life Insurance coverage, the date You attain age 70.
8. In respect of Total Disability insurance:

LifePlus coverage:

- a. the date You attain age 66;
- b. the date You retire;
- c. the date immediately preceding the date on which a payment of Residual Value becomes due;
- d. the date 6 Monthly Benefits have been paid or become payable under the Group Policy.

Life and Total Disability coverage:

- a. the date You attain age 66;
- b. the date You retire;
- c. the date immediately preceding the date on which a payment of Residual Value becomes due.

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.

**PREMIUM REFUND**

If for any reason Your insurance terminates before the end of the term that You selected, a premium refund may be payable. If Your insurance terminates within 30 days after the Date Insurance Begins, the entire Insurance Premium (including IPT for Quebec Residents) will be refunded.

A premium refund will be calculated using the Rule of 78's formula shown below. Refer to the Group Policy for a table showing the Rule of 78's premium.

Premium refund =  $[(R \times (R+1)) / (T \times (T+1))] \times P$ , where

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

T= the Term of Insurance in months; and

P= the Insurance Premium (including IPT for Quebec Residents) paid by the Borrower.

If the Term of Insurance is different for Life Insurance than for Total Disability Insurance, then a premium refund will be calculated separately for each and summed to determine Your total refund.

Pro-rata refunds are not available under this Plan.

The premium refund will be paid only to the Creditor to be applied to reduce or to extinguish Your Loan.

**TO CLAIM A BENEFIT**

A claim form must be obtained by calling the toll free number 1 888 561-1101. Proof of claim, (completed claim forms and supporting documents), must be received, by the Insurer within 90 days after the date of death or the commencement of Total Disability. However, We may extend this deadline to a maximum of one year if You can show reasonable cause for delay.

In the case of Total Disability, You may also be required to provide proof of earnings, satisfactory to the Insurer, including but not limited to, a certified Notice of Assessment from Canada Revenue Agency. Failure to provide proof of claim within the time set out above will not invalidate a claim if proof is given as soon as reasonably possible and in no event later than one year from the date of the event giving rise to the Life or Total Disability claim if it is shown that it was not reasonably possible to furnish proof within such time.

**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.

**DEFINITIONS**

**"Accident"** means a sudden, unforeseen and fortuitous event.

**"Balloon Payment"** means a lump sum payment due periodically during the term of the Loan. Balloon Payment does not include the Residual Value amount.

**"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 Co-Borrower, Lessee and Co-Lessee.

**"Creditor"** and **"Group Policyholder"** means the financial institution or leasing company that is responsible for enforcing the terms and conditions of your Loan and is named on the Application to Enroll.

**"Date Insurance Begins"** is the later of the date Your Loan funds are advanced 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 Yourself 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 Insurer and bearing the Group Policy Number shown on Your Application.

**"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 Accident. "Injury" does not include pregnancy or any bodily injury resulting therefrom.

**"Insured Borrower", "You" or "Your"** means a Borrower, who is eligible to apply for insurance in accordance with the provisions of this Group Policy, at the time he/she applied for insurance under this Group Policy, who has paid the applicable Insurance Premium and whose insurance under this Group Policy is in force. If a Certificate of Insurance is issued to a Borrower who is not eligible for coverage, then no coverage shall be in effect with respect to that Borrower.

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

**"IPT"** means the Premium Tax payable on group insurance premiums for Quebec Residents.

**"Joint Coverage"** means 2 or more Borrowers insured in respect to one Loan.

**"LifePlus"** means Life Insurance and Total Disability Insurance resulting from Injury only. Up to 6 Monthly Benefits for Total Disability Insurance are payable during the Term of Insurance under the *LifePlus* coverage.

**"Loan"** means the indebtedness in respect of the loan or lease or conditional sales contract ("CSC") between You and the Creditor which is the subject of this Certificate of Insurance and which commenced on the Date Insurance 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 both:

1. the 12-month period immediately preceding the Date Insurance Begins, and
2. the 12-month period immediately following the Date Insurance Begins; or

in the case of disease or disorder of the neck or back including but not limited to lumbar, thoracic or cervical spine for which Treatment or Advice was received by You within both:

1. the 24-month period immediately preceding the Date Insurance Begins, and
2. the 12-month period immediately following the Date Insurance Begins.

**"Recurrent Total Disability"** means Total Disability which:

1. Recurs within 21 days after Your recovery from a previous period of Total Disability for which You received Monthly Benefits; and
2. Is due to the same or related causes as the previous period of Total Disability, and
3. Continues for at least 7 consecutive days.

**"Residual Value"** means a lump sum payment due at the end of the term of lease.

**"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.

**"Total Disability" or "Totally Disabled"** means,

In respect to LifePlus coverage:

During the Waiting Period plus the next 5 months, You will be considered Totally Disabled if, due to Injury only, You are wholly and continuously unable to perform the essential duties of Your regular occupation and You are not employed in any other gainful occupation and are under the regular care and attendance of a Doctor.

In respect to Life and Total Disability coverage:

During the Waiting Period plus the next 12 months, You will be considered Totally Disabled if, due to Injury or Sickness, You are wholly and continuously unable to perform the essential duties of Your regular occupation and You are not employed in any other gainful occupation and are under the regular care and attendance of a Doctor. Thereafter, You will be considered Totally Disabled if, due to Injury or Sickness, You are wholly and continuously unable to engage in any occupation for which You are reasonably suited by training, education or experience and You are not employed in any other gainful occupation and are under the regular care and attendance of a Doctor.

**"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 on the Application, means the number of consecutive days following the date Your Total Disability commenced and before Monthly Benefits become payable. In the case of Recurrent Total Disability, the Waiting Period is waived. The benefit period for a 30 Day Retroactive Waiting Period begins on the date You are Totally Disabled, provided You are Totally Disabled for 30 consecutive days.

The benefit period for an 30 Day Elimination Waiting Period begins on the date following the end of 30 consecutive days of Total Disability.