

#### APPLICATION TO ENROLL

#### **Group Policy Number GC960 Equipment Owner Payment Protection Plan**

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

Toll Free: 1	888 561-1101
	Print Date:

LOAN INFORMATION			Certificate Number:				
Date Loan Begins (mm/dd/yyyy)	Term of Loan	Monthly Payment		- 3			
	months			A0209E(960.VS	9)(202101)	Page	of
First Payment Date (mm/dd/yyyy)	Amortization Period	Residual Value/Bal	loon Payment	Interest Rate		Loan Amount	
	months				%		
Creditor Name and Address (Suite No	., Street, City, Province, Postal Code)					Telephone	
						( )	
Dealer (Group Policyholder)						Telephone	
						( )	
<b>BORROWER AND CO-BOI</b>	RROWER INFORMATION (	Complete only	if applying for Insura	ance)			
Borrower Name (First, Middle, Last)  Date of Bir					Date of Birth	(mm/dd/yyyy)	Sex
Borrower Address (Apt No., Street, City, F	Province, Postal Code)				Telephone - I	Day Time (	)
					Telephone - I	Home (	)
Co-Borrower Name (First, Middle, Last)					Date of Birth	(mm/dd/yyyy)	Sex
Co-Borrower Address (Apt No., Street, C	City, Province, Postal Code)			·	Telephone - I	Day Time (	)
	,				Telephone - I	•	)
TYPE OF INSURANCE APPLIED FOR Who is Covered Amount In			Insured	Term of Insurance	Premium		
						months	
						months	
						months	
						months	
						months	
						months	
APPLICATION Applicable Sales Tax					icable Sales Tax		
I have read and understand that:							
<ul> <li>If there are three or more natural persons responsible for the repayment of the Loan, I may only apply for Life Insurance.</li> <li>Total Premium</li> <li>The Term of Insurance may be less than or equal to the Term of Loan, but not greater than 84 months.</li> </ul>							
<ul> <li>The Term of Insurance may be les</li> <li>The Amount Insured is not greate</li> </ul>	ss than or equal to the Term of Loar	n, but not greater th	nan 84 months.			L	
	r than the Loan amount of the Plan						

- Where there are two Borrowers responsible for the repayment of the Loan and both Borrowers have principal occupations that involve the operation of the vehicle to which the Loan applies; to be eligible for Total Disability Insurance, both Borrowers must have selected and must be eligible for Total Disability Insurance, and both Applications to Enroll must be accepted by the Insurer.
- If the Loan amount is greater than the Amount Insured, and/or the Term of Insurance is shorter than the Term of Loan, and/or the Residual Value/Balloon Payment is not stated on the Application to Enroll, and the separate premium has not been paid; the total amount of Life or Critical Illness Benefits payable, may not pay the full outstanding balance of this Loan.

  If I am applying for Critical Illness Insurance or for any Injury and Sickness Coverage for Life and Total Disability Insurance, and my loan payments plus residual value or balloon payments, less insurance premiums, is greater than \$240,000, I must complete and attach the Questionnaire to this Application to Enroll for the Insurer to assess my insurability for Insurance under this Group Policy.
- · The Date Insurance Begins is the later of the Date Loan Begins or the date this Application to Enroll is signed.
- · Benefits under the Group Policy are payable to the Creditor to reduce or extinguish the Loan.
- No Benefits are payable if death, Total Disability or Critical Illness results from any Pre-existing Condition(s) or other Risks Not Covered
  as defined in the Certificate of Insurance.
- If I am not eligible for coverage or if my Application to Enroll is not accepted, the Insurer's only obligation in such case is to return any premium paid by the Borrower to the Creditor.
  Plan definitions, including details about the Risks Not Covered, limitations for Pre-existing Conditions, claims, Benefits, and other Terms and Conditions about my insurance, are explained in my Certificate of Insurance.
  The Dealer offering this insurance product to you receives remuneration for performing administrative duties in respect of the Group Dealer
- 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 Certificate of Insurance is valid only with the completed, dated and signed Application to Enroll.
- This coverage is optional and my enrollment is voluntary and its purchase is not a condition to obtain 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 refunds, if any, will be paid to the Creditor unless the Loan has been extinguished.

- I declare that, at the Date Insurance Begins:

  If applying for Life Insurance under this Certificate, I am resident in Canada, 18 but not yet 70 years of age, I am able to perform the usual duties of my livelihood, and I am personally responsible for the repayment of the Loan.

  If applying for Total Disability Insurance under this Certificate, I am resident in Canada, 18 but not yet 66 years of age, I am able to perform the duties of my principal occupation, 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 I am personally responsible for the repayment of the Loan. If the equipment is a vehicle, my principal occupation is the operation of the vehicle to which the Loan applies.

  If applying for Critical Illness Insurance under this Certificate, I am resident in Canada, 18 but not yet 65 years of age, I am able to perform the usual duties of my livelihood, I am personally responsible for the repayment of the Loan, and I am also applying for Life Insurance.

  The information given in this Application to Enroll is true and accurate and I understand that any misrepresentation may render my insurance void.

#### Plan Maximums:

In the case of Joint coverage, Plan Maximums are based on the age of the older Borrower

Insurance terminates at age 70 Injury and Sickness Coverage

Age 18-59: \$500,000 Age 60-69: \$150.000

Injury Only Coverage Age 18-69: \$500,000 **Total Disability Insurance** 

Insurance terminates at age 66 Injury and Sickness Coverage

Age 18-59: \$5,000 per month Age 60-65: \$1,800 per month

Injury Only Coverage

Age 18-65: \$5,000 per month

Critical Illness Insurance Insurance terminates at age 70

Age 18-59: \$400,000 Age 60-64: \$150,000

I, the undersigned Borrower, hereby apply for coverage and acknowledge that I have received the Application to Enroll containing the Personal Information Notice on page 2, and the Certificate of Insurance, and in the province of Québec, the Summary and Fact Sheet; the total number of pages of my documents is indicated on my Application to Enroll. I authorize the Group Policyholder to pay the Total 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.

X		X	
Signature - Borrower	Date (mm/dd/yyyy)	Signature - Co-Borrower	Date (mm/dd/yyyy)



## **APPLICATION TO ENROLL**

**Group Policy Number GC960 Equipment Owner Payment Protection Plan** 

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

Toll Free: 1	888 561-1101
	Print Date:

LOAN INFORMATION			Certificate	Certificate Number:			
Date Loan Begins (mm/dd/yyyy)	Term of Loan	Monthly Payment	A0209E(960.V9)	A0209E(960.V9)(202101)		of	
First Payment Date (mm/dd/yyyy)	Amortization Period	Residual Value/Balloon Payment	Interest Rate	, ,	Loan Amou		
Creditor Name and Address (Suite No	Street City Province Postal Code)	ths		%	Telephone		
orditor Name and Marious (Gane No	, otroct, oity, i rovince, i ostar oode)				( )		
Dealer (Group Policyholder)					Telephone		
BORROWER AND CO-BOI	RROWER INFORMATION	(Complete only if applying fo	or Insurance)		( )		
Borrower Name (First, Middle, Last)		r (complete only in applying is		Date of Birth	(mm/dd/yyyy)	Sex	
Borrower Address (Apt No., Street, City, F	Province, Postal Code)			Telephone -	Day Time (	)	
	·			Telephone -	•	)	
Co-Borrower Name (First, Middle, Last)				Date of Birth	(mm/dd/yyyy)	Sex	
Co-Borrower Address (Apt No., Street, C	ity, Province, Postal Code)			Telephone -	-	)	
				Telephone -	nome (	)	
QUESTIONNAIRE	"Inium, Only Coverage" fo	r Life or Total Disability Incurs	naa da nat aamalat	a thia Ou	ationnaira		
<ul><li>You are applying for</li><li>You must complete the</li></ul>		r Life or Total Disability Insura	nce, ao not complet	e this Que	stionnaire.	•	
your total loan payr	nents plus residual value	or balloon payments, less inst	urance premiums, ex	ceeds \$2	40,000; or		
you are applying fo	r Critical Illness Insurance	<b>?</b> .					
Instructions for comple	ting the Questionnaire:	04 1001 1					
■ If applying for Life In: ■ If applying for Total [	surance, complete questi Disability Insurance, comp	ons Q1 and Q2 below. blete questions Q1, Q2 and Q3	3 below				
<ul><li>If applying for Critical</li></ul>	l Illness Insurance, comp	lete questions Q1, Q2, and Q	4 below.				
		ed by the underwriter to asses	ss my insurability for				
Insurance under this F							
		estionnaire is not fully comple I may apply for Injury Only Co					
that my Application to	<b>Enroll for Injury and Sicl</b>	mess Coverage or Critical Illn	ess Insurance is		Borrower	Co-Borrower	
declined and the Insu	rer's only obligation in su	ch case will be to return any p	premium paid by me		Yes No	Yes No	
<b>Q1</b> In the past 5 years	have you attended a med	dical facility for, consulted a phy	rsician for received	Q1			
medical advice or	treatment for, or been diag	nosed with:		QI			
cancer or tumo pressure, strok	r, cnest pain, angina, near e, diabetes, respiratory or	t attack, heart disorder, blood d lung disorder, circulatory disord	lsorder, nign blood ler, kidney disorder,				
pressure, stroké, 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,							
	or any other psychiatric disorder, stomach disorder, uicerative collits, Cronn's disease, fibromyalgia, chronic fatigue syndrome, chronic pain, alcohol use, drug abuse, HIV+ or AIDS?						
O2 Have you ever had	l an application for Life Di	sability, or Critical Illness insura	ance declined rated	00			
or modified in any	way?	sability, of Official lilliess insura	ince decimed, rated	Q2			
Q3. Within the past 24	months, have you attende	d a medical facility for, consulte en prescribed medication for, o	ed a physician for,	Q3			
with:							
osteoarthritis, s	strains or other disorders o	notor neuron disease, Muscula f the back, neck, shoulder, elbo	r dystrophy, fibrositis ws, knees, hips or	,			
other joints, mu	iscles, ligaments or tendor	is?					
O4 Have your parents	hrothers or sisters had he	eart disease, kidney disease, st	roke diahetes	0.4			
cancer or any here	editary disease diagnosed	prior to age 64?	roke, diabetes,	Q4			
X		X					
X Signature - Borrower	Date (mm/dd/y	yyy) Signature	e - Co-Borrower	Da	ate (mm/do	d/yyyy)	
	, ,	•			`		
(in this notice "Chubb Life"), ha	NOTICE: Chubb Life Insuranc as requested personal informa	e Company of Canada, its authorize ition in respect of this Application to	ed administrator(s) and a Enroll. Chubb Life will	agents, and use the info	participating rmation prov	g reinsurers vided and	
intormation already in its existi if issued. Chubb Life will also ι	ng files for insurance purpose ise this information and additi	e Company of Canada, its authorize tion in respect of this Application to s such as to assess risk, process the onal information collected from the	าเร application and to ac undersigned applicant(เ	Iminister an s) or from in	y certificate dependent s	of insurance, ources 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.

Customer Service:

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

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#### Group Policy Number GC960

**Equipment Owner Payment Protection Plan** The "Insurer":

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

Page Borrower 1: Borrower 2:

### Life Insurance - (Injury and Sickness Coverage)

This coverage is optional and enrollment is voluntary and its purchase is not a condition to obtain the Loan.

The following terminology in this Certificate refers to information contained in the Application to Enroll, where applicable: "Date Loan Begins", "Amount Insured", "Dealer", "Group Policyholder", "Monthly Payment", "Plan Maximum", "Premium", "Residual Value Insured", "Term of Insurance", and "Term of Loan".

#### **SECTION 1 - DEFINITIONS**

- 1. "Accident" means a sudden, unforeseen and fortuitous event.
- "Balloon Payment" means a lump sum payment due at the end of the Term of Loan. Balloon Payment does not include the Residual Value amount.
- "Borrower" means a natural person who finances the purchase or lease of property through the Group Policyholder under the terms of an Agreement and who is personally responsible for repayment of the Loan or is responsible for the lease payment. The term Borrower includes the term Co-Borrower, lessee and colessee.
- "Creditor" 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.
- 5. "Date Insurance Begins" means the later of the Date Loan Begins or the date the Application to Enroll is signed.
- "Eligible Borrower" means a Borrower, who is eligible for insurance in accordance with the provisions of this Certificate of Insurance.
- "Group Policy" means the applicable policy issued by the Insurer and bearing the Group Policy Number shown on Your Application.
- 8. "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 the Accident. "Injury" does not include pregnancy or any bodily injury resulting therefrom.
- "Injury and Sickness Coverage" means the type of insurance You applied for as shown in Your Application to Enroll which covers loss due to Injury or Sickness.
- 10. "Insured Borrower", "You" or "Your" means a person who is an Eligible Borrower 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. 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.
- 11. "Insurer", "We", "Us", or "Our" means Chubb Life Insurance Company of Canada ("Chubb Life")
- 12. "Joint" or "Jointly" means the Borrower and the Co-Borrower.
- 13. "Loan" means the indebtedness in respect of the loan or lease between You and the Creditor which is the subject of this Certificate of Insurance and which commenced on the Date Loan Begins.
- 14. "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 12-month period immediately preceding the Date Insurance Begins. A Pre-existing Condition does not include any condition(s) that existed in the 12-month period immediately preceding the Date Insurance Begins if You have been free of Treatment or Advice for such condition(s) for a period of 12 consecutive months following the Date Insurance Begins.
- 15. "Principal Sum" means, at the date of death, the sum of:
  - a. The least of:
    - Your Loan balance; or
    - ii. in the case of a lease, the present value of Your outstanding lease payments; or

    - iii. the total, when multiplying the remaining Term of Insurance in months times the Monthly Payment amount; or iv. in the event that the Loan amount is greater than the Amount Insured or the Plan Maximum, the Loan balance multiplied by a fraction, the numerator being the lesser of the Amount Insured or the Plan Maximum, and the denominator being the Loan amount; and amount; and
  - b. The Residual Value Insured stated in Your Application, provided the appropriate premium has been paid and received by the Insurer.

In no event will the Principal Sum exceed the Plan Maximum subject to Benefit Limitations.

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

## **Print Date: Certificate Number:**

- 17. "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.
- 18. "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.

#### **SECTION 2 - EXCLUSIONS**

#### RISKS NOT COVERED.

No benefits are payable if death results directly or indirectly in whole or

- in part, from,

  1. A Pre-existing Condition;
- 2. You 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, if lower, the legal limit stipulated in the jurisdiction where You are operating the motor vehicle or vessel;
- 4. War, whether declared or not, or any act of war or insurrection;
- Travel in or descent from any aircraft in which You are travelling (except as a passenger on a commercial flight); or
- 6. Suicide within 2 years after the Date Insurance Begins.

#### **SECTION 3 - ADDITIONAL PROVISIONS AND IMPORTANT** INFORMATION

#### DATE INSURANCE TERMINATES.

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

1. Date Insurance Begins in the event that You are ineligible for

- coverage selected under this Certificate;
- 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;
- The date Your coverage has been in force for 84 consecutive months:
- The date a death benefit or Critical Illness benefit becomes payable under the Group Policy;
- The date You attain age 70; or
- The date the Insurer receives a written request by You that Your insurance be cancelled.

#### TO CLAIM A BENEFIT.

A claim form must be obtained from the Insurer by calling the toll-free number shown above. Proof of claim (completed claim forms and supporting documents) must be received, by the Insurer, within 90 days after the date of death. However, We may extend this deadline to a maximum of one year if the claimant can show reasonable cause for

Failure to provide proof of claim within the time set out above will not invalidate a claim if it is shown that it was not reasonably possible to furnish proof within such time and if proof is given as soon as reasonably possible and in no event later than one year from the date of death.

#### **SECTION 4 - BENEFITS**

Subject to the applicable terms of this Certificate and the Group Policy the Insurer will pay the Principal Sum 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 (See Section 2). Where the Borrower and Co-Borrower are both insured with respect to the same Loan, no more than one benefit is payable. Where the Borrower and/or Co-Borrower are insured for both Lifé Insurance and Critical Illness Insurance, no more than one benefit

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



Customer Service:

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#### Group Policy Number GC960

Equipment Owner Payment Protection Plan
The "Insurer":
Chubb Life Insurance Company of Canada ("Chubb Life")

Page of Borrower 1: Borrower 2: Print Date:

### Certificate Number:

### Life Insurance - (Injury Only Coverage)

This coverage is optional and enrollment is voluntary and its purchase is not a condition to obtain the Loan.

The following terminology in this Certificate refers to information contained in the Application to Enroll, where applicable: "Date Loan Begins", "Amount Insured", "Dealer", "Group Policyholder", "Monthly Payment", "Plan Maximum", "Premium", "Residual Value Insured", "Term of Insurance", and "Term of Loan".

#### **SECTION 1 - DEFINITIONS**

- 1. "Accident" means a sudden, unforeseen and fortuitous event.
- 2. "Balloon Payment" means a lump sum payment due at the end of the Term of Loan. Balloon Payment does not include the Residual Value amount.
- 3. "Borrower" means a natural person who finances the purchase or lease of property through the Group Policyholder under the terms of an Agreement and who is personally responsible for repayment of the Loan or is responsible for the lease payment. The term Borrower includes the term Co-Borrower, lessee and colessee.
- "Creditor" 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.
- 5. "Date Insurance Begins" means the later of the Date Loan Begins or the date the Application to Enroll is signed.
- "Eligible Borrower" means a Borrower, who is eligible for insurance in accordance with the provisions of this Certificate of Insurance.
- 7. "Group Policy" means the applicable policy issued by the Insurer and bearing the Group Policy Number shown on Your Application.
- 8. "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 the Accident. "Injury" does not include pregnancy or any bodily injury resulting therefrom.
- "Injury Only Coverage" means the type of insurance You applied for as shown in Your Application to Enroll which covers loss due to Injury only.
- 10. "Insured Borrower", "You" or "Your" means a person who is an Eligible Borrower 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. 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.
- 11. "Insurer", "We", "Us", or "Our" means Chubb Life Insurance Company of Canada ("Chubb Life")
- 12. "Joint" or "Jointly" means the Borrower and the Co-Borrower.
- 13. "Loan" means the indebtedness in respect of the loan or lease between You and the Creditor which is the subject of this Certificate of Insurance and which commenced on the Date Loan Begins.
- 14. "Principal Sum" means, at the date of death, the sum of:
  - a. The least of:
    - i. Your Loan balance; or
    - ii. in the case of a lease, the present value of Your outstanding lease payments; or
    - iii. the total, when multiplying the remaining Term of Insurance in months times the Monthly Payment amount; or
    - iv. in the event that the Loan amount is greater than the Amount Insured or the Plan Maximum, the Loan balance multiplied by a fraction, the numerator being the lesser of the Amount Insured or the Plan Maximum, and the denominator being the Loan amount; and
  - b. The Residual Value Insured stated in Your Application, provided the appropriate premium has been paid and received by the Insurer.

In no event will the Principal Sum exceed the Plan Maximum subject to Benefit Limitations.

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

## SECTION 2 - EXCLUSIONS

## RISKS NOT COVERED.

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

- You 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, 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;
- Travel in or descent from any aircraft in which You are travelling (except as a passenger on a commercial flight);
- 5. Suicide within 2 years after the Date Insurance Begins; or
- 6. Sickness.

# SECTION 3 - ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION

#### DATE INSURANCE TERMINATES.

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

- Date Insurance Begins in the event that You are ineligible for coverage selected under this Certificate;
- The date the Loan is rewritten, refinanced, called due by the Creditor, or is otherwise discharged;
- 3. The date the security for the Loan is repossessed, sold or becomes the subject of a court judgement;
- 4. The date Your coverage has been in force for the Term of Insurance;
- The date Your coverage has been in force for 84 consecutive months;
- 6. The date a death benefit or Critical Illness benefit becomes payable under the Group Policy;
- 7. The date You attain age 70; or
- 8. The date the Insurer receives a written request by You that Your insurance be cancelled.

#### TO CLAIM A BENEFIT.

A claim form must be obtained from the Insurer by calling the toll-free number shown above. Proof of claim (completed claim forms and supporting documents) must be received, by the Insurer, within 90 days after the date of death. However, We may extend this deadline to a maximum of one year if the claimant can show reasonable cause for delay.

Failure to provide proof of claim within the time set out above will not invalidate a claim if it is shown that it was not reasonably possible to furnish proof within such time and if proof is given as soon as reasonably possible and in no event later than one year from the date of death.

#### **SECTION 4 - BENEFITS**

Subject to the applicable terms of this Certificate and the Group Policy the Insurer will pay the Principal Sum 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 (See Section 2). Where the Borrower and Co-Borrower are both insured with respect to the same Loan, no more than one benefit is payable. Where the Borrower and/or Co-Borrower are insured for both Life Insurance and Critical Illness Insurance, no more than one benefit is payable.

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



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#### Group Policy Number GC960

Equipment Owner Payment Protection Plan The "Insurer":

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

Page of Borrower 1: Borrower 2:

**Print Date:** 

### Total Disability Insurance - (Injury and Sickness Coverage)

This coverage is optional and enrollment is voluntary and its purchase is not a condition to obtain the Loan.

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

#### **SECTION 1 - DEFINITIONS**

- 1. "Accident" means a sudden, unforeseen and fortuitous event.
- "Balloon Payment" means a lump sum payment due at the end of the Term of Loan. Balloon Payment does not include the Residual Value amount.
- 3. "Borrower" means a natural person who finances the purchase or lease of property through the Group Policyholder under the terms of an Agreement and who is personally responsible for repayment of the Loan or is responsible for the lease payment. The term Borrower includes the term Co-Borrower, lessee and colessee.
- "Creditor" 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.
- 5. "Date Insurance Begins" means the later of the Date Loan Begins or the date the Application to Enroll is signed.
- 6. "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.
- "Eligible Borrower" means a Borrower, who is eligible for insurance in accordance with the provisions of this Certificate of Insurance.
- "Group Policy" means the applicable policy issued by the Insurer and bearing the Group Policy Number shown on Your Application.
- 9. "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 the Accident. "Injury" does not include pregnancy or any bodily injury resulting therefrom.
- 10. "Injury and Sickness Coverage" means the type of insurance You applied for as shown in Your Application to Enroll which covers loss due to Injury or Sickness.
- 11. "Insured Borrower", "You" or "Your" means a person who is an Eligible Borrower 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. 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.
- 12. "Insurer", "We", "Us", or "Our" means Chubb Life Insurance Company of Canada ("Chubb Life")
- 13. "Joint" or "Jointly" means the Borrower and the Co-Borrower.
- 14. "Loan" means the indebtedness in respect of the loan or lease between You and the Creditor which is the subject of this Certificate of Insurance and which commenced on the Date Loan Begins.
- 15. "Monthly Benefit" means the least of:
  - a. The Monthly Amount Insured shown in Your Application to Enroll; or
     b. The scheduled monthly amount due and payable to the Creditor but excluding any Balloon Payments or Residual Value; or
  - c. The Plan Maximum subject to Benefit Limitations.

Any Benefit payment that covers a period less than 30 days will be made at a daily rate of 1/30th of the Monthly Benefit.

Benefit payments to Your Creditor are made monthly for each Loan repayment date that falls during the Benefit Period.

#### **Certificate Number:**

- 16. "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 12-month period immediately preceding the Date Insurance Begins. A Pre-existing Condition does not include any condition(s) that existed in the 12-month period immediately preceding the Date Insurance Begins if You have been free of Treatment or Advice for such condition(s) for a period of 12 consecutive months following the Date Insurance Begins.
- 17. "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 days.
- 18. "Residual Value" means a lump sum payment due at the end of the term of lease.
- 19. "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.
- 20. "Total Disability" or "Totally Disabled" means during the Waiting Period plus the next 12 months, that 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 directly or indirectly in any other gainful occupation, and You are under the regular care and attendance of a Doctor; and thereafter, "Total Disability" means, that 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 directly or indirectly in any other gainful employment and You are under the regular care and
- 21. "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.
- 22. "Waiting Period" as indicated on the Application to Enroll, means 30 days following the date Your Total Disability commenced and before Monthly Benefits become payable. The Waiting Period is waived for periods of Recurrent Total Disability.

#### **SECTION 2 - EXCLUSIONS**

#### RISKS NOT COVERED.

attendance of a Doctor.

No benefits are payable if Total Disability results directly or indirectly in whole or in part, from,

- A Pre-existing Condition unless Your Total Disability commences after Your coverage has been in force for 24 months from the Date Insurance Begins;
- You 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, if lower, the legal limit stipulated in the jurisdiction where You are operating the motor vehicle or vessel;
- 4. War, whether declared or not, or any act of war or insurrection;
- Travel in or descent from any aircraft in which You are travelling (except as a passenger on a commercial flight);
- 6. Attempted suicide or self-inflicted injury;
- 7. Pregnancy, abortion, miscarriage or childbirth or due to parental leave as a result thereof;
- 8. Cosmetic or elective surgery; or
- 9. Drug or alcohol abuse unless maintaining satisfactory participation in a rehabilitation program approved and monitored by a Doctor.

Customer Service:

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#### Group Policy Number GC960

**Equipment Owner Payment Protection Plan** The "Insurer":

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

Page **Borrower 1:** Borrower 2:

**Print Date:** 

Total Disability Insurance - (Injury and Sickness Coverage) (Continued) **Certificate Number:** 

#### **SECTION 3 - ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION**

#### DATE INSURANCE TERMINATES.

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

- Date Insurance Begins in the event that You are ineligible for coverage selected under this Certificate;
- 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;
- 4. The date Your coverage has been in force for the Term of Insurance;
- The date Your coverage has been in force for 84 consecutive
- The date a death benefit or Critical Illness benefit becomes payable under the Group Policy;
- 7. The date You attain age 66;
- 8. The date You retire:
- The date immediately preceding the date on which a Balloon Payment or payment of Residual Value becomes due;
- 10. The date the Maximum Monthly Benefit Payments have been made; or
- 11. The date the Insurer receives a written request by You that Your insurance be cancelled.

#### TO CLAIM A BENEFIT.

A claim form must be obtained from the Insurer by calling the toll-free number shown above. Proof of claim (completed claim forms and supporting documents) must be received, by the Insurer, within 90 days after the date of 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.

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 (CRA).

Failure to provide proof of claim within the time set out above will not invalidate a claim if it is shown that it was not reasonably possible to furnish proof within such time and 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 Total Disability claim.

#### **SECTION 4 - BENEFITS**

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

- Your Total Disability began while Your Insurance was in force and continued throughout the Waiting Period; and
- Your Total Disability did not result from one or more of the Risks Not Covered (See Section 2); and
- The Insurer receives proof of claim satisfactory to the Insurer within the 90 days after the Total Disability commenced.

- The Benefit Period begins on:

  1. The date You are Totally Disabled, for a "Retroactive" Waiting Period;
- The date following the end of the Waiting Period, for an "Elimination" Waiting Period.

The Benefit Period ends on the earliest of:

- The date Your Total Disability ceases;
- 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, up to a maximum of 12 Monthly Benefit payments;
- In the case of disease or a disorder of the neck or back including but not limited to lumbar, thoracic or cervical spine, the date 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
- The date the Insurer asks for proof that You are still Totally Disabled and such proof is not provided within 31 days;
- The date the Insurer asks You to be examined by a Doctor or other practitioner named by the Insurer and You do not submit to such an examination within 31 days;
- The date on which all scheduled Loan payments have been made excluding any payments in arrears and any accrued interest thereon;
- The Date Insurance Terminates; or
- The date the Maximum Monthly Benefit Payments have been made.

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.

Benefits under the Group Policy are payable solely to the Creditor to reduce or extinguish the Loan. If the Monthly Benefit becomes payable where the Borrower and Co-Borrower are both Totally Disabled, the total amount payable will not exceed the Monthly Benefit. If the Monthly Benefit becomes payable for more than one loss under more than one certificate issued by the Insurer, the total amount payable will not exceed the Monthly Benefit.

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



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#### Group Policy Number GC960

Equipment Owner Payment Protection Plan
The "Insurer":
Chubb Life Insurance Company of Canada ("Chubb Life")

Page o Borrower 1: Borrower 2:

**Print Date:** 

### Total Disability Insurance - (Injury Only Coverage)

This coverage is optional and enrollment is voluntary and its purchase is not a condition to obtain the Loan.

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

#### **SECTION 1 - DEFINITIONS**

- "Accident" means a sudden, unforeseen and fortuitous event.
- "Balloon Payment" means a lump sum payment due at the end of the Term of Loan. Balloon Payment does not include the Residual Value amount.
- 3. "Borrower" means a natural person who finances the purchase or lease of property through the Group Policyholder under the terms of an Agreement and who is personally responsible for repayment of the Loan or is responsible for the lease payment. The term Borrower includes the term Co-Borrower, lessee and colessee.
- "Creditor" 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.
- 5. "Date Insurance Begins" means the later of the Date Loan Begins or the date the Application to Enroll is signed.
- 6. "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.
- "Eligible Borrower" means a Borrower, who is eligible for insurance in accordance with the provisions of this Certificate of Insurance.
- "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 the Accident. "Injury" does not include pregnancy or any bodily injury resulting therefrom.
- "Injury Only Coverage" means the type of insurance You applied for as shown in Your Application to Enroll which covers loss due to Injury only.
- 11. "Insured Borrower", "You" or "Your" means a person who is an Eligible Borrower 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. 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.
- 12. "Insurer", "We", "Us", or "Our" means Chubb Life Insurance Company of Canada ("Chubb Life")
- 13. "Joint" or "Jointly" means the Borrower and the Co-Borrower.
- 14. "Loan" means the indebtedness in respect of the loan or lease between You and the Creditor which is the subject of this Certificate of Insurance and which commenced on the Date Loan Begins.
- 15. "Monthly Benefit" means the least of:
  - a. The Monthly Amount Insured shown in Your Application to Enroll; or
     b. The scheduled monthly amount due and payable to the Creditor but excluding any Balloon Payments or Residual Value; or
  - c. The Plan Maximum subject to Benefit Limitations.
  - Any Benefit payment that covers a period less than 30 days will be made at a daily rate of 1/30th of the Monthly Benefit.
  - Benefit payments to Your Creditor are made monthly for each Loan repayment date that falls during the Benefit Period.
- 16. "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 days.

#### **Certificate Number:**

- "Residual Value" means a lump sum payment due at the end of the term of lease.
- 18. "Total Disability" or "Totally Disabled" means during the Waiting Period plus the next 12 months, that due to Injury only, You are wholly and continuously unable to perform the essential duties of Your regular occupation, and You are not employed directly or indirectly in any other gainful occupation, and You are under the regular care and attendance of a Doctor; and

thereafter, "Total Disability" means, that due to Injury only, 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 directly or indirectly in any other gainful employment and You are under the regular care and attendance of a Doctor.

19. "Waiting Period" as indicated on the Application to Enroll, means 30 days following the date Your Total Disability commenced and before Monthly Benefits become payable. The Waiting Period is waived for periods of Recurrent Total Disability.

#### **SECTION 2 - EXCLUSIONS**

#### **RISKS NOT COVERED.**

No benefits are payable if Total Disability results directly or indirectly in whole or in part, from,

- You 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, 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;
- Travel in or descent from any aircraft in which You are travelling (except as a passenger on a commercial flight);
- 5. Attempted suicide or self-inflicted injury;
- 6. Pregnancy, abortion, miscarriage or childbirth or due to parental leave as a result thereof;
- Cosmetic or elective surgery;
- 8. Drug or alcohol abuse unless maintaining satisfactory participation in a rehabilitation program approved and monitored by a Doctor;
- 9 Sickness
- 10. Injuries that have no visible wound or contusion except for internal injuries revealed by an x-ray or autopsy; or
- 11. Injuries which result in muscle strains or sprains of the neck and back, including but not limited to lumbar, thoracic or cervical spine.

## SECTION 3 - ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION

#### DATE INSURANCE TERMINATES.

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

- Date Insurance Begins in the event that You are ineligible for coverage selected under this Certificate;
- The date the Loan is rewritten, refinanced, called due by the Creditor, or is otherwise discharged;
- 3. The date the security for the Loan is repossessed, sold or becomes the subject of a court judgement;
- 4. The date Your coverage has been in force for the Term of Insurance;
- The date Your coverage has been in force for 84 consecutive months;
- 6. The date a death benefit or Critical Illness benefit becomes payable under the Group Policy;
- 7. The date You attain age 66;
- 8. The date You retire;
- The date immediately preceding the date on which a Balloon Payment or payment of Residual Value becomes due;
- 10. The date the Maximum Monthly Benefit Payments have been made; or
- 11. The date the Insurer receives a written request by You that Your insurance be cancelled.

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#### Group Policy Number GC960

Equipment Owner Payment Protection Plan The "Insurer":

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

Page of Borrower 1: Borrower 2:

**Print Date:** 

#### Total Disability Insurance - (Injury Only Coverage) (Continued)

#### TO CLAIM A BENEFIT.

A claim form must be obtained from the Insurer by calling the toll-free number shown above. Proof of claim (completed claim forms and supporting documents) must be received, by the Insurer, within 90 days after the date of 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.

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 (CRA).

Failure to provide proof of claim within the time set out above will not invalidate a claim if it is shown that it was not reasonably possible to furnish proof within such time and 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 Total Disability claim.

#### **SECTION 4 - BENEFITS**

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:

- 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 (See Section 2); and
- The Insurer receives proof of claim satisfactory to the Insurer within the 90 days after the Total Disability commenced.

The Benefit Period begins on:

- 1. The date You are Totally Disabled, for a "Retroactive" Waiting Period.
- The date following the end of the Waiting Period, for an "Elimination" Waiting Period.

#### **Certificate Number:**

The Benefit Period ends on the earliest of:

- 1. The date Your Total Disability ceases; or
- 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, up to a maximum of 12 Monthly Benefit payments; or
- 3. In the case of disease or a disorder of the neck or back including but not limited to lumbar, thoracic or cervical spine, the date 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; or
- The date the Insurer asks for proof that You are still Totally Disabled and such proof is not provided within 31 days; or
- The date the Insurer asks You to be examined by a Doctor or other practitioner named by the Insurer and You do not submit to such an examination within 31 days; or
- 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; or
- 8. The date the Maximum Monthly Benefit Payments have been made.

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.

Benefits under the Group Policy are payable solely to the Creditor to reduce or extinguish the Loan. If the Monthly Benefit becomes payable where the Borrower and Co-Borrower are both Totally Disabled, the total amount payable will not exceed the Monthly Benefit. If the Monthly Benefit becomes payable for more than one loss under more than one certificate issued by the Insurer, the total amount payable will not exceed the Monthly Benefit.

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



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#### Group Policy Number GC960

Equipment Owner Payment Protection Plan
The "Insurer":
Chubb Life Insurance Company of Canada ("Chubb Life")

Page Borrower 1:

#### Critical Illness Insurance

This coverage is optional and enrollment is voluntary and its purchase is not a condition to obtain the Loan.

The following terminology in this Certificate refers to information contained in the Application to Enroll, where applicable: "Amount Insured", "Date Loan Begins", "Dealer", "Group Policyholder", "Monthly Payment", "Plan Maximum", "Premium", "Residual Value Insured", "Term of Insurance", and "Term of Loan".

#### **SECTION 1 - DEFINITIONS**

- "Balloon Payment" means a lump sum payment due at the end of the Term of Loan. Balloon Payment does not include the Residual Value amount.
- "Borrower" means a natural person who finances the purchase or lease of property through the Group Policyholder under the terms of an Agreement and who is personally responsible for repayment of the Loan or is responsible for the lease payment. The term Borrower includes the term Co-Borrower, lessee and colessee.
- 3. "Cancer" means a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. This includes Leukemia, Hodgkin's Disease and invasive melanoma but does not include: carcinoma-in-situ; Kaposi's Sarcoma or other AIDS related cancers and cancer in the presence of human immunodeficiency virus (HIV); skin cancer or melanoma that is not invasive and has not exceeded 0.75mm in depth; prostate cancer diagnosed as T1No Mo or equivalent staging; a recurrence or metastasis of a cancer which was originally diagnosed prior to the Date Insurance Begins.
- "Coma" means a state of unconsciousness that lasts for a continuous period of at least 96 hours, during which external stimulation produced no more than primitive avoidance reflexes. Coma does not include a medically induced coma.
- 5. "Coronary Artery Bypass Surgery" means surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts. Non-surgical techniques such as balloon angioplasty, laser relief of an obstruction, or other intra-arterial techniques will not be considered to be a Covered Condition.
- "Covered Condition" means each of Cancer, Coronary Artery Bypass Surgery, Heart Attack, Stroke, Coma and Major Burns as each of these conditions are defined in this Certificate.
- "Creditor" 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.
- 8. "Date Insurance Begins" means the later of the Date Loan Begins or the date the Application to Enroll is signed.
- 9. "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.
- 10. "Eligible Borrower" means a Borrower, who is eligible for insurance in accordance with the provisions of this Certificate of Insurance.
- "Group Policy" means the applicable policy issued by the Insurer and bearing the Group Policy Number shown on Your Application.

# Print Date: Certificate Number:

- 12. "Heart Attack" means a definite death of heart muscle due to obstruction of blood flow that results in the rise and fall of biochemical cardiac markers to levels considered diagnostic of myocardial infarction, with at least one of the following: heart attack symptoms; new electrocardiogram (ECG) changes consistent with a heart attack; or development of new Q waves during or immediately following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty. Heart Attack does not include: ECG changes suggestive of a prior myocardial infarction; other acute coronary syndromes, including angina pectoris and unstable angina; or elevated cardiac biomarkers and/or symptoms that are due to medical procedures or diagnoses other than heart attack.
- 13. "Insured Borrower", "You" or "Your" means a person who is an Eligible Borrower 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. 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.
- 14. "Insurer", "We", "Us", or "Our" means Chubb Life Insurance Company of Canada ("Chubb Life")
- 15. "Joint" or "Jointly" means the Borrower and the Co-Borrower.
- 16. "Loan" means the indebtedness in respect of the loan or lease between You and the Creditor which is the subject of this Certificate of Insurance and which commenced on the Date Loan Begins.
- "Major Burns" means third degree burns over at least 20% of the body surface.
- 18. "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.
- "Principal Sum" means, at the date of diagnosis of Critical Illness, the sum of:
  - a. The least of:
    - i. Your Loan balance; or
    - ii. in the case of a lease, the present value of Your outstanding lease payments; or
    - iii. the total, when multiplying the remaining Term of Insurance in months times the Monthly Payment amount; or
    - iv. in the event that the Loan amount is greater than the Amount Insured or the Plan Maximum, the Loan balance multiplied by a fraction, the numerator being the lesser of the Amount Insured or the Plan Maximum, and the denominator being the Loan amount; and
  - b. The Residual Value Insured stated in Your Application, provided the appropriate premium has been paid and received by the Insurer.

In no event will the Principal Sum exceed the Plan Maximum subject to Benefit Limitations.

- 20. "Residual Value" means a lump sum payment due at the end of the term of lease.
- 21. "Stroke" 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 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.
- 22. "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.

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#### Group Policy Number GC960

Equipment Owner Payment Protection Plan
The "Insurer":
Chubb Life Insurance Company of Canada ("Chubb Life")

Page of Borrower 1: Borrower 2:

**Print Date:** 

#### Critical Illness Insurance (Continued)

#### **SECTION 2 - EXCLUSIONS**

#### **RISKS NOT COVERED.**

No benefits are payable if Critical Illness, results directly or indirectly in whole or in part, from,

- You 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, 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;
- Travel in or descent from any aircraft in which You are travelling (except as a passenger on a commercial flight);
- 5. A Covered Condition:
  - a. unless You survive for 30 days following the first diagnosis of a Covered Condition; or
  - b. relating to Cancer first diagnosed in the 180-day period immediately following the Date Insurance Begins; or
- 6. A Pre-existing Covered Condition:
  - a. occurring during the 24 consecutive months immediately following the Date Insurance Begins;
  - b. 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;
  - c. for a 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
  - d. for Coronary Artery Disease occurring after the Date Insurance Begins, if You had a Heart Attack prior to the Date Insurance Begins.

#### **Certificate Number:**

## SECTION 3 - ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION

#### DATE INSURANCE TERMINATES.

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

- Date Insurance Begins in the event that You are ineligible for coverage selected under this Certificate;
- The date the Loan is rewritten, refinanced, called due by the Creditor, or is otherwise discharged;
- 3. The date the security for the Loan is repossessed, sold or becomes the subject of a court judgement;
- 4. The date Your coverage has been in force for the Term of Insurance;
- 5. The date Your coverage has been in force for 84 consecutive months:
- 6. The date a death Benefit or Critical Illness Benefit becomes payable under the Group Policy;
- The date You attain age 70; or
- The date the Insurer receives a written request by You that Your insurance be cancelled.

#### TO CLAIM A BENEFIT.

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

Failure to provide proof of claim within the time set out above will not invalidate a claim if it is shown that it was not reasonably possible to furnish proof within such time and 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 Critical Illness claim.

#### **SECTION 4 - BENEFITS**

Subject to the applicable terms of this Certificate and the Group Policy the Insurer will pay the Principal Sum to the Creditor upon receipt of proof, satisfactory to the Insurer, that Critical Illness due to a Covered Condition occurred while the insurance was in force and did not result from one or more of the Risks Not Covered (See Section 2). Where the Borrower and Co-Borrower are both insured with respect to the same Loan, no more than one benefit is payable. Where the Borrower and/ or Co-Borrower are insured for both Life Insurance and Critical Illness Insurance, no more than one benefit is payable.

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



Customer Service:

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

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#### Group Policy Number GC960

**Equipment Owner Payment Protection Plan** The "Insurer": Chubb Life Insurance Company of Canada ("Chubb Life") Page Borrower 1: Borrower 2:

#### General Provisions

This Certificate of Insurance ("Certificate") is a summary of the terms and conditions of Your insurance under Group Policy GC960. 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 not assignable. This Certificate of Insurance is valid only with the completed, dated and signed Application

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

This coverage is optional and enrollment is voluntary and its purchase is not a condition to obtain the Loan.

The following terminology in this General Provisions refers to information contained in the Application to Enroll: "Plan Maximum", "Premium" and "Total Premium".

In consideration of our receipt of the applicable Total Premium, We insure You for only the insurance selected under the heading "Type of Insurance Applied For" on the Application to Enroll ("Application"), provided You are an Eligible Borrower. 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.

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 terminate 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.)

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.

Access to Documents - You and any claimant under this Certificate of Insurance have the right, as determined by law applicable in Your province or territory 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.

Applicable Law - The coverage under this Certificate shall be contestable in accordance with the applicable laws in the jurisdiction where You reside.

**Conformity with Statutes** - 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

Sanctions - 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.

Currency - All payments to be made under the Group Policy shall be payable in the lawful currency of Canada.

**Protecting Your Personal Information** - 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 You have a complaint or inquiry about

## **Print Date: Certificate Number:**

any aspect of this insurance, please call 1 888 561-1101, Monday to Friday. 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 20 Adelaide Street East, Suite 802, P.O. Box 29, Toronto, Ontario M5C 2T6.

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.

#### A. PREMIUM REFUND.

If a Benefit is paid for death, Total Disability, or Critical Illness, 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

- If Your Application is declined, or You are determined to have been ineligible for coverage on the date the Loan was advanced, or if Your insurance terminates within 30 days after the Date Insurance Begins, the entire Premium will be refunded.
- If Your insurance terminates for any reason other than those outlined in 1. of this provision, the Insurer will calculate a premium credit using Date Insurance Terminates provided that Your Certificate of Insurance and Your written request for a refund, including a letter from Your Creditor authorizing the cancellation and to whom the refund shall be payable, are received by the Insurer within 90 days of termination. If the request for refund is received more than 90 days after termination, the date of receipt shall be the date used to determine the refund. A premium credit will be calculated by using the following formula:

Premium credit =  $0.80 \times [(Rx(R+1))/(Tx(T+1))] \times P$ , 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 full months; and P= the Premium paid by the Borrower.
A cancellation fee of \$75.00 will be deducted from the premium credit and the balance, if in excess of \$5.00, will be refunded. (The cancellation fee will be charged only once per Certificate.)

If the Insurer receives proof from the Creditor that the Loan has been extinguished, the premium refund will be paid directly to You, otherwise the premium refund will be paid to the Creditor to be applied 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 above.

#### **B. BENEFIT LIMITATIONS.**

If You are insured with respect to more than one Loan, or under more than one Group Policy issued by the Insurer, the Insurer will reduce the Benefit(s) otherwise payable in order to ensure that the total of Benefit payments

- yments
  under all certificates issued by the Insurer and bearing Group Policy
  Number GC960 does not exceed the Plan Maximum;
  under all certificates issued by the Insurer does not exceed the
  amount of the Loan(s) on the Date Insurance Begins;
  under all certificates issued by the Insurer, not limited to those
  bearing Group Policy Number GC960, does not exceed \$500,000;
- under all certificates issued by the Insurer, not limited to those bearing Group Policy Number GC960, does not exceed \$5,000 per

#### C. 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

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 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 require such access for the above-mentioned purposes, and to persons authorized by law.