

# Specialty Life Final Expense Policy

Underwritten by:  
Chubb Life Insurance Company of Canada

CHUBB®

# Policy Schedule

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<b>Policy Number</b>	«POLICY»
<b>Insured Person</b>	«FORMALNAME»
<b>Address of the Insured Person</b>	«ADDR3», «ADDR4» «CITY» «PROVINCE» «POSTCODE»
<b>Date of Birth</b>	«DOB»
<b>Insured Persons Gender</b>	«SEX»
<b>Insured Persons Smoking Status</b>	<<Smoker or Non>>
<b>Effective Date</b>	«EFFDATE»
<b>Expiry Date</b>	The Premium Due Date following the date you turn age 100.
<b>Death Benefit Amount</b>	«BENAMT_MI
<b>Premium</b>	\$«BASEPREMIUM» «BILLFREQ» Premiums cannot be increased for any one single policy but are subject to change by Class Grouping.
<b>Premium Due Date</b>	«EFFDATE»
<b>Beneficiary</b>	«BNF» The beneficiary of any payable benefits for dependent children (where Dependent Child coverage is in force) will be the Insured Person
<b>Child Rider Benefit Amount</b>	Not Applicable
<b>List of Dependent Children</b>	Not Applicable

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## Insuring Agreement

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In consideration of the application for insurance, copy included herein, and of the payment of premiums when due as outlined in the policy schedule, we have issued this policy to you. We agree to pay the benefits described in this policy, subject to all of its terms, conditions and limitations.

This policy goes into effect on the effective date shown in the policy schedule, on the condition that the information provided in the application for insurance remains true and complete on such effective date and also at the time that you accept delivery of this policy, and provided the initial premium is paid when due.

In this policy, “you” or “your” means the Insured Person, and “we”, “us” or “our” means Chubb Life Insurance Company of Canada. (“Chubb Life”.)

To help you understand the insurance terms used in this policy, refer to the explanations described under the “*Terms used in this policy*” section and your policy schedule.

It is important that you read your entire policy carefully so you understand how this insurance works and so that you can evaluate if it suits your needs. If additional information about this insurance is required, please contact the Administrator at 1-844.335.5588 weekdays from 8:00 a.m. to 5:00 p.m. Eastern Standard Time (“EST”).



**John Alfieri, President**

Chubb Life Insurance Company of Canada  
199 Bay Street, 24th Floor, Toronto, Ontario, M5L 1E2

### **Right to Examine Policy for 30 Days**

You are allowed 30 days from the date you receive this policy to review it and to return it to us if you do not find it satisfactory. If you return it to us within this 30 day period, the policy will be cancelled as if it had never been in effect and any premium paid will be refunded to you. To cancel your policy, send your request in writing to: Specialty Life Insurance, 8000 Jane Street, Tower A, Suite 101, Concord, Ontario L4K 5B8

## When Will This Insurance Coverage Start?

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Subject to the terms and conditions of this policy, the insurance coverage under this policy begins on the effective date subject to the following conditions:

- The information provided by you in the application for insurance remains true and complete on the effective date;
- The information provided by you in the application remains true and complete at the time that you accept delivery of this policy; and
- You pay the first premium when due.

If all of these conditions are not met, this policy does not come into effect.

## When Will This Insurance Coverage End?

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- The insurance coverage under this policy ends on the earliest of the following dates: The date the insured person named in the policy schedule dies;
- The effective date of your request to cancel this policy. Refer to the section entitled “*Cancellation by you*”;
- The end of the grace period if the premium remains unpaid. Refer to the section entitled “*Grace period*”; or
- The expiry date as set out in the policy schedule.

## When Will We Pay the Death Benefit?

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Subject to the terms and conditions of this policy, we will pay the death benefit provided under this policy to the beneficiary.

- If the insured person dies while this policy is in force and his or her death is not an accidental death, we will pay the death benefit set out in the policy schedule.
- If the insured person dies while this policy is in force and his or her death is an accidental death, we will pay 4 times the amount of the death benefit set out in the policy schedule.

Only one death benefit is payable for the death of an insured person.

There are certain limitations and exclusions that apply: please see the “When we will not pay” section of this policy.

## When We Will Not Pay the Death Benefit

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We will not pay any death benefit if:

- a) a death that occurs, within 2 years from the effective date or latest reinstatement, is not an accidental death; or
- b) the insured person commits suicide while sane or insane within 2 years from the effective date or latest reinstatement.

Accidental death does not include death which is caused directly or indirectly by one or more of the following:

1. a sickness;
2. suicide or intentionally self-inflicted injury, while sane or insane;
3. the misuse of medication, or the abuse of drugs or intoxicants, or from having a blood alcohol level of 80 milligrams of alcohol in 100 millilitres of blood or more;
4. committing or attempting to commit a criminal offence, or while in prison;
5. medical or surgical treatment or complications arising from the treatment, except when required as a direct result of an injury;
6. participation as a paid professional in sports, or participation in any organized motorized contest of speed, or other hazardous activities such as, scuba diving, rock or cliff climbing, boxing, sky diving, parachuting, hang-gliding or bungee jumping;
7. air travel, other than as a fare-paying passenger in a commercially licensed aircraft; or
8. declared or undeclared war, or any act of war, terrorism, riot or insurrection, or service in the armed forces of any country, government or international organization.

We also will not pay any death benefit if this policy is declared void due to a material omission, misrepresentation or in the event of fraud.

Except in the case of fraud, if we declare the policy void, we will refund premiums paid by you from either the effective date of the policy or the latest reinstatement of the policy.

## Misrepresentation

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If you have incorrectly stated, misrepresented or failed to disclose a material fact in your application for insurance, including in any written, telephonic or electronic statements provided as evidence of insurability, we may contest the validity of this policy. This means we can declare the policy void from the beginning.

However, except in the case of fraud, we will not challenge the validity of this policy after it has been in effect continuously for 2 years from the later of the effective date or the date the policy was last reinstated.

If there is evidence of fraud, we can declare the policy void, and will refund premium at any time. Fraud includes any misrepresentation about, or failure to disclose, information that is important to our decision to issue this policy at the premium rate we applied at the time the policy was issued.

## When Your Date of Birth or Gender is Misstated

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If your date of birth or gender has been stated incorrectly in the application of insurance, we will adjust the amount of benefits payable to the amount or total amount that would have been provided in exchange for the same premium you are paying using the correct age or gender. However, if we could not have issued this policy because the correct age does not meet our age requirements, we will declare this policy void and return all premiums paid to you.

## Premiums

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The premium you must pay to keep this policy in force is shown in the policy schedule. The premium due date is reflected on the policy schedule page. The premium rate is based on the insured person's class grouping and death benefit amount selected by you.

Premiums are due to us and must be paid on the premium due date, subject to the *Grace period* section below.

### **Change of Premium**

We may increase or decrease your premium. We will only change your premium if a change is being made to all insured person's in the same class grouping. No one individual insured person will ever be singled out for a premium rate change.

At least 45 days prior written notice of any change in premium will be given to you. We can only change your premium once in any 12-month period.

## Grace Period

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A grace period of 30 days from the premium due date will be granted to you for the payment of the premium. During such grace period, coverage under this policy shall continue in force, but you will be liable to us for the payment of the premium that accrues during such period. If you do not pay the overdue premium and any premium falling due within the grace period, this policy and the coverage will automatically end without notice to the Insured or any other person. If your policy ends this way, it is called a lapse.

## Reinstating Your Policy

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If your policy lapsed due to non-payment of premium, you may apply to have it put back into effect. The policy may be reinstated within 30 days of the end of the grace period, by paying to us all overdue Premiums.

If this policy is reinstated, the 2 year period for contesting the validity of this policy and any limitations and exclusions begin anew from the date of reinstatement, as set out in the sections entitled "*When we will not pay*" and "*Misrepresentation*".

## Beneficiary

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We will pay benefits under this policy for your loss of life to the beneficiary you name, as set out in the policy schedule. If you make changes, we pay the beneficiary named in your latest written change request you provide to us. You can make a change at any time before your death. If the beneficiary designation is irrevocable, you cannot change it without the beneficiary's consent. If there is no beneficiary entitled that survives you, we will make the loss of life benefit payment to your estate.

All other benefits payable under this policy, including those payable for injury to your insured dependent child, will be paid to you.

## Making a Claim

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To make a claim, the person making the claim will need to contact the Administrator at the toll free telephone number shown below. The Administrator will send the claimant the appropriate forms to be completed. The person making the claim must complete the forms and give us the information required to assess the claim.

Doctors may charge a fee to complete certain forms. The person making the claim is responsible for any fees for this information.

The completed claim forms and supporting information must be sent to the Administrator at the following address:

Specialty Life Insurance  
8000 Jane Street, Tower A, Suite 101  
Concord, Ontario L4K 5B8

Toll-Free Number 1-844.335.5588

This policy must be in effect on the date of loss. You must send the claim form and supporting documentation within one year of the date a claim arises under this policy.

For further information about claims, refer to the section of this policy entitled “*Statutory Conditions*”

## Cancelling Your Policy

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**Cancellation by You** – You may cancel this policy at any time by giving written notice to The Administrator at our address shown on the last page of this policy. The effective date of your request to cancel this policy will be the date we receive your cancellation notice. If you cancel your policy within 30 days from the date you receive this policy, any premium paid will be refunded to you. If you cancel your policy any time after this, any premium paid after we receive notice of your cancellation will be refunded to you on a pro-rated basis ( if premiums have been paid annually).

**Non-Cancellable by Us** – We cannot cancel your policy before the expiry date. However, in certain circumstances of misrepresentation or non-disclosure, we may declare the policy void. Refer to the sections entitled “*Misrepresentation*” and “*When your date of birth or gender is misstated*”.

**Automatic Termination** – Your coverage under this policy will automatically terminate immediately and without notice or further action by us, on the earliest of:

1. the premium due date following your 100th birthday;
2. the date the required premium is not paid when due after expiry of the grace period; or
3. the date of the insured person’s death.

## Other Important Information

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**Currency** – All references to dollars in this policy mean Canadian dollars.

**Non-Participating Insurance** – This policy is not participating. This means that you do not share in the distribution of any of our profits or surpluses under this policy.

**Cash Value** – This policy has no cash value.

**Assignment** – Your rights or benefits under this policy may not be assigned.

**Notices** – Any official notices to us, like cancellation notices, must be in writing and be delivered or sent by mail to us at our address shown. Notices from you or a claimant should include this policy number and your name and address.

**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. All other terms and conditions of the policy remain unchanged.

**Legal Actions** – 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 other legislation applicable in your province of residence.

## Statutory Conditions

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### 1. The Contract

The application, this policy, any document attached to this policy when issued and any amendment to the contract agreed on in writing after this policy is issued constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

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

### 2. Material Facts

No statement made by the insured or a person insured at the time of application for the contract may be used in defense of a claim under or to avoid the contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

### 3. Notice and Proof of Claim

- a. The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, must
  - i. give written notice of claim to the insurer
    1. by delivery of the notice, or by sending it by registered mail, to the head office or chief agency of the insurer in the province, or
    2. by delivery of the notice to an authorized agent of the insurer in the province, not later than 30 days after the date a claim arises under the contract on account of an accident, sickness or disability,
  - ii. within 90 days after the date a claim arises under the contract on account of an accident, sickness or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of
    1. the happening of the accident or the start of the sickness or disability;
    2. the loss caused by the accident, sickness or disability;
    3. the right of the claimant to receive payment;
    4. the claimant's age; and
    5. if relevant, the beneficiary's age, and
  - iii. if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident for which claim is made under the contract.
- b. Failure to give notice of claim or furnish proof of claim within the time required by this condition does not invalidate the claim if:
  - i. the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year after the date of the accident; or
  - ii. in the case of the death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration.

### 5. Insurer to Furnish Forms for Proof of Claim

The insurer must furnish forms for proof of claim within 15 days after receiving notice of claim, but if the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

### 6. Rights of Examination

As a condition precedent to recovery of insurance money under the contract,

- a. the claimant must give the insurer an opportunity to examine the person of the person insured when and as often as it reasonably requires while a claim is pending, and
- b. in the case of death of the person insured, the insurer may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.

### 7. When Money Payable Other than for Loss of Time

All money payable under the contract, other than benefits for loss of time, must be paid by the insurer within 60 days after it has received proof of claim.



## Protecting Your Personal Information

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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](http://Chubb.com/ca)

## Complaint Procedures

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If an Insured has a complaint or inquiry about any aspect of this insurance coverage, please call 1-877-534-3655 between 8:00 a.m. and 8:00 p.m. (ET), Monday to Friday.

If for some reason the Insured is not satisfied with the resolution to their complaint or inquiry, the Insured may communicate their complaint or inquiry in writing to Our complaints officer:

Chubb Insurance Company of Canada  
199 Bay Street, Suite 2500  
P.O. Box 139 Commerce Court Postal Station  
Toronto, ON M5L 1E2  
Email: [complaintscanada@chubb.com](mailto:complaintscanada@chubb.com)

If the Insured is still not satisfied with the resolution to their complaint or inquiry, the Insured may communicate their complaint or inquiry in writing to:

OmbudService for Life & Health Insurance  
20 Adelaide St. East, Suite 802, P.O. Box 29 Toronto, Ontario M5C 2T6

### Terms Used in This Policy

Some words that are used in this policy have very specific meanings that are introduced in the text, set out in the policy schedule or defined below.

**“Accident”** means a sudden, unforeseen and unintentional event, which causes injury.

**“Administrator”** means Specialty Life Insurance, based at 8000 Jane Street, Tower A, Suite 101, Concord, Ontario L4K 5B8 TEL: Toll-Free 1-844.335.5588. The “Administrator” is responsible for sales, marketing and claims administration.

**“Beneficiary”** means the person or persons you name in writing to receive the death benefit when the insured person dies.

**“Class grouping”** means a group of insured persons by occupation, age, gender and/or province or territory of residence.

**“Dependent child”** means either your natural child, adopted child or step-child. Your dependent child must be:

- a. under 21 years of age, unmarried and dependent on you for support, and who is not engaged in gainful employment more than 25 hours per week; or
- b. under 26 years of age, unmarried and in attendance at a post-secondary school, dependent on you for support, and who is not engaged in gainful employment more than 25 hours per week; or
- c. by reason of mental or physical illness, is incapable of self-sustaining employment and is considered a dependent child within the terms of the Income Tax Act (Canada).

If a dependent child is insured under this policy, his or her name will be set out on the policy schedule as an insured dependent child.

**“Doctor”** means a licensed doctor recognized by the College of Physicians and Surgeons in the province or country in which the treatment is rendered. The doctor must be someone other than a member of your immediate family.

**“Effective date”** means the date coverage begins as set out under “Effective Date” in the policy schedule.

**“Hospital”** means a facility that holds a valid license as a hospital (if required by law) and which meets all of the following requirements:

- a. operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- b. provides 24 hour a day nursing service by registered or graduate nurses;
- c. has a staff of one or more licensed doctors available at all times;
- d. provides organized facilities for diagnosis and surgical facilities; and
- e. is not primarily a clinic, nursing home or convalescent home or similar establishment nor, other than incidentally, a place for alcoholics or drug addicts

**“Immediate family”** includes your spouse, parent or stepparent, child or stepchild, brother or sister, stepbrother or stepsister, brother-in-law or sister-in-law, mother-in-law or father-in-law, and son-in-law or daughter-in-law.

**“Injury”** means bodily injury resulting directly and independently of all other causes from an accident, which is caused by external, violent and visible means and sustained while you are covered under this policy. Injury must result within a 365 day period after the date of the accident.

**“Insured person”** means the person who applied for this policy and whose name appears as the “Insured Person” on the policy schedule, as well as the listed “Insured Dependent Child” on the policy schedule.

**“Policy”** is this policy document for the insurance coverage on the life of the insured person. This policy includes any amendment or endorsement that we attach to this document.

**“Policy schedule”** means the policy schedule which is attached to and forms a part of this policy.

**“Premium due date”** means the effective date for the initial premium due, and the first day of each and every month thereafter.

**“Sickness”** means a disease, illness or bodily or mental infirmity of any kind.

Specialty Life Final Expense Insurance  
Underwritten by Chubb Life Insurance Company of Canada  
Administered by:  
Specialty Life Insurance,  
8000 Jane Street, Tower A, Suite 101,  
Concord, Ontario L4K 5B8  
TEL: Toll-Free Number 1-844.335.5588

(INSERT ISI LOGO HERE)