# Accidental Death & Dismemberment Insurance

For the Participants of: Hockey Balle Quebec



Policy Number SG30107901

Underwritten by: Chubb Life Insurance Company of Canada

Effective Date: February 01, 2018

This brochure has been prepared in connection with a group plan underwritten by Chubb Life Insurance Company of Canada ("Chubb Life"). For ease of reference it contains a brief description only and does not mention every provision of the contract issued. Please remember that rights and obligations are determined in accordance with the contract and not this brochure. For the exact provisions applicable, please consult your Employer.

## COVERAGE

Chubb Life will pay the benefits described in the policy for any accident which happens while an Insured Person is participating in a practice session or game of a sport program offered by the Policyholder, which session or game is approved by and under the supervision of proper authority of the Policyholder.

Coverage includes travelling as a group with 3 or more Insured Persons of the team, directly to or from such practice session or game.

## ELIGIBILITY

All participants whose names are on file with the Policyholder. Total Disability – Weekly Accident Indemnity is applicable to participants under age 65.

#### BENEFIT AMOUNT

Flat \$10,000

In the event of your death, the benefit amount is payable to your Estate.

## SCHEDULE OF LOSSES

## **Accidental Death & Dismemberment**

If such injuries shall result in any one of the following specific losses within one year from the date of the accident, Chubb Life will pay the percentage of the benefit amount, based on the amount stated under the benefit amount section, however, that not more than one (the largest) of such benefits shall be paid with respect to injuries resulting from one accident.

# **Percentage of Benefit Amount** Loss of Both Arms, Both Hands, Both Legs or Both Feet......200% Loss of Use of Both Arms, Both Hands, Both Legs or Both Feet ......200%

Loss of Use of One Hand or One Foot	75%
Loss of Entire Sight of One Eye	
Loss of Speech or Hearing in Both Ears	
Loss of Thumb and Index Finger of Same Hand	
Loss of Use of Thumb and Index Finger of Same Hand	
Loss of Four Fingers of Same Hand	
Loss of Hearing in One Ear	
Loss of All Toes of Same Foot	

"Loss" shall mean with respect to hand or foot, the actual severance through or above the wrist or ankle joint; with respect to arm or leg, the actual severance through or above the elbow or knee joint; with respect to eye, the total and irrecoverable loss of sight; with respect to speech, the total and irrecoverable loss of speech which does not allow audible communication in any degree; with respect to hearing, the total and irrecoverable loss of hearing which cannot be corrected by any hearing aid or device; with respect to "Loss of Thumb and Index Finger of Same Hand" or "Loss of Four Fingers of Same Hand", the actual severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand); with regard to toes, the actual severance through or above the metatarsophalangeal joints (the joints between the toes and the foot) of the same foot. If the insured suffers complete severance of a hand, foot, arm or leg as described above, the Chubb Life Insurance will pay the amount specified in the Schedule of Losses if the severed limb is surgically reattached, whether successful or not.

**"Loss"** as used with reference to quadriplegia (paralysis of both upper and lower limbs), paraplegia (paralysis of both lower limbs), and hemiplegia (total paralysis of upper and lower limbs of one side of the body), means the complete and irrecoverable paralysis of such limbs, provided such loss of function is continuous for 180 consecutive days and such loss of function is thereafter determined on evidence satisfactory to Chubb Life to be permanent.

"Loss of Use" shall mean the total and irrecoverable loss of function of an arm, hand, foot, leg or thumb and index finger of same hand provided such loss of function is continuous for 12 consecutive months and such loss of function is thereafter determined on evidence satisfactory Chubb Life to be permanent.

"Brain Death" means irreversible unconsciousness with total loss of brain function; and complete absence of electrical activity of the brain, even though the heart is still beating.

All benefits that are payable at 200% of the Principal Sum are subject to an all policies combined maximum benefit amount of \$1,000,000.

# **Permanent Total Disability**

After one year of "continuous total disability" and if the Insured Person is then "permanently and totally disabled", Chubb Life will pay a Permanent Total

Disability Benefit equal to \$10,000 less payments, if any, made under the Schedule of Losses on account of such injuries.

"Continuous total disability", which must result from such injuries and commence within 30 days after the date of accident, means the Insured Person's complete inability during the first year thereof to perform the substantial and material duties of his occupation.

"Permanently and totally disabled" means Injury which prevents an Insured Person from performing at least two (2) of the six (6) Activities of Daily Living, without assistance from another person. Also, the Insured Person must be determined on evidence satisfactory to Chubb Life, to be and remain, as of twelve (12) months after the date of the Injury, incapable of performing at least two (2) of the six (6) Activities of Daily Living without assistance from another for the remainder of his or her life. The disability must be determined to be total, permanent, and irreversible and certified to be such by a Physician acceptable to Chubb Life. The Insured Person's inability to actually obtain employment is not a criteria to qualify for the Permanent and Total Disability benefit.

Activities of Daily Living" means the following six (6) activities:

- Maintaining continence: controlling urination and bowel movements, including the ability to use ostomy supplies or other devices such as catheters:
- 2. *Transferring*: moving between a bed and a chair, or a bed and a wheelchair;
- 3. *Dressing*: putting on and taking off all necessary items of clothing;
- 4. *Toileting*: getting to and from a toilet, getting on and off a toilet, and performing associated personal hygiene;
- 5. Eating: performing all major tasks of getting food into the body; and
- 6. *Bathing*: washing in either a tub or shower, including the task of getting in or out of the tub or shower.

# **Total Disability – Weekly Accident Indemnity**

If within 30 days from the date of accident such injuries totally disable you, Chubb Life will pay weekly indemnity in the amount of 70% of gross weekly earnings to a maximum of \$100 per week for such continuous total disability from the first day, and you were seen by a physician for the consecutive period thereof not exceeding a maximum of 52 weeks, during which you are unable to perform the substantial and material duties of your occupation.

The payment of weekly indemnity shall terminate upon the occurrence of any loss for which indemnity is payable under Accidental Death & Dismemberment or Permanent Total Disability, but the amount paid hereunder shall be in addition to and not reduce any benefits otherwise payable under Accidental Death & Dismemberment or Permanent Total Disability.

# **Recurrent Disability**

Your disability will be considered to be a recurrence of previous disability provided all the following conditions are met:

- a. You have received Weekly Indemnity Benefits payable under the policy.
- b. You become disabled again with 30 days of having returned to active employment on a full-time basis.

The subsequent disability is due to an injury which is directly related to the cause of the immediately preceding disability.

If the disability is considered to be recurrent, the Weekly Indemnity Benefit is subject to all the provisions of this benefit with the following exceptions:

- a. You're entitled to the commencement of the Weekly Indemnity Benefit on the date the disability recurred.
- b. The Weekly Indemnity Benefit will be based upon the same earnings level as at the original date of disability.

If the disability is not considered to be recurrent, all the provisions of the policy will apply as they would to a new claim.

## **Other Sources of Income**

While you are disabled, you may be eligible for income from other sources. If so, Chubb Life may reduce the Weekly Indemnity Benefits payable by the amount of such other income so that total income from all sources does not exceed 70% of gross pre-disability income. Other sources of income include:

- a. any benefits payable under the Employment Insurance Act;
- b. any disability benefits payable under the Canada/Quebec Pension Plans;
- c. any work loss provision in mandatory "No Fault" auto insurance, if the reduction is permitted by law;
- d. any workers' compensation benefits;
- e. any wage or salary for work performed.

# **Accident Medical Reimbursement Expense**

Chubb Life shall pay the expenses, except expenses which have been recovered from or which could have been recovered from:

- a) any Provincial Hospital Insurance Plan and/or
- b) any other group or individual insurance contract or health plan incurred by the Insured Person for the necessary following services while under the regular care and attendance of a legally qualified physician or surgeon, other than the Insured Person:

- (1) Private duty nursing by a licensed graduate nurse (R.N.) or other recognized attendant care person who does not ordinarily reside in the Insured Person's home or is not a member of his/her immediate family;
- (2) Transportation, recommended by a legally qualified physician or surgeon, when such service is provided by a professional ambulance service;
- (3) Hospital Care for semi-private room and board, up to \$75 a day over the cost of standard ward care;
- (4) Rental of a wheelchair, iron lung and other durable equipment for therapeutic treatment, not to exceed the purchase price prevailing at the time rental becomes necessary;
- (5) Reasonable and customary charges for a chiropractor, osteopath, chiropodist, naturopath, podiatrist, physiotherapist, speech and massage therapist if Provincial Healthcare benefits have reached their maximum;
- (6) Drugs and medicines which legally require a written prescription and prescribed by a legally qualified physician or surgeon and dispensed by a pharmacist;
- (7) Expenses for hearing aids, crutches, splints, casts, cast materials, trusses and braces or other orthotic or prosthetic devices if prescribed by a legally qualified health care practitioner.

These services must be furnished to such Person within two years after the date of the accident as the result of injury, provided that:

- a) the first such expense incurred within twenty-six weeks after the date of the accident; and
- b) with respect to all such expenses incurred as the result of one accident, such payment shall be the lesser of the actual expenses incurred to a maximum benefit of \$10,000, as applicable to such Person and this benefit.

The term "Provincial Hospital Insurance Plan" means a hospital insurance plan established pursuant to the Hospital Insurance and Diagnostic Services Act of Canada.

# **Accident Dental Expense**

When injury to whole and sound teeth shall, within 30 days from the date of the accident, require treatment, replacement or x-rays by a legally qualified dentist or dental surgeon, Chubb Life will pay the necessary expense actually incurred therefore by or behalf of an Insured Person within 52 weeks after the date of the accident, not to exceed in the aggregate the amount of Dental Expense of \$5,000 as the result of any one accident.

Teeth which have been capped or crowned shall, for purposes of the policy, be considered whole and sound except where they have undergone endodontics treatment. If an injury to a capped or crowned tooth causes damage to the remaining tooth structure requiring the preparation of a new cap or crown Chubb Life shall cover the cost of treatment necessitated thereby. If a cap or crown is damaged or dislodged without injury to the remaining tooth structure, the policy shall not cover the cost of treatment necessitated thereby.

Any payments made under this section shall be in accordance with the schedule of fees published by the Dental Association in the Province or territory of the Insured Person's residence.

## Fracture Benefit

When injury results in any of the fractures and dislocations listed in the following schedule, Chubb Life will pay the amount specified for such, up to a maximum of \$500, and not more than one such indemnity, the largest, shall be payable as the result of any one accident.

# For complete fracture (including Greenstick type fracture)

Of the Skull (depressed)	100%
Of the Skull (not depressed)	33%
Of the Spine (one or more vertebrae)	50%
Of the Jawbone (mandible or maxilla)	33%
Of the Thigh (femur)	33%
Of the Pelvis	33%
Of the Knee Cap	27%
Of the Lower Leg	25%
Of the Shoulder Blade	25%
Of the Ankle (small bones)	25%
Of the Wrist (small bones)	25%
Of the Forearm (compound or comminuted)	23%
Of the Forearm (not compound)	12%
Of the Sacrum or Coccyx	
Of the Sternum	
Of the Arm, between the Elbow and Shoulder	17%
Of the Collarbone	12%
Of the Nose	12%
Of two or more Ribs	
Of one Hand (one or more metacarpals)	8%
Of one Foot (one or more metatarsals)	8%
Of the Facial Bones	8%
Of one Rib	5%
Of any Bone not specified above	3%
For Complete Dislocation	

Of the Wrist	17%
Of the Ankle	
Of the Elbow	12%
C	
Severance of tendon or tendons	
Heel (Achilles)	22%
Ankle	
Knee	18%
Foot (not toes)	
Elbow	
Wrist	12%
Hand (including fingers)	12%
ng. 11	
Miscellaneous	
Ruptured kidney (operative)	27%
Ruptured liver (operative)	
Ruptured spleen (operative)	
Punctured lung – with open surgery	-
Burns – requiring one or more skin grafts	
Knee-injured and requiring surgery	
(when there is no fracture or dislocation)	22%
Bone operation – injured portion removed	
(when there is no fracture or dislocation)	20%

## **EXCLUSIONS**

The plan does not cover any loss, which is the result of:

- a. Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane:
- b. Declared or undeclared war, or any act or war, terrorism, riot or insurrection, or service in the armed forces of any country, government or international organization thereof:
- c. Travel or flight in an aircraft owned or leased by the Policyholder, an Insured or a member of an Insured's household, or aircraft being used for any test or experimental purpose, firefighting, power line inspection, pipeline inspection, aerial photography or exploration except to the extent such travel or flight is provided in the "Hazards Insured Against" section of the Accidental Death & Dismemberment portion of the policy;
- d. Losses occurring while the Insured Person is serving on full-time active duty in the Armed Forces of any country or international authority (any premium paid to be returned by Chubb Life pro-rata for any such period of full-time active duty);
- e. 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.

#### EXPOSURE AND DISAPPEARANCE

Loss resulting from unavoidable exposure to the elements shall be covered to the extent of the benefits afforded you.

If your body has not been found within one year of disappearance, stranding, sinking or wrecking of the conveyance in which you were riding at the time of the accident, it shall be presumed, subject to all other conditions of this policy, that you suffered a loss of life resulting from bodily injuries sustained in an accident covered under this policy.

## HOW TO CLAIM

In the event of a claim, claim forms can be obtained from the Plan Administrator.

Notice of claim must be given to Chubb Life within 30 days from the date of the accident, the beginning of the disability or after the survival period, and subsequent proof of claim must be submitted to Chubb Life within 90 days from the date of the accident or after survival period.

Failure to give notice of claim or furnish proof of claim within the time prescribed in the policy condition will not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible and if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed. In no event, will Chubb Life accept notice of claim beyond one (1) year.

## **GENERAL PROVISIONS**

## Beneficiary

An Insured Person has the right to name a beneficiary when he applies for insurance.

If, upon the death of the Insured Person, there is no surviving beneficiary, the benefit shall be payable in one sum to the Estate of the Insured Person.

All other indemnities of the policy will be payable to the Insured Person.

An Insured Person can change his beneficiary at any time, where permitted by law. Chubb Life assumes no responsibility for the validity of such designation or change of beneficiary.

The beneficiary designation made by the Insured Person (if any) under the replaced policy has been retained. The Insured Person should review the existing designation to ensure it reflects his/her current intention.

The policy contains a provision removing or restricting the right of the Insured Person to designate persons to whom or for whose benefit insurance money is to be payable.

## **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, Limitations Act, 2002 or other applicable legislation in the Insured's province of residence.

# **Change of Insurer**

An Insured Person under a former policy may not be excluded from the new policy or be denied benefits solely because of a pre-existing condition limitation that was not applicable or that did not exist in the former policy, or because the person is not at work on the date of coming into force of the new policy.

The Insured Person and any claimant under the policy has the right, as determined by law applicable in the Insured Person's province of residence, to obtain a copy of his/her application, any written evidence of insurability (as applicable) and the Policy, on request, subject to certain access limitations.

0118

