

CHUBB

## Basic Accidental Death & Dismemberment Insurance

For the Members of:  
The Trustees of the Local 353  
I.B.E.W Trust Funds

Policy Number:  
AB10172801

Underwritten by:  
Chubb Life Insurance Company of Canada

Effective Date:  
October 1, 2016

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**

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The plan offers you full 24-hour protection against accidents, on or off the job, on business, on vacation, at home, regardless of your health history.

## **ELIGIBILITY**

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- (1) An employee is eligible on the later of:
  - (a) January 1, 1991; and
  - (b) The first date of the second month following the month in which he accumulates 450 bank hours within a period of not more than 4 consecutive months plus any period of time the employee is actively enrolled and attending a recognized trade school or programme.

## **BENEFIT AMOUNT**

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The Benefit amounts for each Class of Insured Persons are shown below. The amounts specified shall apply to each Insured Person per accident, subject to all terms of the policy having reference thereto. If no benefit amount is shown, then the class is not covered for that benefit.

Class I: Active Member - Flat \$150,000

Class II: Retired Employees - Flat \$10,000

Class III: Spouses of Class I & Class II Insured Person  
Flat \$40,000 for spouses of Class I Employees  
Flat \$4,000 for spouses of Class II Retired Employees

Class IV: Dependent Children of Class I & Class II Insured Person  
Flat \$10,000 for dependent children of Class I Employees  
Flat \$1,000 for dependent children of Class II Retired Employees

Class VII: Voluntary Member (self-paying with benefits limited to two years)  
Flat \$150,000

Class VIII: Voluntary Retirees - Flat \$10,000

In the event of your death, the benefit amount is payable to the beneficiary you have named under your Group Life Insurance Plan or in the absence of such designation, to your Estate.

## SCHEDULE OF LOSSES

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### Accidental Death & Dismemberment

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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.

	<b>Percentage of Benefit Amount</b>
Loss of Life.....	100%
Loss of Entire Sight of One Eye .....	100%
Loss of One Arm or One Leg .....	100%
Loss of Use of One Arm or One Leg .....	100%
Loss of One Hand or One Foot .....	100%
Loss of Use of One Hand or One Foot .....	100%
Loss of Speech and Hearing.....	100%
Brain Death .....	100%
Loss of Use of Both Arms, Both Hands, Both Legs or Both Feet .....	200%
Loss of Both Hands or Both Feet.....	200%
Loss of Entire Sight of Both Eyes.....	200%
Loss of One Hand and One Foot.....	200%
Loss of Use of One Hand and One Foot .....	200%
Loss of One Hand and Entire Sight of One Eye.....	200%
Loss of Use of One Hand and Entire Sight of One Eye.....	200%
Loss of One Foot and Entire Sight of One Eye.....	200%
Loss of Use of One Foot and Entire Sight of One Eye.....	200%
Quadriplegia .....	200%
Paraplegia .....	200%
Hemiplegia .....	200%
Loss of Speech or Hearing .....	66 2/3%
Loss of Thumb and Index Finger of Same Hand .....	33 1/3%
Loss of Four Fingers of Same Hand .....	33 1/3%
Loss of Hearing in One Ear .....	25%
Loss of All Toes of Same Foot .....	12 1/2%

“**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 thumb and index finger, the actual severance through or above the first phalange; with respect to fingers, the actual severance through or above the first phalange of all four fingers of the same hand; with regard to toes, the actual severance of both phalanges of all toes of the same foot. If an Insured Person suffers complete severance of a hand, foot,

arm or leg as described above, then Chubb Life Insurance will pay the amount specified in the Schedule of Losses even 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.

**“Loss of Use”** shall mean the total and irrecoverable loss of function of an arm, hand, foot, leg provided such loss of function is continuous for twelve consecutive months and such loss of function is thereafter determined on evidence satisfactory to Chubb Life Insurance 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.

### **Repatriation Benefit**

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When injuries covered by this plan result in a loss of life outside 150 kilometers from your city of permanent residence or outside Canada and the loss of life occurs within 365 days from the date of the accident, Chubb Life will pay the actual expense incurred for preparing the deceased for burial and shipment of the body to the city of residence of the deceased, but not to exceed \$15,000.

### **Rehabilitation Benefit**

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When injuries result in a payment being made by Chubb Life under any benefit excluding the Loss of Life Benefit, Chubb Life will also pay the reasonable and necessary expenses actually incurred up to a limit of \$15,000 for special training provided:

- (a) such training is required because of such injuries and in order for you to become qualified to engage in an occupation in which you would not have been engaged except for such injuries;
- (b) expenses are to be incurred within two years from the date of the accident;
- (c) no payment will be made for ordinary living, travelling, or clothing expenses.

### **Family Transportation Benefit**

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When injuries result in your confinement as an in-patient in a hospital outside 150 kilometers from your city of permanent residence or outside Canada and requires personal attendance of a member of your immediate family as recommended by the attending physician, in writing, Chubb Life will pay for the expense incurred by your family member, for the transportation by the most direct route by a licensed common carrier to you, while confined, but not to exceed an amount of \$15,000.

**“Member of your immediate family”** means your spouse, (legal or common-law), parents, grandparents, children over age 18, brother, or sister.

### **Spousal Occupational Training Benefit**

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When injuries to you result in a payment being made by Chubb Life under the Loss of Life Benefit, Chubb Life will pay in addition, the expenses actually incurred, within 365 days from the date of the accident, by your spouse for a formal occupation training program for the purpose of specifically qualifying your spouse to gain active employment in an occupation for which your spouse would otherwise not have sufficient qualifications. The maximum payable hereunder is \$15,000.

### **Home Alteration and Vehicle Modification Benefit**

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In the event you sustain an injury which results in a payment being made under the Schedule of Losses, excluding the Loss of Life Benefit, and such injury subsequently requires the use of a wheelchair to be ambulatory, Chubb Life will pay the reasonable and necessary expenses actually incurred within 365 days from the date of the accident for:

1. the one-time cost of alterations to your principal residence to make it wheelchair accessible and habitable; and
2. the one-time cost of modifications necessary to a motor vehicle utilized by you to make the vehicle accessible or operable for you.

Benefit payments herein will not be paid unless:

- (i) home alterations are made by a person or persons experienced in such alterations and recommended by a recognized organization, providing support and assistance to wheelchair users; and
- (ii) vehicle modifications are carried out by a person or persons with experience in such matters and modifications are approved by the Provincial vehicle licensing authorities.

The maximum amount payable under both items 1 and 2 shall be the greater of \$10,000 or 10% of your benefit amount to a maximum of \$50,000.

### **Day Care Benefit**

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If you suffer a loss of life in a covered accident while the policy is in force, Chubb Life will pay, in addition to all other benefits payable under the policy a “Day Care Benefit” equal to the reasonable and necessary expenses actually incurred, subject to the lesser of 5% of your benefit amount or a maximum of \$5,000 per year, on behalf of your dependent child who is enrolled in a legally licensed day care centre on the date of the accident or who enrolls in a legally licensed day care centre within 365 days following the date of the accident. The “Day Care Benefit”

will be paid each year for 4 consecutive years, but only upon receipt of satisfactory proof that your child is enrolled in a legally licensed day care centre.

**“Dependent Child”** means either a legitimate or illegitimate child, adopted child, step-child or any child who is in a parent-child relationship with you and who is 12 years of age and under and dependent upon you for maintenance and support.

### **Special Education Benefit**

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If you suffer a loss of life in a covered accident while the policy is in force, Chubb Life will pay, in addition to all other benefits payable under this policy, a “Special Education Benefit” up to 5% of your benefit amount, (subject to a maximum of \$5,000 per year), on behalf of any dependent child who, on the date of the accident, is enrolled as a full-time student in any post-secondary institution beyond the 12th grade level, or was at the 12th grade level and subsequently enrolls as a full-time student in an institution of higher learning within 365 days following the date of the accident.

The **“Special Education Benefit”** is payable annually for a maximum of four consecutive annual payments but only if the dependent child continues his/her education as a full-time student in an institution of higher learning.

### **Seat Belt Benefit**

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In the event you sustain an injury which results in a payment being made under the Schedule of Losses, your Benefit amount will be increased by 10% to a maximum of \$25,000 if, at the time of the accident, you were driving or riding in a vehicle and wearing a properly fastened seat belt. Due proof of seat belt use must be provided as part of the written proof of loss.

**“Vehicle”** means a private passenger car, station wagon, van, or jeep-type automobile. **“Seat Belt”** means those belts that form a restraint system.

### **In-Hospital Confinement Monthly Income**

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In the event you sustain an injury which results in a payment being made under the Schedule of Losses excluding the Loss of Life Benefit and you are hospital confined as an in-patient and are under the care of a legally qualified and registered physician or surgeon other than himself, Chubb Life will pay for each full month, one percent of your Principal Sum, subject to a maximum benefit of \$2,500, or one-thirtieth of such monthly benefit for each day of partial month, retroactive to the 1st full day of such confinement but not to exceed 365 days in the aggregate for each period of hospital confinement.

**“Hospital”** as used herein means a legally constituted establishment which meets all of the following requirements: (1) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; (2) provides

24 hour a day nursing service by registered or graduate nurses; (3) has a staff of one or more licensed physicians available at all times; (4) provides organized facilities for diagnosis and surgical facilities; and (5) is not primarily a clinic, nursing home or convalescent home or similar establishment nor, other than incidentally, a place for alcoholics or drug addicts.

**“In-Patient”** means a person admitted to a hospital as a resident or bed-patient and who is provided at least one day's room and board by the hospital.

### **Identification Benefit**

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In the event accidental Loss of Life is sustained by you not less than 150 kilometers from your normal place of residence and identification of the body by a member of the immediate family has been requested by the police or a similar governmental authority, Chubb Life will reimburse the reasonable expenses actually incurred by such member for:

- a) transportation by the most direct route to the city or town where the body is located; and
- b) hotel accommodation in such city or town, subject to a maximum duration of three days.

The reimbursement of such expenses incurred is subject to the accidental loss of life indemnity being subsequently payable in accordance with the terms of this policy following the identification of the body as the Insured Person. The maximum amount payable will not exceed \$15,000 for all such expenses.

Payment will not be made for board or other ordinary living, travelling or clothing expenses, and transportation must occur in a vehicle or device operated under a license for the conveyance of passengers for hire.

### **Bereavement Benefit**

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When injuries covered by this policy result in loss of life within 365 days from the date of the accident, Chubb Life will pay the reasonable and necessary expenses actually incurred by the spouse and dependent children of the Insured Person for up to 6 sessions of grief counseling, by a Professional Counsellor, subject to a maximum of \$1,000.

“Professional Counsellor” means a therapist or counsellor who is licensed, registered or certified to provide such treatment.

### **Cosmetic Disfigurement**

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If, you suffer a third degree burn in a non-occupational accident, Chubb Life will pay a percentage of the Principal Sum depending on the area of the body which was burned according to the following table:



Body Part	(A) Area Classification	(B) Maximum allowable % for Area Burned	(C) Maximum % of Principal Sum Payable
Face, Neck, Head	11	9%	99%
Hand & Forearm	5	4.5%	22.5%
Either Upper Arm	3	4.5%	13.5%
Torso (Front or Back)	2	18%	36%
Either Thigh	1	9%	9%
Either Lower Leg (below knee)	3	9%	27%

The maximum percent of Principal Sum Payable (C) is determined by multiplying the Area Classification (A) by the Maximum Allowable percent for Area Burned (B). In the event of a 50% surface burn, the Maximum Allowable percent for Area Burned (B) is reduced by 50%. This table only represents the maximum percent of the Principal Sum payable for any one accident. If the Insured suffers burns in more than one area as a result of any one accident, benefits will not exceed a maximum of \$25,000.

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### **Extended Family Benefit**

If an Insured Employee, who had insured his Dependents, suffers loss of life in a covered accident, coverage will be extended for the Dependents for a maximum of twelve (12) months from the date of death, without premium payment.

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### **Continuance of Coverage**

If you are (1) laid off on a temporary basis, (2) temporarily absent from work due to short-term disability, (3) on leave of absence, or (4) on maternity leave, coverage shall be extended for 12 months, subject to the payment of premiums.

If you assume other occupational duties during the leave or lay-off period, no benefits shall be payable for a loss occurring during the performance of such other occupation.

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### **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.

## **CONVERSION PRIVILEGE**

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On the date of termination of employment or during the 31 day period following termination of employment, you may convert your insurance to an individual ACCIDENTAL DEATH AND DISMEMBERMENT only insurance policy of Chubb Life. The individual policy will be effective either as of the date that the application is received by Chubb Life or on the date that coverage under the group policy ceases, whichever occurs later. The premium will be the same, as a person would ordinarily pay when applying for an individual policy at that time. The amount of insurance benefit converted will not exceed that amount of issued during employment, up to a combined policy maximum of \$200,000. The individual policy will cover ACCIDENTAL DEATH and DISMEMBERMENT only.

## **WAIVER OF PREMIUM**

If you are under age 65 and become totally disabled\* while you are insured under this plan and satisfactory evidence of your total disability is provided to Chubb Life on an annual basis, the Company will then waive the payment of each premium which falls due with respect to the Insured Employee, subject to all the terms and conditions of the policy, except with respect to the non-payment of premium or the termination of the master policy, waiver of any premium as herein provided will continue with respect to the Insured Employee until age 65. If the Insured Employee ceases to be disabled and he/she returns to employment with the Policyholder and is a member of an eligible class, insurance with respect to the Insured Employee may be continued upon resumption of premium payments by the Insured Employee of the Policyholder.

“Total Disability” as used herein shall mean disability resulting from accident or sickness which:

- a) prevents engagement in any business or occupation and performance in any work for compensation or profit; and
- b) has existed continuously for a period of at least twelve (12) months or is in accordance with the waiver of premium requirements under the Policyholder’s Group Life Insurance Policy.

## **EXCLUSIONS**

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

1. intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
2. war or any act thereof;
3. flying in an aircraft owned or leased by your employer, yourself or a member of your household, or aircraft being used for any test or experimental purpose, firefighting, powerline inspection, pipeline inspection, aerial photography or exploration;
4. full-time, active duty in the armed forces.

5. flying as pilot or crew member in any aircraft or device for aerial navigation.

## **GENERAL PROVISIONS**

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### **Beneficiary**

An employee or any spouse has the right to name a beneficiary when he applies for insurance.

It is understood that the beneficiary designation made under the Policyholder's Group Life Insurance Policy shall be recognized as the beneficiary under the policy, unless a further designation has been made that specifically identifies the policy. Failing such designation, all benefits will be paid 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. The Company 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.

## **HOW TO CLAIM**

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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.

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**CHUBB**

Chubb Life is part of the Chubb group of insurance companies, with operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients.

Chubb Limited, the parent company of Chubb Life, is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index.