

# CHUBB®

CHUBB LIFE INSURANCE COMPANY OF CANADA

## Scotia Enhanced Critical Illness Insurance

### Certificate of Insurance

Please keep in a safe place.

Group Policy Number:  
SLG600211

Underwritten by:  
Chubb Life Insurance Company of Canada  
199 Bay Street, Suite 2500  
Toronto, Ontario M5L 1E2

® Scotia Insurance is a registered trademark of The Bank of Nova Scotia, used under license by BNS Insurance Agency Inc. ("BNSIA").

Scotia Enhanced Critical Illness Insurance is arranged for by BNSIA and serviced by Chubb Life Insurance Company of Canada ("Chubb Life"). Policies are underwritten, and claims are handled by, Chubb Life. Eligibility requirements, limitations, exclusions or additional costs may apply and/or may vary by province or territory.

**Scotia Insurance®**  
BNS INSURANCE AGENCY

**Table of Contents**

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**Schedule of Coverage .....Error! Bookmark not defined.**

**Insurer Agreement.....4**

**Right to Examine Certificate for 30 Days.....4**

**About Your Insurance.....5**

**Description of Benefits.....5**

**General Exclusions .....6**

**Premiums .....7**

**Reinstating Your Certificate.....8**

**Beneficiary .....9**

**How to Submit a Claim .....9**

**Cancelling Your Coverage ..... 10**

**General Provisions ..... 11**

**Complaint Procedures.....12**

**Terms Used in this Certificate.....13**

**Description of Insured Conditions .....15**

**PRE-AUTHORIZED DEBIT (PAD) AGREEMENT .....19**

**ENROLMENT CONFIRMATION AND ACKNOWLEDGEMENT .....20**

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## Insurer Agreement

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In return for the payment of premiums, Chubb Life Insurance Company of Canada (“Chubb Life” - the “Insurer”) certifies that the Insureds as named on the Schedule of Coverage are covered under and subject to the terms and conditions of the non-participating Group Policy Number SLG600211 (“the Group Policy”) issued to The Bank of Nova Scotia (the “Policyholder”) by the Insurer.

This Certificate of Insurance (“Certificate”) describes Your insurance coverage and, if applicable, replaces any Certificates previously issued to You with respect to the Group Policy. An Insured can only be covered under one Certificate under this Group Policy.

Capitalized terms in this Certificate are defined terms used throughout this Certificate and can be found in the Terms Used in this Certificate section.

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



**Paul Johnstone, President**  
Chubb Life Insurance Company of Canada  
199 Bay Street, Suite 2500  
Toronto, ON, M5L 1E2

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

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You are allowed 30 days from the Effective Date specified in the Schedule of Coverage to review it, and if You do not find it satisfactory You may cancel it. If You cancel this coverage within this 30 day period, it will be cancelled as if it had never been in effect and any premium paid will be refunded to You. To cancel Your Certificate, call us at 1-800-387-9844 or send Your request in writing to: 144 Front St W #200, Toronto, ON M5J 2L7, Canada.

**Please keep this Certificate with Your other important documents.**

## About Your Insurance

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### ***Who is Eligible for Insurance?***

To be eligible for this insurance coverage, all of the following conditions must be met at the time of enrollment and the Effective Date:

- You must be a Scotiabank Customer or the Spouse of a Scotiabank Customer;
- You and Your Spouse must be between the ages of 20 and 74; and
- You and Your Spouse must be a Canadian resident.

### ***When Insurance Begins***

Insurance coverage begins on the Effective Date indicated on Your Schedule of Coverage. Coverage begins at 12:01 a.m. on the Effective Date in the time zone that corresponds to Your last address We have on file.

### ***When Insurance Ends***

Insurance coverage automatically ends on the earliest of the following dates:

1. for each Insured, the date of their death;
2. for each Insured, the Premium Due Date following their 75th birthday (the "Expiry Date");
3. the date You cancel this Certificate;
4. the end of the Grace Period if the premium remains unpaid;
5. for each Insured, the date a claim is paid; or
6. the date the Group Policy ends. If the Group Policy is cancelled, written notice will be mailed to You 30 days in advance of the cancellation.

If insurance ends for the Primary Insured, insurance coverage for the Insured Spouse, where applicable, can continue with payment of premium at the applicable premium rate set out in the premium table. Alternatively, if insurance ends for the Insured Spouse, insurance coverage for the Primary Insured can continue with payment of premium at the applicable premium rate set out in the premium table.

Your Coverage ends at 12:01 a.m. in the time zone that corresponds to Your last address We have on file.

The cancellation date requested by You, outside of the 30-day review, will be the date the next premium is due to Us.

## **Description of Benefits**

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### ***Insured Condition Benefit***

If an Insured is diagnosed with an Insured Condition, We will pay the Benefit Amount set out in the Schedule of Coverage, subject to all the terms, conditions, limitations, and exclusions set out in this Certificate.

We will not pay the Benefit Amount for any Insured Condition an Insured was diagnosed with before the Effective Date of coverage.

We will only pay the Benefit Amount once while this Certificate is in force. This means We will not pay more than one Benefit Amount whether the Insured is diagnosed with, suffers or undergoes treatment for more than one Insured Condition. If the Insured suffers or undergoes treatment for more than one Insured Condition with a benefit payable, the condition with the largest Benefit Amount will be paid. An Insured's coverage under this Certificate will terminate after payment of this benefit.

The Insured must survive a period of 30 days following the date the Insured is diagnosed with an Insured Condition in order to be eligible for a Benefit Amount.

### **Benefit Options**

**Option A.** Provides a Benefit Amount of \$25,000 for level 1 Insured Conditions and \$500,000 for level 2 Insured Conditions.

**Option B.** Provides a Benefit Amount of \$10,000 for level 1 Insured Conditions and \$200,000 for level 2 Insured Conditions.

**Option C.** Provides a Benefit Amount of \$35,000 for level 1 Insured Conditions and \$500,000 for level 2 Insured Conditions.

**Option D.** Provides a Benefit Amount of \$50,000 for level 1 Insured Conditions and \$500,000 for level 2 Insured Conditions.

### **Level 1 Insured Conditions:**

Alzheimer's Disease, Aorta Surgery, Benign Brain Tumour, Cancer, Coma, Coronary Artery Bypass Surgery, Deafness, Heart Attack, Heart Valve Replacement, Loss of Speech, Major Organ Failure, Major Organ Transplant, Motor Neuron Disease, Multiple Sclerosis, Occupational HIV Infection, Parkinson's Disease, Severe Burns, and Stroke.

### **Level 2 Insured Conditions:**

Blindness, Dismemberment, Loss of Independence, and Paralysis.

All Insured Conditions are defined in the section of this Certificate titled *Description of Insured Conditions*. The Benefit Amount You selected for each Insured is indicated in Your Schedule of Coverage.

### **General Exclusions**

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We will not pay any Benefit Amount for Insured Conditions, caused, directly or indirectly, by or contributed to by any of the following:

- Injury or Sickness, other than as defined under the Insured Conditions;
- Complication of Human Immunodeficiency Virus (HIV) infection or any variance thereof, including AIDS and AIDS Related Complex;
- Intentionally self-inflicted Injury or attempted suicide;
- Injuries as a result of declared or undeclared war or any act thereof;
- Injuries resulting from the commission or attempted commission by the Insured of any act which if adjudicated by a court would be an illegal act under the laws of the jurisdiction where the act was committed;
- Misuse of medication or the abuse of drugs or intoxicants;
- Any Pre-existing Condition (if applicable); or
- Any Cancer diagnosed (including Ductal Carcinoma In Situ (DCIS) and Early-Stage Prostate Cancer (T1a or T1b)) within the 90 Day Cancer Exclusion.

### **90 Day Cancer Exclusion**

We will not pay any Benefit Amount for Cancer for a period of 90 days from the latter of:

- a. the Effective Date, or;
- b. the date of the latest increase in the amount of coverage made by You, or date of reinstatement of coverage under this Certificate.

During this 90-day period, there will be no insurance coverage for Cancer:

- if the Insured is diagnosed with any type of Cancer; or
- if the Insured has any symptoms or medical problems which result in an investigation that leads to a diagnosis of Cancer.

In the event of any such diagnosis, this Certificate will remain in force, but Cancer will be a Pre-existing Condition and will not be considered an Insured Condition for the Insured.

## Premiums

The premium You must pay to keep this Certificate in force for all Insureds is shown in Your Schedule of Coverage. The Premium Due Date is the first of each month after the Effective Date. The premium rate is based on age, gender at birth, smoking status of each Insured on Effective Date of coverage and the Benefit Amount selected by You as indicated in Your Schedule of Coverage.

Premiums are due to Chubb Life and must be paid on the Premium Due Date, subject to the Grace Period section below.

Premiums will automatically increase as the Insured gets older. The Insured will enter a new premium rate level every 5 years starting at age 25 as indicated in the tables below. The Insurer will send You a notice when you enter a new premium rate level through the correspondence channel You selected.

### Option A

| Monthly Premium                       |                 |             |                   |               |
|---------------------------------------|-----------------|-------------|-------------------|---------------|
| Age band                              | Male Non-Smoker | Male Smoker | Female Non-Smoker | Female Smoker |
| 20-24                                 | \$23.98         | \$25.23     | \$22.32           | \$23.67       |
| 25-29                                 | \$24.65         | \$26.25     | \$23.05           | \$24.71       |
| 30-34                                 | \$25.58         | \$28.18     | \$24.36           | \$26.76       |
| 35-39                                 | \$27.08         | \$31.58     | \$26.70           | \$30.68       |
| 40-44                                 | \$30.65         | \$38.65     | \$31.07           | \$38.07       |
| 45-49                                 | \$37.89         | \$52.58     | \$37.67           | \$49.91       |
| 50-54                                 | \$51.01         | \$78.44     | \$47.47           | \$69.17       |
| 55-59                                 | \$78.24         | \$126.32    | \$65.63           | \$100.65      |
| 60-64                                 | \$132.23        | \$208.39    | \$101.28          | \$150.21      |
| 65-69                                 | \$198.97        | \$308.86    | \$154.18          | \$219.92      |
| 70-74                                 | \$294.75        | \$442.10    | \$253.78          | \$338.81      |
| \$ 25,000 Level 1 Insured Conditions  |                 |             |                   |               |
| \$ 500,000 Level 2 Insured Conditions |                 |             |                   |               |

### Option B

| Monthly Premium                       |                 |             |                   |               |
|---------------------------------------|-----------------|-------------|-------------------|---------------|
| Age band                              | Male Non-Smoker | Male Smoker | Female Non-Smoker | Female Smoker |
| 20-24                                 | \$20.06         | \$20.56     | \$19.40           | \$19.94       |
| 25-29                                 | \$20.33         | \$20.97     | \$19.69           | \$20.36       |
| 30-34                                 | \$20.71         | \$21.74     | \$20.22           | \$21.18       |
| 35-39                                 | \$21.30         | \$23.10     | \$21.15           | \$22.74       |
| 40-44                                 | \$22.73         | \$25.93     | \$22.90           | \$25.70       |
| 45-49                                 | \$25.63         | \$31.51     | \$25.54           | \$30.43       |
| 50-54                                 | \$30.88         | \$41.85     | \$29.46           | \$38.14       |
| 55-59                                 | \$41.77         | \$61.00     | \$36.72           | \$50.73       |
| 60-64                                 | \$63.36         | \$93.83     | \$50.98           | \$70.56       |
| 65-69                                 | \$90.06         | \$134.02    | \$72.15           | \$98.44       |
| 70-74                                 | \$128.37        | \$187.31    | \$111.98          | \$146.00      |
| \$ 10,000 Level 1 Insured Conditions  |                 |             |                   |               |
| \$ 200,000 Level 2 Insured Conditions |                 |             |                   |               |

### Option C

| Monthly Premium                       |                 |             |                   |               |
|---------------------------------------|-----------------|-------------|-------------------|---------------|
| Age band                              | Male Non-Smoker | Male Smoker | Female Non-Smoker | Female Smoker |
| 20-24                                 | \$24.56         | \$25.97     | \$22.91           | \$24.46       |
| 25-29                                 | \$25.49         | \$27.39     | \$24.02           | \$26.03       |
| 30-34                                 | \$26.87         | \$30.17     | \$25.91           | \$28.96       |
| 35-39                                 | \$29.05         | \$35.04     | \$29.14           | \$34.40       |
| 40-44                                 | \$33.78         | \$44.61     | \$34.74           | \$44.10       |
| 45-49                                 | \$43.35         | \$63.48     | \$43.27           | \$59.78       |
| 50-54                                 | \$60.89         | \$98.70     | \$56.05           | \$85.58       |
| 55-59                                 | \$96.72         | \$163.34    | \$79.23           | \$127.23      |
| 60-64                                 | \$166.84        | \$273.03    | \$123.82          | \$191.72      |
| 65-69                                 | \$253.53        | \$407.38    | \$187.90          | \$279.92      |
| 70-74                                 | \$366.96        | \$573.25    | \$298.66          | \$417.71      |
| \$ 35,000 Level 1 Insured Conditions  |                 |             |                   |               |
| \$ 500,000 Level 2 Insured Conditions |                 |             |                   |               |

### Option D

| Monthly Premium                       |                 |             |                   |               |
|---------------------------------------|-----------------|-------------|-------------------|---------------|
| Age band                              | Male Non-Smoker | Male Smoker | Female Non-Smoker | Female Smoker |
| 20-24                                 | \$25.43         | \$27.09     | \$23.80           | \$25.66       |
| 25-29                                 | \$26.76         | \$29.11     | \$25.48           | \$28.00       |
| 30-34                                 | \$28.80         | \$33.17     | \$28.22           | \$32.27       |
| 35-39                                 | \$32.01         | \$40.23     | \$32.80           | \$39.98       |
| 40-44                                 | \$38.47         | \$53.56     | \$40.25           | \$53.15       |
| 45-49                                 | \$51.55         | \$79.81     | \$51.67           | \$74.59       |
| 50-54                                 | \$75.71         | \$129.09    | \$68.93           | \$110.19      |
| 55-59                                 | \$124.45        | \$218.86    | \$99.64           | \$167.12      |
| 60-64                                 | \$218.75        | \$369.99    | \$157.64          | \$253.97      |
| 65-69                                 | \$335.37        | \$555.15    | \$238.46          | \$369.93      |
| 70-74                                 | \$475.28        | \$769.97    | \$365.99          | \$536.05      |
| \$ 50,000 Level 1 Insured Conditions  |                 |             |                   |               |
| \$ 500,000 Level 2 Insured Conditions |                 |             |                   |               |

### **Change of Premium**

We may increase or decrease the premium rates listed in this Certificate. We will only change the premium rate if a change is being made to all insured persons 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 rates listed in this Certificate will be given to You through the correspondence channel You have selected. We can only change Your premium rates once in any 12-month period.

### **Grace Period**

A Grace Period of 30 days from the Premium Due Date (or from the premium collection date if We have agreed to collect the payment of the premium on a different date) will be granted to You for the payment of the premium. During such Grace Period, coverage under this Certificate 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 Certificate and the coverage will automatically end without notice to You or any other person. If Your Certificate ends this way, it is called a lapse.

### **Reinstating Your Certificate**

If Your Certificate ended because it lapsed due to non-payment of premium, You may apply to have it put back into effect. This process is called reinstatement. The coverage under this Certificate may be reinstated:

- within thirty-one days of the end of the Grace Period, by paying to Us all overdue premiums.

If this Certificate is reinstated, the 2-year period for contesting the validity of this Certificate and any limitations and exclusions begin anew from the date of reinstatement, as set out in the sections entitled General Exclusions and Misrepresentation.

## **Beneficiary**

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All benefit payments under this Certificate are paid directly to the Insured.

If the Insured Spouse is deceased at the time the benefit is paid by Us, We will pay the benefit to the Primary Insured.

If the Primary Insured is deceased at the time that a benefit is paid by Us, We will pay benefits to the beneficiary You named. If You make changes to the beneficiary, We pay the beneficiary named in Your latest written change request You provided to Us. You can make a change of the beneficiary at any time before Your death. If the beneficiary designation is irrevocable, You cannot change it without the beneficiary's written consent. If there is no beneficiary entitled that survives You, we will make the benefit payment to Your estate.

Only the Primary Insured can designate a beneficiary.

## **How to Submit a Claim**

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In the event of a claim for an Insured Condition, the Insured or their representative must notify Us within 30 days at the address or telephone number set out below. We will send the Insured or their representative a claim form and instructions on submitting a claim with proof of loss. Any costs for the completion of a claim form or any documentation submitted in support of a claim are at the Insured's or their representative's expense. Benefits will not be paid if the Insured or their representative refuse to provide a claim form or any documentation that is, or may be, reasonably required in support of a claim. The completed claim form and proof of loss must be submitted to Us within 365 days from the date the notice of claim is submitted to Us.

To request claims forms please call 1.800.387.9844 or email [chubb@optima.net](mailto:chubb@optima.net)

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

### **Chubb Life Insurance Company of Canada**

Claims Department

199 Bay Street - Suite 2500, P.O. Box 139, Commerce Court Postal Station

Toronto, Ontario M5L 1E2

Local 416.594.2627 or Toll Free 1.877.772.7797

[claims.A\\_H@chubb.com](mailto:claims.A_H@chubb.com)

This Certificate must be in effect on the date of diagnosis. The Insured must send Us the claim within one year of the date a claim arises under this Certificate.

### ***Insurer to Furnish Forms for Proof of Claim***

Claim forms will be provided by Us within 15 days of receipt of notice of claim by a person eligible to make a claim. If the claimant has not received the forms within 15 days, they may submit proof of loss in the form of a written statement of the occurrence giving rise to such claim.



## ***Proof of Loss***

Documentation providing proof of circumstances for which the claim has arisen may include but not be limited to:

- Chubb Life Claimant Statement & Authorization outlining the cause and nature of the Injury or Sickness, as applicable, for which the claim is made;
- Physician statements;
- Police and/or accident reports;
- Medical records

## **CLAIMANT IS RESPONSIBLE FOR ANY FEE CHARGED FOR THIS INFORMATION**

### ***Failure to Give Notice of Claim***

Failure to give notice of claim or furnish proof of loss within the time prescribed in this Certificate 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 We accept notice of claim beyond 365 days.

### ***When Monies Payable***

If a claim is approved, all monies payable under this Certificate shall be paid by Us within 60 days after We have received proof of claim satisfactory to Us.

## **Cancelling Your Coverage**

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### ***Cancellation by You***

Only You may cancel coverage for Yourself and, if applicable, Your Insured Spouse at any time. If You cancel Your Certificate within 30 days from the Effective Date, any premium paid will be refunded to You. If You cancel Your Certificate any time after this, any premium paid after We receive notice of Your cancellation will be refunded to You. To cancel Your Certificate, call us at 1-800-387-9844 or send Your request in writing to: 144 Front St W #200, Toronto, ON M5J 2L7, Canada.

### ***Cancellation by Us***

We cannot cancel Your Certificate before the Expiry Date, unless We cancel the Group Policy. In certain circumstances of misrepresentation or non-disclosure, We may declare the Certificate void. Refer to the sections entitled Misrepresentation and Misstatement of Age or Gender at Birth.

### ***Cancellation of Group Policy***

The Policyholder may cancel the Group Policy by sending Us a written notice stating when cancellation is to take effect. The Effective Date of cancellation may not be earlier than thirty (30) days from the date of the notice sent to Us.

We may cancel the Group Policy by sending written notice to the Policyholder stating when thereafter such cancellation shall take effect. We may cancel the Group Policy, or any of its individual benefits, by sending written notice of cancellation to the Policyholder of at least thirty (30) days prior to the date of cancellation. All Certificates issued will terminate on the date the Group Policy terminates.

## **General Provisions**

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You and any claimant under this Certificate have the right, as determined by law applicable in Your province or territory of residence, to obtain a copy of the Group Policy, upon request, subject to certain access limitations.

Any provision of the Group Policy which, on its Effective Date, is in conflict with the statutes of the jurisdiction in which the Group Policy was delivered or issued for delivery is amended to conform with the minimum requirements of such statutes.

Notice to or knowledge of, any agent or person will not affect a waiver or change in this Certificate, or stop Us from enforcing any rights We may have under this Certificate. This Certificate's terms may not be changed or waived except by an endorsement issued by Us agreed to in writing by You, and written notice of which will be provided in advance to You.

If the Policyholder or the Insurer makes any clerical errors in maintaining any records concerning the Group Policy, such errors will not alter or invalidate the coverage or continue coverage that would otherwise be ended for valid reasons.

All rights and obligations under the Group Policy will be governed by the laws of Canada and the provincial or territorial jurisdiction in which You reside.

### ***Misrepresentation***

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 Certificate. This means We can declare the Certificate void from the Effective Date.

However, except in the case of fraud, We will not challenge the validity of this Certificate after it has been in effect continuously for 2 years from the latter of the Effective Date or the date the Certificate was last reinstated.

If there is evidence of fraud, We can declare the Certificate void, and will refund premium at any time. Fraud includes, but is not limited to, a material misrepresentation of Your or Your Spouse's smoking habits. It also includes any other misrepresentation about, or failure to disclose, information that is important to Our decision to issue this Certificate at the premium rate We applied at the time the Certificate was issued.

### ***Misstatement of Age or Gender at Birth***

If Your or Your Spouse's date of birth or gender at birth 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 at birth. However, if We could not have issued this Certificate because the correct age does not meet our age requirements, We will declare this Certificate void and return all premiums paid to You.

### ***Contestability of Coverage***

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

### ***Change in Smoking Status***

An Insured who requires a change from Smoker to Non-Smoker must have refrained from any tobacco products, nicotine substitutes or marijuana in any form at any time for twelve (12) consecutive months and complete a Non-Smoker Declaration Form.

### ***Currency***

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

### ***Prohibition Against Assignment***

You cannot give or assign Your rights and interests with respect to the coverage to anyone else.

### ***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.

### ***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 or territory of residence.

### ***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 <https://www.chubb.com/ca-en/privacy-policy.html>

### ***Complaint Procedures***

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If You have 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 You are not satisfied with the resolution to Your complaint or inquiry, You may further escalate Your complaint or inquiry in writing to our complaints officer:

Chubb Life 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 You are still not satisfied with the resolution to Your complaint or inquiry, You may communicate Your complaint or inquiry in writing to:

OmbudService for Life & Health Insurance  
20 Adelaide St E  
Toronto, ON M5H 1L6

## Terms Used in this Certificate

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

**Activities of Daily Living** means the following activities:

1. Bathing: Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
2. Dressing: Putting on and taking off all items of clothing and any required braces, fasteners or artificial limbs.
3. Toileting: Getting to and from the toilet, getting on and off the toilet, and performing related personal hygiene.
4. Continence: Ability to maintain control of bowel and bladder function; or, when not able to maintain control of bowel or bladder function, the ability to perform related personal hygiene (including caring for catheter or colostomy bag).
5. Transferring: The ability to move in and out of a bed, chair or wheelchair, with or without the use of equipment.
6. Feeding: The ability to consume food that has already been prepared and made available, with or without the use of adaptive utensils.

**AIDS** means Acquired Immune Deficiency Syndrome.

**Benefit Amount** means the amount we will pay to You pursuant to the terms of this Certificate and as set out on the Schedule of Coverage.

**Canadian Resident** means an individual that is ordinarily a resident of Canada. Proof of residency must include evidence satisfactory to Us of the following:

- ordinary or habitual residence in Canada
- considered deemed resident by Canada Revenue Agency; or
- granted permanent residency status by Immigration, Refugees and Citizenship Canada

**Class Grouping** means a group of insured persons by age, gender and smoker status.

**Cognitive Impairment** means a mental deterioration and loss of intellectual ability, evidenced by deterioration in memory, orientation and reasoning, which is measurable and results from demonstrable organic cause as diagnosed by a Doctor. The degree of Cognitive Impairment must be sufficiently severe as to require a minimum of eight continuous hours of daily supervision.

**Doctor** means a licensed doctor recognized by the College of Physicians and Surgeons in the province, territory or country in which the treatment is rendered. The Doctor must be someone other than an Immediate Family Member.

**Effective Date** means the date, insurance coverage begins for the Insured, specified in the Schedule of Coverage as the Effective Date.

**Expiry Date** means the date insurance coverage ends for an Insured, specified in the Schedule of Coverage as the Expiry Date, which is the Premium Due Date following any Insured's 75<sup>th</sup> birthday.

**Immediate Family Member** 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 the Insured is covered under this Certificate. Injury must result within a 365 day period after the date of the Accident.

**Insured** means the person enrolled in this coverage and whose name appears on the Schedule of Coverage as the Primary Insured or Insured Spouse.

**Insured Condition** means either:

**Level 1 Insured Conditions:**

Alzheimer's Disease, Aorta Surgery, Benign Brain Tumour, Cancer, Coma, Coronary Artery Bypass Surgery, Deafness, Heart Attack, Heart Valve Replacement, Loss of Speech, Major Organ Failure, Major Organ Transplant, Motor Neuron Disease, Multiple Sclerosis, Occupational HIV Infection, Parkinson's Disease, Severe Burns, and Stroke.

**Level 2 Insured Conditions:**

Blindness, Dismemberment, Loss of Independence, and Paralysis.

**Insurer** means Chubb Life Insurance Company of Canada. The Insurer may also be referred to as **We, Our** and **Us**.

**Mental or Nervous Disease or Disorder** means neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder of any kind, without demonstrable organic disease.

**Non-Smoker** means an Insured who has not used any tobacco products, nicotine substitutes or marijuana in any form at any time during the twelve (12) consecutive months immediately preceding the Certificate Effective Date, or last reinstatement date, for coverage on that person.

**Premium Due Date** means the Effective Date for the initial premium due, and the first day of each and every month thereafter.

**Pre-existing Condition** means an Injury or Sickness for which the Insured received Treatment or Advice or a diagnosis, or for which Treatment was required or recommended by a Doctor during the 24 months immediately before the Effective Date, or last reinstatement date, or the date of the latest increase in the amount of coverage made by You for the increased amount only, of the Certificate. A pre-existing condition includes a condition that directly or indirectly causes the Insured Condition to occur within the first 24 months from the Effective Date, or last reinstatement date, of the Certificate.

**Primary Insured** means the Policyholder member who enrolled in this coverage and whose name appears on the Schedule of Coverage as the Primary Insured and Certificate Holder, or, in the event that coverage ends for the Primary Insured, the Insured Spouse if coverage for the Insured Spouse continues in accordance with this Certificate.

**Schedule of Coverage** means the schedule provided with this Certificate which indicates the name of the Insured, Effective Date of coverage and Benefit Options selected.

**Scotiabank Customer** means a person who has business dealings with The Bank of Nova Scotia or any of its Canadian subsidiaries, affiliates or associated companies.

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

**Smoker** means an Insured who has used any tobacco products, nicotine substitutes or marijuana in any form at any time during the twelve (12) consecutive months immediately preceding the Effective Date, or last reinstatement date, for coverage on that person.

**Specialist** means a Doctor whose practice is limited to the particular branch of medicine or surgery required to diagnose or perform surgery upon the specified Insured Conditions.

**Spouse** means a person who:

1. You are legally married to and cohabitates with You; or
2. cohabitates with You and has been publicly represented as Your life partner for a period of at least one year in the community in which You reside and continues to be represented as such.

**Treatment or Advice** means consultation, care or service provided by a Doctor. Treatment or advice includes but is not limited to diagnostic measures and prescribed drugs.

**You and Your** means the Primary Insured or, in the event that coverage ends for the Primary Insured, the Insured Spouse if coverage for the Insured Spouse continues in accordance with this Certificate.

## **Description of Insured Conditions**

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### **Level 1 Insured Conditions:**

#### **Alzheimer's Disease**

A definite diagnosis of a progressive degenerative disease of the brain. The diagnosis must be supported by medical evidence that the Insured exhibit the loss of intellectual capacity resulting in impairment of the Insured's memory and judgment, which results in a significant reduction in the Insured's mental and social functioning. All other dementing organic brain disorders and psychiatric illnesses are excluded from this insured condition definition. A Doctor who is certified as either a neurologist or a psychiatrist must confirm diagnosis in writing.

#### **Aorta Surgery**

Surgery to the aorta that is medically required to treat disease of the aorta and that involves the excision and surgical replacement of the diseased aorta with a graft. The aorta surgery must be performed on the prior written advice of a Doctor certified as a cardiovascular surgeon. Aorta includes the thoracic and abdominal aorta but does not include any of the branches of the aorta.

#### **Benign Brain Tumour**

A benign neoplasm in the brain or meninges with histologic confirmation. Cysts, granulomas, malformations of intracranial arteries or veins, and tumours or lesions of the pituitary are specifically

excluded. The diagnosis must be confirmed neuro-radiologically by a Specialist trained in the interpretation of radiological investigations.

### **Cancer**

A malignant tumor characterized by the uncontrolled growth and spread of malignant cells and invasion of tissue. This includes leukemia, Hodgkin's disease and invasive melanoma but does not include:

- a. Carcinoma in situ;
- b. Kaposi's Sarcoma or other AIDS related cancers and cancer in the presence of human immunodeficiency virus (HIV);
- c. Skin cancer or melanoma that is not invasive and has not exceeded .75 millimeters in depth;
- d. Prostate cancer diagnosed as T1N0 M0 or equivalent staging; or
- e. a recurrence or metastasis of a cancer which was originally diagnosed prior to the Effective Date.

A Doctor certified as an oncologist must confirm diagnosis in writing.

### **Coma**

When the Insured has been in a state of unconsciousness 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. A Doctor who is certified as a neurologist must confirm diagnosis in writing.

### **Coronary Artery Bypass Surgery**

When surgery is performed by a Doctor who is certified as a cardiovascular surgeon 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 an Insured Condition.

### **Deafness**

The diagnosis of permanent loss of hearing in both of the Insured's ears, with an auditory threshold of more than 90 decibels in each ear. A Doctor who is certified as an otolaryngologist must confirm diagnosis in writing.

### **Heart Attack**

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:

- a. heart attack symptoms;
- b. new electrocardiogram (ECG) changes consistent with a heart attack; or
- c. 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:

- a. ECG changes suggestive of a prior myocardial infarction;
- b. other acute coronary syndromes, including angina pectoris and unstable angina; or
- c. elevated cardiac biomarkers and/or symptoms that are due to medical procedures or diagnoses other than heart attack.

### **Heart Valve Replacement**

The undergoing of surgery to replace any heart valve with either a natural or mechanical valve. The surgery must be determined to be medically necessary by a Doctor certified as a cardiologist.

Exclusion: No benefit will be payable under this condition for heart valve repair.

### **Loss of Speech**

The definite diagnosis of the total and irreversible loss of the ability to speak as the result of Injury or Sickness, for a period of at least 180 days. The diagnosis of loss of speech must be made by a Specialist, who must confirm the diagnosis in writing.

### **Major Organ Failure**

The irreversible failure of the entire heart, entire liver, entire pancreas (pancreatic islet cell transplants are excluded), both lungs, both kidneys, or bone marrow, in which the affected organ is unresponsive to any treatment and for which the Insured is medically required to become enrolled in a recognized Canadian transplant program to become the recipient of a heart, a liver, a pancreas, a lung, or a kidney or to receive a bone marrow transplant.

### **Major Organ Transplant**

A definite diagnosis of the irreversible failure of the heart, both lungs, liver, both kidneys or bone marrow, and transplantation must be medically necessary. To qualify under major organ transplant, the Insured must undergo a transplantation procedure as the recipient of a heart, lung, liver, kidney or bone marrow, and limited to these entities. The diagnosis of the major organ failure must be made by a Specialist, who must confirm the diagnosis in writing.

### **Motor Neuron Disease**

A definite diagnosis of one of the following:

- Amyotrophic lateral sclerosis (ALS or Lou Gehrig's disease);
- Primary lateral sclerosis;
- Progressive spinal muscular atrophy;
- Progressive bulbar palsy; or
- Pseudo bulbar palsy.

The diagnosis of motor neuron disease must be made by a Specialist.

### **Multiple Sclerosis**

The unequivocal written diagnosis by a Doctor who is certified as a neurologist confirming the diagnosis using the most recent McDonald criteria.

### **Occupational HIV Infection**

Means an infection with Human Immunodeficiency Virus (HIV) resulting from Injury during the course of the Insured's normal occupation, which exposed the person to HIV contaminated body fluids. The Injury leading to the infection must have occurred after the Insured's Effective Date of coverage.

Payment under this condition requires satisfaction of all of the following:

- a. the Injury must be reported to Us within 14 days of the Injury;
- b. a serum HIV test must be taken within 14 days of the Injury and the result must be negative;
- c. a serum HIV test must be taken between 90 days and 180 days after the Injury and the result must be positive;
- d. all HIV tests must be performed by a duly licensed laboratory in Canada;
- e. the Accidental injury must be reported, investigated and documented in accordance with current Canadian workplace guidelines.

Occupational HIV Infection does not include:

- a. If the Insured has refused to take any available licensed vaccine offering protection against HIV; or,
- b. If a licensed cure for HIV infection is available prior to the Injury; or,



- c. HIV infection has occurred as a result of non-accidental injury including, but not limited to, sexual transmission, and intravenous (IV) drug use.

### **Parkinson's Disease**

The unequivocal diagnosis of primary idiopathic Parkinson's Disease resulting in signs of progressive impairment.

### **Severe Burns**

Third degree burns covering at least 20% of the surface area of the Insured's body. A Doctor who is certified as a plastic surgeon must confirm diagnosis of this condition in writing.

### **Stroke**

When the Insured has suffered 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.

### **Level 2 Insured Conditions:**

#### **Blindness**

The total and irrecoverable loss of sight in both the Insured's eyes due to Injury or Sickness. Corrected visual acuity must be 20/200 or less in both eyes and the field of vision must be less than 20 degrees in both eyes. A Doctor certified in ophthalmology must clinically confirm the diagnosis in writing.

#### **Dismemberment**

A definite diagnosis of the complete severance of two or more of the Insured's limbs at or above the wrist or ankle joint as the result of an Accident or medically required amputation. The diagnosis of loss of limbs must be made by a Specialist, who must confirm the diagnosis in writing.

#### **Loss of Independence**

Loss of Independence means either:

- a. being totally and permanently unable to perform, by oneself, at least two (2) of the six (6) Activities of Daily Living; or
- b. Cognitive Impairment.

A Mental or Nervous Disease or Disorder is not covered.

Loss of Independence must persist for a continuous period of ninety (90) days from the date of the diagnosis with no reasonable chance of recovery.

#### **Paralysis**

The total and irrecoverable loss of function of two (2) or more limbs through neurological damage due to Injury or Sickness, provided such loss of function continually lasts for 180 consecutive days and such loss of function is thereafter determined on evidence satisfactory to us to be permanent. A Doctor certified as a neurologist must confirm diagnosis in writing.

## PRE-AUTHORIZED DEBIT (PAD) AGREEMENT

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**The following Pre-Authorized Debit Agreement applies only if You are paying your premium from a bank account.**

### Terms and Conditions

By enrolling in the program, You acknowledge and agree that any withdrawals pursuant to this Pre-Authorized Debit (PAD) Agreement are for personal services, and that the amount of the premium (including applicable taxes) collected through this Agreement may vary (e.g. sales tax changes). The frequency of withdrawals will be monthly, starting on the Premium Due Date (or the premium collection date if We have agreed to collect the payment of the premium on a different date) and at the amount set out in Your Schedule of Coverage. Withdrawals will be made from the account you provided to us during the enrollment process.

**You understand and agree that You have** waived the right to pre-notification at least 10 days before Your first **premium debit. You understand and agree** that if You make changes to the original PAD Agreement, or if there is a sales tax increase, written notification may not be provided by Chubb Life insurance Company of Canada (“Chubb Life”) unless explicitly requested by You.

**You further agree to waive the requirement that Chubb Life notifies you of the amounts of any PADs after the first debit, whether the amount of the PAD is changed or not.** This Agreement will cancel automatically if Chubb Life is unable to make a withdrawal from Your account. You understand and agree that when You gave Chubb Life this authorization to debit Your account, it is the same as delivering a notice to Your financial institution where You maintain Your account. Your financial institution will debit the account You have specified in the same manner as if You had given written instructions. The financial institution will not check if the debit was in accordance with this authorization as a condition of honoring the debit.

**You acknowledged** that this authorization is to remain in effect until Chubb Life has received written notification from You of its change or termination. You may terminate this PAD Agreement at any time by providing Chubb Life with notification at least thirty (30) days before the next debit is scheduled at the address provided below or by calling toll-free 1-800-387-9844. You understand that You may obtain a sample cancellation form, or further information about Your right to cancel this PAD Agreement, at Your financial institution or by visiting <https://payments.ca/>.

**You acknowledged** that You have certain recourse rights if any debit does not comply with this Agreement. For example, You have the right to receive reimbursement for any debit that is not authorized or is not consistent with the PAD Agreement. To obtain more information on Your recourse rights or to obtain a sample PAD cancellation form, You may contact Your financial institution or visit <https://payments.ca/>.

You may contact Chubb Life to provide notices, make inquiries, obtain information, or seek recourse with respect to any debits under this Agreement at 2500 – 199 Bay Street, Toronto, Ontario M5L 1E2, or by calling toll-free 1-800-387-9844.

All capitalized terms used but not defined in this PAD Agreement will have the meaning assigned to them in the Certificate of Insurance.

## ENROLMENT CONFIRMATION AND ACKNOWLEDGEMENT

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### PLEASE READ CAREFULLY

When You Enrolled for coverage under the Group Policy You agreed to and provided the following acknowledgement:

#### You understand and agree that:

1. The provisions of the Scotia Enhanced Critical Illness Insurance, underwritten by Chubb Life Insurance Company of Canada, are outlined in the Certificate of Insurance which will be provided to You in Your enrollment package. The plan has some important limitations and exclusions described in the Certificate. For example, no benefit will be payable if a claim resulted directly or indirectly from:
  - Injury or Sickness, other than as defined under those listed in Your Insurance Certificate a complication of Human Immunodeficiency Virus (HIV) infection or any variance thereof including AIDS and AIDS Related Complex;
  - intentionally self-inflicted Injury or attempted suicide;
  - Injuries resulting from the commission or attempted commission of an illegal act misuse of medication or the abuse of drugs or intoxicants;
  - any Pre-existing Medical Condition (if applicable);Please note that the benefit is not payable if You are diagnosed with cancer within 90 days of the Effective Date of coverage.
2. Any coverage that is issued to You will become effective on the Effective Date that is listed on the Schedule of Coverage provided the first premium is paid by that date. Please review the contents of the Schedule of Coverage and Certificate of Insurance carefully. You may cancel Your coverage at any time. If You cancel within 30 days of the certificate effective date, You will receive a full refund of any premium paid provided no claim has been made.
3. The provisions of Your coverage are ultimately governed by the provisions of the Scotia Enhanced Critical Illness Insurance group policy, which can be examined by contacting the head office of Chubb Life.
4. All of the information stated in this application and in any other statements or answers submitted in connection with this application about You, and if applicable, about Your Spouse, including, without limitation, age, date of birth, gender at birth, and smoking status is complete and accurate. You understand and agree that any false statements, material misrepresentations or omissions in this application or in any other statements or answers submitted in connection with this application may cause any coverage issued as a result of this application to be null and void.
5. You are bound by the terms of the BNSIA Privacy Policy which is available at <https://www.scotiainsurance.com/en/privacy-policy.html> and the Chubb Privacy Agreement. A copy of the Chubb Privacy Agreement will be included in Your welcome package. It is important to note that Chubb Life Insurance Company of Canada will share Your personal information with its third-party administrators, some of which may be located outside of Canada and are subject to local law. If applicable, You understand and agree that it is Your responsibility to ensure that Your Spouse consented to You providing Chubb with any requested personal information of Your Spouse for the purposes of enrolling Your Spouse and that Your Spouse has read, understood, and agrees to the terms of the BNSIA Privacy Policy and Chubb's Privacy Policy.
6. In order to best administer Your coverage, You authorize and direct The Bank of Nova Scotia (The Policyholder) and its Canadian subsidiaries, affiliates, or associated companies to release to Chubb Life relevant information such as Your name, address, telephone number.