

**CHUBB®**

**CHUBB LIFE INSURANCE COMPANY OF CANADA**

**Scotia Accidental Death Insurance**

**Certificate of Insurance**

Please keep in a safe place.

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

Scotia Accidental Death 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

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CHUBBLIFEINSURANCECOMPANYOF CANADA

**CERTIFICATE SCHEDULE**

**Scotia Accidental Death Insurance Coverage Summary**

**Certificate Number: SLGCAXXXXXXXXXX**

Group Policy Number:	SLG00002802
Certificate Date:	January 1, 2024
Accidental Death Benefit Amount:	\$250,000
Plus \$5,000 Complimentary Accidental Death:	No
Certificate Owner/Insured:	Scotia Customer MI
Insured's Date of Birth:	1979-05-04
Insured Spouse:	Scotia Customer SP
Insured Spouse's Date of Birth:	1979-09-24
\$100,000 Critical Injury Benefit:	Yes
\$25,000 Dependant Child(ren) Accidental Death Benefit:	No
\$25,000 Dependant Child(ren) Critical Injury Benefit:	No

Monthly Premium: \$51.20  
 (Plus applicable tax) covers all Insureds  
 Premium due date: 1st of the month

The Benefit Amount in respect of an Insured or Insured Spouse will be reduced by fifty percent (50%) on that person's seventy-fifth (75th) birthday, and will terminate on the Certificate anniversary date on or immediately following the Insured's eightieth (80th) birthday. Coverage for Dependant Children terminates at age nineteen (19) or age twenty-four (24), as defined in the Certificate. Complimentary Accidental Death insurance terminates five (5) years from the Certificate Date.

Chubb Life Insurance Company of Canada has assumed the Group Policy issued to The Bank of Nova Scotia and agrees to provide the benefits described in the Group Policy in accordance with its provisions and subject to its terms and conditions.

The Certificate Owner may within thirty (30) days of the Effective Date of this Certificate Schedule, return it together with the associated Certificate of Insurance to Chubb Life Insurance Company of Canada for cancellation. Insurance coverage will then be terminated as of the Certificate Date, and any premiums paid will be refunded.



Paul Johnstone, President  
 Chubb Life Insurance Company of Canada  
 2500 - 199 Bay Street  
 Toronto, Ontario M5L 1E2  
 Tel: 1-800-387-9844

## CERTIFICATE OF INSURANCE

Scotia Accidental Death Insurance Group Policy No. SLG00002802

Chubb Life Insurance Company of Canada ("Chubb Life") has assumed the above- referenced group policy originally issued to The Bank of Nova Scotia ("Scotiabank") as of January 21, 2019.

This Certificate provides the details of the insurance coverage you have purchased.

### DEFINITIONS

**Accidental Bodily Injury** means bodily injury that is effected directly and independently of all other causes by an accidental, external, violent and visible means and that occurs to an Insured while that Insured's coverage under the group policy is In Force.

**Accidental Death** means loss of life that is caused directly by an Accidental Bodily Injury and that occurs within three hundred sixty-five (365) days of the Accidental Bodily Injury.

**Accidental Death Benefit Amount (for the Certificate Owner and the Insured Spouse)** means the amount specified in a Certificate Schedule as being the "Accidental Death Benefit Amount". The Accidental Death Benefit Amount selected must be the same for the Certificate Owner and the Insured Spouse (if applicable).

The Accidental Death Benefit Amount for the Certificate Owner and the Insured Spouse in respect of all Certificates issued under any Chubb Life group policy may not exceed \$350,000 per person (excluding Complimentary Accidental Death Insurance).

The Accidental Death Benefit Amount for each of the Certificate Owner and the Insured Spouse reduces by fifty percent (50%) on their seventy-fifth (75th) birthdays.

**Accidental Death Benefit Amount (for Dependant Children)** means the amount specified in a Certificate Schedule as being the "Dependent Child Accidental Death Benefit Amount". The Accidental Death Benefit Amount for each Dependent Child is \$25,000 in respect of all Certificates issued under any Chubb Life group policy. This optional Dependent Child coverage is applicable only when all premiums have been paid for the Dependent Child Accidental Death Benefit.

**Beneficiary(ies)** means the person(s) who is designated to receive the insurance proceeds payable under the group policy from a payable claim.

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

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

**Certificate** means the document that is issued to the Certificate Owner and that defines the benefits and principal provisions of this group policy.

**Certificate Date** means the date specified in the Certificate Schedule as being the "Certificate Date" and is the date that coverage under the group policy becomes effective for the Insured(s) named in the Certificate Schedule, provided that the first (1st) premium is paid by that date. Certificate months, years and anniversaries are measured from the Certificate Date.

**Certificate Owner** means the person specified in the Certificate Schedule as being the “Certificate Owner”; who must also be an Insured, and is the person who enrolls a Spouse and/or a Dependant Child for coverage under this group policy.

**Certificate Schedule** means the schedule that accompanies this Certificate and that provides a summary of the coverage details applicable to an Insured, such as the Certificate Date, the Accidental Death Benefit Amount, the optional Critical Injury Benefit Amount (if applicable), the Dependant Child coverage (if applicable) and the premium.

**Coma** means a state of unconsciousness with no reaction to external stimuli or response to internal needs for a continuous period of at least ninety-six (96) hours.

**Complimentary Accidental Death Insurance** means coverage that has been issued under any group policy for which Scotiabank has agreed to pay the premiums on behalf of an Insured, as expressly indicated in a Certificate Schedule accompanying the Certificate. No Critical Injury benefit or Dependant Child Accidental Death benefit is available with Complimentary Accidental Death Insurance.

**Critical Injury(ies)** means an Accidental Bodily Injury that directly and independently causes one of the following conditions:

- a) Loss of Limb(s); or
- b) Paralysis of Limb(s); or
- c) Loss of Sight, Loss of Hearing or Loss of Speech.

The above conditions must occur within three hundred sixty-five (365) days of the Accidental Bodily Injury.

**Critical Injury Benefit Amount (for the Certificate Owner and the Insured Spouse)** means the optional coverage specified in the Certificate Schedule. The Critical Injury Benefit Amount for all Certificates issued under any Chubb Life group policy is \$100,000 per incident for each of the Certificate Owner and the Insured Spouse. The Critical Injury Benefit Amount for the Certificate Owner and the Insured Spouse reduces by fifty percent (50%) on their seventy-fifth (75th) birthdays. This optional benefit is only applicable if explicitly stated in the Certificate Schedule.

**Critical Injury Benefit Amount (for Dependant Children)** means the optional coverage specified in a Certificate Schedule. The Critical Injury Benefit Amount for each Dependent Child is a total of \$25,000 per incident for all Certificates issued under any Chubb Life group policy. This optional benefit is only applicable if explicitly stated in the Certificate Schedule.

**Dependant Child(ren)** means any natural child, stepchild or legally adopted child of either the Certificate Owner or the Insured Spouse named on the Certificate Schedule who is residing in Canada and is between thirty (30) days and eighteen (18) years of age inclusive, or twenty-three (23) years of age inclusive if in full-time attendance at an accredited educational institute, college or university in Canada. A Dependant Child does not include a person who is married or in any other formal union recognized by law.

**Extended Hospital Stay** means admittance to and confinement in a Hospital in Canada or the continental United States (plus Alaska and Hawaii) as an in-patient for medical treatment for three hundred sixty-five (365) consecutive days, based on the recommendation of a Physician, due to Accidental Bodily Injury.

**Group Policyholder** means The Bank of Nova Scotia, also referred to as Scotiabank.

**Hospital** means an acute care institution licensed as a hospital that is open at all times, that is operated mainly to diagnose and treat illnesses on an in-patient basis, that has a staff of one (1) or more Physicians on call at all times, that provides twenty-four (24) hour nursing services by registered nurses and that has organized facilities on the premises for surgery. Institutions that have a primary purpose of providing physical rehabilitation are not considered Hospitals, except, and only in those cases, when an Insured is transferred directly to the rehabilitation hospital from an acute care institution via ambulance or another means deemed acceptable by Us for continuous in-patient care (meaning twenty-four [24] hours per day care). A Hospital also does not include an institution used primarily for rest, custodial care, nursing, care for the aged, alcohol or drug addiction, rehabilitation, or psychiatric care.

**In Force** means the insurance coverage in respect of an Insured is in effect, all premiums have been paid and all the conditions under the group policy have been met.

**Insured** means a person:

- a) who is enrolled for insurance coverage under the group policy, provided that the eligibility criteria for enrolment have been satisfied (refer to the Who May Enrol for Coverage section of this Certificate);
- b) whose premium payments are up to date; and
- c) who is named in the Certificate Schedule as an Insured or Insured Spouse, or for the purposes of Dependant Child coverage, is an eligible Dependant Child.

**Insured Spouse** means a person who is enrolled by the Certificate Owner for insurance coverage under the group policy and who is indicated as the “Insured Spouse” in the Certificate Schedule.

**Loss of Hearing** means complete and irrecoverable deafness in both ears due to an Accidental Bodily Injury, with an auditory threshold of more than ninety (90) decibels within a speech-frequency range of five hundred (500) to three thousand (3000) hertz, for a period of at least ninety (90) consecutive days. Coverage for Loss of Hearing is applicable only when all premiums have been paid for the optional Critical Injury benefit.

**Loss of Limb(s)** means permanent severance of a leg, foot, arm or hand, or any combination of those due to an Accidental Bodily Injury. Loss of Limb(s) does not include loss of fingers or toes. Coverage for Loss of Limb(s) is applicable only when all premiums have been paid for the optional Critical Injury benefit.

**Loss of Sight** means the complete and irrecoverable loss of sight in both eyes due to an Accidental Bodily Injury, with corrected visual acuity less than twenty/two hundred (20/200) or a field of vision less than twenty (20) degrees, for a period of at least ninety (90) consecutive days. Coverage for Loss of Sight is applicable only when all premiums have been paid for the optional Critical Injury benefit.

**Loss of Speech** means the complete and irrecoverable loss of the ability to produce intelligible speech due to an Accidental Bodily Injury, for a period of at least ninety (90) consecutive days. Coverage for Loss of Speech is applicable only when all premiums have been paid for the optional Critical Injury benefit.

**Medical Specialist** is a Physician who has undergone advanced education and training in a particular branch of medicine and is licensed and practicing in Canada or the continental United States (plus

Alaska and Hawaii) in that specific branch of medicine. In respect of an Insured, a Medical Specialist does not include that Insured or a member of his or her immediate family.

**Paralysis of Limb(s)** means the total and irrecoverable loss of muscle function of one or more arms or legs due to an Accidental Bodily Injury, for a period of at least ninety (90) consecutive days. Paralysis of Limb(s) does not include paralysis limited to hands or feet. Coverage for Paralysis of Limb(s) is applicable only when all premiums have been paid for the optional Critical Injury benefit.

**Payor** means the Certificate Owner, who pays the premiums for an Insured's insurance coverage under the group policy.

**Physician** means a doctor who is licensed to practice medicine by a recognized medical licensing body in a jurisdiction in Canada or the continental United States (plus Alaska and Hawaii), provided that he or she is a member in good standing of such licensing body. In respect of an Insured, a Physician does not include that Insured or a member of his or her immediate family.

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

**Spouse** means a person who meets the following requirements:

- a) is legally married to another person; or
- b) is not legally married but resides together with an adult person, regardless of gender, in the same household in a publicly represented conjugal relationship for a continuous period of at least one (1) year or longer if required by applicable law.

**We, Us** and **Our** mean Chubb Life Insurance Company of Canada, also referred to as **Chubb Life**.

**You** and **Your** mean or refer to a Certificate Owner.

All references to “**day**” or “**days**” mean calendar day or calendar days, respectively.

## **WHO MAY ENROL FOR COVERAGE**

A person may enrol, or if applicable be enrolled, for coverage under the group policy as an Insured provided the person:

- a) is eighteen (18) to seventy-four (74) years of age on the date that We process the enrolment; and
- b) is a resident of Canada; and
- c) is either a Scotiabank Customer, or the Spouse of a Scotiabank Customer; or
- d) is a Dependant Child.

A Certificate Owner may elect coverage for a Dependant Child only when Accidental Death coverage has also been elected for and by the Certificate Owner. A Spouse may not be enrolled for Critical Injury coverage unless the Spouse is enrolled for Accidental Death coverage.

## **BENEFITS PAYABLE UNDER THE GROUP POLICY**

### **Accidental Death Benefits**

Subject to all the provisions of the group policy, We will pay the Accidental Death Benefit Amount if an Insured sustains an Accidental Bodily Injury that directly causes one of the following events:

- a) the Insured's death within three hundred sixty-five (365) days of the date of the Accidental Bodily Injury; or
- b) an Extended Hospital Stay commencing immediately after the Accidental Bodily Injury.

### **Critical Injury Benefits per Incident**

Subject to all the provisions of the group policy, and if a Certificate Owner has elected and paid the premiums due for this optional coverage, We will pay the Critical Injury Benefit Amount if an Insured sustains a Critical Injury.

## **LIMITATIONS UNDER THE GROUP POLICY**

### **Limitation of Accidental Death Benefit Amount Payable**

The total amount payable is limited to the lesser of the following:

- a) the total amount of all Accidental Death insurance coverage under all Certificates issued and payable by Chubb Life in respect of the Insured; or
- b) three hundred and fifty thousand dollars (\$350,000), plus any Complimentary Accidental Death Insurance coverage, in respect of the Certificate Owner or the Insured Spouse, and twenty-five thousand dollars (\$25,000) for each Dependant Child.

An Insured can only have one (1) Complimentary Accidental Death Insurance Certificate In Force, and the total amount payable is limited to the amount of that one (1) Certificate. If more than one (1) Complimentary Accidental Death Insurance Certificate has been issued to an Insured, the amount of benefit paid will be limited to the benefit amount on the Complimentary Accidental Death Insurance Certificate Schedule that has the earliest Certificate Date.

### **Limitation of Critical Injury Benefit Amount Payable**

In order to receive any Critical Injury Benefit Amount, an Insured must survive at least thirty (30) days after the Accidental Bodily Injury. Only the applicable Accidental Death Benefit Amount will be paid if death occurs within the first thirty (30) days.

Subject to all the provisions of the group policy, no Critical Injury Benefit Amount will be paid (except in the case of Loss of Limb[s]) unless the Critical Injury is sustained for ninety (90) consecutive days (the "Waiting Period"). The Waiting Period for Paralysis of Limb(s), Loss of Sight, Loss of Hearing and Loss of Speech begins only once the Insured is capable of performing tests and being assessed for complete and irrecoverable loss of movement, speech, hearing and sight.

In the case of a Coma, no Critical Injury Benefit Amount will be paid (except in the case of Loss of Limb[s]) until the Insured emerges from the Coma and the Waiting Period is satisfied.

If an Insured sustains multiple Critical Injuries due to the same Accidental Bodily Injury, only one (1) Critical Injury Benefit Amount will be paid.

### **Who Receives the Benefit Amount Payable**

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

**For the Certificate Owner's Accidental Death Benefit Amount Only** Any Accidental Death Benefit Amount payable due to the Certificate Owner's death will be paid to the most recent, validly designated Beneficiary recorded in Our files.



If two (2) or more Beneficiaries have been designated and the Certificate Owner made no division of the benefit amount payable, the amount payable will be paid to the Beneficiaries in equal shares. If any of the Beneficiaries are not living, their share will be payable to the remaining living Beneficiaries in equal parts.

If all validly designated Beneficiaries are not living, any Accidental Death Benefit Amount payable due to the Certificate Owner's death will be paid, in the same manner as outlined above, to any validly designated secondary Beneficiaries recorded in Our files.

If We have no record of a validly designated Beneficiary, the benefit amount payable will be paid to the Certificate Owner's estate.

#### **For All Other Benefit Amounts**

No Beneficiary designation is allowed for any Insured Spouse or Dependant Child benefits that are payable under the group policy. These benefits will be paid to the Certificate Owner if living; otherwise, they will be paid to the Certificate Owner's estate.

No benefit will be paid for an Accidental Bodily Injury occurring prior to the Certificate Date or for any Accidental Bodily Injury occurring after the coverage on an Insured has terminated.

### **TERMINATION OF COVERAGE**

#### **Termination of an Insured's Coverage**

Insurance coverage in respect of an Insured shall immediately terminate on the earliest of the following dates:

- a) the date the group policy is terminated or no longer covers an Insured;
- b) the thirty-first (31st) day following the premium due date in the event of non-payment of a premium due;
- c) the date that We receive at Our head office a written request from the Certificate Owner to terminate the Insured's coverage under the group policy;
- d) the Certificate anniversary date on or immediately following the Insured's eightieth (80th) birthday;
- e) in respect of Complimentary Accidental Death Insurance issued under the group policy, five (5) years from the Certificate Date;
- f) the date that an Accidental Death Benefit Amount is paid under the group policy in respect of that Insured's coverage;
- g) in respect of the Insured Spouse, the date that he or she ceases to be a Spouse of the Certificate Owner;
- h) in respect of the Insured Spouse or Dependant Child, the date of termination of insurance coverage on the Certificate Owner;
- i) in respect of a Dependant Child, when he or she no longer qualifies under the definition of Dependant Child;
- j) the date the Insured dies;
- k) the date the Certificate Owner dies; or
- l) for Critical Injury coverage only, the date that an Insured ceases to reside in Canada.

**Note:** It is the Certificate Owner's responsibility to notify Chubb Life in writing when an Insured or any Dependent Children covered cease to meet the eligibility requirements.

## PREMIUMS

The monthly premiums for coverages under the group policy are set out in the tables below. These monthly premiums do not include sales tax where applicable.

### Accidental Death Insurance Monthly Premiums

Accidental Death Benefit Amount	Monthly Premium Insured Only	Monthly Premium Insured and Insured Spouse
\$ 25,000	\$ 2.92	\$ 4.38
\$ 50,000	\$ 5.83	\$ 8.75
\$ 75,000	\$ 8.75	\$ 13.13
\$ 100,000	\$ 11.67	\$ 17.50
\$ 125,000	\$ 14.59	\$ 21.88
\$ 150,000	\$ 17.50	\$ 26.25
\$ 175,000	\$ 20.42	\$ 30.63
\$ 200,000	\$ 23.34	\$ 35.00
\$ 225,000	\$ 26.26	\$ 39.38
\$ 250,000	\$ 29.17	\$ 43.75
\$ 275,000	\$ 32.09	\$ 48.14
\$ 300,000	\$ 35.01	\$ 52.52
\$ 325,000	\$ 37.93	\$ 56.90
\$ 350,000	\$ 40.85	\$ 61.28
The premium for the optional \$25,000 Accidental Death Benefit Amount for all Dependant Children is \$4.95 per month.		

### Optional Critical Injury Insurance Monthly Premiums

Critical Injury Benefit Amount	Monthly Premium Insured Only	Monthly Premium Insured and Insured Spouse
\$100,000	\$ 4.95	\$ 7.45
The premium for the optional \$25,000 Critical Injury Benefit Amount for all Dependant Children is \$4.95 per month.		

### Payment of Premiums

The premium you must pay to keep this coverage in force is shown in the Certificate Schedule. The premium due date is the first of each month after the effective date. The premium rate is based on the benefit amount selected by You.

Premiums shall be paid by the Payor through a pre-authorized debit arrangement on either a credit card account acceptable to Us or a chequing or savings account at a financial institution that is a member of the Canadian Payments Association.

**Grace Period**

A grace period of thirty (30) days is allowed for the payment of any premium, except the first (1st) premium, that has not been paid in full on its due date. An Insured's coverage will stay In Force during the grace period. Such coverage will terminate at the end of the grace period, if the overdue premium is not paid in full within the grace period.

**Reinstatement**

If an Insured's coverage has terminated due to non-payment of a premium, such coverage may be reinstated if We receive the following:

- a) a written request for reinstatement from the Certificate Owner within ninety (90) days of the date the coverage terminated; and
- b) payment of the total amount of all overdue premiums for the coverage.

If the request for reinstatement is made more than ninety (90) days after termination of the Insured's coverage, no reinstatement of the coverage is allowed; a new enrolment must be completed and sent to Us at the address provided on the Certificate Schedule. If any new coverage is issued by Us in respect of a previously covered Insured, a new Certificate and Certificate Schedule will be issued.

**RIGHTS OF THE CERTIFICATE OWNER****Non-transferable Rights and Interests**

Your rights and interests as the Certificate Owner under the group policy are not transferable.

**Right to Examine Certificate and Cancel Coverage**

You may, within thirty (30) days of the Certificate Date, return the Certificate Schedule and Certificate to Us for cancellation at the address provided on the Certificate Schedule. The Certificate will then be void as of the Certificate Date, and any premiums paid will be completely refunded to the Payor.

**Termination of Insured's Coverage**

You may terminate, on any Certificate(s) owned by you, an Insured's coverage at any time by notifying Us in writing at the address provided on the Certificate.

**Beneficiary Designations**

Only a Certificate Owner may designate one (1) or more Beneficiaries. A Beneficiary designation will not be effective against Us until We have received written notice satisfactory to Us of the Beneficiary designation. We assume no responsibility for the validity of any Beneficiary designation.

**Right to Examine Group Policy**

A Certificate Owner, Insured or claimant may, at any time, review the enrolment information, any evidence of insurability, the Certificate, the group policy and any amendments by contacting the head office of Chubb Life.

**CLAIMS REQUIREMENTS****Notice of Claim**

We must receive written notice of claim at Our head office no later than thirty (30) days from the date the claim arises.

### **Proof of Claim**

We shall provide forms to the claimant to submit proof of claim within thirty (30) days of receiving notice of claim. We must receive written proof of claim at Our head office within ninety (90) days of the date the claim arises. Such proof of claim (e.g., coroner's report, toxicology report and police investigation report) must include evidence satisfactory to Us of the following:

- a) the Accidental Bodily Injury was the sole and direct cause of the Insured's death, Extended Hospital Stay or, if applicable, Critical Injury, and the date that such Accidental Bodily Injury was sustained;
- b) the date of birth of the Insured and, if applicable, the date of death of the Insured;
- c) in the case of a claim for a Dependant Child, that the Insured meets the definition of a Dependant Child;
- d) that the Insured's death, Extended Hospital Stay or, if applicable, Critical Injury, did not directly or indirectly result from one (1) or more of the coverage exclusions found in the What Is Not Covered section of this Certificate;
- e) the name and age of any Beneficiary; and
- f) the right of the claimant to receive any amount payable.

**Exceptions to Prescribed Times for Giving Notice or Proof of Claim** Failure to provide notice of claim or proof of claim within the times prescribed in the group policy does not invalidate the claim if it is shown that it was not reasonably possible to do so, and if the notice or proof is given within a period of two (2) years from the date on which the claim arises, or as otherwise allowed by applicable law. In the case of a Coma, proof of claim for a Critical Injury must be submitted within ninety (90) days of the end of the Waiting Period.

### **Rights of Examination**

At our expense, We may have an Insured examined by a Physician or Medical Specialist of our choice when and as often as We may reasonably require while a claim in respect of that Insured is pending.

In the case of death of an Insured, We may require an autopsy and additional documentation, such as hospital records, coroner's and investigative reports, and attending physician statements, unless prohibited by the laws of the applicable jurisdiction.

## **EXCLUSIONS**

### **What Is Not Covered**

No Accidental Death Benefit Amount or Critical Injury Benefit Amount, if applicable, will be payable if the Insured's Accidental Bodily Injury resulted directly or indirectly from, or was in any manner or degree associated with or occasioned by, any one (1) or more of the following, or if any one (1) or more of the following contributed in any way whatsoever to the Insured's Accidental Bodily Injury:

- a) any naturally occurring condition, illness or disease or bodily or mental infirmity of any kind, or medical or surgical treatment for any such condition, illness, disease or infirmity;
- b) bacteria, viruses, fungi, prions or any other pathogens;
- c) suicide, intentionally self-inflicted injury while sane, or any self-inflicted injury while insane;
- d) use of any drug, unless the drug was prescribed by a Physician and taken as directed;
- e) an Accidental Bodily Injury sustained while the Insured's blood alcohol concentration was in excess of eighty (80) milligrams of alcohol per one hundred (100) millilitres of blood;
- f) use of any poison or gas that was voluntarily taken, administered, absorbed or inhaled;
- g) flying, (except as a fare paying passenger on a recognized commercial airline on a regularly scheduled flight) or any other form of aerial activity;
- h) war (declared or undeclared), riot or civil commotion, insurrection or hostilities of any kind;

participation as a professional athlete in an athletic competition or demonstration; or commission of, or attempt to commit, or the provocation of any indictable criminal offense.

## **GENERAL PROVISIONS**

### **Contract**

The entire contract between Chubb Life and the Group Policyholder consists of the group policy together with any written amendments made in accordance with the group policy after it is issued.

### **Amendments to the Group Policy**

Written Agreement – Any or all of the provisions in the group policy, including those provisions relating to premium rates and the method used to calculate premiums, may be amended at any time by written agreement between Us and the Group Policyholder.

Any such amendment made will not reduce any Accidental Death Benefit Amount or Critical Injury Benefit Amount in respect of an Insured under any Certificates issued prior to the date of the amendment.

Legislative and Regulatory Changes – We reserve the right to amend the group policy should any legislative or regulatory authority having jurisdiction impose requirements that affect the group policy.

### **Limitation of 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* or other applicable legislation in your province or territory.

### **Non-Participating Policy with No Cash Value**

The group policy does not participate in the profits or surplus of Chubb Life, and accordingly, the Group Policyholder does not have the rights of a participating policyholder. Scotia Accidental Death Insurance has no cash value and pays no dividends.

### **Certificates**

We will issue a Certificate Schedule to You with this Certificate that lists the Certificate Owner and the Insured Spouse and, if elected, indicates Dependant Child coverage. Insurance coverage in respect of this Certificate shall take effect on the Certificate Date, provided that the first (1st) premium is paid by that date, and shall continue In Force thereafter until it is terminated according to the provisions in this Certificate.

### **Termination of the Group Policy**

The group policy may be terminated either by Us or the Group Policyholder upon at least ninety (90) days written notice to the other. Such notice shall be personally delivered or sent by registered mail and addressed to the then-current national head office of the addressee. Any such notice that is personally delivered shall be deemed to have been received by the addressee when actually delivered. Any such notice sent by registered mail shall be deemed to have been received by the addressee on the third (3rd) business day following the day on which such notice was mailed.

### **Applicable Law**

All rights and obligations under the group policy will be governed by the laws of Canada and Ontario. All rights and obligations under Certificates issued to You will be governed by the laws of Canada and the province in which You reside.

**Currency**

All payments made by Us or to Us are payable in Canadian currency.

**End of Certificate of Insurance**

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## PRE-AUTHORIZED DEBIT (PAD) AGREEMENT

### 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).**

**You understand and agree that You have waived the right to pre-notification at least 5 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 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 honouring 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 <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 <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.

## **CHUBB PRIVACY POLICY**

Chubb Insurance Company of Canada (“Chubb”) has been a long-standing, trusted provider of insurance to Canadian companies and individuals. Chubb has earned that trust in part by its careful treatment of the personal information that customers entrust to our care in order that we can serve their insurance needs. Chubb does not sell personal information and Chubb staff have been trained to treat personal information confidentially and with respect.

### **Why Chubb Collects and Discloses Personal Information:**

Chubb collects, uses, and discloses personal information only for the purposes of serving the insurance related needs of Chubb customers, which includes, current and past policyholders and insureds or applicants for insurance. This may include: evaluating, monitoring and assessing insurance needs, providing risk management services, underwriting, rating, binding, and issuing insurance policies and providing all policy related, marketing or administrative services, including verifying information, loss control, compliance with regulatory requirements and claims investigation, surveillance, detecting and preventing fraud, adjustment and coverage assessment. This also includes collecting and disclosing personal information about third parties with respect to claims made against Chubb customers.

### **The Kinds of Personal Information Chubb Collects:**

Chubb collects different types of personal information depending on the purpose for collection. For example, Chubb may collect property descriptions, claims histories, driving records, employment information, medical and health information and financial information.

### **How Chubb Obtains Personal Information:**

Most of the personal information collected by Chubb is provided to us by insurance brokers or agents with your consent. If an insurance broker or agent tells Chubb that we have a customer’s consent to collect and use personal information, we will rely on that statement. Chubb also obtains personal information from various third party sources as part of the underwriting process and as part of the claims process. For instance, when we underwrite automobile insurance, we may obtain a record of driving offences and, where permitted by law, your credit information. We may also obtain claims or underwriting information from other insurance companies or insurance industry sources. When we insure the directors, officers, employees, representatives or contractors of a company, we may obtain personal information about those individuals from the company. When we investigate and adjust claims, we may gather personal information from our customers, insurance brokers, agents, or from third party sources. Chubb may obtain your consent and collect such information directly or through insurance adjusters, private investigators or lawyers representing Chubb or our insured.

### **Chubb’s Disclosure of Personal Information:**

Chubb discloses personal information, including to its affiliated companies in other jurisdictions, only for the reasons listed above or if required to do so by law. By way of example, in order to provide various claims services we frequently disclose personal information to third party service providers and others. These would include insureds, insurance brokers, insurance adjusters, windshield repair companies, automobile repair shops, contractors, construction companies, investigators, engineers, accountants, lawyers, and others. When Chubb discloses personal information to insurance industry associations or service providers, the service providers are required to protect your privacy.

Similarly, Chubb may disclose personal information to obtain further personal information required for underwriting purposes. For instance, a name and insurance policy number may need to be provided to another insurance company to obtain a claims history.

We obtain your consent to disclose your personal information when required. Generally, consent to disclosure is obtained by the insurance broker or agent (this consent may be obtained when the customer applies for or renews the insurance policy), by Chubb, or by the service provider. In appropriate circumstances, your consent may be implied. If an insurance broker or agent tells Chubb



that we have a customer's consent to disclose information, we will rely on that information.

As a member of a global group of companies, there may be circumstances where Chubb discloses your personal information to our parent company, other affiliates, joint venture partners, employees, service providers, agents, reinsurers and any of their service providers, some of whom may be located in jurisdictions outside Canada, and your personal information may be subject to the laws of those foreign jurisdictions. When your personal information is disclosed to other parties, those parties are required to protect the confidentiality of your personal information in a manner that is consistent with our privacy policy and practices. You can obtain written information about Chubb's policies and practices with respect to the use of service providers outside Canada by contacting the Privacy Officer.

**When Your Consent Is Not Required:**

Please note that your knowledge and consent for the collection, use and disclosure of personal information are not required in some circumstances that are set out in privacy legislation.

**How Chubb Ensures the Security of Personal Information:**

Personal information recorded in documents is securely stored at Chubb's offices in Canada and at offices of Chubb's affiliated companies. Electronically recorded information is stored on computer systems maintained by Chubb and Chubb's affiliated companies. Those computer systems and the information stored in them are protected by electronic security systems.

Chubb and its affiliated companies restrict access to personal information and Chubb employees, contractors and representatives can only access personal information when they have a legitimate business reason. Chubb employees receive training on how to protect personal information and they are under obligation to respect privacy laws, this policy, and our Code of Conduct.

It is the responsibility of the Privacy Officer to ensure that Chubb complies with privacy laws and with this policy.

**Retention of personal information:**

We will only keep personal information for as long as is necessary or as required by law.

**Accuracy and Access to Personal Information:**

Chubb is committed to keeping accurate records of the personal information we hold and you have the right to access the personal information we hold about you. You can request us to correct any personal information about you that is inaccurate, incomplete, ambiguous or collected improperly. The request must be sent in writing to the Chubb Privacy Officer. Please note that there are certain circumstances where the law does not require us to provide you with access.

**Withdrawal of Consent:**

Generally, you may refuse or withdraw your consent to the collection, use or disclosure of your personal information at any time except in some circumstances. Please be aware that if you withdraw your consent, we may no longer be able to provide you with insurance coverage and services. If you wish to withdraw or alter your consent, please write to the Chubb Privacy Officer.

**Online Privacy Policy:**

Chubb's Online Privacy Policy sets out how we protect your privacy when you access our website. Please refer to "Online Privacy Policy" here, <https://www.chubb.com/ca-en/privacy-policy.html>

**Amendments:**

Chubb may amend this policy from time to time. A current version of the Privacy Policy is always available on our website under "Canada's Privacy Policy" here, <https://www.chubb.com/ca-en/privacy-policy.html>

**Further Information:**

Requests for further information, personal information access or complaints about Chubb's handling of personal information can be made by writing to Chubb's Privacy Officer at:

Chubb Insurance Company of Canada  
199 Bay Street, Suite 2500  
Box 139, Commerce Court Postal Station,  
Toronto, ON M5L 1E2,  
Canada

Attention: Privacy Officer

<sup>1</sup> This policy also applies to the Canadian branch of Federal Insurance Company and Chubb Life Insurance Company of Canada, all of which are affiliates of Chubb Insurance Company of Canada.

## **ENROLMENT TERMS AND CONDITIONS AND ACKNOWLEDGEMENT**

### **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) Accidental Death insurance is underwritten by Chubb Life Insurance Company of Canada ("Chubb Life") and offered and arranged for by BNS Insurance Agency Inc. ("BNSIA"). This insurance coverage has some important limitations and exclusions described in the Certificate of Insurance.
- 2) any coverage that is issued to You will become effective on the Effective Date that is set out in the Certificate Schedule, provided the first premium is paid by that date.
- 3) any false statements, material misrepresentations or deliberate omissions will cause coverage to be null and void.
- 4) the provisions of Your coverage are ultimately governed by the provisions of the Scotia Insurance Accidental Death group policy, which can be examined by contacting the head office of Chubb Life.
- 5) You acknowledge, consent and understand that in order to provide and administer Your coverage, Chubb Life must release your personal information to third party administrators, some of which may be located outside of Canada and subject to local law.
- 6) You confirm and acknowledge that You are bound by the terms of the Chubb Canada Privacy Policy which follows these terms and conditions (also found here: <https://www.chubb.com/ca-en/privacy-policy.html>), and the BNSIA Privacy Policy (found here: <https://www.scotiainsurance.com/en/privacy-policy.html>).
- 7) You acknowledge and confirm that You have obtained all necessary approvals and consents of third parties, including the consent of your Spouse, if applicable, that may be required to enroll and administer the insurance coverage for such third parties, including Your Spouse, if applicable, and to provide Chubb Life and BNSIA with any requested personal information of such third parties, the personal information of Your Spouse, if applicable, that may be necessary for Chubb Life or BNSIA to enroll and administer the insurance coverage for such third parties, including Your Spouse, if applicable.
- 8) in order to best administer Your coverage, You authorize and direct Scotiabank and BNSIA to release to Chubb Life relevant information such as Your name, address, telephone number or, where applicable, the Scotiabank account number from which Your premiums will be debited in the event there is a change in Your account.
- 9) You confirm that the information that You have provided (including Your Spouse's personal information, if any) is complete and accurate.
- 10) By providing any of Your Spouse's personal information, You confirm that You have obtained consent from Your Spouse to disclose Your Spouse's information to Chubb Life and to BNSIA and to Chubb Life releasing Your Spouse's personal information to third party administrators, some of which may be located outside of Canada and subject to local law.

To simplify your insurance, visit us at: [www.scotiainsurance.com](http://www.scotiainsurance.com)

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

Scotia Accidental Death 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.

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