

CHUBB

**Basic Accidental Death &  
Dismemberment Insurance  
& Critical Illness Program**

**For the Members of:  
IATSE Local 873 Health and Welfare Trust**

Policy Number:

AB10453601

CI10453601

CO10453601

Underwritten by:

Chubb Life Insurance Company of Canada

Effective Date:

July 01, 2017

This brochure has been prepared in connection with a group plan underwritten by Chubb Life Insurance Company of Canada (“Chubb Life”). For ease of reference it contains a brief description only and does not mention every provision of the contract issued. Please remember that rights and obligations are determined in accordance with the contract and not this brochure. For the exact provisions applicable, please consult the Local 873 Health and Welfare Trust.

## **COVERAGE**

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

## **ELIGIBILITY**

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All active, members of the policyholder, under age 75.

To be eligible for coverage, you must be a member under the age of 75 of I.A.T.S.E. Local 873 in good standing. The term "in good standing", as used in the Constitution and By Laws of I.A.T.S.E. Local 873, means that you have fully complied with all obligations to the Local, not only financially, but in all other respects as well, or any person who is directly employed and compensated for service by the employer and is eligible for insurance as defined within the policy. The person must be listed in the policyholder's (or Third Party Administrator's) list of eligible members.

## **BENEFIT AMOUNT**

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Flat amount of \$75,000

Benefit terminates the date you cease to be an active member of the policyholder, upon attainment of age 75 or earlier retirement. Benefit reduces by 50% at age 70.

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

**Benefits payable under the following section will be limited to only one policy in the event the benefits are contained in two or more policies issued to the Policyholder by Chubb Life** (not applicable to the Schedule of Losses, Exposure and Disappearance and Conversion).

## **SCHEDULE OF LOSSES**

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### **Accidental Death & Dismemberment**

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

### Percentage of Benefit Amount

Loss of Life.....	100%
Loss of Entire Sight of Both Eyes .....	100%
Loss of One Hand and One Foot.....	100%
Loss of Use of One Hand and One Foot .....	100%
Loss of One Hand and Entire Sight of One Eye .....	100%
Loss of One Foot and Entire Sight of One Eye .....	100%
Loss of Speech and Hearing in Both Ears .....	100%
Brain Death .....	100%
Loss of Both Arms, Both Hands, Both Legs or Both Feet.....	200%
Loss of Use of Both Arms, Both Hands, Both Legs or Both Feet .....	200%
Quadriplegia .....	200%
Paraplegia .....	200%
Hemiplegia .....	200%
Loss of One Arm or One Leg .....	75%
Loss of Use of One Arm or One Leg .....	75%
Loss of One Hand or One Foot .....	75%
Loss of Use of one Hand or One Foot.....	75%
Loss of Entire Sight of One Eye .....	75%
Loss of Speech or Hearing in Both Ears .....	75%
Loss of Thumb and Index Finger of Same Hand .....	33 1/3%
Loss of Use of Thumb and Index Finger of Same Hand .....	33 1/3%
Loss of Four Fingers of Same Hand .....	33 1/3%
Loss of Hearing One Ear .....	33 1/3%
Loss of All Toes of Same Foot .....	25%

“**Loss**” shall mean with respect to hand or foot, the actual severance through or above the wrist or ankle joint; with respect to arm or leg, the actual severance through or above the elbow or knee joint; with respect to eye, the total and irrecoverable loss of sight; with respect to speech, the total and irrecoverable loss of speech which does not allow audible communication in any degree; with respect to hearing, the total and irrecoverable loss of hearing which cannot be corrected by any hearing aid or device; with respect to thumb and index finger or four fingers, the actual severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand); with regard to toes, the actual severance through or above the metatarsophalangeal joints (the joints between the toes and the foot) of the same foot. If an Insured Person suffers complete severance of a hand, foot, arm or leg as described above, then Chubb Life will pay the amount specified in the Schedule of Losses even if the severed limb is surgically reattached, whether successful or not.

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

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

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

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

### **Repatriation Benefit**

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

### **Rehabilitation Benefit**

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

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

### **Family Transportation Benefit**

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

**“Family Member”** means spouse, parent or stepparent, child or stepchild or 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.

## **Spousal Occupational Training Benefit**

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

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

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

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

Benefit payments herein will not be paid unless:

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

The maximum payable under both items 1 and 2 shall be 10% of an Insured Person's Principal Sum amount to a maximum of \$50,000.

## **Day Care Benefit**

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

The “Day Care Benefit” will be paid each year for four consecutive years, but only upon receipt of satisfactory proof that a child is enrolled in a legally licensed day care centre.

“**Dependent Child**” means the Employee’s eligible unmarried natural, adopted, step child or common law child who is principally dependent on the Employee or the Employee’s spouse for financial support.

### **Special Education Benefit**

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

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

### **Bereavement Benefit**

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

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

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

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In the event an Insured Person sustains an injury which results in a payment being made under the Schedule of Losses, excluding the Loss of Life Benefit, and an Insured Person is hospital confined as an in-patient and is under the care of a legally qualified and registered physician or surgeon other than himself or herself, Chubb Life will pay for each full month, 1% of an Insured Person’s Principal Sum amount, subject to a maximum amount of \$2,500, or 1/30 of such monthly benefit for each day of partial month, retroactive to the 1st full day of such confinement but not to exceed 365 days in the aggregate for each period of hospital confinement.

“**Hospital**” as used herein means a legally constituted establishment which

meets all of the following requirements: (1) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; (2) provides 24 hour a day nursing service by registered or graduate nurses; (3) has a staff of one or more licensed physicians available at all times; (4) provides organized facilities for diagnosis and surgical facilities; and (5) is not primarily a clinic, nursing home or convalescent home or similar establishment nor, other than incidentally, a place for alcoholics or drug addicts.

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

**Cosmetic Disfigurement**

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If an Insured Person suffers a third degree burn due to an accident, Chubb Life will pay a percentage of the Principal Sum depending on the area of the body which was burned according to the following table, subject to a maximum benefit payable of \$25,000:

<b>Body Part</b>	<b>% of Principal Sum Payable</b>
Face, Neck, Head.....	100%
Hand & Forearm .....	25%
Either Upper Arm.....	15%
Torso (Front or Back) .....	35%
Either Thigh.....	10%
Either Lower Leg (below knee) .....	25%

In the event of a 50% surface burn, the % of benefit is reduced by 50%. This table only represents the maximum percent of the Principal Sum payable for any one accident. If the Insured suffers burns in more than one area as a result of any one accident, benefits will not exceed a maximum of \$25,000.

**Seat Belt Benefit**

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

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

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## **Identification Benefit**

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In the event accidental loss of life is sustained by an Insured Person not less than 150 kilometers from an Insured Person's normal place of residence and identification of the body by a "Family Member" has been requested by the police or a similar governmental authority, Chubb Life will reimburse the reasonable expenses actually incurred by such member for:

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

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

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

**"Family Member"** means spouse, parent or stepparent, child or stepchild or 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.

## **Conversion Privilege**

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On the date of termination of employment or during the 31-day period following termination of employment, an Insured Person may convert his or her insurance to an individual ACCIDENTAL DEATH and DISMEMBERMENT only insurance policy of Chubb Life. The individual policy will be effective either as of the date that the application is received by Chubb Life or on the date that coverage under the group policy ceases, whichever occurs later. The premium will be the same, as a person would ordinarily pay when applying for an individual policy at that time.

## **Exposure and Disappearance**

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

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

## **Waiver of Premium**

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If an Insured Employee, under age 65, becomes totally disabled for 6 consecutive months and an Insured Employee provides evidence of total disability satisfactory to Chubb Life Insurance, Chubb Life Insurance will then waive the payment of each premium which falls due with respect to an Insured Employee and any Insured Dependents. Subject to all the terms and conditions of the policy, waiver of any premium as herein provided will continue with respect to an Insured Employee until age 65 or earlier termination of the policy. If an Insured Employee ceases to be disabled and an Insured Employee returns to employment with the Policyholder and is a member of an eligible class, insurance with respect to an Insured Employee may be continued upon resumption of premium payments by an Insured Employee or the Policyholder.

If after 120 days, an Insured Employee receives approval of any long term disability claim provided under a policy of group insurance through the Policyholder, Chubb Life will then waive the payment of each Accidental Death and Dismemberment insurance premium subject to the terms stated above.

### **Recurrent Disabilities**

When an Insured Employee becomes totally disabled again from the same or related causes within six months of cessation of the Waiver of Premiums, then all such recurrences will be considered a continuation of the same disability and Chubb Life will waive the six month qualification period.

If the same disability recurs more than six months after cessation of the Waiver of Premiums, such disability will be considered a separate disability. Two disabilities which are due to unrelated causes are considered separate disabilities if they were separated by a return to work of at least one day.

### **Termination of Waiver of Premium**

Waiver of Premiums will cease on the earliest of:

- a. the date an Insured Employee ceases to meet the policy's definition of totally disabled;
- b. the date an Insured Employee does not supply Chubb Life with appropriate medical evidence as deemed necessary by Chubb Life;
- c. the date an Insured Employee is no longer receiving regular, ongoing care and treatment of a Physician appropriate for the disabling condition, as determined by Chubb Life;
- d. the date an Insured Employee does not attend a medical, psychiatric, psychological, functional, educational and/or vocational examination evaluation by an examiner selected by Chubb Life;
- e. the date the policy terminates;
- f. the date an Insured Employee turns 65; or
- g. the date an Insured Employee dies.

## **Coverage during Waiver of Premium**

While premiums are being waived, Basic Accidental Death and Dismemberment Insurance under the policy on an Insured Employee will continue to be in force. The amount of such insurance will be the amount of insurance that was in effect on the date of commencement of the disability, subject to any age reduction or termination shown in the policy.

**“Totally Disabled or Total Disability”** with respect to Waiver of Premium means disability resulting from injury or sickness which prevents engagement in an Insured Person’s regular occupation for six consecutive months.

## **Continuance of Coverage**

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If an Insured Employee is: (1) laid off on a temporary basis; (2) temporarily absent from work due to short-term disability; (3) on leave of absence; or (4) on maternity leave, coverage shall be extended for 12 months, subject to the payment of premiums. If an Insured Employee assumes other occupational duties during the leave or lay-off period, no benefits shall be payable for a loss occurring during the performance of such other occupation.

## **EXCLUSIONS**

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

- a. Intentionally self-inflicted injury, suicide or any attempt thereof;
- b. Declared or undeclared war, or any act of war, terrorism, riot or insurrection, or service in the armed forces of any country, government or international organization;
- c. Travel or flying in an aircraft owned or leased by the Policyholder, an Insured or a member of an Insured’s household, or aircraft being used for any test or experimental purpose, firefighting, power line inspection, pipeline inspection, aerial photography or exploration except to the extent such travel or flight is provided in the “Hazards Insured Against” section of this policy, if applicable);
- d. Losses occurring while the Insured is serving on full-time active duty in the Armed Forces of any country or international authority (any premium paid to be returned by the Company pro-rata for any such period of full-time active duty.
- e. This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

## **CRITICAL ILLNESS PROGRAM**

### **ELIGIBILITY**

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You will be eligible for coverage if you are an active member of the Policyholder under age 75.

Benefit reduces by 50% at age 70 and terminates at age 75 or earlier retirement.

To be eligible for coverage, you must be a member under age 75 of I.A.T.S.E. Local 873 in good standing. The term “in good standing”, as used in the Constitution and By Laws of I.A.T.S.E. Local 873, means that you have fully complied with all obligations to the Local, not only financially, but in all other respects as well, or any person who is directly employed and compensated for service by the employer and is eligible for insurance as defined within the policy. The person must be listed in the policyholder’s (or Third Party Administrator’s) list of eligible members.

Coverage can also be purchased by your spouse (legally married or a person who co-habits with you and has been represented as your domestic partner for a period of 1 year or longer in the community in which you reside and continues to be so represented) under age 70 or unmarried dependent children, including step, foster or legally adopted children who are under age 21, or under age 25, if the child is a full-time student and dependent on you or your spouse for financial support, or over age 21 if the child is dependent by reason of mental or physical infirmity and incapable of self-sustaining employment and dependent upon you or your spouse for financial support.

### **INSURED CONDITIONS**

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- Alzheimer’s Disease
- Aorta Surgery
- Benign Brain Tumour
- Blindness
- Cancer
- Cancer Recurrence
- Coma
- Coronary Artery Bypass Surgery
- Deafness
- Dismemberment
- Heart Attack
- Heart Valve Replacement
- Loss of Independence
- Loss of Speech
- Major Organ Failure
- Major Organ Transplant
- Motor Neuron Disease
- Multiple Sclerosis
- Occupational HIV Infection
- Paralysis
- Parkinson’s Disease
- Severe Burns
- Stroke

### **ADDITIONAL BENEFITS**

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- Ductal Carcinoma in situ (DCIS) Benefit
- Early Stage Prostate Cancer (T1a or T1b) Treatment
- Hip or Knee Replacement Surgery (applicable to Mandatory Coverage)

- Only)
- Second Event Benefit

## BENEFITS

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### Mandatory Coverage

You will be covered for a flat amount of \$20,000.

### Non Medical - Optional Guaranteed Issue Critical Illness\*

Member: Choice of \$10,000, \$15,000, \$20,000 or \$25,000

Spouse: Choice of \$10,000, \$15,000, \$20,000 or \$25,000

Each child: Flat amount of \$5,000 or \$10,000 (only available in conjunction with the enrollment of a Member and/or Member's spouse)

The above benefit amounts **are not subject to satisfactory evidence of insurability.**

### Optional Critical Illness based on evidence of good health\*

Member: \$10,000 to \$150,000 in units of \$5,000

Spouse: \$10,000 to \$150,000 in units of \$5,000

Benefit amounts **are subject to satisfactory evidence of insurability.**

\*If optional coverage is purchased, the combined Mandatory and Optional benefit amount cannot exceed \$150,000 per Insured Person.

Coverage ceases upon the earlier of termination, retirement or the attainment of age 70 with respect to the Optional Non Medical and Optional Medically underwritten Critical Illness benefits.

## COST OF INSURANCE FOR OPTIONAL COVERAGE

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Premium payments will be calculated and collected at time of enrolment or re-enrolment.

### Monthly Rates

Age Band	\$5,000/month		\$5,000/month	
	Male		Female	
	Non-smoker	Smoker	Non-smoker	Smoker
<b>Under 25</b>	\$0.58	\$0.78	\$0.58	\$0.78
<b>25 to 29</b>	\$0.58	\$0.78	\$0.58	\$0.78
<b>30 to 34</b>	\$0.83	\$1.19	\$1.02	\$1.40
<b>35 to 39</b>	\$1.11	\$1.71	\$1.34	\$1.99
<b>40 to 44</b>	\$1.68	\$2.83	\$1.87	\$3.29
<b>45 to 49</b>	\$2.81	\$5.47	\$2.92	\$5.38
<b>50 to 54</b>	\$5.25	\$9.98	\$4.12	\$8.86
<b>55 to 59</b>	\$7.75	\$16.86	\$5.35	\$13.42
<b>60 to 64</b>	\$11.82	\$27.56	\$6.97	\$15.34
<b>65 to 69</b>	\$19.28	\$41.97	\$12.09	\$24.95

**Monthly Rates for Children  
(applicable to Optional Guaranteed Issue only)**

<b>Monthly Rate for \$5,000</b>	<b>Monthly Rate for \$10,000</b>
\$0.75	\$1.50

**BENEFIT PAYMENT**

If an Insured is diagnosed with or meets the definition of an Insured Condition or a Partial Payment Benefit condition, after the effective date or latest reinstatement date of coverage, and survives a period of 30 days following the date of diagnosis, or such longer period of time set out in the description of the insured condition or Partial Payment Benefit condition, the insurer will pay the applicable benefit.

**PARTIAL BENEFITS**

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Subject to the terms, conditions and other provisions of the policy, the insurer will pay the Partial Payment Benefit as set out below.

Please note that Partial Payment Benefits are not deemed to be Insured Conditions, nor do they fall under the category of Insured Conditions for the purposes of the Second Event Benefit.

Payment of a Partial Payment Benefit does not reduce eligible payment of a principal sum payment. Each Partial Payment Benefit is payable only once.

**Ductal Carcinoma In Situ (DCIS)**

“DCIS” means the diagnosis by a Physician, of the presence of Ductal Carcinoma In Situ of the breast, as confirmed by biopsy. A Physician certified as an oncologist must confirm the diagnosis in writing.

The insurer will pay 20% of the Principal Sum up to a maximum of \$20,000 if the insured is diagnosed with DCIS and survives 30 days thereafter.

**Early Stage Prostate Cancer Treatment**

“Early Stage Prostate Cancer (T1a or T1b Treatment” means the diagnosis by a Physician certified as an oncologist of Early Stage Prostate Cancer with one of the following recommended treatments: Prostate Surgery, Radiation Therapy, Chemotherapy, or Hormone Therapy

The insurer will pay 20% of the Principal Sum up to a maximum of \$20,000 if the Insured undergoes Early Stage Prostate Cancer (T1a or T1b) Treatment and the Insured survives 30 days thereafter.

No Partial Payment Benefit will be payable unless the Physician has

recommended at least one of the above treatments.

**Hip or Knee Replacement Surgery** (only applicable to Mandatory Coverage)  
The insurer will pay 20% of the Principal Sum up to a maximum of \$20,000 if the insured has undergone surgery to replace either the hip or the entire knee through the procedures set out below:

- Hip replacement qualifies if the femoral stem is replaced. This procedure is performed in both total arthroplasty and hemiarthroplasty (both monopolar and bipolar)
- Knee replacement qualifies if all three compartments of the knee (medial, lateral and patellofemoral compartments) are replaced. This procedure is also known as total knee replacement.

Hip replacement or knee replacement surgeries must be performed by a Specialist.

### **Second Event Benefit**

If an Insured Person is diagnosed with either of the following Category of Conditions;

- a. Cancer, or
- b. Cardiovascular Condition (defined as Heart Attack, Stroke, Coronary Artery Bypass, undergoes Aorta Surgery or Heart Valve Replacement)

for which the Principal Sum has been paid and an Insured is thereafter considered (by the treating physician) fully recovered and not actively receiving treatment and has returned to work for a period of at least 90 days and is then diagnosed with another Insured Condition, the Second Event benefit payable will be equal to the Principal Sum.

The Second Event Benefit is subject to the Insured surviving 30 days after the diagnosis of such Insured Condition. An insured spouse is considered eligible for a Second Event 90 days after the required treatment has finished and they have survived 30 days after the diagnosis of such Insured Condition, except as provided for under Cancer Recurrence.

In order to be considered an eligible Second Event condition the first event and the second event cannot fall into the same Category of Conditions, except as provided for under Cancer Recurrence.

The Second Event Benefit is payable only once. Payment of the Second Event Benefit will represent full and final discharge of all claims under the Second Event Benefit. Following Payment of the Second Event Benefit, coverage under the policy will terminate.

## **Pre-Existing Medical Condition Provision (applicable to Guaranteed Optional benefit only)**

If you or your covered dependents suffer a sickness or sustain an injury for which medical advice, consultation, investigation, or diagnosis was sought or received, or for which treatment was required or recommended by a licensed medical practitioner during the **24 months** immediately prior to you or your covered dependent's effective date of insurance or prior to any increase in the amount of insurance and, which directly or indirectly causes the specified covered condition to occur within the first **24 months** from you or your covered dependent's effective date of insurance or from any increase in the amount of insurance, a benefit will not be payable

## **DEFINITIONS OF INSURED CONDITIONS**

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**Alzheimer's Disease:** means the diagnosis of Alzheimer's Disease, which is a progressive degenerative disease of the brain. The diagnosis must be supported by medical evidence that the Insured Person exhibits the loss of intellectual capacity resulting in impairment of their memory and judgment, which results in a significant reduction in their mental and social functioning, such that they require permanent daily personal supervision for the activities of daily living. All other dementing organic brain disorders and psychiatric illnesses are excluded from this insured condition definition. A physician who is certified as either a neurologist or a psychiatrist must confirm diagnosis in writing.

**Aorta Surgery:** means 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 Aortic Surgery must be performed on the prior written advice of a physician 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:** means 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.

**Blindness:** means the total and irrecoverable loss of sight in both 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 physician certified in ophthalmology, must clinically confirm the diagnosis in writing.

**Cancer:** means 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:



- Carcinoma in situ
- Kaposi's Sarcoma (or other AIDS related cancers) and cancer in the presence of human immunodeficiency virus (HIV).
- Skin cancer or melanoma that is not invasive and has not exceeded .75 millimeters in depth.
- Prostate cancer diagnosed as T1 NoMo or equivalent staging.
- A recurrence or metastasis of a cancer which was originally diagnosed prior to the effective date of coverage, except as provided for under Cancer Recurrence.

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

**Cancer Recurrence** means, if the insured person has already been diagnosed with Cancer and, while insured, a new diagnosis of Cancer is made, a benefit will be paid, subject to all the policy terms and provisions, if the following conditions have been met:

- More than 60 months have passed since the previous cancer diagnosis; and
- No Treatment relating directly or indirectly to cancer has been received within that 60 month period (treatment does not include preventive medications and follow up visits to the doctor).

**Coma:** means you have 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. A physician who is certified as a neurologist must confirm diagnosis in writing.

**Coronary Artery Bypass Surgery:** means surgery performed by a physician 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 a covered Critical Illness.

**Deafness:** means the diagnosis of permanent loss of hearing in both of your ears, with an auditory threshold of more than 90 decibels in each ear. A physician, who is certified as an otolaryngologist must confirm diagnosis in writing.

**Dismemberment:** means a definite diagnosis of the complete severance of two or more 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.

**Heart Attack:** means a definite diagnosis of the 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; or
- 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.

The diagnosis of Heart Attack must be made by a Specialist.

**Exclusions:** No benefit will be payable under this condition for:

- a. elevated biochemical cardiac markers with a:
  - i. Troponin Level of less than 1
  - ii. CK-Mb Level of less than 4, or
- b. ECG changes suggesting a prior myocardial infarction, which do not meet the Heart Attack definition as described above.

**Heart Valve Replacement:** means undergoing surgery to replace any heart valve with either a natural or mechanical valve. The surgery must be determined to be medically necessary by a Specialist. **Exclusion:** No benefit will be payable under this condition for heart valve repair.

**Loss of Speech:** means the definite diagnosis of the total and irreversible loss of the ability to speak as the result of physical injury or disease, for a period of at least 180 days. The diagnosis of Loss of Speech must be made by a Specialist.

**Loss of Independence:** means the definitive diagnosis by a licensed physician of either:

- Being totally and permanently unable to perform, by oneself, at least 2 of the 6 activities of daily living or,
- Cognitive impairment.

A mental or nervous disorder without a demonstrable organic cause is not covered. Loss of Independence must persist for at least 90 days from the date of the diagnosis.

**Major Organ Failure:** means 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 Person 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:** means 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 Person 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.

**Motor Neuron Disease:** means 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
- Pseudo bulbar palsy

The diagnosis of Motor Neuron Disease must be made by a Specialist.

**Multiple Sclerosis:** means the unequivocal written diagnosis by a physician who is certified as a neurologist confirming at least one of the following:

- two or more separate clinical attacks, confirmed by magnetic resonance imaging (MRI) of the nervous system, showing multiple lesions of demyelination; or
- well-defined neurological abnormalities lasting more than 6 months, confirmed by MRI imaging of the nervous system, showing multiple lesions of demyelination; or
- a single attack, confirmed by repeated MRI imaging of the nervous system, which shows multiple lesions of demyelination which have developed at intervals at least one month apart.

**Occupational HIV Infection:** means a definite diagnosis of infection with Human Immunodeficiency Virus (HIV) resulting from accidental injury during the course of the Insured Person's normal occupation, which exposed the person to HIV contaminated body fluids. The accidental injury leading to the infection must have occurred after the later of the effective date of the policy, the effective date of last reinstatement of the policy, or the Insured Person's effective date of coverage.

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

- a. The accidental injury must be reported to the insurer within 14 days of the accidental injury;
- b. A serum HIV test must be taken within 14 days of the accidental injury and the result must be negative;
- c. A serum HIV test must be taken between 90 days and 180 days after the accidental injury and the result must be positive;
- d. All HIV tests must be performed by a duly licensed laboratory in Canada or the United States of America;
- e. The accidental injury must be reported, investigated and documented in accordance with current Canadian or United States of America

- workplace guidelines.
- f. The diagnosis of Occupational HIV Infection must be made by a Specialist.

**Exclusions:** No benefit will be payable under this condition if:

- The Insured Person has elected not to take any available licensed vaccine offering protection against HIV; or,
- A licensed cure for HIV infection is available prior to the accidental injury; or,
- HIV infection has occurred as a result of non-accidental injury including, but not limited to, sexual transmission and intravenous (IV) drug use.

**Paralysis:** means 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 the insurer to be permanent. A physician certified as a neurologist must confirm diagnosis in writing.

**Parkinson's Disease:** means unequivocal diagnosis of primary idiopathic Parkinson's Disease resulting in the inability to perform 3 of the 6 activities of daily living without assistance. Diagnosis should show signs of progressive impairment and must be confirmed in writing by a physician who is certified as a neurologist.

**Severe Burns:** means the Insured Person has third degree burns covering at least 20% of the surface area of their body. A physician who is certified as a plastic surgeon must confirm diagnosis of this condition in writing.

**Stroke:** means that the Insured Person 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 physician who is certified as a neurologist.

## **CONTINUANCE OF COVERAGE**

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

## **WAIVER OF PREMIUM**

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If you are, under age 65, and become totally disabled for 6 consecutive months,

while coverage is in force and can provide evidence of total disability satisfactory to the insurer; the insurer will waive the payment of each premium which falls due with respect to your coverage. Subject to all the terms and conditions of the policy, waiver of any premium as herein provided for you, will continue until age 65 or earlier termination of the policy. If you cease to be disabled and return to employment with the Policyholder and is a member of an eligible class, your insurance may then be continued upon resumption of premium payments.

If after 120 days, you receive approval of any Long Term Disability claim provided under a policy of group insurance through Local 873 Health and Welfare Trust, the insurer will then waive the payment of each Critical Illness insurance premium subject to the terms stated above.

### **Recurrent Disabilities**

If you become totally disabled again from the same or related causes within 6 months of cessation of the Waiver of Premiums, then all such recurrences will be considered a continuation of the same disability and the insurer will waive the 6 month qualification period.

If the same disability recurs more than 6 months after cessation of the Waiver of Premiums, such disability will be considered a separate disability. Two disabilities which are due to unrelated causes are considered separate disabilities if they were separated by a return to work of at least 1 day.

### **Termination of Waiver of Premium**

Waiver of Premiums will cease on the earliest of:

- a. the date you cease to meet the policy's definition of totally disabled;
- b. the date you do not supply the insurer with appropriate medical evidence as deemed necessary by the insurer;
- c. the date you are no longer receiving regular, ongoing care and treatment of a physician appropriate for the disabling condition, as determined by The insurer;
- d. the date you do not attend a medical, psychiatric, psychological, functional, educational and/or vocational examination evaluation by an examiner selected by The insurer;
- e. the date you reach 65 years of age;
- f. the date the policy terminates; or
- g. the date of your death.

### **Coverage During Waiver of Premium**

While premiums are being waived, Critical Illness Insurance coverage provided under the policy will continue to be in force for all insured persons. The amount of such Critical Illness Insurance will be the amount of insurance that was in effect on the date of commencement of the disability, subject to any age reduction or termination shown in the policy.

**“Totally Disabled or Total Disability”** with respect to waiver of premium, means disability resulting from injury or sickness which prevents engagement in the Insured Person’s regular occupation for 6 consecutive months.

## **CONVERSION**

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On the date of termination of employment or during the 31 day period following termination of employment, an Insured may convert his or her coverage under this policy to an individual insurance policy of the insurer. The individual policy will be effective either as of the date that the insurer receives the application or on the date that coverage under the group policy ceases, whichever occurs later. The premium will be the same as an Insured would ordinarily pay when applying for an individual policy at that time. The amount of Critical Illness insurance benefit converted to shall not exceed that amount issued during employment up to an all policies combined maximum of \$25,000. The individual policy will cover the same conditions as those available under the group policy currently in force.

## **LIMITATIONS AND EXCLUSIONS**

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The plan does not provide benefits for any of the specified coverages caused directly or indirectly by or resulting from intentionally self-inflicted injury, suicide or any attempt thereat, while sane or insane; declared or undeclared war or any act thereof; injury or sickness, other than one of the specified insured conditions, even though such injury or sickness may have been complicated by one of the specified coverages; a complication of Human Immunodeficiency Virus (HIV) infection or any variance thereof including AIDS and AIDS Related Complex; the use, existence or escape of nuclear weapons, material or ionizing radiation from or contamination by radioactivity from any nuclear fuel or waste from the combustion of nuclear fuel; the commission or attempted commission by the Insured Person 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.

### **90 Day DCIS, Early Stage Prostate Cancer (T1a or T1b) Treatment and Cancer Exclusion**

The insurer will not pay the Critical Illness Benefit for a diagnosis of DCIS, Early Stage Prostate Cancer (T1a or T1b) Treatment, and Cancer 90 days from the effective date, or latest reinstatement date of coverage.

In the event of a diagnosis within this 90 day DCIS, Early Stage Prostate Cancer (T1a or T1b) Treatment and Cancer exclusion period, coverage under this policy for the Insured will remain in force but DCIS, Early Stage Prostate Cancer (T1a or T1b) Treatment and Cancer will be a Pre-Existing Condition and the Critical Illness Benefit will not be payable. This 90 day DCIS, Early Stage Prostate Cancer (T1a or T1b) Treatment and Cancer Exclusion does not apply to a diagnosis of another Insured Condition or a subsequent diagnosis of an unrelated Cancer.

## **HOW TO CLAIM**

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You may obtain the required forms from your Plan Administrator.

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

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

## **GENERAL PROVISIONS**

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### **Beneficiary**

An employee or any spouse has the right to name a beneficiary when he applies for insurance. It is understood that the beneficiary designation made under the Policyholder's Group Life Insurance Policy shall be recognized as the beneficiary under the policy, unless a further designation has been made that specifically identifies the policy. Failing such designation, all benefits will be paid to the estate of the insured person.

All other indemnities of the policy will be payable to the insured person. An insured person can change his beneficiary at any time, where permitted by law. The Company assumes no responsibility for the validity of such designation or change of beneficiary.

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

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

### **Legal Actions**

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act, Limitations Act, 2002 or other applicable legislation in the Insured's province of residence.

### **Change of Insurer**

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

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

07/17