

CHUBB

Critical Illness Program

For the employees of:
Toronto Association of Business
Improvement Areas
(the Policyholder)

Policy Number:
CI10553101

Underwritten by:
Chubb Life Insurance Company of Canada
(herein referred to as We, Us, Our)

Effective Date:
September 1, 2024

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. Words and phrases that are capitalized have special meanings and are defined in the Definitions section(s) of the policy. Please remember that rights and obligations are determined in accordance with the contract and not this brochure. For the exact provisions applicable, please consult your employer.

ELIGIBILITY

You will be eligible for coverage if you are a permanent full-time employee of the Policyholder under age 70 who works minimum of 20 hours per week and who has satisfied the waiting period as determined by the Policyholder and who is a Canadian resident.

BENEFIT SCHEDULE

Benefits	Benefit Maximums
Critical Illness Diagnosis Benefit	Employee: \$10,000
Cancer Recurrence Benefit	Equal to the Critical Illness Diagnosis Benefit
Partial Payment Benefits	
Ductal Carcinoma in Situ (DCIS) & Early Stage Prostate Cancer (T1a or T1b) Treatment	20% of the Critical Illness Diagnosis Benefit, to a maximum of \$20,000
Hip or Knee Replacement Surgery	10% of the Critical Illness Diagnosis Benefit, to a maximum of \$10,000
Hospitalization Benefit (Employee only)	10% of the Critical Illness Diagnosis Benefit, to a lifetime maximum of \$5,000
Second Event Benefit	Equal to the Critical Illness Diagnosis Benefit
Survival Period	30 days
Cancer Moratorium	90 days following the Insured's effective date of coverage
Pre-Existing Medical Condition Period	6 months

CRITICAL ILLNESS DIAGNOSIS BENEFIT

If you are diagnosed with or meet the definition of an Insured Condition and satisfy the survival period shown in the Benefit Schedule or such longer period of time set out in the description of the Insured Condition, We will pay the Critical Illness Diagnosis Benefit amount stated in the Benefit Schedule.

One Payment

We will only pay the benefit amount once, even if you are diagnosed with, or meet the definition of from more than one of the Insured Conditions, except for Cancer Recurrence, or as outlined under the Second Event and Partial Payment Benefits.

Insured Conditions

- Aorta Surgery
- Aplastic Anemia
- Bacterial Meningitis
- Benign Brain Tumour
- Blindness
- Cancer
- Coma
- Coronary Artery Bypass Surgery
- Deafness
- Dementia, including Alzheimer's Disease
- Dismemberment
- Heart Attack
- Heart Valve Replacement or Repair
- Loss of Independence
- Loss of Speech
- Major Organ Failure
- Major Organ Transplant
- Motor Neuron Disease
- Multiple Sclerosis
- Occupational HIV Infection
- Paralysis
- Parkinson's Disease including Specified Atypical Parkinsonian Disorders
- Severe Burns
- Stroke

CANCER RECURRENCE BENEFIT

If you have already been diagnosed with Cancer and, while still insured under the Policy, receive the diagnosis of Cancer Recurrence, We will pay the Cancer Recurrence Benefit amount stated in the Benefit Schedule, if the following conditions have been met:

- More than 60 months have passed since the previous Cancer diagnosis; and
- You have had no medical or therapeutic procedure prescribed, performed or recommended by a Physician including, but not limited to, prescribed medication and surgery related to any type of cancer or symptom of cancer within the 60 month period prior to the diagnosis of Cancer Recurrence (this does not include preventive medications and follow up visits to the doctor).

Cancer Recurrence is the return of the same cancer after a period of remission, regardless of whether it is in the same location or another.

PARTIAL PAYMENT BENEFIT

If you are diagnosed with or meet the definition of a Partial Payment Insured Condition and satisfy the survival period shown in the Policy Schedule following the date of such diagnosis or the date the definition is met, We will pay the Partial Payment Benefit amount stated in the Policy Schedule.

Partial Payment Insured Conditions 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 the amounts of eligible payments from other benefits provided under the Policy.

Partial Payment Insured Conditions

- DCIS (Ductal Carcinoma in Situ)
- Early-Stage Prostate Cancer (T1a or T1b) Treatment
- Hip or Knee Replacement Surgery

We will pay a Partial Payment Benefit for each Partial Payment Insured Condition only once.

HOSPITALIZATION BENEFIT

If you are admitted to a Hospital as an in-patient for at least 48 hours due to a Hospitalization Insured Condition which results in you incurring any of the following expenses, We will reimburse such expenses up to the Hospitalization Benefit amount stated in the Policy Schedule.

- 1) Transportation costs including ambulance fees, taxi, and public transportation to the Hospital prior to be admitted as an in-patient.
- 2) Meals, in Hospital, for you, plus one attending caregiver, while you are admitted as an in-patient.
- 3) Parking costs at the Hospital for one attending caregiver, while you are admitted as an in-patient.
- 4) Daycare costs for children at a licensed and registered daycare facility while you are admitted as an in-patient.
- 5) Pet care costs including day boarding, in home or dog walking, provided by a registered pet care operator while you are admitted as an in-patient.
- 6) Costs related to medical testing, including pharmacogenetics and somatic testing, intended to identify the most effective treatment for you while you are admitted as an in-patient.

We may require proof of payment (original receipts) up to one year from the date of submission. Where a portion of reimbursement may be covered under another group health benefits plan an Explanation of Benefits (EOB) must be submitted with the claim.

Hospitalization Insured Conditions

Attempted Suicide and Mental Illness which is determined by the diagnosis documented in the hospital discharge summary which is supported by your relevant medical records.

SECOND EVENT BENEFIT

If, after a Critical Illness Diagnosis Benefit has been paid, which We will refer to as the “first Insured Condition” for the purposes of this benefit, you are diagnosed with or meet the definition of an Insured Condition (a “Second Event Insured Condition”), We will pay the Second Event Benefit amount stated in the Policy Schedule, subject to the following conditions:

- a) The Second Event Insured Condition cannot be the same Insured Condition or in the same Category of Insured Conditions as the first Insured Condition.
- b) If the first Insured Condition was Cardiovascular or Cancer, you must be considered (by the treating Physician), as of the date of the Second Event Insured Condition, to be fully recovered and not actively receiving treatment for the first Insured Condition (treatment does not include

preventive medications and follow up visits to the doctor) and has returned to work for a period of at least 90 days; or

If the first Insured Condition was an Other Insured Condition then a period of 180 days must elapse between the first Insured Condition and the Second Event Insured Condition.

- c) You have satisfied the survival period stated in the Policy Schedule.

Categories of Insured Conditions

Cardiovascular: Heart Attack, Stroke, Coronary Artery Bypass, Aorta Surgery or Heart Valve Replacement or Repair.

Cancer: Cancer

Other: Aplastic Anemia, Bacterial Meningitis, Benign Brain Tumour, Blindness, Coma, Deafness, Dementia, including Alzheimer's Disease, Dismemberment, Loss of Independence, Loss of Speech, Major Organ Failure, Major Organ Transplant, Motor Neuron Disease, Multiple Sclerosis, Occupational HIV Infection, Paralysis, Parkinson's Disease including Specified Atypical Parkinsonian Disorders, Severe Burns.

The Second Event Benefit will not be paid for an Insured Condition that is related to or caused by the first diagnosis or treatment in any way.

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

CONTINUANCE OF COVERAGE

If you are laid-off on a temporary basis; temporarily absent from work due to short-term disability; or on leave of absence, We will extend coverage for a period of 12 months (18 months for maternity or paternity) following the beginning of the leave, subject to payment of premiums.

CONVERSION PRIVILEGE FOR CRITICAL ILLNESS

On the date you are no longer employed by the Policyholder or during the 31-day period following termination of employment, you may convert your insurance under the Policy to an individual Critical Illness policy. If coverage is converted within 31 days from the date of group benefits terminating, We will grandfather any pre-existing limitation period already exhausted under the group plan for guaranteed issue coverage.

The individual policy will be effective the 1st of the month following the date of application. The premium will be the same as a person would ordinarily pay when applying for an individual policy at that time.

EXCLUSIONS & LIMITATIONS

The Policy does not provide benefits for any claim caused directly or indirectly by or resulting from any of the following:

- 1) Injury or Sickness, other than as defined under the Insured Conditions;
- 2) a complication of Human Immunodeficiency Virus (HIV) infection or any variance thereof including AIDS and AIDS Related Complex;
- 3) intentionally self-inflicted Injury or attempted suicide, other than as covered under the Hospitalization Benefit;

- 4) Injuries as a result of declared or undeclared war or any act thereof;
- 5) Injuries resulting from committing or attempting to commit a criminal offence whether insured or outside Canada, under the laws of the jurisdiction where the offence took place;
- 6) misuse of medication or the abuse of drugs or intoxicants;
- 7) any Pre-existing Medical Condition (if applicable);
- 8) any Cancer diagnosed (including DCIS and Early Stage Prostate Cancer (T1a or T1b) within the Cancer Moratorium period shown in the Benefit Schedule.

A Pre-existing Medical Condition means you suffered from a Sickness or sustained an Injury for which you sought or received medical advice, consultation, investigation, diagnosis, or for which treatment was required or recommended by a Physician during the Pre-Existing Medical Condition Period shown in the Policy Schedule immediately prior to the your effective date of insurance or prior to any increase in the amount of insurance and which directly or indirectly causes the Insured Condition to occur within the Pre-Existing Medical Condition Period shown in the Policy Schedule from the your effective date of insurance or from any increase in the amount of insurance. (Except for increases caused by annual salary changes.)

GENERAL PROVISIONS

Beneficiary

Benefit payments provided by the Policy are paid to you.

If you are deceased at the time that a benefit is paid by Us, We will pay benefits to the beneficiary designated by you or, where no beneficiary designation is made specifically identifying the policy, it will be understood that the beneficiary designation made by you under the Policyholder's Group Life insurance policy will be recognized. In the event there is no surviving beneficiary, the benefit will be paid to your estate.

Should a discrepancy occur, the benefit may be paid into court.

You can change your beneficiary at any time, where permitted by law. We assume no responsibility for the validity of such designation or change of beneficiary.

The beneficiary designation, if any, made by you under a replaced group policy will be retained. You should review the existing designation to ensure it reflects your current intention.

Access to Documents

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

Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

Legal Actions

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

Change of Insurer

An Insured 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.

HOW TO CLAIM

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

All benefits must be claimed within one year after the diagnosis or hospitalization giving rise to the claim. We will not accept notice of claim beyond 365 days.

Failure to give notice of claim or furnish proof of loss within the time prescribed in the Policy 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, however, in no event will We accept notice of claim beyond 365 days.

PROTECTING YOUR PERSONAL INFORMATION

At Chubb, We are committed to protecting Our customers' privacy. Chubb's policy is to limit access to customer information to those who need it to serve customers' insurance needs and to maintain and improve customer service. The information provided by customers is required by us, Our reinsurers and authorized administrators to assess customers' entitlement to benefits, including but not limited to determining if coverage is in effect, investigating the applicability of exclusions and co-ordinating coverage with other insurers. For these purposes, We, Our reinsurers and authorized administrators consult existing insurance files about customers, collect additional information about and from customers, and where required, collect information from and exchange information with, third parties. We do not disclose customer information to third parties other than Our agents and brokers, except as necessary to conduct business, e.g., processing claims or as required by law. We advise customers that, in some instances, employees, service providers, agents, reinsurers, and any of their providers, of Chubb may be located in jurisdictions outside Canada and that customers' personal information may thus be subject to the laws of those foreign jurisdictions.

The Privacy Officer, Chubb Insurance Company of Canada, 199 Bay Street, 25th Floor, Toronto, Ontario, M5L 1E2. For more information on privacy at Chubb, visit Chubb.com/ca

COMPLAINT PROCEDURES

If you have a complaint about any aspect of this insurance coverage, please call 647-798-6161 or Toll-Free 1-800-387-7199 between 8:30 a.m. and 4:30 p.m. (ET), Monday to Friday.

If for some reason you are not satisfied with the resolution to your complaint, you may communicate your complaint in writing to Our complaints officer:

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

Email: complaintscanada@chubb.com

If you are still not satisfied with the resolution to your complaint, you may communicate your complaint to:

OmbudService for Life & Health Insurance
<https://olhi.ca/>

DEFINITIONS OF INSURED CONDITIONS

All diagnosis and or treatments must be confirmed or performed by a Specialist and reviewed by Our medical consultant.

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 Specialist. Aorta includes the thoracic and abdominal aorta but does not include any of the branches of the aorta.

Aplastic Anemia means a definite diagnosis of a chronic persistent bone marrow failure, confirmed by biopsy, which results in anemia, neutropenia and thrombocytopenia requiring blood product transfusion, and treatment with at least one of the following:

- Marrow stimulating agents;
- Immunosuppressive agents; or
- Bone marrow transplantation.

Bacterial Meningitis means a definite diagnosis of meningitis, confirmed by cerebrospinal fluid showing the presence of pathogenic bacteria. The presence of pathogenic bacteria must be confirmed by culture or other generally medically accepted microbiological testing. The Bacterial Meningitis must result in objective neurological deficits persisting for at least 90 days from the date of diagnosis.

For purposes of the policy, neurological deficits must be detectable by the Specialist and may include, but are not restricted to, measurable loss of hearing, measurable loss of vision, measurable changes in neuro-cognitive function, objective loss of sensation, paralysis, localized weakness, dysarthria (difficulty with pronunciation), dysphasia (difficulty with speech), dysphagia (difficulty swallowing), impaired gait (difficulty walking), difficulty with balance, lack of coordination, or new-onset seizures undergoing treatment. Headache or fatigue will not be considered a neurological deficit.

Exclusion: No benefit will be payable under this condition for viral meningitis.

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.

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.

Cancer means the uncontrolled growth and spread of malignant cells and invasion of tissue confirmed by histopathological report. The types of cancer covered under this definition include carcinoma, melanoma, leukemia, lymphoma, and sarcoma.

Exclusions: While most cancers are covered by this policy, the following cancers are not covered:

- a) Carcinoma in situ;
- b) Kaposi's Sarcoma or other AIDS related cancers and cancer in the presence of human immunodeficiency virus (HIV);
- c) Skin cancer or melanoma that is not invasive and has not exceeded .75 millimeters in depth;

- d) Prostate cancer unless described as AJCC T2 or higher and/or Gleason grade 7 or higher;
- e) a recurrence or metastasis of a cancer which was originally diagnosed prior to the effective date of coverage, except as provided by the Cancer Recurrence Benefit.

Coma means a state of unconsciousness that lasts for a continuous period of at least 96 hours, during which external stimulation produced no more than primitive avoidance reflexes. Coma does not include a medically induced coma.

Coronary Artery Bypass Surgery means surgery 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 Insured Condition.

Deafness means permanent loss of hearing in both ears with an auditory threshold of more than 90 decibels in each ear.

Dementia, including Alzheimer's Disease means a definite diagnosis of dementia, which must be characterized by a progressive deterioration of memory and at least one of the following areas of cognitive function:

- Aphasia (a disorder of speech);
- Apraxia (difficulty performing familiar tasks);
- Agnosia (difficulty recognizing objects); or
- Disturbance in executive functioning (e.g., inability to think abstractly and to plan, initiate, sequence, monitor, and stop complex behaviour), which is affecting daily life.

You must exhibit:

- Dementia of at least moderate severity, which must be evidenced by a Mini Mental State Exam of 20/30 or less, or equivalent score on another generally medically accepted test or tests of cognitive function; and
- Evidence of progressive worsening in cognitive and daily functioning either by serial cognitive tests or by history over at least a 6-month period.

Exclusions: No benefit will be payable under this condition for affective or schizophrenic disorders, or delirium.

For purposes of the policy, reference to the Mini Mental State Exam is to Folstein MF, Folstein SE, McHugh PR, J Psychiatry Res. 1975;12(3):189.

Dismemberment means 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.

Heart Attack means a definite death of heart muscle due to obstruction of blood flow that results in the rise and fall of biochemical cardiac markers to levels considered diagnostic of myocardial infarction, with at least one of the following:

- a) heart attack symptoms; 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.

Heart Attack does not include:

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

Heart Valve Replacement or Repair means undergoing surgery to replace any heart valve with either a natural or mechanical valve or to repair heart valve defects or abnormalities.

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

- Angioplasty;
- Intra-arterial procedures;
- Percutaneous trans-catheter procedures; or
- Non-surgical procedures.

Loss of Independence means either:

- a) being totally and permanently unable to perform, by oneself, at least two (2) of the six (6) Activities of Daily Living; or
- b) suffering from cognitive impairment with a mental deterioration and loss of intellectual ability, evidenced by deterioration in memory, orientation and reasoning, which is measurable and results from demonstrable organic cause as diagnosed by a Physician. The degree of cognitive impairment must be sufficiently severe as to require a minimum of eight continuous hours of daily supervision.

A mental or nervous disorder without a demonstrable organic cause is not covered.

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

Loss of Speech means total and irreversible loss of the ability to speak as the result of Injury or Sickness, for a period of at least 180 days.

Major Organ Failure means the irreversible failure of the entire heart, entire liver, entire pancreas (not including pancreatic islet cell transplants), both lungs, both kidneys, or bone marrow, in which the affected organ is unresponsive to any treatment and for which you are required to become enrolled in a recognized Canadian transplant program to become the recipient of such.

Major Organ Transplant means 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, you must undergo a transplantation procedure as the recipient of such organ.

Motor Neuron Disease means a 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

Multiple Sclerosis means the diagnosis using the most recent McDonald criteria.

Occupational HIV Infection means an infection with Human Immunodeficiency Virus (HIV) resulting from Injury during the course of your normal occupation, which exposed the person to HIV contaminated body fluids. The Injury leading to the infection must have occurred after your effective date of coverage.

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

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

Occupational HIV Infection does not include:

- If you have refused to take any available licensed vaccine offering protection against HIV; or,
- If a licensed cure for HIV infection is available prior to the 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 or more limbs through neurological damage due to Injury or Sickness, provided such loss of function continually lasts for 180 consecutive days and such loss of function is thereafter determined on evidence satisfactory to Us to be permanent.

Parkinson's Disease including Specified Atypical Parkinsonian

Disorders means unequivocal diagnosis of primary idiopathic Parkinson's Disease resulting in signs of progressive impairment or diagnosis of Specified Atypical Parkinsonian Disorders. Specified Atypical Parkinsonian Disorders are defined as a definite diagnosis of progressive supranuclear palsy, corticobasal degeneration, or multiple system atrophy.

Severe Burns means third degree burns covering at least 20% of the surface area of the body.

Stroke means 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 neurological deficit persisting for 30 consecutive days, supported by evidence that the deficit is resulting from the Stroke. Examples of neurological deficits are measurable weakness in a limb, impaired speech and measurable changes in cognition. Headache or fatigue will not be considered a neurological deficit.

Partial Payment Insured Conditions

DCIS means the presence of Ductal Carcinoma In Situ of the breast, as confirmed by a biopsy.

Early-Stage Prostate Cancer (T1a or T1b) Treatment means the diagnosis of Early-Stage Prostate Cancer where one of the following recommended treatments is undergone:

- a) Prostate Surgery

- b) Radiation Therapy
- c) Chemotherapy
- d) Hormone Therapy

Hip or Knee Replacement Surgery means surgery to replace either the hip or the entire knee through the procedures set out below:

- a) Hip replacement qualifies if the femoral stem is replaced. This procedure is performed in both total arthroplasty and hemiarthroplasty (both monopolar and bipolar).
- b) 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.

Hospitalization Insured Conditions

Attempted Suicide means a deliberate but unsuccessful attempt to take one's own life.

Mental Illness means mood disorders (such as depression or bipolar disorder), anxiety disorders, personality disorders, psychotic disorders (such as schizophrenia) and eating disorders.

CHUBB

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

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