



We have issued this **policy** to **you** in consideration of the payment of the premium and the statements made in **your** application. **Your** application is part of **your policy**. The payment of any benefit and the payment of premium are subject to the terms and conditions stated in the **policy**.

Insured

Policy Number

Effective Date

Owner

NOTICE OF 10 DAY RIGHT TO EXAMINE THIS POLICY: **You** are allowed 10 days from the date **you** receive this **policy** to examine its provisions. If **you** are not satisfied with this **policy**, **you** can surrender it to an office of RBC Life Insurance Company or **our** agent by midnight of the tenth day after **you** receive it. Upon such surrendering, the **policy** shall be deemed void from the **effective date** and **we** will refund any premium paid.

This policy contains a provision removing or restricting the right of the insured to designate persons to whom or for whose benefit insurance money is to be payable. This restriction only applies to benefits payable by Return of Premium riders, if included on this policy.

READ YOUR POLICY CAREFULLY. It is a legal contract between **you** and **us**.

Rino D'Onofrio
President and Chief Executive Officer

Laura A. Gainey
Senior Vice-President, Service and Operations

**THIS POLICY IS ISSUED BY
RBC LIFE INSURANCE COMPANY**

TABLE OF CONTENTS

Page

Notice of 10 Day Right to Examine this Policy.....1

Schedule of Benefits and Premiums2

Section 1.0 Definitions7

Section 2.0 Benefit Provisions9

Section 2.1 Covered Conditions.....11

Section 2.2 Critical Illness Outside of Canada.....20

Section 2.3 Long Term Care Conversion Option21

Section 3.0 Exclusions and Limitations24

Section 4.0 General Provisions27

Section 5.0 Premium Provisions29

Section 6.0 Statutory Conditions31

Provincial amendments.....33

SPECIMEN

Any added provisions are attached at the back of the Policy

Section 1.0: Definitions

The following describe **your** rights and obligations under this **policy**.

Words or phrases that are bolded throughout this **policy** are defined terms. Refer back to these meanings as **you** read this **policy**.

The terms **we**, **us** and **our** mean RBC Life Insurance Company.

The terms **you** and **your** mean the owner(s) named on the Schedule of Benefits and Premiums.

Accidental Injury means bodily harm or damage caused solely and directly by a sudden and unexpected event over which the **insured** had no control and while this **policy** is in force.

Attained Age means the **insured's issue age** on the **effective date** plus the number of years from the **effective date**.

Crime means any actions which would be an offence under the Criminal Code or the Controlled Drug and Substances Act whether or not the actions occurred in Canada.

Critical Illness refers to an illness, medical condition or procedure as defined under section 2.1 Covered Conditions of this **policy**. No benefit shall be payable for an illness, medical condition or procedure not defined under section 2.1 Covered Conditions of this **policy**.

Critical Illness Benefit means the sum insured as shown on the Schedule of Benefits and Premiums and is payable only once for the occurrence of a **critical illness**, subject to the terms, conditions and other provisions of this **policy**.

Diagnosis or **Diagnosed** means the unequivocal opinion of a **specialist** that the **insured** has a **critical illness** as defined in this **policy**. The opinion must be supported by an **insured's** medical records including clinical, radiological, histological and laboratory evidence, and the opinion must indicate the date that the defined **critical illness** was first established unequivocally by a **specialist**.

Effective Date means the date shown in the Schedule of Benefits and Premiums. Coverage will take effect on the **effective date** shown, subject to the conditions set out in section 4.0 General Provisions.

Expiry Date means the **policy anniversary** at the **insured's attained age** seventy-five (75) when coverage expires under this **policy** and is shown on the Schedule of Benefits and Premiums.

Insured means the individual shown on the Schedule of Benefits and Premiums whose health has been underwritten under this **policy**.

Irreversible means the medical condition/limitations cannot be materially improved by medical or surgical treatment at the time of **diagnosis**. The medical or surgical treatment need not be undertaken if it is experimental or would involve undue risk to the **insured's** health.

Issue Age means the **insured's** age on his or her birthday nearest to the **effective date**.

Life Support means the **insured** is under the regular care of a licensed physician for nutritional, respiratory and/or cardiovascular support when irreversible cessation of all functions of the brain has occurred.

Manifest means when a sign or symptom of a **critical illness** is first apparent to, or observed by, someone, whether or not that appearance or observation results in any awareness of an illness or condition, or in any medical consultation, investigation, **diagnosis** or treatment at that time.

Policy means the written contract between **you** and **us** that describes the insurance coverage on the **insured**. Unless otherwise stated in writing to the contrary, this **policy** includes insurance coverage under any amendment, rider or endorsement that **we** issued for intended attachment to this document.

Policy Anniversary means the same day and month as the **effective date** in each succeeding year that this **policy** remains in effect.

Recipient means the person or persons to whom the **critical illness benefit** will be paid. The **insured** will be the **recipient**, unless, prior to the **insured's** completion of the **survival period**, **you** have provided **us** with a valid written designation of a **recipient** other than the **insured**. If the **recipient** is under the age of majority in the jurisdiction where he or she resides, on the date the **critical illness benefit** becomes payable, **we** will pay the benefit to **you**.

Specialist means a licensed physician who has been trained in the specific area of medicine relevant to the covered critical illness condition for which the **critical illness benefit** or early assistance benefit is being claimed, and who has been certified by a specialty examining board in Canada, the United States of America or other jurisdiction as **we** may approve. **Specialist** is not **you**, the **insured** or a relative or business associate of **you**, or the **insured**. In the absence or unavailability of a **specialist**, and as approved by **us**, a condition may be **diagnosed** by a qualified physician practicing in Canada, the United States of America or other jurisdiction as **we** may approve.

Surgery means a surgical procedure performed by a **physician** in Canada, the United States of America or other jurisdiction as **we** may approve.

Survival Period means where a **critical illness**, as defined in section 2.1 Covered Conditions, requires a **diagnosis**, the minimum number of consecutive days immediately following the date of first **diagnosis** that an **insured** must survive before the **critical illness benefit** or the early assistance benefit becomes payable. Where a **critical illness**, as defined in section 2.1 Covered Conditions, requires a medical procedure or **surgery**, **survival period** means the minimum number of consecutive days immediately following the date of such medical procedure or **surgery** that an **insured** must survive before the **critical illness benefit** becomes payable. The **survival period** for all critical illnesses is thirty (30) days unless otherwise stated within the **critical illness** definition. The **critical illness benefit** is not due and does not accrue during a **survival period**. The **survival period** does not include the number of days on **life support**.

Section 2.0: Benefit Provisions

Critical Illness Benefit

Subject to the terms, conditions and other provisions of this **policy**, **we** will pay the **recipient** the **critical illness benefit** if, after the **effective date** and while this **policy** is continuously in effect:

1. the **insured** is **diagnosed** with (where the defined **critical illness** requires a **diagnosis**) or undergoes **surgery** for (where the defined **critical illness** requires a medical procedure or **surgery**) one of the **critical illnesses** as defined under section 2.1 Covered Conditions, excluding **Early Prostate Cancer, Early Breast Cancer, Early Skin Cancer, Early Stage Blood Cancer, Early Stage Intestinal Cancer, Early Thyroid Cancer** and **Coronary Angioplasty**; and
2. the **insured** completes the **survival period** applicable to that **critical illness**.

If **we** pay the **critical illness benefit**, **we** will also refund any premiums paid during the **survival period**.

The **critical illness benefit** is payable only once, without interest, regardless of the number of **critical illnesses** the **insured** may have. Payment of the **critical illness benefit** will represent full and final discharge of all claims under this **policy** and upon such payment this **policy**, including any riders, will terminate.

Early Assistance Benefit

Subject to the terms, conditions and other provisions of this **policy**, **we** will pay the **recipient** ten percent (10%) of the **critical illness benefit** (including any increases applied under the Scheduled Increase Benefit Rider if purchased and shown on the Schedule of Benefits and Premiums) to a maximum of fifty thousand dollars (\$50,000) regardless of the number of **policies** the **insured** may have with **us**, if, after the **effective date** and while this **policy** is continuously in effect:

1. the **insured** is **diagnosed** with **Early Prostate Cancer, Early Breast Cancer, Early Skin Cancer, Early Stage Blood Cancer, Early Stage Intestinal Cancer, Early Thyroid Cancer** or undergoes **Coronary Angioplasty** as defined under section 2.1 Covered Conditions; and
2. the **insured** completes the **survival period**.

The early assistance benefit is payable only once, without interest, regardless of the number of **critical illnesses** the **insured** may have. Payment of the early assistance benefit does not reduce the **critical illness benefit** as shown on the Schedule of Benefits and Premiums. Payment of the early assistance benefit will represent full and final discharge of all claims under this early assistance benefit.

Terms of Payment

Before paying a **critical illness benefit** or early assistance benefit, **we** will require written proof of the following:

- the **diagnosis** (where the defined **critical illness** requires a **diagnosis**) of the **insured** with a **critical illness**, verified by a **specialist**;
- confirmation that the **insured** has undergone **surgery** (where the defined **critical illness** requires a medical procedure or **surgery**) for a **critical illness**, verified by a **specialist**;
- the completion of the applicable **survival period**;
- the date of birth of the **insured**; and
- any other information **we** might reasonably request to evaluate the claim.

We will not pay a **critical illness benefit** or an early assistance benefit if **we** determine that the **insured** was incorrectly diagnosed with the relevant **critical illness**.

SPECIMEN

Section 2.1: Covered Conditions

The term **critical illness** includes only the following illnesses, medical conditions, procedures or **surgeries** as defined below:

Aortic Surgery

Aortic Surgery is defined as the undergoing of **surgery** for disease of the aorta requiring excision and surgical replacement of any part of the diseased aorta with a graft. Aorta means the thoracic and abdominal aorta but not its branches. The **surgery** must be determined to be medically necessary by a **specialist**.

Exclusion: No **critical illness benefit** will be payable under this condition for angioplasty, intra-arterial procedures, percutaneous trans-catheter procedures or non-surgical procedures.

Aplastic Anaemia

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

- marrow stimulating agents;
- immunosuppressive agents;
- bone marrow transplantation.

The **diagnosis** of **Aplastic Anaemia** must be made by a **specialist**.

Bacterial Meningitis

Bacterial Meningitis is defined as a definite **diagnosis** of meningitis, confirmed by cerebrospinal fluid showing growth of pathogenic bacteria in culture, resulting in neurological deficit documented for at least 90 days from the date of **diagnosis**. The **diagnosis** of **Bacterial Meningitis** must be made by a **specialist**.

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

Benign Brain Tumour

Benign Brain Tumour is defined as a definite **diagnosis** of a non-malignant tumour located in the cranial vault and limited to the brain, meninges, cranial nerves or pituitary gland. The tumour must require surgical or radiation treatment or cause irreversible objective neurological deficit(s).

The **diagnosis** of **Benign Brain Tumour** must be made by a **specialist**.

Exclusion: No **critical illness benefit** will be payable under **Benign Brain Tumour** for pituitary adenomas less than ten (10) millimetres.

Benefits for this condition are subject to the Moratorium Period Exclusion for Benign Brain Tumour provision in Section 3.0 Exclusions and Limitations in this **policy**.

Blindness

Blindness is defined as the definite **diagnosis** of the total and **irreversible** loss of vision in both eyes, evidenced by:

- the corrected visual acuity being 20/200 or less in both eyes; or
- the field of vision must be less than 20 degrees in both eyes.

The **diagnosis** of **Blindness** must be made by a **specialist**.

Cancer (Life Threatening)

Cancer (Life Threatening) is defined as a definite **diagnosis** of a tumour, which must be characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. Types of **Cancer** include carcinoma, melanoma, leukemia, lymphoma, and sarcoma.

The **diagnosis** of **Cancer** must be made by a **specialist**.

Exclusion: No **critical illness benefit** will be payable under **Cancer** for:

- lesions described as benign, pre-malignant, uncertain, borderline, non-invasive, carcinoma in-situ (Tis), or tumours classified as Ta;
- malignant melanoma skin cancer that is less than or equal to 1.0 mm in thickness, unless it is ulcerated or is accompanied by lymph node or distant metastasis;
- any non-melanoma skin cancer, without lymph node or distant metastasis;
- prostate cancer classified as T1a or T1b, without lymph node or distant metastasis;
- papillary thyroid cancer or follicular thyroid cancer, or both, that is less than or equal to 2.0 cm in greatest diameter and classified as T1, without lymph node or distant metastasis;
- chronic lymphocytic leukemia classified less than Rai stage 1; or
- malignant gastrointestinal stromal tumours (GIST) and malignant carcinoid tumours, classified less than AJCC Stage 2

Benefits for this condition are subject to the Moratorium Period Exclusion for Cancer provision in Section 3.0 Exclusions and Limitations in this **policy**.

Early Breast Cancer

Early Breast Cancer means ductal carcinoma in situ of the breast as confirmed by biopsy and **diagnosed** by a **specialist**.

Early Prostate Cancer

Early Prostate Cancer means prostate cancer that is either T1A or T1B, without lymph node or distant metastasis as confirmed by biopsy and **diagnosed** by a **specialist**.

Early Skin Cancer

Early Skin Cancer means malignant melanoma skin cancer that is less than or equal to 1.0 mm in thickness, unless it is ulcerated or is accompanied by lymph node or distant metastasis as confirmed by biopsy and **diagnosed** by a **specialist**.

Early Stage Blood Cancer

Early Stage Blood Cancer means chronic lymphocytic leukemia classified less than Rai stage 1, as confirmed by appropriate blood tests and diagnosed by a **specialist**.

Early Stage Intestinal Cancer

Early Stage Intestinal Cancer means malignant gastrointestinal stromal tumours (GIST) and malignant carcinoid tumours, classified less than AJCC Stage 2, as confirmed by biopsy and **diagnosed** by a **specialist**.

Early Thyroid Cancer

Early Thyroid Cancer means papillary thyroid cancer or follicular thyroid cancer, or both, that is less than or equal to 2.0 cm in greatest diameter and classified as T1, without lymph node or distant metastasis, as confirmed by biopsy and **diagnosed** by a **specialist**.

Coma

Coma is defined as the definite **diagnosis** of 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, and for which period the Glasgow coma score must be four (4) or less.

The **diagnosis** of **Coma** must be made by a **specialist**.

Exclusions: No **critical illness benefit** will be payable under **Coma** for:

- a medically induced coma;
- a coma which results directly from alcohol or drug use; or
- a diagnosis of brain death.

Coronary Angioplasty

Coronary Angioplasty is defined as the undergoing of an interventional procedure to unblock or widen a coronary artery that supplies blood to the heart to allow an uninterrupted flow of blood.

The procedure must be determined to be medically necessary by a **specialist**.

Coronary Artery Bypass Surgery

Coronary Artery Bypass Surgery is defined as the undergoing of heart surgery to correct narrowing or blockage of one or more coronary arteries with bypass graft(s).

The **surgery** must be determined to be medically necessary by a **specialist**.

Exclusion: No **critical illness benefit** will be payable under this condition for angioplasty, intra-arterial procedures, percutaneous trans-catheter procedures or non-surgical procedures.

Deafness

Deafness is defined as the definite **diagnosis** of the total and **irreversible** loss of hearing in both ears, with an auditory threshold of ninety (90) decibels or greater within the speech threshold of five hundred to three thousand (500 to 3,000) hertz.

The **diagnosis** of **Deafness** must be made by a **specialist**.

Dementia, including Alzheimer's Disease

Dementia, including Alzheimer's Disease is defined as 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.

The Insured Person 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.

The **diagnosis** of Dementia must be made by a Specialist.

Exclusion: No **critical illness benefit** will be payable under this condition for affective or schizophrenic disorders, or delirium.

Heart Attack

Heart Attack is defined as the definite **diagnosis** of the death of heart muscle due to obstruction of blood flow, that results in a rise and fall of biochemical cardiac markers to levels considered diagnostic of myocardial infarction, with at least one (1) of the following:

- heart attack symptoms;
- new electrocardiographic (ECG) changes consistent with a heart attack; or
- 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 **critical illness benefit** will be payable under **Heart Attack** for:

- elevated biochemical cardiac markers as a result of an intra-arterial cardiac procedure including, but not limited to, coronary angiography and **coronary angioplasty** in the absence of new Q waves; or
- ECG changes suggesting a prior myocardial infarction, which do not meet the **Heart Attack** definition as described above.

Heart Valve Replacement or Repair

Heart Valve Replacement or Repair is defined as the undergoing of **surgery** to replace any heart valve with either a natural or mechanical valve or to repair heart valve defects or abnormalities.

The **surgery** must be determined to be medically necessary by a **specialist**.

Exclusion: No **critical illness benefit** will be payable under this condition for angioplasty, intra-arterial procedures, percutaneous trans-catheter procedures or non-surgical procedures.

Kidney Failure

Kidney Failure is defined as the definite **diagnosis** of chronic **irreversible** failure of both kidneys to function, as a result of which regular haemodialysis, peritoneal dialysis or renal transplantation is initiated.

The **diagnosis** of **Kidney Failure** must be made by a **specialist**.

Loss of Independent Existence

Loss of Independent Existence is defined as the definite **diagnosis** of the total inability to perform, by oneself, at least two (2) of the following six (6) Activities of Daily Living (ADL) for a continuous period of at least ninety (90) days with no reasonable chance of recovery.

The **diagnosis** of **Loss of Independent Existence** must be made by a **specialist**.

Activities of Daily Living are:

- Bathing - the ability to wash oneself in a bathtub, shower or by sponge bath, with or without the aid of equipment.
- Dressing – the ability to put on and remove necessary clothing including braces, artificial limbs or other surgical appliances.
- Toileting – the ability to get on and off the toilet and maintain personal hygiene.
- Bladder and Bowel Continence – the ability to manage bowel and bladder function with or without protective undergarments or surgical appliances so that a reasonable level of hygiene is maintained.
- Transferring – the ability to move in and out of a bed, chair or wheelchair, with or without the use of equipment.
- Feeding – the ability to consume food or drink that already has been prepared and made available, with or without the use of adaptive utensils.

Loss of Limbs

Loss of Limbs is defined as the definite **diagnosis** of the complete severance of two (2) or more limbs at or above the wrist or ankle joint, as the result of an **accidental injury** or medically required amputation.

The **diagnosis** of **Loss of Limbs** must be made by a **specialist**.

Loss of Speech

Loss of Speech is defined as the definite **diagnosis** of the total and **irreversible** loss of the ability to speak as the result of **accidental injury** or disease for a period of at least one hundred and eighty (180) days.

The **diagnosis** of **Loss of Speech** must be made by a **specialist**.

Exclusion: No **critical illness benefit** will be payable under **Loss of Speech** for all psychiatric related causes.

Major Organ Failure on Waiting List

Major Organ Failure on Waiting List is defined as the 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 Failure on Waiting List**, the **insured** must become enrolled as the recipient in a recognized transplant centre in Canada or the United States of America that performs the required form of transplant surgery. For the purposes of the **survival period**, the date of **diagnosis** is the date of the **insured's** enrolment in the transplant centre.

The **diagnosis** of major organ failure must be made by a **specialist**.

Major Organ Transplant

Major Organ Transplant is defined as the definite **diagnosis** of the **irreversible** failure of the heart, both lungs, liver, both kidneys or bone marrow, and transplantation must be medically necessary.

To qualify under **Major Organ Transplant**, the **insured** must undergo a transplantation procedure as the recipient of a heart, lung, liver, kidney or bone marrow and limited to these entities.

The **diagnosis** of the major organ failure must be made by a **specialist**.

Motor Neuron Disease

Motor Neuron Disease is defined as the definite **diagnosis** of one (1) of the following:

- amyotrophic lateral sclerosis (ALS or Lou Gehrig disease);
- primary lateral sclerosis;
- progressive spinal muscular atrophy;

- progressive bulbar palsy; or
- pseudo bulbar palsy

and is limited to these conditions.

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

Multiple Sclerosis

Multiple Sclerosis is defined as the definite **diagnosis** of at least one (1) of the following:

- two or more separate clinical attacks, confirmed by magnetic resonance imaging (MRI) of the nervous system, showing multiple lesions of demyelination;
- well-defined neurological abnormalities lasting more than six (6) months confirmed by MRI 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.

The **diagnosis** of **Multiple Sclerosis** must be made by a **specialist**.

Occupational HIV Infection

Occupational HIV Infection is defined as the definite **diagnosis** of infection with the human immunodeficiency virus (HIV) resulting from **accidental injury** during the course of the **insured's** normal occupation, which exposed the person to HIV contaminated bodily fluids. The **accidental injury** leading to the infection must have occurred after the later of the **effective date** or the date of the last reinstatement of this **policy**.

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

- the **accidental injury** must be reported to **us** in writing within fourteen (14) days of its occurrence;
- a serum HIV test must be taken within fourteen (14) days of the **accidental injury** and the result must be negative;
- a serum HIV test must be taken between ninety (90) and one hundred eighty (180) days after the **accidental injury** and the result must be positive;
- all HIV tests must be performed by a duly licensed laboratory in Canada or the United States of America; and
- the **accidental injury** must have been reported, investigated and documented in accordance with current Canadian or United States of America workplace guidelines.

The **diagnosis** of **Occupational HIV Infection** must be made by a **specialist**.

Exclusions: No **critical illness benefit** will be payable under **Occupational HIV Infection** if :

- the **insured** has elected not to take any available licensed vaccine offering protection against HIV; or
- a licensed cure for HIV infection has become 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

Paralysis is defined as the definite **diagnosis** of the total loss of muscle function of two (2) or more limbs as a result of **accidental injury** or disease to the nerve supply of those limbs, for a period of at least ninety (90) days following the precipitating event.

The **diagnosis** of **Paralysis** must be made by a **specialist**.

Parkinson's Disease and Specified Atypical Parkinsonian Disorders

Parkinson's Disease is defined as a definite diagnosis of primary Parkinson's disease, a permanent neurologic condition which must be characterized by bradykinesia (slowness of movement) and at least one of: muscular rigidity or rest tremor. The Insured Person must exhibit objective signs of progressive deterioration in function for at least one year, for which the treating neurologist has recommended dopaminergic medication or other generally medically accepted equivalent treatment for Parkinson's Disease.

Specified Atypical Parkinsonian Disorders are defined as a definite diagnosis of progressive supranuclear palsy, corticobasal degeneration, or multiple system atrophy.

The diagnosis of **Parkinson's Disease** or a **Specified Atypical Parkinsonian Disorder** must be made by a neurologist.

Exclusion: No **critical illness benefit** will be payable under **Parkinson's Disease and Specified Atypical Parkinsonian Disorders** for any other type of Parkinsonism.

Benefits for this condition are subject to the Moratorium Period Exclusion for Parkinson's Disease and Specified Atypical Parkinsonian Disorders provision in Section 3.0 Exclusions and Limitations in this **policy**.

Severe Burns

Severe Burns is defined as the definite **diagnosis** of third degree burns over at least twenty percent (20%) of the body surface.

The **diagnosis** of **Severe Burns** must be made by a **specialist**.

Stroke

Stroke is defined as the definite **diagnosis** of an acute cerebrovascular event caused by intra-cranial thrombosis or haemorrhage, or embolism from an extra-cranial source with:

- the acute onset of new neurological symptoms; and

- new objective neurological deficits on clinical examination, persisting for more than thirty (30) days following the date of **diagnosis**. These new symptoms and deficits must be corroborated by diagnostic imaging testing.

The **diagnosis** of **Stroke** must be made by a **specialist**.

Exclusions: No **critical illness benefit** will be payable under **Stroke** for:

- Transient Ischemic Attacks (TIA);
- Intracerebral vascular events due to trauma; or
- Lacunar infarcts which do not meet the definition of **Stroke** as defined above.

SPECIMEN

Section 2.2: Critical Illness Outside of Canada

If the **insured** is **diagnosed** with or undergoes **surgery** for a **critical illness** outside of Canada, the **critical illness benefit** will be payable if the **insured** satisfies the following conditions in addition to satisfying all other terms and conditions outlined in this **policy**:

- the **insured's** complete medical records are made available to **us**; and
- based on these medical records, **we** are satisfied that:
 - the same **diagnosis** would have been made if the **critical illness** or **accidental injury** had occurred in Canada;
 - immediate treatment would have been indicated under Canadian standards; and
 - the same treatment, involving the particular surgical procedure, would have been advised if treatment had taken place in Canada; and
- the **insured** must undergo an independent medical examination by a physician appointed by **us**, if **we** make such a request. In the case of elective **surgery**, such an examination must be undergone before **surgery** occurs.

SPECIMEN

Section 2.3: Long Term Care Conversion Option

This **policy** may be converted, without proof that the **insured** is insurable, into a new long term care insurance **policy** then offered by **us** and made available for conversion, provided the following conditions are met:

- **your** written application for conversion is received by **us** no earlier than the **policy anniversary** at the **insured's attained age** fifty-five (55) and no later than the **policy anniversary** at the **insured's attained age** sixty-five (65);
- this **policy** has been in force at least two (2) years at the time **your** application for conversion is made;
- this **policy** is in force at the time **your** application for conversion is made;
- premiums are not being waived under this **policy** if a rider providing waiver of premium benefits is shown on the Schedule of Benefits and Premiums or any amendment to this **policy**;
- the **insured** is not satisfying a **survival period** at the time **your** application for conversion is made;
- a claim for the **critical illness benefit** is not pending or payable;
- the **insured** is not unable to perform two (2) or more activities of daily living at the time **your** application for conversion is made; and
- the **insured** is not cognitively impaired at the time **your** application for conversion is made.

Activities of daily living are:

- Bathing - the ability to wash oneself in a bathtub, shower or by sponge bath, with or without the aid of equipment.
- Dressing – the ability to put on and remove necessary clothing including braces, artificial limbs or other surgical appliances.
- Toileting – the ability to get on and off the toilet and maintain personal hygiene.
- Bladder and Bowel Continence – the ability to manage bowel and bladder function with or without protective undergarments or surgical appliances so that a reasonable level of hygiene is maintained.
- Transferring – the ability to move in and out of a bed, chair or wheelchair, with or without the use of equipment.
- Feeding – the ability to consume food or drink that already has been prepared and made available, with or without the use of adaptive utensils.

Cognitive impairment is defined as mental deterioration and loss of intellectual ability, evidenced by deterioration in memory, orientation and reasoning which are measurable and result from demonstrable organic cause as **diagnosed** by a **specialist**. The degree of cognitive impairment must be sufficiently severe as to require a minimum of eight (8) hours of daily supervision.

Determination of cognitive impairment will be made on the basis of clinical data and valid standardized measures of such impairments.

Cognitive impairment related to all psychiatric related causes is specifically excluded.

Partial Conversions

You may convert all of the **critical illness benefit**, or subject to **our** consent, a partial amount. Any amount of the **critical illness benefit** that is not converted may continue in force only if the remaining premium and coverage amount satisfy **our** administrative rules for plans of this type. The premium rates for any **critical illness benefit** remaining may also change, as determined by **us**, depending on **our** administrative rules for plans of this type. Otherwise, this **policy** and any remaining **critical illness benefit** will terminate on the **effective date** of the conversion.

If a partial conversion is elected, the maximum amount of long term care insurance coverage available will coincide with the amount of the **critical illness benefit** being converted as shown in the table below. Partial conversions can continue to be exercised until the maximum amount of long term care coverage based on the original amount of the **critical illness benefit** prior to any conversions has been exercised.

Amount of Long Term Care Coverage Available

The amount of long term care insurance coverage available to **you** is dependent on **our** issue and participation limits and the **critical illness benefit** in force at time of conversion based on the table below. Regardless of the number of **policies** the **insured** may have with **us**, the maximum cumulative amount of long term care benefits converted by **us** from all types of insurance policies covering the **insured** does not exceed two hundred dollars (\$200) per day, or the monthly equivalent.

Amount of critical illness coverage in force at time of conversion	Maximum amount of long term care coverage available at time of conversion
Less than \$25,000	\$80 per day (or monthly equivalent)
\$25,000 but not exceeding \$99,000	\$110 per day (or monthly equivalent)
\$100,000 but not exceeding \$249,000	\$150 per day (or monthly equivalent)
\$250,000 but not exceeding \$2,000,000	\$200 per day (or monthly equivalent)

The Converted Policy

Following conversion to a long term care insurance **policy**:

- any evidence of good health and insurability that was submitted in application for, or on reinstatement of, the **critical illness** insurance **policy**, will be relied upon in issuing, and will be deemed to form part of, any new long term care insurance **policy**;
- the **effective date** of the converted **policy** will be the monthly **policy anniversary** following the date **we** receive **your** conversion application at **our** offices; and
- the premium for the long term care insurance **policy** will be based on **our** rates in effect at the time of conversion, using the **insured's attained age** at the date **we** receive **your** conversion application at **our** offices.

SPECIMEN

Section 3.0: Exclusions and Limitations

General Exclusions

These exclusions are in addition to the specific exclusions set out in the **critical illnesses** in section 2.1 Covered Conditions.

No benefit will be paid under this **policy** (including any riders), nor will premiums be refunded for any **critical illness**, death or other loss that results directly or indirectly, from any of the following:

- a) the **insured's** suicide or attempted suicide, or intentionally self-inflicted injury, whether or not the **insured** was in possession of his or her mental faculties at the time;
- b) the **insured's** intentional use or intake of any drug, intoxicant, narcotic or poisonous substance except as prescribed by a physician or as directed by the manufacturer in the case of non-prescribed medication;
- c) the **insured's** attempt to commit or commission of a **crime**, whether charged or not;
- d) the **insured's** participation in war (whether such war is declared or undeclared) or hostile action of the armed forces of any country, insurrection or civil commotion; or
- e) the **insured's** operation of any land, water or air conveyance which is moved or operated by any means other than muscular power, while the **insured's** concentration of alcohol in one hundred (100) millilitres of blood exceeds eighty (80) milligrams or while the **insured** is under the influence of any drug, intoxicant, narcotic or poisonous substance except as prescribed by a physician or as directed by the manufacturer in the case of non-prescribed medication.

No benefit will be paid under this **policy** (including any riders), nor will any premiums be refunded for any **critical illness**, death or other loss that results, directly or indirectly, from any condition(s) that **we** have excluded by name or specific description in an endorsement or amendment to this **policy**.

No **critical illness benefit** will be paid unless the **insured** survives the **survival period**.

Moratorium Period Exclusion for Benign Brain Tumour

No **critical illness benefit** will be payable if within the first ninety (90) days following the later of:

- the **effective date** of this **policy**, or
- the date of the last reinstatement of this **policy**,

the **insured** has any of the following:

- signs, symptoms or investigations that lead to a **diagnosis** of **Benign Brain Tumour**, regardless of when the **diagnosis** is made; or
- a **diagnosis** of **Benign Brain Tumour**.

Thereafter, **Benign Brain Tumour** will be deemed not to be a **critical illness** under section 2.1 Covered Conditions; and no benefit will be payable under this **policy**, nor will **we** refund any premiums paid for this **policy**, if the **insured** suffers a **critical illness** or death as a direct or indirect result of any type of **Benign Brain Tumour**.

This medical information as described above must be reported to **us** within six (6) months of the date of the **diagnosis**. If this information is not provided, **we** have the right to deny any claim for **Benign Brain Tumour** or, any **critical illness** caused by any **Benign Brain Tumour** or its treatment.

Moratorium Period Exclusion for Cancer

No **critical illness benefit** or early assistance benefit will be payable if within the first ninety (90) days following the later of:

- the **effective date** of this **policy**, or
- the date of the last reinstatement of this **policy**,

the **insured** has any of the following:

- signs, symptoms or investigations that lead to a **diagnosis** of **Cancer, Early Prostate Cancer, Early Breast Cancer, Early Stage Blood Cancer, Early Stage Intestinal Cancer, Early Thyroid Cancer or Early Skin Cancer** (covered or excluded under this **policy**), regardless of when the **diagnosis** is made; or
- a **diagnosis** of **Cancer, Early Prostate Cancer, Early Breast Cancer, Early Stage Blood Cancer, Early Stage Intestinal Cancer, Early Thyroid Cancer or Early Skin Cancer** (covered or excluded under this **policy**).

Thereafter, **Cancer, Early Prostate Cancer, Early Breast Cancer, Early Stage Blood Cancer, Early Stage Intestinal Cancer, Early Thyroid Cancer or Early Skin Cancer** will be deemed not to be **critical illnesses** under section 2.1 Covered Conditions. No benefit will be payable under this **policy**, nor will **we** refund any premiums paid for this **policy**, if the **insured** suffers a **critical illness** or death as a direct or indirect result of any type of cancer including **Cancer, Early Prostate Cancer, Early Breast Cancer, Early Stage Blood Cancer, Early Stage Intestinal Cancer, Early Thyroid Cancer or Early Skin Cancer** (whether covered or excluded under this **policy**).

This medical information as described above must be reported to **us** within six (6) months of the date of the **diagnosis**. If this information is not provided, **we** have the right to deny any claim for cancer or any **critical illness** caused by cancer or its treatment.

Moratorium Period Exclusion for Parkinson's Disease and Specified Atypical Parkinsonian Disorders

No **critical illness benefit** will be payable if within the first year following the later of:

- the **effective date** of this **policy**, or
- the date of the last reinstatement of this **policy**,

the **insured** has any of the following:

- signs, symptoms or investigations that lead to a **diagnosis** of **Parkinson's Disease, a Specified Atypical Parkinsonian Disorder** or any other type of Parkinsonism, regardless of when the **diagnosis** is made; or
- a **diagnosis** of **Parkinson's Disease, a Specified Atypical Parkinsonian Disorder** or any other type of parkinsonism.

Thereafter, **Parkinson's Disease and Specified Atypical Parkinsonian Disorders** will be deemed not to be a **critical illness** under section 2.1 Covered Conditions; and no benefit will be payable under this **policy**, nor will **we** refund any premiums paid for this **policy**, if the **insured** suffers a **critical illness** or death as a direct or indirect result of any type of **Parkinson's Disease or Specified Atypical Parkinsonian Disorders**.

This medical information as described above must be reported to **us** within six (6) months of the date of the **diagnosis**. If this information is not provided, **we** have the right to deny any claim for **Parkinson's Disease or Specified Atypical Parkinsonian Disorders** or, any **critical illness** caused by any **Parkinson's Disease or Specified Atypical Parkinsonian Disorders** or its treatment.

Section 4.0: General Provisions

Coverage Taking Effect

The **effective date** for this **policy** is shown on the Schedule of Benefits and Premiums. Coverage under this **policy** will take effect on the **effective date**, but only if and when:

- this **policy** has been delivered to **you**; and
- any and all conditions for delivery to **you** have been satisfied completely; and
- there has been no change in the **insured's** insurability between the date of the application and the later of the date this **policy** was delivered to **you** and the date that any and all conditions for delivery to **you** were satisfied.

Incontestability

We have the right to contest the validity of this **policy**, or the payment of the **critical illness benefit** or any other benefits under this **policy**, if **you** or the **insured** under this **policy** have incorrectly stated, misrepresented or failed to disclose a material fact in the application for insurance, or on any medical examination, or in any written or electronic statements or answers provided as evidence of insurability.

A material fact is a fact that would affect **our** decision to issue this **policy** or the conditions under which **we** are willing to issue it. Such conditions could include the payment of an additional premium, a reduction in the amount of insurance applied for, or an exclusion of coverage for a **critical illness** or death that results from a specified risk or medical condition.

Except in the case of fraud, **we** will not contest this **policy** for misrepresentation or non-disclosure after it has been in force for two (2) years during the lifetime of the **insured**, from the later of the **effective date** or the last date of reinstatement. However, if the **insured** is **diagnosed** with a **critical illness** before this **policy** has been in force for two (2) years during the lifetime of the **insured**, from the later of the **effective date** or the last date of reinstatement, **we** can contest this **policy** whether or not the misrepresentation or non-disclosure was fraudulent.

When there is an indication of fraud, **we** can declare this **policy** void at any time. Fraud includes but is not limited to a misrepresentation of the **insured's** smoking habit. If this **policy** is declared void for fraud, **we** will not refund premiums paid.

Conformity with Provincial Statutes

If any provision of this **policy**, on its **effective date**, conflicts with the laws of the province in which the **insured** resided on the date the application was signed, then the provision will be amended to meet the minimum requirements of such laws.

Misstatement of Date of Birth or Sex

If the date of birth or sex of the **insured** has been misstated in the application for this **policy**, all benefits payable under this **policy** will be limited to the amount of coverage that would have been provided to the **insured** for the same premium at the **insured's** true date of birth or sex. If a date in the Schedule of Benefits and Premiums was based on an incorrect date of birth, **we** will change the date to agree with the correct date of birth.

Owner

The owner of this **policy** may exercise any or all of the rights and options under this **policy**. The owner may name a new owner or contingent owner at any time by filing a written request with **us**. Such written request will not be effective until it has been recorded at **our** offices. The change will be subject to any payments made or actions taken by **us** before the request was recorded at **our** offices.

Non-Participating

This **policy** will not participate in any surplus or profits distributed by **us**.

Assignment

No assignment of this **policy** or any interest in it, will be binding on **us** unless the assignment has been filed in writing at **our** offices. **We** are not responsible for the legal effect or validity of any assignment.

Termination of Coverage

This **policy** will terminate on the earliest of:

- a) the expiration of the grace period for the payment of any premium in default on this **policy**;
- b) when **we** receive at **our** offices, notice of termination of this **policy** in writing by **you**;
- c) when this **policy** is converted to a long term care insurance **policy**, subject to the provisions of the Long Term Care Conversion Option;
- d) the death of the **insured**;
- e) when the **critical illness benefit** is paid under the terms of this **policy**; or
- f) the **policy anniversary** at the **insured's attained age** seventy-five (75), or, if the **insured** is satisfying a **survival period**, then the day after such **survival period**.

Section 5.0: Premium Provisions

Premiums

The premium shown on the Schedule of Benefits and Premiums, or on any subsequent endorsements or amendments to this **policy**, is payable to **us** upon delivery of this **policy** to **you**. Following that, premiums are due and payable as shown on the Schedule of Benefits and Premiums. If any cheque or other instrument given for payment is not honoured, the premium will be considered unpaid.

No premium shall be due after this **policy** terminates.

Guaranteed Renewable Premiums

We guarantee that **you** can renew this **policy** annually throughout the premium payment period specified in the Schedule of Benefits and Premiums, as long as **you** pay the required premium before the end of the grace period, and as long as this **policy** has not been terminated as specified in section 4.0 General Provisions.

At **our** discretion, **we** may change future renewal premiums under this **policy** but only when this change applies to all relevant **policies** that share a characteristic or combination of characteristics that **we** determine to be material to **our** risk under the relevant **policies**. Once a change in future renewal premiums has been made, **we** cannot change the future renewal premiums for this **policy** more than once in any twelve (12) month period. Prior to any change in future renewal premiums, **you** will be given at least thirty-one (31) days written notice of such a change.

Premium Mode

Premiums are payable to **us** as follows unless prior approval is obtained in writing from **us**;

- monthly, annually and semi-annually by pre-authorized chequing; or
- annually and semi-annually by cheque.

Currency

All payments to or by **us** will be in Canadian currency.

Grace period

We allow a grace period of thirty-one (31) days for the payment of each renewal premium, during which time this **policy** remains in force, unless a written notice of cancellation or termination has been received by **us** at **our** offices. If a premium is not paid in full by the end of the grace period, this **policy** will lapse.

Reinstatement

If this **policy** has lapsed because any premium has not been paid within the grace period, but **we** receive the premium payment in full within sixty (60) days from the date that the premium payment was due, **we** will reinstate this **policy** without evidence of insurability. However, if **we** have received at **our** offices a notice of termination of this **policy** from **you**, **we** will not reinstate this **policy** without evidence of insurability.

If **we** receive payment of the premium more than sixty (60) days after the date the premium was due, this **policy** will be reinstated if:

1. **we** receive evidence that the **insured** is insurable according to **our** standards;
2. **we** receive the outstanding premiums payable on this **policy**; and
3. **we** approve the application for reinstatement.

If these conditions are satisfied, this **policy** will be reinstated on the date that **we** issue a notice of reinstatement and only in accordance with the terms, conditions, restrictions and other provisions, if any, of such notice of reinstatement.

Any supplementary agreement attached to this **policy** will be reinstated if this **policy** is reinstated, subject to the terms of the supplementary agreement and the notice of reinstatement.

In the event that **we** do not receive a properly completed reinstatement application or **we** do not approve **your** application for reinstatement, **our** liability arising from the late payment of premium shall be limited to refunding the amount of premium that was paid late. If reinstated, this **policy** (including any additional benefits) will only cover a **critical illness**, if all signs, symptoms or medical problems of the condition were first **manifest** more than ten (10) days after the date of reinstatement, with the exception of **Cancer, Early Prostate Cancer, Early Breast Cancer, Early Stage Blood Cancer, Early Stage Intestinal Cancer, Early Thyroid Cancer or Early Skin Cancer**. **We** will only provide coverage for these **critical illnesses** if all signs, symptoms or medical problems of the condition were first **manifest** more than ninety (90) days after the date of reinstatement. Except for this and any new provisions that are added to the reinstated **policy**, all rights will be the same as before this **policy** lapsed.

This **policy** will not be reinstated more than one hundred eighty (180) days after the date the premium was due.

Section 6.0: Statutory Conditions

The Contract

Your contract consists of the application, this **policy**, any documents attached to this **policy** on the **effective date**, and any amendments agreed to by **us** in writing. **We** will not be bound by any statement that is not part of the contract. Only **our** authorized signing officers can agree to any amendments to this **policy**, and only in writing. No agent has the authority to change this **policy** or waive any of its provisions.

Waiver

We shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing and signed by **us**.

Copy of Application

We shall, upon request, furnish to the **insured** or to a claimant under the contract a copy of the application.

Material Facts

No statement made by the **insured** at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written or electronic statements or answers furnished as evidence of insurability.

Notice and Proof of Claim

You, the **insured** entitled to make a claim, or the agent of either of them, must:

1. give written notice of claim to **us** by delivery thereof, or by sending it by registered mail to **our** head office or chief agency in the province, not later than thirty (30) days from the date a claim arises under the contract on account of an **accidental injury**, sickness or **critical illness**; and
2. within ninety (90) days from the date a claim arises under the contract on account of an **accidental injury**, sickness or **critical illness**, furnish to **us** such proof as is reasonably possible in the circumstances of the happening of the **accidental injury** or the commencement of the sickness or **critical illness**, and the loss occasioned thereby, the right of the claimant to receive payment, his or her age, and the age of the **recipient**, if relevant; and
3. if so required by **us**, furnish a satisfactory certificate as to the cause of the **accidental injury**, sickness or **critical illness**, for which the claim may be made under the contract.

Failure to Give Notice or Proof

Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one (1) year from the date of the **accidental injury** or the date a claim arises under the contract on account of an **accidental injury**, sickness or **critical illness** if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

Company to Furnish Forms for Proof of Claim

We shall furnish forms for proof of claim within fifteen (15) days after receiving notice of claim. Where the claimant has not received the forms within that time, **you** may submit proof of claim in the form of a written statement of the cause or nature of the **accidental injury**, sickness or **critical illness** giving rise to the claim and of the extent of the loss.

Rights of Examination

As a condition precedent to recovery of insurance monies under this **policy**:

1. the claimant shall afford to **us** an opportunity to examine the **insured** when and so often as **we** reasonably require while the claim hereunder is pending; and
2. in the case of death of the **insured**, **we** may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

When Monies Payable

All monies payable under this **policy** shall be paid by **us** within sixty (60) days after **we** have received proof of claim.

Limitation of Actions

An action or proceeding against **us** for the recovery of a claim under this contract shall not be commenced more than one (1) year (three (3) years in the province of Quebec) after the date the insurance money became payable or would have become payable if it had been a valid claim.

SPECIMEN

Provincial amendments

This policy contract is amended by adding the following provisions:

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 (for actions or proceedings governed by the laws of Alberta and British Columbia), The Insurance Act (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), or in other applicable legislation in your province of residence. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code.

Beneficiary restriction:

Your policy contains a provision restricting or removing your right to designate a beneficiary to receive any insurance money payable under the contract if,

- this coverage was purchased over the telephone*;
- this coverage was purchased on-line*;
- a Child Term Rider was or will be added to the policy contract;
- this coverage is a Critical Illness policy which contains a Return of Premium rider;
- this coverage is a Disability Buy/Sell Insurance policy;
- this coverage is a Key Person Disability Insurance policy;
- this coverage is a Retirement Protector Insurance policy; or
- this coverage includes a Retirement Protector Rider.

**You can designate a beneficiary or beneficiaries of your choice without restriction once your policy has been delivered to you by completing a Beneficiary Change form.*

Provincial amendments

If you reside in the provinces of Alberta, British Columbia, Manitoba or Ontario, this policy contract is amended as follows:

The Statutory Conditions in the policy are deleted and replaced with the following:

STATUTORY CONDITIONS

The Contract

The application, this policy, any document attached to this policy when issued and any amendment to the contract agreed on in writing after this policy is issued constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

Material Facts

No statement made by the insured or a person insured at the time of application for the contract may be used in defence of a claim under or to avoid the contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

Notice and Proof of Claim

- (1) The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, must:
 - (a) give written notice of claim to the insurer:
 - (i) by delivery of the notice, or by sending it by registered mail, to the head office or chief agency of the insurer in the province, or
 - (ii) by delivery of the notice to an authorized agent of the insurer in the province, not later than 30 days after the date a claim arises under the contract on account of an accident, sickness or disability,
 - (b) within 90 days after the date a claim arises under the contract on account of an accident, sickness or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of:
 - (i) the happening of the accident or the start of the sickness or disability,
 - (ii) the loss caused by the accident, sickness or disability,
 - (iii) the right of the claimant to receive payment,
 - (iv) the claimant's age, and
 - (v) if relevant, the beneficiary's age, and
 - (c) if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim is made under the contract and, in the case of sickness or disability, its duration.
- (2) Failure to give notice of claim or furnish proof of claim within the time required by this condition does not invalidate the claim if:
 - (a) the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year after the date of the accident or the date a claim arises under the contract on account of sickness or disability, and it is shown that it was not reasonably possible to give the notice or furnish the proof in the time required by this condition, or
 - (b) in the case of the death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration.

Insurer to Furnish Forms for Proof of Claim

The insurer must furnish forms for proof of claim within 15 days after receiving notice of claim, but if the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

Rights of Examination

As a condition precedent to recovery of insurance money under the contract,

- (a) the claimant must give the insurer an opportunity to examine the person of the person insured when and as often as it reasonably requires while a claim is pending, and
- (b) in the case of death of the person insured, the insurer may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.

When Money Payable other than for Loss of Time

All money payable under the contract, other than benefits for loss of time, must be paid by the insurer within 60 days after it has received proof of claim.

When Loss of Time Benefits Payable

The initial benefits for loss of time must be paid by the insurer within 30 days after it has received proof of claim, and payment must be made after that date in accordance with the terms of the contract but not less frequently than once in each succeeding 60 days while the insurer remains liable for the payments if the person insured, when required to do so, furnishes proof of continuing sickness or disability before payment.

SPECIMEN