



RBC Life Insurance Company will pay the benefits provided in this Policy for loss due to Injury or Sickness to the Owner of this Policy unless otherwise assigned.

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.

**Insured**

**Policy Number**

**Date of Issue**

**Owner**

**NON-CANCELLABLE AND GUARANTEED CONTINUABLE TO AGE 65. NO CHANGE IN PREMIUM RATES.** As long as the premium is paid on time, We cannot change Your Policy or its premium rate until the first premium due date after Your 65th birthday.

**LIFETIME RENEWAL OPTION AFTER YOU REACH AGE 65. SUBJECT TO CHANGE IN PREMIUM RATES.** You may continue Your Policy for a Total Disability benefit with a limited benefit period while You are engaged Full-Time in a gainful occupation. There is no age limit. This option is explained in PART 5.

When You are no longer engaged Full-Time in a gainful occupation after age 65, You may continue Your Policy for the rest of Your life. The benefit will be limited to a Hospitalization Indemnity. This benefit will take the place of all other benefits under the Policy. This option is explained in PART 6.

**YOUR RIGHT TO EXAMINE THE POLICY.** If You are not satisfied with Your Policy, You may cancel it. Return the Policy to Us by midnight of the tenth day after the date You receive it. If You return the Policy by mail, it must be properly addressed, postage prepaid, and post marked no later than midnight of that tenth day. Our mailing address is P.O. Box 515, Station A, Mississauga, Ontario L5A 4M3. Within ten days after We receive the Policy, We will refund any premium You have paid. The Policy will be considered to have never been issued.

**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 the Retirement Protector rider, 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**

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Added benefits You have purchased, and any added provisions are attached at the back of the Policy.

## PART 1 DEFINITIONS

THE FOLLOWING WORDS HAVE SPECIAL MEANINGS. THEY ARE IMPORTANT TO DESCRIBING YOUR RIGHTS AND OUR RIGHTS UNDER THE POLICY. REFER BACK TO THESE MEANINGS AS YOU READ YOUR POLICY.

- 1.1 **“Policy”** means the legal contract between You and Us. This Policy, the application, the Policy Schedule, and any attached papers that We call riders, amendments, or endorsements make up the entire contract between You and Us.
- 1.2 **“You”** and **“Your”** refer to the Insured named in the Policy Schedule.
- 1.3 **“We”**, **“Us”** and **“Our”** refer to RBC Life Insurance Company. Our mailing address is P.O. Box 515, Station A, Mississauga, Ontario L5A 4M3.
- 1.4 **“Date of Issue”** means the date that the Policy becomes effective. It is shown on the Policy Schedule.
- 1.5 **“Injury”** means accidental bodily injury sustained after the Date of Issue and while Your Policy is in force.
- 1.6 **“Sickness”** means sickness or disease which first manifests itself after the Date of Issue and while Your Policy is in force.
- 1.7 **“Physician”** means any licensed practitioner of the healing arts practicing within the scope of his or her license. If Your Disability is caused by a Mental Disorder and/or Substance Use Disorder, the Physician must be a licensed psychiatrist or licensed psychologist. A Physician must be a person other than You.
- 1.8 **“Physician's Care”** means the regular and personal care of a Physician which under prevailing medical standards is appropriate for the condition causing the Disability.
- 1.9 **“Mental Disorder and/or Substance Use Disorder”** means any disorder classified in the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association (APA). Such disorders include psychotic, emotional or behavioural disorders and disorders related to substance abuse or dependency. If that Manual is discontinued, We will use the replacement chosen by the APA.
- 1.10 **“Monthly Earnings”** If You own any portion of any business or profession Your “Monthly Earnings” means:
- a. Your share of income earned by any business or profession due to Your personal activities;
  - b. Less Your share of business expenses which are deductible for Federal income tax purposes;
  - c. Plus Your salary and any contributions to a pension or profit sharing plan made on Your behalf.

From any other source of employment, “Monthly Earnings” means Your salary, fees, commissions and bonuses and any other income earned for services performed.

“Monthly Earnings” does not include:

- a. Income from deferred compensation plans, disability policies, or retirement plans; or
- b. Income not derived from Your vocational activities.

You may use the cash or accrual method of accounting for revenues in calculating Your Monthly Earnings, but You must use the same method each month and You must use the same method to calculate Your Prior Earnings.

**1.11 “Prior Earnings” means the greater of:**

- a. Your average Monthly Earnings for any six consecutive calendar months during the 24 month period immediately before Your Disability began, but in no event can Your average Monthly Earnings for those 6 consecutive calendar months be greater than 125 percent of Your average Monthly Earnings from Your business or profession's last fiscal year ending prior to the date Your Disability began; or
- b. Your average Monthly Earnings from Your business or profession's last fiscal year ending prior to the date Your Disability began; or
- c. Your highest average Monthly Earnings from any two successive fiscal years during the last three fiscal years ending just before Your Disability began. The two years selected must occur after the Date of Issue of Your Policy.

On each Review Date We will make an inflation adjustment to Your Prior Earnings. We will multiply Your Prior Earnings by the CPI Factor. The resulting inflation-adjusted amount of Your Prior Earnings will be used until the next Review Date to calculate Residual Disability benefits and Recovery benefits after Residual Disability.

The inflation adjustment will not apply once the Disability ends. It will apply to a Recurrent Disability deemed continuous under the Recurrent Disability section of Your Policy.

You may use the cash or accrual method of accounting for revenues in calculating Your Prior Earnings, but You must use the same method each month and You must use the same method in calculating Your Monthly Earnings.

**1.12 “Loss of Earnings” for any month means Your Prior Earnings minus Your Monthly Earnings for the month in which You claim a Residual Disability benefit or Recovery benefit after Residual Disability. Your Loss of Earnings must be directly due to the Injury or Sickness causing the Disability.**

If Your Loss of Earnings for any month is 80% or more of Your Prior Earnings, We will deem Your loss of Earnings to be 100% of Your Prior Earnings.

**1.13 “CPI” means the “All Items” Consumer Price Index. It is published by Statistics Canada. If this index is discontinued or if the method for computing it is materially changed, We may choose another index. We will choose an index which in Our opinion would most accurately reflect the rate of change in the cost of living in Canada. CPI will then mean that new index.**

**1.14 “Review Date” means the annual date that occurs after each successive twelve-month period of continuous Disability while Your disability continues. No Review Date will occur on or after Your 65th birthday.**

- 1.15** “**Index Month**” means the calendar month four months prior to the calendar month in which a Review Date occurs. The first Index Month for any Disability will be the calendar month four months prior to the month in which Your Disability began.
- 1.16** “**CPI Change**” means the result of a computation We will make as of each Review Date. We will divide the CPI for the most recent Index Month by the CPI for the Index Month prior to the most recent Index Month. The CPI Change will never be less than 1.02 and will never exceed 1.10.
- 1.17** “**CPI Factor**” means the result of the CPI Change as of the current Review Date multiplied by the CPI Change for each prior Review Date occurring since the Disability began. The CPI Factor as of the first Review Date will equal the CPI Change as of that Review Date. A CPI Factor is determined as of each Review Date while Disability continues.
- 1.18** “**Your Occupation**” means the occupation or occupations in which You are regularly engaged at the time You become Disabled.
- 1.19** “**Total Disability**” means that:
- a. Due directly to Injury or Sickness You are unable to perform the important duties of Your Occupation; and
  - b. You are not engaged in any gainful occupation; and
  - c. You are receiving Physician's Care. We may waive this requirement from time to time if We receive written proof acceptable to Us that further Physician's Care would be of no benefit to You.
- 1.20** “**Partial Disability**” means that:
- a. You are not Totally Disabled; and
  - b. You are engaged in Your occupation or any gainful occupation; and
  - c. Due directly to continuing Injury or Sickness, You are unable to perform either:
    - i. one or more important duties of Your Occupation; or
    - ii. the important duties of Your Occupation at least one-half of the time normally required; and
  - d. You are receiving Physician's Care. We may waive this requirement from time to time if We receive written proof acceptable to Us that further Physician's Care would be of no benefit to You.
- 1.21** “**Residual Disability**” means that:
- a. You are not Totally Disabled; and
  - b. You are engaged in Your occupation or any gainful occupation; and
  - c. Due directly to Injury or Sickness, You are unable to earn more than 80% of Your Prior Earnings; and
  - d. You are receiving Physician's Care. We may waive this requirement from time to time if We receive written proof acceptable to Us that further Physician's Care would be of no benefit to You.
- 1.22** “**Disability**” or “**Disabled**” refers to a continuous period of Total or Partial or Residual Disability as defined in the Policy.
- 1.23** “**Commencement Date**” is the day shown on the Policy Schedule when benefits begin during a continuous period of Disability. Periods of Disability from the same or related causes, separated by 12 months or less, will be accumulated and deemed to be continuous in order to determine the Commencement Date.

**1.24** “**Maximum Benefit Period**” is the longest period of time We will pay benefits during any Disability. It is shown on the Policy Schedule.

But for any Maximum Benefit Period other than lifetime, We will not pay Disability benefits, in any event, beyond the later of:

- a. Your 65th birthday; or
- b. i. if Disability occurs prior to age 75, the date on which 24 months of benefits have been paid; or
- ii. if Disability occurs at or after age 75, the date on which 12 months of benefits have been paid.

Also, in no event will We pay Partial Disability benefits or Residual Disability benefits beyond Your 65th birthday unless Partial Disability or Residual Disability begins within 3 months of Your 65th birthday. In that case, We will pay the benefit for a period not to exceed 3 months while You remain Partially Disabled or Residually Disabled.

**1.25** “**Full-Time**” means at least thirty hours per week, on a regular basis at Your usual place of business or employment.

## **PART 2 BENEFITS**

### **2.1 TOTAL DISABILITY BENEFIT**

We periodically will pay a Total Disability benefit during Your continuous Total Disability. The monthly amount We will pay is the Maximum Monthly Amount shown on the Policy Schedule.

This benefit will begin on the Commencement Date. We will continue to pay it while You remain Totally Disabled, but in no event will We pay beyond the Maximum Benefit Period. For periods of less than a month, We will pay a pro rata portion of the Maximum Monthly Amount for each day of Disability.

### **2.2 PARTIAL DISABILITY BENEFIT**

We periodically will pay a Partial Disability benefit during Your continuous Partial Disability unless You have elected to receive Residual Disability benefits instead.

Your continuous Partial Disability must begin either:

- a. From the date the Injury occurred or the Sickness began; or
- b. Immediately after a period of Total Disability due to the Injury or Sickness for which benefits are payable.

Your Partial Disability benefit will begin on the later of:

- a. The Commencement Date for Disability benefits shown on Your Policy Schedule; or
- b. The day after Total Disability ends.

We will continue to pay a Partial Disability benefit while You remain Partially Disabled and have not elected to receive Residual Disability benefits instead. But in no event will We pay Partial Disability benefits beyond the Maximum Benefit Period. For periods of less than a month, We will pay a pro rata portion.

**What is the Total Disability benefit?**

**What is the Partial Disability benefit?**

The monthly amount of Your Partial Disability benefit will be:

- a. For the first 24 months of Partial Disability benefits, 50% of the Maximum Monthly Amount shown on Your Policy Schedule; and
- b. Thereafter, 25% of the Maximum Monthly Amount shown on Your Policy Schedule.

### **2.3 ELECTION TO RECEIVE RESIDUAL DISABILITY BENEFITS INSTEAD OF PARTIAL DISABILITY BENEFITS**

At any time during Partial Disability, You may elect to receive Residual Disability benefits instead of Partial Disability benefits, but You must be Residually Disabled.

You only are entitled to make the election once and if You make the election, it is final and cannot be reversed.

Your election must be in writing and it will not be effective until received by Us together with satisfactory written evidence of Your Monthly Earnings and Prior Earnings.

We will not perform any calculation of Residual Disability benefits prior to receiving a written election from You.

Whenever You make the election, We will pay the excess, if any, of:

- a. The Residual Disability benefits that would have been payable during the 12 months immediately prior to the election date; less
- b. The Partial Disability benefits payable during the 12 months immediately prior to the election date.

### **2.4 RESIDUAL DISABILITY BENEFIT**

We periodically will pay a Residual Disability benefit during Your continuous Residual Disability.

Your continuous Residual Disability must begin either:

- a. From the date the Injury occurred or the Sickness began; or
- b. Immediately after a period of Total Disability or Partial Disability due to Injury or Sickness for which benefits are payable.

Your Residual Disability benefit will begin on the later of:

- a. The Commencement Date for Disability benefits shown on Your Policy Schedule; or
- b. The day after Total Disability ends; or
- c. The day that You elect to receive Residual Disability benefits instead of Partial Disability benefits.

We will continue to pay a Residual Disability benefit while You remain Residually Disabled, but in no event will We pay beyond the Maximum Benefit Period. For periods of less than a month, We will pay a pro rata portion.

The monthly amount of Your Residual Disability benefit will be:

$\frac{\text{Loss of Earnings}}{\text{Prior Earnings}} \times \text{Maximum Monthly Amount}$

We may require written evidence of Your Monthly Earnings and Prior Earnings satisfactory to Us including, but not limited to, true copies of income tax returns, audited income and expense statements and employer's salary statements.

**Can I switch from Partial Disability to Residual Disability benefits?**

**What is the Residual Disability benefit?**

**How is the Residual Disability benefit calculated?**

**Can benefits be paid if I no longer require the care and treatment of a Physician?**

**Can Total Disability be automatically assumed?**

## **2.5 RECOVERY BENEFIT**

We will pay a Recovery benefit if, prior to age 65;

- a. You engage in a gainful occupation immediately after the end of a period of Total Disability or Residual Disability for which benefits are payable and You incur a Loss of Earnings of at least 20%; or
- b. You engage in a gainful occupation immediately after the end of a period of Partial Disability.

The monthly amount of Your Recovery benefit following Total Disability or Residual Disability will equal:

$\frac{\text{Loss of Earnings}}{\text{Prior Earnings}} \times \text{Maximum Monthly Amount}$

The monthly amount of Your Recovery benefit following Partial Disability will be the amount of Your last Partial Disability benefit.

We will pay Recovery benefits:

- a. For up to 4 consecutive months following Total Disability or Residual Disability while You continue to incur a Loss of Earnings; or
- b. For up to 2 consecutive months following Partial Disability;

but in no event will We pay Recovery benefits beyond the end of the Maximum Benefit Period.

If a Recovery benefit is payable for a period for which any other benefit is payable under Your Policy:

- a. We will pay only one benefit for that period; and
- b. The benefit We will pay will be the greater of the benefits payable.

The provision of Your Policy titled Waiver of Premium will apply to any period for which a Recovery benefit is payable.

## **2.6 PRESUMPTIVE TOTAL DISABILITY BENEFIT**

If Injury or Sickness causes You to totally and irrecoverably lose:

- a. Your power of speech; or
- b. Your hearing in both ears; or
- c. Your sight in both eyes; or
- d. Use of both hands; or
- e. Use of both feet; or
- f. Use of one hand and one foot;

We will consider You to be Totally Disabled whether or not You are able to work or require treatment by a Physician. We will pay Total Disability benefits beginning on the Commencement Date for the Maximum Benefit Period shown on the Policy Schedule.



**2.7 TOTAL DISABILITY BECAUSE OF COSMETIC OR TRANSPLANT SURGERY**

If more than six months after the Date of Issue You become Totally Disabled because You have surgery to:

- a. Improve Your appearance or correct disfigurement; or
- b. Transplant part of Your body to someone else;

We will consider You to be Totally Disabled due to Sickness.

**2.8 SURVIVOR BENEFIT**

If You die prior to Your 65th birthday while receiving a Total Disability benefit, We will pay a Survivor benefit equal to three times the Maximum Monthly Amount payable at the time You die. We will pay the Survivor benefit to the beneficiary designated by You, or failing any designated beneficiary, to Your estate.

**2.9 RETURN TO WORK ASSISTANCE BENEFIT**

Regardless of whether or not the Commencement Date for Disability benefits has been met, if due to Injury or Sickness You are not working or You are working less than You may be able to work, We may provide You with assistance in returning to work or in enhancing Your ability to work.

Our assistance may include, but will not necessarily be limited to, arranging and/or paying for some or all of the costs of the following services:

- a. medical investigation and/or treatment;
- b. physical rehabilitation;
- c. psychiatric and/or psychological rehabilitation;
- d. vocational evaluation;
- e. education and/or occupational retraining;
- f. job placement;
- g. financial and/or business planning.

In addition, Our assistance may include, but will not necessarily be limited to, arranging and/or paying for some or all of the costs of the following items used to modify Your work-site:

- h. ergonomic furniture and/or equipment;
- i. mobility enhancing equipment; and
- j. visual and/or audio equipment.

We will pay for the costs of these services and/or modifications if:

- a. We have agreed, in writing, to do so before the costs are incurred;
- b. We determine that the services will assist You adequately in returning to work or enhancing Your ability to work; and,
- c. You are not entitled to payment of the costs from any other sources.

We may review Our funding of the services and/or modifications from time to time and We may continue Our funding of them if We determine that they are assisting You adequately in returning to work or enhancing Your ability to work. We also may modify or withdraw Our funding of the services depending upon Your participation and Your progress in returning to work.

**Is cosmetic or transplant surgery covered?**

**Is there a benefit if I die?**

**What type of services may be available to assist me in my rehabilitation?**

**What if Disability results from war, or normal pregnancy, or during a period of incarceration?**

**What if a Disability recurs?**

**What if a Disability is due to two causes at the same time?**

### **PART 3 EXCLUSIONS**

We will not pay benefits:

- a. For Disability due to an act or accident of war, whether declared or undeclared; or
- b. For normal pregnancy or childbirth, but We will cover Disabling complications of pregnancy or childbirth; or
- c. During any period that You are incarcerated.

We will not pay benefits for:

- a. Any Injury sustained, or,
  - b. Any Sickness which first manifests itself,
- before Your Policy becomes effective or while Your Policy is not in force.

We will not pay benefits unless You are Disabled as defined in the Policy.

### **PART 4 RECURRENT AND CONCURRENT DISABILITY**

#### **4.1 RECURRENT DISABILITY**

If after a period of Disability ends, You become Disabled again from the same or related causes, We will consider Your Disability a continuation of the prior period of Disability for the purposes of determining the Commencement Period and Maximum Benefit Period. But if You become Disabled again after a period of at least 12 consecutive months during which You have:

- a. Engaged Full-Time in a gainful occupation; and
- b. Performed all of the important duties thereof;

We will consider Your Disability to be a new and separate Disability for the purposes of determining the Commencement Period and the Maximum Benefit Period.

#### **4.2 CONCURRENT DISABILITY**

If a Disability is caused by more than one Injury or Sickness, or from both, We will pay benefits as if the Disability was caused by only one Injury or Sickness.

We will not pay more than one Disability benefit for the same period.

**PART 5  
RENEWAL OPTION AFTER AGE 65  
IF EMPLOYED — TOTAL DISABILITY BENEFIT**

**5.1 RENEWAL OPTION**

After Your 65th birthday, You may continue Your Policy, but only for the Total Disability benefit provided in section 2.1 while:

- a. You remain actively engaged Full-Time in a gainful occupation; and
- b. The premium is paid on time.

We can require proof after Your 65th birthday that You have continued to be actively engaged Full-Time in a gainful occupation.

You cannot elect this option after You have become eligible to elect the Renewal Option in Part 6 (Hospitalization Indemnity Benefit) of the Policy.

The Policy must be in force when You elect this option.

If You elect this option, We will pay the Total Disability benefit subject to the same provisions, exceptions, and limitations in the Policy.

**5.2 PREMIUMS AFTER AGE 65**

The premium will be the rate then in effect for Your rating group. We can change the premium rate but only if We change the rate for everyone in Your rating group who has this policy form in Your province.

Any premium paid after Your 65th birthday for a period not covered by Your Policy under this option will be returned to You, or at Your request, We will apply it to the premium payable under the Renewal Option in Part 6 (Hospitalization Indemnity Benefit) of the Policy.

**PART 6  
RENEWAL OPTION AFTER AGE 65  
IF NOT EMPLOYED — HOSPITALIZATION INDEMNITY  
BENEFIT**

**6.1 RENEWAL OPTION**

After Your 65th birthday, when You cease to be actively engaged Full-Time in a gainful occupation, You may continue Your Policy for the rest of Your Life, but only for a Hospitalization Indemnity Benefit, as long as the premium is paid on time. The Hospitalization Indemnity benefit will take the place of all other benefits under Your Policy and, unless We state otherwise, any benefits under riders added to the Policy.

The Policy must be in force when You elect this option.

**6.2 HOSPITALIZATION INDEMNITY BENEFIT**

If You elect this option, We will pay You a Hospitalization Indemnity benefit of 100 dollars per day while You are hospitalized in a legally operated hospital because of Injury or Sickness.

This benefit will begin on the date You are hospitalized. We will continue to pay it while You are hospitalized, but We will not pay for more than six months during each continuous period of hospitalization.

**Can the Policy be renewed after age 65 if I am still working?**

**How will the benefit period be limited?**

**What will the premium be?**

**Can the Policy be renewed after age 65 if I am not working full-time?**

**What will the benefit be?**

**What other Policy provisions will change?**

**What will the premium be?**

**When are premiums due?**

**What happens if a premium payment is late?**

**How can a lapsed Policy be reinstated?**

For the purpose of this benefit, after a period of hospitalization ends, if You are hospitalized again from the same or related cause within 180 days, We will consider it to be a continuation of the first hospitalization.

For the purposes of this benefit, "hospital" will not mean:

- a. A place for convalescence, nursing home, or care for the aged; or
- b. A place for the care or treatment of Mental Disorders, and/or Substance Use Disorders; or
- c. A place that is used primarily for custodial, educational, or rehabilitative care.

### **6.3 EXCEPTIONS**

Under this option, the Waiver of Premium, the Recurrent Disability, and Benefit provisions of the Policy will not apply, however, all of the other provisions, exceptions, and limitations of the Policy will apply.

### **6.4 PREMIUMS**

The premium will be the rate then in effect for Your rating group. We can change the premium rate but only if We change the rate for everyone in Your rating group who has the policy form in Your rating group in Your province.

## **PART 7 PREMIUM AND REINSTATEMENT**

### **7.1 PAYMENT OF PREMIUMS**

The first premium on Your Policy is payable on the Date of Issue. After that, premiums are payable in the amount and mode shown on the Policy Schedule.

Payment may be made to Our office, P.O. Box 515, Station A, Mississauga, Ontario L5A 4M3.

Premiums may be paid annually or monthly. If Our rules permit it, You can pay the premiums quarterly or semi-annually. We will allow You to change this by written request, but We will not allow a change while You are Disabled.

### **7.2 GRACE PERIOD**

After the first premium has been paid, a grace period of 31 days is allowed for late payment of premium. Your Policy will remain in force during the grace period.

If the premium is not paid when it is due or within the grace period, the Policy will lapse.

### **7.3 REINSTATEMENT**

If Your Policy lapses because the premium is not paid when due or within the grace period, it will be reinstated if We accept payment of the premium without requiring a reinstatement application.

If We receive the premium due at Our office within 57 days from the date the premium was due, We will not require evidence of Your insurability.

If We receive the premium after 57 days, We will require a reinstatement application. We will issue You a conditional receipt for the premium. If We approve Your application, the Policy will be reinstated as of the date of Our approval.

If We disapprove Your application, We must do so in writing within 45 days of the date of the conditional receipt or the Policy will be reinstated on the 45th day.

The reinstated Policy will cover only loss due to:

- a. Injury sustained after the date of reinstatement; or
- b. Sickness that begins more than ten days after such date.

Except for this and any new provisions that are added to the reinstated Policy, Your rights and Our rights will be the same as before the Policy lapsed.

#### **7.4 PREMIUM REFUND AT DEATH**

Upon notice of Your death, We will make a pro rata refund of any premium paid for a period beyond the month of Your death.

### **PART 8 WAIVER OF PREMIUM**

After You have been Disabled for 90 days, We will waive any premium that becomes due while You remain Disabled. Your Policy and its benefits will continue as if the premium had been paid.

We will also refund any premium that became due and was paid during those first 90 days of Disability.

When You are no longer eligible for Waiver of Premium, You can continue Your Policy in force by paying the next premium that becomes due.

Waiver of Premium will not apply to any premiums which become due after You elect the Renewal Option in Part 6 (Hospitalization Indemnity Benefit) of the Policy.

### **PART 9 THE CONTRACT**

#### **9.1 CHANGES TO THE POLICY**

No one, including any agent, has the right to change or waive any part of the Policy unless the change is approved in writing by one of Our Officers. The change will not be effective until the approval is noted on or attached to the Policy by Us.

#### **9.2 INCONTESTABLE**

After Your Policy has been in force for two years, excluding any time You are Disabled, We cannot contest it. This does not apply if a material fact has been fraudulently misrepresented or not disclosed to Us.

#### **9.3 CONFORMITY WITH PROVINCIAL STATUTES**

Any provisions in this Policy which, on its Date of Issue, conflict with the laws of the province in which You reside on that date, are amended to meet the minimum requirements of such laws.

#### **9.4 ASSIGNMENT**

We will not be bound by an assignment of Your Policy or any claim unless We receive a written assignment at Our office before We pay the benefits claimed. We will not be responsible for the validity of any assignment. No assignment will alter the terms of the Policy.

**Is there any premium refund at death?**

**When will premiums be waived?**

**Can the Policy be changed?**

**For how long is the Policy contestable?**

**What if the Policy differs with provincial requirements?**

**When must notice of assignment be sent?**

**What if there is a misstatement of age?**

**When must Disability occur?**

## **9.5 MISSTATEMENT OF AGE**

If Your age has been misstated, the benefits under the Policy will be those that the premium You paid would have purchased at Your correct age.

## **9.6 TIME OF LOSS**

All Disabilities must occur while Your Policy is in force, but termination of Your Policy will not affect any claim for Disability that begins within 30 days of the date of Injury that occurs while Your Policy is in force and later causes such Disability.

## **PART 10 EXAMINATIONS**

At Our Expense, We can have You examined, tested or functionally assessed by a Physician of Our choice as often as is reasonably required while Your claim is continuing. Also, a representative of Ours may conduct a personal interview with You or examine Your financial records as often as may reasonably be required.

## **PART 11 STATUTORY CONDITIONS**

### **11.1 1. THE CONTRACT**

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

#### **2. WAIVER**

The insurer 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 signed by the insurer.

#### **3. COPY OF APPLICATION**

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

### **11.2 MATERIAL FACTS**

No statement made by the insured or person 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 statements or answers furnished as evidence of insurability.

### **11.3 1. NOTICE AND PROOF OF CLAIM**

The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall

- a. Give written notice of claim to the insurer
  - i. by delivery thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the Province; or
  - ii. by delivery thereof to an authorized agent of the insurer in the Province,  
not later than thirty days from the date a claim arises under the contract on account of an accident, sickness or disability;

- b. Within ninety days from 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 the happening of the accident or the commencement of the sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, his or her age, and the age of the beneficiary if relevant; 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 may be made under the contract and as to the duration of such a disability.

## **2. FAILURE TO GIVE NOTICE OF 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 year from the date of the accident or the date a claim arises under the contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

### **11.4 INSURER TO FURNISH FORMS FOR PROOF OF CLAIM**

The insurer shall furnish forms for proof of claim within fifteen days after receiving notice of claim, but where the claimant has not received the forms within that time he may submit his 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.

### **11.5 RIGHTS OF EXAMINATION**

As a condition precedent to recovery of insurance moneys under this contract,

- a. The claimant shall afford to the insurer an opportunity to examine the person of the person insured when and so often as it reasonably requires while the claim hereunder 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.

### **11.6 WHEN MONEYS PAYABLE OTHER THAN FOR LOSS OF TIME**

All moneys payable under this contract, other than benefits for loss of time, shall be paid by the insurer within sixty days after it has received proof of claim.

### **11.7 WHEN LOSS OF TIME BENEFITS PAYABLE**

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

### **11.8 LIMITATION OF ACTIONS**

An action or proceeding against the insurer for the recovery of a claim under this contract shall not be commenced more than one year after the date insurance money became payable or would have become payable if it had been a valid claim.

## Provincial amendments

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**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

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**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