

RBC Life Insurance Company P.O. Box 515, Station A Mississauga, Ontario L5A 4M3 1-800-663-0417 FAX 1-888-246-0098 www.rbcinsurance.com

Effective Date

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** 

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

John Carinci VP & Head, Operations & Client Experience

## THIS POLICY IS ISSUED BY RBC LIFE INSURANCE COMPANY

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# 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 speciality 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 Unitied 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:

- 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, 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**.

# 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 I 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.

# 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.

# Section 2.3: Conversion Option

This **policy**, subject to **our** underwriting rules in effect at the time, may be converted without proof that the **insured** is insurable into a level premium **critical illness** 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 later than the policy anniversary at the insured's attained age sixty-five (65);
- the **insured's attained age** at time of conversion does not exceed the maximum issue age for the new **critical illness** insurance **policy**;
- 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; and
- a claim for the critical illness benefit is not pending or payable.

## The Converted Policy

Following conversion to a new critical illness insurance policy:

- the critical illness benefit of the converted policy cannot exceed the critical illness benefit of this policy at the effective date of conversion;
- the early assistance benefit will not be available if an early assistance benefit has been paid under this policy;
- any evidence of good health and insurability that was submitted in application for, or on reinstatement of, this **policy**, will be relied upon in issuing, and will be deemed to form part of, any converted **policy**;
- the effective date of the converted policy will be the monthly policy anniversary following the date we receive your application for conversion at our offices;
- the premium for the new 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 application for conversion at our offices;
- any riders as shown on the Schedule of Benefits and Premiums for this **policy** may be carried forward to the converted **policy** provided the requested riders are still available at the time of **your** application for conversion;

- the option date to exercise an early return of premium on surrender will be reset and recalculated from the effective date of the converted policy; and
- any additional exclusions, extra premium ratings or exclusion riders that apply to this **policy**, will apply to the converted **policy**.

#### Credit for Return of Premium

Credit will be provided for the sum of all premiums paid less any premiums previously waived from the **effective date** of this **policy** to the **effective date** of conversion at the original **critical illness benefit** amount if:

- this **policy** has a rider providing return of premium benefits as shown on the Schedule of Benefits and Premiums and the **critical illness benefit** is being converted; and
- a rider providing return of premium benefits is available and requested by **you** at the time of **your** application for conversion.

This amount will be carried forward and added to the sum of all premiums paid less any premiums previously waived from the **effective date** of conversion to the date when a return of premium benefit is payable at the **critical illness benefit** amount in force at that time.

#### 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 will terminate on the **effective date** of conversion.

# Section 2.4: 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 be limited to 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
\$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.

# Section 3.0: Exclusions and Limitations

### **General Exclusions**

These exclusions are in addition to the specific exclusions set out in the definitions of 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** (covered or excluded under the **policy**), regardless of when the **diagnosis** is made; or
- a diagnosis of Benign Brain Tumour (covered or excluded under the policy).

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 Prostate Cancer or 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 Specificed 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 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 level premium **critical illness** insurance **policy**, subject to the provisions of the Conversion Option;
- d) when this **policy** is converted to a long term care insurance **policy**, subject to the provisions of the Long Term Care Conversion Option;
- e) the death of the insured;
- f) when the critical illness benefit is paid under the terms of this policy; or
- g) 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.

#### 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.

# **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.