



RBC Life Insurance Company has issued this Policy to the Owner in consideration of the payment of the required premium and the statements made in the application. The application forms part of the Policy.

We agree to pay the benefits for Disability provided by the Policy to the Owner unless otherwise assigned. You agree to do all that can be reasonably expected of You to mitigate any loss.

**Insured**

**Policy Number**

**Date of Issue**

**Owner**

**GUARANTEED RENEWABLE TO YOUR 65th BIRTHDAY; PREMIUMS ARE SUBJECT TO CHANGE.** The Owner can continue this Policy to the first premium due date after Your 65th birthday by paying premiums on time at Our rates in effect from time to time for persons of Your rating group. **SUBJECT TO CHANGE, BUT ONLY IN CERTAIN CIRCUMSTANCES.**

**CONDITIONAL RIGHT TO RENEW AFTER YOUR 65TH BIRTHDAY; PREMIUMS ARE SUBJECT TO CHANGE BY CLASS.** After Your 65th birthday, the Owner can continue the Policy while You are engaged Full-Time in a gainful occupation. There is no age limit. The Owner must pay premiums on time at Our rates in effect from time to time for persons of Your rating group. This option is explained in Part 6 of the Policy.

**RIGHT TO EXAMINE THE POLICY.** If the Owner is not satisfied with the Policy, the Owner may cancel it by giving Us written notice of termination and returning the Policy to Us, either by personal delivery or registered mail, at our office. If the Owner does so within 10 days after receiving the Policy, We will refund any premium that has been paid. The Policy will be considered never to have been issued.

**READ THE POLICY CAREFULLY. IT IS A LEGAL CONTRACT.**

Rino D'Onofrio  
President and Chief Executive Officer

John Carinci  
VP & Head, Operations & Client Experience

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

**TABLE OF CONTENTS**

**Page**

Guaranteed Renewable to Your 65th Birthday ..... 1

Conditional Right to Renew After Your 65th Birthday ..... 1

Right to Examine the Policy ..... 1

Policy Schedule ..... 2

Part 1 - Definitions ..... 4

Part 2 - Coverage ..... 7

Part 3 - Benefits ..... 7

Part 4 - Limitations ..... 9

Part 5 - Exclusions ..... 10

Part 6 - Renewal option after age 65 if employed full-time ..... 10

Part 7 - Premiums ..... 11

Part 8 - Waiver of Premium ..... 12

Part 9 - Termination ..... 12

Part 10 - Examinations ..... 12

Part 11 - The Contract ..... 12

Part 12 - Statutory Conditions ..... 13

Provincial amendments ..... 15

Specimen

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 THE POLICY.

- 1.01** “Policy” means the legal contract between the Owner and Us. This Policy, the application, the Policy Schedule, and any attached papers that We call riders, amendments, endorsements, modifications or corrections make up the entire contract between the Owner and Us.
- 1.02** “You” and “Your” refer to the Insured named in the Policy Schedule.
- 1.03** “We”, “Us” and “Our” refer to RBC Life Insurance Company.
- 1.04** “Date of Issue” means the effective date of the Policy. It is shown on the Policy Schedule. However, the Policy does not become effective unless and until:
- it is issued; and,
  - it is delivered; and,
  - the first premium is paid; and,
  - there has been no change in Your insurability since the application.
- 1.05** “Injury” means Accidental bodily injury which is sustained:
- while the Policy is in effect; or,
  - before the Policy becomes effective, but only if We have been fully and accurately advised on the application or otherwise in writing, prior to the Policy becoming effective, of all information known or reasonably available to You regarding Your Injury, including all symptoms.
- 1.06** “Accidental” means sustained directly and independently of all other causes by external accidental means.
- 1.07** “Sickness” means sickness or disease which first Manifests itself:
- while the Policy is in effect; or,
  - before the Policy becomes effective but only if We have been fully and accurately advised on the application or otherwise in writing, prior to the Policy becoming effective, of all information known or reasonably available to You regarding Your Sickness, including all symptoms.
- 1.08** “Manifest” means that the sickness or disease does not merely exist, but that a symptom or symptoms have appeared regardless of whether or not any medical treatment or advice has been sought or received.
- 1.09** “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.
- 1.10** “Physician” means any person other than You or a member of Your immediate family who is licensed by law and is acting within the scope of that license to treat the Injury or Sickness causing Your Disability. If Your Disability is caused by a Mental Disorder and/or Substance Use Disorder, the Physician must be a licensed psychiatrist or a licensed doctoral-level psychologist.

**1.11** “**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 behavioral disorders and disorders related to substance abuse or dependency. If the Manual is discontinued, We will use the replacement chosen by the APA.

**1.12** “**Monthly Earnings**” If You own any part of a business or professional entity for which You work, Your Monthly Earnings means the sum of:

- a. Your salary, wages, commissions, fees and bonuses; and,
- b. Your share of income earned by the business or professional entity due to Your personal activities; and,
- c. contributions on Your behalf to a deferred compensation, pension or profit sharing plan,

reduced by Your share of business expenses which are deductible for income tax purposes.

Monthly Earnings does not include distribution from deferred compensation plans, disability income policies or retirement plans or income not derived from Your occupational 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. If You choose the cash method of accounting, income earned but not received prior to the start of Disability will be excluded from Your Current Earnings.

If You do not own any portion of a business or professional entity for which You work, Monthly Earnings includes Your salary, wages, commissions, fees, bonuses and any other income earned by You for the work that You do less Your share of any expenses which are deductible for income tax purposes.

**1.13** “**Prior Earnings**” means the greater of the average of Your Monthly Earnings for:

- a. the 12 consecutive calendar months immediately before Your Disability began; and,
- b. the fiscal year with the greater earnings during the last two fiscal years ending immediately before Your Disability began. The two fiscal years must occur after the Date of Issue of the 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 Disability benefits and Recovery benefits after Disability.

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

**1.14** “**Current Earnings**” means Your Monthly Earnings for the month for which a Disability benefit is being claimed.

**1.15** “**Loss of Earnings**” means, for any month, Your Prior Earnings minus Your Current Earnings for the month. Your Loss of Earnings must be solely due to Injury or Sickness for which Disability or Recovery benefits are claimed.

**1.16** **“Other Income Benefits”** means the monthly amount or monthly equivalent of any benefits or other payments which You receive or are entitled to receive for Your Disability from or under:

- a. the Canada Pension Plan or the Quebec Pension Plan or any plan in any country which has a reciprocal agreement with the Canada Pension Plan or the Quebec Pension Plan excluding dependent benefits and any cost-of-living increases made after commencement of payment of Disability benefits under this Policy;
- b. any Workers' Compensation or similar legislation;
- c. where permitted by law, any automobile insurance policy, or government plan of automobile insurance;
- d. any other government plan, government agency or legislation;
- e. any retirement or pension plan; and,
- f. any employer as salary continuation or severance allowance;
- g. group and association long-term and short-term disability or weekly indemnity insurance or plans.

**1.17** **“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.

**1.18** **“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.

**1.19** **“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.

**1.20** **“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.

**1.21** **“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.

**1.22** **“Reasonable Occupation”** means any gainful work for which You are reasonably suited based upon Your education, training or experience, and which could be expected to generate at least 60% of Prior Earnings.

**1.23** **“Disability”** or **“Disabled”** means that, due solely to Injury or Sickness:

- a. You have a reduced ability to work; and,
- b. You have a Loss of Earnings of at least 20 percent of Your Prior Earnings; 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.

What is the Disability benefit?

**1.24** “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.

**1.25** “Maximum Monthly Amount” means the maximum monthly amount of Disability benefit. It is shown on the Policy Schedule.

**1.26** “Gross Monthly Amount” is calculated as follows:

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

**1.27** “Maximum Benefit Period” is shown on the Policy Schedule. It is the longest period of time that We will pay benefits during any one Disability subject to paragraph 4.1.a “Limitations - Payment of Benefits”.

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

**PART 2  
COVERAGE**

This Policy provides coverage for Disability due solely to Injury or Sickness. The definitions of “Disability”, “Injury”, “Accidental”, “Sickness” and “Manifest” in Part 1 of the Policy must be read to determine and understand the extent of the coverage provided by the Policy.

This Policy only provides coverage for Disability that begins while the Policy is in effect.

This Policy does not provide coverage for Disability due to any Injury or Sickness which specifically has been excluded in Part 5 of the Policy or by a signed amendment, modification or correction to the Policy or otherwise by name or specific description.

**PART 3  
BENEFITS**

**3.1 DISABILITY BENEFIT**

We will pay a Disability benefit during Your continuous Disability. This benefit will begin on the Commencement Date and continue while You remain Disabled subject to the provisions of paragraph 4.1 “Limitations - Payment of Benefits”.

For each month of Disability We will pay the Net Monthly Amount after any reduction in the Gross Monthly Amount in accordance with paragraph 4.2 “Limitations - Integration of Benefits”. For periods of less than a month, We will pay a pro rata portion of the Net Monthly Amount.

### 3.2 RECOVERY BENEFIT

We will pay a Recovery benefit if:

- a. You have been continuously Disabled for 90 days or until the Commencement Date, whichever is later; and,
- b. You are no longer Disabled; and,
- c. You return to work in a Reasonable Occupation; and,
- d. You have a Loss of Earnings of at least 20 percent of Your Prior Earnings due solely to Injury or Sickness.

The amount of the Recovery benefit will be equal to the Net Monthly Amount after any reduction in the Gross Monthly Amount in accordance with paragraph 4.2 "Limitations - Integration of Benefits". The Recovery benefit will be paid while You continue to have a Loss of Earnings of at least 20 percent of Your Prior Earnings due solely to Injury or Sickness, but in no event will We pay Recovery benefits for more than 12 months or beyond the Maximum Benefit Period, whichever is earlier. The Recovery benefit is payable only once for each Disability.

### 3.3 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.

**Can benefits be paid if I no longer require Physician's Care?**

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

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

**What if a Disability recurs?**

**Is cosmetic or transplant surgery covered?**

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

**If We offer to pay for the costs of a Return to Work Assistance program, is participation mandatory?**

### **3.4 CONCURRENT DISABILITY**

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

### **3.5 SUCCESSIVE DISABILITIES**

Successive periods of Disability will be deemed to be one and the same Disability for the purposes of the Commencement Date and Maximum Benefit Period unless the later period of Disability:

- a. starts after the end of the previous period of Disability and is due to different and unrelated Injury or Sickness; or,
- b. starts after a period of at least 12 consecutive months during which You have engaged Full-Time in a gainful occupation and performed all of the important duties;

in which event the later period of Disability will be deemed to be a new and separate Disability and a new Commencement Date and Maximum Benefit Period will apply.

### **3.6 TRANSPLANT AND COSMETIC SURGERY**

Disability due solely to:

- a. surgery to transplant part of Your body to another person; or,
- b. surgery to improve Your appearance or correct disfigurement,

will be considered to be Disability due to Sickness.

## **PART 4 LIMITATIONS**

### **4.1 PAYMENT OF BENEFITS**

Payment of benefits is subject to the following limitations:

- a. regardless of the Maximum Benefit Period shown on the Policy Schedule, We will not pay benefits for any one Disability, in any event, beyond the later of:
  1. Your 65th birthday; or,
  2. the date on which 24 months of benefits have been paid if Disability begins prior to age 75 or the date on which 12 months of benefits have been paid if Disability begins on or after age 75; and,
- b. if a Return to Work Assistance program will help You return to work in a Reasonable Occupation and We offer to pay for the cost of that program, You must satisfactorily participate in the program or no further Disability benefits will be paid; and,
- c. You must apply for any Other Income Benefits for which You may be eligible. If these benefits are denied You must pursue all available appeal processes and reapply from time to time. You also must provide Us with written proof satisfactory to Us of the status of Your applications for these benefits within 90 days of Our request. If You do not meet any of these requirements, no further Disability, Recovery or Return to Work Assistance benefits will be paid; and,
- d. if You do not work in a Reasonable Occupation to the capacity which You are able, no further Disability, Recovery or Return to Work Assistance benefits will be paid.



## 4.2 INTEGRATION OF BENEFITS

If the sum of:

- a. in the Gross Monthly Amount; and,
- b. Your Current Earnings; and,
- c. Your Other Income Benefits,

exceeds 85 percent of Your Prior Earnings, the Gross Monthly Amount will be reduced by the amount by which that sum exceeds 85 percent of Your Prior Earnings. The resulting amount will be the "Net Monthly Amount".

## PART 5 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.

## PART 6 RENEWAL OPTION AFTER AGE 65 IF EMPLOYED FULL-TIME

After Your 65th birthday, the Owner can continue the Policy while You are engaged Full-Time in a gainful occupation. We can require proof from time to time. The Policy will terminate when You cease to be engaged Full-Time in a gainful occupation.

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.

Any premium paid under this renewal option for a period after termination of the Policy will be refunded.

**At time of claim,  
how may my Disability  
benefit be reduced?**

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

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

**What will the premium be?**

## **PART 7 PREMIUMS**

### **7.1 PAYMENT**

The first premium is payable upon delivery of the Policy to the Owner. After that, premiums are payable in the amount and mode shown on the Policy Schedule. We will allow the Owner, by written request to our office, to change the mode of premium payments but not to a less frequent mode while You are Disabled. Premiums may be paid:

- a. annually, semi-annually or monthly by pre-authorized chequing; or,
- b. semi-annually or annually by cheque or money order.

If premiums are paid annually by cheque or money order; the payment must be made to our office.

### **7.2 GRACE PERIOD**

After the first premium has been paid and the Policy has been delivered, a grace period of thirty-one days will be allowed for late payment of any premium. The Policy will remain in force during the grace period unless We have received notice of cancellation or termination of the Policy.

If the premium is not paid when it is due or within the grace period, the Policy will lapse, regardless of whether or not We have given any notice of previous lapses.

### **7.3 REINSTATEMENT**

If the Policy lapses because the premium is not paid when due or within the grace period, but We receive payment in full at our office within fifty-seven days from the date that the premium was due, We will reinstate the Policy without requiring a reinstatement application or evidence of Your insurability. This does not apply if We have received notice of cancellation or termination of the Policy.

If We receive payment of the premium more than fifty-seven days after the date that the premium was due, We will reinstate the Policy only if We receive a properly completed reinstatement application and evidence, satisfactory to Us, of Your insurability. The reinstated Policy will cover only Disability due to:

- a. Injury sustained after the date of reinstatement; and,
- b. Sickness which begins more than 10 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 the Policy lapsed.

In no event will We reinstate the Policy if We do not receive:

- a. payment of the premium; and,
- b. the reinstatement application; and,
- c. satisfactory evidence of your insurability,

within six months after the date that the premium was due.

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

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

### **7.5 PREMIUM CHANGES**

We can in Our discretion, increase or decrease from time to time the premiums required from the Owner under this Policy, or any rider. However, We only can do this when We make the same rate change for an entire group of policyowners, and where the relevant policies, the policyowners and/or the persons insured under their policies share a characteristic or combination of characteristics that We determine to be material to Our risk under the affected policies. Also, We cannot change the premium for the Policy or any rider more than once in any 12 month period. We will give the Owner at least thirty-one days written notice any premium increase.

**When are premiums due?**

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

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

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

**On what basis may premiums change?**

**PART 8  
WAIVER OF PREMIUM**

After You have been Disabled for 90 days, We will waive any premiums, on a monthly basis, that become payable during that Disability for as long as benefits continue to be payable. We also will refund any premium that became due and was paid during those first 90 days of Disability. The Policy will continue in effect as if the premium had been paid. When waiver of premium terminates the Policy may be continued in effect by paying the next premium that becomes payable.

**PART 9  
TERMINATION**

**9.1 TERMINATION BY THE OWNER**

The Owner may terminate the Policy at any time by giving written notice of termination to Us by registered mail to our office or Our chief agency in the province.

**9.2 OTHER TERMINATION**

The Policy will terminate on the earliest of the following dates:

- a. Your death; or,
- b. expiry of the thirty-one day grace period referred to in Part 7 of the Policy unless reinstated; or,
- c. the first premium due date immediately following Your 65th birthday unless the Policy has been renewed in accordance with Part 6 "Renewal Option After Age 65 If Employed Full-Time".

**PART 10  
EXAMINATIONS**

At Our expense, We may have You examined by a Physician of Our choice or tested or functionally assessed when and as often as reasonably may be required while You are claiming benefits. Also, a representative of Ours may conduct a personal interview with You or examine Your financial records as often as reasonably may be required while You are claiming benefits.

**PART 11  
THE CONTRACT**

**11.1 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.

**11.2 INCONTESTABLE**

After the 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.

**When will premiums be waived?**

**When may I cancel my coverage?**

**Under which circumstances will coverage automatically terminate?**

**Can the Policy be changed?**

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

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

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

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

**How long do I have to give written notice of a claim?**

### **11.3 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.

### **11.4 ASSIGNMENT**

Any assignment of the Policy is subject to approval by Us. Also, We will not be bound by any assignment of the Policy, or any assignment of benefits under the Policy unless and until We receive a written form of assignment at our office. We are not responsible for the validity of any assignment. No assignment will alter the provisions of the Policy or change the person Insured under the Policy.

### **11.5 MISSTATEMENT OF AGE**

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

## **PART 12 STATUTORY CONDITIONS**

### **12.1 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.

### **12.2 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.

### **12.3 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 disability.

## **2. 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 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.

### **12.4 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 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.

### **12.5 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.

### **12.6 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 the insurance money became payable or would have become payable if it had been a valid claim.

**What happens if notice of a claim is not received by Us within one year from the date the claim arises?**

## 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.*