



RBC Insurance

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

The Fundamental Series® Disability Income Protection

RBC Life Insurance Company has issued this Policy to the Policy Owner in exchange for the payment of the applicable premium. This Policy is based on the statements You made in Your application for insurance. We will pay the benefits provided by the Policy to You, unless the Policy indicates otherwise.

INJURY or INJURY AND ILLNESS. This Policy provides coverage for Disability due to Injury. If you have purchased Illness Coverage, it also provides coverage for Disability due to Illness. Any reference in this Policy to benefits for Disability due to Illness does not apply unless Illness Coverage is shown in the Policy Schedule.

WE AND YOU. Throughout this document, “We”, “Us” and “Our” refer to RBC Life Insurance Company, which We occasionally shorten to RBC Insurance®. “You” and “Your” refer to the Insured named in the Policy Schedule.

RENEWAL PROVISION. Injury Coverage under this Policy is guaranteed renewable to age 75. Illness Coverage, if purchased, is guaranteed renewable to age 70. This means that as long as You pay the premiums, We cannot cancel the Policy or change its provisions. At Our discretion, We may change the amount of future renewal premiums, provided We do so for an entire class of policy owners.

30 DAY RIGHT TO EXAMINE YOUR POLICY. You have the right to cancel Your Policy by returning it to Us within 30 days after You receive it. We will refund the premium that You have paid, and the Policy will be treated as if it had never been issued. Please return to:

**RBC Life Insurance Company
Group & Living Benefits**
P.O. Box 515, Station A
Mississauga, Ontario
L5A 4M3

PLEASE READ YOUR POLICY CAREFULLY. It is a legal contract. Your Policy contains all of the information about your coverage which is subject to the Exclusions and Limitations. You can find the definitions of the capitalized words and phrases in Part 1 Words and Phrases Used in this Policy.

RBC LIFE INSURANCE COMPANY

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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Specimen

Part 1 Words and Phrases used in this Policy

THE FOLLOWING WORDS AND PHRASES HAVE SPECIAL MEANINGS AS THEY ARE IMPORTANT TO DESCRIBING YOUR RIGHTS AND OUR RIGHTS UNDER THE POLICY.

1.01 Definitions Of Words And Phrases Used In This Policy

24 hour Coverage means that the Policy provides coverage for Disability caused by an Injury that is Work Related or non-Work Related. To have 24 hour Coverage, Loss of Income Injury with 24 hour Coverage must be shown on the Policy Schedule.

Accident or Accidental means an unexpected and sudden event due exclusively to an external force of a violent nature beyond Your control, occurring while this Policy is in force.

Class Grouping means an entire group of Insured Persons that share a characteristic, combination of characteristics or Policy feature that We determine to be material to our risk.

Day, for the purposes of this Policy, means a continuous 24 hour period.

Disability or Disabled means a state of Total Disability or Partial Disability.

Effective Date means any of the date(s) shown on the Policy Schedule. These are the date(s) upon which coverage for each specific benefit commences under this Policy. The Effective Date for coverage under each benefit may differ, including a different Effective Date for Illness coverage than for Injury coverage.

Elimination Period means the number of consecutive days of Disability specified on the Policy Schedule that must pass for each period of Disability before benefit payments begin. If this Policy provides coverage for Disability due to Illness, there may be a different Elimination Period for Disability due to Illness than for Disability due to Injury. If the Business Overhead Expense Benefit option was purchased, that benefit may have a different Elimination Period. The different Elimination Periods are shown on the Policy Schedule.

He/his/him applies to both sexes unless the context clearly indicates otherwise.

Illness means a disease or sickness, which is first Manifested after the Effective Date. Regardless of the date of first Manifestation, any Illnesses that result, directly or indirectly, from any of the conditions or activities listed in the Exclusions provisions of this Policy are deemed not to be Illnesses and are not covered for the applicable benefits under this Policy. This Policy provides coverage for Disability due to Illness only if Illness Coverage is shown on the Policy Schedule.

Injury means Accidental physical harm or damage sustained by You while this Policy is in effect. No Disability or loss shall be considered as due to Injury if it results, directly or indirectly, from disease or sickness. However, a Soft Tissue Injury is deemed to be an Injury. Physical harm or damage that results, directly or indirectly, from any of the conditions or activities listed in any Exclusions provision of this Policy is deemed not to be an Injury and is not covered for the applicable benefits under this Policy.

Insured Person or Insured means the individual named on the Policy Schedule, who has applied and been approved for coverage by Us.

Leave of Absence means an arranged period of absence from work that has been agreed to with Your employer and which has a specific return to work date.

Manifest (Manifestation, Manifested) means the disease or sickness does not merely exist, but a symptom or symptoms have appeared, regardless of whether or not any medical treatment or advice has been sought or received or whether a correct diagnosis has been made.

Month means a calendar month.

Non-Occupational Injury Coverage means that there is no coverage under this Policy for Disability caused or contributed to by an Injury that is Work Related. You have Non-Occupational Injury Coverage if Loss of Income Injury with Non-Occupational Coverage is shown on the Policy Schedule.

Partially Disabled or Partial Disability means that:

- a) You are not Totally Disabled; and
- b) You are engaged in Your Regular Occupation or any gainful occupation; and
- c) Due directly to continuing Injury or Illness (if Illness Coverage was purchased), You are unable to perform either:
 - i) One or more important duties of Your Regular Occupation; or
 - ii) The important duties of Your Regular Occupation at least one-half of the time normally required; and

d) You are receiving Physician's Care.

No period of Disability will be considered as due to Injury if it begins more than 120 days after the date of the Accident. The availability of work does not affect the determination of Partial Disability.

Physician means an individual who is legally licensed to practice medicine, prescribe or administer drugs, or perform surgery in the jurisdiction where such an individual is practicing. The Physician must be providing treatment within the limits of his medical license. A Physician must be someone other than You, Your business associate, someone related to You by blood or marriage, or someone ordinarily resident with You.

Physician's Care means the regular and personal care of a Physician. To be under Physician's Care, You must visit Your Physician as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat the condition(s) causing Your Disability. To be under Physician's Care, You must also be receiving and complying with the most appropriate treatment and care for the condition(s) causing Your Disability, in accordance with generally accepted medical standards.

Policy means the insurance coverage described in this document that We have issued as evidence of the contract of insurance coverage. Unless otherwise stated in writing to the contrary, this Policy includes insurance coverage under any amendment, rider or endorsement that We have issued for intended attachment to this document.

Policy Owner means the individual named on the Policy Schedule who owns this Policy.

Reasonable Occupation means any occupation in which You could reasonably expect to earn an annual income equal to or greater than the Reasonable Occupation Income shown in the same row of the Benefit Determination Chart in Part 2 that shows Your Maximum Eligible Monthly Benefit.

Regular Occupation, unless modified by the Unemployment/Minimal Work or Leave of Absence provisions in Part 6, means the occupation or occupations in which You are regularly engaged for compensation at the time You become Disabled.

Soft Tissue Injury means a contusion, a Sprain or a Strain, and the following conditions:

- a) Bursitis
- b) Carpal tunnel syndrome
- c) Epicondylitis (medial & lateral)
- d) Patellofemoral syndrome
- e) Palmar fasciitis
- f) Plantar fasciitis
- g) Rotator cuff injury
- h) Tarsal tunnel syndrome
- i) Tendonitis

Sprain means a joint Injury, in which some fibers of a supporting ligament are ruptured, but the continuity of the ligament remains intact.

Strain means an Injury to a muscle caused by over-stretching or over-exertion.

Totally Disabled or Total Disability means that:

- a) Due directly to Injury or Illness (if Illness Coverage was purchased), You are unable to perform the important duties of Your Regular Occupation; and
- b) You are not engaged in any gainful occupation; and
- c) You are receiving Physician's Care.

After Disability benefits have been payable for 36 Months during any period of Disability, then Total Disability means that:

- a) Due directly to Injury or Illness (if Illness Coverage was purchased), You are unable to engage in any Reasonable Occupation for which the You are, or may reasonably become, fitted by education, training or experience; and
- b) You are receiving Physician's Care.

No period of Disability will be considered as due to Injury if it begins more than 120 days after the date of the Accident. The availability of work does not affect the determination of Total Disability.

Unemployed, if You are or were an employee, means You are not currently working and You have been or are entitled to be issued a record of employment by Your employer. If You are self-employed, Unemployed means that You are not actually working at least 20 hours per week on a regular basis and at least 35 weeks per Year.

Vehicle means any form of transportation which is drawn, propelled and driven by any means and includes, but is not restricted to, an automobile, truck, motor cycle, moped, bicycle, snow mobile or boat.

Work Related means arising out of, or in the course of any employment or business in which You were engaged or any other work which You were performing for financial gain.

Specimen

Part 2 Insurable Annual Earnings

DETERMINATION OF INSURABLE ANNUAL EARNINGS AND MAXIMUM ELIGIBLE MONTHLY BENEFIT

2.01 Definitions Of Terms Used In This Section

Employment Income means Your salary, wages, commissions, fees and any regular annual or periodic bonus earned from employment, minus any employment expenses that are deductible from employment income under the Income Tax Act of Canada.

Annual Employment Income is the greater of:

- a) Your Employment Income for the calendar year preceding the date Your period of Disability began; or
- b) the annualized rate of Your Employment Income in effect at the date Your period of Disability began.

Business Income means:

- a) Your share of pre-tax profits or losses from an incorporated business which was partly or wholly owned by You and in which You were working on a full or part-time basis; or
- b) Your share of business income, less Your share of the business expenses that are deductible for Federal income tax purposes, from an unincorporated business which was partly or wholly owned by You and in which You were working on a full or part-time basis.

Annual Business Income is the greatest of:

- a) Your Business Income during the six Month period immediately preceding the date Your period of Disability began, multiplied by two; or
- b) Your Business Income during the taxation year preceding the date Your period of Disability began; or
- c) One half of Your Business Income in any consecutive 24 Month period within the 36 Month period immediately preceding the date Your period of Disability began. The 24 Month period must occur after the applicable Effective Date.

Gross Revenue means Your share of business revenue, before business expenses and taxes, from an incorporated or unincorporated business, which was partly or wholly owned by You and in which You are working on a full-time or part-time basis. Gross Revenue is reduced by the sum of the following:

- a) Cost of Goods Sold; and
- b) any salaries, wages or bonuses paid as employee wages to individuals employed with the business but not including any amounts paid to You.

Annual Gross Revenue is the greatest of:

- a) Your Gross Revenue during the six Month period immediately preceding the date Your period of Disability began, multiplied by two; or
- b) Your Gross Revenue during the taxation year preceding the date Your period of Disability began; or
- c) One half of Your Gross Revenue in any consecutive 24 Month period within the 36 Month period immediately preceding the date Your period of Disability began. The 24 Month period must commence after the applicable Effective Date.

Cost of Goods Sold means the direct costs attributable to the production of the goods sold by the business. It includes the cost of materials and supplies but not the cost of labour. If You are a Driver, Cost of Goods Sold includes the cost of fuel used by the business.

Driver means any occupation in which Your important duties include using a vehicle to transport or deliver goods or people or to provide services. It includes, but is not limited to, driving instructors and the drivers of transport trucks, couriers, taxis, limos, delivery vehicles, buses and tow trucks.

Insurable Annual Earnings means:

- a) if You are an employee, Your Annual Employment Income; or
- b) if You have earnings from self-employment, the greater of:
 - i. Your Annual Business Income plus Your Annual Employment Income from the business; or
 - ii. 50% of Your Annual Gross Revenue.

Insurable Annual Earnings do not include investment income, dividend income, owners drawings, interest income, income from government plans, rent, royalties, pension income, annuities, deferred compensation or other forms of income which do not depend on Your ability to engage in any occupation or employment.

Maximum Eligible Monthly Benefit (MEMB) means the maximum of all Monthly benefits available to You under the Policy and from Other Sources. It is based on Your Insurable Annual Earnings at the date Your period of Disability began. The Maximum Eligible Monthly Benefits at different levels of Insurable Annual Earnings are set out in the Benefit Determination Chart below. Your Maximum Eligible Monthly Benefit will be determined by:

- a) calculating Your Insurable Annual Earnings;
- b) locating the range of Insurable Annual Earnings in the Benefit Determination Chart that includes Your Insurable Annual Earnings; and
- c) identifying the Maximum Eligible Monthly Benefit that is set out in the same row as that range of Insurable Monthly Earnings.

BENEFIT DETERMINATION CHART							
Insurable Annual Earnings		Maximum Eligible Monthly Benefit (MEMB)	Reasonable Occupation Income (Annual)	Insurable Annual Earnings		Maximum Eligible Monthly Benefit (MEMB)	Reasonable Occupation Income (Annual)
From	To			From	To		
\$ -	\$ 7,400	\$ -		\$ 97,801	\$ 100,800	\$ 5,200	\$ 55,400
\$ 7,401	\$ 8,800	\$ 500	\$ 5,280	\$ 100,801	\$ 103,800	\$ 5,300	\$ 56,900
\$ 8,801	\$ 10,400	\$ 600	\$ 6,240	\$ 103,801	\$ 106,800	\$ 5,400	\$ 58,400
\$ 10,401	\$ 12,000	\$ 700	\$ 7,200	\$ 106,801	\$ 109,800	\$ 5,500	\$ 59,900
\$ 12,001	\$ 13,600	\$ 800	\$ 8,160	\$ 109,801	\$ 112,800	\$ 5,600	\$ 61,400
\$ 13,601	\$ 15,200	\$ 900	\$ 9,120	\$ 112,801	\$ 115,800	\$ 5,700	\$ 62,900
\$ 15,201	\$ 16,800	\$ 1,000	\$ 10,080	\$ 115,801	\$ 118,800	\$ 5,800	\$ 64,400
\$ 16,801	\$ 18,400	\$ 1,100	\$ 11,040	\$ 118,801	\$ 121,800	\$ 5,900	\$ 65,900
\$ 18,401	\$ 20,000	\$ 1,200	\$ 12,000	\$ 121,801	\$ 124,800	\$ 6,000	\$ 67,400
\$ 20,001	\$ 21,600	\$ 1,300	\$ 12,960	\$ 124,801	\$ 127,800	\$ 6,100	\$ 68,900
\$ 21,601	\$ 23,200	\$ 1,400	\$ 13,920	\$ 127,801	\$ 130,800	\$ 6,200	\$ 70,400
\$ 23,201	\$ 24,800	\$ 1,500	\$ 14,880	\$ 130,801	\$ 133,800	\$ 6,300	\$ 71,900
\$ 24,801	\$ 26,400	\$ 1,600	\$ 15,840	\$ 133,801	\$ 136,800	\$ 6,400	\$ 73,400
\$ 26,401	\$ 28,000	\$ 1,700	\$ 16,800	\$ 136,801	\$ 139,800	\$ 6,500	\$ 74,900
\$ 28,001	\$ 29,600	\$ 1,800	\$ 17,760	\$ 139,801	\$ 142,800	\$ 6,600	\$ 76,400
\$ 29,601	\$ 31,200	\$ 1,900	\$ 18,720	\$ 142,801	\$ 145,800	\$ 6,700	\$ 77,900
\$ 31,201	\$ 32,800	\$ 2,000	\$ 19,680	\$ 145,801	\$ 148,800	\$ 6,800	\$ 79,400
\$ 32,801	\$ 34,400	\$ 2,100	\$ 20,640	\$ 148,801	\$ 151,800	\$ 6,900	\$ 80,900
\$ 34,401	\$ 36,000	\$ 2,200	\$ 21,600	\$ 151,801	\$ 154,800	\$ 7,000	\$ 82,400
\$ 36,001	\$ 37,600	\$ 2,300	\$ 22,560	\$ 154,801	\$ 157,800	\$ 7,100	\$ 83,900
\$ 37,601	\$ 39,200	\$ 2,400	\$ 23,520	\$ 157,801	\$ 160,800	\$ 7,200	\$ 85,400
\$ 39,201	\$ 40,800	\$ 2,500	\$ 24,480	\$ 160,801	\$ 163,800	\$ 7,300	\$ 86,900
\$ 40,801	\$ 42,400	\$ 2,600	\$ 25,440	\$ 163,801	\$ 166,800	\$ 7,400	\$ 88,400
\$ 42,401	\$ 44,000	\$ 2,700	\$ 26,400	\$ 166,801	\$ 174,231	\$ 7,500	\$ 92,100
\$ 44,001	\$ 45,600	\$ 2,800	\$ 27,360	\$ 174,232	\$ 176,538	\$ 7,600	\$ 93,250
\$ 45,601	\$ 47,200	\$ 2,900	\$ 28,320	\$ 176,539	\$ 178,846	\$ 7,700	\$ 94,400
\$ 47,201	\$ 48,800	\$ 3,000	\$ 29,280	\$ 178,847	\$ 181,154	\$ 7,800	\$ 95,600
\$ 48,801	\$ 50,400	\$ 3,100	\$ 30,200	\$ 181,155	\$ 183,461	\$ 7,900	\$ 96,750
\$ 50,401	\$ 52,000	\$ 3,200	\$ 31,000	\$ 183,462	\$ 185,769	\$ 8,000	\$ 97,900
\$ 52,001	\$ 53,600	\$ 3,300	\$ 31,800	\$ 185,770	\$ 195,600	\$ 8,100	\$ 102,800
\$ 53,601	\$ 55,200	\$ 3,400	\$ 32,600	\$ 195,601	\$ 198,000	\$ 8,200	\$ 104,000
\$ 55,201	\$ 56,800	\$ 3,500	\$ 33,400	\$ 198,001	\$ 200,400	\$ 8,300	\$ 105,200
\$ 56,801	\$ 58,400	\$ 3,600	\$ 34,200	\$ 200,401	\$ 202,800	\$ 8,400	\$ 106,400
\$ 58,401	\$ 60,000	\$ 3,700	\$ 35,000	\$ 202,801	\$ 205,200	\$ 8,500	\$ 107,600
\$ 60,001	\$ 61,600	\$ 3,800	\$ 35,800	\$ 205,201	\$ 216,250	\$ 8,600	\$ 113,100
\$ 61,601	\$ 63,200	\$ 3,900	\$ 36,600	\$ 216,251	\$ 218,750	\$ 8,700	\$ 114,350
\$ 63,201	\$ 64,800	\$ 4,000	\$ 37,400	\$ 218,751	\$ 221,250	\$ 8,800	\$ 115,600
\$ 64,801	\$ 67,800	\$ 4,100	\$ 38,900	\$ 221,251	\$ 223,750	\$ 8,900	\$ 116,850
\$ 67,801	\$ 70,800	\$ 4,200	\$ 40,400	\$ 223,751	\$ 226,250	\$ 9,000	\$ 118,100
\$ 70,801	\$ 73,800	\$ 4,300	\$ 41,900	\$ 226,251	\$ 238,695	\$ 9,100	\$ 124,350
\$ 73,801	\$ 76,800	\$ 4,400	\$ 43,400	\$ 238,696	\$ 241,304	\$ 9,200	\$ 125,650
\$ 76,801	\$ 79,800	\$ 4,500	\$ 44,900	\$ 241,305	\$ 243,913	\$ 9,300	\$ 126,950
\$ 79,801	\$ 82,800	\$ 4,600	\$ 46,400	\$ 243,914	\$ 246,521	\$ 9,400	\$ 128,250
\$ 82,801	\$ 85,800	\$ 4,700	\$ 47,900	\$ 246,522	\$ 249,130	\$ 9,500	\$ 129,550
\$ 85,801	\$ 88,800	\$ 4,800	\$ 49,400	\$ 249,131	\$ 251,739	\$ 9,600	\$ 130,850
\$ 88,801	\$ 91,800	\$ 4,900	\$ 50,900	\$ 251,740	\$ 254,348	\$ 9,700	\$ 132,150
\$ 91,801	\$ 94,800	\$ 5,000	\$ 52,400	\$ 254,349	\$ 256,956	\$ 9,800	\$ 133,500
\$ 94,801	\$ 97,800	\$ 5,100	\$ 53,900	\$ 256,957	\$ 271,363	\$ 9,900	\$ 140,700

For classes 3,4,5 and 6, Your Maximum Eligible Monthly Benefit will never be more than \$8,000.00

BENEFIT DETERMINATION CHART

Insurable Annual Earnings		Maximum Eligible Monthly Benefit (MEMB)	Reasonable Occupation Income (Annual)	Insurable Annual Earnings		Maximum Eligible Monthly Benefit (MEMB)	Reasonable Occupation Income (Annual)
From	To			From	To		
\$ 271,364	\$ 274,091	\$ 10,000	\$ 142,050	\$ 516,001	\$ 519,428	\$ 15,100	\$ 264,700
\$ 274,092	\$ 276,818	\$ 10,100	\$ 143,400	\$ 519,429	\$ 538,235	\$ 15,200	\$ 274,100
\$ 276,819	\$ 279,545	\$ 10,200	\$ 144,750	\$ 538,236	\$ 541,764	\$ 15,300	\$ 275,900
\$ 279,546	\$ 282,272	\$ 10,300	\$ 146,150	\$ 541,765	\$ 545,294	\$ 15,400	\$ 277,650
\$ 282,273	\$ 285,000	\$ 10,400	\$ 147,500	\$ 545,295	\$ 565,454	\$ 15,500	\$ 287,750
\$ 285,001	\$ 301,428	\$ 10,500	\$ 155,700	\$ 565,455	\$ 569,091	\$ 15,600	\$ 289,550
\$ 301,429	\$ 304,285	\$ 10,600	\$ 157,150	\$ 569,092	\$ 572,727	\$ 15,700	\$ 291,350
\$ 304,286	\$ 307,143	\$ 10,700	\$ 158,550	\$ 572,728	\$ 576,363	\$ 15,800	\$ 293,200
\$ 307,144	\$ 310,000	\$ 10,800	\$ 160,000	\$ 576,364	\$ 580,000	\$ 15,900	\$ 295,000
\$ 310,001	\$ 312,857	\$ 10,900	\$ 161,450	\$ 580,001	\$ 583,636	\$ 16,000	\$ 296,800
\$ 312,858	\$ 315,714	\$ 11,000	\$ 162,850	\$ 583,637	\$ 587,272	\$ 16,100	\$ 298,650
\$ 315,715	\$ 326,341	\$ 11,100	\$ 168,150	\$ 587,273	\$ 590,909	\$ 16,200	\$ 300,450
\$ 326,342	\$ 329,268	\$ 11,200	\$ 169,650	\$ 590,910	\$ 594,545	\$ 16,300	\$ 302,250
\$ 329,269	\$ 332,195	\$ 11,300	\$ 171,100	\$ 594,546	\$ 598,181	\$ 16,400	\$ 304,100
\$ 332,196	\$ 335,122	\$ 11,400	\$ 172,550	\$ 598,182	\$ 601,818	\$ 16,500	\$ 305,900
\$ 335,123	\$ 338,048	\$ 11,500	\$ 174,000	\$ 601,819	\$ 605,454	\$ 16,600	\$ 307,750
\$ 338,049	\$ 349,500	\$ 11,600	\$ 179,750	\$ 605,455	\$ 609,091	\$ 16,700	\$ 309,550
\$ 349,501	\$ 352,500	\$ 11,700	\$ 181,250	\$ 609,092	\$ 612,727	\$ 16,800	\$ 311,350
\$ 352,501	\$ 355,500	\$ 11,800	\$ 182,750	\$ 612,728	\$ 616,363	\$ 16,900	\$ 313,200
\$ 355,501	\$ 358,500	\$ 11,900	\$ 184,250	\$ 616,364	\$ 620,000	\$ 17,000	\$ 315,000
\$ 358,501	\$ 370,769	\$ 12,000	\$ 190,400	\$ 620,001	\$ 623,636	\$ 17,100	\$ 316,800
\$ 370,770	\$ 373,846	\$ 12,100	\$ 191,900	\$ 623,637	\$ 627,272	\$ 17,200	\$ 318,650
\$ 373,847	\$ 376,923	\$ 12,200	\$ 193,450	\$ 627,273	\$ 630,909	\$ 17,300	\$ 320,450
\$ 376,924	\$ 380,000	\$ 12,300	\$ 195,000	\$ 630,910	\$ 634,545	\$ 17,400	\$ 322,250
\$ 380,001	\$ 383,077	\$ 12,400	\$ 196,550	\$ 634,546	\$ 638,181	\$ 17,500	\$ 324,100
\$ 383,078	\$ 396,315	\$ 12,500	\$ 203,150	\$ 638,182	\$ 641,818	\$ 17,600	\$ 325,900
\$ 396,316	\$ 410,270	\$ 12,600	\$ 210,150	\$ 641,819	\$ 645,454	\$ 17,700	\$ 327,750
\$ 410,271	\$ 413,513	\$ 12,700	\$ 211,750	\$ 645,455	\$ 649,091	\$ 17,800	\$ 329,550
\$ 413,514	\$ 416,756	\$ 12,800	\$ 213,400	\$ 649,092	\$ 652,727	\$ 17,900	\$ 331,350
\$ 416,757	\$ 420,000	\$ 12,900	\$ 215,000	\$ 652,728	\$ 656,363	\$ 18,000	\$ 333,200
\$ 420,001	\$ 423,243	\$ 13,000	\$ 216,600	\$ 656,364	\$ 660,000	\$ 18,100	\$ 335,000
\$ 423,244	\$ 426,486	\$ 13,100	\$ 218,250	\$ 660,001	\$ 663,636	\$ 18,200	\$ 336,800
\$ 426,487	\$ 429,729	\$ 13,200	\$ 219,850	\$ 663,637	\$ 667,272	\$ 18,300	\$ 338,650
\$ 429,730	\$ 432,973	\$ 13,300	\$ 221,500	\$ 667,273	\$ 670,909	\$ 18,400	\$ 340,450
\$ 432,974	\$ 436,216	\$ 13,400	\$ 223,100	\$ 670,910	\$ 674,545	\$ 18,500	\$ 342,250
\$ 436,217	\$ 439,459	\$ 13,500	\$ 224,750	\$ 674,546	\$ 678,181	\$ 18,600	\$ 344,100
\$ 439,460	\$ 455,000	\$ 13,600	\$ 232,500	\$ 678,182	\$ 681,818	\$ 18,700	\$ 345,900
\$ 455,001	\$ 458,333	\$ 13,700	\$ 234,150	\$ 681,819	\$ 685,454	\$ 18,800	\$ 347,750
\$ 458,334	\$ 461,666	\$ 13,800	\$ 235,850	\$ 685,455	\$ 689,091	\$ 18,900	\$ 349,550
\$ 461,667	\$ 465,000	\$ 13,900	\$ 237,500	\$ 689,092	\$ 692,727	\$ 19,000	\$ 351,350
\$ 465,001	\$ 468,333	\$ 14,000	\$ 239,150	\$ 692,728	\$ 696,363	\$ 19,100	\$ 353,200
\$ 468,334	\$ 471,666	\$ 14,100	\$ 240,850	\$ 696,364	\$ 700,000	\$ 19,200	\$ 355,000
\$ 471,667	\$ 475,000	\$ 14,200	\$ 242,500	\$ 700,001	\$ 703,636	\$ 19,300	\$ 356,800
\$ 475,001	\$ 478,333	\$ 14,300	\$ 244,150	\$ 703,637	\$ 707,272	\$ 19,400	\$ 358,650
\$ 478,334	\$ 481,666	\$ 14,400	\$ 245,850	\$ 707,273	\$ 710,909	\$ 19,500	\$ 360,450
\$ 481,667	\$ 485,000	\$ 14,500	\$ 247,500	\$ 710,910	\$ 714,545	\$ 19,600	\$ 362,250
\$ 485,001	\$ 502,285	\$ 14,600	\$ 256,150	\$ 714,546	\$ 718,181	\$ 19,700	\$ 364,100
\$ 502,286	\$ 505,714	\$ 14,700	\$ 257,850	\$ 718,182	\$ 721,818	\$ 19,800	\$ 365,900
\$ 505,715	\$ 509,143	\$ 14,800	\$ 259,550	\$ 721,819	\$ 725,454	\$ 19,900	\$ 367,750
\$ 509,144	\$ 512,571	\$ 14,900	\$ 261,300	\$ 725,455	\$ 729,091	\$ 20,000	\$ 369,550
\$ 512,572	\$ 516,000	\$ 15,000	\$ 263,000	\$ 729,092	\$ 732,727	\$ 20,000	\$ 371,350

For classes 3,4,5 and 6, Your Maximum Eligible Monthly Benefit will never be more than \$8,000.00

2.02 Verification of Insurable Annual Earnings

We will require written evidence of Your Insurable Annual Earnings which may include, but is not limited to, information from third parties, a true copy of income tax returns, audited income and expense statements or employer's salary statements. Once a method of determining Your Insurable Annual Earnings has been selected for any particular claim, that same method will be used throughout the entire period of that claim.

Part 3 Loss of Income Benefits

3.01 Definitions Of Terms Used In This Section

Loss of Income Benefit in any Month means the least of the following amounts:

- a) the Monthly Benefit shown on the Policy Schedule;
- b) Your Maximum Eligible Monthly Benefit; or
- c) Your Maximum Eligible Monthly Benefit reduced by Other Benefits.

During the first 18 Months of compensable Disability, the Loss of Income benefit will not be less than the Minimum Monthly Benefit, subject to any other Limitations of this Policy.

If We determine that You may be entitled to one or more Other Benefits, we may estimate the amount of Your entitlement to determine the Loss of Income Benefit that is payable.

We may recalculate the amount of Your Loss of Income Benefit if You receive Other Benefits retroactively. If You receive any Other Benefits as a lump sum that covers a period of Months, We will apply the lump sum to the corresponding period of Months that We paid Loss of Income Benefits to You. If We determine that We have overpaid You, You must reimburse Us. We may determine the method of reimbursement, including reducing or suspending the payment of further Loss of Income Benefits.

Minimum Monthly Benefit means:

- the Monthly Benefit shown on the Policy Schedule, if the sum of the Monthly Benefit shown in the Policy Schedule and the monthly benefit under any other individual policy We have issued to You is less than or equal to \$1,000.
- the greater of \$1,000 or 25% of the Monthly Benefit shown on the Policy Schedule, if the Monthly Benefit shown on the Policy Schedule is greater than \$1,000.

Other Benefits means the gross Monthly amount or the gross Monthly equivalent of any disability benefits, income replacement benefits, retirement benefits, or other payments which You receive, are entitled to receive, or could have received if You had applied in a timely and diligent manner, from or under:

- a) the Canada Pension Plan (Primary only) or Quebec Pension Plan (Primary only);
- b) any workers' compensation act or plan;
- c) the Employment Insurance Plan or similar legislation;
- d) any other insurance plans, including other individual or group disability policies or plans;
- e) any employer salary continuance or severance allowance applicable to the Month of Disability; or
- f) any automobile accident insurance plan;

Maximum Benefit Period means the maximum length of time for each period of Disability, for which Loss of Income Benefits are payable. The Maximum Benefit Period ends on the earliest of:

- a) the date You are no longer Disabled as defined in this Policy;
- b) the date benefits cease in accordance with the Benefit Limitations or Exclusions of this Policy;
- c) Your 70th birthday, if Your Disability begins on or before Your 68th birthday;
- d) the last day of the Benefit Period as shown on the Policy Schedule, if Your Disability begins on or before Your 68th birthday;
- e) the date 24 Months of Loss of Income Benefits have been paid, if Your Disability begins after Your 68th birthday, or,
- f) the date You fail to provide proof of claim in accordance with the requirements of the Proof of Claim provisions in Part 7.03.

BENEFIT PROVISIONS

3.02 Total Disability Benefit

If You are Totally Disabled after the Elimination Period, We will pay You the Loss of Income Benefit for each Month that You remain Totally Disabled. The payment of Total Disability Benefits is subject to the Maximum Benefit Period and the Limitations and Exclusions.

If You are Totally Disabled after the expiry of the Elimination Period for only part of a Month, We will pay You 1/30th of the Loss of Income Benefit for each day that You remain Totally Disabled. Total Disability Benefits are payable in arrears.

3.03 Partial Disability Benefit

If You are Partially Disabled after the Elimination Period, We will pay You 50% of the Loss of Income Benefit for each Month that You remain Partially Disabled, up to a maximum six Months. The payment of Partial Disability Benefits is also subject to the Maximum Benefit Period, and the Limitations and Exclusions.

If You are Partially Disabled after the expiry of the Elimination Period for only part of a Month, We will pay You 1/30th of the Partial Disability Benefit for each day that You remain Partially Disabled. Partial Disability Benefits are payable in arrears.

3.04 Return to Work Assistance Benefit

While You are Disabled, We may provide assistance in returning You to work. 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) job placement;
- e) vocational evaluation;
- f) financial and/or business planning; and
- g) education and/or occupational retraining.

In addition, 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;
- j) visual and/or audio equipment.

We will pay or reimburse You 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; 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. We may also modify or withdraw Our funding of the services and/or modifications depending upon Your participation and progress in returning to work.

3.05 Recurrent Disability

If after a period of Disability for which We paid You Loss of Income Benefits ends, You become Disabled again within 6 Months from the same or a related medical cause, We will recommence paying You a Loss of Income Benefit from the first day of the recurrence of Your Disability. We will consider this Disability to be a continuation of the previous period of Disability in determining the Maximum Benefit Period. Each period of Disability separated by 6 Months or more will be considered as a separate Disability, even if such Disabilities are due to the same or related causes.

3.06 Concurrent Disability

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

3.07 Limitations and Exclusions

See Part 6 for the Exclusions and Limitations applicable to benefits under this Section.

Part 4 Accidental Medical Emergency Reimbursement Benefit

BENEFIT PROVISIONS

4.01 Accident Medical Emergency Reimbursement Benefit

If You incur any of the following expenses because of an Accidental Injury and You provide Us with the original invoice or receipt as proof of payment for the expenses, We will reimburse You for the reasonable and customary amounts of those expenses, up to a cumulative total of \$10,000:

- a) qualified Physician (including surgeon and anesthetist) fees;
- b) necessary care and services from a hospital, including x-rays and medicines, (but not including room ward, semi-private or private charges);
- c) fees for the services from a registered graduate nurse who is not related by blood or marriage to You or ordinarily resident with You or a business associate of Yours;
- d) ambulance fees;
- e) fees for the services of any of the following licensed practitioners when recommended by a physician: physiotherapist, osteopath, chiropractor, chiropodist, podiatrist, speech therapist, psychologist, massage therapist;
- f) rental of a wheel chair or other approved durable equipment for temporary therapeutic treatment, but not to exceed the purchase price prevailing at the time such rental became necessary;
- g) purchase of hearing aids, crutches, trusses, braces, casts and splints, but not including the cost of replacements;
- h) orthopedic appliances;
- i) drugs or medicines dispensed by a licensed pharmacist, which requires the prescription from Your attending Physician;
- j) services by a qualified dentist for dental treatment to natural teeth or replacement of natural teeth, but not to exceed the cost of the least expensive treatment that will provide a professionally adequate treatment.

4.02 Exclusions

See Part 6 for the Exclusions applicable to benefits under this Part.

4.03 Limitations

Benefits are subject to the following limitations:

- a) Expenses covered by any governmental health insurance plan in Your province or territory of residence will not be covered.
- b) Expenses must be solely and directly as a result of an Accident and the first such expense must be incurred within 30 days of the Accident. All other expenses must occur within 365 days of the Accident.

Part 5 Business Overhead Expense Benefit

THERE IS NO COVERAGE UNDER THIS BENEFIT, UNLESS PREMIUM HAS BEEN PAID FOR IT AND IT IS SHOWN ON THE POLICY SCHEDULE.

5.01 Definitions Of Terms Used In This Section

Business Overhead Expenses means the fixed contractual expenses of a business that are ordinary and necessary in the operation of the business. Business Overhead Expenses include:

- a) rent, utilities, leased and rented equipment, business property and liability insurance premiums, dues for professional associations, interest on debt, accounting fees;
- b) scheduled installment payments of principal of debt allocated to business use;
- c) wages, fees or other compensation for any employee if that employee is involved in administrative support and is not engaged in any revenue producing or sales generating activities for the business and was continuously employed in the business for a period of not less than six Months prior to the date Your Disability begins. For an Independent Transport Owner-Operator, a driver who is hired to replace You is included as a Business Overhead Expense; and
- d) other fixed contractual business expenses, which are normal and customary in the operation of the business.

Business Overhead Expenses Do NOT Include:

- a) wages, fees or other compensation payable to staff or any person who generates revenue for the business;
- b) any expense for which the Policy Owner is not liable;
- c) any expenses for which the Policy Owner was not regularly liable before the date Your period of Disability began;
- d) travel and entertainment expenses;
- e) any business or office supplies, fuel or repairs and maintenance;
- f) any Business Overhead Expenses for which the business is reimbursed through any other source.

Independent Transport Owner-Operator means a person:

- a) whose occupation is truck driver; and
- b) who is the owner of the truck and/or is responsible for paying for the truck used in their occupation; and
- c) who has discretion to enter contracts to transport goods with any organization and is not exclusively bound to carry goods for one organization.

Key Person means a person whose services are of such a nature that the business would suffer a substantial financial loss if he became Disabled. A Key Person must generate the sales or revenue for the business and be involved in the day-to-day operation of the business.

Maximum Benefit Period means the maximum length of time for each period of Disability, for which benefits are payable under this Business Overhead Expense Benefit. The Maximum Benefit Period begins on the date benefits become payable and ends on the earliest of:

- a) the date You are no longer Disabled as defined in this Policy;
- b) the date benefits cease in accordance with the Benefit Limitations or Exclusions of this Policy;
- c) Your 75th birthday;
- d) the date the Maximum Total Benefit is paid; or
- e) the date You fail to provide proof of claim in accordance with the requirements of the Proof of Claim provisions in Part 7.03.

Maximum Total Benefit means 12 times the Monthly Benefit. The cumulative total of Monthly Expense Benefits paid for a single claim will not exceed the Maximum Total Benefit.

Monthly Benefit means the greatest dollar amount We will pay each Month while the You are Disabled subject to the terms of this Policy. The Monthly Benefit is shown on the Policy Schedule.

Monthly Expense Benefit means the dollar amount which is payable while You are Disabled. It is equal to the lesser of the actual Business Overhead Expenses incurred for the Month or the Monthly Benefit.

BENEFIT PROVISIONS

5.02 Total Disability BOE Benefit

If You are a Key Person and You are Totally Disabled after the Elimination Period, We will, upon submission of original receipts or other proof satisfactory to Us, reimburse the Policy Owner for the Business Overhead Expenses incurred for each Month that You remain Totally Disabled. The payment of this Total Disability BOE Benefit is also subject to the Monthly Expense Benefit, the Maximum Benefit Period, the Maximum Monthly Benefit, the Maximum Total Benefit and the Limitations and Exclusions.

If You are Totally Disabled after the Elimination Period for only part of a Month, We will reimburse the Policy Owner for 1/30th of the Monthly Expense Benefit for each day You remain Totally Disabled.

5.03 Partial Disability BOE Benefit

If You are a Key Person and You are Partially Disabled after the Elimination Period, We will, upon submission of original receipts or other proof satisfactory to Us, reimburse the Policy Owner for 50% of the Monthly Expense Benefit for each Month that You remain Partially Disabled, for up to a maximum of 3 Months. The payment of this Partial Disability BOE Benefit is also subject to the Maximum Benefit Period, the Maximum Total Benefit and the Limitations and Exclusions.

If You are Partially Disabled after the Elimination Period for only part of a Month, We will reimburse the Policy Owner for 1/30th of the Monthly Expense Benefit for each day You remain Partially Disabled.

5.04 Recurrent Disability

If, after a period of Disability for which We paid Business Overhead Expense Benefits, You become Disabled again within 6 Months from the same or a related medical cause, We will recommence paying a Business Overhead Expense Benefit from the first day of the recurrence of Your Disability. We will consider this Disability to be a continuation of the previous period of Disability in determining the Maximum Benefit Period and Maximum Total Benefit.

A Business Overhead Expense Benefit will be payable from the first day of such subsequent Disability. Each period of Disability separated by six Months or more will be considered as a separate Disability, even if such Disabilities are due to the same or related causes.

5.05 Concurrent Disability

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

5.06 Limitations and Exclusions

The Business Overhead Expense Benefit is only payable if You are the Key Person of the business and You are responsible for the Business Overhead Expenses. If You do not advise us that You are no longer responsible for the Business Overhead Expenses, We may continue to accept premium. If that happens, the Business Overhead Expense Benefit will be limited to the return of premium accepted for this benefit after You were no longer responsible for the Business Overhead Expenses. If Your Policy provides benefits other than the Business Overhead Expense Benefit, the Policy will remain in effect, but the Business Overhead Expense Benefit will be cancelled. If Your Policy provides only the Business Overhead Expense Benefit, Your Policy will be cancelled.

Also see Part 6 for the other Exclusions and Limitations applicable to benefits under this Section.

Part 6 Exclusions and Limitations

(APPLIES TO PARTS 1-5 AND PART 11 THE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE RIDER)

IMPORTANT – PLEASE REVIEW CAREFULLY

EXCLUSIONS

6.01 Sickness Exclusion – Parts 4 and 11

We will not pay or provide benefits under Part 4 (Accident Medical Emergency Reimbursement Benefit) or Part 11 (Accidental Death and Dismemberment Rider) for any loss that results, directly or indirectly, from any disease or sickness (including any medical or surgical treatment thereof). However, this exclusion does not apply to a loss covered by this Policy that results directly from a septic infection introduced through a wound Accidentally sustained.

6.02 Sickness Exclusion – Parts 3 and 4

If You or the Policy Owner have not purchased coverage for Disability due to Illness under Part 3 (Loss of Income Benefit) or under Part 5 (Business Overhead Expense Benefit), We will not pay or provide benefits under that Part, or waive premiums for any period of Disability that results, directly or indirectly, from any disease or sickness (including any medical or surgical treatment thereof). However, this exclusion does not apply to a period of Disability that results directly from a septic infection introduced through a wound Accidentally sustained.

6.03 General Exclusions – All Parts

The following exclusions apply to all claims for all benefits under this Policy:

- a) We will not pay or provide benefits nor waive any premiums under this Policy or any Rider for any period of Disability or any other loss covered by this Policy or Rider, that results, directly or indirectly, from any Injury that occurs while You are:
 - i. traveling or flying in (including the descent from) any kind of aircraft, other than as a fare paying passenger in a certified passenger aircraft provided by a commercial airline on a regular scheduled or non-scheduled special or chartered flight, operated by a properly certified pilot, flying between duly established and maintained commercial airports;
 - ii. participating, in any type of professional athletics activity or international athletic competition;
 - iii. participating, in any type of professional underwater activities, including scuba diving and underwater salvage or welding repair or maintenance;
 - iv. engaging in any of the following activities: mountaineering, indoor or outdoor rock climbing, caving, parachuting, sky diving, hang gliding, bungee jumping, racing (for example, but not limited to automobile, motorcycle, or horse) or racing of any water device (e.g. seadoo);
 - v. operating a Vehicle while under the influence of any drugs (other than as prescribed and taken in accordance with the instructions of a physician), or while Your blood alcohol level is greater than 80 milligrams per 100 milligrams of blood (0.08); or
 - vi. incarcerated.
- b) We will not pay or provide benefits nor waive any premiums under this Policy or Rider for any period of Disability or any other loss covered by this Policy, that results, directly or indirectly, from:
 - i. intentionally self-inflicted harm, or attempted suicide, including inhaling gas or absorbing fumes, whether You are sane or insane;
 - ii. any Injury that occurs while You are committing or attempting to commit a criminal offence, under the laws in the jurisdiction where the offence took place;
 - iii. the use of any drug, poisonous substance, intoxicant or narcotic, other than as prescribed by and taken in accordance with the instruction of a Physician;
 - iv. engaging in an illegal occupation, a riot or insurrection or any form of public disturbance or an act of declared or undeclared war;
 - v. normal pregnancy and childbirth; however, Disability due to complications of pregnancy that are life threatening to the mother or fetus will be covered for the term the complications alone directly cause Disability or loss to the mother. These complications include but are not limited to Toxemia, Pernicious vomiting, Postpartum hemorrhage, and Extra-uterine pregnancy;

- vi. any type of opportunistic infection or sickness if You had Acquired Immune Deficiency Syndrome (AIDS) and/or had tested positive for Human Immunodeficiency Virus (HIV or any subtypes) or had symptoms of the above which were diagnosed or Manifested themselves prior to the applicable Effective Date;
- vii. any subjective condition, including, but not limited to, chronic fatigue syndrome, chronic pain syndrome, fibromyalgia, Epstein Barr syndrome, fibrositis, environmental illness, multiple chemical sensitivity or any other syndrome of condition characterized predominantly by symptoms that cannot be confirmed with objective medical tests;
- viii. any psychiatric, psychological, emotional, behavioural or nervous disorder, including but not limited to, depression, anxiety, stress, or burnout, or any disorder related to substance abuse or dependency;
- ix. service in the armed forces, the reserves, or any other military organization.

6.04 Exclusions for Named Exclusions

We will not pay or provide benefits, nor will we waive any premiums under this Policy or Rider for any period of Disability or any other loss covered by this Policy, which result, directly or indirectly, from conditions We have excluded by name or specific description in an endorsement or amendment to this Policy.

6.05 Incarceration

We will not pay or provide benefits, nor will we waive any premiums under this Policy or Rider for any period of Disability during which You are incarcerated.

6.06 Territorial Exclusions and Limitations

a) Illness and Injury that are Not Covered

We will not pay or provide benefits under this Policy, nor will we waive any premiums, for any period of Disability or any other loss covered by this Policy that results, directly or indirectly, from an Injury that occurs, or an Illness which begins, while You have been traveling or residing for more than 60 days outside of Canada, the United States of America, the United Kingdom or Australia.

b) Suspension of Benefits and Premium Waiver

We will not pay or provide Loss of Income Benefits or Business Overhead Expense Benefits under this Policy, nor will we waive any premiums, for any period of Disability during which You are traveling or residing outside of Canada, the United States of America, the United Kingdom or Australia.

LIMITATIONS

6.07 Back and neck Injuries

Benefits for back and neck Injuries will be considered for payment only where substantiated by diagnostic medical tests. Benefits for Soft Tissue Injuries of the back, neck and surrounding tissues will be limited as described in the Soft Tissue Injuries Limitation below.

6.08 Degenerative Disc Disease

Degenerative disc disease is deemed to be a disease or sickness for the purposes of the sickness exclusion in section 6.02. If Illness Coverage was purchased, benefits for any period of Disability that results, directly or indirectly, from degenerative disc disease will be limited to 20 days per period of Disability up to a Policy lifetime maximum of 120 days.

6.09 Soft Tissue Injuries

If any portion of any period of Disability results, directly or indirectly, from a Soft Tissue Injury, benefits will be limited as follows:

- a) If Your Occupational Class as shown on the Policy Schedule is Class "5" or "6", benefits are limited to 20 days for each period of Disability.
- b) If Your Occupational Class as shown on the Policy Schedule is Class "4", benefits are limited to 40 days for each period of Disability.
- c) If Your Occupation Class as shown on the Policy Schedule is Class "3", benefits are limited to 60 days for each period of Disability.

When You have received payments for a total of 180 days for all such periods of Disability, no further benefits will be payable for any other periods of Disability resulting, directly or indirectly, from Soft Tissue Injuries.

If Your Occupational Class as shown on the Policy Schedule is "1" or Class "2", benefits for Disability that results, directly or indirectly, from a Soft Tissue Injury are not limited for each period of Disability. However, when You have received payments for a cumulative total of 36 Months for all such periods of Disabilities, no further benefits will be payable for Soft Tissue Injuries.

6.10 Unemployment / Minimal Work

If You sustain an Injury or first Manifest an Illness during any period that You have been Unemployed for more than 60 days, Regular Occupation shall be deemed to mean Reasonable Occupation.

If You become Disabled due to Illness during any period that You have been Unemployed for more than 60 days, the Maximum Benefit Period for Total Disability under the Loss of Income Illness Coverage will be 60 Months.

6.11 Leave of Absence

If You sustained an Injury or first Manifested an Illness while on a Leave of Absence, Regular Occupation shall be deemed to mean Reasonable Occupation until Your scheduled return to work date. Thereafter, Regular Occupation shall be deemed to mean the occupation that You were actively involved in for compensation just prior to Your Leave of Absence. However, Regular Occupation shall continue to mean Reasonable Occupation if the Leave of Absence was not established and documented before You sustained such Injury or first Manifested such Illness.

Specimen

Part 7 General Provisions

- 7.01 Policy Owner.** The Policy Owner is the individual named in the Policy Schedule. All rights and privileges under this Policy belong to the Owner. However, if You and the Policy Owner are not the same person, We will pay all benefits to You unless the Policy indicates otherwise, and You will be entitled to designate a beneficiary under the Accidental Death and Dismemberment Insurance Rider, if purchased.
- 7.02 Changes.** The Policy Owner may request changes to this Policy. These requests must be submitted to Us in writing. Any such change may be subject to payment of a service fee as well as the submission of other requirements, which We may deem necessary to approve the change.
- 7.03 Proof of Claim.** If You are making or continuing a claim for a benefit, You will have to provide proof of Your claim by:

- a) Fully completing all claim forms that We ask You to complete;
- b) Providing any information that We determine to be relevant to Your claim (including information about Your health, income and activities);
- c) Authorizing Us to obtain information from other sources that We determine to be relevant to Your claim (including information from Your present and past Physicians and Health Care Practitioners);
- d) Being interviewed by one of Our representatives by telephone or in person (if We ask You to); and
- e) Attending and participating in any examinations or assessments by any Physician or Health Care Practitioner that We may choose.

During a claim, We may ask You to provide updated proof in one or more of the ways described above. If We do, You must provide the requested documents or information within thirty (30) days. If it is impossible to provide the requested proof within thirty (30) days, You must provide it as soon as reasonably possible. If You do not provide the documents or information that We ask for within the time required, We can stop paying the benefit.

These requirements for proof of claim will continue even if there has been a breach of the terms of Your Policy.

- 7.04 Incontestability.** If You made inaccurate statements when You applied for a coverage under this Policy (or when You applied to reinstate a coverage under this Policy), We may use these statements to contest the validity of that coverage. Once a coverage under Your Policy has been in force for two years from its applicable Effective Date (or for two years from its latest date of reinstatement), We will not use these statements to contest the validity of Your coverage unless You submit a claim for Loss of Income Benefits or Business Overhead Expense Benefits that is due to Your Disability that began before the end of that two year period. However, if You made these statements fraudulently, We may use these statements to contest the validity of Your Policy at any time.
- 7.05 Policy Years and Anniversaries.** Policy Years and Policy Anniversaries shall be computed from the applicable Effective Date.
- 7.06 Currency.** Any amounts payable under this Policy, either to or by Us, shall be in Canadian funds.
- 7.07 Age.** In this Policy when We refer to Your age on any date, We mean Your age on Your last birthday.
- 7.08 Misstatement of Age.** If you understated Your age when You applied for this Policy, We will reduce the amount of any benefit to the amount that the premiums You paid would have purchased at Your true age. If You understated Your age when You applied for this Policy and We accepted premiums for a period or periods beyond the date Your coverage would have ended based on Your true age, Our liability will be limited to refunding the premiums You paid after the date Your coverage would have ended. If You understated Your age when You applied for this Policy and You would not have been eligible for a coverage at Your true age, Our liability will be limited to refunding any premiums You paid.
- If You overstated Your age when You applied for this Policy, We will refund the amount that You overpaid for any benefit that You purchased, and We will provide You with a corrected Policy Schedule showing the revised premiums.
- 7.09 Non-participating.** This Policy does not participate in Our profits or surplus.
- 7.10 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 or other applicable legislation, or the time periods set out below, whichever is later.

A legal action for Loss of Income Benefits or Business Overhead Expense Benefits may not be commenced:

- a) more than 2 years after the date that the first benefit became due, if We did not pay any benefits; or

- b) more than 2 years after the date the next benefit would have become due, if We began paying benefits and then stopped.

A legal action for money payable for Your loss of life must be commenced not later than the earlier of:

- a) 2 years after proof of claim has been provided; or
- b) 6 years after the date of Your death.

A legal action for money payable for any other loss or claim may not be commenced:

- a) less than 60 days after the date that the money became payable or would have become payable if it had been a valid claim; or
- b) more than 2 years after the date that the money became payable or would have become payable if it had been a valid claim.

7.11 Conformity with Law. This Policy is subject to all applicable laws of Canada or any of its provinces or territories.

Specimen

Part 8 Termination Provisions

- 8.01 Termination by Policy Owner.** The Policy Owner may terminate this Policy and/or Rider(s) by giving advance written notice of termination to Us. After We receive this notice, the coverage provided by this Policy will continue until the next Monthly Processing Date and then terminate. If the Frequency of Premium Payment under this Policy is annual, We will refund the unused portion of the Annual Premium.
- 8.02 Termination of Coverage.** Your coverage under this Policy terminates on the earliest of the following dates:
- a) the Monthly Processing Date following the date We receive written notice from the Policy Owner to terminate this Policy as described in 8.01;
 - b) the date the Grace Period expires as described in 9.05;
 - c) the date of Your death; or
 - d) the Monthly Processing Date following Your 75th birthday for Loss of Income-Injury coverage and Business Overhead Expense-Injury coverage;
 - e) the Monthly Processing Date following Your 70th birthday for Loss of Income-Illness coverage, Business Overhead Expense-Illness coverage, and the Accidental Death and Dismemberment Rider, if applicable.

Specimen

Part 9 Premium Provisions

9.01 Premiums Payable. Each Monthly Premium or Annual Premium, as shown on the Policy Schedule, must be paid on or before its due date. If any cheque, pre-authorized debit, or other instrument given for payment is not honored, the premium will be considered unpaid. Premiums must continue to be paid while You are receiving benefits under this Policy unless and until We have notified the Policy Owner that We have approved a waiver under the Waiver of Premium provision.

9.02 Change in Premium. We reserve the right to change the premium from time to time for policies, including this one, in any Class Grouping. If We find it necessary to change the premium for a Class Grouping, We will give at least 31 days prior written notice to the Policy Owner at the most recent address as shown on Our records. The written notice will state the new premium amount and the effective date of the change.

9.03 Premium mode. Premiums are due and payable on the Monthly Processing Date unless the Policy Schedule shows the Frequency of Premium Payment to be annual. If the Policy Schedule shows the Frequency of Premium Payment to be annual, premiums are due and payable on each anniversary of the Policy Date.

9.04 Additional Fees. We may charge the Policy Owner a fee for service for any payment transaction which is denied for reason of non-sufficient funds (NSF) in accordance with Our then-current fee schedule. We will notify the Policy Owner of the fee and its due date. Failure to pay the fees as requested will be deemed to be a non-payment of premium.

9.05 Grace Period. We will allow a grace period of 31 days beyond the last premium due date. If any premium or additional fees are not fully paid by the end of this grace period, this Policy will automatically lapse (end). There will be no grace period if the Policy Owner has already given Us notice to terminate this Policy. If a period of Disability starts during the grace period, the overdue premium must be paid before a claim is approved.

9.06 Reinstatement. If this Policy lapses, it may be reinstated without evidence of Your insurability if We receive full payment for the premium and additional fees within 60 days of the missed premium due date.

If We receive full payment for the premium and additional fees more than 60 days but less than 180 days after the missed premium due date, or if the Policy Owner previously instructed us to cancel the Policy, this Policy may be reinstated if:

- a) You submit evidence of Your insurability on Our reinstatement application from; and
- b) We approve the application for reinstatement.

The reinstated Policy will only cover Disability or loss that results from an Injury sustained after the date of reinstatement. If the Policy provided Illness coverage, the reinstated Policy will only cover Disability for an Illness which starts more than 10 days after the date of reinstatement. In all other respects, the Policy Owner's rights and Our rights will remain the same as before the Policy lapsed, subject to any provisions noted on or attached to the reinstated Policy.

We will not reinstate this Policy, on any conditions, if We do not receive full payment for the premium and additional fees within 180 days of the missed premium due date.

9.07 Waiver of Premium. After You have been Totally Disabled for 30 continuous days or the length of the Elimination Period, whichever is longer, We will waive any premiums that becomes due while You remain Totally Disabled. We will continue to waive the premiums until the earliest of:

- a) the date You cease to be Totally Disabled;
- b) the end of the Maximum Benefit Period for which Total Disability Benefits are payable;
- c) Your 75th birthday for Loss of Income-Injury coverage and Business Overhead Expense-Injury coverage;
- d) Your 70th birthday for Loss of Income-Illness coverage, Business Overhead Expense-Illness coverage, and Accidental Death and Dismemberment Rider;
- e) the last day of the Benefit Period as shown on the Policy Schedule.

Premiums must be paid when due, until We specifically approve a claim for waiver of premium under this Policy. We will not approve a claim for waiver of premium if an exclusion in this Policy applies to Your claim for Total Disability benefits.

Part 10 Statutory Conditions

IT IS A LEGAL REQUIREMENT THAT THESE CONDITIONS BE REPRODUCED IN THIS POLICY IN THE FOLLOWING FORM. IN THESE STATUTORY CONDITIONS "LOSS" MEANS A BENEFIT FOR WHICH A CLAIM IS MADE UNDER THIS POLICY.

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

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 and signed by the insurer.

Copy of Application. The insurer 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 or person insured at the time of application for the contract may be used in defense of a claim under or to avoid the contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

Notice and Proof of Claim.

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

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

Rights of Examination. As a condition precedent to recovery of insurance monies under this contract:

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

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

When Monies Payable other than For Loss of Time. All monies payable under this contract other than benefits for loss of time must be paid by the insurer within 60 days after it has received proof of claim.

Specimen

Part 11 Accidental Death and Dismemberment Insurance Rider

THERE IS NO COVERAGE UNDER THIS RIDER, UNLESS PREMIUM HAS BEEN PAID FOR IT AND IT IS SHOWN ON THE POLICY SCHEDULE.

All of the Words and Phrases used in the Policy and all the Exclusions, Limitations and other provisions of the Policy apply to this Rider unless amended by this Rider.

11.01 Definitions Of Terms Used In This Rider

Activities of Daily Living are:

- a) Bathing
- b) Dressing
- c) Eating
- d) Maintaining Continence
- e) Toileting
- f) Transferring

Beneficiary means the person or persons designated by You to receive the benefit payable for loss of life under this Accidental Death and Dismemberment insurance.

Benefit Schedule means the Benefit Schedule shown in this Rider.

Child means Your child or Your Spouse's child, including any stepchild, adopted child or foster child who is unmarried and dependent on You for financial support and who is:

- a) at least fifteen (15) days of age and less than eighteen (18) years of age; or
- b) over eighteen (18) years of age but less than twenty-five (25) years of age if a full-time student attending an institution for higher learning; or
- c) incapable of supporting himself or herself because of a mental or physical handicap, subject to proof of his or her condition and dependence.

Day Care Centre means a facility that is operated in accordance with laws and regulations applicable to day care facilities and which provides care and supervision for children in a group setting on a regular basis. Day Care Centre will not include a hospital, the Child's home, care provided during normal school hours while a Child is attending school, or any other day care facility which does not charge a fee for services rendered.

Loss means

- a) with respect to hand or foot, the actual severance through or above the wrist or ankle joint;
- b) with respect to arm or leg, the actual severance through or above the elbow or knee joint;
- c) with respect to eye, the total and irrecoverable loss of sight;
- d) with respect to speech, the total and irrecoverable loss of speech which does not allow audible communication in any degree;
- e) with respect to hearing, the total and irrecoverable loss of hearing which cannot be corrected by any hearing aid or device;
- f) with respect to "Loss of Thumb and Index finger of One Hand" or "Loss of Four Fingers of One Hand", the actual severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand);
- g) with respect to "Loss of All Toes of One Foot", the actual severance through or above the metatarsophalangeal joints (the joints between the toes and the foot) of the same foot; and
- h) with respect to quadriplegia (paralysis of both upper and lower limbs), paraplegia (paralysis of both lower limbs), and hemiplegia (total paralysis of upper and lower limbs of one side of the body), the complete and irrecoverable paralysis of such limbs, provided such loss of function is continuous for twelve consecutive Months and such loss of function is thereafter determined on evidence satisfactory to Us to be permanent.

Loss of Use means the total and irrecoverable loss of function of an arm, hand, foot, leg, thumb, fingers and toes provided such loss of function is continuous for twelve consecutive Months and such loss of function is thereafter determined on evidence satisfactory to Us to be permanent.

Principal Sum means the amount of insurance for which You are covered under the Accidental Death and Dismemberment Rider, if shown on the Policy Schedule.

Spouse means a person who is either:

- a) legally married to You; or
- b) a person who has been living with You for at least twelve (12) Months and who is publicly represented as Your spouse.

If You are legally married but are cohabiting with another individual as described under b) above, You may elect in writing which one of the individuals will qualify as a Spouse under this Policy. This election must be filed in writing with Us. We will not be bound by an election not filed before the event insured against occurs. If an election is not filed, the Spouse will be the individual to whom You are legally married.

BENEFIT PROVISIONS

- 11.02** If, as a direct result of an Accidental Injury and within three hundred and sixty-five (365) days after the date of such Accidental Injury, You suffer any of the Losses specified in the Benefit Schedule, We will pay the percentage of the Principal Sum set opposite such Loss in the Benefit Schedule. The amount of the Principal Sum is stated on the Policy Schedule.

Benefit Schedule

Loss of Life.....	The Principal Sum
Permanent Loss of two activities of Daily Living.....	The Principal Sum
Loss of Both Hands or Both Feet.....	The Principal Sum
Loss of Use of Both Hands or Both Feet.....	The Principal Sum
Loss of Entire Sight of Both Eyes.....	The Principal Sum
Loss of One Hand and One Foot.....	The Principal Sum
Loss of Use of One Hand and One Foot.....	The Principal Sum
Loss of One Hand and Entire Sight One Eye.....	The Principal Sum
Loss of One Foot and Entire Sight of One Eye.....	The Principal Sum
Loss of Speech and Hearing in Both Ears.....	The Principal Sum
Quadriplegia.....	The Principal Sum
Paraplegia.....	The Principal Sum
Hemiplegia.....	The Principal Sum
Loss of One Arm or One Leg.....	Three-Quarters of The Principal Sum
Loss of Use of One Arm or One Leg.....	Three-Quarters of The Principal Sum
Loss of One Hand or One Foot.....	Three-Quarters of The Principal Sum
Loss of Entire Sight of One Eye.....	Three-Quarters of The Principal Sum
Loss of Speech or Hearing in Both Ears.....	Two-Thirds of The Principal Sum
Loss of Thumb and Index Finger of One Hand.....	One-Third of The Principal Sum
Loss of Use of Thumb and Index Finger of One Hand.....	One-Third of The Principal Sum
Loss of Four Fingers of Either Hand.....	One-Third of The Principal Sum
Loss of Use of Four Fingers of Either Hand.....	One-Third of The Principal Sum
Loss of Hearing in One Ear.....	One-Third of The Principal Sum
Loss of All Toes of One Foot.....	One-Quarter of The Principal Sum
Loss of Use of All Toes of One Foot.....	One-Quarter of The Principal Sum

If You suffer more than one of the Losses in the Benefit Schedule as a result of the same Accidental Injury, We will pay only the benefit for the Loss providing the largest portion of the Principal Sum.

11.03 Exposure and Disappearance

Loss resulting from unavoidable exposure to the elements will be treated like those resulting from any other Accidental Injury. If Your body has not been found within one year of the disappearance, stranding, sinking or wrecking of the conveyance in which You were riding at the time of the Accident, We will presume, subject to all other conditions of the Policy, that You suffered Loss of Life resulting from Injuries sustained in the Accident and covered under this Policy.

11.04 Payment of Loss of Life Benefit and Beneficiary Designation

If the Loss of Life benefit is payable, We will pay it to Your estate, unless You filed a beneficiary designation with Us. You may change Your beneficiary designation by written request. Any beneficiary designation will not be effective until has been recorded at Our office.

SUPPLEMENTARY BENEFITS

11.05 Education Benefit

In the event of Your death which results in benefits being payable for Loss of Life in accordance with the Benefit

Schedule and the terms of this Rider, We will pay the Education Benefit stated below for each Child who is enrolled as a full-time student:

- a) in an institution for higher learning; or
- b) at the secondary school level but who enrolls as a full-time student in an institution for higher learning within three hundred and sixty-five (365) days after the date of Your death.

The Education Benefit is five percent (5%) of Your Principal Sum, up to a maximum of five thousand dollars (\$5,000), for each year that We receive satisfactory proof that the Child is enrolled as a full-time student in an institution for higher learning. For each Child described above, the education benefit is payable once yearly, but will not be payable for more than four (4) years, which must run consecutively.

11.06 Day Care Benefit

In the event of Your death which results in benefits being payable for Loss of Life in accordance with the Benefit Schedule and the terms of this Rider, We will pay the Day Care Benefit stated below for each Child, under thirteen (13) years of age, who:

- a) is enrolled in a Day Care Centre on the date of such loss; or
- b) will enroll in a Day Care Centre within ninety (90) days after the date of Your death.

The Day Care Benefit reimburses actual costs paid to a Day Care Centre, subject to a maximum of five percent (5%) of Your Principal Sum or five thousand dollars (\$5,000), whichever is less. The reimbursement will be paid each year upon receipt of satisfactory proof that the Child is enrolled in a Day Care Centre but will not be made for expenses incurred prior to Your death. For each Child described above, the Day Care Benefit will not be payable for more than four (4) years, which must run consecutively.

11.07 Home Alteration and/or Vehicle Modification Benefit

In the event You sustain the Loss of or Loss of Use of both feet or both legs or You suffer Quadriplegia, Paraplegia or Hemiplegia, which results in benefits being payable in accordance with the Benefit Schedule and the terms of this Rider, and You subsequently require the daily use of a wheelchair to be ambulatory, We will reimburse You for the reasonable and necessary expenses You incurred for:

- a) the cost of alterations to Your principal residence by a person or persons experienced in such alterations and recommended by a recognized organization, providing support and assistance to wheelchair users; and/or
- b) the cost of modifications to one motor vehicle utilized by You, when such modifications are carried out by a person or persons experienced in such modifications and the modifications are approved by licensing authorities where required, for the purpose of making the motor vehicle wheelchair accessible.

Our reimbursement to You for the total of all expenses You incurred will not exceed a combined maximum of ten thousand dollars (\$10,000) for both items a) and b) above.

11.08 Rehabilitation Benefit

If You suffer a Loss for which a benefit is payable in accordance with the Benefit Schedule and the terms of this Rider, and as a result of this Loss You are required to participate in a rehabilitation program in order to be qualified to engage in an occupation in which You would not have engaged except for such Loss, We will reimburse You for the reasonable and necessary rehabilitation expenses You actually incurred within two (2) years from the date of the Accidental Injury. Our reimbursement to You for the total of all expenses You incurred will not exceed ten thousand dollars (\$10,000), and the rehabilitation program must be approved by Us before You incur the expenses.

11.09 Spousal Occupational Training Benefit

In the event of Your death which results in benefits being payable for Loss of Life in accordance with the Benefit Schedule and the terms of this Rider, We will pay the reasonable and necessary expenses actually incurred, within three (3) years from the date of such loss, by Your Spouse for a formal occupational training program designed to qualify Your Spouse for active employment in an occupation for which the Spouse did not otherwise have sufficient qualifications. Our reimbursement for the total of all expenses incurred will not exceed ten thousand dollars (\$10,000) and will not be made for room, board or other ordinary living, travelling or clothing expenses.

In order to qualify for this benefit, Your Spouse must:

- a) not be employed in a full-time occupation on the date of Your death;
- b) obtain Our approval for the program prior to incurring the expense;
- c) enroll as a full-time student in an institution for higher learning or a school for vocational training for the purpose of preparing for full-time employment; and
- d) be under age seventy (70).

11.10 Repatriation Benefit

In the event of Your death which results in benefits being payable for Loss of Life in accordance with the Benefit Schedule and the terms of this Rider, and Your death occurs more than fifty (50) kilometres from Your normal place of residence, We will reimburse the reasonable and customary expenses actually incurred for the transportation of Your body to the first resting place (including but not limited to a funeral home or the place of interment) in proximity to Your normal place of residence, including charges for the preparation of Your body for such transportation, not to exceed in the aggregate the amount of ten thousand dollars (\$10,000) for all such expenses.

ACCIDENTAL MEDICAL EXPENSE REIMBURSEMENT BENEFIT

THERE IS NO COVERAGE FOR THIS BENEFIT UNDER THIS RIDER, UNLESS PREMIUMS HAVE BEEN PAID FOR IT AND IT IS SHOWN ON THE POLICY SCHEDULE.

11.11 Accidental Medical Expense Reimbursement Benefit

If You incur medical expenses because of an Accidental Injury and You provide Us with proof of payment for the expenses, We will reimburse You for the reasonable and customary amounts of those expenses of up to an overall Policy Maximum of \$100,000. We will reimburse the reasonable and customary charges up to the following limits:

- a) Necessary care and services from a hospital, including x-rays, laboratory tests, and medication prescribed by a physician;
- b) Semi-private accommodation in a hospital limited to \$200 per day up to a maximum of \$10,000 per Accident;
- c) Diagnostic x-rays and laboratory tests ordered by a chiropractor, osteopath, chiropodist or podiatrist. One x-ray per practitioner per Accident and \$250 maximum per Accident;
- d) Services from a licensed graduate nurse (arms length relationship), when recommended by a physician up to a maximum of \$15,000 per Accident;
- e) Ambulance fees to a maximum of \$5,000 per Accident;
- f) On recommendation of a physician, services of a qualified physiotherapist, osteopath, chiropractor, chiropodist or podiatrist, speech therapist, psychologist, or massage therapist. Maximum \$50 per treatment and maximum \$5,000 per practitioner type per Accident;
- g) On recommendation of a physician, rental of a wheel chair or other approved durable equipment for temporary therapeutic treatment, not to exceed the purchase price of the equipment; purchase of hearing aids, crutches, trusses, braces, casts and splints, but not including cost of replacements;
- h) Orthopaedic appliances up to a maximum \$5,000 per Accident;
- i) Prescription drugs or medicines dispensed by a licensed pharmacist which requires the prescription of a Physician or legally qualified dentist up to a maximum of \$10,000 per Accident. The maximum amount for any single purchase is limited to the cost of any eligible drugs or drug supplies that can reasonably be used in a three Month period;
- j) Services by a qualified dentist for dental treatment to natural teeth or replacement of natural teeth up to a maximum of \$10,000 per Accident.

11.12 Limitations

Benefits are subject to the following limitations:

- a) Expenses covered by any governmental health insurance plan in Your province or territory of residence will not be covered.
- b) Expenses must be solely and directly as a result of an Accident and the first such expense must be incurred within 30 days of the Accident. All other expenses must occur within 365 days of the Accident.

11.13 Exclusions

All of the Exclusions set out in Part 6 of the Policy apply to this Rider.

The benefits payable under this Rider are also subject to the following Exclusions:

- a) No benefit will be payable under this Rider for any loss that results, directly or indirectly, from any disease or sickness (including any medical or surgical treatment thereof). However, this exclusion does not apply to any Loss that results directly from a septic infection that invades Your body through a wound sustained by Accidental Injury.
- b) No benefit will be payable under this Rider for any loss that results, directly or indirectly, from an Accidental Injury that is sustained while You are travelling or residing for more than thirty one (31) days outside of Canada, the United States of America or the United Kingdom.

11.14 Rights of Subrogation

We have the right to proceed at Our own expense in Your name against third parties who may be responsible for giving rise to a claim for medical expenses under this Rider or who may be responsible for providing indemnity or benefits similar to this insurance. We have full rights of subrogation. You will co-operate fully with Us and not do anything to prejudice these rights. If You institute a demand or action for a covered expense, You shall immediately notify Us so that We may safeguard Our rights.

11.15 Excess Insurance

The insurance coverage provided under this Rider is excess to the insurance provided by any other source, including coverage associated with any employee group insurance plan, travel insurance policy, credit card, or automobile insurance policy or plan. We will pay eligible expenses only in excess of those covered by that other insurance, whether collectable or not.

TERMINATION PROVISIONS

All Termination Provisions set out in Part 8 of the Policy apply to this Rider.

Specimen

Provincial amendments

This policy contract is amended by adding the following provisions:

Limitation of Actions:

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of Alberta and British Columbia), The Insurance Act (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), or in other applicable legislation in your province of residence. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code.

Beneficiary restriction:

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

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

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