



RBC Life Insurance Company has issued the Policy to you 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 Person Insured unless otherwise assigned. The Person Insured must do all that can be reasonably expected to mitigate any loss.

Insured

Policy Number

Date of Issue

Owner

GUARANTEED RENEWABLE TO YOUR 65TH BIRTHDAY; PREMIUMS ARE SUBJECT TO CHANGE. You can continue this Policy to the policy anniversary that coincides with, or follows, the Person Insured's 65th birthday by paying premiums on time (as indicated in the Policy Summary. Premiums are subject to change from time to time for the Person Insured's rating group. **SUBJECT TO CHANGE, BUT ONLY IN CERTAIN CIRCUMSTANCES.**

CONDITIONAL RIGHT TO RENEW AFTER THE PERSON INSURED'S 65TH BIRTHDAY; PREMIUMS ARE SUBJECT TO CHANGE BY CLASS. After the Person Insured's 65th birthday, you can continue the Policy while the Person Insured is regularly working full-time in an insurable occupation. There is no age limit. You must pay premiums on time at our rates in effect at the time for persons of the Person Insured's rating group. This option is explained on page 3 & 4 of the Policy.

RIGHT TO EXAMINE THE POLICY. If you are not satisfied with the Policy, you 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 head office. If you do so within 10 days after receiving the Policy, we will refund any premium that has been paid.

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 the Person Insured's 65th Birthday	1
Right to Examine the Policy	1
Policy Summary	2
Bridge Series Income Protection.....	4
Policy Definitions	6
Disability Benefits	8
Disability Benefits Limitations.....	12
Disability Benefits Exclusions.....	14
Premiums and Reinstatement under this Policy	15
General Terms of this Policy.....	16
Statutory Conditions	18
Provincial amendments.....	20

Specimen

Any added provisions are attached at the back of the Policy



Bridge Series Income Protection 04-05

RBC Life Insurance Company agrees to make monthly payments to you during *disabilities* caused solely by covered accidental injuries or covered sicknesses. Riders attached to this document will describe any optional benefits that are also part of this policy. These agreements by RBC Life Insurance Company are:

1. in return for your payment of the applicable premiums;
2. in reliance upon the statements in your application(s); and
3. subject to all of the terms of this policy.

This policy consists of:

1. this document (including the Policy Summary and any attached riders);
2. your application for insurance; and
3. any amendments to this policy or your original application for insurance that you and RBC Life Insurance Company have agreed to in writing.

In this policy, “we,” “our” and “us” mean RBC Life Insurance Company. “You” and “your” mean the policyowner named in the Policy Summary. “Person insured” means the Person Insured named in the Policy Summary.

Words that appear in *italics* also have particular meanings and are specifically defined in this policy.

Guaranteed renewable to age 65

Subject to the payment of premiums as they fall due, and subject to the terms of any rider, we cannot cancel or decline to renew this policy prior to the *expiry date*.

Our qualified right to change your premiums

We can, in our discretion, increase or decrease from time to time the premiums required from you under this policy. 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. Also, we cannot increase your premiums for this policy more than once in any twelve month period. We will give at least 31 days’ written notice of any premium increase.

The qualified right to renew after age 65 for life

1. Unless you renew it then, this policy cancels automatically on the *expiry date*. To the extent that this policy has not already terminated or been cancelled, you can apply annually to renew it for a one-year term on *policy anniversaries* that follow, or coincide with, the *expiry date*.
2. To renew the policy:

- a) you must apply to renew it within 31 days of the *policy anniversary* on which it otherwise cancels;
 - b) the Person Insured must have been regularly working full-time (at least 30 hours per week and 35 weeks per year) in what was then an *insurable occupation*, both at the time of the relevant *policy anniversary* and when you apply to renew the policy.
 - c) the Person Insured must have been able, at the time of the relevant *policy anniversary*, to perform all of the duties of his or her *regular occupation* for his or her regular hours of work; and
 - d) you must pay premiums based on the Person Insured's age, and our prevailing rates, at the time of the renewal.
3. A renewal does not take effect unless you pay the first premium for it by the later of:
- a) 31 days after the *policy anniversary* on which the policy otherwise would have cancelled; and
 - b) 31 days after we send you written notice of the premium for the renewal.
4. No *benefits* are payable for any types of claims under this policy where the *injury*, the *sickness*, the *starting date of the disability*, or another event giving rise to a claim, is, occurs or commences between:
- a) the *policy anniversary* on which the policy otherwise would have cancelled; and
 - b) the date you applied for a renewal.
5. After a renewal, the *maximum benefit period* cannot exceed 24 months.
6. Any riders that form part of this policy cannot be renewed on or after the *expiry date*, except as may be expressly stated in such riders.

Your 10 -day right of review

You have the right to cancel this policy by providing us written notice of immediate cancellation, and returning the policy to us, within 10 days of the date the policy is delivered to you. If you do so, we will refund all premiums that you have already paid.

When this policy takes effect

1. This policy does not take effect until the Policy Date stated in the Policy Summary. However, it may not take effect on that date, or at all, if there was a *change of insurability* between the date you submitted your application and the earlier of the following dates:
 - a) the date this policy was delivered to you; and
 - b) the date any conditional insurance that you obtained when you applied for this policy took effect.
2. If there was a *change of insurability* during that time, then this policy does not take effect on the Policy Date, or at all, unless:
 - a) prior to the date it is delivered, you and/or the Person Insured gave us written notice of the *change of insurability*; and
 - b) after that notice, we still gave written approval for the policy to be delivered to you.

POLICY DEFINITIONS

This section defines some of the terms used in this policy. Some other terms are defined in boxed text elsewhere in the policy. Riders may also define terms that apply specifically to them.

Accident or accidental means a sudden and unexpected event arising from an external force over which you and the Person Insured had no control.

Appropriate treatment means all health care that *physicians* with a relevant speciality would generally consider effective for a condition causing or contributing to *disability*. The *health care practitioners* who provide, prescribe or recommend the care must be appropriately trained and licensed to treat the condition. When and to the extent reasonably possible, the purpose of the health care must be to enable the Person Insured to return to work. The health care must be provided under the supervision of, and with the approval of, a *physician*.

Benefit, when used on its own, means any type of benefit provided under this policy. It includes the *monthly benefit*, as well as any benefits provided under any riders.

Change of insurability means a change in the Person Insured's medical or occupational status, or in your relationship to the Person Insured, that we would consider material to our risk under this policy. It can include anything that would have resulted in any different answers on your application if you and the Person Insured had completed it on or after the date of the change. It also includes anything else that would reasonably be expected to influence our decision as to whether to issue this policy or to charge a higher premium for it.

Disabled or Disability, when used on its own, means *totally disabled* or *total disability*. However, if this policy includes a Partial Disability Rider that is in force, then *disabled* or *disability*, when used on their own, can also mean *partially disabled* or *partial disability*.

Earnings means all of the Person Insured's income and/or loss from any combination of the following sources:

1. Employment Income, which means the Person Insured's wages, salaries, fees, commissions and some bonuses. A bonus is included only if it has been paid to the Person Insured by an employer in at least each of the two years prior to the *starting date of the disability*, under the terms of a formal bonus program. Employment income does not include: benefits; contributions toward the cost of benefits; or pension or savings plan contributions.
2. Business Income, which means the Person Insured's share (proportionate to the Person Insured's ownership interest) of the income or loss, net of all business expenses except income taxes, of any incorporated or unincorporated business in which the Person Insured has an ownership interest (not including corporations whose shares are publicly traded on a stock exchange) and in which the Person Insured is regularly working.

Earnings does not include unearned income, such as investment income, interest, dividends, capital gains, annuities, trust income, royalties, rental income (except income from the rental of business assets), sick pay or benefits received under a formal wage continuation plan or disability insurance.

Elimination period means an initial number of days that the Person Insured is *disabled* following the *starting date of the disability*. *Monthly benefits* are not payable in respect of this period. Your *elimination period* is specified in your Policy Summary.

Days of *disability* do not need to be consecutive in order to satisfy the *elimination period*. However, in order to satisfy the *elimination period*, the Person Insured must have been *disabled* for the specified number of days within a period of time equal to the length of the *elimination period* plus twelve months.

If the Policy Summary specifies an Additional Monthly Benefit Amount, then it also specifies a special *elimination period* that applies only to the Additional Monthly Benefit Amount.

Expiry Date means the *policy anniversary* that coincides with, or follows, the Person Insured's 65th birthday. It is stated in your Policy Summary.

Health care practitioner means a person who holds themselves out as having expertise or training in diagnosing or treating health problems or symptoms of sickness or injury. It includes a *physician*, nurse, chiropractor, physiotherapist, massage therapist, podiatrist, herbalist, naturopath and any other practitioner described in Ontario's Health Disciplines Act or similar legislation.

Insurable occupation means any type of business, work or employment for which, according to our published underwriting rules, we will issue this type of policy.

Injury or injuries means bodily harm or damage which occurs while this policy is in force and is caused solely and directly by an *accident*.

Manifest means apparent to, or observed by, someone. A symptom or other sign of an illness or disease is first manifest when it is first apparent to, or observed by, someone, whether or not that appearance or observation results in any awareness of an illness or disease, or in any medical consultation, investigation, diagnosis or treatment at that time.

Maximum benefit period means the longest period of time for which a particular claim for *benefits* for *disability* can possibly be payable. It is the shorter of the Maximum Benefit Period stated in your Policy Summary and any other limit established by one of the Limitations. The *maximum benefit period* continues to run during any portions of a claim that are excluded from payment because of the Exclusions. It begins to run on the first day following the end of the shortest *elimination period* that applies to a claim for *benefits* for *disability*. It does not restart during a claim for *benefits* for *disability*, even if the cause of *disability* changes during the claim.

Monthly benefit means the income protection benefit that will be paid for each month that a claim based on *total disability* remains payable. This amount is specified in the Policy Summary, subject to reduction by the 85% All Source Maximum in the Disability Benefits Limitations section. Any Additional Monthly Benefit Amount indicated in the Policy Summary is included as the *monthly benefit* when the applicable special *elimination period* for the Additional Monthly Benefit (specified in the Policy Summary) has been satisfied.

Physician means a legally qualified and licensed physician, other than you or the Person Insured, or a relative or business partner of either you or the Person Insured.

Policy anniversary means an anniversary of the Policy Date stated in the Policy Summary.

Pre-disability income means the Person Insured's average monthly *earnings* in the 12-month period immediately preceding the *starting date of the disability*.

Previous average earnings means the average of the Person Insured's *earnings* over the last three years prior to the *starting date of the disability*.

Sickness means an illness or disease, the symptoms or other signs of which first *manifest* themselves while this policy is in force.

Starting date of the disability means the first day that the Person Insured is *disabled* at the beginning of a period of *disability*.

DISABILITY BENEFITS

Total disability benefits

Subject to all of the terms of this policy, we will begin to pay the Person Insured the *monthly benefit* when we have received satisfactory proof:

1. that the policy was in force on the *starting date of the disability*;
2. that the Person Insured has satisfied the *elimination period*; and
3. that the claim is not excluded under the terms of this policy.

The regular occupation and any occupation periods

The definition of *total disability* that applies to a claim depends on whether the claim is in a *regular occupation period* or an *any occupation period*.

All claims begin with a **regular occupation period** on the *starting date of the disability*, except those claims that are affected by the Limitations entitled "Leave Of Absence" and "Unemployed/Minimal Hours".

Claims affected by the Leave Of Absence Limitation do not begin with a *regular occupation period*, but may have a *regular occupation period* (see the terms of that Limitation). Claims affected by the Unemployed/Minimal Hours Limitation do not have a *regular occupation period*.

A *regular occupation period* ends when the claim has been payable for 24 months after the end of the shortest *elimination period* stated in the Policy Summary.

An **any occupation period** is any portion of a claim that is not a *regular occupation period*.

Definition of total disability

During a regular occupation period, totally disabled means that, because of *injury* or *sickness*:

1. even with any reasonable assistance or modification of job duties, the Person Insured is unable to perform the essential duties of his or her *regular occupation* (or the essential duties of each *regular occupation*, if there is more than one);
2. the Person Insured is not working in any *gainful occupation*; and
3. the Person Insured is under the regular care of a *physician* and receiving *appropriate treatment*.

During an any occupation period, totally disabled means that, solely because of an *injury* or *sickness*:

1. even with any reasonable assistance or modification of job duties, the Person Insured is unable to perform the essential duties of any occupation for which he or she is (or could reasonably become) qualified based on his or her education, training or experience and *previous average earnings*;
2. the Person Insured is not working in any *gainful occupation*; and
3. the Person Insured is under the regular care of a *physician* and receiving *appropriate treatment*.

Regular occupation means an occupation that the Person Insured would have continued to perform beyond the *starting date of the disability* if they had not become *totally disabled*. This refers to types of work or vocations; it is not limited to the specific duties of a particular job or to the Person Insured's work at or with a particular business.

If the Person Insured normally worked more than 40 hours per week prior to the *starting date of the disability*, they will not be considered *totally disabled* if they are working, or are capable of working, at least 40 hours per week.

Gainful occupation means any work for wage or profit that is generating, or could reasonably be generating, *earnings* equal to 60% or more of the Person Insured's *pre-disability income*.

Presumptive total disability

If the Person Insured suffers the total loss of use of both hands, or of both feet, or of one hand and one foot, or the total loss of hearing in both ears, or of sight in both eyes, or of speech, we will consider the Person Insured to be *totally disabled* for as long as the total loss continues, regardless of whether the Person Insured is working in his or her *regular* or any other *gainful occupation*.

When monthly benefits cease

1. Provided that we continue to receive satisfactory proof of claim when we request it, we will continue to pay *monthly benefits* to the Person Insured, but not beyond the earlier of:
 - a) the date the Person Insured ceases to be *totally disabled*; and
 - b) the date the *maximum benefit period* expires.
2. However, still subject to item 1, above, if a claim continues to be payable on or after the *expiry date*, we will also not pay *monthly benefits* beyond the later of:
 - a) the *expiry date*; and
 - b) the date by which *monthly benefits* have been payable for 24 months during the claim.

Benefits for disability are not due before the end of the one-month period to which they relate.

If *benefits for disability* are payable for only a part of any one-month period, we will pay 1/30th of the *benefit for disability* for each full day that your claim is payable.

Recurrent disability

If, while your policy is still in force, the Person Insured becomes *disabled* again from the same or a related cause within twelve months of the end of a prior period of *disability* that resulted in any *benefits for disability* being payable, the latter period of *disability* will be considered a continuation of the claim based on the Person Insured's prior period of *disability*. No new *elimination period* will apply to the continuing claim. However, the continuing claim will be subject to the original *maximum benefit period*.

Concurrent causes of disability

Only one *benefit* for *disability* can be payable for any month of *disability*, regardless of how many *injuries* or *sicknesses* cause or contribute to the *disability* that month.

Waiver of premium

Unless and until we notify you that premiums are waived, you are required to pay premiums as they become due. However, if we approve a claim for *benefits* for *disability*, we will refund any premiums that were paid after the *starting date of the disability* and we will waive any premiums that become due during the period for which we pay *benefits* for *disability*. In order to maintain coverage under this policy, you are required to resume paying premiums after we cease paying *benefits* for *disability*. However, if premiums are being waived at the time of any *policy anniversary* on or after the *expiry date*, the policy automatically terminates on that *policy anniversary* and cannot be renewed or continued after that date.

Survivor benefit

If the Person Insured dies while *benefits* for *disability* are payable, we will pay a single lump sum, equal to three times the last *monthly benefit* that was payable before the Person Insured's death, in accordance with any beneficiary designation in effect at the time of his or her death. If a designation that was in effect names more than one beneficiary, and one or more of them dies before the Person Insured dies, that beneficiary's share will be paid in equal portions to any surviving beneficiaries named in the designation. If no beneficiary designation is in effect (or no designated beneficiary is alive) when the Person Insured dies, we will make the payment to the Person Insured's estate.

Return to work assistance benefit

Regardless of whether or not the Person Insured has satisfied the *elimination period*, if due to *injury* or *sickness*, the Person Insured is not working or is working less than he or she may be able to work, we may provide the Person Insured some assistance in returning to work or in enhancing his or her 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;
- d) educational and/or occupational retraining;
- e) 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 the Person Insured's worksite:

- a) ergonomic furniture and/or equipment;
- b) mobility enhancing equipment; and
- c) visual and/or audio devices.

We will pay for the cost 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 the Person Insured adequately in returning to work or enhancing his or her ability to work; and
- c) the Person Insured is 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 the Person Insured adequately in returning to work or enhancing the Person Insured's ability to work. We also may modify or withdraw our funding of the services depending upon the Person Insured's participation and the progress in returning to work.

Transplant donor or cosmetic surgery benefit

If surgery to donate a part of the Person Insured's body to another person, or cosmetic surgery to improve the Insured Person's appearance or to correct disfigurement, causes the Person Insured to be *disabled*, then the *disability* will be considered to be caused by *sickness* if the *starting date of the disability* is at least six months after the later of:

1. the effective date of the policy; and
2. the date the policy was last reinstated.

Specimen

DISABILITY BENEFITS LIMITATIONS

Unemployment/minimal work limitation

If, on the *starting date of the disability*, the Person Insured was unemployed or was not actually working at least 20 hours per week on a regular basis and at least 35 weeks per year, then:

1. the relevant claim for *monthly benefits* is deemed not to have a *regular occupation period* (the definition of *disability* throughout the claim will be the definition that applies to an *any occupation period*); and
2. the *maximum benefit period* for the claim cannot exceed 24 months.

Leave of absence limitation

If, on the *starting date of the disability*, the Person Insured was a seasonal worker between specified working seasons, on a leave of absence for a specific length of time or on sabbatical for a specific length of time, then:

1. until the date that the Person Insured was scheduled to return to work, the definition of *disability* will be the definition that applies to an *any occupation period*;
2. if the claim is still payable on any date that the Person Insured was specifically scheduled to return to work, the definition of *disability* applicable to the claim will then become the definition that applies to a *regular occupation period*; and,
3. if the claim remains payable for 24 months, the definition of *disability* applicable to the claim will then become the definition that applies to an *any occupation period*.

Residency Limitation

If, during a period for which *benefits for disability* are payable, the Person Insured primarily resides for longer than 12 months outside of Canada, the United States and the United Kingdom, we will cease paying *benefits for disability*.

If the Person Insured again primarily resides in Canada, the United States or the United Kingdom, and if the Person Insured proves that they have remained continuously *disabled* and have received *appropriate treatment* since the *starting date of the disability*, we will resume paying *benefits for disability* (subject to the other terms of this policy). No new *elimination period* will apply to the continuing claim.

However, the continuing claim will be subject to the original *maximum benefit period* and no *benefits for disability* will be payable for or in respect of the time period the Person Insured was primarily resident outside of Canada, the United States and the United Kingdom.

Limitation regarding certain conditions

During the lifetime of this policy, we will not pay *benefits* for *disability* for longer than a cumulative total of 24 months of *disability* for all claims or portions of claims that are based on *disabilities* caused or contributed to by conditions known as, or that have been known as, or that are similar or related to, any of the following: chronic fatigue syndrome, Epstein Barr syndrome, chronic pain syndrome, fibromyalgia, fibrositis, environmental illness and multiple chemical sensitivity.

Mental, psychiatric or emotional disorders limitation

During the lifetime of this policy, we will not pay *benefits* for *disability* for longer than a cumulative total of 24 months of *disability* for all claims or portions of claims that are based on *disabilities* caused or contributed to by mental, psychiatric, psychological, or emotional disorders or sickness including, but not limited to, disorders such as depression, anxiety, stress or burnout. Dementia that is solely the result of the following: a stroke, head trauma, viral infection or Alzheimer's disease, is not considered to be a mental, psychiatric, psychological or emotional disorder for the purpose of this limitation.

Soft tissue injuries and degenerative disc disease limitation

During the lifetime of this policy, we will not pay *benefits* for *disability* for longer than a cumulative total of 24 months of *disability* for all claims or portions of claims that are based on *disabilities* caused or contributed to by *soft tissue injury* or degenerative disc disease.

Soft tissue injury means any injury that *physicians* generally would consider to be a soft tissue injury, including (but not limited to) bruises, contusions, tendonitis, whiplash, strain or sprain. Strain means the damage that occurs to muscles from overuse or extreme physical effort. Sprain means damage done to tendons or ligaments around a joint and could include slight tears but not a complete break of the tendons or ligaments.

85% All Source Maximum

1. If the Person Insured is *disabled*, they may be eligible for disability income benefits from other sources, such as:
 - a) the Canada Pension Plan or other similar government plans;
 - b) workers' compensation legislation or insurance intended to provide similar benefits;
 - c) group or association long-term or short-term disability or weekly indemnity insurance or plans, or salary continuation plans; and
 - d) automobile insurance.

2. Where such a reduction is not prohibited by law, the *benefits* for *disability* will be reduced by any amount that the sum of:
 - a) the *benefits* for *disability*; plus
 - b) the monthly rate of benefits the Person Insured receives from other sources of disability income benefits; plus
 - c) any current *earnings* the Person Insured receives; plus
 - d) any additional benefits that the Person Insured could have received from other sources of disability income benefits if they had applied in a timely and diligent manner

exceeds 85% of the Person Insured's *pre-disability income*.

3. If the Person Insured receives a retroactive lump sum payment of disability income benefits from other source disability income benefits, we will recalculate the *benefits for disability* for any months that we have already paid. If we have overpaid the Person Insured for any months, we can either require the Person Insured to return the amount of the overpayment or we can recover that amount by reducing or suspending further *benefits* (at our option).

Guaranteed minimum

After this policy has been in effect for more than one year, if the Person Insured becomes disabled, the reduction of benefits under the 85% All Source Maximum will not reduce the *benefits for disability* to less than 25% of the *benefits for disability* that the Person Insured would be eligible to receive if there was no such reduction, or \$1000, whichever is less.

DISABILITY BENEFITS EXCLUSIONS

1. We will not pay *benefits* for any periods of *disability* that result, directly or indirectly from:
 - a) intoxication by drugs, alcohol or otherwise;
 - b) abuse of prescription or non-prescription drugs or alcohol, or other substance abuse;
 - c) a suicide attempt or other intentionally self-inflicted harm;
 - d) any act of declared or undeclared war, any riot or insurrection or any other form of public disturbance;
 - e) opportunistic infections or other sicknesses that *physicians* commonly associate with AIDS or the HIV virus, if the Person Insured had either AIDS or the HIV virus prior to date this policy took effect; or
 - f) *injuries* that occur while the Person Insured is committing or attempting to commit a crime, whether or not the Person Insured is charged with the crime.
2. We will not pay *benefits*:
 - a) for any period of time the Person Insured is in a jail or otherwise imprisoned;
 - b) for any *disability* resulting from a normal pregnancy or childbirth (but this exclusion does not apply to *disabilities* caused by complications during pregnancy or childbirth).
3. Some defined terms in this policy have restrictive meanings that may result in some claims not being paid. See the Definitions section(s) of this policy including, for example, the definitions of *accident*, *elimination period*, *injury* and *sickness*.

PREMIUMS AND REINSTATEMENT UNDER THIS POLICY

Paying premiums

Premiums for all coverages under this policy are payable on the first day of the period to which they relate. The second and all subsequent premium payments must be made in the frequency indicated in the Policy Summary (with monthly payments being required by pre-authorized chequing). The initial amount and due date of the premium is shown on your Policy Summary.

The payment of a premium will not keep this policy in effect beyond the next premium due date, except as described in the Grace Period provision below. If any premium is not paid on its due date, or within an applicable Grace Period, this policy cancels as of the premium due date and we will have no obligation to pay any *benefits* for any type of claim under this policy where the *injury*, the *sickness*, the *starting date of the disability*, or another event giving rise to any type of claim, occurs or commences after that due date.

Grace period

The second and subsequent premium payments may be made up to 31 days after the relevant premium due date.

Reinstatement

If this policy has cancelled for non-payment of premium, you can apply to reinstate it within six months of the premium due date on which the policy cancelled. However, we are not obliged to reinstate the policy unless we have received satisfactory proof that the Person Insured, and any other Person Insured under any riders, remains insurable for this policy. Reinstatement will not take effect unless and until the later of:

1. the date we give you written notice that we have approved your application for reinstatement; and,
2. the date you have paid all the premiums that would have been due under the policy by the date we gave you such notice.

Benefits are never payable for a claim where the *injury*, the *sickness*, the *starting date of the disability* or another event giving rise to any type of claim under this policy, occurs or commences between the premium due date on which the policy cancelled and the date that any reinstatement takes effect.

GENERAL TERMS OF THIS POLICY

Assignments

We are not responsible to ensure the validity or effect of any assignment. We are not bound by any assignment unless it is in writing, and until we receive an original or a true copy of the assignment document. No assignment can change the identity of the Person Insured. Any assignment of the Person Insured's right to receive *benefits* is subject to the rights of any irrevocable beneficiary designation regarding the Survivor Benefit, as well as our rights under the policy in relation to you and the Person Insured.

Proof of claim

To make or continue a claim for *benefits*, the Person Insured will have to provide proof of claim by:

1. fully completing claim forms available from us;
2. providing information we request which may be relevant to the claim (including the Person Insured's health, income and activities) and cooperating in the release of information from others that may be relevant to the claim (including the Person Insured's present or past health care providers); and
3. if we request it, participating in examinations, assessments or interviews by health care or other professionals of our choosing.

During a claim, we can ask you and the Person Insured for further proof, in the manner described above, that the claim remains payable. If we do, you and/or the Person Insured must provide such proof within 30 days (except that if what we request cannot be provided within 30 days of our request, it must be provided as soon as reasonably possible). If proof is not provided within the time required, any further *benefits* in respect of the claim will be forfeit.

These obligations regarding proof of claim are specifically intended to continue even if there has been a breach of the terms of this policy.

Autopsies

If a death occurs, we can ask for an autopsy to be performed. This autopsy will comply with the laws of the jurisdiction where the death occurred.

Currency

All *benefits* and premiums will be paid in Canadian currency.

Notices

All notices required in this policy must be in writing.

Misstatement of age or sex

If the Person Insured's age or sex was misstated on the application for this insurance, the *monthly benefit* under this policy will be deemed to be on the basis of the amount of coverage that your premiums could have purchased for someone of the Person Insured's correct age or sex.

If the Person Insured's correct age or sex would result in this policy not being issued or being terminated, we will only be liable to refund premiums paid for any period that this policy was not validly in effect.

Contestability

You and the Person Insured were required to disclose to us, in any application, during any medical examination and in any written statements or answers furnished as evidence of insurability, every fact material to the insurance that was known to you and the Person Insured. If any material fact was not disclosed or was misrepresented, then the entire policy is voidable by us.

However, after the policy has been continuously in force, during the Person Insured's lifetime, for more than two years from the later of the date the policy first took effect or the date the last reinstatement took effect, we will not contest the policy except in the case of fraudulent misrepresentation or non-disclosure, or if a claim for *benefits* arose before the end of the two-year period.

We reserve the right to contest any amendment to the policy which enhances coverage under any portion of the policy. However, we will not do so after the amendment has been in force continuously, during the Person Insured's life time, for two years from the later of the date the amendment first takes effect or the date the last reinstatement took effect, except in the case of fraudulent misrepresentation or non-disclosure or if a claim for *benefits* arose before the end of the two-year period.

This provision does not apply to a misstatement of the Person Insured's age.

Cancelling the policy

You have the right to cancel this policy at any time by providing us written notice of cancellation. The policy will cancel on the date the notice is received by our office, or any later date that you specify in the notice. We will refund any amount of premium you paid for the period of time after the policy is cancelled.

The following statutory conditions apply to the policy. If they directly conflict with the other terms of this policy, those other terms take precedence over these statutory conditions to the extent permitted by applicable statute.

STATUTORY CONDITIONS

The contract

This policy, the application, 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 the authority to change 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 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 the 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 written statements or answers furnished as evidence of insurability.

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:

1. give written notice of a claim to the insurer;
 - a) by delivery thereof, or by sending it by registered mail, to the head office or chief agency in the Province; or
 - b) by delivery to an authorized agent of the insurer in the Province.

not later than 30 days from the date a claim arises under the contract on account of an accident, sickness or disability;

2. within 90 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 age, and the age of the beneficiary if relevant; and
3. if so required by the insurer, furnish a satisfactory certificate as to the cause of the accident, sickness or disability for which claim may be made under the contract and as to the duration of such disability.

Failure to give notice or proof

Failure to give notice of claim or furnish proof of claim within the time prescribed by the 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.

Forms for proof of claim

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

Rights of examination

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

1. the claimant shall afford to the insurer an opportunity to examine the person of the Person 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 moneys payable other than for loss of time

All moneys payable under this contract, other than benefits for loss of time, shall be paid by the insurer within 60 days after is has received proof of claim.

When loss of time benefits payable

The initial benefits for loss of time shall be paid by the insurer within 30 days after it has received proof of claim, and payment shall be thereafter 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 before payment proof of continuing disability.

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 1 year after the date the insurance money became payable or would have become payable if it had been a valid claim.

Provincial amendments

This policy contract is amended by adding the following provisions:

Limitation of Actions:

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

Beneficiary restriction:

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

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

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