



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

We have issued this Policy to You in consideration of the payment of the premium and the statements made in Your application. Your application is part of Your Policy.

**Insured**

**Policy Number**

**Date of Issue**

**Owner**

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

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

**This policy contains a provision removing or restricting the right of the insured to designate persons to whom or for whose benefit insurance money is to be payable.**

**READ YOUR POLICY CAREFULLY.** It is a legal contract between You and Us.

Rino D'Onofrio  
President and Chief Executive Officer

John Carinci  
VP & Head, Operations & Client Experience

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

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Specimen

Any added provisions are attached at the back of the Policy

## PART 1 DEFINITIONS

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

- 1.1 **"Policy"** means the legal contract between You and Us. The Policy, the application, the Policy Schedule, and any attached papers that We call riders, amendments, or endorsements make up the entire contract between You and Us.
- 1.2 **"You"** and **"Your"** refer to the Insured named in the Policy Schedule.
- 1.3 **"We"**, **"Us"** and **"Our"** refer to RBC Life Insurance Company. Our mailing address is P.O. Box 515, Station A, Mississauga, Ontario L5A 4M3.
- 1.4 **"Date of Issue"** means the date that the Policy becomes effective. It is shown on the Policy Schedule.
- 1.5 **"Injury"** means accidental bodily injury sustained after the Date of Issue and while Your Policy is in force.
- 1.6 **"Sickness"** means sickness or disease which first manifests itself while Your Policy is in force.
- 1.7 **"Physician"** means any licensed practitioner of the healing arts practicing within the scope of his or her license. A Physician must be a person other than You.
- 1.8 **"Total Disability"** means that because of Injury or Sickness:
- a. You are unable to perform the important duties of Your regular occupation; and
  - b. You are not gainfully employed in any other occupation; and
  - c. You are under the regular and personal care of a Physician.
- 1.9 **"Commencement Date"** is the day shown on the Policy Schedule when benefits begin during a continuous period of Disability. Periods of Total Disability from the same or related cause separated by 6 months or less, will be accumulated and deemed to be continuous in order to determine the Commencement Date.
- 1.10 **"Maximum Benefit Period"** is the longest period of time We will pay benefits during each continuous Disability. It is shown on the Policy Schedule.

For any maximum benefit period, We will not pay Total Disability benefits beyond your 65th birthday.

## **PART 2 BENEFITS**

### **2.1 TOTAL DISABILITY BENEFIT**

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

This benefit will begin on the Commencement Date. We will continue to pay it while You remain Totally Disabled, but in no event will We pay beyond the Maximum Benefit Period. For periods of less than a month, We will pay 1/30th of the amount for each day of disability. All benefits will be paid according to the terms of the Deed of Trust which is outlined in Part 9.

### **2.2 TOTAL DISABILITY BECAUSE OF COSMETIC OR TRANSPLANT SURGERY**

After six months from the Date of Issue, If You are Totally Disabled because You have surgery to:

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

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

### **2.3 PRESUMPTIVE TOTAL DISABILITY**

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

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

We will consider you to be Totally Disabled whether or not You are able to work or require treatment by a Physician. The Total Disability benefit will begin on the Commencement Date. We will pay it for the amount and Maximum Benefit Periods shown on the Policy Schedule.

### **2.4 REHABILITATION**

While receiving Total Disability Benefits, You may choose to join a vocational rehabilitation program. We will waive the requirement of Total Disability if:

- a. Such a program is sponsored by the Federal or Provincial government; or
- b. We approve the program before You join; and
- c. You have been Totally Disabled for at least six consecutive months prior to entering the program.

We will pay the Total Disability benefit while You actively participate in the program, but not beyond what is left of the Maximum Benefit Period.

If you cease to be an active participant, You may still be eligible for Total Disability benefits; but You must meet the requirements of Total Disability. We will not pay benefits beyond what is left of the Maximum Benefit Period.

We will also pay for the cost of services in connection with a program of vocational rehabilitation if:

- a. We enter into an agreement with You on both the program and the services; and
- b. The cost of the service is not covered by another plan or program.

We will not pay vocational rehabilitation costs beyond the Maximum Benefit Period.

**What is the Total Disability Benefit?**

**Is cosmetic or transplant surgery covered?**

**Can Total Disability be automatically assumed?**

**What happens if a program of retraining or rehabilitation is entered?**

### **PART 3 EXCLUSIONS**

We will not pay benefits for Disability due to:

- a. Act or accident of war, whether declared or undeclared; or
- b. Normal pregnancy or childbirth, but We will cover complications of either of these.

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

#### **4.1 RECURRENT DISABILITY**

After a period of Total Disability ends and You become Totally Disabled again from the same or related cause, We will consider it a continuation of the prior period of Disability. If You have worked full time in a gainful occupation for which You are reasonably fitted and performed all of the important duties for at least six consecutive months between those two periods of Disability, then We will consider it a new Disability.

#### **4.2 CONCURRENT DISABILITIES**

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

### **PART 5 PREMIUMS AND REINSTATEMENT**

#### **5.1 PAYMENT OF PREMIUMS**

The first premium on Your Policy is payable on the Date of Issue. After that, premiums are payable in the amount and mode shown on the Policy Schedule. Payment may be made at our office, P.O. Box 515, Station A, Mississauga, Ontario L5A 4M3 or to Our agent.

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

#### **5.2 GRACE PERIOD**

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

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

**What if Disability  
results from War  
or normal pregnancy?**

**What if  
a Disability recurs?**

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

**When are premiums due?**

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

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

### **5.3 REINSTATEMENT**

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

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

If We receive the premium after 57 days, We will require a reinstatement application. We will issue You a conditional receipt for the premium. If We approve Your application, the Policy will be reinstated as of the date of Our approval. If We disapprove Your application, We must do so in writing within 45 days of the date of the conditional receipt or the Policy will be reinstated on the 45th day.

The reinstated Policy will cover only loss due to:

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

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

### **5.4 PREMIUM REFUND AT DEATH**

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

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

## **PART 6 WAIVER OF PREMIUM**

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

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

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

**When will premiums  
be waived?**

## **PART 7 THE CONTRACT**

**Can the Policy  
be changed?**

### **7.1 CHANGES TO THE POLICY**

No one, including Our agent, has the right to change or waive any part of this Policy unless the change is approved in writing on the Policy by one of Our officers.

## **7.2 INCONTESTABLE**

- a. After Your Policy has been in force for two years, excluding any time you are Disabled, We cannot contest it. This does not apply if a material fact has been fraudulently misrepresented or not disclosed to Us.
- b. No claim for loss incurred or Disability beginning after two years from the Date of Issue will be reduced or denied because a disease or physical condition existed before the Date of Issue unless it is excluded by name or specific description.

## **7.3 CONFORMITY WITH PROVINCIAL STATUTES**

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

## **7.4 MISSTATEMENT OF AGE**

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

## **7.5 TIME OF LOSS**

All losses must occur while Your Policy is in force, but termination of Your Policy will not affect any claim for Disability that begins within 30 days of the date of an Injury causing such Disability.

## **7.6 ASSIGNMENT**

Your Policy cannot be assigned. All benefits are payable to You, in Trust.

# **PART 8 STATUTORY CONDITIONS**

## **8.1 1. THE CONTRACT**

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

## **2. WAIVER**

The Insurer shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the Insurer.

## **3. COPY OF APPLICATION**

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

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

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

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

**When must losses occur?**

**Can the Policy be assigned?**

## **8.2 MATERIAL FACTS**

No statement made by the Insured or person insured at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

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

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

- a. give written notice of claim to the Insurer
  - i. by delivery thereof, or by sending it by registered mail to the head office or chief agency of the Insurer in the province; or
  - ii. by delivery thereof to an authorized agent of the Insurer in the province, not later than thirty days from the date a claim arises under the contract on account of an accident, sickness or disability;
- b. Within ninety days from the date a claim arises under the contract on account of an accident, sickness or disability, furnish to the Insurer such proof as is reasonably possible in the circumstances of the happening of the accident or the commencement of the sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, his age, and the age of the beneficiary if relevant; and
- c. if so required by the Insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim may be made under the contract and as to the duration of such a disability.

## **2. FAILURE TO GIVE NOTICE OF PROOF**

Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the accident or the date a claim arises under the contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

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

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

## **8.5 RIGHTS OF EXAMINATION**

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

- a. The claimant shall afford to the Insurer an opportunity to examine the person of the person insured when and so often as it reasonably requires while the claim hereunder is pending, and
- b. in the case of death of the person insured, the Insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

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

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



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

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

## **8.8 LIMITATION OF ACTIONS**

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

## **PART 9 DEED OF TRUST**

1. We hereby appoint The R-M Trust Company as trustee (the "Trustee") hereunder for the purpose of receiving all funds which may be payable by Us under the terms of Your Policy.
2. The Trustee accepts the appointment as trustee hereunder and agrees to be bound by the premises and to do all things as directed herein.
3. We agree that all benefits under Your Policy will be paid irrevocably to the Trustee if, as and when such benefits may be payable or accrue under Your Policy.
4. The Trustee shall, upon receipt of any payment of Funds from Us (the "Funds"), immediately deposit the Funds in a daily interest account for You, and invest the Funds as You may direct pursuant to Section 5.
5.
  - a. You shall thereupon direct the Trustee as to the investment and reinvestment of the Funds. In the event that You do not so direct the Trustee, whether due to incapacity or otherwise, within 30 days of the receipt by the Trustee of such Funds, the Funds shall remain deposited in the daily interest account; provided that, You may at any time direct the Trustee as to the investment or reinvestment of the Funds and the Trustee shall after the time of receipt of such direction and upon the maturity of any investment, invest the Funds and any income earned thereon.
  - b. Despite 5.a hereof, the Funds and any income thereon may only be invested or reinvested in the following investments: term deposits; mutual funds; direct obligations of the Government of Canada or any province therein; stocks; and bonds.
6. All Funds and all income earned thereon shall, subject to paragraphs 8, 9, 10 and 11 hereof, be irrevocably held by the Trustee in trust for You or Your beneficiaries until You attain age 65 or die, whichever occurs first.
7. Subject to paragraph 6 hereof, the income, if any, earned through the investment or reinvestment of the Funds shall be payable to You in the calendar year in which it is earned. Any income that is not paid to You in that year in accordance with paragraph 8 hereof shall be added to and form part of the Funds.

8. The Trustee will, upon Your request and proof satisfactory to the Trustee, pay annually to You part of the income earned through the investment or reinvestment of the Funds in order to assist You in the payment of any tax liability with respect to such income, provided that in no event shall such payment exceed 54 % of such income in the preceding year.
9. Where there shall be any dispute or question as to the benefit payable to You by Us, it shall be determined by reference to Your Policy. The Trustee will return to Us from Your account, any overpayment of funds paid by Us to the Trustee on Your behalf, upon the receipt of a certificate signed by an authorized signing officer of RBC Life Insurance Company, making such request in reasonable detail. We shall provide You with a copy of such certificate.
10. If no payment of Funds have been made to the Trustee by Us on Your behalf for more than twelve consecutive calendar months, and if the Funds and income thereon total less than \$2500, You may direct the Trustee to pay over to You, or Your legal personal representative, as the case may be, all Funds and income thereon then held by the Trustee, less any fees then owing to the Trustee.
11. In the event that You are eligible to make RRSP contributions, upon the direction of You or Your legal personal representative, as the case may be, the Trustee may transfer the Funds and the income thereon into a Registered Retirement Savings Plan (RRSP) on Your behalf. There may be no withdrawal of funds from any RRSP so established until You attain age 65 or die, whichever occurs first.
12. You and the Trustee hereby agree that upon the earlier of the date You attain the age of 65 or die, You or Your legal personal representative, as the case may be, shall direct the Trustee and the Trustee, upon proof satisfactory to it, shall pay over to You or Your legal personal representative, as the case may be, all Funds and income thereon less any fees then owing to the Trustee.
13. The fees payable by You under this Deed of Trust to the Trustee will be determined as per the fee schedule filed with Us. This fee schedule may be amended from time to time. The Trustee may deduct its fees and expenses, from time to time, from the Funds.
14. Unless otherwise directed in writing, any notice, opinion, request, certificate or direction required to be given under this Deed of Trust shall be in writing, and shall be deemed validly given on delivery or after three business days if mailed by ordinary first class mail, in Your case, to the last address shown on Our and the Trustee's records. In Our case, to the address shown in the Policy; and in the Trustee's case, for delivery to: 393 University Avenue, 5th Floor, Toronto, Ontario, M5G 1E6; or for mail P.O. Box 7010 Adelaide Street Postal Station, Toronto, Ontario, M5C 2W9 (Attention: Corporate Trust Services), or to such other address as shall be furnished to You.
15. This Deed of Trust shall enure to the benefit of and be binding upon Your heirs, executors, administrators, or legal personal representatives of You, and on Our successors and assigns and the Trustee.
16. In the exercise of its rights, duties and obligations hereunder, the Trustee shall be protected in relying and acting upon any resolution, direction, statutory declaration, opinion, report, notice, certificate or other paper or document required or delivered hereunder and may, if acting in good faith, rely and act as to the truth of statements and the accuracy of the opinions expressed therein.

- 17.** The Trustee may retain such independent counsel or advisor as it may reasonably require for the purpose of discharging its duties or determining its rights hereunder, and may rely and act on the advice or opinion so obtained. You or Us, as the case may be, shall reimburse the Trustee for any reasonable fees, expenses, or disbursements of such counsel or advisor.
- 18.** You and Us agree, jointly and severally, to indemnify and hold harmless the Trustee from and against any and all liabilities, losses, damages, penalties, claims, actions, suits, costs, expenses, and disbursements, including legal or advisor fees and disbursements, of whatever kind and nature which may at any time be imposed on, incurred by or asserted against the Trustee arising from or out of any act, omission or error of the Trustee made in good faith in the conduct of its duties hereunder; provided that You or Us shall not be required to indemnify the Trustee in the event of negligence or willful misconduct of the Trustee. This provision shall survive the resignation of the Trustee, or the termination of this agreement.
- 19.** The Trustee shall have no duties or obligations except as expressly provided herein and shall not be liable, if acting in good faith, for any investment made by the Trustee hereunder.
- 20.** The Trustee may resign or We may terminate the Trustee from its role as trustee hereunder by giving 30 days notice to You and Us or You and the Trustee, as the case may be, and the Trustee shall be discharged from all other duties and obligations hereunder arising after its resignation or termination becomes effective. Upon the resignation or termination of the Trustee, We shall appoint a successor trustee and the Trustee shall transfer the Funds and any income thereon to the successor trustee less any of the Trustee's fees and expenses. If a successor trustee is not appointed by Us, then You or the Trustee, at Our expense, may apply to the Ontario Court of Justice (General Division) for the appointment of a successor trustee. Any successor trustee appointed shall be vested with the same powers and rights and shall be subject to the same duties and responsibilities as if it had executed this agreement as trustee without requirement of any further instrument or act.

## Provincial amendments

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**This policy contract is amended by adding the following provisions:**

**Limitation of Actions:**

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

**Beneficiary restriction:**

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

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

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