



RBC Insurance

RBC Simplified[®] Disability Insurance

RBC Life Insurance Company will pay the benefits provided in this Policy to the Policy Owner. This Policy was issued to the Policy Owner in consideration of the payment of the premium and the statements made in the application.

Policy Number

Policy Date

Policy Owner Checking Things

Insured Checking Things

“We”, “Us” and “Our” refer to RBC Life Insurance Company, which We occasionally shorten to RBC Insurance[®]. **“You” and “Your”** refer to the Policy Owner who is also the insured person.

RENEWAL PROVISION. This Policy is guaranteed renewable. 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 future renewal premiums, provided We do so for an entire class of policy owners.

30 DAY RIGHT TO EXAMINE YOUR POLICY. If You are not satisfied with the Policy You may cancel it by writing “Cancel” on it and returning it to Us. If You do so within 30 days after receiving the Policy, We will refund any premium that You have paid, and the Policy will be treated as if it had never been issued.

PLEASE READ YOUR POLICY CAREFULLY. It is a legal contract. Your Policy contains all of the information about your coverage. The definition of the words or phrases in the Policy that are in capital letters and can be found in the section entitled “Terms used in this Policy.”

RBC LIFE INSURANCE COMPANY

Rino D'Onofrio
President and Chief Executive Officer

Laura A. Gainey
Senior Vice-President, Service and Operations

This Policy is issued by RBC Life Insurance Company

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Specimen

A Terms used in this policy

Accident or Accidental means a sudden and unexpected event arising from an external force of a violent nature over which You had no control.

Appropriate Treatment means the form of 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 the care must be appropriately trained and licensed to treat the condition. To the extent reasonably possible, the purpose of the health care must be to enable You to return to work. The health care must be provided under the supervision of, and with the approval of, a Physician.

Class Grouping means an entire group of Policy Owners that share a characteristic or combination of characteristics that We determine to be material to Our risk.

Disability and Disabled

Disability and Disabled means that due directly to Injury (if You are covered for Injury only) or to Injury or Sickness (if You have the Sickness Benefit Rider as indicated on Your Policy Schedule):

1. You are unable to perform the essential duties of Your Regular Occupation(s) (even with any reasonable assistance or modification of job duties);
2. You are not working in any Gainful Occupation; and
3. You are under the regular care of a Physician and receiving Appropriate Treatment.

Drug means any legally controlled substance, alcohol, any fume or inhalant, or any prescription medication, including but not limited to any amphetamine, hallucinogen, opioid, sedative, hypnotic, or anxiolytic.

Earnings means all of Your combined Employment Income and Business Income:

1. Employment Income means Your wages, salaries, fees, commissions and some bonuses. A bonus is included only if it has been paid by an employer in at least each of the two years before 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 means Your share (proportionate to Your ownership interest) of the income or loss, net of all business expenses except income taxes, of any incorporated or unincorporated business in which You have an ownership interest (not including corporations whose shares are publicly traded on a stock exchange) and in which You are 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.

Effective Date of Coverage means any of the applicable dates as specified on the Policy Schedule. These are the dates that coverage for each specific benefit begins under this Policy. The Effective Date of Injury may differ from the Effective Date of Sickness Coverage.

Elimination Period means the number of consecutive days that You must be Disabled following the Starting Date of the Disability before Monthly Benefits become payable. Monthly Benefits are not payable for during this period. Your Elimination Period is shown on the Policy Schedule.

Gainful Occupation means any work for wages or profit that is generating, or could reasonably be expected to generate Earnings equal to 50% or more of Your Pre-disability Income.

Health Care Practitioner means a person who has expertise or training in diagnosing or treating health problems or symptoms of Sickness or injury. It includes a Physician, psychologist, nurse, chiropractor, physiotherapist, massage therapist, podiatrist, herbalist, naturopath and any other practitioner deemed appropriate by a Physician. It may not be You, Your spouse, Your relative or Your business partner.

Injury or Injuries means bodily harm or damage that is caused solely and directly by an Accident that occurs after the Policy Date and while Your Policy is in force. If the Starting Date of the Disability is more than 120 days after the date of the Accident We will consider the Disability to be due to Sickness and not to Injury.

Intoxicated means the concentration of alcohol in 100 milliliters of Your blood exceeds 80 milligrams (i.e. You have a blood alcohol level of .08). It also means that You have consumed or used a Drug other than in accordance with the prescription or direction of a Physician.

Maximum Benefit Period is the longest period of time that We will pay Monthly Benefits for any one period of Disability. Your Maximum Benefit Period is shown on the Policy Schedule. A period of Disability may last longer

than the Maximum Benefit Period, but We will not pay Monthly Benefits beyond the Maximum Benefit Period. The Maximum Benefit Period does not restart and cannot be exceeded during a period of Disability, even if the cause of Disability changes.

Monthly Benefit means the benefit amount that We will pay for each month that a claim based on Disability is payable. The maximum amount of the Monthly Benefit is shown on the Policy Schedule. The Monthly Benefit amount paid will not exceed 75% of Your Pre-disability Income at the time of a claim. If You are insured under more than one RBC Simplified Disability Insurance Policy, the combined Monthly Benefits under those policies will not exceed 75% of Your Pre-disability Income at the time of a claim.

Monthly Processing Day means the same day of the month as the Policy Date.

Physician means a legally qualified and licensed physician, other than You, Your spouse, Your relative or Your business partner.

Policy Anniversary means the same day and month as the Policy Date in each subsequent calendar year that this Policy remains in effect.

Policy Date means the date from which Policy Anniversaries and your initial premium due is determined. It is the date the Policy is issued as specified on the Policy Schedule.

Premium means the amount You pay Us in consideration for the insurance provided under this Policy. It is specified in the Policy Schedule.

Pre-disability Income means Your average monthly Earnings in the 24-month period immediately before the Starting Date of the Disability.

Pre-existing Condition means any injury, illness, disease, symptom or health condition (whether or not the injury, illness, disease, symptom or health condition is diagnosed, correctly or at all) for which, during the 24 months immediately before the applicable Effective Date of Coverage:

- a) You incurred any health-related expenses on the advice of a Physician or any other Health Care Practitioner;
- b) You took any prescribed medication;
- c) You consulted a Physician or any other Health Care Practitioner;
- d) You received any health-related care, advice or treatment, including any diagnostic tests, from a Physician or any other Health Care Practitioner; or
- e) a reasonably prudent person with such injury, illness, disease, symptom or health condition would have consulted a Physician or any other Health Care Practitioner, or would have taken medication previously recommended or prescribed by a Physician.

Regular Occupation means the occupation or occupations in which You were regularly engaged at the Starting Date of the Disability. Regular Occupation refers to types of work or vocations rather than to the specific duties of Your particular job or work at or with a particular business.

Sickness means an illness or disease which first manifests itself after the Effective Date of Sickness Coverage and while Your Policy is in force.

Soft Tissue Injury means any bruise, contusion, 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.

Starting Date of the Disability means the first day that You are Disabled at the beginning of a period of Disability.

B When Your Policy is in force

B 1 When Your insurance begins

Your insurance begins on the later of:

- a) The Policy Date;
- b) The date Your first monthly Premium is received at Our office. If Your first monthly Premium is not honoured, this Policy will not take effect;

If You change your coverage after the initial Policy Date, You will receive a new Policy Schedule. Your new coverage will begin on the applicable Effective Date of Coverage as shown on that Policy Schedule.

B 2 When Your insurance ends

Your insurance ends on the earliest of the following dates:

- a) The date of Your death.
- b) The end of the grace period, if Your Premium is still unpaid as described in **D1**;
- c) The Monthly Processing Day following the receipt of Your notice of cancellation, as described in **E2**;
- d) The Policy Date, if We contest the validity of the Policy under the terms of **G5**;
- e) The Policy Anniversary nearest Your Sixty Fifth (65th) birthday. It is the Date this Policy expires as specified in the Policy Schedule.

Specimen

C Benefits provided by this Policy

C1 Disability Benefit

We will pay You the Monthly Benefit if You become Disabled. We will not pay You the Monthly Benefit during the Elimination Period and We will not pay You the Monthly Benefit beyond the Maximum Benefit Period for any one period of Disability. Payment of the Monthly Benefit Amount is subject to the Limitations and Exclusions of this Policy.

Please note that this Policy is designed to cover future unexpected events only. As such, this Policy contains an exclusion for any Pre-Existing Injury or Sickness. For details of this exclusion, refer to **F4**.

C2 Waiver of Premium

Once We begin to pay Monthly Benefits to You, We will refund any Premiums that You paid during the Elimination Period. We will waive Your Premiums as long as We continue to pay You Monthly Benefits.

C3 Recurrent Disability

If Your Disability ends before We have paid You benefits for the Maximum Benefit Period, and Your Disability recurs from the same or related cause within 12 months, We will resume paying You the Monthly Benefit without requiring You to complete a new Elimination Period. We will consider this to be one period of Disability and Our payments will be limited to the Maximum Benefit Period.

C4 Transplant Donor or Cosmetic Surgery Benefit

We will consider a Disability to be caused by Sickness if it is caused by surgery to donate a part of Your body to another person, or by cosmetic surgery to improve Your appearance or to correct disfigurement. Such Disability will only be covered if the surgery takes place at least six months after the Policy Date.

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D Paying Your Premiums

D1 When Your premiums must be paid

Each Premium must be paid on, or before, its premium due date. Premiums must be paid in Canadian dollars. Premiums may be paid annually or monthly. We will allow You to change this by written request, but We will not allow a change while You are Disabled.

There is a grace period of 31 days beyond the last premium due date. Your Policy will continue during this grace period, but it will automatically lapse (end) if We do not receive payment in full by the end of this grace period.

D2 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 month of Your death.

D3 Changes in Premium

If You have the Sickness Benefit Rider as indicated on the Your Policy Schedule, Your Premium will increase every five years. Your future monthly Premium is shown on Your Policy Schedule.

Also, at Our discretion, We may change future Premiums for this plan, provided We do so for an entire class of policy owners. If We decide that a change in Premium is required We will send You a letter with details of the changes at least sixty (60) days before the new Premium becomes effective.

D4 Where and how to make a claim

If You need to make a claim, You can contact Us at 1-877-519-9501 Monday to Friday 8:00 a.m. to 5 p.m. EST. Our customer service representatives will be happy to help You through the claim process and provide You with the necessary forms.

If You are making or continuing a claim for Monthly Benefits, 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 proof 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 proof that We ask for within the time required, We can stop paying You the Monthly Benefit.

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

D5 Misstatement of Age

If You understated Your age when You applied for this Policy, We will reduce Your Monthly 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 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 the Monthly Benefit that You purchased, and We will provide you with a corrected Policy Schedule showing the revised Initial Monthly Premium and Future Monthly Premium.

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E Cancellling Your Coverage

E1 30-Day Policy Review Period

You can cancel Your Policy up to thirty (30) days from the date it began with full refund of any Premiums You have paid. Simply write "Cancel" on this Policy and return it to Us at the following mailing address:

RBC Insurance
PO Box 515, Station A
Mississauga, Ontario L5A 4M3

Your Policy will be treated as if it had never been issued.

E2 Outside the 30-Day Policy Review Period

You may cancel Your Policy or any Rider attached to it at any time. Write to Us at the above address or contact Us by phone toll free at 1-800-461-1413 from Monday to Friday, 8:30 a.m. to 5 p.m. EST.

If Your last Monthly Premium was paid by its due date, We will cancel Your Policy or Rider on the Monthly Processing Day following the date We receive Your request to cancel. If Your last Monthly Premium was not paid by its due date and remains outstanding, We will cancel Your Policy or Rider on the date We receive Your written request to cancel.

If the Frequency of Premium Payment under Your Policy is annual, the effective date of Your cancellation will be the Monthly Processing Date following the date We receive Your request to cancel, and We will refund the unused portion of Your Annual Premium.

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F Exclusions and Limitations

F1 Unemployment Limitation

This limitation applies only if the Starting Date of the Disability occurs before Your 65th birthday.

If, on the Starting Date of the Disability, You are unemployed or You are not actually working at least 20 hours per week on a regular basis, then the word Disability will be deemed to mean the following for the duration of that Disability:

Disability and **Disabled** means that due directly to Injury or Sickness:

- a) You are unable to perform the essential duties of any Gainful Occupation for which You have the minimum qualifications;
- b) You are not working at all; and
- c) You are under the regular care of a Physician and receiving Appropriate Treatment.

This limitation does not apply to scheduled vacations or temporary leaves if You are still considered employed by Your employer.

F2 Soft Tissue Injuries and Degenerative Disc Disease Limitation

We will pay a cumulative Policy maximum of twenty-four (24) months of Monthly Benefits for any periods of Disability that are caused or contributed to by Soft Tissue Injuries, back Injuries, neck Injuries or degenerative disc disease.

This cumulative maximum will apply even if the periods of Disability are separate from one another.

F3 Residency Exclusion and Limitation

We will not pay Monthly Benefits for any Disability that occurs while You are outside of Canada and the United States, if the Starting Date of the Disability occurs during the 24 month period immediately following the Policy Date.

If You become Disabled after Your Policy has been in force for 24 months, and the Starting Date of the Disability occurs while You are outside of Canada and the United States, You must return to Canada or the United States within 90 days of the Starting Date of the Disability before You may submit a claim for Monthly Benefits.

While You are outside of Canada and the United States:

- a) We will not consider You to be Disabled;
- b) The Elimination Period will not begin or continue; and
- c) We will not pay Monthly Benefits or waive any premiums.

F4 Pre-Existing Condition Exclusion

We will not pay Monthly Benefits nor waive Premiums for any Disability that is caused, directly or indirectly, or is in any manner or degree associated with or occasioned by a Pre-existing Condition.

This Pre-existing Condition exclusion will not apply if the Starting Date of the Disability is more than twenty four (24) months after the applicable Effective Date of Coverage.

F5 Other Exclusions

- 1) We will not pay Monthly Benefits nor waive Premiums for any period of Disability that results, directly or indirectly from, or was in any manner or degree associated with or occasioned by:
 - a) any illness or disease, if You have not purchased Sickness coverage;
 - b) any self-inflicted Injury, whether intentional or unintentional, that occurs while You are Intoxicated;
 - c) Your service in the armed forces, the reserves, or any other military organization;

- d) any Injury that occurs while You are using or operating any motorized vehicle while You are Intoxicated;
 - e) Your use of any Drug except as prescribed or directed Your Physician;
 - f) any suicide attempt or other intentionally self-inflicted harm, while sane or insane;
 - g) any opportunistic infection or other illness or disease that Physicians commonly associate with AIDS or the HIV virus;
 - h) any Injury that occurs while You are committing or attempting to commit a crime, whether or not You are charged with the crime;
 - i) 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 or condition characterized predominantly by subjective symptoms; or
 - j) any psychiatric, psychological, emotional, mental or nervous disorder, including but not limited to depression, anxiety, stress, and burnout. This exclusion does not include Disabilities caused by senile dementia or loss of mental capacity resulting from a stroke, head trauma, viral infection or Alzheimer's Disease.
- 2) We will not pay Monthly Benefits nor waive Premiums for any period of time You are in a jail, under house arrest, or otherwise incarcerated.
 - 3) We will not pay Monthly Benefits nor waive Premiums for any Disability resulting from a normal pregnancy or childbirth. This exclusion does not apply to Disabilities caused by complications during pregnancy or childbirth.
 - 4) We will not pay Monthly Benefits nor waive Premiums for any period of time that You are receiving benefits for loss of earnings under any worker's compensation act or plan.

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G Information about this Policy

G1 Assignment

You may not assign this Policy.

G2 Currency

All monies payable under this contract shall be paid in Canadian dollars, unless otherwise stated.

G3 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 Monthly Benefits may not be commenced:

- a) more than two (2) years after the date that the first Monthly Benefit became due, if We did not pay any Monthly Benefits; or
- b) more than two (2) years after the date the next Monthly Benefit would have become due, if We began paying Monthly Benefits and then stopped.

G4 Conformity With Provincial Statutes

Any provision of this Policy or any condition of this Policy which, on the Policy Date, is in conflict with the statutes of the province in which the policy is delivered, is hereby amended to conform to the minimum requirements of such province.

G5 Contestability

If You made inaccurate statements when You applied for this Policy, We may use these statements to contest the validity of Your Policy. After Your Policy has been in force for a period of two years, We will not use these statements to contest the validity of Your Policy unless You submit a claim for Monthly Benefits and the Starting Date of the Disability is 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.

H Statutory Conditions

H1 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.

H2 Waiver

The Company 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 an officer of the Company.

H3 Copy of Application

The Company shall upon request furnish to the insured person or to a claimant under this contract a copy of the application.

H4 Material Facts

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

H5 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 (30) days from the date a claim arises under the contract on account of an accident, sickness or disability, (b) within ninety (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, the right of the claimant to receive payment, and his or her 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 the claim may be made under the contract and as to the duration of the disability.

H6 Failure to give Notice of Proof

Failure to give notice of claim or furnish proof of claim within the time prescribed 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 twelve (12) months 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.

H7 Insurer to furnish forms for proof of claim

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

H8 Rights of Examination

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

H9 When loss of time benefits are 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 (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.

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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.*

Provincial amendments

If you reside in the provinces of Alberta, British Columbia, Manitoba or Ontario, this policy contract is amended as follows:

The Statutory Conditions in the policy are deleted and replaced with the following:

STATUTORY CONDITIONS

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.

Material Facts

No statement made by the insured or a person insured at the time of application for the contract may be used in defence 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 money under the contract,

- (a) the claimant must give the insurer an opportunity to examine the person of the person insured when and as often as it reasonably requires while a claim 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.

When Money Payable other than for Loss of Time

All money payable under the contract, other than benefits for loss of time, must be paid by the insurer within 60 days after it has received proof of claim.

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.

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