

# DATA PAGE

POLICY NUMBER	DFDKVL001L
OWNER	MALE TESTING
POLICY DATE	01 NOVEMBER 2012

LIVES INSURED AND SCHEDULE OF BENEFITS	INITIAL ANNUAL PREMIUM/PAYMENT	MATURITY OR EXPIRY DATE
<b>LIFE INSURED: MALE TESTING</b> INSURANCE AGE: 36    RATE CLASS: NON-SMOKER		
<b>CRITICAL ILLNESS INSURANCE</b>		
VITAL LINK 100 NON-PAR \$100,000 INITIAL SUM INSURED	\$1,041.00	01 NOVEMBER 2076
VITAL LINK 10 NON-PAR \$50,000 INITIAL SUM INSURED	219.50	01 NOVEMBER 2051
CONVERSION PRIVILEGE		01 NOVEMBER 2041
<b>\$150,000 TOTAL INITIAL SUM INSURED FOR MALE TESTING</b>		
<b>ADDITIONAL BENEFITS</b>		
CHILDREN'S CRITICAL ILLNESS RIDER AMOUNT OF INSURANCE \$25,000	300.00	01 NOVEMBER 2051
ACCIDENTAL DEATH & DISMEMBERMENT AMOUNT OF INSURANCE \$25,000	30.00	01 NOVEMBER 2046
WAIVER OF PREMIUM	69.94	01 NOVEMBER 2041

INCLUDED IN THIS POLICY ARE PAGES WITH THE FOLLOWING CODES: SP, GP1-6, GP2-5, CIP1-6, CIP2-6, CISIC1-6, CISIC2-7, CISIC3-6, ROPE-1, CICON-2, CCIR1-3, CCIR2-3, LADD-2, WP-4.

ISSUED BY THE COMPANY, 29 NOVEMBER 2012

# SCHEDULE OF PREMIUMS

POLICY NUMBER

DFDKVL001L

BEGINNING	ANNUAL PREMIUM	APP PREMIUM
01 NOV 2012	\$1,660.44	\$149.44
01 NOV 2022	1,905.66	171.51
01 NOV 2032	2,935.68	264.22
01 NOV 2041	2,810.00	252.91
01 NOV 2042	4,569.50	411.26
01 NOV 2046	4,514.00	406.26
01 NOV 2051	1,041.00	93.69

SAMPLE

# GENERAL PROVISIONS

## Definitions

**"Company"** shall mean The Empire Life Insurance Company.

**"Coverage"** shall mean any Life Insurance Benefit, Critical Illness Benefit, or Additional Benefit as shown on the most recent Data Page.

**"Life or Lives Insured"** shall mean the person(s) whose life is insured as shown on the most recent Data Page for this policy.

**"Owner"** shall mean the person who owns this policy and all of the rights and privileges associated with it. This person may also be a Life Insured.

## GP1 The Contract

This policy, the application, any subsequent applications for change or reinstatement of the policy, and any policy endorsements constitute the entire contract between the Company and the Owner.

This policy will be governed and construed in accordance with the laws of the Province or Territory of Canada in which the Owner signs the original application for this policy.

This contract will take effect on the Policy Date shown on the Data Page only if:

- i) the first premium due has been paid; and
- ii) the insurability of the Life or Lives Insured has not changed between the completion of the application and the delivery of the policy; and
- iii) in all provinces except Quebec, the policy has been delivered to the Owner, an agent or assignee of the Owner, or the beneficiary; or
- iv) in the Province of Quebec, the date the application is approved at the Head Office of the Company.

The Owner and the Company may mutually agree to any change in the policy, subject to all applicable laws. Any change or waiver of a policy provision must be in writing and must be signed by an authorized officer of the Company.

## GP2 Incontestability

Failure to disclose in the application for this policy or for a policy change or reinstatement requiring evidence of insurability, or misrepresentation therein of any and every fact which is material to the contract will render the contract voidable by the Company, except as noted below.

In the absence of fraud, no benefit of this policy may be voided by the Company after it has been in force during the lifetime of the Life or Lives Insured for that benefit for a period of two years.

The two-year limitation does not apply to any Waiver of Premium Provision included in this policy. The two-year limitation does not apply if a claim is made for a Critical Illness Benefit where the symptoms or medical problems leading to a Diagnosis or surgery commenced before the end of the two-year period. The two-year period is measured from the later of the effective date of:

- i) the policy; or
- ii) the last policy change requiring evidence of insurability; or
- iii) the last reinstatement.

If the premium charged for this policy is based, in whole or in part, on a declaration made on the application or any subsequent application for policy change or reinstatement as to the non-use of tobacco or tobacco products by the Life or Lives Insured and the declaration is untrue all parties to this contract agree that the declaration will be deemed to be fraud and this contract and any claim for benefits will be void. Misstatement of age or sex will not be considered misrepresentation for the purpose of this policy.

## GP3 Currency and Place of Payment

Every payment made under the terms of this policy, either to or by the Company, will be payable in lawful money of Canada. Payments to the Company may be made at any office of the Company.

## GP4 Payment of Premiums

The Schedule of Premiums page shows the total initial annual premium due for this policy. This includes premiums for any Life Insurance Benefits, Critical Illness Benefits, Additional Benefits, and the administration fee. The Schedule of Premiums page will reflect any adjustments in the premiums payable.

Premiums are payable in advance. Premiums may be paid on a monthly Pre-authorized Debit basis or any other basis that is agreed to by the Company.

Unless specified otherwise in this policy, premiums that are due and paid will not be refundable, in whole or in part, except the first payment made in respect of this policy. The first payment will be fully refundable providing the Owner, within 10 days of receipt of this policy, completes the Request to Cancel Under The Ten Day Rescission Privilege and returns this policy to the Head Office of the Company.

## GENERAL PROVISIONS (cont'd)

No premium will be due or payable after this policy terminates or becomes paid-up in accordance with the terms and conditions of the paid-up privilege, if applicable.

The acceptance of any premium payment made in respect of any benefit provision(s) after the termination of such provision(s) in accordance with its terms will not impose on the Company any liability. The premium payment will be refunded to the Owner.

### GP5 Grace Period

While this policy is in force any premium, or any part of such premium, which is not paid on or before the due date will constitute a premium in default. A grace period of 31 days after the due date of a premium in default will be allowed for payment of such premium during which time this policy will remain in force.

If a Life Insured dies at any time during the grace period an amount equal to the premium in default will be deducted from the proceeds payable.

Further, if this policy includes Critical Illness Benefits for a Life Insured and, if during the grace period, that Life Insured is diagnosed with a Critical Illness, as defined in the Critical Illness provisions, an amount equal to the premium in default will be deducted from the proceeds payable.

If a premium in default remains unpaid at the end of the grace period, this policy will lapse and cease to be in force effective the due date of the premium in default. No benefits or privileges will be payable or enforceable except as may be otherwise specified in any provision in this policy and then only to the extent and in accordance with the terms of such provision.

### GP6 Reinstatement

Notwithstanding GP5 Grace Period, the Owner may apply for reinstatement of this policy at any time within two years after the date it lapsed and ceased to be in force by:

- i) paying to the Company the overdue premiums and other indebtedness at the time of such application together with interest; and
- ii) submitting evidence of the good health and other evidence of the insurability of the Life or Lives Insured, satisfactory to the Company.

### GP7 Policy Years

For benefits applied for on the original application for this policy, policy years will be measured from the policy date shown on the Data Page and each succeeding anniversary of the policy date will constitute a policy anniversary for such benefits.

For benefit(s) applied for after the policy date as shown on the most recent Data Page, policy years will be measured from the effective date of such benefit(s) as indicated on the Application for Policy Change for the respective benefit(s). Each succeeding anniversary of the effective date of such benefit(s) will constitute a policy anniversary for the respective benefit(s).

### GP8 Indebtedness

The term "Indebtedness" will mean indebtedness to the Company under this policy at any time and will consist of the total of:

- i) amounts, if any, loaned by the Company on the security of this policy; plus
- ii) interest, if any, on i); less
- iii) the amount of any repayment of i) or ii).

Interest will accrue at a rate, compounded annually, as the Company may determine to be applicable during each policy year.

Indebtedness will be a first charge against this policy in favour of the Company in priority to the claim of any beneficiary, assignee or other person making a claim and will be deducted from the proceeds payable under this policy.

Repayment, in whole or in part, of indebtedness may be made at the Head Office of the Company at any time.

### GP9 Suicide

If a Life Insured commits suicide, while sane or insane, within two years of the effective date of:

- i) the policy; or
- ii) the last policy change requiring evidence of insurability; or
- iii) the last reinstatement,

whichever will be latest, the only amounts payable by the Company will be:

- i) the cash value less indebtedness, determined at the date of death in accordance with the Guaranteed Value Provisions, if applicable; and
- ii) the Death Benefit, as described in the Critical Illness Provisions, if applicable.

## GENERAL PROVISIONS (cont'd)

### GP10 Payment of Proceeds

Before making payment of any proceeds payable under this policy, the Company will require:

- i) sufficient proof of the right of the claimant to receive such payment;
- ii) satisfactory proof of age for the Life or Lives Insured;
- iii) satisfactory evidence of the death and the cause of death of a Life Insured;
- iv) any other information which the Company may reasonably require to establish the validity of the claim.

Upon making payment a valid discharge of all liability under the policy will also be required.

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.

### GP11 Settlement Provisions

Benefits payable under the terms of this policy may be paid in cash, left on deposit, used to provide an annuity or settled on any other agreed upon basis.

Details of the options and the conditions under which they are available will be provided on request.

### GP12 Insurance Age and Sex

The Insurance Age for each benefit is as shown on the most recent Data Page. This is based on the age of the Life or Lives Insured provided in the application and is subject to any modifications due to underwriting ratings. The Attained Insurance Age at any time is the Insurance Age increased by the number of policy years that have elapsed since the effective date for each benefit.

If the age or sex of a Life Insured for any benefit under this policy is misstated, the proceeds payable for that benefit will be adjusted to the amount that would have been provided on the basis of the correct age or sex by the premium actually paid in respect of that benefit. If, on the basis of the correct age, the benefit would not have been available for that Life Insured, that benefit will be void and cancelled and all premiums paid for that benefit will be refunded.

### GP13 Beneficiary

The beneficiary will be as designated in the application for this policy.

The Owner may, if the law governing this policy allows:

- i) appoint a beneficiary or alter or revoke a prior designation provided that, if the previous designation was irrevocable, the written consent of the irrevocable beneficiary is provided; and

- ii) apportion or reapportion the proceeds payable

by submitting a written request to the Head Office of the Company.

The Company assumes no responsibility for the validity or sufficiency of any such declaration.

In the event of a common disaster, if the Company cannot determine the first to die of the Life Insured or the beneficiary, the beneficiary will be deemed to have died first.

If no beneficiary survives the Life or Lives Insured, the beneficiary will be the Owner or the estate of the Owner.

### GP14 Assignment

The Company assumes no responsibility for the validity, effect or sufficiency of any assignment of any interest in this policy and will not be bound by any such assignment, unless it is in writing and filed at the Head Office of the Company.

### GP15 Control of Policy

Subject to the provisions of the law governing this policy and to the rights of any beneficiary, the Owner may:

- i) exercise all the rights, options and privileges granted by this policy or permitted by the Company;
- ii) assign this policy;
- iii) agree with the Company to any change or amendment of this policy.

If the Owner dies while this policy is in force, the Contingent Owner will have all the rights, options and privileges of the Owner. If no Contingent Owner has been named, all rights, options and privileges of the Owner will be transferred to the Life or Lives Insured under this policy.

### GP16 Deferred Non-Smoker Provision

If the Insurance Age of a Life Insured as indicated on the Data Page is 17 or less and if within 60 days of the policy anniversary nearest that Life Insured's 18th birthday, the Owner submits to the Company satisfactory proof that the Life Insured has not used any tobacco or nicotine products within the previous 12 months, the Company will reduce that portion of the policy's premium applicable to that Life Insured effective from that anniversary. The amount of the reduction in the total annual premium will be determined based on the Company's rules in effect at the policy date as shown on the most recent Data Page.

## GENERAL PROVISIONS (cont'd)

### GP17 Termination of a Coverage

A coverage will terminate:

- i) if it is surrendered for cash; or
- ii) on the date payment of the Sum Insured for a benefit is made; or
- iii) upon receipt at the Head Office of the Company of a written request from the Owner for termination of a coverage; or
- iv) at the expiry date for the coverage as shown on the most recent Data Page; or
- v) at the coverage termination date as defined in any provision within this policy,

whichever occurs first.

### GP18 Termination of a Policy

This policy will terminate:

- i) if all coverages have been terminated; or
- ii) for non-payment of premiums as described in GP5, Grace Period; or
- iii) at any time indebtedness exceeds the cash value; or
- iv) upon receipt at the Head Office of the Company of a written request from the Owner to cancel the policy,

whichever occurs first.

# VITAL LINK

## CRITICAL ILLNESS PROVISIONS

### Definitions

**"Person Insured"** shall mean the person identified as a Life Insured for a Critical Illness Coverage as shown on the most recent Data Page;

**"Critical Illness"** shall mean an Insured Condition as defined in the Schedule of Insured Conditions;

**"Physician"** shall mean a medical doctor licensed and practising medicine in Canada or the United States or other jurisdiction as approved by the Company. A Physician must be a person other than the Owner, the Person Insured or a relative or business associate of either;

**"Specialist"** shall mean a licensed medical practitioner who has been trained in the specific area of medicine relevant to the Critical illness for which benefit is being claimed, and who has been certified by a specialty examining board. In the absence of or unavailability of a Specialist, a qualified medical practitioner as approved by the Company may make the Diagnosis. Specialist includes, but is not limited to, cardiologist, neurologist, nephrologist, oncologist, ophthalmologist, burn specialist, and internist. The Specialist must be a person other than the Owner, the Person insured or a relative or business associate of either;

**"Diagnosis"** shall mean the complete fulfilment of the Critical Illness as defined in the Schedule of Insured Conditions. Diagnosis of a Critical Illness or a Non-Life Threatening Illness must be made by a Physician or a Specialist as defined within the Insured Condition. Any tests or examinations that must be performed in order to satisfy the Insured Condition requirements or the Non-Life Threatening Illness Benefit requirements must be conducted by a medical professional who is not the Owner, Person Insured, a relative of or a business associate of the Owner or Person Insured. **"Diagnosed"** shall have a corresponding meaning. The Diagnosis must be based on a specific event occurring after the later of:

- i) the effective date of a Critical Illness Coverage; or
- ii) the effective date of the last reinstatement of a Critical Illness Coverage; or
- iii) a defined period of time as noted for a Critical Illness;

**"Surgery"** shall mean the undergoing of Surgery performed on the written advice of a Physician or Specialist. The Surgery must be performed by a Physician or Specialist in Canada, the United States or in such other jurisdiction as approved by the Company;

**"Waiting Period"** shall mean the longer of thirty (30) days from the date of Diagnosis or a defined period of time as noted for a Critical Illness.

### CI1 Critical Illness Sum Insured

The Critical Illness Sum Insured for the Person Insured is as shown on the most recent Data Page.

### CI2 Critical Illness Benefit

If a Person Insured for a Critical Illness Coverage is Diagnosed with a Critical Illness, the Company will pay to the Owner or, where permitted by law, to the beneficiary the Critical Illness Benefit provided the Critical Illness Coverage is in force and the Person Insured survives the Waiting Period. The Critical Illness Benefit is the Critical Illness Sum Insured.

Payment of the Critical Illness Benefit will terminate the Critical Illness Coverage for the Person Insured.

As stated under the Settlement Provisions, the Critical Illness Benefits payable, may be used to provide an annuity.

If a Critical Illness Benefit becomes payable, and

- i) the Owner or beneficiary chooses to purchase a single premium life annuity with all or a portion of the proceeds of the Critical Illness Benefit payable, and
- ii) the Annuitant for the life annuity is the Person Insured for whom the Critical Illness Benefit has become payable

the annuity income will be enhanced by 5.0%.

Any limitations, restrictions and conditions applicable to the purchase of a life annuity from the Company will apply and may result in a life annuity not being available for purchase under this provision.

**The Critical Illness Benefit will not be payable for any illness or disorder not specifically defined as a Critical Illness in the Schedule of Insured Conditions.**

All premiums that become due and payable prior to the settlement of the claim must be paid to the Company. Premiums paid after the date of Diagnosis will be refunded to the Owner provided the Company approves the claim.

### CI3 Non-Life Threatening Illness Benefit

If a Person Insured for a Critical Illness Coverage is Diagnosed with a Non-Life Threatening Illness, the Company will pay to the Owner or, where permitted by law, to the beneficiary a Non-Life Threatening Illness Benefit provided:

- i) the Critical Illness Coverage is in force;
- ii) the Person Insured survives the Waiting Period; and
- iii) all other terms of this policy are met.

## VITAL LINK

### CRITICAL ILLNESS PROVISIONS (cont'd)

A Non-Life Threatening Illness shall mean:

- i) Stage A (T1a or T1b) prostate cancer;
- ii) ductal carcinoma in situ of the breast - Diagnosis must be made by a pathologist and confirmed by a biopsy;
- iii) coronary artery blockage - The undergoing of coronary angioplasty/stenting, which is a medically necessary non-surgical intervention procedure to unblock and widen a vessel to allow an uninterrupted flow of blood and oxygen to the heart; or
- iv) HIV related cancer - Any cancerous tumour in the presence of any Human Immunodeficiency Virus (HIV).

**The Non-Life Threatening Illness Benefit will not be payable for any illness or disorder not specifically defined as a Non-Life Threatening Illness.**

The Non-Life Threatening Illness Benefit will NOT be payable for any cancer related Non-Life Threatening Illness if, within the first ninety (90) days following the later of the effective date of the Critical Illness Coverage or the effective date of the last reinstatement of the Critical Illness Coverage, the Person Insured has any type of cancer (whether covered or excluded) Diagnosed. The Non-Life Threatening Illness Benefit will NOT be payable for any cancer related Non-Life Threatening Illness if, within ninety (90) days following the effective date of the Critical Illness Coverage or the effective date of the last reinstatement of the Coverage Illness Coverage, the Person Insured has any signs or symptoms, or investigations that lead to the Diagnosis of any type of cancer. Coverage for all other non-related Critical Illnesses will continue.

The Owner and all Persons Insured have an obligation to disclose any information about any cancers Diagnosed within the first ninety (90) days following the effective date or the effective date of the last reinstatement of a Critical Illness Coverage. The Owner and all Persons Insured also have an obligation to disclose any information about signs, symptoms, or investigations that commenced within the first ninety (90) days following the effective date or the last reinstatement date of a Critical Illness Coverage and results in the Diagnosis of any type of cancer (covered or excluded under the policy). The information must be disclosed to the Company, in writing within six (6) months of Diagnosis. The Company has the right to deny ANY claim under the Critical Illness Coverage if there is a failure to disclose this information to the Company in the prescribed time and manner.

The Non-Life Threatening Illness Benefit is determined based on the sum of ALL Critical Illness Coverages in force with the Company for the Person Insured and is the lesser of:

- i) 25% of the total Critical Illness Sums Insured;
- ii) \$10,000 for coronary artery blockage; or
- iii) \$25,000.

A maximum of one Non-Life Threatening Illness Benefit will be payable for the Person Insured. Payment of a Non-Life Threatening Illness Benefit will not terminate the Critical Illness Coverage for the Person Insured.

#### **C14 Death Benefit**

If the Person Insured under these provisions dies prior to becoming eligible for the payment of the Critical Illness Benefit, the Company will pay a Death Benefit to the beneficiary and the Critical Illness Coverage will terminate. The Death Benefit will be equal to the sum of all premiums paid for the Critical Illness Coverage, including the premiums paid for any Return of Premium Benefit(s), for the Person Insured and excluding any premiums for additional benefits and riders on the policy. The Death Benefit will be reduced by the premiums attributable to any amounts of the Sum Insured that have been reduced.

If the Critical Illness Coverage was issued as a result of exercising a conversion privilege on a previously issued Critical Illness Coverage, and that Coverage included a Death Benefit provision, the amount determined for the Death Benefit payable will include the premiums paid for that Coverage.

#### **C15 Exclusions**

No benefit will be payable if a Critical Illness or Non-Life Threatening Illness results either directly or indirectly from any one or more of the following causes:

- i) intentionally self-inflicted injuries, while sane or insane;
- ii) the illegal use of drugs or substances, or the misuse of medication obtained with or without a prescription, or the misuse of alcohol;
- iii) any violation of, or attempt to violate, any criminal laws by the Person Insured.

No benefit will be payable for:

- i) any illness, condition, or Surgery not specifically defined in the Schedule of Insured Conditions or in the Non-Life Threatening Illness provision;
- ii) any Critical Illness or Non-Life Threatening Illness Diagnosed prior to the effective date of the Critical Illness Coverage; or
- iii) any illness, condition, or Surgery specifically excluded for a Critical Illness or Non-Life Threatening Illness.



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CRITICAL ILLNESS PROVISIONS (cont'd)**

**CI6 Proof of Claim**

Initial written notice of a claim for the Critical Illness Benefit or Non-Life Threatening Illness Benefit must be received by the Company, at its Head Office, within six (6) months of the date of the Diagnosis or Surgery.

Proof of claim satisfactory to the Company must be provided prior to the payment of any benefits.

The Company reserves the right to require examination of the Person Insured by a Company appointed Physician and any additional requirements necessary to confirm the Diagnosis.

SAMPLE

## VITAL LINK SCHEDULE OF INSURED CONDITIONS

The Critical Illness Benefit will be payable on the first to occur of the following Insured Conditions:

- i) **"Cancer (Life Threatening)"** shall mean a definite Diagnosis of a tumour characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. The Diagnosis of Cancer must be made by a Specialist.

The following forms of cancer are specifically excluded from coverage:

- a) carcinoma in situ;
- b) Stage 1A malignant melanoma (melanoma less than or equal to 1.0 mm in thickness, not ulcerated and without Clark level IV or level V invasion);
- c) any non-melanoma skin cancer that has not metastasized; or
- d) Stage A (T1a or T1b) prostate cancer.

A Critical Illness Benefit will NOT be payable for Cancer if a Diagnosis of Cancer for the Person Insured (whether covered or excluded) is made within the first ninety (90) days following the later of the effective date of the Critical Illness Coverage or the effective date of the last reinstatement of the Critical Illness Coverage. A Critical Illness Benefit will NOT be payable if, within the first ninety (90) days following the later of the effective date of the Critical Illness Coverage or the effective date of the last reinstatement of the Critical Illness Coverage, the Person Insured has any signs, symptoms, or investigations that lead to a Diagnosis of Cancer (covered or excluded under the policy) regardless of when the Diagnosis is made. Coverage for all other non-related Critical Illnesses will continue.

If the Critical Illness Coverage was issued as a result of exercising a conversion privilege on a previously issued Critical Illness Coverage, the effective date that will apply for the ninety (90) day exclusion period for Cancer will be the first ninety (90) days following the later of the effective date of the previously issued Critical Illness Coverage or the effective date of the last reinstatement of the previously issued Critical Illness Coverage.

The Owner and all Persons Insured have an obligation to disclose any information to the Company about cancers Diagnosed within ninety (90) days following the later of the effective date of a Critical Illness Coverage or the effective date of the last reinstatement date of a Critical Illness Coverage. The Owner and all Persons Insured also have an obligation to disclose any information about signs, symptoms or investigations that commenced within the first ninety (90) days following the later of the effective date of a Critical Illness Coverage or the effective date of the last reinstatement of a Critical Illness Coverage and results in

the Diagnosis of any type of cancer.

The information must be disclosed to the Company, in writing, within six (6) months of Diagnosis. The Company has the right to deny ANY claim under the Critical Illness Coverage if there is a failure to disclose this information to the Company in the prescribed time and manner;

- ii) **"Stroke (Cerebrovascular Accident)"** shall mean a definite Diagnosis of an acute cerebrovascular event caused by intra-cranial thrombosis or haemorrhage, or embolism from an extra-cranial source with:

- a) acute onset of new neurological symptoms; and
- b) new objective neurological deficits on clinical examination,

persisting for more than thirty (30) days following the date of Diagnosis. These new symptoms and deficits must be corroborated by diagnostic imaging testing. The Diagnosis of Stroke must be made by a Specialist. Specifically excluded from coverage are;

- a) Transient Ischemic Attacks (TIA); or
- b) Intracerebral vascular events due to trauma; or
- c) Lacunar infarcts that do not meet the definition of Stroke as described above;

- iii) **"Heart Attack"** shall mean the definite Diagnosis of the death of heart muscle due to obstruction of blood flow that results in the rise and fall of biochemical cardiac markers to levels considered diagnostic of myocardial infarction, with at least one of the following:

- a) heart attack symptoms;
- b) new electrocardiogram (ECG) changes consistent with heart attack;
- c) development of new Q waves during or immediately following an intra-arterial cardiac procedure including but not limited to, coronary angiography and coronary angioplasty.

The Diagnosis of Heart Attack must be made by a Specialist.

Heart Attack does not include:

- a) ECG changes suggesting a prior myocardial infarction, which do not meet the Heart Attack definition as described above; or
- b) elevated biochemical cardiac markers as a result of an intra-arterial cardiac procedure including, but not limited to, coronary angioplasty and coronary angiography, in the absence of new Q waves.

## VITAL LINK

### SCHEDULE OF INSURED CONDITIONS (cont'd)

- iv) **"Coronary Artery Bypass Surgery"** shall mean the undergoing of heart Surgery to correct narrowing or blockage of one or more coronary arteries with bypass graft(s) excluding any non-surgical or trans-catheter techniques such as balloon angioplasty or laser relief of an obstruction. The Surgery must be determined to be medically necessary by a Specialist;
- v) **"Heart Valve Replacement"** shall mean the undergoing of Surgery to replace any heart valve with either a natural or mechanical valve. The Surgery must be determined to be medically necessary by a Specialist. Heart valve repair is excluded from coverage;
- vi) **"Aortic Surgery"** shall mean the undergoing of Surgery for disease of the aorta, requiring excision and surgical replacement of the diseased aorta with a graft. Aorta refers to the thoracic and abdominal aorta but not its branches. The Surgery must be determined to be medically necessary by a Specialist;
- vii) **"Kidney Failure"** shall mean the definite Diagnosis of chronic irreversible failure of both kidneys to function, as a result of which regular haemodialysis, peritoneal dialysis, or renal transplantation is initiated. The Diagnosis of Kidney Failure must be made by a Specialist;
- viii) **"Major Organ Transplant"** shall mean the definite Diagnosis of the irreversible failure of the heart, both lungs, liver, both kidneys or bone marrow and transplantation must be medically necessary. To qualify under Major Organ Transplant, the Person Insured must undergo a transplantation procedure as the recipient of a heart, liver, lung, kidney, or bone marrow, and limited to these entities. The Diagnosis of the major organ failure must be made by a Specialist;
- ix) **"Major Organ Failure on Waiting List"** shall mean a definite Diagnosis of the irreversible failure of the heart, both lungs, liver, both kidneys or bone marrow and transplantation must be medically necessary. To qualify under Major Organ Failure on Waiting List, the Person Insured must become enrolled as the recipient in a recognized transplant centre in Canada or the United States that performs the required form of transplant Surgery. For purposes of the Waiting Period, the date of Diagnosis is the date of the Person Insured's enrolment in the transplant centre. The Diagnosis of the major organ failure must be made by a Specialist;
- x) **"Motor Neuron Disease"** shall mean the definite Diagnosis one of the following:
- a) Amyotrophic Lateral Sclerosis (ALS or Lou Gehrig's Disease);
  - b) Primary Lateral Sclerosis;
  - c) Progressive Spinal Muscular Atrophy;
  - d) Progressive Bulbar Palsy; or
  - e) Pseudo Bulbar Palsy,
- and limited to these conditions.
- The Diagnosis of Motor Neuron Disease must be made by a Specialist;
- xi) **"Paralysis"** shall mean the definite Diagnosis of the total loss of muscle function of two or more limbs as a result of injury or disease to the nerve supply of those limbs for a period of at least ninety (90) days following the precipitating event. The Diagnosis of paralysis must be made by a Specialist;
- xii) **"Loss of Limbs"** shall mean a definite Diagnosis of the complete severance of two or more limbs at or above the wrist or ankle joint as the result of an accident or medically required amputation. The Diagnosis of Loss of Limbs must be made by a Specialist;
- xiii) **"Multiple Sclerosis"** shall mean the definite Diagnosis of at least one of the following:
- a) Two or more separate clinical attacks confirmed by magnetic resonance imaging (MRI) of the nervous system, showing multiple lesions of demyelination; or
  - b) Well-defined neurological abnormalities lasting more than six (6) months, confirmed by MRI imaging of the nervous system, showing multiple lesions of demyelination; or
  - c) A single attack, confirmed by repeated MRI imaging of the nervous system, which shows multiple lesions of demyelination which have developed at intervals at least one month apart.
- The Diagnosis of Multiple Sclerosis must be made by a Specialist;
- xiv) **"Alzheimer's Disease"** shall mean the definite Diagnosis of a progressive degenerative disease of the brain. The Person Insured must exhibit the loss of intellectual capacity involving impairment of memory and judgement which results in a significant reduction in mental and social functioning such that the Person Insured requires a minimum of eight (8) hours of daily supervision. The Diagnosis of Alzheimer's Disease must be made by a Specialist. All other dementing organic brain disorders and psychiatric illnesses are excluded from coverage;
- xv) **"Parkinson's Disease"** shall mean the Diagnosis by a Physician certified as a neurologist of primary idiopathic Parkinson's Disease and characterized by the clinical manifestation of two or more of the following:

**VITAL LINK**  
**SCHEDULE OF INSURED CONDITIONS (cont'd)**

- a) Rigidity;
- b) Tremor; and
- c) Bradykinesis

All other types of Parkinsonism are excluded from coverage;

xvi) **"Blindness"** shall mean the definite Diagnosis of the total and irreversible loss of vision in both eyes, evidenced by:

- a) the corrected visual acuity being 20/200 or less in both eyes; or
- b) the field of vision being less than 20 degrees in both eyes.

The Diagnosis of Blindness must be made by a Specialist;

xvii) **"Deafness"** shall mean the definite Diagnosis of the total and irreversible loss of hearing in both ears, with an auditory threshold of 90 decibels or greater within the speech threshold of 500 to 3,000 hertz. The Diagnosis of Deafness must be made by a Specialist;

xviii) **"Loss of speech"** shall mean the definite Diagnosis of the total and irreversible loss of the ability to speak as the result of physical injury or disease for a period of at least one hundred and eighty (180) days. The Diagnosis of Loss of Speech must be made by a Specialist. All psychiatric related causes are excluded from coverage;

xix) **"Severe Burns"** shall mean the definite Diagnosis of third degree burns over at least 20% of the body surface. The Diagnosis of Severe Burns must be made by a Specialist;

xx) **"Coma"** shall mean the definite Diagnosis of a state of unconsciousness with no reaction to external stimuli or response to internal needs for a continuous period of at least 96 hours and for which period the Glasgow coma score must be 4 or less. The Diagnosis of Coma must be made by a Specialist. Medically induced comas, a coma which results directly from alcohol or drug use or a Diagnosis of brain death is excluded from coverage;

xxi) **"Occupational HIV Infection"** shall mean the definite Diagnosis of infection with Human Immunodeficiency Virus (HIV) resulting from an accidental injury during the course of the Person Insured's normal occupation which exposed the person to HIV contaminated body fluids. The accidental injury leading to the infection must have occurred after the later of the effective date of the Critical Illness Coverage, or the effective date of the last reinstatement of the Critical Illness Coverage. Payment under this Insured Condition requires satisfaction of ALL of the following:

- a) The accidental injury must be reported to the Company within 14 days of the accidental injury;
- b) A serum HIV test must be taken within 14 days of the accidental injury and the result must be negative;
- c) A serum HIV test must be taken between 90 and 180 days after the accidental injury and the result must be positive;
- d) All HIV tests must be performed by a duly licensed Canada or the United States;
- e) The accidental injury must have been reported, investigated and documented in accordance with current Canadian or United States workplace guidelines.

The Diagnosis of Occupational HIV infection must be made by a Specialist.

No Critical Illness Benefit will be payable if:

- a) The Person Insured has elected not to take any available licensed vaccine offering protection against HIV; or
- b) A licensed cure for HIV infection has become available prior to the accidental injury; or
- c) HIV infection has occurred as a result of non-accidental injury including, but not limited to, sexual transmission and intravenous (IV) drug use;

xxii) **"Benign Brain Tumour"** shall mean the definite Diagnosis of a non-malignant tumour located in the cranial vault and limited to the brain, meninges, cranial nerves or pituitary gland. The tumour must require surgical or radiation treatment or cause irreversible objective neurological deficit(s). The Diagnosis of Benign Brain Tumour must be made by a Specialist. Pituitary adenomas less than 10 mm are excluded from coverage.

A Critical Illness Benefit will NOT be payable for this Insured Condition if a Diagnosis of Benign Brain Tumour is made within the first ninety (90) days following the later of the effective date of the Critical Illness Coverage or the effective date of the last reinstatement date of the Critical Illness Coverage. A Critical Illness Benefit will NOT be payable if, within the first ninety (90) days following the later of the effective date of the Critical Illness Coverage or the effective date of the last reinstatement date of the Critical Illness Coverage the Person Insured has any signs, symptoms or investigations that lead to a Diagnosis of Benign Brain Tumour. Coverage for all other non-related Critical Illnesses will continue.

## VITAL LINK

### SCHEDULE OF INSURED CONDITIONS (cont'd)

If the Critical Illness Coverage was issued as a result of exercising a conversion privilege on a previously issued Critical Illness Coverage, the effective date that will apply to the ninety (90) day exclusion period for Benign Brain Tumour will be within the first ninety (90) days following the later of the effective date of the Critical Illness Coverage or the effective date of the last reinstatement of the previously issued Critical Illness Coverage

The Owner and all Persons Insured have an obligation to disclose any information to the Company about Benign Brain Tumours Diagnosed within the first ninety (90) days following the later of the effective date or the effective date of the last reinstatement of the Critical Illness Coverage. The Owner and all Persons Insured also have an obligation to disclose any information about signs, symptoms or investigations that lead to a Diagnosis of Benign Brain Tumour within the first ninety (90) days following the later of the effective date or the effective date of the last reinstatement of the Critical Illness Coverage.

The information must be disclosed to the Company, in writing, within six (6) months of Diagnosis. The Company has the right to deny ANY claim under the Critical Illness Coverage if there is a failure to disclose this information to the Company in the prescribed time and manner;

xxiii) **"Loss of Independent Existence"** shall mean the definite Diagnosis of the total inability to perform, by oneself, at least two (2) of the Activities of Daily Living (as defined below) or Cognitive Impairment (as defined below) for a continuous period of at least 90 days with no reasonable chance of recovery. The Diagnosis of Loss of Independent Existence must be made by a Specialist.

"Cognitive Impairment" is defined as mental deterioration and loss of intellectual ability, evidenced by deterioration in memory, orientation and reasoning, which are measurable and result from demonstrable organic cause as Diagnosed by a Specialist. The degree of Cognitive Impairment must be sufficiently severe as to require a minimum of 8 hours of daily supervision. Determination of a Cognitive Impairment will be made on the basis of clinical data and valid standardized measures of such impairments.

Activities of Daily Living are:

- a) Dressing - the ability to put on and remove necessary clothing including braces, artificial limbs or other surgical appliances;
- b) Transferring - the ability to move in and out of a bed, chair or wheelchair with or without the use of equipment;
- c) Feeding - the ability to consume food or drink that has already been prepared and made available; with or without the use of adaptive utensils;
- d) Toileting - the ability to get on and off the toilet, and maintain personal hygiene;
- e) Bladder and Bowel Continence - the ability to manage bowel and bladder function with or without protective undergarments or surgical appliances so that a reasonable level of hygiene is maintained;
- f) Bathing - the ability to wash oneself in a bathtub, shower or by sponge bath, with or without the aid of equipment.

A mental or nervous disorder without a demonstrable organic cause is excluded from coverage.

# VITAL LINK 100

## RETURN OF PREMIUM ON EXPIRY BENEFIT PROVISIONS

### RPE1 Return of Premium on Expiry Benefit

The Company will automatically pay to the Owner or, where permitted by law, to the beneficiary the Return of Premium on Expiry Benefit on the expiry date of the Vital Link 100 Critical Illness Coverage for the Person Insured, as shown on the most recent Data Page, provided that;

- i) the Vital Link 100 Critical Illness Coverage is in force; and
- ii) no claim for payment of a Critical Illness Benefit or a Non-Life Threatening Illness Benefit is pending on the expiry date.

The Return of Premium on Expiry Benefit will be equal to the sum of all premiums paid for the Vital Link 100 Critical Illness Coverage for the Person Insured excluding premiums for any additional benefits or riders on the policy.

If the Critical Illness Coverage was issued as a result of exercising a conversion privilege on a previously issued Critical Illness Coverage, and that Coverage included a Return of Premium on Expiry Benefit, the amount determined as the Return of Premium on Expiry Benefit will include the premiums paid for that Coverage.

### RPE2 Reduction in Coverage

The Owner may request, at any time, a reduction to the Vital Link 100 Critical Illness Sum Insured for the Person Insured by submitting a written request to the Head Office of the Company.

The premiums paid portion of the Return of Premium on Expiry Benefit will be reduced by the premiums attributable to any amounts of the Sum Insured that were previously reduced.

### RPE3 Termination Provision

Payment of the Return of Premium on Expiry Benefit will terminate these provisions and the Vital Link 100 Critical Illness Coverage for the Person Insured.

SAMPLE

## CRITICAL ILLNESS CONVERSION PROVISIONS

### CP1 Conversion Privilege

The Owner may exchange a Critical Illness Coverage on a Person Insured without any further evidence of the insurability of that Person Insured, provided that:

- i) the Coverage provides for a conversion privilege; and
- ii) the conversion privilege has not expired,

as shown on the most recent Data Page.

The following conditions for the new Critical Illness Coverage will apply:

- i) the new Critical Illness Coverage will become effective at the time of the exchange and will be selected from any level premium Critical Illness plan then being offered by the Company;
- ii) the Sum Insured for the new Critical Illness Coverage will not be greater than the Sum Insured specified on the most recent Data Page for the Critical Illness Coverage being exchanged;
- iii) the Non-Life Threatening Illness Benefit provision will not apply if a Non-Life Threatening Illness Benefit has been previously paid for the Person Insured;
- iv) the premium rates for the new Critical Illness Coverage will be those in effect at the time of the exchange, taking into account the Attained Insurance Age, and the original class of risk of the Person Insured; and
- v) the new Critical Illness Coverage will not provide any more extensive coverage than what is provided for in the provisions of this policy, unless the Company agrees to it in writing.

The new Critical Illness Coverage may include an Accidental Death and Dismemberment Provision if, at the time of the exchange, this provision is included in this policy for the Person Insured. The total of the Accidental Death and Dismemberment benefits cannot be greater than the Amount of Insurance for this benefit for the Person Insured as shown on the most recent Data Page.

The new Critical Illness Coverage may include a Waiver of Premium Provision if, at the time of the exchange, this provision is included in this policy for the Person Insured and the Person Insured is not then totally disabled, as defined in the Waiver of Premium provisions of this policy.

The Owner may exercise this conversion privilege by submitting a written application for conversion, the first premium due, and a request for termination of this Critical Illness Coverage to the Head Office of the Company.

# CHILDREN'S CRITICAL ILLNESS RIDER PROVISIONS

## Definitions

**"Person Insured"** shall mean the person identified as the Life Insured for this Children's Critical Illness Rider as shown on the most recent Data Page;

**"Child"** or **"Children"** shall mean any child, stepchild or legally adopted child of the Person Insured named in the application for this Rider and approved for coverage by the Company, and any additional child that meets the eligibility requirements as outlined in CCI1 Eligibility;

**"Critical Illness"** shall mean an Insured Condition as defined in CCI8 Insured Conditions;

**"Physician"** shall mean a medical doctor licensed and practising medicine in Canada, the United States, or other jurisdiction as approved by the Company. A Physician must be a person other than the Owner, the Person Insured or a relative or business associate of either;

**"Diagnosis"** shall mean the certified Diagnosis of a Critical Illness by a Physician. **"Diagnosed"** shall have a corresponding meaning. The Diagnosis must be based on a specific event occurring after the later of:

- i) the effective date; or
- ii) any reinstatement date of the Children's Critical Illness Rider; or
- iii) a defined period of time as noted for a Critical Illness;

**"Waiting Period"** shall mean the longer of thirty (30) days from the date of Diagnosis or a defined period of time as noted for a Critical Illness;

**"Insurance Age"** shall mean each Child's age as determined by his or her birthday nearest to the anniversary of the effective date of the Children's Critical Illness Rider;

For the purposes of this Children's Critical Illness Rider the term **"Life Insured"** as used in the General Provisions entitled "The Contract", "Incontestability" and "Reinstatement" shall include and mean each Child insured under this Rider.

## CCI1 Eligibility

A child born to the Person Insured at least 10 months after the effective date of the Children's Critical Illness Rider will be insured provided the child survives 30 days after birth.

A child born to the Person Insured less than 10 months after the effective date of the Children's Critical Illness Rider will be insured provided the child survives 30 days after birth and is not Diagnosed with a Critical Illness within 30 days of birth.

A stepchild or an adopted child may be added as a Child under this Rider provided:

- i) an application and medical evidence satisfactory to the Company is submitted; and

- ii) the Company approves the child for Critical Illness Coverage.

The effective date of coverage for such child will be the date the Company approves the coverage.

## CCI2 Sum Insured

The Critical Illness Sum Insured for each Child will be the amount of insurance for the Children's Critical Illness Rider as shown on the most recent Data Page.

## CCI3 Critical Illness Benefit

If a Child is Diagnosed with a Critical Illness, the Company will pay to the Owner or, where permitted by law, to the beneficiary provided the Critical Illness Benefit, provided the Rider is in force and the Child survives the Waiting Period. The Critical Illness Benefit is equal to the Sum Insured for the Children's Critical Illness Rider.

A Critical Illness Benefit will be paid on the Diagnosis of the first Critical Illness to occur for each Child. Payment of a Critical Illness Benefit will terminate the Critical Illness Coverage for that Child.

**The Critical Illness Benefit will not be payable for any illness or disorder not specifically defined as a Critical Illness in CCI8 Insured Conditions.**

## CCI4 Paid-Up Benefit

At the first to occur of:

- i) the date on which a Critical Illness Benefit for the Person Insured becomes payable under the terms of the Critical Illness Provisions, if applicable; or
- ii) the date of death of the Person Insured,

the Company will waive all future premiums due for this Children's Critical Illness Rider provided the Rider is in force at that time.

## CCI5 Exclusions

No benefit will be payable for either the Child or the Person Insured if a Critical Illness results either directly or indirectly from any one or more of the following causes:

- i) intentionally self-inflicted injuries, while sane or insane;
- ii) the illegal use of drugs or substances, the misuse of medication obtained with or without a prescription, or the misuse of alcohol; or
- iii) any violation of, or attempt to violate, any criminal laws.

No benefit will be payable for either the Child or the Person Insured for:

- i) any Critical Illness Diagnosed prior to the effective date;
- ii) child abuse or neglect or any criminal act; or
- iii) any illness, condition, or surgery specifically excluded for a Critical Illness.



## CHILDREN'S CRITICAL ILLNESS RIDER PROVISIONS (cont'd)

The Critical Illness Benefit will not be payable for any illness or disorder not specifically defined as a Critical Illness in CCI8 Insured Conditions.

### CCI6 Termination of Coverage for a Child

The Critical Illness Coverage for a Child will terminate on the Policy Anniversary nearest that Child's Insurance Age 21 or, if the Child is a full time student and is wholly dependent on the Person Insured, on the Policy Anniversary nearest that Child's Insurance Age 25.

### CCI7 Proof of Claim

Initial written notice of a claim for the Critical Illness Benefit must be received by the Company, at its Head Office, within six (6) months of the date of the Diagnosis or surgery.

Proof of claim satisfactory to the Company must be provided prior to the payment of any benefits.

The Company reserves the right to require examination of the Child or Person Insured by a Company appointed Physician and any additional requirements necessary to confirm the Diagnosis.

### CCI8 Insured Conditions

A Critical Illness Benefit for a Child will be payable on the first to occur of the following Insured Conditions:

- i) **"Life Threatening Cancer"** shall mean the Diagnosis of a tumour characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. This includes leukemia, Hodgkin's disease, and non-melanoma skin cancer that has metastasized to distant organs.

The following forms of cancer are excluded from coverage:

- a) Carcinoma in situ;
- b) Pre-malignant lesions, benign tumours or polyps;
- c) Any skin cancer other than malignant melanoma into the dermis or deeper (greater than stage 1A);
- d) Any tumour in the presence of any Human Immunodeficiency Virus (HIV).

A Critical Illness Benefit will NOT be payable for Life Threatening Cancer or any Critical Illness related to cancer if a Diagnosis of any type of cancer (whether covered or excluded) is made within ninety (90) days of the effective date or any reinstatement date of a Child's Critical Illness Coverage. A Critical Illness Benefit will NOT be payable if, within ninety (90) days of the effective date or any reinstatement date of a Child's Critical Illness Coverage, any signs or symptoms of medical problems, or medical consultations or tests commenced and resulted in the

Diagnosis of any type of cancer (whether covered or excluded). Coverage for all other non-related Critical Illnesses will continue.

The Owner and all Persons Insured have an obligation to disclose any information to the Company about cancers Diagnosed within ninety (90) days of the effective date or any reinstatement date of the Children's Critical Illness Rider. The Owner and all Person's Insured also have an obligation to disclose any information about:

- a) signs or symptoms of medical problems; and
- b) medical consultations or tests

that commenced within ninety (90) days of the effective date or any reinstatement date of the Children's Critical Illness Rider and results in the Diagnosis of any type of cancer.

The information must be disclosed to the Company, in writing, within six (6) months of Diagnosis. The Company has the right to deny ANY claim under the Children's Critical Illness Rider for that Child if there is a failure to disclose this information to the Company in the prescribed time and manner;

- ii) **"Specific Congenital Defects"** shall mean Diagnosis by a Physician certified as a pediatric cardiologist of specific congenital cardiac defects causing cyanosis (poor blood oxygenation) and Diagnosed by the following conditions:

- a) atresias of the heart;
- b) transposition of the great arteries;
- c) truncus arteriosus;
- d) total anomalous pulmonary venous drainage; or
- e) tetralogy of fallot.

All other congenital cardiac conditions are excluded from coverage;

- iii) **"Cerebral Palsy"** shall mean a definitive Diagnosis of definite Cerebral Palsy, a non-progressive neurological defect characterized by spasticity and incoordination of movements;
- iv) **"Down's Syndrome"** shall mean an unequivocal Diagnosis of Down's Syndrome supported by chromosomal evidence of Trisomy 21;
- v) **"Cystic Fibrosis"** shall mean an unequivocal Diagnosis of Cystic Fibrosis which is a hereditary disorder affecting the exocrine glands, resulting in chronic lung disease and pancreatic insufficiency;
- vi) **"Muscular Dystrophy"** shall mean an unequivocal Diagnosis of Muscular Dystrophy, characterized by well defined neurological abnormalities, confirmed by electromyography and muscle biopsy;

## CHILDREN'S CRITICAL ILLNESS RIDER PROVISIONS (cont'd)

- vii) **"Diabetes Type 1"** shall mean the Diagnosis of Type 1 Diabetes Mellitus (formerly known as insulin dependant Diabetes Mellitus or "Brittle Diabetes"), characterized by absolute insulin deficiency and continuous dependence on exogenous insulin for survival. The Diagnosis must be made by a qualified pediatrician or endocrinologist and evidence of dependence on insulin for a minimum of three (3) months will be required;
- viii) **"Autism"** shall mean an organic defect in brain development characterized by failure to develop communicative language or other forms of social communication, with the Diagnosis confirmed by a specialist;
- ix) **"Renal Failure"** shall mean the Diagnosis of the irreversible failure of both kidneys, which necessitates treatment by regular peritoneal dialysis or hemodialysis or kidney transplantation;
- x) **"Transplant of a Vital Organ"** shall mean the undergoing of surgery, as a recipient by transplant of any of the following organs or tissues: heart, liver, lung, kidney, or bone marrow;
- xi) **"Failure of a Vital Organ Requiring Transplant"** shall mean the irreversible failure of the heart, liver, bone marrow, both lungs or both kidneys requiring receipt of a transplant of that organ or tissue, resulting in the Child being accepted into a recognized transplant program in Canada or the United States. The Child must survive at least thirty (30) days following the date of enrolment into the transplant program;
- xii) **"Blindness"** shall mean the Diagnosis by a Physician certified as an ophthalmologist of permanent loss of sight in both eyes, with the corrected visual acuity being less than 20/200 or the field of vision must be less than 20 degrees in both eyes;
- xiii) **"Deafness"** shall mean the Diagnosis by a Physician certified as an otolaryngologist of permanent loss of hearing in both ears, with an auditory threshold of more than 90 decibels within the speech threshold of 500 to 3,000 cycles per second;
- xiv) **"Paralysis"** shall mean the Diagnosis of the complete and permanent loss of the use of two or more limbs through paralysis for a continuous period of ninety (90) days or more during which there are no signs of improvement, as confirmed by a Physician. All psychiatric related causes are excluded from coverage;

- xv) **"Benign Brain Tumour"** shall mean a benign tumour arising from the brain or meninges. The histologic nature of the tumour must be confirmed by examinations of tissue (biopsy or surgical excision). Tumours of the bony cranium and pituitary microadenomas (less than 10 mm in diameter) are excluded from coverage.

A Critical Illness Benefit will NOT be payable for this Insured Condition if a Diagnosis of Benign Brain Tumour is made within ninety (90) days of the effective date or any reinstatement date of a Child's Critical Illness Coverage. A Critical Illness Benefit will NOT be payable if, within ninety (90) days of the effective date or any reinstatement date of the Child's Critical Illness Coverage, any signs or symptoms of medical problems, or medical consultations or tests commenced and resulted in the Diagnosis of Benign Brain Tumour. Coverage for all other non-related Critical Illnesses will continue.

The Owner and all Persons Insured have an obligation to disclose any information to the Company about Benign Brain Tumours Diagnosed within ninety (90) days of the effective date or any reinstatement date of the Children's Critical Illness Rider. The Owner and all Persons Insured also have an obligation to disclose any information about:

- i) signs or symptoms of medical problems; and
- ii) medical consultations or tests

that commenced within ninety (90) days of the effective date or any reinstatement date of the Children's Critical Illness Rider and results in the Diagnosis of Benign Brain Tumour.

The information must be disclosed to the Company, in writing, within six (6) months of Diagnosis. The Company has the right to deny ANY claim under the Children's Critical Illness Rider for that Child if there is a failure to disclose this information to the Company in the prescribed time and manner.

# ACCIDENTAL DEATH AND DISMEMBERMENT PROVISION

## ADD1 Benefits Provided

Upon receipt at its Head Office of due proof that the Life Insured suffered bodily injury caused solely by external, violent, and accidental means, and, provided that within 365 days after the date of the accident and prior to termination of this provision in accordance with its terms, such bodily injury resulted, directly and independently of all other causes, in any one of the losses listed below, the Company shall pay, subject to the conditions of this provision, the amount set opposite such loss.

FOR LOSS OF:	BENEFIT PAYABLE
Life	Amount of Insurance
Both Hands, or Both Feet, or Both Eyes	Amount of Insurance
One Hand and One Foot, or one Hand and One Eye, or One Foot and One Eye	Amount of Insurance
Use of Upper and Lower Limbs (Quadraplegia)	Amount of Insurance
One Leg, or One Arm, or use of Both Arms (Paraplegia Superior), or use of Both Legs (Paraplegia)	Three Quarters of the Amount of Insurance
One Hand, or One Foot, or One Eye, or Use of Upper and Lower Limbs on One Side of Body (Hemiplegia)	One Half of the Amount of Insurance

The Amount of Insurance shall be the total of the amounts shown for the Life Insured on the Data Page for Accidental Death and Dismemberment then in force.

Only one of the amounts stated above shall be paid for such losses from any one accident. The total cumulative amount of benefit paid under this provision for all accidents shall not exceed the Amount of Insurance.

Loss shall mean:

- (1) with respect to hands or feet, complete severance at or above the wrist or ankle joints;
- (2) with respect to eyes, entire and irrecoverable loss of sight thereof beyond remedy by surgical or other means;
- (3) with respect to arms and legs, complete severance at or above the elbow or knee joints.

Loss of use shall mean, with respect to arms and legs, total loss of the ability to perform each and every action and service the arm, or leg, was able to perform before the accident occurred. Loss of use must be entire and irrecoverable.

## ADD2 Terms of Payment

The amount of the benefit payable under this provision in the event of loss of life shall be paid as part of the proceeds of this policy and shall be in addition to any other benefits as may be elsewhere provided in this policy. The amount of the benefit payable in the event of losses, other than loss of life, sustained by the Life Insured shall be paid to the Owner or, where permitted by law, to the beneficiary of the benefit.

## ADD3 Risks Not Assumed

The benefits payable under ADD1 Benefits Provided shall not be provided if the losses sustained by the Life Insured resulted, either directly or indirectly, from any one or more of the following causes:

- (1) suicide or intentionally self-inflicted injuries, while sane or insane;
- (2) any violation of the criminal law by the Life Insured;
- (3) bodily or mental infirmity or illness or disease of any kind, or medical or surgical treatment therefor;
- (4) injuries of which there is no visible contusion or wound on the exterior of the body, other than drowning and internal injuries revealed by autopsy;
- (5) drugs, poison or poisonous substances, gas or fumes, voluntarily or otherwise taken, administered or inhaled;
- (6) riot, insurrection, war or hostilities of any kind, or any act incident thereto whether war be declared or not and whether or not the Life Insured was participating therein;
- (7) service, travel or flight in or descent from any species of aircraft in which the Life Insured;
  - (a) is making the flight for the purpose of aeronautical instruction; or
  - (b) is making the flight for the purpose of instructing, taking instruction or participating in sky-diving; or
  - (c) has any duties whatever in relation to the aircraft or the flight therein;
- (8) bodily injury suffered prior to the effective date of this provision;
- (9) bodily injuries sustained while operating any motorized vehicle or vessel, if, at the time of suffering such injuries, the Life Insured's blood contained in excess of 80 milligrams of alcohol per 100 millilitres of blood.

## ADD4 Proof of Claim

Affirmative proof of loss on which a claim may be based must be satisfactory to the Company and furnished to the Company not later than 90 days after such loss is sustained. The Company shall have the right and opportunity to examine the Life Insured and in the event of loss of life to make an autopsy, before making any payment under this provision.

## ACCIDENTAL DEATH AND DISMEMBERMENT PROVISION (cont'd)

### ADD5 Premiums

The annual premium payable in respect of this accidental death and dismemberment provision is included in the total annual premium specified for this policy on the Schedule of Premiums Page.

### ADD6 Termination of Provision

This accidental death and dismemberment provision shall terminate:

- (a) if this policy is surrendered or lapses or is converted to any form of paid-up insurance; or

- (b) upon maturity or expiry of this policy; or
- (c) at the date specified on the Data Page for the expiry of this provision; or
- (d) upon receipt at the Head Office of the Company of written request for termination.

whichever shall first occur.

The benefits of this provision shall no longer be provided and premiums therefor shall no longer fall due after this provision is thus terminated.

SAMPLE

# WAIVER OF PREMIUM PROVISION

## WP1 Definitions

For the purposes of this provision, the term "**Person Insured**" shall mean the person, or either of the persons, identified on the Data Page as a Life Insured for the Waiver of Premium Provision.

Wherever used in this waiver of premium provision "**total disability**" shall mean a state of incapacity resulting from bodily injury, illness or disease which wholly prevents the Person Insured from engaging for remuneration or profit in any occupation or business or performing any work for which the Person Insured is reasonably suited by education, training or experience and "**totally disabled**" shall have a corresponding meaning.

## WP2 Benefits Provided

Upon receipt at its Head Office of due proof that the total disability of the Person Insured commenced while this provision was in force and before the date specified on the Data Page for the expiry of this provision, and that such total disability had continued without interruption for a period of four or more months, the Company shall, subject to the conditions of this policy, waive the payment of each premium in respect of this policy which falls due after the commencement and during the continuance of such total disability:

- (i) provided that the total disability of the Person Insured commenced prior to the policy anniversary nearest the Person Insured's sixtieth birthday; or
- (ii) until the policy anniversary nearest the Person Insured's sixty-fifth birthday provided that the total disability of the Person Insured commenced prior to the policy anniversary nearest the Person Insured's sixty-third birthday and after the policy anniversary nearest the Person Insured's sixtieth birthday; or
- (iii) for a period of two years provided that the total disability of the Person Insured commenced prior to the policy anniversary nearest the Person Insured's sixty-fifth birthday and after the policy anniversary nearest the Person Insured's sixty-third birthday.

If a premium (other than a monthly premium) has been paid covering a period with respect to which the Person Insured was totally disabled, the Company will waive a prorata portion of such premium. A refund for such waiver will be made not later than 60 days after the first policy anniversary following eligibility for such waiver, or at the end of the total disability if earlier.

Notwithstanding the above, no premium payment shall be waived which fell due more than one year prior to receipt of proof of such total disability.

Premium payments, if any, shall be waived according to the mode of premium payment in force at the commencement of total disability and the effect of the waiver shall be the same as if such premium had been paid in cash. The waiver of a premium payment shall in no way affect any amounts payable by the Company as elsewhere provided in this policy.

Upon termination of total disability a premium payment of a prorata portion of the policy premium to the next premium due date shall be due to the Company.

## WP3 Exclusions

Premium payments shall not be waived in accordance with WP2 Benefits Provided if such total disability resulted, directly or indirectly, from any one or more of the following causes:

- (a) intentionally self-inflicted injuries;
- (b) any violation of the criminal law by the Person Insured;
- (c) the illegal or illicit use of drugs or substances or the misuse of medication obtained with or without prescription or the misuse of alcohol;
- (d) pregnancy, childbirth or miscarriage;
- (e) riot, insurrection, war or hostilities of any kind whether war be declared or not and whether or not the Person Insured was participating therein.

If the Person Insured was less than sixteen years of age on the Policy Date shown on the Data Page, then premium payments shall not be waived under this provision unless the total disability commenced after:

- (i) the policy anniversary nearest the Person Insured's twenty-first birthday; or
- (ii) the date the Person Insured becomes the legal owner of this policy.

whichever shall first occur.

## WP4 Continuance of Total Disability

The Company shall require proof of the continuance of total disability of the Person Insured from time to time following receipt of written notice and due proof of such total disability. Proof of continuance of total disability may include medical examination by a physician designated by the Company. If such proof shall not be furnished when required or if total disability ceases, premium payments shall no longer be waived and premiums shall become due and payable in accordance with the terms of this policy unless the Person Insured shall again become totally disabled in which event the Person Insured shall again be entitled to the benefits of this provision subject to all its terms and conditions as if no prior disability had existed.

## WAIVER OF PREMIUM PROVISION (continued)

### WP5 Premiums in Default

The annual premium payable in respect of this waiver of premium provision is included in the total annual premium for this policy as specified on the Schedule of Premiums Page. If written notice and due proof of total disability is received at the Head Office of the Company at a time when a policy premium is in default, the payment of such premium shall be waived by the Company only if:

- (a) notice and due proof of claim is received within one year of the due date of the first such premium in default; and
- (b) the total disability for which claim is made commenced before the policy lapsed and ceased to be in force; and
- (c) total disability was continuous from the date the policy lapsed and ceased to be in force,

provided that if total disability commenced on or after the due date of the first such premium in default and before the policy lapsed and ceased to be in force, such premium in default together with interest thereon must be paid to the Company.

### WP6 Termination of Provision

This waiver of premium provision shall terminate:

- (a) if this policy is surrendered or lapses or is converted to any form of paid-up insurance; or
- (b) upon maturity or expiry of this policy; or
- (c) at the date specified on the Data Page for the expiry of this provision; or
- (d) at the date of death of the Person Insured,

whichever shall first occur.

The benefits of this provision shall no longer be provided and premiums therefor shall no longer fall due after this provision is thus terminated.

SAMPLE