

# Understanding the Personal Accident Disability Insurance and Cash Hospital Contract: Annotated Sample Contract



# Annotated Sample Contract

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# General Information

**Note: This Annotated Policy Specimen is meant to be a guide to help answer policy specific questions. Please advise your client to read their policy carefully including limitations specific to each plan and rider.**



**THE MANUFACTURERS LIFE INSURANCE COMPANY**  
 Personal Accident Department  
 2 Queen St. E., P.O. Box 4213, Stn A, Toronto, ON M5W 5M3  
 Toll Free Tel: 1-888-477-5450 / Toll Free Fax: 1-800-521-2396

## POLICY SUMMARY

Policy Number: S1000001

Primary Insured: HENRY JONES

Policy Effective Date: June 1, 2010

COVERAGE	EFFECTIVE DATE	EXPIRY DATE
24 Hour Compensation (P)	June 1, 2010	June 1, 2050
24 Hour Compensation (E)	June 1, 2010	June 1, 2030
24 Hour Accident Disability Extension (3)	June 1, 2010	June 1, 2025
24 Hour Accident Disability Extension	June 1, 2010	June 1, 2025
Non-Occupational Loss of Income	June 1, 2010	June 1, 2030
Non-Occupational Accident Disability Extension (3)	June 1, 2010	June 1, 2025
Non-Occupational Accident Disability Extension	June 1, 2010	June 1, 2025
Sickness Disability (R)	June 1, 2010	June 1, 2030
Sickness Disability (E)	June 1, 2010	June 1, 2030
Sickness Disability Extension (3)	June 1, 2010	June 1, 2025
Sickness Disability Extension (65)	June 1, 2010	June 1, 2025
Cash Hospital	June 1, 2010	June 1, 2050
Sickness Hospitalization	June 1, 2010	June 1, 2050
Accidental Death	June 1, 2010	June 1, 2025
Accidental Death and Dismemberment	June 1, 2010	June 1, 2050
Accident Excess Medical	June 1, 2010	June 1, 2050
Return of Premium	See Page P291	See Page P291
Return of Premium on Death	See Page P292	See Page P292

Total Annual Premium: \$1,005.56  
 Total Monthly Premium: \$96.25

Return of Premium and Return of Premium on Death coverage options have been applied for. Some coverage under this policy may not include these options. Please see the Benefit Schedules on Pages P291 and P292 for complete details.

In consideration of the application for this policy, the payment of the premium due on the Policy Effective Date and the payment of all subsequent premiums when due, The Manufacturers Life Insurance Company (hereinafter called the "Company") agrees to pay the benefits stated in this policy, subject to all of its terms, conditions, limitations, exclusions and other provisions.

### Notice of Right to Examine Policy

Please read this policy as soon as it is received. If for any reason the Primary Insured is not satisfied with this policy, it may be returned to the Head Office of the Company within 10 days of receipt. The policy will be then deemed to have never been in effect and all money paid will be promptly refunded.

Page numbers included in this policy: (P) 115, 126, 123, 121, 118, 127, 122, 164, 162, 165, 167, 140, 170, 180, 230, 260, 291, 292, 310, 515, 526, 523, 521, 518, 527, 522, 562, 565, 567, 540, 570, 581, 630, 660, 591, 592, 710, 750



Date: June 1, 2010  
 Toronto, Ontario

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**1 Throughout the policy specimen, the "Company" refers to The Manufacturers Life Insurance Company.**

# Cash Hospital Plan

Cash Hospital is designed to provide Guaranteed to Issue Hospital coverage to anyone with no eligibility questions, no integration of benefits, and no medical or financial underwriting. The Cash Hospital Plan is available to individuals, their spouse, their dependents and families providing a daily benefit for hospitalization costs as a result of an accident or sickness. This plan is available in addition to other disability coverage including GHIP and other health or travel insurance. It is a great alternative to sickness insurance or travel insurance for your medically uninsurable clients because it is guaranteed to issue.

Coverage is available from age 18 through 80 for Primary Insured and Spouse, and covers children up to 21 years of age or until the age of 25 if still in school full-time. And it is guaranteed renewable to age 90!

Cash Hospital benefits are payable beginning on the first day of hospitalization in the amounts illustrated in the applicable benefit schedule. Manulife Financial will require proof to support a claim for benefits under this coverage.

## Benefit Schedule: Cash Hospital

CASH HOSPITAL BENEFIT SCHEDULE	
<b>PRIMARY INSURED</b>	Issue Age: ?? <span style="float: right;">Expiry Age: 90 <b>2</b></span>
<b>Type of Benefit</b>	<b>Outline of Coverage</b>
REGULAR DAILY HOSPITALIZATION due to Accident or Sickness	\$???? per day for a maximum of 365 days. <b>3</b>
SUPPLEMENTARY DAILY HOSPITALIZATION in an Intensive Care Unit, or due to Cancer or Heart Attack, or if Hospitalized outside Canada	\$???? per day for a maximum of 30 days payable in addition to the Regular Daily Hospitalization Benefit.
CONVALESCENCE	\$???? per day, after discharge from Hospital while Totally Disabled, for a maximum of: 3 days for 1 day in Hospital; 6 days for 2 consecutive days in Hospital; 9 days for 3 consecutive days in Hospital; 12 days for 4 consecutive days in Hospital; 14 days for 5 to 14 consecutive days in Hospital; 30 days for 15 or more consecutive days in Hospital.
<b>SPOUSE</b>	Issue Age: ?? <span style="float: right;">Expiry Age: 90</span>
<b>Type of Benefit</b>	<b>Outline of Coverage</b>
REGULAR DAILY HOSPITALIZATION due to Accident or Sickness	\$???? per day for a maximum of 365 days.
SUPPLEMENTARY DAILY HOSPITALIZATION in an Intensive Care Unit, or due to Cancer or Heart Attack, or if Hospitalized outside Canada	\$???? per day for a maximum of 30 days payable in addition to the Regular Daily Hospitalization Benefit.
CONVALESCENCE	\$???? per day, after discharge from Hospital while Totally Disabled, for a maximum of: 3 days for 1 day in Hospital; 6 days for 2 consecutive days in Hospital; 9 days for 3 consecutive days in Hospital; 12 days for 4 consecutive days in Hospital; 14 days for 5 to 14 consecutive days in Hospital; 30 days for 15 or more consecutive days in Hospital.
<b>DEPENDENT CHILD</b>	
<b>Type of Benefit</b>	<b>Outline of Coverage</b>
REGULAR DAILY HOSPITALIZATION due to Accident or Sickness	<b>4</b> 50% of the Regular Daily Hospitalization Benefit for the Primary Insured per day for a maximum of 365 days.
SUPPLEMENTARY DAILY HOSPITALIZATION in an Intensive Care Unit, or due to Cancer or Heart Attack, or if Hospitalized outside Canada	50% of the Supplementary Daily Hospitalization Benefit for the Primary Insured per day for a maximum of 30 days payable in addition to the Regular Daily Hospitalization Benefit.
CONVALESCENCE	50% of the Primary Insured's daily Convalescence benefit, after discharge from Hospital while Totally Disabled, for a maximum of: 3 days for 1 day in Hospital; 6 days for 2 consecutive days in Hospital; 9 days for 3 consecutive days in Hospital; 12 days for 4 consecutive days in Hospital; 14 days for 5 to 14 consecutive days in Hospital; 30 days for 15 or more consecutive days in Hospital.
<b>Note:</b> This Cash Hospital Benefit Schedule is only an outline of the benefits provided by this policy. Please refer to the Cash Hospital section of this policy for complete benefit details.	

**2** Cash Hospital coverage expires at age 90!

**3** Your client can choose their benefit amount – \$20 to \$100 per day hospitalization benefits.

**4** The maximum Daily benefit is limited to 50% of the Primary Insured's benefit for Dependents

# Benefit Provisions: Cash Hospital

## CASH HOSPITAL

### 1. DEFINITIONS

Whenever used in this Cash Hospital Coverage or any amendment thereto:

**Cancer** means a disease manifested by the presence of malignant tumors characterized by the uncontrolled growth and spread of malignant cells and invasion of tissue. The term cancer includes leukemia, Hodgkin's Disease and all skin cancers, except basal cell and squamous cell. Diagnosis must be made by a Physician and supported by clinical, histological and laboratory evidence.

**Convalescence**, means the period of recovery following active treatment in Hospital. This period of recovery can take place in a Hospital, a convalescent Hospital or other similar establishment, or in the home.

**Heart Attack** means death of a portion of the heart muscle as a result of inadequate blood supply as diagnosed by a Physician. The criteria upon which the diagnosis will be based are:

- a history of typical chest pains,
- new electrocardiograph (ECG) changes, or
- elevation of cardiac enzymes.

**Specific Hospitalization or Specifically Hospitalized** means admitted to an intensive care unit in a Hospital, Hospitalized outside of Canada, or Hospitalized as a result of Cancer or Heart Attack.

**5 Total Disability or Totally Disabled** means the Insured Person, due to a medically determinable Injury or Sickness, is under the regular care and attendance of a Physician, is following the recommended treatment and;

- if Employed** at the time the Injury or Sickness occurred, is wholly and continually unable to engage in any occupation or employment for compensation for which he or she is reasonably fitted by education, training or experience; or
- if not Employed** at the time the Injury or Sickness occurred, is wholly and continually unable to perform any of his or her routine daily activities.

### 2. ELIGIBILITY

Cash Hospital Coverage can be issued only on an individual aged 18 through 80.

### 6 3. REGULAR DAILY HOSPITALIZATION BENEFIT

If an Insured Person is Hospitalized within 90 days of an Accident, due to Injury sustained in that Accident, or is Hospitalized as a result of Sickness, and that Accident occurred or the Sickness arose while coverage was in effect, the Company will pay the Regular Daily Hospitalization Benefit specified in the Cash Hospital Benefit Schedule.

Regular Daily Hospitalization Benefits are payable from the first day of Hospitalization up to a maximum of 365 days or until the Insured Person ceases to be Hospitalized, whichever occurs first.

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### 4. SUPPLEMENTARY DAILY HOSPITALIZATION BENEFIT

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If an Insured Person is Specifically Hospitalized within 90 days of an Accident, due to Injury sustained in that Accident, or is Hospitalized as a result of a Sickness, and that Accident occurred or the Sickness first arose while coverage was in effect, the Company will pay, in addition to the Regular Daily Hospitalization Benefit, the Supplementary Daily Hospitalization Benefit specified in the Cash Hospital Benefit Schedule.

Supplementary Hospitalization Benefits are payable from the first day of Specific Hospitalization up to a maximum of 30 days or until the Insured Person ceases to be Specifically Hospitalized, whichever occurs first.

### 5. CONVALESCENCE BENEFIT

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If an Insured Person is Hospitalized within 90 days of an Accident, due to Injury sustained in that Accident, or is Hospitalized as a result of Sickness, and that Accident occurred or the Sickness arose while coverage was in effect, the Company will pay, in addition to any other amounts payable, the Convalescence Benefit specified in the Cash Hospital Benefit Schedule for each day the Insured Person remains Totally Disabled following discharge from Hospital, or for a period of up to 30 days, whichever occurs first.

### 6. RECURRENT HOSPITALIZATION

If an Insured Person is Hospitalized:

- within the 6 month period following discharge from Hospital, for a condition for which benefits have been paid under this coverage, any subsequent Hospitalization which results from or is contributed to by the same condition, shall be considered a continuation of the same Hospitalization;
- 6 or more consecutive months following discharge from Hospital, for a condition for which benefits have been paid under this Coverage, any subsequent Hospitalization shall be considered a new period of Hospitalization.

### 7. EXCLUSIONS

No benefits will be payable under this Cash Hospital Coverage, if the Disability, Accident, Injury, Sickness, Hospitalization or Specific Hospitalization results directly or indirectly, in whole or in part from:

- suicide or intentionally self-inflicted Injury, whether sane or insane;
- committing or attempting to commit a criminal offense, or while in prison;
- the misuse of medication, or the abuse of drugs or intoxicants, or from having a blood alcohol level of 80 mg. of alcohol per 100 ml. of blood;
- participation as a paid professional in sports, or participation in any organized motorized contest of speed, or other hazardous activities such as, scuba

### 8. LIMITATIONS

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The maximum daily benefit payable under this or any other Cash Hospital Coverage issued by the Company shall not exceed \$100.00 per day for Regular Daily Hospitalization, Convalescence, or Supplementary Daily Hospitalization of the Primary Insured, or a Spouse.

The maximum daily benefit payable for a Dependent Child shall not exceed \$50.00 per day for Regular Daily Hospitalization, Convalescence, or Supplementary Daily Hospitalization.

- diving, rock or cliff climbing, boxing, parachuting, skydiving, hang gliding, or bungee jumping;
- air travel, other than as a fare-paying passenger in a certified commercial aircraft;
- elective Medical Treatment;
- riots, civil unrest, war or any act of war, whether declared or not, or as the result of participation full or part time in any armed forces of any country, government or international organization;
- a Pre-Existing Condition during the 12 month period immediately following the Effective Date for this Cash Hospital Coverage;
- pregnancy, childbirth or voluntary abortion except for complications during pregnancy which are life threatening;
- mental, nervous or emotional disorders; or

- a condition which arose out of Acquired Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), or AIDS Related Complex (ARC), if the condition first manifested itself prior to the Effective Date.

**5 The Cash Hospital Convalescence Benefit has an any occupation Total Disability definition due to accident or sickness.**

**6 Your client can claim Daily Hospitalization benefits of up to \$100 per day for up to 365 days.**

**7 If your client is hospitalized for a heart attack, cancer or in the ICU, he/she will receive daily Supplementary Hospitalization benefits for up to 30 days in addition to the Daily Benefit.**

**8 If your client remains disabled after discharge from the hospital, he/she will receive Daily Convalescence benefits at a ratio of 3 to 1 for each day of hospital stay.**

**9 If your client selects coverage for his/her dependants, the maximum Daily benefit is limited to 50% of the Primary Insured's benefit.**

# Personal Accident Disability Insurance Coverage: 24 Hour Compensation Plan

Full time. Part time. Retired. At school. Running a business. No matter how your client spends their day, Personal Accident Disability Insurance can help them by providing a monthly benefit to pay for expenses or replace lost income if injury or sickness prevents them from performing their day-to-day activities, whatever those activities may be. This helps ensure your client (and his or her family) is protected during these difficult times.

Designed to provide Guaranteed to Issue Accident coverage provided the client satisfies two (2) qualifying questions. Available to non-working (students, at-homes, unemployed, seniors) and working (full or part-time employees, or self-employed) individuals age 5-80. There are no totally uninsurable occupations. Optional coverage is also available to allow your client to customize his or her coverage to suit their needs including sickness coverage which is subject to underwriting.

Personal Accident coverage is payable monthly in arrears in the amounts illustrated in the applicable benefit schedules after the chosen elimination period is satisfied. Any benefit payable for less than a month will be paid at the rate of one thirtieth of the applicable monthly benefit amount for each day of disability.

Manulife Financial may require proof to support a claim for benefits under this policy. We may require copies of income tax returns filed with Revenue Canada or independently prepared financial statements for your client's business.

## Benefit Schedule: 24 Hour Compensation Plan

24 HOUR COMPENSATION (P) BENEFIT SCHEDULE	
<b>PRIMARY INSURED</b>	Issue Age: ?? <span style="float: right;">Expiry Age: 90 <b>10</b></span>
<b><u>Type of Benefit</u></b>	<b><u>Outline of Coverage</u></b>
ACCIDENT TOTAL DISABILITY	\$???? payable per month from ??? day of Total Disability for a maximum of 24 months. The aggregate maximum monthly benefit amount payable at age 70 and over is \$1,000.
ACCIDENT PARTIAL DISABILITY	50% of the monthly Accident Total Disability Benefit, payable from ??? day of Partial Disability for a maximum of 6 months.
ASSUMED DISABILITY	100% of the monthly Accident Total Disability Benefit payable from 1st day of deemed Total Disability for a maximum of 24 months. The aggregate maximum monthly benefit amount payable at age 70 and over is \$1,000.
REHABILITATION	maximum of up to 3 times the monthly Accident Total Disability Benefit.
AMBULANCE	up to \$100 payable per Accident.
ACCIDENT HOSPITALIZATION	\$100 payable per day to a maximum of 365 days per Accident.
ACCIDENTAL DEATH	\$10,000 increasing by \$1,000 at the end of every 12 month period, to a maximum of \$20,000. The maximum benefit amount at age 70 and over is \$10,000.
DEATH WHILE IN RECEIPT OF BENEFITS	3 times the last payable monthly Accident Disability Benefit.

**10 Coverage available on a Primary Insured basis only to age 90!**

# Benefit Provisions: 24 Hour Compensation Plan

## 24 HOUR COMPENSATION (P)

### 1. DEFINITIONS

Whenever used in this 24 Hour Compensation (P) Coverage or any amendment thereto:

**Partial Disability or Partially Disabled** means the Primary Insured, as a result of a medically determinable Injury, is under the regular care and attendance of a Physician, is following the recommended treatment and;

- a) **if Employed** at the time the Injury occurred, is prevented from working full time and/or performing one or more of the important duties of his or her regular occupation for full salary/wages; or
- b) **if not Employed** at the time the Injury occurred, is unable to perform a significant number of his or her routine daily activities.

**Total Disability or Totally Disabled** means the Primary Insured, as a result of a medically determinable Injury, is under the regular care and attendance of a Physician, is following the recommended treatment and;

- a) **if Employed** at the time the Injury occurred, is wholly and continually unable to engage in his or her own occupation and is not gainfully employed in any occupation for compensation; or.
- b) **if not Employed** at the time the Injury occurred, is wholly and continually unable to perform most of his or her routine daily activities.

### 2. ELIGIBILITY

24 Hour Compensation (P) can be issued only on a Primary Insured aged 5 through 80.

### 11 3. ACCIDENT TOTAL DISABILITY BENEFIT

If the Primary Insured becomes Totally Disabled within 90 days of an Accident, due to Injury sustained in that Accident, which occurred while coverage was in effect, the Company will pay the monthly benefit specified in the 24 Hour Compensation (P) Benefit Schedule.

Benefits are payable for a maximum of 24 months or until the Primary Insured ceases to be Totally Disabled, whichever occurs first.

### 4. ACCIDENT PARTIAL DISABILITY BENEFIT

If the Primary Insured becomes Partially Disabled within 90 days of an Accident, due to Injury sustained in that Accident, which occurred while coverage was in effect, the Company will pay the monthly benefit specified in the 24 Hour Compensation (P) Benefit Schedule.

12 Benefits are payable for a maximum of 6 months or until the Primary Insured ceases to be Partially Disabled, whichever occurs first.

### 5. ASSUMED DISABILITY BENEFIT

If the Primary Insured suffers a Loss of

- speech;
- the sight in both eyes;
- the hearing in both ears;
- use of both hands or both feet; or
- use of one hand and one foot

within 90 days of an Accident, due to Injury sustained in that Accident, which occurred while coverage was in effect, the Company will pay the monthly Assumed Disability benefit specified in the 24 Hour Compensation (P) Benefit Schedule. This provision will operate regardless of the Primary Insured's ability to engage in an occupation or perform routine daily activities and the care and attendance of a Physician is not required.

Loss and Loss of use as used above means a loss that is determined by the Company to be permanent, total, irreversible and beyond remedy by surgical or other means and:

- a) with reference to speech, means the entire and irrecoverable loss of speech which does not allow audible communication of any degree;
- b) with reference to sight, means the entire and irrecoverable loss of sight in both eyes; and
- c) with reference to hearing, means the entire and irrecoverable loss of hearing in both ears which cannot be corrected by any hearing aid or device.

### 6. REHABILITATION BENEFIT

Following a period of Total Disability, the Company may, at its discretion, pay up to three times the monthly Accident Total Disability Benefit for the Rehabilitation of the Primary Insured. Payment is subject to the Company receiving original invoices or other acceptable documentation for such expenses or services. If Employed, on the date of Disability, Vocational Rehabilitation Benefits will be payable. If not Employed, on the date of Disability, Physical Rehabilitation Benefits will be payable.

### 7. AMBULANCE BENEFIT

If an Insured Person requires the emergency services of an ambulance, due to an Accident which occurred while coverage was in effect, the Company will pay an Ambulance Benefit, upon receipt of original invoices for such services. The benefit is that amount which is in excess of any amount payable by any private insurance plan or any government health insurance plan, up to the maximum amount specified in the 24 Hour Compensation (P) Benefit Schedule.

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11 Accident disability up to \$6,000 per month continues while your client is disabled up to the maximum benefit period (24 months under Base Plan, 5 years or to age 65 if extension rider is selected). NOTE: The maximum monthly benefit payable after age 70 is \$1,000. Premiums at age 70 will be adjusted as required.

12 Partial disability benefits are payable for up to 6 months.

13 If your client suffers a permanent loss as described, Total Disability benefits begin immediately and are payable for 24 months without further proof and regardless of occupation or activities.

14 After a period of Total Disability, your client may be eligible for the rehabilitation benefit up to 3 times the monthly Total Disability benefit. This benefit is typically used to assist in re-training your client for a new occupation.

15 Your client will receive up to \$100 per accident if they require ambulance transport to the hospital.

## Benefit Provisions: 24 Hour Compensation Plan (continued)

### 16 8. ACCIDENT HOSPITALIZATION BENEFIT

If an Insured Person is Hospitalized within 90 days of an Accident, due to an Injury sustained in that Accident, which occurred while coverage was in effect, the Company will pay the daily Accident Hospitalization Benefit specified in the 24 Hour Compensation (P) Benefit Schedule.

Benefits are payable from the first day of Hospitalization for a maximum of 365 days or until the Insured Person ceases to be Hospitalized, whichever occurs first.

### 17 9. ACCIDENTAL DEATH BENEFIT

If an Insured Person dies within 90 days of an Accident, due to an Injury sustained in that Accident, which occurred while coverage was in effect, the Company will pay the Accidental Death Benefit specified in the 24 Hour Compensation (P) Benefit Schedule. This benefit will be reduced to \$10,000.00 on the Policy Anniversary Date following the Primary Insured's 70th Birthday.

### 18 10. DEATH WHILE IN RECEIPT OF BENEFITS

If the Primary Insured dies while in receipt of monthly Accident Total Disability or Accident Partial Disability benefits, the Company will pay the Death Benefit specified in the 24 Hour Compensation (P) Benefit Schedule to the Primary Insured's estate.

### 19 11. ACCIDENT DISABILITY BENEFIT LIMITATIONS

a) If the Primary Insured is Employed on the date he or she became Totally Disabled, the aggregate maximum Accident Total Disability Benefit amount payable shall not exceed the least of:

- i) the combined amount(s) specified in any Benefit Schedule for such Coverage; or
- ii) 75% of the Primary Insured's pre-disability income and/or 1% of Business Income, as determined in accordance with Company guidelines; or
- iii) \$6,000.00.

b) If the Primary Insured is not Employed on the date he or she became Totally Disabled, the aggregate maximum Accident Total Disability Benefit amount payable shall not exceed the lesser of:

- i) the combined amount(s) specified in any Benefit Schedule for such Coverage; or
- ii) \$2,000.00.

If the total amount of the monthly benefit payable under all Coverage of this type issued by the Company exceeds the aggregate maximum amount stipulated above, the amount of benefit will be determined in chronological order, by Effective Date, until the aggregate maximum amount is reached.

c) On the Policy Anniversary Date following the Primary Insured's 70th Birthday, the monthly aggregate Total Disability benefit under this and all other Coverage of this type issued by the Company will be the lesser of:

- i) the combined amount(s) specified in any Benefit Schedule for such Coverage; or

ii) \$1,000.00.

If the total amount of the monthly Total Disability benefit under all Coverage of this type exceeds \$1,000.00 then the benefit amount will be reduced in chronological order, starting with the last Coverage issued and the premium will be equitably reduced.

### 12. CONCURRENT PAYMENT

Accident Total Disability, Accident Partial Disability or Rehabilitation Benefits will not be paid at the same time under this or any similar Coverage issued by the Company.

### 13. INTEGRATION WITH OTHER SOURCES

If the amount of the monthly benefit payable under this 24 Hour Compensation (P) Coverage, when combined with any other similar Coverage, is:

a) **\$2,000.00 or less** for Accident Total Disability or \$1,000.00 or less for Accident Partial Disability, there will be no integration of benefits. The monthly benefit will be paid in addition to any amount payable from any Other Source; or

b) **greater than \$2,000.00** for Accident Total Disability or \$1,000.00 for Accident Partial Disability, benefits will be integrated with any amounts payable from any Other Source.

The amount of the monthly benefit payable, after deductions from Other Sources, shall not be less than \$2,000.00 for Accident Total Disability or \$1,000.00 for Accident Partial Disability.

### 14. ACCIDENT TOTAL DISABILITY BENEFIT ADJUSTMENT

If the Primary Insured's income on the date of Disability, has decreased from the amount stated on the application, such that the Total Disability benefit is higher than can be supported by the new level of income, the policy may be amended to adjust the benefit amount and reduce the premium.

The Company will reimburse any premium adjustment for premiums paid during the 12 month period immediately prior to the date that the benefit amount is reduced, to a maximum of 12 months.

The combined aggregate benefit will not be adjusted to an amount less than \$2,000.00 for Accident Total Disability, regardless of income.

### 15. RECURRENT DISABILITY

If, following a period of Total or Partial Disability for which benefits have been paid, the Primary Insured ceases to be Totally or Partially Disabled:

a) for less than 6 consecutive months, any subsequent Total or Partial Disability resulting from or contributed to by the same Injury shall be considered a continuation of the same Total or Partial Disability; or

No benefits will be payable under this 24 Hour Compensation (P) Coverage if the Disability, Accident, Injury, Hospitalization or Death results directly or indirectly, in whole or in part, from:

- a) suicide or intentionally self-inflicted Injury, whether sane or insane;
- b) committing or attempting to commit a criminal offense, or while in prison;
- c) the misuse of medication, or the abuse of drugs or intoxicants, or from having a blood alcohol level of 80 mg. of alcohol per 100 ml. of blood;
- d) participation as a paid professional in sports, or participation in any organized motorized contest of speed, or other hazardous activities such as, scuba diving, rock or cliff climbing, boxing, parachuting, skydiving, hang gliding, or bungee jumping;
- e) ~~air travel, other than as a fare-paying passenger in a~~

immediately following the Effective Date for this 24 Hour Compensation (P) Coverage; or

- i) a Sickness.

### 17. LIMITATIONS

**Neck and Back** The maximum period for which a benefit is payable for the Primary Insured's Total or Partial Disability which, directly or indirectly, wholly or partly, results from an Injury to the neck or back is 2 months. If there is evidence of the Injury on diagnostic medical imaging tests (x-ray, CT scan or MRI), the benefit may be payable for a maximum of 24 months or until the Primary Insured ceases to be Totally Disabled, whichever occurs first.

**Sprain or Strain** The maximum period for which a benefit is payable for a Primary Insured's Total or Partial Disability which directly or indirectly, wholly or partly, results from a Sprain or a Strain is 2 months.

**16** Your client will receive up to \$100 per day beginning on the 1st day for up to 365 days if they are hospitalized due to an accident.

**17** A lump sum payment of \$10,000 up to \$20,000 based on years policy has been in force will be paid to your client's designated beneficiary or estate in the case of death resulting from an accident.

**18** If your client dies while on claim, a lump sum payment of 3X the monthly disability benefit will be paid to his/her estate in addition to any other benefits paid.

**19** If working at time of claim, benefits may be reduced if total disability benefit amounts exceed \$6,000, 75% of pre-disability income or 1% of business income. If not working, aggregate monthly benefit payments cannot exceed \$2,000.

**20** There is no integration on benefit amounts under \$2000 at time of application or time of claim.

**22** The maximum duration of benefits for neck or back problems is up to 24 months with proof of injury on x-ray or scan, otherwise up to 2 months. For sprains or strains the maximum benefit period is up to 2 months. No limit on number of claims.

**21** If benefit amounts are reduced, premiums will be refunded for a maximum of 12 months.

# General Provisions

## GENERAL POLICY PROVISIONS

### 1. ELIGIBILITY

To be eligible for coverage under this policy, an applicant, both at the time of application and on the Effective Date of such Coverage, must:

- a) be a permanent resident of Canada;
- b) be within the ages specified under Eligibility for such Coverage; and
- c) be insurable in accordance with the normal underwriting rules of the Company.

If Coverage is stated to be effective for any applicant who was not eligible, such Coverage shall be deemed to have never been in effect. The Company's only obligation shall be to refund, without interest, any premium paid with respect to such ineligible applicant.

### 2. PREMIUMS PAYABLE

Premiums are payable annually in advance or monthly by pre-authorized debit or credit card. The initial annual premium is payable at the time of application and is due on the Policy Effective Date and each Policy Anniversary Date thereafter.

If the pre-authorized debit or credit card method of payment is selected, the initial premium shall consist of 1 monthly premium which is payable at the time of application. All subsequent monthly premiums are due to the Company on the same day of the month as the Policy Effective Date, however the withdrawal date may vary.

Premiums remain payable while this policy is in effect, including any period during which any benefit is payable.

### 23 3. GUARANTEED RENEWABLE

This policy is guaranteed renewable. The Company guarantees to renew the policy at each anniversary providing the premium is paid prior to the end of the grace period, until such time as the last Coverage under the policy expires, subject to all other terms and conditions of the policy.

### 24 4. WAIVER OF PREMIUM

If a Primary Insured is Totally Disabled and is receiving Total Disability benefits, we will waive all premiums falling due after the 1<sup>st</sup> month of Total Disability, or the date Total Disability benefits become payable if later, provided the Total Disability is for a continuous period. Premiums will continue to be waived until the earliest of:

- a) The date the Primary Insured ceases to be Totally Disabled; or
- b) The date Total Disability benefits are no longer payable under this policy; or
- c) The date the Primary Insured attains age 65.

Premiums will not be waived for any Total Disability which results directly or indirectly, in whole or in part from a Pre-Existing Condition during the 12-month period immediately following the Effective Date of any coverage.

While premiums are being waived, the Primary Insured shall not be eligible to apply for increased or new benefits on his or her own life, or on the lives of his or her Spouse and/or Dependent Child(ren).

### 5. PREMIUM CHANGES

The Company may increase or decrease the premium amount, only if a change is being made to all Insured's in the same classification of risk according to age, plan, province, amount, or occupation, or any combination of these, as determined by the Company based on experience. An individual will never be singled out for a premium change after the policy is issued.

At least 30 days prior written notice of any change in premium will be given to the Primary Insured. Only one change in premium may be made in any 12-month period.

### 6. GRACE PERIOD

The Company will allow a period of 31 days of grace for the payment of any premium, except the initial premium, during which this policy will remain in effect. If any premium due remains unpaid at the end of the grace period, this policy will then lapse.

No grace period will be provided if the Primary Insured has given a written request for termination of this policy to the Company.

### 7. REINSTATEMENT

If this policy lapses for non-payment of premium, it may be reinstated if satisfactory evidence of insurability, together with the premium required to reinstate this policy is received by the Company within 60 days of the expiry of the grace period.

Reinstatement of this policy will be subject to approval by the Company.

If this policy is reinstated, losses resulting from an Accident, if covered under this policy, will only be payable if the Accident occurs after the date of reinstatement. Losses resulting from Sickness, if covered under this policy, will only be payable if the Sickness occurs more than 30 days after the reinstatement date.

### 8. COVERAGE ON A DEPENDENT CHILD

If this policy provides Dependent Child coverage, any child born or adopted after the Effective Date will be covered when the child falls within the definition of Dependent Child.

### 9. TERMINATION OF COVERAGE

- a) An Insured Person's coverage will terminate on the first to occur of the following:
  - i) the Expiry Date for such Coverage as stated in the Policy Summary;

- iv) the date a written request for termination of Coverage, signed by the Primary Insured, is received by the Company.

b) In addition to a) above, termination of all coverage provided to a Spouse will take effect on the first to occur of the following:

- i) the date the Spouse ceases to be the Spouse;
- ii) the date the Spouse ceases to be a permanent resident of Canada; or
- iii) the date of death of the Spouse.

c) In addition to a) above, termination of all coverage provided to a Dependent Child will take effect on the first to occur of the following:

- i) the date the Dependent Child ceases to be a Dependent Child as defined herein;
- ii) the date the Dependent Child ceases to be a permanent resident of Canada; or
- iii) the date of death of the Dependent Child.

### 14. INCONTESTABILITY

Where coverage under this policy has been in effect continuously for 2 years with respect to an Insured Person, a failure to disclose or a misrepresentation of a fact required to be disclosed under the section entitled Misrepresentation and Non-Disclosure does not, except in the case of fraud, render the entire contract voidable by the Company.

### 15. MISSTATEMENT OF AGE OR GENDER

If the age or gender of any Insured Person has been misstated, any benefit payable shall be adjusted to the amount that would have been payable for the same premium at the correct age or gender. If the age of the Insured Person is such that he or she was not eligible for coverage, no coverage will be provided and any premium paid with respect to that Insured Person shall be refunded, without interest.

**23 PADI base plans are Guaranteed Renewable to age 90. Some riders expire at age 65 or age 70.**

**24 Remind your clients that premiums will be waived beginning on the 31st day of Total Disability benefits.**

**25 Premiums can only be changed on a class-wide basis – never just for one insured – and can only be changed once within a 12 month period.**

**26 For your clients protection, their policy will remain in effect for 31 days beyond the premium due date.**

**27 Remind your client! Fraudulent failure to disclose or misrepresentation of fact can terminate coverage at time of claim.**

**28 If your client's age is misstated, we will adjust benefit payments and expiry dates.**

# Key Definitions

## GENERAL DEFINITIONS

When used in this policy or any amendment hereto:

**29** **Accident or Accidental** means a sudden, unexpected, unforeseeable, unavoidable external event.

**Anniversary Date** means, in any year, the same day and month as the Effective Date for that Coverage.

**Application for Insurance** means any application for or request for change of any Personal Accident and/or Sickness Coverage issued by the Company.

**Convalescence**, means the period of recovery following active treatment in Hospital. This period of recovery can take place in a Hospital, a convalescent Hospital or other similar establishment, or in the home.

**Dependent Child**, if covered, means any child born to or adopted by the Primary Insured, who is not married, is living with and dependent upon the Primary Insured for his or her sole means of support and is at least 30 days of age but not over 21 years of age. This age limit is extended to age 25 for as long as the child attends school full time at an accredited institution.

**Effective Date** means, the date Coverage begins as shown on the Policy Summary.

**Employed** means actively engaged in an occupation for compensation or profit at least 30 hours per week.

**Expiry Date** means, the date Coverage ends as shown on the Policy Summary.

**Hospital** means a facility which primarily treats patients on an in-patient basis, is licensed as a hospital by the jurisdiction where treatment is provided, provides 24 hour a day nursing service by registered or graduate nurses, has a staff of one or more qualified Physicians available 24 hours a day, provides organized facilities for diagnosis and surgical procedures, maintains X-ray equipment and operating room facilities, is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not, other than incidentally, a location for the treatment of alcoholism or substance abuse.

**Hospitalized** means having been admitted to a Hospital as an in-patient for at least 24 consecutive hours.

**Injury** means bodily harm resulting directly from an Accident and independent of all other causes including Sickness.

**Insured Person** means the Primary Insured and may also mean the Spouse or any Dependent Child, if covered.

**Medical Treatment** means medical advice, consultation, care, diagnosis, treatment or service provided by a Physician. Subsequent treatment by a Physiotherapist or a Chiropractor may be included.

**Other Source** means any individual or group insurance policy, any government law or plan, any workers compensation plan, any salary or wage continuance plan provided by an employer, or any disability pension plan.

**Owner** means the Primary Insured, unless a minor in which case the Owner shall be the individual named as the Owner in the Application for Insurance.

**Physician** means an individual, other than an Insured Person, who is not related to an Insured Person by blood or marriage and is a doctor of medicine, licensed to practice in the jurisdiction where the medical services are performed and within the scope of his or her licenced authority.

**Policy Anniversary Date** means the same day and month as the Policy Effective Date in any year following the Policy Effective Date.

**Policy Effective Date** means the date coverage under this policy begins as stated in the Policy Summary.

**Pre-Existing Condition** means any disease or physical condition, whether diagnosed or not, for which symptoms first occurred or Medical Treatment was sought, recommended, required, or obtained, from or by a Physician, or for which drugs were prescribed by a Physician, or taken by an Insured Person, during the 12-month period immediately preceding any Coverage Effective Date.

**Primary Insured** means the individual who is named as the Primary Insured on the Application for Insurance and for whom Coverage is in effect.

**Sickness** means illness or disease.

**Spouse**, if covered, means an individual who is either married to the Primary Insured or who is living in a conjugal relationship with the Primary Insured and is publicly represented as the Primary Insured's husband or wife or same sex partner.

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

**Strain** means an overstretching or overexertion of some part of the muscle structure.

**29** An accident **MUST** be an external event. An example of an accident would be if your client breaks an arm as a result of being in a car accident (unexpected, external event).

**30** Please advise your clients that a 12 month pre-existing condition clause applies to all claims.

# Optional Coverage

## Benefit Provisions: 24 Hour Accident Disability and Non-Occupation Accident Disability Extension Riders

**Note: These riders can only be added to their respective base plans.**

**31** Accident coverage has a 5 year regular occupation definition when the extension rider is selected.

### 24 HOUR ACCIDENT DISABILITY EXTENSION

#### 1. DEFINITIONS

Whenever used in this 24 Hour Accident Disability Extension Coverage or any amendment thereto:

**Partial Disability or Partially Disabled** means the Primary Insured, as a result of a medically determinable Injury, is under the regular care and attendance of a Physician, is following the recommended treatment and;

- a) **if Employed** at the time the Injury occurred,
  - (i) has already received 24 consecutive monthly Total Disability payments;
  - (ii) is, for the next 36 months, prevented from working full time and/or performing one or more of the important duties of his or her regular occupation for full salary/wages; and
  - (iii) is, thereafter, prevented from working full-time and/or performing one or more of the important duties of any occupation for full salary/wages; or
- b) **if not Employed** at the time the Injury occurred, has already received 24 consecutive monthly Total Disability payments and is thereafter unable to perform a significant number of his or her routine daily activities.

**31** **Total Disability or Totally Disabled** means the Primary Insured, as a result of a medically determinable Injury, is under the regular care and attendance of a Physician, is following the recommended treatment and;

- a) **if Employed** at the time the Injury occurred,
  - (i) has already received 24 consecutive monthly Total Disability payments;
  - (ii) is, for the next 36 months, wholly and continually unable to engage in his or her own regular occupation and is not gainfully employed in any occupation for compensation ; and
  - (iii) is, thereafter, wholly and continually unable to engage in his or her own regular occupation or any occupation or employment for compensation for which he or she is reasonably fitted by education, training or experience and is not gainfully employed in any occupation for compensation; or
- b) **if not Employed** at the time the Injury occurred,
  - (i) has already received 24 consecutive monthly Total Disability payments;
  - (ii) is, for the next 36 months, wholly and continually unable to perform most of his or her routine daily activities; and
  - (iii) is, thereafter, wholly and continually unable to perform any of his or her routine daily activities.

#### 2. ELIGIBILITY

24 Hour Accident Disability Extension Coverage can be issued only on an individual aged 18 through 59.

#### 3. ACCIDENT TOTAL DISABILITY BENEFIT

If the Primary Insured, after receiving 24 consecutive monthly Total Disability payments, continues to be Totally Disabled as defined above, the Company will pay the monthly Accident Total Disability benefit specified in the 24 Hour Accident Disability Extension Benefit Schedule.

Benefits are payable to a maximum age of 65 or until the Primary Insured ceases to be Totally Disabled, whichever occurs first.

#### 4. ACCIDENT PARTIAL DISABILITY BENEFIT

If the Primary Insured, after receiving 24 consecutive monthly Total Disability payments, has remained Totally Disabled as defined above for at least one month, then ceases to be Totally Disabled but remains Partially Disabled, the Company may pay the monthly Accident Partial Disability benefit specified in the 24 Hour Accident Disability Extension Benefit Schedule for a maximum of 6 months or until the Primary Insured ceases to be Partially Disabled, whichever occurs first.

#### 5. REHABILITATION BENEFIT

Following a period during which the Primary insured was in receipt of Accident Total Disability benefits, the Company may, at its discretion, pay a Rehabilitation Benefit. If the Primary Insured was Employed on the date the Injury occurred, Vocational Rehabilitation Benefits will be payable. If the Primary Insured was not Employed on the date the Injury occurred, Physical Rehabilitation Benefits will be payable. Payment is subject to the Company receiving original invoices or other acceptable documentation for such expenses or services.

#### 6. ACCIDENT DISABILITY BENEFIT LIMITATIONS

- a) If the Primary Insured is Employed on the date he or she originally became Totally Disabled, the aggregate maximum monthly benefit amount payable shall not exceed the least of:
  - i) the combined amount(s) specified in any Benefit Schedule for such Coverage; or
  - ii) 75% of the Primary Insured's pre-disability income and/or 1% of Business Income as determined according to Company guidelines; or
  - iii) \$6,000.00.
- b) If the Primary Insured is not Employed on the date he or she originally became Totally Disabled, the aggregate maximum monthly benefit amount payable shall not exceed the lesser of:
  - i) the combined amount(s) specified in any Benefit Schedule for such Coverage; or
  - ii) \$2,000.00.

# Benefit Provisions: Sickness Disability

Note: This rider can only be added to the 24 Hour Compensation Plan

SICKNESS DISABILITY (E) & (R) (2 Year Benefit Period)		
<p><b>1. DEFINITIONS</b></p> <p>Whenever used in this Sickness Disability Coverage or any amendment thereto:</p> <p><b>Partial Disability or Partially Disabled</b> means the Primary Insured, as a result of a medically determinable Sickness, is under the regular care and attendance of a Physician, is following recommended treatment and;</p> <p>a) <b>If Employed</b> at the time the Sickness occurred, is prevented from working full-time and/or performing one or more of the important duties of his or her regular occupation for full salary/wages; or</p> <p>b) <b>If not Employed</b> at the time the Sickness occurred, is unable to perform a significant number of his or her routine daily activities.</p> <p><b>32 Total Disability or Totally Disabled</b> means the Primary Insured, as a result of a medically determinable Sickness, is under the regular care and attendance of a Physician, is following recommended treatment and;</p> <p>a) <b>If Employed</b> at the time the Sickness occurred, is wholly and continually unable to engage in his or her own occupation and is not gainfully employed in any occupation for compensation; or</p> <p>b) <b>If not Employed</b> at the time the Sickness occurred, is wholly and continually unable to perform most of his or her routine daily activities.</p> <p><b>2. ELIGIBILITY</b></p> <p>Sickness Disability Coverage can be issued only on a Primary Insured aged 18 through 64.</p> <p><b>33 3. SICKNESS TOTAL DISABILITY BENEFIT</b></p> <p>If, due to a Sickness which first occurs while coverage is in effect, the Primary Insured becomes Totally Disabled while coverage is in effect, the Company will pay the monthly benefit specified in the Sickness Disability Benefit Schedule.</p> <p>Benefits are payable for a maximum period of 24 months or until the Primary Insured ceases to be Totally Disabled, whichever occurs first.</p> <p><b>4. SICKNESS PARTIAL DISABILITY BENEFIT</b></p> <p>If, due to a Sickness which first occurs while coverage is in effect, the Primary Insured becomes Partially Disabled, the Company will pay the monthly benefit specified in the Sickness Disability Benefit Schedule.</p> <p>Benefits are payable for a maximum of 6 months, or until the Primary Insured ceases to be Partially Disabled, whichever occurs first.</p> <p><b>5. DEATH WHILE IN RECEIPT OF BENEFITS</b></p> <p>If the Primary Insured dies while in receipt of monthly Sickness Total Disability or Sickness Partial Disability benefits, the Company will pay the Death Benefit specified in the Sickness Disability Benefit Schedule to the Primary Insured's estate.</p>	<p><b>6. REDUCTION IN BENEFIT AMOUNT AT AGE 65</b> <b>34</b></p> <p>Any monthly benefit being paid or becoming payable under this Sickness Disability Coverage will be reduced by one-half upon the Primary Insured attaining age 65.</p> <p><b>7. SICKNESS DISABILITY BENEFIT LIMITATIONS</b> <b>35</b></p> <p>a) If the Primary Insured is Employed on the date he or she became Totally Disabled, the aggregate maximum Sickness Total Disability Benefit amount payable shall not exceed the least of:</p> <p>i) the combined amount(s) specified in any Benefit Schedule for such Coverage; or</p> <p>ii) 75% of the Primary Insured's pre-disability monthly income and/or 1 % of Business Income, as determined in accordance with Company guidelines; or</p> <p>iii) \$6,000.00.</p> <p>b) If the Primary Insured is not Employed on the date he or she became Totally Disabled, the aggregate maximum Sickness Total Disability Benefit amount payable shall not exceed the lesser of:</p> <p>i) the combined amount(s) specified in any Benefit Schedule for such Coverage; or</p> <p>ii) \$2,000.00.</p> <p>If the total amount of the monthly benefit payable under all Coverage of this type issued by the Company exceeds the aggregate maximum amount stipulated above, the amount of the benefit will be adjusted in reverse chronological order, by Effective Date, until the aggregate maximum amount is reached.</p> <p><b>8. CONCURRENT PAYMENT</b></p> <p>Sickness Total Disability and/or Sickness Partial Disability Benefits will not be paid at the same time under this or any similar Coverage issued by the Company.</p> <p><b>9. INTEGRATION WITH OTHER SOURCES</b></p> <p>If the amount of the monthly benefit payable under this Sickness Disability Coverage, when combined with any other similar Coverage is:</p> <p>a) <b>\$2,000.00 or less</b> for Sickness Total Disability or \$1,000.00 or less for Sickness Partial Disability, there will be no integration of benefits. The monthly benefit will be paid in addition to any amount payable from any Other Source; or</p> <p>b) <b>greater than \$2,000.00</b> for Sickness Total Disability or \$1,000.00 for Sickness Partial Disability, benefits will be integrated with any amounts payable from any Other Source.</p>	
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**32** If your client wishes to match their accident protection with sickness coverage, the Sickness Disability coverage also contains a 5 year regular occupation Total Disability definition when extension rider is selected.

**33** The core benefits provided under Sickness Disability coverage are equivalent to 24 Hour coverage for disability resulting from sickness.

**34** Remind your clients that disability benefits are reduced at age 65 and all Sickness coverage terminates at age 70.

**35** Benefits are limited to 75% of personal income or 1% of business income if working at time of claim.

# Benefit Provisions: Sickness Hospitalization

**Note: This rider is guaranteed to issue. It can only be added to the 24 Hour Compensation Plan.**

## SICKNESS HOSPITALIZATION

### 1. DEFINITIONS

Whenever used in this Sickness Hospital coverage or any amendment thereto:

**Cancer** means a disease manifested by the presence of malignant tumors characterized by the uncontrolled growth and spread of malignant cells and invasion of tissue. The term cancer includes leukemia, Hodgkin's Disease and all skin cancers, except basal cell and squamous cell. Diagnosis must be made by a Physician and supported by clinical, histological and laboratory evidence.

**Convalescence**, means the period of recovery following active treatment in Hospital. This period of recovery can take place in a Hospital, a convalescent hospital or other similar establishment, or in the home.

**Heart Attack**, means death of a portion of the heart muscle as a result of inadequate blood supply as diagnosed by a Physician. The criteria upon which the diagnosis will be based are:

- a) a history of typical chest pains,
- b) new electrocardiograph (ECG) changes, or
- c) elevation of cardiac enzymes and/or troponin.

**Specific Hospitalization or Specifically Hospitalized** means admitted to an intensive care unit in a Hospital or Hospitalized as a result of Cancer or Heart Attack.

**Total Disability or Totally Disabled** means the Insured Person, due to a medically determinable Sickness, is under the regular care of a Physician, is following recommended treatment and:

- a) **if Employed** at the time the Sickness occurred, is wholly and continually unable to engage in any occupation or employment for compensation for which he or she is reasonably fitted by education, training or experience; or
- b) **if not Employed** at the time the Sickness occurred, is wholly and continually unable to perform any of his or her routine daily activities.

**Western Europe**, means Andorra, Austria, Belgium, Cyprus, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Malta, Monaco, the Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland, United Kingdom and Vatican City.

### 2. ELIGIBILITY

Sickness Hospital can be issued only on an individual aged 18 through 80.

### 3. SICKNESS HOSPITAL BENEFIT

36

If an Insured Person is Hospitalized as a result of a Sickness which first arose while coverage was in effect, the Company will pay the Sickness Hospital Benefit specified in the Sickness Hospital Benefit Schedule.

Benefits are payable from the first day of Hospitalization, up to a maximum of 365 days, or until the Insured Person ceases to be Hospitalized, whichever occurs first.

### 4. SUPPLEMENTARY SICKNESS HOSPITAL

37

If an Insured Person is Specifically Hospitalized and Sickness Hospital Benefits are payable, the Company will pay the Supplementary Sickness Hospital Benefit specified in the Sickness Hospital Benefit Schedule.

Supplementary Sickness Hospital Benefits are payable from the first day of Specific Hospitalization up to a maximum of 365 days or until the Insured Person ceases to be Specifically Hospitalized, whichever occurs first. At age 65 and over, the maximum period payable is 60 days or until the Insured Person ceases to be Specifically Hospitalized, whichever occurs first.

### 5. OUT OF COUNTRY SICKNESS HOSPITAL

38

If an Insured Person is Hospitalized in Australia, New Zealand, the United States of America or Western Europe as a result of a Sickness, and Sickness Hospital Benefits are payable, the Company will pay the Out of Country Sickness Hospital Benefit specified in the Sickness Hospital Benefit Schedule.

Out of Country Sickness Hospital Benefits are payable from the first day of Hospitalization up to a maximum of 60 days or until the Insured Person ceases to be Hospitalized, whichever occurs first.

### 6. SICKNESS CONVALESCENCE BENEFIT

If an Insured Person remains Totally Disabled as a result of a Sickness following active treatment in a Hospital and Sickness Hospital Benefits have been paid, the Company will pay the Sickness Convalescence Benefit specified in the Sickness Hospital Benefit Schedule.

Sickness Convalescence Benefits are payable for each day the Insured Person remains Totally Disabled following active treatment in a Hospital for a maximum of 3 days for 1 day Hospitalized up to a maximum of 365 days or until the Insured Person ceases to be Totally Disabled, whichever occurs first.

**36** If your client is hospitalized due to sickness, he/she is eligible to receive Daily benefits of up to \$100 per day for up to 365 days.

**37** Your client will receive a Supplementary Daily Benefit for up to 365 days (60 days if over 60) if he/she is hospitalized for a heart attack, cancer or in the ICU in addition to the Daily Benefit.

**38** If your client is hospitalized while out of Canada, he/she will receive double the daily benefit selected for up to 60 days.

## Benefit Provisions: Accidental Death

**Note: This rider is guaranteed to issue.  
It can be added to either the 24 Hour Compensation or Cash Hospital Plans.**

### ACCIDENTAL DEATH

#### 1. ELIGIBILITY

Accidental Death can be issued only on a Primary Insured aged 18 through 60.

#### 39 2. ACCIDENTAL DEATH BENEFIT

If the Primary Insured dies within 90 days of an Accident, due to Injury sustained in that Accident, which occurred while coverage was in effect, the Company will pay the Accidental Death Benefit specified in the Accidental Death Benefit Schedule.

#### 3. EXCLUSIONS

No Accidental Death benefits will be payable if Death results directly or indirectly, in whole or in part from:

- a) suicide or intentionally self-inflicted Injury, whether sane or insane;
- b) committing or attempting to commit a criminal offence, or while in prison;
- c) the misuse of medication, or the abuse of drugs or intoxicants, or from having a blood alcohol level of 80 mg. of alcohol per 100 ml. of blood;
- d) participation as a paid professional in sports, or participation in any organized motorized contest of speed, or other hazardous activities such as, scuba diving, rock or cliff climbing, boxing, parachuting, skydiving, hang gliding, or bungee jumping;
- e) air travel, other than as a fare-paying passenger in a certified commercial aircraft;
- f) a Pre-existing Condition during the 12- month period immediately following the Effective Date for Accidental Death;
- g) riots, civil unrest, war or any act of war, whether declared or not, or as the result of participation full or part time in any armed forces of any country, government or international organization;
- h) a Sickness;
- i) elective Medical Treatment.

**39 The Accidental Death benefit pays a lump sum up to \$300,000 to your client's estate or designated beneficiary upon death in addition to any other coverage.**

## Benefit Provisions: Return of Premium

**Note: This rider can be added to all Plans and Riders as long as the base coverage will not expire for 20 consecutive years.**

### RETURN OF PREMIUM

This coverage is subject to all of the terms, conditions, definitions and other provisions of the policy.

#### 1. Definitions

Whenever used in this Return of Premium coverage or any amendment thereto:

**40 Accumulation Period.** means twenty (20) consecutive years following the Effective Date of this coverage.

#### 2. Eligibility

Return of Premium can be issued only on a Primary Insured aged 5 through 70.

#### 3. Return of Premium Benefit

A Return of Premium benefit will be paid upon the Return of Premium Expiry Date for each coverage specified on the Return of Premium Benefit Schedule.

#### 4. Return of Premium Benefit Calculation

The benefit will be the total premiums paid, less the total claims paid, during the Accumulation Period for each coverage specified in the Return of Premium Benefit Schedule. If the claims paid exceed the premiums paid, no benefit is payable for that coverage.

If an eligible claim is incurred during the Accumulation Period and prior to the Return of Premium Expiry Date but is not reported until after the Return of Premium Benefit has been paid, the Return of Premium Benefit will be recalculated. The amount of the unreported claim will be reduced by any Return of Premium Benefit amount paid.

#### 5. Termination

Subject to the General Policy Provisions, this Return of Premium coverage will automatically terminate on the Expiry Date specified in the Return of Premium Benefit Schedule, or if a Coverage that was in effect when the Return of Premium coverage was added, is cancelled.

**40 Remind your client that coverage must remain in-force for 20 consecutive years to receive a refund of all of their premiums less any claims paid out.**

# Benefit Provisions: Return of Premium on Death

**Note: This rider can be added to all Plans and Riders as long as the base coverage will not expire for 20 consecutive years and your client is between the ages of 18 and 59.**

## RETURN OF PREMIUM ON DEATH

This coverage is subject to all of the terms, conditions, definitions and other provisions of the policy.

### 1. Definitions

Whenever used in this Return of Premium on Death coverage or any amendment thereto:

**Accumulation Period**, means twenty (20) consecutive years following the Effective Date of this coverage.

### 2. Eligibility

Return of Premium on Death can be issued only on a Primary Insured aged 18 through 59.

### 3. Return of Premium on Death Benefit

If the Primary Insured dies while this coverage is in effect, a Return of Premium on Death benefit will be paid based on the number of years this coverage has been in effect. The number of years in effect will be based on the Return of Premium on Death Effective and Expiry Dates as specified in the Return of Premium on Death Benefit Schedule.

### 41 4. Return of Premium on Death Benefit Calculation

The benefit will be a percentage of the total premiums paid, less the total claims paid, during the Accumulation Period for each coverage specified in the Return of Premium on Death Benefit Schedule. If the claims paid exceed the percentage of premiums paid, no benefit is payable.

The Return of Premium on Death benefit amount will be calculated in accordance with the following Table.

Years In Force	% of Premiums Paid
0 to 5 years	0%
6 to 10 years	33%
11 to 15 years	67%
16 to 20 years	100%

If an eligible claim is incurred during the Accumulation Period and prior to the date of Death but is not reported until after the Return of Premium on Death Benefit has been paid, the Return of Premium on Death benefit will be recalculated. The amount of the unreported claim will be reduced by any Return of Premium on Death Benefit amount paid.

### 5. Termination

Subject to the General Policy Provisions, this Return of Premium on Death coverage will automatically terminate on the Expiry Date specified in the Return of Premium on Death Benefit Schedule, or if a Coverage that was in effect when the Return of Premium on Death coverage was added, is cancelled.

### 5. Exclusions

No benefits will be payable under this Return of Premium on Death coverage if death results directly or indirectly, in whole or in part, from:

- suicide or intentionally self-inflicted Injury, whether sane or insane;
- committing or attempting to commit a criminal offence, or while in prison;
- the misuse of medication, or abuse of drugs or intoxicants, or from having a blood alcohol level of 80 mg. of alcohol per 100 ml. of blood;
- participation as a paid professional in sports, or participation in any organized motorized contest of speed, or other hazardous activities, such as, scuba diving, rock or cliff climbing, boxing, parachuting, skydiving, hang gliding, or bungee jumping;
- air travel, other than as a fare-paying passenger in a certified commercial aircraft;
- elective medical treatment;
- riots, civil unrest, war or any act of war, whether declared or not, or as the result of participation full or part time in any armed forces or any country, government or international organization.
- a condition which arose out of Acquired Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), or AIDS Related Complex (ARC), if the condition first manifested itself prior to the Effective Date;
- mental, nervous or emotional disorders.

**41 We will return a percentage of your client's premiums based on the years the policy was in force. Refer to chart.**

# Benefit Provisions: Accidental Death and Dismemberment

Note: This rider can be added to either the 24 Hour Compensation or Cash Hospital Plans.

## ACCIDENTAL DEATH AND DISMEMBERMENT

### 1. ELIGIBILITY

Accidental Death and Dismemberment can be issued only on an individual aged 18 through 80.

### 42 2. ACCIDENTAL DEATH BENEFIT

If an Insured Person dies within 90 days of an Accident, due to Injury sustained in that Accident, which occurred while coverage was in effect, the Company will pay the Accidental Death Benefit specified in the Accidental Death and Dismemberment Benefit Schedule.

### 43 3. SUPPLEMENTARY ACCIDENTAL DEATH BENEFIT

If the Primary Insured dies within 90 days of an Accident, due to Injury sustained in that Accident, which occurred while coverage was in effect, the Company will pay, in addition to the Accidental Death Benefit, the Supplementary Accidental Death Benefit specified in the Accidental Death and Dismemberment Benefit Schedule.

### 44 4. ACCIDENTAL DISMEMBERMENT/LOSS OF USE BENEFIT

If an Insured Person suffers a Covered Loss specified in the Specific Loss Indemnity Table, within 90 days of an Accident, due to Injury sustained in that Accident, which occurred while coverage was in effect, the Company will pay the Accidental Dismemberment/Loss of Use Benefit specified in the Accidental Death and Dismemberment Benefit Schedule at the percentage stated in the Specific Loss Indemnity Table.

#### Specific Loss Indemnity Table

Covered Loss	% of Accidental Dismemberment/Loss of Use Benefit payable
Loss of, or Loss of Use of, Both Hands or Both Feet	100%
Loss of Sight in Both Eyes	100%
Loss of, or Loss of Use of, One Hand and One Foot	100%
Loss of, or Loss of Use of, One Hand or One Foot and Sight of One Eye	100%
Loss of Speech and Hearing in Both Ears	100%
Loss of, or Loss of Use of, One Hand or One Foot	50%
Loss of Sight in One Eye	50%
Loss of Speech or Hearing in Both Ears	50%
Loss of Hearing in One Ear	25%
Loss of All Toes of One Foot	25%
Loss of One Finger or One Toe	2.5%

#### Loss as used above:

- a) with reference to Hand, means the complete severance at or above the wrist joint;
- b) with reference to Foot, means the complete severance at or above the ankle joint;

- c) with reference to Sight, means the entire and irrecoverable loss of sight of the eye;
- d) with reference to Speech, means the entire and irrecoverable loss of speech which does not allow audible communication of any degree;
- e) with reference to Hearing, means the entire and irrecoverable loss of hearing which cannot be corrected by any hearing aid or device;
- f) with reference to Finger, means the complete severance at or above the knuckle joining the finger to the hand;
- g) with reference to Toe, means the complete severance at or above the knuckle joining the toe to the foot;
- h) with reference to 'Loss' and 'Loss of Use', means a loss that is determined by the Company to be permanent, total, irreversible and beyond remedy by surgical or other means.

If an Insured Person sustains one or more of the Covered Losses due to any one Accident, the maximum amount payable for all such Covered Losses shall not exceed the amount specified for that Insured Person in the Benefit Schedule for this coverage. No more than one benefit, the largest, will be paid per Accident, for multiple Covered Losses.

### 5. CONCURRENT PAYMENT

Accidental Death and Accidental Dismemberment/Loss of Use benefits will not be paid at the same time or for the same Accident. In the event of death, only the Accidental Death benefit will be payable.

### 6. REDUCTION IN BENEFIT AMOUNT AT AGE 70

On the Policy Anniversary Date following the Primary Insured's 70th Birthday, all benefits being paid or becoming payable will be reduced by one-half.

### 7. EXCLUSIONS

No benefits will be payable under this Accidental Death and Dismemberment coverage if the Death, Loss, Accident or Injury results directly or indirectly, in whole or in part, from:

- a) suicide or intentionally self-inflicted Injury, whether sane or insane;
- b) committing or attempting to commit a criminal offence, or while in prison;
- c) the misuse of medication, or abuse of drugs or intoxicants, or from having a blood alcohol level of 80 mg. of alcohol per 100 ml. of blood;
- d) participation as a paid professional in sports, or participation in any organized motorized contest of speed, or other hazardous activities, such as, scuba diving, rock or cliff climbing, boxing, parachuting, skydiving, hang gliding, or bungee jumping;
- e) air travel, other than as a fare-paying passenger in a certified commercial aircraft;
- f) elective medical treatment;

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**42** We will pay a lump sum benefit up to \$300,000 to your client's estate or designated beneficiary if your client dies in an accident in addition to any other coverage held.

**43** If your client dies due to an accident, a supplementary benefit of 2% of coverage will be paid to his/her estate or designated beneficiary for each dependant child.

**44** Your client will receive a lump sum benefit if they suffer a covered loss in accordance with the Loss Indemnity Table outlined in his/her policy.

# Benefit Provisions: Accident Excess Medical

**Note: This rider can only be added to the 24 Hour Compensation Plan.**

## ACCIDENT EXCESS MEDICAL

### 1. DEFINITIONS

Whenever used in this Accident Excess Medical Coverage or any amendment thereto:

**Dentist or Dental Surgeon** means, an individual other than an Insured Person, who is licensed to practice dentistry in the jurisdiction where the dental services are performed and who is not related to an Insured Person by blood or marriage.

**Eligible Expense** means, Reasonable and Customary Charges incurred in Canada or the United States of America, by the Primary Insured for supplies and/or services outlined in this Accident Excess Medical coverage that are not recoverable under any Government Plan or other Insurance coverage, excluding Auto Insurance.

**Government Plan** means, a plan of insurance provided by or under the administrative control of any government or agency thereof in accordance with any law, or any plan providing insurance coverage pursuant to the regulatory power of any government.

**Medical Equipment** means durable equipment usually found in Hospitals such as Hospital beds, respiratory and oxygen equipment, crutches, canes, walkers, wheelchairs, etc.

**Medical Supplies** means items required for the purpose of dressing or dressing changes, pressure garments, ileostomy, colostomy and incontinence supplies, oxygen, medicated dressings, burn garments, etc.

**Prescription Drug** means, drugs or medication, which, by law require the written prescription of a Physician or Dentist and are dispensed by a licensed Pharmacist.

**Prosthesis** means, an artificial device, excluding teeth, that is attached to the body as an aid such as artificial limbs or eyes, hearing aids, surgical stockings, orthopedic appliances, braces, collars, splints, casts, trusses, braces, etc.

**Provincial Fee Guide** means the prevailing fee guide for General Practitioners adopted by the Dental Association.

**Reasonable and Customary Charges** means, charges which are within the usual range of charges being made by others of similar standing in the area in which the charge is incurred when providing the same or comparable services or supplies; and in the case of dental fees, does not exceed the amounts set out in the Provincial Fee Guide.

### 2. ELIGIBILITY

Accident Excess Medical can be issued on a Primary Insured aged 18 through 80.

### 3. CONDITIONS OF PAYMENT

In order to receive benefits under this Accident Excess Medical coverage:

- a) original invoices must be submitted for any/all Eligible Expenses;

- b) any/all Eligible Expenses must be recommended, prescribed, and be certified as necessary by the attending Physician;
- c) the Eligible Expense must be incurred as a direct result of an Accident or an Injury sustained in an Accident;
- d) the Accident must occur while coverage is in effect.
- e) the expense must occur in Canada or the United States of America.

### 4. ACCIDENT PARAMEDICAL SERVICES BENEFIT 45

If the Primary Insured requires the services of a licenced Chiropractor, Osteopath, Masseur/Masseuse, Speech Therapist and Podiatrist and/or Physiotherapist within 365 days of an Accident, the Company will reimburse the Eligible Expenses incurred for these services, up to the maximum amount specified in the Accident Excess Medical Benefit.

### 5. ACCIDENT DENTAL CARE BENEFIT 46

If the Primary Insured requires the services of a Dentist or Dental Surgeon, for a fractured or dislocated jaw or the repair of natural teeth, within 60 days of an Accident, the Company will reimburse the Eligible Expenses incurred for these services, up to the maximum amount specified in the Accident Excess Medical Benefit Schedule.

Reimbursement for these services will not exceed the amount indicated in the Provincial Fee Guide in effect in the province the Insured Person is a resident of. If there is no Provincial Fee Guide in the province the Primary Insured is a resident of, the Company reserves the right to select another suitable fee guide.

Accidents due to biting or chewing are specifically excluded.

### 6. ACCIDENT MEDICAL EQUIPMENT BENEFIT 47

If the Primary Insured requires the use of Medical Equipment within 365 days of an Accident, the Company will reimburse the Eligible Expenses incurred for the Medical Equipment, including home and vehicle modification if required for use of a wheelchair, up to the maximum amount specified in the Accident Excess Medical Benefit Schedule.

### 7. ACCIDENT MEDICAL SUPPLIES AND PROSTHESIS BENEFIT 48

If the Primary Insured requires Medical Supplies and/or Prosthesis within 365 days of an Accident, the Company will reimburse the Eligible Expenses incurred for these Medical Supplies and/or Prosthesis, up to the maximum amount specified in the Accident Excess Medical Benefit Schedule.

### 8. ACCIDENT PRESCRIPTION DRUG BENEFIT 49

This benefit is not available to residents of Quebec. If the Primary Insured requires Prescription Drugs within 365 days of an Accident, the Company will reimburse the Eligible Expenses incurred for these Prescription Drugs, up to the maximum amount specified in the Accident Excess Medical Benefit Schedule.

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**45** Your client will be covered should he/she require paramedical services after an accident up to \$800 per accident based on coverage selected for up to 365 days.

**46** Your client will be covered should he/she require dental care including surgery for a dislocated jaw up to \$3,500 based on plan selected following an accident.

**47** Your client will be covered should he/she require medical equipment including home and vehicle modification up to \$7,500 based on plan selected within 365 days following an accident.

**48** We will reimburse the cost of required medical supplies including hearing aids up to \$7,500 for up to 365 days following an accident based on plan selected.

**49** Your client will be covered should he/she require prescription medication following an accident up to \$800 for up to 365 days regardless of plan selected.

## Benefit Provisions: Accident Excess Medical (continued)

The maximum amount to be reimbursed for any Eligible Expenses for Prescription Drugs will be equal to the cost of the generic drug equivalent as provided in the current Provincial Drug Benefit Formulary.

### 50 9. ACCIDENT VISION CARE BENEFIT

If the Primary Insured requires an eye examination, prescription eyeglasses or a 1 year supply of contact lenses within 90 days of an Accident, the Company will reimburse the Eligible Expenses incurred, providing eyeglasses and/or contact lenses were not previously required or worn, up to \$1,000.

If the Primary Insured requires an eye examination, repairs to or, if not repairable, replacement of existing eyeglasses or contact lenses, within 90 days of an Accident, the Company will reimburse the Eligible Expenses incurred, up to the maximum specified in the Accident Excess Medical Benefit Schedule

### 51 10. ACCIDENT HOSPITAL ACCOMMODATION BENEFIT

If the Primary Insured is Hospitalized within 90 days of an Accident, the Company will pay the Eligible Expenses incurred for Private or Semi-Private accommodations, up to the maximum specified in the Accident Excess Medical Benefit Schedule.

Accident Hospital Accommodation Benefits are payable from the first day of Hospitalization up to a maximum of 365 days or until the insured ceases to be Hospitalized, whichever occurs first.

No benefits are payable if the Primary Insured is admitted to ward accommodations.

### 52 11. ACCIDENT NURSING AND PERSONAL SUPPORT CARE BENEFIT

If the Primary Insured requires care provided by a nurse or personal support worker, the Company will reimburse the Eligible Expenses incurred up to \$100/day up to a maximum of 25 days, as long as such services are provided in the home of the Primary Insured by someone who is not related to the Primary Insured by blood or marriage and who does not usually live in the home.

### 53 12. ACCIDENT HOSPITAL ROOM SERVICES BENEFIT

If the Primary Insured is Hospitalized within 90 days of an Accident, the Company will pay the Eligible Expenses incurred for the rental of a television, radio and/or telephone, up to the daily maximum specified in the Accident Excess Medical Benefit Schedule.

Accident Hospital Room Services Benefits are payable from the first day of Hospitalization up to a maximum of 365 days or until the Primary Insured ceases to be Hospitalized, whichever occurs first.

### 54 13. ACCIDENT MEDICAL CLAIM FORM BENEFIT

If the Primary Insured is required to pay a fee to a Physician or Dentist for the completion of the Company's Initial Claim Form for benefits under the Accident Excess

Medical Coverage and benefits are approved; the Company will reimburse the lesser of:

- the amount paid for the completion of the Initial Claim Form; or
- the amount specified in the Accident Excess Medical Benefit Schedule.

The original invoice or receipt from the Physician or Dentist must be submitted to the Company before this benefit will be paid. This benefit is limited to one payment for each approved Initial Claim Form up to a maximum of 3 claims within 365 days. This benefit will not be payable for the completion of any other forms or medical information other than as stated above. Payment under this benefit will be coordinated with any other coverage available so that benefits payable under all policies or coverage do not exceed 100% of the Eligible Expenses

### 14. CO-ORDINATION OF BENEFITS WITH OTHER SOURCES 55

Benefits payable under this Accident Excess Medical coverage will be integrated with any amounts payable by any Other Source, excluding Auto Insurance coverage.

The total benefit amount payable under this coverage and/or from all Other Sources, must not exceed 100% of the actual expenses incurred by the Primary Insured.

Benefits will be processed under this coverage only after all benefits payable by all Other Source, excluding Auto Insurance coverage, have been or could have been processed.

If the Primary Insured does not apply for benefits for which he/she is eligible to receive from any Other Source, the amount of the benefit will be estimated by the Company and assumed to be paid.

### 15. EXCLUSIONS

No benefits will be payable under this Accident Excess Medical coverage if the Accident, Injury, treatment, service, supplies, expense or fees result, directly or indirectly, in whole or in part from:

- suicide or intentionally self-inflicted Injury, whether sane or insane;
- committing or attempting to commit a criminal offense, or while in prison;
- the misuse of medication, or the abuse of drugs or intoxicants, or from having a blood alcohol level of 80 milligrams or more of alcohol per 100 milliliters of blood;
- participation as a paid professional in sports, or participation in any organized motorized contest of speed, or other hazardous activities such as scuba diving, rock or cliff climbing, boxing, parachuting, skydiving, hang gliding, or bungee jumping;
- air travel, other than as a fare-paying passenger in a certified commercial aircraft;
- cosmetic or elective Medical Treatment;

**50** We will cover the full cost of prescription glasses or contact lenses if required within 90 days of an accident OR up to \$300 to repair or replace existing glasses or contact lenses regardless of plan selected.

**51** We will reimburse the cost of hospital stays up to \$100 per day for up to 365 days following an accident regardless of plan selected.

**52** We will cover the expense incurred for nursing or personal support worker care following an accident up to \$100 per day for up to 25 days regardless of plan selected.

**53** We will reimburse the cost of hospital room services including TV and phone rentals up to \$15 per day for up to 365 days following an accident regardless of plan selected.

**54** We will reimburse the cost of 3 initial claim forms up to \$100 per form following an accident regardless of plan selected.

**55** Benefits will be coordinated with other coverage at time of claim.

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