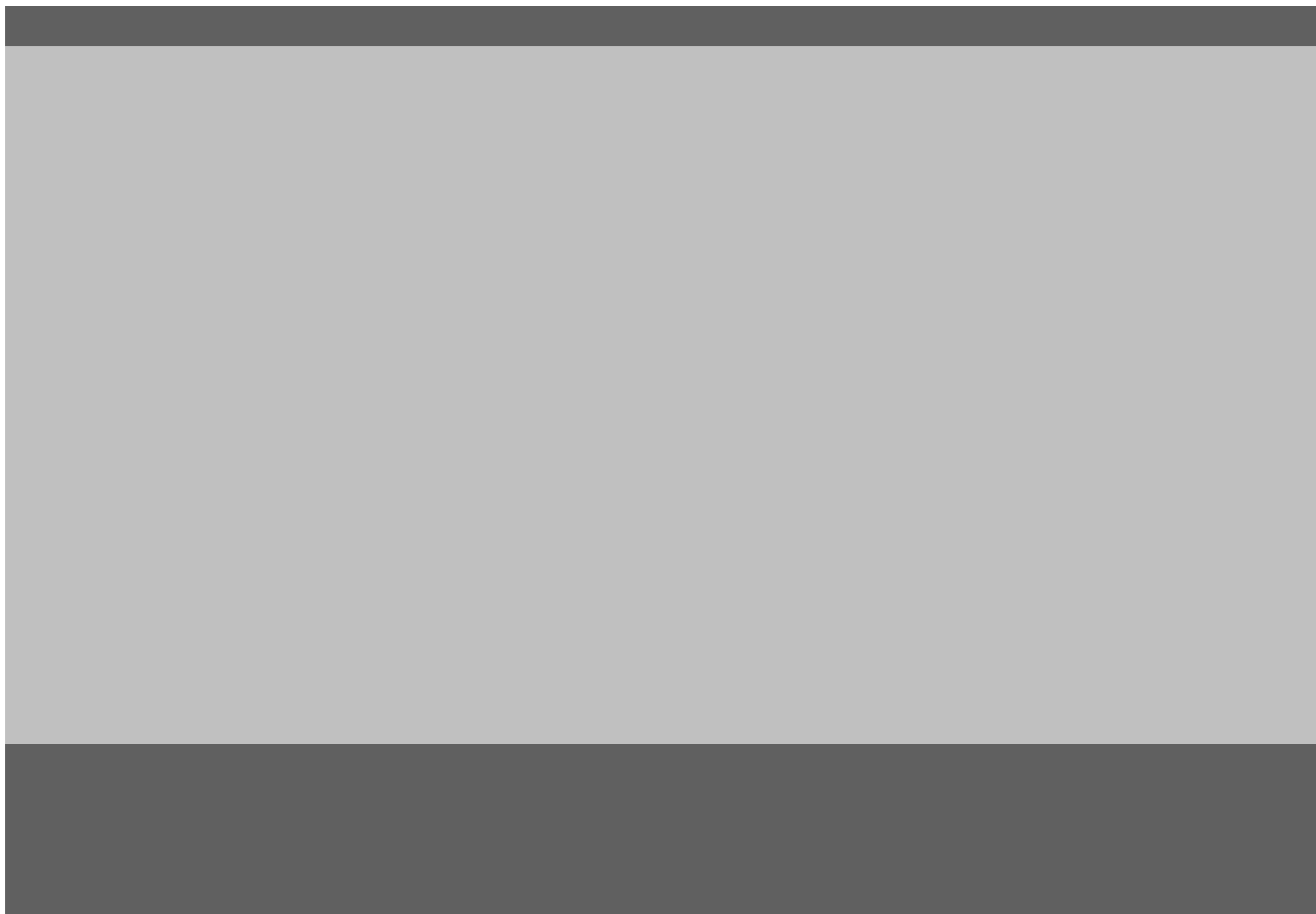




# Personal Accident Disability Insurance

## Sample Contract

This sample policy contract is provided for your information only.  
It is not a valid contract or an offer of insurance.



# Personal Accident Disability Insurance

Personal Accident Disability Insurance is a portfolio of individual products designed to provide coverage to a broad market. The policy contract is structured to allow flexibility and to support these various markets.

## General Information:

The sample contract includes the terms and conditions for all of the products available under the Personal Accident Disability Insurance product portfolio.

Each individual policy issued by Manulife Financial will include the relevant contract wording based on the coverage options and benefit amounts that have been selected by the client and approved by the Company.

## How the policy contract is structured:

Each policy is made up of the following pages:

1. Policy Summary
2. Benefit Schedule(s)
3. General Definitions
4. Product Specific - Provision Page(s)
5. General Policy Provisions
6. Statutory Conditions

## What information is contained on each page:

1. Policy Summary
  - Lists the coverage included in the policy together with the effective & expiry dates, the total annual/monthly premium and the 10 day free look period.
2. Benefit Schedules
  - A benefit schedule is produced for each coverage included on the Policy Summary page. This is where you will find the benefit amounts.
3. General Definitions
  - Includes specific terms and their meaning when used throughout the policy, where the term is capitalized.
4. Product Specific Provision Pages
  - A product specific provision page is included for each coverage included on the Policy Summary page and contains the terms and conditions that are relative to that coverage.
5. General Policy Provisions
  - This is where you will find terms and conditions that apply to the entire policy.
6. Statutory Conditions
  - This is where you will find terms and conditions that apply to the entire policy that we are legally required to include in the contract.

**POLICY SUMMARY**

Policy Number: S1000001

Primary Insured: HENRY JONES

Policy Effective Date: November 19, 2007

COVERAGE	EFFECTIVE DATE	EXPIRY DATE
24 Hour Compensation (P)	November 19, 2007	November 19, 2047
24 Hour Compensation (E)	November 19, 2007	November 19, 2027
24 Hour Accident Disability Extension (3)	November 19, 2007	November 19, 2022
24 Hour Accident Disability Extension	November 19, 2007	November 19, 2022
Non-Occupational Loss of Income	November 19, 2007	November 19, 2027
Non-Occupational Accident Disability Extension (3)	November 19, 2007	November 19, 2022
Non-Occupational Accident Disability Extension	November 19, 2007	November 19, 2022
Sickness Disability (R)	November 19, 2007	November 19, 2027
Sickness Disability (E)	November 19, 2007	November 19, 2027
Sickness Disability Extension (3)	November 19, 2007	November 19, 2022
Sickness Disability Extension (65)	November 19, 2007	November 19, 2022
Accidental Death and Dismemberment	November 19, 2007	November 19, 2047
Accident Excess Medical	November 19, 2007	November 19, 2047
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	

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, 230, 260, 291, 292, 310, 515, 526, 523, 521, 518, 527, 522, 562, 565, 567, 630, 660, 591, 592, 710, 750



# Sample

## 24 HOUR COMPENSATION (P) BENEFIT SCHEDULE

<b>PRIMARY INSURED</b>	Issue Age: ??	Expiry Age: 90
<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	
REHABILITATION	maximum of up to 3 times the monthly Accidental 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.	

**Note:** This 24 Hour Compensation (P) Benefit Schedule is only an outline of the benefits provided by this policy. Please refer to the 24 Hour Compensation (P) section of this policy for complete benefit details.

# Sample

## 24 HOUR COMPENSATION (E) BENEFIT SCHEDULE

<b>PRIMARY INSURED</b>	Issue Age: ??	Expiry Age: 90
<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	
REHABILITATION	maximum of up to 3 times the monthly Accidental Total Disability Benefit	

**Note:** This 24 Hour Compensation (E) Benefit Schedule is only an outline of the benefits provided by this policy. Please refer to the 24 Hour Compensation (E) section of this policy for complete benefit details.

# Sample

## 24 HOUR ACCIDENT DISABILITY EXTENSION (3) BENEFIT SCHEDULE (3 Year Benefit)

<b>PRIMARY INSURED</b>	Issue Age: ??	Expiry Age: 65
<u>Type of Benefit</u>	<u>Outline of Coverage</u>	
ACCIDENT TOTAL DISABILITY	\$???? payable per month, after the Primary Insured has received 24 consecutive monthly Accident Total Disability payments. Benefits are payable for a maximum of 36 months.	

**Note:** This 24 Hour Accident Disability Extension (3) Benefit Schedule is only an outline of the benefits provided by this policy. Please refer to the 24 Hour Accident Disability Extension (3) section of this policy for complete benefit details.

# Sample

## 24 HOUR ACCIDENT DISABILITY EXTENSION BENEFIT SCHEDULE

<b>PRIMARY INSURED</b>	Issue Age: ??	Expiry Age: 65
<u>Type of Benefit</u>	<u>Outline of Coverage</u>	
ACCIDENT TOTAL DISABILITY	\$???? payable per month, after the Primary Insured has received 24 consecutive monthly Total Disability payments. Benefits are payable to a maximum age of 65.	

**Note:** This 24 Hour Accident Disability Extension Benefit Schedule is only an outline of the benefits provided by this policy. Please refer to the 24 Hour Accident Disability Extension section of this policy for complete benefit details.

# Sample

## NON-OCCUPATIONAL LOSS OF INCOME (R) BENEFIT SCHEDULE

<b>PRIMARY INSURED</b>	Issue Age: ??	Expiry Age: 70 "
<b><u>Type of Benefit</u></b>	<b><u>Outline of Coverage</u></b>	
ACCIDENT TOTAL DISABILITY	\$???? payable per month from 1st day of Total Disability for a maximum of 24 months.	
ACCIDENT PARTIAL DISABILITY	50% of the monthly Accident Total Disability Benefit, payable from 1 <sup>st</sup> day of Partial Disability for a maximum of 6 months	
REHABILITATION	maximum of up to 3 times the monthly Accidental Total Disability Benefit.	

**Note:** This Non-Occupational Loss of Income (R) Benefit Schedule is only an outline of the benefits provided by this policy. Please refer to the Non-Occupational Loss of Income (R) section of this policy for complete benefit details.

# Sample

## NON-OCCUPATIONAL ACCIDENT DISABILITY EXTENSION (3) BENEFIT SCHEDULE (3 Year Benefit)

<b>PRIMARY INSURED</b>	Issue Age: ??	Expiry Age: 65
<b><u>Type of Benefit</u></b>	<b><u>Outline of Coverage</u></b>	
ACCIDENT TOTAL DISABILITY	\$???? payable per month, after the Primary Insured has received 24 consecutive monthly Accident Total Disability payments. Benefits are payable for a maximum of 36 months.	

**Note:** This Non-Occupational Accident Disability Extension (3) Benefit Schedule is only an outline of the benefits provided by this policy. Please refer to the Non-Occupational Accident Disability Extension (3) section of this policy for complete benefit details.

# Sample

## NON-OCCUPATIONAL ACCIDENT DISABILITY EXTENSION BENEFIT SCHEDULE

<b>PRIMARY INSURED</b>	Issue Age: ??	Expiry Age: 65
<u>Type of Benefit</u>	<u>Outline of Coverage</u>	
ACCIDENT TOTAL DISABILITY	\$???? payable per month, after the Primary Insured has received 24 consecutive monthly Total Disability payments. Benefits are payable to a maximum age of 65.	

**Note:** This Non-Occupational Accident Disability Extension Benefit Schedule is only an outline of the benefits provided by this policy.  
Please refer to the Non-Occupational Accident Disability Extension section of this policy for complete benefit details.

# Sample

## SICKNESS DISABILITY (R) BENEFIT SCHEDULE (Retroactive Period - 2 Year Benefit)

<b>PRIMARY INSURED</b>	Issue Age: ??	Expiry Age: 70
<b><u>Type of Benefit</u></b>	<b><u>Outline of Coverage</u></b>	
Sickness Total Disability	\$???? per month, following 15 consecutive days of Total Disability. Benefits are payable from the 1 <sup>st</sup> day of Total Disability, for a maximum of 24 months.	
Sickness Partial Disability	50% of the monthly Sickness Total Disability Benefit, payable following 15 consecutive days of Total Disability. Benefits are payable from the 1 <sup>st</sup> day of Partial Disability for a maximum of 6 months.	
All benefits being paid or becoming payable will be reduced by 50% upon the Primary Insured attaining age 65.		

**Note:** This Sickness Disability (R) Benefit Schedule is only an outline of the benefits provided by this policy. Please refer to the Sickness Disability section of this policy for complete benefit details.

# Sample

## SICKNESS DISABILITY (E) BENEFIT SCHEDULE (Elimination Period - 2 Year Benefit)

<b>PRIMARY INSURED</b>	Issue Age: ??	Expiry Age: 70
<b><u>Type of Benefit</u></b>	<b><u>Outline of Coverage</u></b>	
Sickness Total Disability	\$???? payable per month from the ?? consecutive day of Total Disability for a maximum of 24 months.	
Sickness Partial Disability	50% of the monthly Sickness Total Disability Benefit, payable from the ?? day of Partial Disability for a maximum of 6 months.	
All benefits being paid or becoming payable will be reduced by 50% upon the Primary Insured attaining age 65.		

**Note:** This Sickness Disability (E) Benefit Schedule is only an outline of the benefits provided by this policy. Please refer to the Sickness Disability section of this policy for complete benefit details.

# Sample

## SICKNESS DISABILITY EXTENSION (3) BENEFIT SCHEDULE (3 Year Benefit)

<b>PRIMARY INSURED</b>	Issue Age: ??	Expiry Age: 65
<b><u>Type of Benefit</u></b>	<b><u>Outline of Coverage</u></b>	
Sickness Total Disability	\$???? payable per month, after the Primary Insured has received 24 consecutive monthly Sickness Total Disability payments. Benefits are payable for a maximum of 36 months.	

**Note:** This Sickness Disability Extension (3) Benefit Schedule is only an outline of the benefits provided by this policy. Please refer to the Sickness Disability Extension section of this policy for complete benefit details.

# Sample

## SICKNESS DISABILITY EXTENSION (65) BENEFIT SCHEDULE

(Benefit to age 65)

<b>PRIMARY INSURED</b>	Issue Age: ??	Expiry Age: 65
<b><u>Type of Benefit</u></b>	<b><u>Outline of Coverage</u></b>	
Sickness Total Disability	\$???? payable per month, after the Primary Insured has received 24 consecutive monthly Sickness Total Disability payments. Benefits are payable to a maximum age of 65.	

**Note:** This Sickness Disability Extension (65) Benefit Schedule is only an outline of the benefits provided by this policy. Please refer to the Sickness Disability Extension (65) section of this policy for complete benefit details.

# Sample

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT SCHEDULE

<b>PRIMARY INSURED</b>	Issue Age : ??	Expiry Age : 90
<b><u>Type of Benefit</u></b>	<b><u>Outline of Coverage</u></b>	
Accidental Death	\$????	
Supplementary Accidental Death	\$???? payable, for each Dependent Child, after the Accidental Death benefit has been paid upon the death of the Primary Insured	
Accidental Dismemberment/Loss of Use	up to \$???? payable for a Covered Loss, calculated at the percentage stated in the Specific Loss Indemnity Table	
All benefits becoming payable will be reduced by 50% upon the Primary Insured attaining age 70.		

**Note:** This Accidental Death and Dismemberment Benefit Schedule is only an outline of the benefits provided by this policy. Please refer to the Accidental Death and Dismemberment section of this policy for complete benefit details.

# Sample

## ACCIDENT EXCESS MEDICAL BENEFIT SCHEDULE

<b>PRIMARY INSURED</b>	Issue Age: ??	Expiry Age: 90
<b><u>Type of Benefit</u></b>	<b><u>Outline of Coverage</u></b>	
Accident Paramedical Services	up to \$???? payable per Accident.	
Accident Dental Care	up to \$???? payable per Accident.	
Accident Medical Equipment	up to \$???? payable per Accident.	
Accident Medical Supplies and Prosthesis	up to \$???? payable per Accident.	
Accident Prescription Drugs <small>(This benefit not available to residents of Quebec)</small>	up to \$500 payable per Accident with a maximum 30 day supply of medication, per prescription.	
Accident Vision Care	Full cost for 1 pair of prescription eyeglasses or a 1 year supply of prescription contact lenses, if not previously required or worn. Up to \$250 payable per Accident for the repair or replacement of prescription eyeglasses and/or contact lenses.	
Accident Hospital Accommodation	up to \$100 payable per day, for a maximum of 365 days, per Accident.	
Accident Hospital Room Services	up to \$15 payable per day, while Hospitalized, per Accident.	

**Note:** This Accident Excess Medical Benefit Schedule is only an outline of the benefits provided by this policy. Please refer to the Accident Excess Medical section of this policy for complete benefit details.

# Sample

## RETURN OF PREMIUM BENEFIT SCHEDULE

### PRIMARY INSURED

Return of Premium is included on the following coverage only:

<u>Coverage</u>	<u>Coverage Effective Date</u>	<u>Return of Premium Effective Date</u>	<u>Return of Premium Expiry Date</u>
24 Hour Compensation (P)	November 19, 2007	November 19, 2007	November 19, 2027
24 Hour Compensation (E)	November 19, 2007	November 19, 2007	November 19, 2027
Non-Occupational Loss of Income	November 19, 2007	November 19, 2007	November 19, 2027
Sickness Disability (R)	November 19, 2007	November 19, 2007	November 19, 2027
Sickness Disability (E)	November 19, 2007	November 19, 2007	November 19, 2027
Accidental Death and Dismemberment	November 19, 2007	November 19, 2007	November 19, 2027
Accident Excess Medical	November 19, 2007	November 19, 2007	November 19, 2027

**Note:** This Return of Premium Benefit Schedule is only an outline of the benefits provided by this policy. Please refer to the Return of Premium section of this policy for complete benefit details.

# Sample

## RETURN OF PREMIUM ON DEATH BENEFIT SCHEDULE

### PRIMARY INSURED

Return of Premium on Death is included on the following coverage only:

<u>Coverage</u>	<u>Coverage Effective Date</u>	<u>Return of Premium on Death Effective Date</u>	<u>Return of Premium on Death Expiry Date</u>
24 Hour Compensation (P)	November 19, 2007	November 19, 2007	November 19, 2027
24 Hour Compensation (E)	November 19, 2007	November 19, 2007	November 19, 2027
Non-Occupational Loss of Income	November 19, 2007	November 19, 2007	November 19, 2027
Sickness Disability (R)	November 19, 2007	November 19, 2007	November 19, 2027
Sickness Disability (E)	November 19, 2007	November 19, 2007	November 19, 2027
Accidental Death and Dismemberment	November 19, 2007	November 19, 2007	November 19, 2027
Accident Excess Medical	November 19, 2007	November 19, 2007	November 19, 2027

**Note:** This Return of Premium on Death Benefit Schedule is only an outline of the benefits provided by this policy. Please refer to the Return of Premium on Death section of this policy for complete benefit details.

# Sample

## GENERAL DEFINITIONS

When used in this policy or any amendment hereto:

**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.

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## 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.

### 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.

Benefits are payable 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 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.

### 6. 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.

### 7. 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.

### 8. 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.

### 9. 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

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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.

## 10. 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.

## 11. 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.

## 12. 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.

## 13. 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
- b) for a period of 6 or more consecutive months, any subsequent Total or Partial Disability resulting from or contributed to by the same Injury shall be considered a new Total or Partial Disability.

## 14. EXCLUSIONS

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 certified commercial aircraft;
- f) elective Medical Treatment;
- 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 Pre-Existing Condition during the 12 month period immediately following the Effective Date for this 24 Hour Compensation (P) Coverage; or
- i) a Sickness.

## 15. 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.

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## 24 HOUR COMPENSATION (E)

### 1. DEFINITIONS

Whenever used in this 24 Hour Compensation (E) 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 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 (E) can be issued only on a Primary Insured aged 5 through 80.

### 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 (E) 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 (E) Benefit Schedule.

Benefits are payable 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 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 of 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.

### 6. 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 Accident Total Disability 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.

### 7. 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.

### 8. INTEGRATION WITH OTHER SOURCES

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

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- 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.

## 9. ACCIDENT TOTAL DISABILITY BENEFIT ADJUSTMENT

If the Primary Insured's income, on the date of Disability, has decreased 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, 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.

## 10. 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
- b) for a period of 6 or more consecutive months, any subsequent Total or Partial Disability resulting from or contributed to by the same Injury shall be considered a new Total or Partial Disability.

## 11. EXCLUSIONS

No benefits will be payable under this 24 Hour Compensation (E) Coverage if the Disability, 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 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 certified commercial aircraft;
- f) elective Medical Treatment;
- 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 Pre-Existing Condition during the 12 month period immediately following the Effective Date for this 24 Hour Compensation (E) Coverage; or
- i) a Sickness.

## 12. 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.

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## 24 HOUR ACCIDENT DISABILITY EXTENSION (3)

(3 Year Benefit)

### 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, is 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, 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 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 Injury occurred, is wholly and continually unable to perform all 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 58.

### 3. ACCIDENT TOTAL DISABILITY BENEFIT

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

Benefits are payable for a maximum period of 36 months or until the Primary Insured ceases to be Totally Disabled, whichever occurs first.

### 4. ACCIDENT PARTIAL DISABILITY BENEFIT

If the Primary Insured has remained Totally Disabled, as defined in this 24 Hour Accident Disability Extension Coverage, for at least one month and the Company has determined that the Primary Insured is no longer Totally Disabled, a Partial Disability Benefit may be paid at the Company's discretion.

### 5. REHABILITATION BENEFIT

Following a period of Total Disability, as defined herein, the Company may, at its discretion, pay a Rehabilitation Benefit. Payment is subject to the Company receiving original invoices or other acceptable documentation of 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.

If the total monthly benefit amount 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.

### 7. 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.

### 8. INTEGRATION WITH OTHER SOURCES

If at the time a benefit becomes payable under this 24 Hour Accident Disability Extension Coverage, the monthly benefit amount when combined with any other similar Coverage, is:

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

### 9. ADJUSTMENT OF BENEFIT AND PREMIUM

If the Primary Insured's income on the date of disability has decreased 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, to a maximum of 12 months.

# Sample

## 10. RECURRENT DISABILITY

If, following a period of Disability for which benefits have been paid under this Accident Disability Extension Coverage, the Primary Insured ceases to be Totally or Partially Disabled:

- a) for less than 6 consecutive months, any subsequent Total or Partial Disability of the Primary Insured, resulting from or contributed to by the same Injury, shall be considered a continuation of the same Total or Partial Disability; or
- b) for a period of 6 or more consecutive months, any subsequent Total or Partial Disability of the Primary Insured, resulting from or contributed to by the same Injury, shall be considered a new Total or Partial Disability.

## 11. EXCLUSIONS

No benefits will be payable under this 24 Hour Accident Disability Extension Coverage if the Disability, 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 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 any sport, or participation in any organized motorized contest of speed, or in 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;
- 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) neck and/or back Injury unless there is evidence of the Injury on diagnostic medical imaging tests (x-ray, CT scan or MRI);
- j) Strains and/or Sprains.

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## 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, is 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, 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 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 Injury occurred, is 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 has remained Totally Disabled and has received 24 consecutive monthly Total Disability payments and continues to be Totally Disabled as defined above, the Company will pay the monthly 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 has remained Totally Disabled, as defined in this 24 Hour Accident Disability Extension Coverage, for at least one month and the Company has determined that the Primary Insured is no longer Totally Disabled, a Partial Disability Benefit may be paid at the Company's discretion.

### 5. REHABILITATION BENEFIT

Following a period of Total Disability, as defined herein, the Company may, at its discretion, pay a Rehabilitation Benefit. Payment is subject to the Company receiving original invoices or other acceptable documentation of 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.

If the total monthly benefit amount 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.

### 7. 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.

### 8. INTEGRATION WITH OTHER SOURCES

If at the time a benefit becomes payable under this 24 Hour Accident Disability Extension Coverage, the monthly benefit amount when combined with any other similar Coverage, is:

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

### 9. ADJUSTMENT OF BENEFIT AND PREMIUM

If the Primary Insured's income on the date of disability has decreased 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, to a maximum of 12 months.

# Sample

## 10. RECURRENT DISABILITY

If, following a period of Disability for which benefits have been paid under this Accident Disability Extension Coverage, the Primary Insured ceases to be Totally or Partially Disabled:

- a) for less than 6 consecutive months, any subsequent Total or Partial Disability of the Primary Insured, resulting from or contributed to by the same Injury, shall be considered a continuation of the same Total or Partial Disability; or
- b) for a period of 6 or more consecutive months, any subsequent Total or Partial Disability of the Primary Insured, resulting from or contributed to by the same Injury, shall be considered a new Total or Partial Disability.

## 11. EXCLUSIONS

No benefits will be payable under this 24 Hour Accident Disability Extension Coverage if the Disability, 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 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 any sport, or participation in any organized motorized contest of speed, or in 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;
- 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) neck and/or back Injury unless there is evidence of the Injury on diagnostic medical imaging tests (x-ray, CT scan or MRI);
- j) Strains and/or Sprains.

# Sample

## NON-OCCUPATIONAL LOSS OF INCOME

### 1. DEFINITIONS

Whenever used in this Non-Occupational Loss of Income 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

Non-Occupational Loss of Income can be issued only on an Employed Primary Insured aged 18 through 64.

### 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 Non-Occupational Loss of Income 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 Non-Occupational Loss of Income Benefit Schedule.

Benefits are payable 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 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 of 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.

### 6. 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 the 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 Accident Total Disability Benefit will be determined in chronological order, by Effective Date, until the aggregate maximum amount is reached.

### 7. 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.

### 8. INTEGRATION WITH OTHER SOURCES

If the amount of the monthly benefit payable under this Non-Occupational Loss of Income 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

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- 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.

## 9. ACCIDENT TOTAL DISABILITY BENEFIT ADJUSTMENT

If the Primary Insured's income, on the date of Disability, has decreased 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 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.

## 10. 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
- b) for a period of 6 or more consecutive months, any subsequent Total or Partial Disability resulting from or contributed to by the same Injury shall be considered a new Total or Partial Disability.

## 11. EXCLUSIONS

No benefits will be payable under this Non-Occupational Loss of Income Coverage if the Disability, Accident or Injury results directly or indirectly, in whole or in part, from:

- a) an event which occurs while the Primary Insured is engaged in any occupation, activity or employment for wage or profit (Accidents occurring off the job are covered);
- b) suicide or intentionally self-inflicted Injury, whether sane or insane;
- c) committing or attempting to commit a criminal offense, or while in prison;
- d) 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;
- e) 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;
- f) air travel, other than as a fare-paying passenger in a certified commercial aircraft;
- g) elective Medical Treatment;
- h) 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;
- i) a Pre-Existing Condition during the 12 month period immediately following the Effective Date for this Non-Occupational Loss of Income Coverage; or
- j) a Sickness.

## 12. 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.

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## NON-OCCUPATIONAL ACCIDENT DISABILITY EXTENSION (3)

(3 Year Benefit)

### 1. DEFINITIONS

Whenever used in this Non-Occupational 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, is 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, 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 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 Injury occurred, is wholly and continually unable to perform any of his or her routine daily activities.

### 2. ELIGIBILITY

Non-Occupational Accident Disability Extension Coverage can be issued only on an Employed individual aged 18 through 58.

### 3. ACCIDENT TOTAL DISABILITY BENEFIT

If the Primary Insured has remained Totally Disabled and has received 24 consecutive monthly Total Disability payments, and continues to be Totally Disabled as defined above, the Company will pay the monthly benefit specified in the Non-Occupational Accident Disability Extension Benefit Schedule.

Benefits are payable for a maximum period of 36 months, or until the Primary Insured ceases to be Totally Disabled, whichever occurs first.

### 4. ACCIDENT PARTIAL DISABILITY BENEFIT

If the Primary Insured has remained Totally Disabled, as defined in this Non-Occupational Accident Disability Extension Coverage, for at least one month and the Company has determined that the Primary Insured is no longer Totally Disabled, a Partial Disability Benefit may be paid at the Company's discretion.

### 5. REHABILITATION BENEFIT

Following a period of Total Disability, as defined herein, the Company may, at its discretion, pay a Rehabilitation Benefit. Payment is subject to the Company receiving original invoices or other acceptable documentation of 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.

If the total monthly benefit amount 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.

### 7. 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.

### 8. INTEGRATION WITH OTHER SOURCES

If at the time a benefit becomes payable under this Non-Occupational Accident Disability Extension Coverage, the monthly benefit amount when combined with any other similar Coverage, is:

- a) \$2,000.00 or less for Accident Total Disability, there will be no integration of benefits. The monthly benefit will be payable in addition to any amount payable from any Other Source; or
- b) greater than \$2,000.00 for Accident Total Disability, benefits will be integrated with any amounts payable from any Other Source.

# Sample

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

## 9. ADJUSTMENT OF BENEFIT AND PREMIUM

If the Primary Insured's income on the date of disability has decreased 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, to a maximum of 12 months.

## 10. RECURRENT DISABILITY

If, following a period of Disability for which benefits have been paid under this Non-Occupational Accident Disability Extension Coverage, the Primary Insured ceases to be Totally or Partially Disabled:

- a) for less than 6 consecutive months, any subsequent Total or Partial Disability of the Primary Insured, resulting from or contributed to by the same Injury, shall be considered a continuation of the same Total or Partial Disability; or
- b) for a period of 6 or more consecutive months, any subsequent Total or Partial Disability of the Primary Insured, resulting from or contributed to by the same Injury, shall be considered a new Total or Partial Disability.

## 11. EXCLUSIONS

No benefits will be payable under this Non-Occupational Accident Disability Extension Coverage if the Disability, Accident, or Injury, results directly or indirectly, in whole or in part, from:

- a) an event which occurs while the Primary Insured is engaged in any occupation, activity or employment for wage or profit. (Accidents occurring off the job are covered);
- b) suicide or intentionally self-inflicted Injury, whether sane or insane;
- c) committing or attempting to commit a criminal offense, or while in prison;
- d) 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;
- e) participation as a paid professional in any sport, or participation in any organized motorized contest of speed, or in other hazardous activities such as, scuba diving, rock or cliff climbing, boxing, parachuting, skydiving, hang gliding, or bungee jumping;
- f) air travel, other than as a fare-paying passenger in a certified commercial aircraft;
- g) elective Medical Treatment;
- h) riots, civil unrest, war or any act of war, whether declared or not, or as the result of full or part time participation in any armed forces of any country, government or international organization;
- i) a Sickness;
- j) neck and/or back Injury unless there is evidence of the Injury on diagnostic medical imaging tests (x-ray, CT scan or MRI);
- k) Strains and/or Sprains.

# Sample

## NON-OCCUPATIONAL ACCIDENT DISABILITY EXTENSION

### 1. DEFINITIONS

Whenever used in this Non-Occupational 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, is 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, 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 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 Injury occurred, is wholly and continually unable to perform any of his or her routine daily activities.

### 2. ELIGIBILITY

Non-Occupational Accident Disability Extension Coverage can be issued only on an Employed individual aged 18 through 59.

### 3. ACCIDENT TOTAL DISABILITY BENEFIT

If the Primary Insured has remained Totally Disabled and has received 24 consecutive monthly Total Disability payments, and continues to be Totally Disabled as defined above, the Company will pay the monthly benefit specified in the Non-Occupational 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 has remained Totally Disabled, as defined in this Non-Occupational Accident Disability Extension Coverage, for at least one month and the Company has determined that the Primary Insured is no longer Totally Disabled, a Partial Disability Benefit may be paid at the Company's discretion.

### 5. REHABILITATION BENEFIT

Following a period of Total Disability, as defined herein, the Company may, at its discretion, pay a Rehabilitation Benefit. Payment is subject to the Company receiving original invoices or other acceptable documentation of 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.

If the total monthly benefit amount 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.

### 7. 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.

### 8. INTEGRATION WITH OTHER SOURCES

If at the time a benefit becomes payable under this Non-Occupational Accident Disability Extension Coverage, the monthly benefit amount when combined with any other similar Coverage, is:

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

# Sample

## 9. ADJUSTMENT OF BENEFIT AND PREMIUM

If the Primary Insured's income on the date of disability has decreased 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, to a maximum of 12 months.

## 10. RECURRENT DISABILITY

If, following a period of Disability for which benefits have been paid under this Non-Occupational Accident Disability Extension Coverage, the Primary Insured ceases to be Totally or Partially Disabled:

- a) for less than 6 consecutive months, any subsequent Total or Partial Disability of the Primary Insured, resulting from or contributed to by the same Injury, shall be considered a continuation of the same Total or Partial Disability; or
- b) for a period of 6 or more consecutive months, any subsequent Total or Partial Disability of the Primary Insured, resulting from or contributed to by the same Injury, shall be considered a new Total or Partial Disability.

## 11. EXCLUSIONS

No benefits will be payable under this Non-Occupational Accident Disability Extension Coverage if the Disability, Accident, or Injury, results directly or indirectly, in whole or in part, from:

- a) an event which occurs while the Primary Insured is engaged in any occupation, activity or employment for wage or profit. (Accidents occurring off the job are covered);
- b) suicide or intentionally self-inflicted Injury, whether sane or insane;
- c) committing or attempting to commit a criminal offense, or while in prison;
- d) 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;
- e) participation as a paid professional in any sport, or participation in any organized motorized contest of speed, or in other hazardous activities such as, scuba diving, rock or cliff climbing, boxing, parachuting, skydiving, hang gliding, or bungee jumping;
- f) air travel, other than as a fare-paying passenger in a certified commercial aircraft;
- g) elective Medical Treatment;
- h) riots, civil unrest, war or any act of war, whether declared or not, or as the result of full or part time participation in any armed forces of any country, government or international organization;
- i) a Sickness;
- j) neck and/or back Injury unless there is evidence of the Injury on diagnostic medical imaging tests (x-ray, CT scan or MRI);
- k) Strains and/or Sprains.

# Sample

## SICKNESS DISABILITY (E) & (R) (2 Year Benefit Period)

### 1. DEFINITIONS

Whenever used in this Sickness Disability Coverage or any amendment thereto:

Partial Disability or Partially Disabled 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;

- a) If Employed 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
- b) If not Employed at the time the Sickness 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 Sickness, is under the regular care and attendance 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 his or her own occupation and is not gainfully employed in any occupation for compensation; or
- b) If not Employed at the time the Sickness occurred, is wholly and continually unable to perform most of his or her routine daily activities.

### 2. ELIGIBILITY

Sickness Disability Coverage can be issued only on a Primary Insured aged 18 through 64.

### 3. SICKNESS TOTAL DISABILITY BENEFIT

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.

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

### 4. SICKNESS PARTIAL DISABILITY BENEFIT

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.

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

### 5. REDUCTION IN BENEFIT AMOUNT AT AGE 65

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.

### 6. SICKNESS DISABILITY BENEFIT LIMITATIONS

- 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:
  - i) the combined amount(s) specified in any Benefit Schedule for such Coverage; or
  - 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
  - iii) \$6,000.00.
- 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:
  - 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 the benefit will be adjusted in reverse chronological order, by Effective Date, until the aggregate maximum amount is reached.

### 7. CONCURRENT PAYMENT

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.

### 8. INTEGRATION WITH OTHER SOURCES

If the amount of the monthly benefit payable under this Sickness Disability Coverage, when combined with any other similar Coverage is:

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

# Sample

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

## 9. SICKNESS TOTAL DISABILITY BENEFIT ADJUSTMENT

If the Primary Insured's monthly 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 of claim, to a maximum of 12 months.

## 10. 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 Sickness shall be considered a continuation of the same Total or Partial Disability; or
- b) for a period of 6 or more consecutive months, any subsequent Total or Partial Disability resulting from or contributed to by the same Sickness shall be considered a new Total or Partial Disability.

## 11. EXCLUSIONS

No benefits will be payable under this Sickness Disability Coverage if the Disability or Sickness 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) pregnancy, childbirth or voluntary abortion except for complications during pregnancy which are life threatening;
- d) 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
- e) mental, nervous or emotional disorders;
- f) elective Medical Treatment;
- 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) an Accident; or
- i) a Pre-Existing Condition during the 12-month period immediately following the Effective Date for this Sickness Disability Coverage, provided that such condition was not disclosed on the Application for Insurance.

# Sample

## SICKNESS DISABILITY EXTENSION (3) (3 Year Benefit)

### 1. DEFINITIONS

Whenever used in this Sickness Disability Extension Coverage or any amendment thereto:

Total Disability or Totally Disabled means the Primary Insured, as a result of a medically determinable Sickness, is under the regular care and attendance of a Physician, is following the 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 or may become 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 all of his or her routine daily activities.

### 2. ELIGIBILITY

Sickness Disability Extension Coverage can be issued only on an individual aged 18 through 58.

### 3. SICKNESS TOTAL DISABILITY BENEFIT

If the Primary Insured has remained Totally Disabled and has received 24 consecutive monthly Total Disability payments and continues to be Totally Disabled as defined above, the Company will pay the monthly benefit specified in the Sickness Disability Extension Benefit Schedule.

Benefits are payable for a maximum period of 36 months or until the Primary Insured ceases to be Totally Disabled, whichever occurs first.

### 4. SICKNESS 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 in accordance with 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.

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

### 5. CONCURRENT PAYMENT

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.

### 6. INTEGRATION WITH OTHER SOURCES

If at the time a benefit becomes payable under this Sickness Disability Extension Coverage, the monthly benefit amount when combined with any other similar Coverage, is:

- a) \$2,000.00 or less for Sickness Total Disability, there will be no integration of benefits. The monthly benefit will be payable in addition to any amount payable from any Other Source; or
- b) greater than \$2,000.00 for Sickness Total 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 Sickness Total Disability.

### 7. ADJUSTMENT OF BENEFIT AND PREMIUM

If the Primary Insured's income on the date of Disability has decreased from the amount stated on the application for insurance, 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 of claim, to a maximum of 12 months.

### 8. RECURRENT DISABILITY

If, following a period of Disability for which benefits have been paid under this Sickness Disability Extension Coverage, the Primary Insured ceases to be Totally or Partially Disabled:

- a) for less than 6 consecutive months, any subsequent Total or Partial Disability of the Primary Insured, resulting from or contributed to by the same Sickness, shall be considered a continuation of the same Total or Partial Disability; or
- b) for a period of 6 or more consecutive months, any subsequent Total or Partial Disability of the Primary Insured, resulting from or contributed to by the same Sickness, shall be considered a new Total or Partial Disability.

# Sample

## 9. EXCLUSIONS

No benefits will be payable under this Sickness Disability Extension Coverage if the Disability, or Sickness, 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) pregnancy, childbirth or voluntary abortion except for complications during pregnancy which are life threatening;
- d) 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;
- e) mental, nervous or emotional disorders;
- f) elective Medical Treatment;
- 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) an Accident.
- i) a Pre-Existing Condition during the 12-month period immediately following the Effective Date for this Sickness Disability Coverage, provided that such condition was not disclosed on the Application for Insurance.

# Sample

## SICKNESS DISABILITY EXTENSION (65) (Benefits to Age 65)

### 1. DEFINITIONS

Whenever used in this Sickness Disability Extension Coverage or any amendment thereto:

Total Disability or Totally Disabled means the Primary Insured, as a result of a medically determinable Sickness, is under the regular care and attendance of a Physician, is following the 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 or may become 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 all of his or her routine daily activities.

### 2. ELIGIBILITY

Sickness Disability Extension Coverage can be issued only on an individual aged 18 through 59.

### 3. SICKNESS TOTAL DISABILITY BENEFIT

If the Primary Insured has remained Totally Disabled and has received 24 consecutive monthly Total Disability payments and continues to be Totally Disabled as defined above, the Company will pay the monthly benefit specified in the Sickness 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. SICKNESS 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 in accordance with 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.

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

### 5. CONCURRENT PAYMENT

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.

### 6. INTEGRATION WITH OTHER SOURCES

If at the time a benefit becomes payable under this Sickness Disability Extension Coverage, the monthly benefit amount when combined with any other similar Coverage, is:

- a) \$2,000.00 or less for Sickness Total Disability, there will be no integration of benefits. The monthly benefit will be payable in addition to any amount payable from any Other Source; or
- b) greater than \$2,000.00 for Sickness Total 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 Sickness Total Disability.

### 7. ADJUSTMENT OF BENEFIT AND PREMIUM

If the Primary Insured's income on the date of Disability has decreased from the amount stated on the application for insurance, 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 of claim, to a maximum of 12 months.

### 8. RECURRENT DISABILITY

If, following a period of Disability for which benefits have been paid under this Sickness Disability Extension Coverage, the Primary Insured ceases to be Totally or Partially Disabled:

- a) for less than 6 consecutive months, any subsequent Total or Partial Disability of the Primary Insured, resulting from or contributed to by the same Sickness, shall be considered a continuation of the same Total or Partial Disability; or
- b) for a period of 6 or more consecutive months, any subsequent Total or Partial Disability of the Primary Insured, resulting from or contributed to by the same Sickness, shall be considered a new Total or Partial Disability.

# Sample

## 9. EXCLUSIONS

No benefits will be payable under this Sickness Disability Extension Coverage if the Disability, or Sickness, 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) pregnancy, childbirth or voluntary abortion except for complications during pregnancy which are life threatening;
- d) 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;
- e) mental, nervous or emotional disorders;
- f) elective Medical Treatment;
- 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) an Accident.
- i) a Pre-Existing Condition during the 12-month period immediately following the Effective Date for this Sickness Disability Coverage, provided that such condition was not disclosed on the Application for Insurance.

# Sample

## ACCIDENTAL DEATH AND DISMEMBERMENT

### 1. ELIGIBILITY

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

### 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.

### 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.

### 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:

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

- with reference to Sight, means the entire and irrecoverable loss of sight of the eye;
- with reference to Speech, means the entire and irrecoverable loss of speech which does not allow audible communication of any degree;
- with reference to Hearing, means the entire and irrecoverable loss of hearing which cannot be corrected by any hearing aid or device;
- with reference to Finger, means the complete severance at or above the knuckle joining the finger to the hand;
- with reference to Toe, means the complete severance at or above the knuckle joining the toe to the foot;
- 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:

- 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;

# Sample

- 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 or any country, government or international organization;
- h) a Pre-Existing Condition during the 12 month period immediately following the Effective Date of this coverage; or
- i) a Sickness.

# Sample

## 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, 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.

#### 1. 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

If the Primary Insured requires the services of a licenced Chiropractor, Osteopath, Masseur/Masseuse and/or Physiotherapist within 180 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.

### 5. ACCIDENT DENTAL CARE BENEFIT

If the Primary Insured requires the services of a Dentist or Dental Surgeon, for a fractured 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

If the Primary Insured requires the use of Medical Equipment within 180 days of an Accident, the Company will reimburse the Eligible Expenses incurred for the Medical Equipment, up to the maximum amount specified in the Accident Excess Medical Benefit Schedule.

### 7. ACCIDENT MEDICAL SUPPLIES AND PROSTHESIS BENEFIT

If the Primary Insured requires Medical Supplies and/or Prosthesis within 180 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

This benefit is not available to residents of Quebec.

If the Primary Insured requires Prescription Drugs within 180 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.

# Sample

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.

## 9. ACCIDENT VISION CARE BENEFIT

If the Primary Insured requires prescription eyeglasses or 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.

If the Primary Insured requires repairs to or replacement of existing eyeglasses or contact lenses, within 30 days of an Accident, the Company will reimburse the Eligible Expenses incurred for the repair or replacement, up to the maximum specified in the Accident Excess Medical Benefit Schedule.

## 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.

## 11. 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.

## 12. CO-ORDINATION OF BENEFITS WITH OTHER SOURCES

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.

## 13. 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:

- 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 milligrams or more of alcohol per 100 milliliters 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) cosmetic or elective Medical Treatment;
- 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) pregnancy, childbirth or voluntary abortion except for complications during pregnancy which are life threatening;
- i) mental, nervous or emotional disorders;
- j) a Pre-existing Condition during the 12 month period immediately following the Effective Date for this Accident Excess Medical coverage, provided that such condition was not required to be disclosed on the Application for Insurance; or
- k) 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.
- l) a Sickness.

# Sample

## 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:

**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.

# Sample

## 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.

### 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:

- 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;
- 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 or any country, government or international organization.
- h) 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;
- i) mental, nervous or emotional disorders.

# Sample

## 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 2 monthly premiums which are 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.

### 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.

### 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;
  - ii) the Coverage Anniversary Date following the Expiry Age stated in the Benefit Schedule for such Coverage;
  - iii) the date of termination of this policy;
  - iv) the date a written request for termination of Coverage, signed by the Primary Insured, is received by the Company.

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- 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.

## 10. TERMINATION OF THE POLICY

Termination of all coverage under this policy will take effect on the first to occur of the following:

- a) the date a written request for termination of the policy signed by the Primary Insured, is received by the Company;
- b) the date the grace period expires, if any premium due has not been received by the Company;
- c) the date on which the last Coverage remaining in effect under this policy has terminated;
- d) the date the Primary Insured ceases to be a permanent resident of Canada; or
- e) the date of death of the Primary Insured.

## 11. TERMINATION OF BENEFIT PAYMENTS

Payment of Benefits under this policy will terminate on the earliest of:

- a) the date coverage terminates in accordance with Provision 9. TERMINATION OF COVERAGE;
- b) the date the maximum benefit has been reached, as specified in the Benefit Schedule for that Coverage; or
- c) the date the Insured Person is no longer disabled as defined by the provisions of this policy.

## 12. CURRENCY

All payments made to or by the Company shall be made in Canadian currency.

## 13. MISREPRESENTATION AND NON-DISCLOSURE

An applicant for insurance, and each person to be insured, shall disclose to the Company in any application, medical examination and written statements or answers furnished as evidence of insurability, every fact within his or her knowledge that is material to the insurance.

Subject to the Incontestability and Misstatement of Age or Gender provisions, a failure to disclose or a misrepresentation of such fact renders the entire contract voidable by the Company.

## 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.

## 16. NON-PARTICIPATING

This policy does not provide for participation in any distribution of surplus or profits that may be declared by the Company.

## 17. RIGHTS OF THE PRIMARY INSURED

All rights and privileges contained herein belong exclusively to the Primary Insured, unless a minor, in which case these rights and privileges shall belong to the person identified as the Owner of the policy.

## 18. BENEFIT PAYMENTS AND BENEFICIARY

All benefits are payable to the Primary Insured, if living, otherwise to the beneficiary designated in writing by the Primary Insured. If the beneficiary is deceased or if no beneficiary has been designated, all benefits will be payable to the estate of the Primary Insured.

## 19. DESIGNATION OF A SPOUSE IN THE PROVINCE OF QUEBEC

Where this policy is construed according to the laws of Quebec, the Spouse of the Primary Insured is considered an irrevocable beneficiary unless specifically designated revocable.

## 20. CHANGES IN BENEFICIARY

Subject to any laws which may affect the rights of any irrevocably designated beneficiary, the Primary Insured may change the beneficiary at any time by giving written notice to the Company.

## 21. EVIDENCE SATISFACTORY TO THE COMPANY

The payment of any benefit under this policy, is subject to the Company receiving, from time to time, satisfactory evidence that the benefit is, or continues to be payable, prior to the payment of the benefit or during the period for which the benefit is payable. Such evidence may include, but will not be limited to, one or more medical examinations by a Physician of the Company's choice. Where the Company requires a medical examination by a Physician, the cost of such examination shall be payable by the Company. The cost of furnishing all other evidence required by the Company, shall be paid by the claimant.

Failure to provide any evidence required by the Company may result in denial or discontinuance of the claim.

## 22. PRORATION OF MONTHLY BENEFITS

If an Insured Person is disabled for less than one month, the benefit will be calculated at 1/30th of the monthly benefit for each day during which such Insured Person was eligible to receive benefits.

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## STATUTORY CONDITIONS

It is a legal requirement that the following statutory conditions be reproduced in this policy in the following form. In these statutory conditions the term "insurer" means, The Manufacturers Life Insurance Company, the term "insured" means the Primary Insured, the term "person insured" means a Spouse or Dependent Child, and the term "benefits for loss of time" includes benefits payable under any Accident Total Disability Benefit, Accident Partial Disability Benefit, Sickness Total Disability Benefit or Sickness Partial Disability Benefit.

Where this policy is construed according to the laws of Quebec, these statutory conditions apply as Policy Conditions and the words "one year" in the section entitled Limitation of Actions shall be replaced by the words "three years".

### The Contract

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

### Waiver

No condition of this policy shall be deemed to have been waived, either in whole or in part, unless the waiver is clearly expressed in writing signed by the insurer.

### Copy of Application

The insurer shall, upon request, give a copy of any Application for Insurance to the insured or to a claimant under the contract.

### Material Facts

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

### Changes In Occupation

If, after the contract is issued, the insured engages for compensation in an occupation that is classified by the insurer as more hazardous than that stated in the Application for Insurance, the insurer's liability under this contract is limited to the amount that the premium paid would have purchased for the more hazardous occupation according to the limits, classification of risks, and premium rates in use by the insurer at the time the insured engaged in the more hazardous occupation.

If the insured changes his or her occupation from that stated in the Application for Insurance, to an occupation classified by the insurer as less hazardous and the insurer is so advised in writing, the insurer will reduce the premium rate according to the limits, classification of risks, and premium rates used by the insurer at the date of receipt of advice of the change in occupation, and will refund to the insured the amount by which the unearned premium on this contract exceeds the premium at the lower rate for the unexpired term.

### Relation of Earnings to Insurance

Where benefits for loss of time payable under this contract, either alone or together with benefits for loss of time under another contract, including a contract of group accident or sickness insurance, or both, and a life insurance contract providing disability insurance, exceed the money value of the time of the insured, the insurer is liable only for that proportion of the benefits for loss of time stated in this policy that the money value of the time of the insured bears to the aggregate of the benefits for loss of time payable under all such contracts and the excess premium, if any, paid by the insured shall be returned.

### Termination By Insured

The insured may terminate this contract at any time by giving written notice of termination to the insurer by registered mail to its head office or chief agency in the Province, or by delivery thereof to an authorized agent of the insurer in the Province. The insurer shall upon surrender of this policy refund the amount of premium paid in excess of the short rate premium calculated to the date of receipt of such notice according to the table in use by the insurer at the time of termination.

### Notice and Proof of Claim

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

- a) give written notice of claim to the insurer
  - (i) by delivering it, or sending it by registered mail to the Head Office or the chief agency of the insurer in the Province, or
  - (ii) by delivering it to an authorized agent of the insurer in the Province,not later than 30 days from the date a claim arises under the contract;
- b) within 90 days from the date a claim arises under the contract, provide to the insurer reasonable proof of the happening of the accident or the commencement of the sickness or disability and the resulting loss, the right of the claimant to receive payment, the insured's age and the age of the beneficiary, if relevant; and
- c) if required by the insurer, provide a satisfactory certificate as to the cause or nature of the accident, sickness or disability, and the duration of such disability.

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## **Failure to Give Notice Or Proof**

Failure to give notice or proof of claim within the time prescribed does not invalidate the claim if notice or proof is given as soon as reasonably possible and in no event later than one year from the date a claim arises if it is shown that it was not reasonably possible to give notice or proof within the time so prescribed.

## **Insurer to Furnish Forms for Proof of Claim**

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

## **Right of Examination**

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

- a) the claimant shall allow to the insurer an opportunity to examine the insured or person insured when and so often as it reasonably requires while the claim hereunder is pending, and
- b) in the case of death of the insured or person insured, the insurer may require an autopsy to be performed

either before or after burial, where possible, subject to any law of the applicable jurisdiction relating to autopsies.

## **When Moneys Payable Other Than for Loss of Time**

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

## **When Loss of Time Benefits Payable**

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

## **Limitation of Actions**

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

Personal Accident Disability Insurance  
(The Manufacturers Life Insurance Company).

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