PROHEALTH

PAYMENTS INSURANCE
ACCIDENT & SICKNESS

Insurance Contract

INSURER

Humania Assurance Inc.

1555, Girouard West Street, Saint-Hyacinthe, QC J2S 2Z6

Customr Service: 1-800-773-8404
Email: clients@humania.ca
Website: www.humania.ca

Name of Owner:

Name of Insured:

Contract Number:

Contract Start Date:

Schedule of Benefits

Payments Insurance - Accident & Sickness

Your contract includes this Schedule of Benefits, an Introduction, a Table of Contents, Sections A to C, your application for insurance (Appendixes A and B), and any change agreed upon with you in writing.

Please read your contract carefully, including this *Policy*, the Appendix A - Copy of Application and Appendix B - Eligibility and Insurability Questionnaire and validate the answers given therein. If the answers do not reflect your statement or are inaccurate, you must notify the *Insurer* accordingly within thirty (30) days following the delivery of the *Policy*. Failure to notify the *Insurer* of any inaccuracy or erroneous statement can render the contract void.

By completing your application for insurance, you declare that all your answers are accurate and complete. Your contract is issued on the basis of the information you provide us and may be cancelled by Humania Assurance if any information is inaccurate.

Subject to the provisions and riders of the *Policy*, the *Insurer* will pay the benefits listed below when a covered event occurs. Should the *Insurer* receive a request to cancel the contract or a stop-payment order on any premium due, all obligations of the *Insurer* under the contract terminate immediately as of the date such is received.

CONTRACT START DATE:

Description	Waiting Period	Maximum Benefit	Benefit(s)	Monthly Premium
Total Disability Benefit				
Partial Disability Benefit				
Regular Occupation				
General Expenses				
Your monthly payment, due on the X of each month, is: $X				

This *Policy* is guaranteed renewable up to 100 years old, provided the premiums on the benefits are paid.

Table of Contents

Part A
Definitions

For the purposes of this *Policy*, the terms in italics are defined as follows:

Accident (or Accidental)

An event that occurs while the *Policy* is in force and whose cause is external, violent, sudden, unexpected and beyond the control of the *Insured*, such as a fall, impact, collision or blow. False or repetitive movements that occur in the course of routine *Work* or daily activities are not considered an *Accident*. If an *Accident* results in a loss that first appears more than ninety (90) days after the *Accident*, the loss is considered to be the result of *sickness*.

Activities of Daily Living

- Series of day-to-day actions carried out by a person in relation to eating, getting dressed, moving around, bathing, going to the bathroom, and being continent:
- Eating: Ability to consume food that has been cooked and served to them, with or without aid of adapted utensils;
- Getting dressed: Ability to put on or take off the necessary articles of clothing, including orthotics, artificial limbs, or other surgical prosthetics;
- Moving around: Ability to move around outside of a bed, chair or wheelchair, with or without the aid of assistive devices technology;
- Bathing: Ability to wash themselves in a bathtub or shower, or with a bath mitt, with or without the aid of assistive devices;
- Going to the bathroom: Ability to get to and from the bathroom, and to ensure their personal hygiene;
- Being continent: Ability to manage bowel and urinary function, with or without protective undergarments, so as to maintain a level of personal hygiene compatible with good general health.

Beneficiary

A natural or legal person designated by the *Policyowner* in any written notice filed with the *Insurer* as being entitled to receive benefits under this *Policy*.

Care of a Physician

Regular and personal care that is provided by a *Physician* in Canada and in the United States and that, based on current medical standards, is appropriate for the condition underlying the *Insured*'s *Disability*.If the *Insured* refuses any treatment or medication deemed necessary for his or her health, the *Insurer* may suspend payment of the monthly benefits.

Day Surgery

A surgical procedure performed by appointment in a *Hospital*, clinic or department affiliated with a *Hospital*, that does not require *Hospitalization* and for which the *Insured* is admitted and discharged on the same day as the procedure.

Eligible Benefit

The maximum amount payable, as specified in the Schedule of Benefits. The maximum amount can be changed under the provisions, limitations and exclusions of the *Policy* and its coverages.

Eligible Monthly Amount

A monthly amount equivalent to the periodic payment payable by the *Insured* to reimburse *Eligible Monthly Expenses*.

The *Eligible Monthly Amount* is based on the periodic payment payable converted to a monthly basis by multiplying the periodic payment by the following factor: for a weekly payment, a factor of 52/12; for a bi-weekly payment, a factor of 26/12.

Specifically, the eligible monthly amount for:

- A line of credit or credit card corresponds to the lesser of three percent (3%) of the balance owing at the onset of *Disability* and the minimum amount payable to the *Financial Institution* on the balance owing at the onset of the *Disability*. This amount is eligible for ten (10) years and is nil thereafter;
- A Home Equity Line of Credit (HELOC) corresponds to the regular periodic amount deducted by the *Financial Institution* during the last six (6) months prior to the onset of *Disability*. If there is no regular periodic payment, the eligible monthly amount corresponds to the lesser of three percent (3%) of the balance owing at the onset of *Disability* and the monthly interest charged by the *Financial Institution* on the balance owing at the onset of *Disability*;
- A mortgage *loan* corresponds to the higher of the amount established in the amortization schedule or the regular periodic amount withdrawn by the *Financial Institution* in the six (6) months prior to the onset of *Disability*;
- The *Eligible Monthly Amount* can be increased at the renewal of a fixed-rate mortgage *loan*. If the mortgage loan is renewed under the same conditions (same outstanding balance, payment frequency, term and amortization schedule) and the revised periodic amount is higher than the current *Eligible Monthly Amount*, the *Eligible Monthly Amount* is revised upward to the revised periodic amount in the amortization schedule. -In all other cases, the *Eligible Monthly Amount* remains unchanged;
- The property taxes on a property with an eligible mortgage, as well as co-ownership fees, are considered an *Eligible Monthly Amount*. The *Eligible Monthly Amount* is equal to the 1/12 of the annual assessments;
- The eligible residential rent corresponds to the amount of the rent for a maximum period of two (2) years and is void thereafter;
- A leverage *loan* to finance an investment corresponds to the lesser of three percent (3%) of the balance owing at the onset of *Disability* and the minimum amount payable to the *Financial Institution*. This *Eligible Monthly Amount* for ten (10) years and is nil thereafter;
- A personal *loan* corresponds to the periodic payment established in the contract to repay the debt. This monthly amount is eligible up to the *loan* maturity date and is nil thereafter;
- A *loan* contracted at the end of a personal *loan* or *lease* of a moving vehicle (car, boat, motorcycle, recreational vehicle (RV)), for that same vehicle, to finance the residual value established in the original contract, will be considered an *Eligible Monthly Expense*. The new *Eligible Monthly Amount* will then be the lesser of the periodic payment set out in the contract to repay the residual value and the previous eligible monthly amount of the personal *loan* or *lease*;
- An alimony payment is seventy percent (70%) of the monthly amount paid by the *Insured* as support, as determined by the last court-ordered support agreement, confirmed by the *Insured's* bank statements or pay stubs;
- A daycare expense is a maximum amount of one hundred and fifty dollars ($150) per month, per child, upon proof of payment and attendance at a daycare program, at least 12 days per month. This fee is reimbursable until the child attending the daycare program reaches the age of twelve (12). Beyond this age, proof of attendance at a daycare program for at least twelve (12) days per month must be provided on an annual basis;
- Any other *Eligible Monthly Expense* corresponds to the periodic payment established in the contract to repay the debt;
- Any other *Eligible Monthly Expense* that is not periodic will be determined by taking the sum of the payments of the twelve (12) months preceding the onset of disability, divided by 12;

With the exception of the *Eligible Monthly Amount* of a mortgage *loan*, the *Eligible Monthly Amount* or the calculation of the *Eligible Monthly Amount* is determined when the disability begins and remains the same throughout the *loan*'s original amortization period.

For any personal *eligible expenses* incurred by multiple parties on a joint basis, the *Eligible Monthly Amount* is 100% of the eligible payment not with standing the *Insured*'s percentage liability.

When the *eligible expenses* has been fully reimbursed, the *Eligible Monthly Amount* is nil ($0).

If the *Insured* declares bankruptcy while disabled, the *Eligible Monthly Amount* becomes nil ($0) and no other benefit is payable.

The *Eligible Monthly Amount* does not include any form of advance or lump sum payment.

The *Insurer* bears no liability with respect to late payment, late interest and fees charged by a *Financial Institution*.

Eligible Monthly Expenses

Any fixed-term *loan* for which the *Insured* is personally and legally responsible as a borrower or co-borrower with a recognized *Financial Institution*, including, but not limited to: any personal or commercial *loan* (e.g., leverage loan, car loan, boat loan, motorcycle loan, recreational vehicle (RV) loan, student loan, renovation loan), credit card, line of credit, *lease*, mortgage *loan* and home equity line of credit.

When the *Insured* does not have a mortgage or home equity line of credit, will be considered *Eligible Monthly Expense* means the monthly rent of the *Insured* of a *lease* of at least one year, meeting the standards of the Tribunal administratif du logement or any provincial regulatory body, payable to a natural or legal person who is not related or businessed with the *Insured* or the holder.

All of the following expenses: personal and corporate debts, support payments, utilities, daycare expenses, home insurance (property and casualty insurance), professional liability insurance, licensing, professional associations, natural gas, oil, heating oil, electricity, telephone and Internet.

The following are not considered *Eligible Monthly Expenses*:

- *Loans* between individuals;
- Any increase in *Eligible Monthly Expenses* incurred by an *Insured* person already on disability;
- Any increase in *Eligible Monthly Expenses* incurred by an *Insured* person within ninety (90) days prior to the start of *Total Disability*, unless the *Eligible Monthly Expenses* were incurred within ninety (90) days following the effective date of the *Disability* benefit;
- All *Eligible Monthly Expenses* covered by another disability insurance;
- *Eligible Monthly Expenses* incurred outside of Canada;

The benefits to which the *Insured* may be entitled hereunder shall be based on such definition of *Eligible Monthly Expenses*.

Financial Institution

A Canadian or foreign bank, trust company, loan company, insurance company, cooperative credit society or any corporation governed by the *Trust and Loan Companies Act* that is legally authorized to operate in Canada or in the *Insured*'s province of residence.

Full-time Work

Regular and active employment of at least twenty-one (21) hours per week for at least thirty-five (35) weeks per year.

Hospital

Any short-term health care institution considered to be a *Hospital* by the applicable Canadian federal or provincial authorities, not including the long-term care unit (the beds at that institution that are used by patients who are convalescing or suffering from a chronic disease).

Not considered a *Hospital*: a clinic, a nursing home, substance abuse treatment facility or an institution whose services consist primarily of rehabilitation or custodial care, even if this institution is part of or affiliated with a *Hospital*.

Hospitalization

A stay by the Insured in a *Hospital*, as an inpatient, further to an admission request by a *Physician*, for a period of at least eighteen (18) hours.

Injury

Bodily injury resulting directly from an *Accident* sustained by the *Insured* and independent of any *sickness* or other cause, while the *Policy* is in force.

Insured

The person designated as such in the application.

Insurer

Humania Assurance Inc., whose head office is located at 1555 Girouard Street West, Saint-Hyacinthe, Quebec J2S 2Z6.

Lease

Loan in connection with the rental of movable or immovable property.

Loan

Debt governed by and set out in a contract that clearly stipulates the date and initial amount of the granted *loan*, the due date and the periodic payment to be made until the debt is exausthed or until the *loan*'s due date.

Maximum Benefit Period

The maximum period of time, as specified in the Schedule of Benefits, during which benefits are payable as a result of a covered event.

Non-smoker

A person who has not used tobacco in any form whatsoever, including electronic cigarettes, water pipe (hookah), nicotine substitutes or nicotine products, in the twelve (12) months before signing the application for insurance or *reinstatement*.

Occupation, Employment, Work

These terms collectively refer to the gainful or remunerative *Occupation(s), Employment or Work* performed by the *Insured* at the onset of *Disability*.

Physician

Any person legally authorized to practice medicine in Canada and in the United States within the scope of his or her medical degree (MD), and who does not have a family or business relationship with the *Insured* or the *Policyowner*.

Policy

The present contract, the application for this *Policy*, any application for *reinstatement*, any written request for changes to the contract, and any related documents.

Policyowner

The person who owns this *Policy*.

Risk Class

The characteristics of the *Insured* that determine the premium rate for a coverage. The Risk Class is based on the *Insured*'s gender, age, tobacco use, health and occupation.

Sickness

A deterioration of health or a disorder of the body confirmed by a *Physician* and requiring regular and ongoing medical care, that is not caused by an *Injury* and whose first symptoms appear while this *Policy* is in force. Pregnancy is not considered an *sickness*, except in the case of pathological complications.

Total Disability (or Totally Disabled)

For an *Insured* who is gainfully employed or has been unemployed for ninety (90) days or less at the onset of *Disability*:

- During the *Waiting Period* and the Regular Occupation period, as indicated in the Schedule of Benefits: the inability of the *Insured,* due to an *Accident* or *Sickness*, to perform the main duties of his or her *Occupation* at the onset of *Disability*, and who, during that period, is not engaged in any other gainful activity and is under the continuous and appropriate treatment and *Care of a Physician*;
- For a period that lasts beyond the Regular Occupation period as indicated in the Schedule of Benefits: the inability of the *Insured*, due to an *Accident* or a *Sickness*, to perform any gainful *Occupation* that he or she is reasonably qualified to perform based on his or her education, training or experience, while under the continuous and appropriate treatment and *Care of a Physician*.

For an *Insured* who has been unemployed for more than ninety (90) days at the onset of *Disability*, *Total Disability* means the inability of the *Insured*, due to an *Accident* or *Sickness*, to perform at least one of the *Activities of Daily Living*, while under the continuous and appropriate treatment and *Care of a Physician*.

When the *Disability* begins after the *Policy* anniversary date following the *Insured*'s sixty-five (65) birthday, *Total Disability* means the inability of the *Insured*, due to an *Accident*, to perform at least one of the *Activities of Daily Living*, while under the continuous and appropriate treatment and *Care of a Physician*.

Waiting Period

A period, expressed in number of days, during which no benefit is payable. The *Waiting Period* begins on the date of the first medical consultation related to the *Disability* after the onset of that *Disability*.

Continuous periods of *Disability* lasting seven (7) days or more and resulting from the same cause may be added together to satisfy the *Waiting Period*.

Recurrent Disabilities may be added together over a period of six (6) months to satisfy the *Waiting Period*.

Part B

Total Disability Benefit

1. Benefits

Each month, the *Insurer* will pay the *Insured*, while *Totally Disabled* as a result of an *Accident* or *Sickness*, the Eligible Benefit shown in the Schedule of Benefits, subject to the *Waiting Period* and the *Maximum Benefit Period* shown in the Schedule.

Benefits are payable for the sole purpose of reimbursing *Eligible Expenses*. The *Insurer* reserves the right to take necessary actions to ensure that the benefits are used to reimburse *Eligible Expenses*.

Any *Disability* benefit payable under a government plan does not affect the amount payable under this coverage.

2. Limitations

The maximum benefit for all *Disability* coverages that the *Insured* has with the *Insurer* cannot be greater than ten thousand dollars ($10,000) per month.

If, by mistake, the sum of all benefits for all *Disability* benefits selected are greater than this amount, the *Insurer* will pay a maximum benefit of ten thousand dollars ($10,000), cancel the contracts that exceed ten thousand dollars ($10,000) in *Disability* benefits, and reimburse the overpayments made.

If the *Insured* has been **unemployed for more than ninety (90) days** at the onset of *Total Disability*, the Maximum Benefit for all *Disability* coverages that the *Insured* has with the Insurer cannot be greater than two thousand five hundred dollars ($2,500) per month.

The *Insurer* will pay, on a monthly basis, the total *Eligible Monthly Amounts* to a maximum of the amount of the *Total Disability* benefit shown in the Schedule of Benefits and up to two thousand, five hundred dollars ($2,500) for all coverages and claims held by the *Insured* with the *Insurer*.

If the *Insured* declares bankruptcy while disabled, benefits cease to be payable during that disability.

3. Hospitalization

The benefit for *Total Disability* resulting from an *Accident* or *Sickness* is payable from the first (1st) day of *Hospitalization* or *Day Surgery*, for *Policies* with a *Waiting Period* of ninety (90) days or less.

4. Changes to Coverage

Effective from the *Policy* anniversary date following the *Insured*'s sixty-five (65) birthday, the *Total Disability* benefit will change as follows:

- The *Maximum Benefit Period* for *Total Disability* due to an *Accident* or *Sickness* will change to twenty-four (24) months from the onset of *Disability*, even if the *Disability* began before attaining the age of sixty-five (65) when the *Maximum Benefit Period* shown is greater than twenty-four (24) months;
- No *Total Disability* due to *Sickness* Benefit shall be payable when the onset of the disability is after the *Policy* anniversary date following the *Insured*'s sixty-fifth (65th) birthday. The *Total Disability* due to an *Accident* Benefit at that date shall be reduced by 50% up to two thousand dollars ($2,000).

5. Termination of Coverage

This coverage will terminate on the *Policy* termination date specified in the General Provisions of this *Policy*.

6. General Provisions

The definitions, limitations and exclusions of this coverage apply in addition to those indicated in the General Provisions. The General Provisions of the *Policy* govern this coverage when they are relevant to and compatible with its terms.

Part B

Partial Disability Benefit

1. Benefits

Each month, the *Insurer* will pay the *Insured*, while *Partially Disabled* as a result of an *Accident* or *Sickness*, fifty percent (50%) of the *Eligible Monthly Expenses* up to the maximum shown in the Schedule of Benefits for *Partial Disability*, subject to the *Waiting Period* and the *Maximum Benefit Period* shown in the Schedule.

2. Definition

Partial Disability (or Partially Disabled)

Refers to an *Insured* who, although not *Totally Disabled*, is unable to perform at least one of the main duties of his or her *Occupation* at the onset of Disability or who is unable to work at least fifty percent (50%) of the time usually devoted to his or her *Occupation*, while under the continuous and appropriate treatment and *care of a Physician*.

No *Partial Disability* benefit will be payable if the *Insured* has been unemployed for more than ninety (90) days at the onset of Disability.

3. Limitations

When for the same Disability both *Total Disability* and *Partial Disability* benefits are paid, the total benefit period for payments made by the *Insurer* cannot exceed the *Maximum Benefit Period* for *Total Disability*.

No *Partial Disability* benefit is payable when the *Insured* has been unemployed for more than ninety (90) days at the onset of Disability.

4. Termination of Coverage

This coverage will end on the earliest of the following dates:

- The *Policy* termination date specified in the General Provisions of this *Policy*;
- The *Policy* anniversary date following the *Insured's* sixty-fifth (65th) birthday;
- The date the Total Disability Benefit ends.

5. General Provisions

The definitions, limitations and exclusions of this coverage apply in addition to those indicated in the General Provisions. The General Provisions of the *Policy* govern this coverage when they are relevant to and compatible with its terms.

Part B

Regular Occupation

1. Definition

When this benefit is in force, the definition of *Total Disability* described in Part A—Definitions is replaced by the following and applies for the duration of this benefit as set out in the Schedule of Benefits.

Total Disability (or Totally Disabled)

For an *Insured* who is gainfully employed or has been unemployed for ninety (90) days or less at the onset of Disability:

- During the *Waiting Period* and the regular *Occupation* period as indicated in the Schedule of Benefits, the inability of the *Insured* due to an *Accident* or *Sickness*, to perform the main duties of his or her *Occupation* at the onset of Disability and who, during that period, is not engaged in other gainful activity and is under the continuous and appropriate treatment and care of a *Physician*.
- For a period that lasts beyond the regular *Occupation* period as indicated in the Schedule of Benefits: the inability of the *Insured*, due to an *Accident* or a *Sickness*, to perform any gainful *Occupation* that he or she is reasonably qualified to perform based on his or her education, training or experience, while under the continuous and appropriate treatment and care of a *Physician*.

For an *Insured* who has been unemployed for more than ninety (90) days at the onset of Disability, *Total Disability* means the inability of the *Insured*, due to an *Accident* or *Sickness*, to perform at least one of the *Activities of Daily Living*, while under the continuous and appropriate treatment and care of a *Physician*.

Where the Disability begins after the *Policy* anniversary date following the *Insured's* sixty-fifth (65th) birthday, *Total Disability* means the inability of the *Insured*, due to an *Accident*, to perform at least one of the *Activities of Daily Living*, while under the continuous and appropriate treatment and care of a *Physician*.

2. Termination of Coverage

This coverage will end on the earliest of the following dates:

- The *Policy* termination date specified in the General Provisions of this *Policy*;
- The *Policy* anniversary date following the *Insured's* sixty-fifth (65th) birthday;
- The date a written request to this effect is received from the *Policyowner* or the date specified in the request if later than the date of receipt.

3. General Provisions

The definitions, limitations and exclusions of this coverage apply in addition to those indicated in the General Provisions. The General Provisions of the *Policy* govern this coverage when they are relevant to and compatible with its terms.

Part B

Additional Insurance Option

1. Benefits

This coverage allows the Policyowner to increase the Insured's monthly Disability benefit by twenty percent (20%) of the amount shown in the Schedule of Benefits at each Policy anniversary without having to provide a health declaration, subject to the following conditions:

- The Insured must be 50 years of age or under when the contract is issued;
- The coverage must be in force;
- The Insured must not be disabled at the time the option is exercised, or in the twelve (12) preceding months;
- The request for an increase must be made no later than thirty (30) days before the anniversary date of the Additional Insurance Option;
- The Additional Insurance Option may be exercised up to five (5) times.

The Waiting Period and Maximum Benefit Period indicated in the Schedule of Benefits under the Additional Insurance Option determine the characteristics of the monthly disability benefit.

Disability benefits resulting from the exercise of these Additional Insurance Options shall be multiples of one hundred dollars ($100);

If the Policyowner does not take advantage of the maximum amount when exercising an Additional Insurance Option, the excess amount is not carried over to a later Additional Insurance Option.

Disability benefit coverage that results from exercising an Additional Insurance Option takes effect at the

Policy's anniversary date following the date on which the Additional Insurance Option is exercised.

The premium for this benefit is based on the Insured's attained age at that anniversary, the same Risk Class as the initial disability and the rates in effect at the time of the Additional Insurance Option. Coordination, as well as any disability benefit restrictions or exclusions, also apply to the supplementary coverage stemming from the exercise of the Additional Insurance Option.

Exercising the Additional Insurance Option automatically results in an increase in the following benefits (and related premiums), provided these appear in the Schedule of Benefits and are in force when the Additional Insurance Option is exercised:

- Indexation Benefits;
- 20-Year Premium Refund; or
- Premium refund at age 65.

2. Termination of coverage

This coverage will end on the earlier of the following dates:

- The date on which the maximum Additional Insurance Options have been exercised;
- The Policy anniversary date following the Insured's fifty-fifth (55th) birthday.

3. General Provisions

The definitions, limitations and exclusions of this coverage apply in addition to those indicated in the General Provisions. The General Provisions of the Policy govern this coverage when they are relevant to and compatible with its terms.

Part B

General Expenses

1. Definition

Where this benefit is in force, the General Expenses incurred, in a reasonable and customary manner in the exercise of his or her *Occupation*, as business expenses.

Eligible Overhead Expenses

Part of the General Expenses, described below, already incurred at the onset of the Disability, which the insured must bear during his/her disability. *Eligible Overhead Expenses* are:

- Employee's salaries, for an *Occupation* other than that of the *Insured*, which generates no income and whose services are essential during the *Insured's* Disability;
- Interest on business debts;
- Business public utilities (electricity, heating, etc.);
- Payments on machinery;
- Business rent or mortgage payments;
- Communication expenses;
- Stationery and postage;
- Maintenance costs;
- Depreciation on office equipment;
- Leasing of office equipment;
- Professional fees for accounting services; and
- Other usual fixed expenses related to the proper operations of the office.

The following *Overhead Expenses* are excluded:

- Costs incurred before the onset of the Disability, including any arrears;
- The salaries, fees, levies or any other remuneration of the *Insured* or any member of his or her Profession hired by or working for him or her;
- The cost of goods, articles, pharmaceuticals or professional books, materials or supplies; and
- Expenses covered under another insurance contract.

Except for the *Eligible Monthly Amount* of a mortgage *loan*, *Eligible Monthly Amount* or the calculation of the *Eligible Monthly Amount* is determined when the Disability begins and remains the same throughout the *loan's* original amortization period.

A business *loan* corresponds to the higher of the amount established in the amortization schedule or the regular periodic amount debited by the *Financial Institution* during the six (6) months prior to the onset of Disability. In the case of a business *loan* to acquire a building for a workplace, the insurance is only available if the business occupies the building. Where the business *loan* is contracted by more than one person, the *Eligible Monthly Amount* is the *Insured's* quota share based on the percentage of shares in the business at the onset of Disability.

For any Eligible Personal Expenses incurred by multiple parties on a joint basis, the *Eligible Monthly Amount* is 100% of the eligible payment not with standing the *Insured's* percentage liability.

When the eligible expense has been fully reimbursed, the *Eligible Monthly Amount* is nil ($0).

If the *Insured* declares bankruptcy while Disabled, the *Eligible Monthly Amount* becomes nil ($0) and no other benefit is payable.

The *Eligible Monthly Amount* does not include any form of advance or lump sum payment.

The *Insurer* bears no liability with respect to late payment, late interest and fees charged by a *Financial Institution*.

2. Termination of Coverage

This coverage will end on the earliest of the following dates:

- The *Policy* termination date specified in the General Provisions of this *Policy*;
- The *Policy* anniversary date following the *Insured's* sixty-fifth (65th) birthday;
- The date a written request to this effect is received from the *Policyowner* or the date specified in the request if later than the date of receipt;
- The date on which the *Insured* dies.

3. General Provisions

The definitions, limitations and exclusions of this coverage apply in addition to those indicated in the General Provisions. The General Provisions of the *Policy* govern this coverage when they are relevant to and compatible with its terms.

Part B

20-Year Premium Benefit

1. Benefits

Under this coverage, the *Insurer* will refund the percentage of Refundable Premiums for the Refund Period shown in the Schedule of Benefits of the 20-Year Premium Refund Benefit, provided the *Insured* is still alive at the date of entitlement to the refund. This refund will be made to the *Policyowner* within sixty days following the refund entitlement period.

LIMITATIONS

The refund applies to coverages issued prior to attainment of age forty-six and to coverages that have not been cancelled at the *Policyowner*'s request.

If, following payment of a premium refund, a benefit is payable for the previous refund entitlement period, any amount paid by the *Insurer* under this coverage must be reimbursed beforehand.

No benefit will be payable by the *Insurer* following failure to return the premium refund.

EXCLUSIONS

The 20-year Premium Refund excludes waived premiums paid by the *Insurer*.

2. Definitions

REFUND PERIOD

The period of twenty consecutive years of coverage beginning at the effective date of each coverage, during which no benefit has been paid or would have been payable under the coverages of this *Policy*. If the *Insurer* pays a benefit of any kind, a new Refund Period begins to elapse at the date on which the next premium is payable following the date of the last benefit payment, provided the *Insured* is under age 46.

PREMIUMS PAID

Premiums paid by or on behalf of the *Policyowner* to the *Insurer*, for each coverage under the *Policy* where the benefit amount has not been reduced by more than twenty-five percent at the *Policyowner*'s request.

If the benefit amount has been reduced by more than twenty-five percent at the *Policyowner*'s request, the resulting premium will be considered the premium paid from the start date of the Refund Period.

REFUNDABLE PREMIUMS

The total Premiums Paid to the *Insurer*, since the beginning of the Refund Period, for each coverage in force at the beginning of the Refund Period.

3. Termination of Coverage

This coverage terminates at the earliest of the following dates:

- The date on which the shortest *Waiting Period* under the *Policy* is changed to more than ninety days;
- The *Policy* termination date specified in the General Provisions of this *Policy*;
- The *Policy* anniversary date following the *Insured*'s sixty-fifth birthday

4. General Provisions

The definitions, limitations and exclusions of this coverage apply in addition to those indicated in the General Provisions. The General Provisions of the *Policy* govern this coverage when they are relevant to and compatible with its terms.

Part C

General Provisions

1. Contract

This *Policy* is issued by Humania Assurance Inc., an incorporated life insurance company, hereinafter called the "*Insurer*", based on the application for insurance, a copy of which is attached, as well as on any document subsequently submitted to reinstate or change the *Policy*. No representative is authorized to change this *Policy* or to render null any of its provisions.

Any change to the *Policy* or its riders must be signed by an officer of the *Insurer*.

2. Effective Date

This *Policy* takes effect on the date the *Insurer* approves the application, provided the application is approved without change, the first premium has been paid, and no change has occurred in the *Insured*'s insurability and/or the state of health of the *Insured's* since the application was signed.

3. Disability Benefit

When the *Insured* suffers a *Disability* covered under this *Policy*, the *Insurer* will pay the monthly *Eligible Benefit*. Payments begin when the *Waiting Period* has elapsed and will continue for the *Maximum Benefit Period*, subject to the limitations, exclusions and General Provisions of the *Policy* and its coverages.

ONSET OF DISABILITY

For the purposes of this *Policy*, a *Disability* begins on the date of the first medical consultation related to the *Disability* after the onset of that *Disability*.

DISABILITY ADJUSTMENT

Where necessary, the monthly benefit payable will be adjusted to a daily rate based on one-thirtieth (1/30) of the monthly benefit for each day of *Disability*.

The *Disability* benefits are established based on the *Insured*'s actual earned income at the start of the *Disability*, up to the maximum insured amount shown in the Schedule of Benefits. It is important for the *Policyowner* to periodically make sure that the income reported on the application is accurate and to notify the *Insurer* of any decrease in income.

If the amount of the benefit paid by the *Insurer* is less than the insured benefit, the *Insurer* will not refund any excess premium.

RECURRENT DISABILITY

All recurrent *Disabilities* due to the same or a related cause are considered to be the continuation of one and the same *Disability*. The *Waiting Period* does not begin to elapse anew and benefit payments are added to past payments in determining the *Maximum Benefit Period* specified in the Schedule of Benefits, subject to the Multiple Causes of *Disability* clause.

If the *Insured* becomes disabled again after being able to engage in *Employment* and without having received disability benefits under this contract for a period of at least six (6) consecutive months, the *Disability* will be considered a new *Disability*, even if it is due to the same or a related cause. The *Waiting Period* and the *Maximum Benefit Period* specified in the Schedule of Benefits will apply again.

For an *Insured* who has been unemployed for more than ninety (90) days at the onset of *Disability*, if the *Insured* becomes disabled again after being able to perform all his or her *Activities of Daily Living* and

without having received disability benefits for a period of at least six (6) consecutive months, the *Disability* will be considered a new *Disability*, even if it is due to the same or a related cause. The *Waiting Period* and the *Maximum Benefit Period* specified in the Schedule of Benefits will apply again.

REHABILITATION

When the *Insured* receives a *Disability* benefit under this *Policy*, the *Insurer* may pay the cost of services related to a rehabilitation program, provided such services are not already covered by another program or service and the *Insurer* approves the program in writing prior to the *Insured*'s participation therein.

MULTIPLE CAUSES OF DISABILITY

If another *Accident* or *Sickness* occurs during the benefit period, no additional benefit will be payable under this *Policy* for the other *Accident* or *Sickness*.

If, at the end of the *Maximum Benefit Period*, the *Total Disability* continues and the *Insured* has not recovered from his or her first *Disability* and another *Accident* or *Sickness* occurs, no benefit will be payable under this *Policy* for the other *Accident* or *Sickness*.

4. Premium

This *policy* has a levelled premium up to the *policy*'s anniversary date following the *Insured*'s sixty-fifth (65th) birthday. The levelled premium rate is based on the *risk class* of the *Insured* at the time of the guarantee issue.

ADJUSTMENTS TO REFLECT EXPERIENCE

Once the *Policy* has been in effect for five years, the *Insurer* may change the premium for each guarantee based on the experience of contracts with similar features.

METHOD OF PAYMENT

The premium is payable annually or monthly by pre-authorized debit, as selected by the *Policyowner*. A premium paid by pre-authorized debit is only considered paid if the payment is honoured.

A grace period of thirty (30) days is granted for payment of each premium. If the premium is unpaid after the grace period, the *Policy* will terminate.

Provided the *Insured* is not disabled, the *Policyowner* may change the method of payment by giving fifteen (15) days prior notice.

The *Insurer* will deduct outstanding premiums from any amount payable.

5. Exclusions

NO BENEFIT WILL BE PAYABLE FOR DISABILITY THAT RESULTS DIRECTLY OR INDIRECTLY FROM:

- Attempted suicide or intentionally self-inflicted *Injury* or dismemberment, whether the *Insured* is sane or insane;
- Participation by the *Insured* in the perpetration or attempted perpetration of an assault or criminal offence, or driving a motor vehicle including piloting a boat while under the influence of narcotics or while his or her blood alcohol concentration exceeds the legal limit;
- Alcohol abuse, or the use of hallucinogens, drugs or narcotics;
- Service, whether or not as a combatant, with armed forces engaged in surveillance, training, peacekeeping, insurrection, war (whether or not declared) or any related act, or participation by the Insured in a popular uprising;
- *Injuries* sustained during air travel, unless the *Insured* is a passenger on an aircraft used by a common carrier;

- Cosmetic surgery or a surgical procedure not required by the Insured's health condition, and any complication resulting therefrom;
- Experimental treatments and treatments involving the use of new procedures or therapies that are not yet in mainstream use;
- Training for or participation in professional sports or motor vehicle speed contests;
- An *Injury* obtained during the practice of any high-risk activity, including, but not limited to: bungee jumping, freestyle skiing or snowboarding, heliskiing or heliboarding, ski jumping, sky diving, hang-gliding, sky surfing, street luge, skeleton, mountain or rock climbing with or without ropes, and participation in rodeos or ultimate fighting competitions;
- Pregnancy, childbirth or miscarriage, and any resulting condition, except in the case of a pathological complication;
- Refusal by the *Insured* of any treatment or medication deemed necessary for his or her condition, or refusal to submit to a medical examination required by his or her condition;
- Refusal by the *Insured* to submit to a rehabilitation program recommended by the attending *Physician* or to actively participate in a rehabilitation program previously approved by the *Insured* and the *Insurer*;
- Organ donation(s), except where the donation is made after the coverage has been in force for at least six (6) months.

NO DISABILITY BENEFIT WILL BE PAYABLE FOR:

- Any period during which the *Insured* is receiving a salary, except as part of a Partial Disability and/or rehabilitation plan approve by the *Insurer*;
- Any period during which the *Insured* is incarcerated in a penitentiary or a government detention facility;
- Any increase on the *Eligible Monthly Expenses* and any *Eligible Monthly Expenses* contracted by the *Insured* who is on disability;
- Any increase on the *Eligible Monthly Expenses* and any *Eligible Monthly Expenses* incurred by an *Insured* person in the ninety (90) days prior to the onset of the *Total Disability*, unless the *Eligible Monthly Expenses* have been incurred within ninety (90) days following the effective date of the disability coverage;
- Any *Eligible Monthly Expenses* specifically covered by other debt or credit insurance.

If the *Insured* declares bankruptcy while disabled, benefits cease to be payable during that disability.

No death benefit will be payable if the *Insured* commits suicide within two (2) years of the effective date or *reinstatement* of coverage, whether he or she is sane or insane.

6. Age

For the purposes of this *Policy*, the *Insured*'s age is the attained age at his or her last birthday preceding the issuance of coverage.

7. Termination of Policy and Coverages

THIS *POLICY* TERMINATES ON THE EARLIEST OF:

- The date a written request to this effect is received from the *Policyowner* or the date specified in the request if later than the date of receipt;
- The date on wich the Expense Insurance is cancelled;
- The date on which the grace period for premium payment expires;
- The *Policy* anniversary date following the *Insured*'s one hundredth (100th) birthday; or
- The date on which the *Insured* dies.

8. Incontestability

Apart from fraud, the *Insurer* cannot cancel or reduce a coverage that has been in force or reinstated for more than two (2) years because of misrepresentation or concealment with respect to risk. However, this rule does not apply if the *Disability* began within the first two (2) years of the effective date of the coverage or its *reinstatement*.

MISREPRESENTATION OF SMOKING HABITS

If the premium for this *Policy* is based on the declarations in the application for insurance or *reinstatement* to the effect that the *Insured* has not used tobacco in any form whatsoever, including nicotine substitutes, nicotine products and that these statements are in fact false, those statements will be considered as fraudulent and this *Policy* will be void from the effective date of the *reinstatement* date. Accordingly, any claim paid by the *Insurer* must be reimbursed.

9. Reinstatement

If this *Policy* terminates because the premium was not paid, it may be reinstated within ninety (90) days of the date of termination provided the *Policyowner* requests that it be reinstated, establishes the *Insured*'s insurability *Insurer*'s satisfaction and pays any outstanding premiums. The periods related to incontestability and suicide apply again as of the date of the last *reinstatement*.

10. Change of Beneficiary

Subject to legal provisions, the *Policyowner* may at any time designate, change or revoke a *Beneficiary*. For a change of *Beneficiary* to be recognized, the *Insurer* must receive written notice of the change. The *Insurer* bears no responsibility with respect to the validity of a change of *Beneficiary* designation.

11. Assignment

Subject to legal provisions, the *Policyowner* may at any time assign his or her *Policy*. For an assignment to be recognized, the *Insurer* must receive written notice of the assignment. The *Insurer* bears no responsibility with respect to the validity of an assignment.

12. Notice and Proof of Claim

All claims must be made in writing and submitted to the *Insurer* within thirty (30) days of the date of the *Disability*, *Criticall Illness* or death, giving rise to a claim under this *Policy*.

The *Policyowner* or any person entitled to submit a claim must provide the *Insurer* with all the documents it may require within ninety (90) days of the date of the *Disability*, *Critical Illness* or death giving rise to a claim.

Where the *Policyowner* or any person entitled to make a claim demonstrates that it was impossible for them to act in a timely manner, it will not prevent them from receiving the benefit, provided that the information is submitted to the *Insurer* within one year of the date of the *Disability*, *Critical Illness* or death giving rise to a claim under this *Policy*.

The *Insurer* reserves the right to require that the Insured undergo any examination(s) it may consider necessary by a *Physician* of its choice. Refusal to do so will deprive the person of the right to receive benefits. In the event of the *Insured*'s death, the *Insurer* may, if permitted under applicable law, require an autopsy, and any failure to satisfy that request will give the *Insurer* grounds to refuse payment of the benefit.

The *Insured*, the *Policyowner* and the *Beneficiary* are required to cooperate fully with the *Insurer* by providing all the information it may require and by signing any form or other document allowing the *Insurer* to obtain any information it deems relevant, within no more than ninety (90) days.

The *Policyowner* must notify the *Insurer* of any change of address for the purpose of facilitating correspondence and the transmission of any document.

13. Payment under the *Policy*

Disability and *Critical Illness* benefits are payable to the *Insured*.

Death benefits are payable to the *Beneficiary* designated in the application or in any other document subsequently submitted to the *Insurer*.

14. Reimbursement

No cheque in reimbursement of premiums will be issued for amounts of less than twenty dollars ($20).

15. Legal Currency

Any payment under the provisions of this *Policy* will be made in the legal currency of Canada.

16. Right to Cancel

The *Policyowner* may have this *Policy* cancelled within fifteen (15) days of the date of its receipt or within sixty (60) days after the *Policy* start date. When a written and signed by the *Policyowner* cancellation request is received by the *Insurer* within these periods, any premium collected under the *Policy* will be reimbursed to the *Policyowner*.

17. Compliance with the Law

Any provision of the *Policy* that, at the effective date, does not comply with applicable legislation in the province where the *Policy* was issued, will be amended so as to meet the minimum requirements of that legislation.

18. General Provisions

The exclusions, limitations and General Provisions apply to the *Policy*, as well as to all coverages when they are relevant.

Some coverages contain exclusions and limitations specific to those coverages. These exclusions and limitations apply in addition to those indicated in the General Provisions.